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As filed with the Securities and Exchange Commission on November 10, 2004

Registration No. 333-72184

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 9
TO
FORM S-4
REGISTRATION STATEMENT

Under The Securities Act of 1933

CBOT Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**6231**	**36-4468986**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

141 West Jackson Boulevard
Chicago, Illinois 60604
(312) 435-3500

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Carol A. Burke
Executive Vice President and Chief of Staff
CBOT Holdings, Inc. and
Board of Trade of the City of Chicago, Inc.
141 West Jackson Boulevard
Chicago, Illinois 60604
(312) 435-3500

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Joseph P. Gromacki
Michael T. Wolf
Jenner & Block LLP
One IBM Plaza
Chicago, Illinois 60611
(312) 222-9350

Approximate date of commencement of proposed sale to public: As promptly as practicable after this Registration Statement becomes effective and the satisfaction or waiver of certain other conditions described herein.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information contained in this document may change. We may not complete the transactions described in this document, and issue the securities described in this document, until the registration statement is filed with the Securities and Exchange Commission and is declared effective. This document is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROXY STATEMENT AND PROSPECTUS (SUBJECT TO CHANGE) DATED NOVEMBER 10, 2004

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
141 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

Dear Members:

We are sending you this proxy statement and prospectus in connection with an important membership vote on a proposed restructuring of the Chicago Board of Trade. The proposed "restructuring transactions" result from an extensive evaluation process that evolved through time to recognize not only the benefits of restructuring to improve our competitiveness and achieve structural flexibility but also the importance of preserving our ability to provide trading benefits and opportunity to our members. The restructuring transactions are designed to convert our organization from a not-for-profit membership company into a for-profit stock company, modernize our corporate governance structure and enable us, following a further approval by our stockholders after the restructuring, to facilitate public markets for our equity securities and engage in capital-raising transactions and other securities issuances.

As a result of the completion of the restructuring transactions, you will receive a combination of interests consisting of shares of Class A common stock of a new holding company, "CBOT Holdings," and one of the five series of memberships in a nonstock subsidiary, the "CBOT subsidiary," that corresponds to the class of CBOT membership that you currently hold. You will receive your shares of Class A common stock of CBOT Holdings as a dividend from the CBOT and, as a result of a merger, your existing CBOT membership will be converted into and exchanged for your new Class B membership in the CBOT subsidiary. Our members will receive a total of 49,359,836 shares of Class A common stock of CBOT Holdings and up to 3,617 combinations of interests, each consisting of Class A common stock of CBOT Holdings and a Class B membership in the CBOT subsidiary.

The Class A common stock of CBOT Holdings will represent an equity ownership interest in that company, and will have some traditional features of common stock, including equal per share dividend, voting and liquidation rights. Each series of Class B membership in the CBOT subsidiary will represent trading rights and privileges in the restructured CBOT that correspond to the trading rights and privileges currently associated with one of the current classes of membership in the CBOT. The shares of Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary will be subject to certain transfer restrictions. We do not currently intend to list either the Class A common stock of CBOT Holdings or the memberships in the CBOT subsidiary on any stock exchange immediately following completion of the restructuring transactions.

Our Full and Associate Members will be asked to vote on five propositions relating to the restructuring transactions at a special meeting called for this purpose. No other class of membership will be entitled to vote on the restructuring transactions. The restructuring transactions will be approved if Full and Associate Members, voting together as a single class based on their respective voting rights, cast at least 300 votes at the special membership meeting and each proposition is approved by the Full and Associate Members in accordance with the current certificate of incorporation and bylaws, rules and regulations of the CBOT and applicable law. No members have entered into any arrangement with us to vote in favor of any of these propositions. **Our board of directors has approved the restructuring transactions and recommends that Full and Associate Members approve each of the propositions.**

WE URGE YOU TO READ THIS DOCUMENT CAREFULLY, INCLUDING THE " RISK FACTORS" SECTION THAT BEGINS ON PAGE 21.

Sincerely,

/s/ CHARLES P. CAREY
Charles P. Carey
Chairman of the Board

Neither the Securities and Exchange Commission nor any state securities regulator has approved or disapproved these securities, or determined if this proxy statement and prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This document is dated , 2004 and was first mailed, with the form of proxy, to members on or about , 2004.

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BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
141 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

NOTICE OF SPECIAL MEETING

To Our Voting Members:

A special membership meeting will be held at 2:30 p.m., Central Time, on , 2004, in the Visitor Center Theater, Fifth Floor, at our offices at 141 West Jackson Boulevard, Chicago, Illinois 60604. The purpose of the meeting is for Full and Associate Members of the CBOT to vote on five propositions relating to the restructuring transactions: (1) the approval and adoption of the agreement and plan of merger that will facilitate the restructuring of the CBOT; (2) the approval and adoption of new bylaws of the CBOT, as well as technical amendments to the bylaws of the CBOT identifying the current members of the CBOT as "members" for corporate law purposes; (3) the approval and ratification of the equity allocation established by the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs; (4) the approval and ratification of the agreements among the CBOT, CBOT Holdings and Chicago Board Options Exchange relating to the "CBOE exercise right" of Full Members to become a member of the CBOE without having to purchase a membership; and (5) the approval and ratification of changes to our corporate governance structure and all other restructuring-related matters.

At the special meeting, Full and Associate Members will be entitled to vote on these matters. Full Members will be entitled to one vote for each Full Membership owned and Associate Members will be entitled to one-sixth of one vote for each Associate Membership owned. In accordance with our certificate of incorporation, bylaws, rules and regulations, no other class of membership will be entitled to vote on the restructuring transactions. **Unless ALL FIVE of these propositions are approved, the restructuring transactions will not be completed.**

We have enclosed a proxy ballot for your use in voting on the propositions. The special meeting of the membership and related proxy ballot solicitation will be conducted in accordance with our certificate of incorporation, bylaws and rules and regulations and applicable law.

In connection with the proxy ballot solicitation, please note the following:

- Please mark the enclosed proxy ballot with respect to each proposition and provide your signature, printed name and date where indicated, and enclose and seal the completed proxy ballot in the gold envelope addressed to the Secretary of the CBOT. Each proxy ballot must be signed in order to be effective.
- Print your name in the upper left-hand corner of the gold envelope and deliver or mail it to the Secretary's Office. Alternatively, you may submit your completed proxy ballot to the Secretary's Office by depositing the proxy ballot in the ballot box located in the fourth floor lobby of our offices between the hours of 8:00 a.m. and 2:15 p.m., Central Time, on , 2004.

Proxy ballots that are duly executed and submitted with no voting direction as to a given proposition will be counted for purposes of constituting a quorum but will not be treated as votes cast with respect to such proposition. Proxies that are marked both "FOR" and "AGAINST" a given proposition will not be counted for purposes of constituting a quorum and will not be treated as votes cast with respect to such proposition. Proxy ballots must be received at the Board of Trade of the City of Chicago, Inc., Office of the Secretary, 141 West Jackson Boulevard, Chicago, Illinois 60604 prior to 2:15 p.m., Central Time, on , 2004 in order to be counted.

Returning your completed proxy ballot will not prevent you from voting in person at the special meeting of the membership if you are present and wish to vote. Please note, however, that if you vote by proxy ballot, you will not need to attend the special meeting of the membership, or take any further action in connection with the special meeting, because you already will have directed the proxy how you wish to vote with respect to the propositions. You may revoke your proxy ballot any time before the special meeting of the membership by providing written notice to the Secretary or by submission of a later-dated proxy ballot.

Our board of directors has carefully considered and approved the restructuring transactions and recommends that Full and Associate Members of the CBOT vote "FOR" each of the five propositions relating to the restructuring transactions being submitted for their approval.

By Order of the Board of Directors,

/s/ PAUL J. DRATHS
Paul J. Draths
Vice President and Secretary

, 2004

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SUMMARY

In this summary, we highlight selected information described in greater detail elsewhere in this document. This summary does not contain all of the information contained in this document which you should consider before voting on the propositions relating to the restructuring transactions and may not contain all of the information that is important to your individual situation. Consequently, you should read this entire document very carefully before voting on the propositions relating to the restructuring transactions.

Our Business (See page 106)

Established in 1848, we are a leading futures and options on futures exchange. Our more than 3,600 members trade over 50 different futures contracts and options on futures contracts on our markets through our open outcry markets and/or our electronic trading system. We are currently the third largest futures exchange in the world, based on contract volume for future and options on futures contracts in 2003. The volume of contracts traded on our markets in 2003 was about 454 million contracts, which was a record number of contracts traded on our markets in any given year. In October 2004, we broke this previous record with about 494 million contracts traded on our markets year to date in 2004.

We offer markets in futures contracts and options on futures contracts in four broad product categories: agricultural products, interest rate products, stock market indices and metals. In particular, we offer markets in agricultural products such as wheat, corn, soybeans and rough rice, and interest rate products such as U.S. Treasury bonds and notes, Federal Funds Rate, interest rate swaps, and municipal bonds and notes, and German debt instruments, including Bunds, Bobls and Schatz. In addition, our stock market index markets include the Dow Jones Industrial Average and our metals markets include full-sized and mini-sized contracts for gold and silver.

We also engage in market surveillance and financial supervision activities designed to ensure market integrity and provide financial safeguards for users of our markets. Further, we market and distribute real-time and historical market data generated from trading activity in our markets to users of our products and related cash and derivative markets.

Our principal executive offices are located at 141 West Jackson Boulevard, Chicago, Illinois 60604, and our telephone number is (312) 435-3500.

Our Proposed Restructuring (See page 53)

The restructuring transactions will change our organization from a not-for-profit company with members to a for-profit company with stockholders. This type of transaction is sometimes called a demutualization. The for-profit company will be CBOT Holdings. After the restructuring transactions, our members will become stockholders of CBOT Holdings, a stock, for-profit holding company that will initially hold as its principal asset an interest in the CBOT, which will become a nonstock, for-profit subsidiary of CBOT Holdings and will continue to operate our futures exchange business, and members of the CBOT subsidiary with trading rights and privileges at the futures exchange operated by the CBOT subsidiary. The restructuring transactions are designed to:

- demutualize our organization by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to our members, while maintaining the CBOT as a nonstock subsidiary of CBOT Holdings;
- modernize our corporate governance structure by, among other things, adopting new mechanisms for initiating and voting on stockholder and member proposals, providing for a modest reduction in the

size of our board and modifying the nomination and election process for directors as well as the terms of office and qualifications of directors; and

- facilitate the creation of public markets for equity securities of CBOT Holdings and engage in capital-raising transactions and other securities issuances following a subsequent approval by the stockholders of CBOT Holdings.

We believe that the restructuring of our exchange will enable us to enhance our competitiveness within the futures industry, including within both the open outcry and electronic trading markets, while preserving our ability to provide trading benefits and opportunities to our members. We believe that the restructuring transactions will allow us to:

- maximize the value of our business by adopting a for-profit approach to business with a view towards optimizing volume, efficiency and liquidity in the markets we provide;
- increase our ability to respond more efficiently to changes within the industry, markets and regulations that govern us by modernizing our corporate governance structure;
- continue to provide trading benefits and opportunities to our members;
- segregate more easily our different lines of business into separate subsidiaries through a holding company structure, which could provide greater flexibility in administration and allow these subsidiaries to focus more effectively on particular markets, products or services;
- distribute profits from the operation of our business to our stockholders as permitted by applicable law; and
- facilitate the creation of public markets for the equity securities of CBOT Holdings and engage in capital-raising transactions and other securities issuances following a subsequent approval by the stockholders of CBOT Holdings.

We do not believe that the completion of the restructuring transactions will cause any interruption to the day-to-day operation of our businesses, including our electronic trading system.

As a result of the restructuring transactions, each CBOT member will receive:

- shares of Class A common stock of CBOT Holdings, designated in three series to be known as Series A-1, A-2 and A-3; and
- one of the five series of Class B memberships in the CBOT subsidiary that corresponds to the class of CBOT membership currently held.

The number of shares of Class A common stock of CBOT Holdings to be received by each member will be determined in accordance with our settlement of a lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs challenging our previously proposed allocation methodology. Of the total shares of Class A common stock to be received by each member, about one-third will be issued as Series A-1, about one-third will be issued as Series A-2 and about one-third will be issued as Series A-3. The Class A common stock is being issued in three series in order to implement certain transfer restrictions applicable to the shares. The three series of Class A common stock will be identical except that the transfer restrictions associated with each series will be of a different duration.

Class A Common Stock of CBOT Holdings (See page 151)

The Class A common stock of CBOT Holdings will represent an equity ownership interest in that company and will have traditional features of common stock, including dividend, voting and liquidation rights. The Class A common stock will provide the holder with the right to receive dividends as determined by the CBOT

Holdings board of directors and the right to share in the proceeds of liquidation, in each case ratably on the basis of the number of shares held. We do not currently anticipate that CBOT Holdings will pay dividends on its common stock for the foreseeable future.

The holders of the Class A common stock will have the right to vote on all matters upon which the stockholders of CBOT Holdings will be entitled to vote generally, including the election of directors. On all such matters, the holders of Series A-1, A-2 and A-3 common stock will vote as a single class, with equal per share voting rights. The holders of Class A common stock will also have the right to vote on any proposal for any transaction either involving the sale of a significant amount of CBOT Holdings' assets to a third party or in which CBOT Holdings proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary. Further, it will require the approval of the holders of the Class A common stock of CBOT Holdings for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any of the following proposals:

- any merger of the CBOT subsidiary with a third party;
- any transaction involving the sale of a significant amount of the CBOT subsidiary's assets to a third party;
- any transaction in which the CBOT subsidiary proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary; or
- any dissolution or liquidation of the CBOT subsidiary.

Amendments to the certificate of incorporation of CBOT Holdings will generally require the approval of the board of directors of CBOT Holdings and the approval of a majority of the outstanding shares of Class A common stock. In addition, the board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of stockholders. However, the holders of Class A common stock will also have the right to initiate, without the approval of the board of directors of CBOT Holdings, proposals to adopt, amend or repeal the bylaws of CBOT Holdings. The holders of Class A common stock can also make non-binding recommendations that the board of directors of CBOT Holdings consider proposals that, as a matter of Delaware law, require the approval of the board of directors of CBOT Holdings.

Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions (See page 69)

The methodology for allocating equity ownership interests in CBOT Holdings among the five classes of CBOT members was established by the terms of the settlement of the lawsuit brought in 2000 by certain Associate Members, Government Investment Market Memberships or "GIMs," Index, Debt and Energy Market Memberships or "IDEMs" and Commodity Options Market Memberships or "COMs" regarding the allocation of equity ownership interests among the classes of CBOT members pursuant to the contemplated restructuring strategy. This lawsuit challenged an allocation methodology previously proposed in connection with the restructuring of the CBOT. In February 2004, the CBOT and representatives of a certified class of plaintiffs consisting of the Associate Members, GIMs, IDEMs and COMs entered into an agreement to settle such lawsuit, which was approved by the Circuit Court of Cook County, Illinois in a final judgment order entered on September 20, 2004 as fair, adequate, reasonable and in the best interest of all CBOT members. Under the terms of the settlement agreement, Full Members are to receive 77.65%, in the aggregate, of the CBOT equity to be distributed to CBOT members in the restructuring transactions, and Associate Members, GIMs, IDEMs and COMs are to receive 22.25%, in the aggregate, of the CBOT equity to be distributed to CBOT members, with the 22.25% to be allocated based on the following ratio: 1.00 : 0.50 : 0.11 : 0.25 to each Associate Member, GIM, IDEM and COM, respectively. We refer to this allocation of equity ownership interests in CBOT Holdings among the five classes of CBOT members as the "settlement allocation."

Under the terms of the settlement agreement, the six Associate Members, GIMs, IDEMs and COMs serving as plaintiff class representatives are to receive 0.10%, in the aggregate, of the CBOT Holdings equity ownership interests to be distributed to CBOT members as plaintiff class representative compensation. In addition, the settlement agreement provides for certain contractual rights of Associate Members, GIMs, IDEMs, and COMs.

The following table shows the number of shares of Class A common stock to be received by our members in respect of each current CBOT membership and each current class of CBOT membership in the restructuring transactions. In addition, the table shows the relative voting power of the holders of the Class A common stock by class of current CBOT membership immediately following the completion of the restructuring transactions.

CBOT Holdings Class A Common Stock
to be Received for each Current CBOT Membership and each Class of Current CBOT Membership,
and the Relative Voting Power at CBOT Holdings

Current Class of CBOT Membership	Number of Current Members[1]	Shares of Class A Common Stock to be Received for each Current CBOT Membership	Shares of Class A Common Stock to be Received by each Current Class of CBOT Membership[1]	Relative Voting Power at CBOT Holdings of each Current Class of CBOT Membership[1]
Full	1,402		38,327,876	77.65%
Series A-1		9,114		
Series A-2		9,112		
Series A-3		9,112		
Total		27,338		
Associate	803		8,030,000	16.27%
Series A-1		3,334		
Series A-2		3,333		
Series A-3		3,333		
Total		10,000		
GIM	128		640,000	1.30%
Series A-1		1,668		
Series A-2		1,666		
Series A-3		1,666		
Total		5,000		
IDEM	641		705,100	1.43%
Series A-1		368		
Series A-2		366		
Series A-3		366		
Total		1,100		
COM	643		1,607,500	3.26%
Series A-1		834		
Series A-2		833		
Series A-3		833		
Total		2,500		
Sub-Total	3,617		49,310,476	99.91%
Plaintiff Class Representative Compensation			49,360	0.10%
Grand Total			49,359,836	100.00%

[1] Based upon the number of Full and Associate Members, GIMs, IDEMs and COMs on November 5, 2004. The sum of the percentages do not total exactly 100.00% as the result of rounding.

This table reflects the allocation of 49,360 additional shares of CBOT Holdings Class A common stock that will be distributed in the restructuring transactions as plaintiff class representative compensation to the six Associate Members, GIMs, IDEMs and COMs serving as plaintiff class representatives in connection with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs.

For purposes of the restructuring transactions, each holder of a one-half Associate Membership will be treated as a GIM. This means that, if you hold a one-half Associate Membership, you will receive what the table above indicates will be received by a GIM.

Class B Memberships in the CBOT Subsidiary (See page 161)

There will be five series of Class B memberships issued to our members, with each series corresponding to one of the five current classes of CBOT membership. The Class B membership will represent trading rights and privileges in the exchange operated by the CBOT subsidiary. With respect to each series of Class B membership, the trading rights and privileges will be substantially identical to those currently associated with the corresponding class of CBOT membership. Full Members who have not requested that the CBOE exercise right privilege associated with their Full Membership be issued by the CBOT will retain the right to request that the CBOT subsidiary issue such CBOE exercise right privilege after the restructuring transactions.

The Class B memberships will not entitle the holders to the right to receive any dividends or distributions, including the proceeds from liquidation, from the CBOT subsidiary. The holders of Series B-1 and B-2 memberships will have the exclusive right among members (including the Class A member) to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on, whether or not approved by the board of directors, any proposals to amend the bylaws of the CBOT subsidiary. Under Delaware law, proposals to amend the certificate of incorporation must be adopted and approved by the board of directors of the CBOT subsidiary prior to being submitted to the holders of Series B-1 and B-2 memberships for their approval. However, the holders of Series B-1 and B-2 memberships can also make non-binding recommendations that the board of directors consider proposals that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary.

The board of directors of the CBOT subsidiary will also have the right to amend the bylaws of the CBOT subsidiary, which will include the rules and regulations. However, the holders of Series B-1 and B-2 memberships will have the exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the following “core rights”:

- the allocation of products that holders of any series of Class B membership may trade on the exchange operated by the CBOT subsidiary (that is, the elimination of any product from a holder’s trading rights and privileges);
- the requirement that, subject to certain limited exceptions, holders of Class B memberships will be charged transaction fees for trades of the CBOT subsidiary’s products that are lower than the transaction fees charged to someone who is not a holder of a Class B membership for the same products;
- the membership and eligibility requirements to become a holder of a Class B membership or to exercise the associated trading rights or privileges;
- the commitment to maintain current open outcry markets so long as each such market is deemed liquid; and
- the requirement that any proposal to offer electronic trading between 6:00 a.m., Central Time, and 6:00 p.m., Central Time, of agricultural products currently traded on our open outcry markets be approved by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary.

On all such matters, each holder of a Series B-1 membership will be entitled to one vote per membership and each holder of a Series B-2 membership will be entitled to one-sixth of one vote per membership. These voting rights are based on the voting rights currently associated with Full and Associate Memberships in the CBOT.

In addition, pursuant to the terms of the settlement agreement, unless and until a "change of control" of the CBOT subsidiary occurs, the CBOT subsidiary will be contractually prohibited from adopting any amendment to its certificate of incorporation, bylaws or rules and regulations that would adversely affect the contract trading rights of Associate Members, GIMs, IDEMs and COMs as in effect as of February 2, 2004.

The following table shows the number and type of Class B memberships to be received in respect of each current CBOT membership and each current class of CBOT membership. In addition, the table shows the relative voting power of the holders of the Class B memberships, by class of CBOT membership, immediately following the completion of the restructuring transactions on those matters on which Class B memberships are entitled to vote.

Class B Memberships in the CBOT Subsidiary
to be Received for each Current CBOT Membership and each Class of Current CBOT Membership,
and the Relative Voting Power at the CBOT Subsidiary

Current Class of CBOT Membership	Number of Current Members [1]	Number and Series of Class B Membership to be Received for each Current CBOT Membership	Number and Series of Class B Membership to be Received by each Current Class of CBOT Membership[1]	Relative Voting Power at the CBOT Subsidiary of each Current Class of CBOT Membership[1]
Full	1,402	1 Series B-1	1,402 Series B-1	91.29%
Associate	803	1 Series B-2	803 Series B-2	8.71%
GIM	128	1 Series B-3	128 Series B-3	0.00%
IDEM	641	1 Series B-4	641 Series B-4	0.00%
COM	643	1 Series B-5	643 Series B-5	0.00%
Total	3,617			100.00%

[1] Based upon the number of Full and Associate Members, GIMs, IDEMs and COMs on November 5, 2004.

Transfer Restrictions (See pages 153 and 164)

The shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings will generally be subject to a complete restriction on transfer. However, stockholders may transfer all, but not less than all, of the shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings if all such shares are transferred together with the Class B membership associated with such shares. For example, if you are a Full Member of the CBOT, you will receive as part of the restructuring transactions 9,114, 9,112 and 9,112 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, and one Series B-1 membership in the CBOT subsidiary. In order to utilize this exception to the restriction on transfer, you will only be able to transfer your Series A-1, A-2 and A-3 common stock of CBOT Holdings if you transfer all 9,114, 9,112 and 9,112 shares of your Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, together with your Series B-1 membership in the CBOT subsidiary. In addition to this exception to the restriction on transfer, your Series A-1, A-2 and A-3 common stock of CBOT Holdings may be transferred by operation of law or in connection with certain bona fide pledges. This restriction on transfer may be removed or reduced only with the approval of the board of directors and the approval of a majority of the holders of outstanding Class A common stock of CBOT Holdings.

Similarly, the Class B memberships in the CBOT subsidiary will also generally be subject to a complete restriction on transfer. However, holders of Class B memberships in the CBOT subsidiary may transfer a Class B membership if such Class B membership is transferred together with the shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings associated with such Class B membership. For example, if you are an Associate Member of the CBOT, you will receive as part of the restructuring transactions 3,334, 3,333 and 3,333 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, and one Series B-2 membership in the CBOT subsidiary. In order to utilize this exception to the restriction on transfer, you will only be able to transfer your Series B-2 membership in the CBOT subsidiary if you transfer all of your 3,334, 3,333

and 3,333 shares of your Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, together with your Series B-2 membership in the CBOT subsidiary. In addition to this exception to the restriction on transfer, your Class B memberships in the CBOT summary may be transferred by operation of law or in connection with certain bona fide pledges. This restriction on transfer may be removed or reduced only with the approval of the board of directors of the CBOT subsidiary and a majority of the holders of outstanding Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based on their respective voting rights.

Because the restrictions on transfer of the Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary are in effect reciprocal and imposed pursuant to the certificates of incorporation of both entities, we expect that no amendment to either certificate of incorporation would be made unless amendments to both certificates of incorporation are made. Upon a subsequent approval of the stockholders of CBOT Holdings, certain additional exceptions to the general restrictions on transfer applicable to the Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary would take effect.

Implementation of the Restructuring Transactions (See page 53)

The restructuring transactions will be implemented through two principal steps:

- a dividend to distribute shares of Class A common stock of CBOT Holdings to our members; and
- a merger to convert our members' existing memberships into new Class B memberships in the CBOT subsidiary.

The Dividend. The CBOT board of directors will declare a special dividend to the CBOT members consisting of shares of Class A common stock of CBOT Holdings then held by the CBOT. This dividend, which will not be paid until immediately after the effectiveness of the merger described below, will have the effect of distributing all of the outstanding shares of Class A common stock of CBOT Holdings to our members. The dividend will specify the exact number of shares of Class A common stock of CBOT Holdings to be distributed to each CBOT member in connection with the restructuring transactions, based on the settlement allocation. Pursuant to this distribution of Class A common stock of CBOT Holdings, all of the CBOT equity in the CBOT will be distributed to our members pursuant to this dividend in accordance with the settlement allocation.

Currently, the CBOT holds all of the outstanding shares of common stock of CBOT Holdings. Before the completion of the restructuring transactions, the shares held by the CBOT will be reclassified into the 49,310,476 shares of Class A common stock that will be distributed to our members pursuant to the dividend described above and the 49,360 shares of Class A common stock that will be distributed in the restructuring transactions as plaintiff class representative compensation to the six Associate Members, GIMs, IDEMs and COMs serving as plaintiff class representatives in connection with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs.

The Merger. After the declaration of the dividend by the CBOT board of directors, but before the dividend is paid, a newly formed, nonstock, for-profit indirect subsidiary of CBOT will merge into the CBOT. After the merger, the CBOT will become a nonstock, for-profit corporation and a subsidiary of CBOT Holdings and, as such, will have a separate board of directors from that of CBOT Holdings. Pursuant to the merger, each current CBOT membership will be converted into and exchanged for a Class B membership of the applicable series in the CBOT subsidiary.

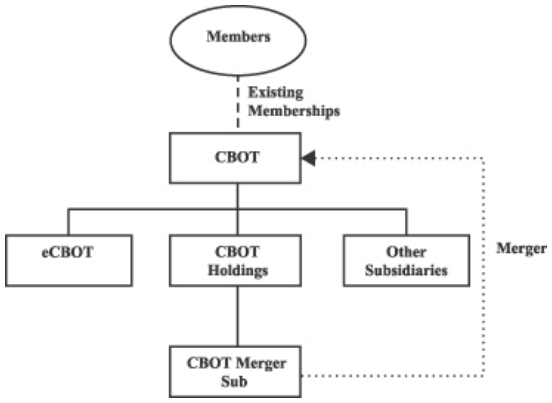
Also, as a result of the merger, CBOT Holdings will become the holder of the sole Class A membership in the CBOT subsidiary. Currently, CBOT Holdings holds the sole membership in the subsidiary that will merge into the CBOT pursuant to the merger as described above. We sometimes refer to this subsidiary as the "CBOT merger sub." Pursuant to the merger, this membership will be converted into and exchanged for the Class A membership in the CBOT subsidiary. This Class A membership will entitle CBOT Holdings to the exclusive

right to receive all dividends and distributions, including proceeds upon liquidation, from the CBOT subsidiary. The Class A membership held by CBOT Holdings may not be transferred by CBOT Holdings without an amendment to the certificate of incorporation of the CBOT subsidiary, which will require the approval of the board of directors of the CBOT subsidiary and the holders of Series B-1 and B-2 memberships in the CBOT subsidiary.

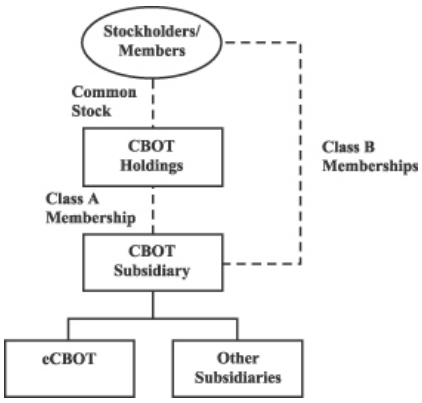
Our Corporate Structure Before and After the Restructuring

In order to help you to understand the restructuring transactions and how they will affect our corporate organizational structure, the following charts show, in simplified form, the structure of our company before and immediately after the completion of the restructuring transactions:

***BEFORE* THE RESTRUCTURING TRANSACTIONS**



IMMEDIATELY AFTER THE RESTRUCTURING TRANSACTIONS



Changes in Rights and Obligations Resulting from the Restructuring Transactions (See page 168)

As a result of the restructuring transactions, you will become stockholders in CBOT Holdings, a Delaware stock, for-profit holding company, and members of the CBOT subsidiary, a Delaware nonstock, for-profit corporation that will be a subsidiary of the holding company. Certain of your rights and obligations will change as a result of this change in our organizational structure. In addition, certain of your rights and obligations will also change because of changes to our organization documents, which are designed to modernize our corporate governance structure, to be implemented in connection with the completion of the restructuring transactions. Also, certain of your rights and obligations will change if and when there is a subsequent approval of the CBOT Holdings stockholders after the restructuring transactions. The following is a summary of certain of the changes in your rights and obligations expected to occur in connection with completion of the restructuring transactions. **You should consider carefully these differences in your rights and obligations before voting on the propositions relating to the restructuring transactions.**

Ability to Issue Capital Stock and Pay Dividends. Currently, the CBOT does not have the ability to issue capital stock. Upon the completion of the restructuring transactions and subject in some cases to a subsequent approval of CBOT Holdings stockholders as described more fully below, CBOT Holdings will generally have the ability to issue 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3; one share of Class B common stock; and 20,000,000 shares of preferred stock. Upon the completion of the restructuring transactions, the CBOT subsidiary will not have the ability to issue capital stock.

As a Delaware nonstock, not-for-profit corporation, the CBOT is currently permitted to declare and pay dividends under Delaware law; however, in view of its not-for-profit status, the CBOT has not historically done so. CBOT Holdings will be for-profit and will generally have the ability to declare and pay dividends to its common stockholders out of its "surplus," as defined under Delaware law. The CBOT subsidiary will also have the ability to declare and pay dividends, but only to CBOT Holdings as the holder of the sole Class A membership in the CBOT subsidiary.

Voting Rights. Upon the completion of the restructuring transactions, you will have the right to vote as holder of Class A common stock of CBOT Holdings on all matters upon which stockholders will be entitled to vote generally, including the election of directors, and, if you are a holder of Series B-1 or B-2 memberships in the CBOT subsidiary, you will have the right to vote on certain matters reserved for the Series B-1 and B-2 members of the CBOT subsidiary, including amendments to the certificate of incorporation, amendments to the bylaws that are proposed by the Series B-1 and B-2 members and amendments to the bylaws, which will include the rules and regulations, of the CBOT subsidiary that would adversely affect certain core rights associated with the members' trading rights and privileges. Although the current "petition process" of members will not continue to exist following completion of the restructuring transactions, CBOT Holdings, upon the written request of holders of 10% of the outstanding shares of Class A common stock, and the CBOT subsidiary, upon the written request of 10% of the voting power of all outstanding memberships, will be required to call a special meeting of the stockholders and members, respectively.

Amendments to the Charter and Bylaws. Currently, amendments to our certificate of incorporation must be adopted by the board of directors and approved by at least a majority of votes cast at an annual or special meeting of the membership at which at least 300 votes are cast. Upon the completion of the restructuring transactions, amendments to the certificates of incorporation of CBOT Holdings must be adopted by the board of directors of CBOT Holdings and approved by a majority of the outstanding shares of Class A common stock of CBOT Holdings. Amendments to the certificate of incorporation of the CBOT subsidiary must be adopted by the board of directors and approved by a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights.

Amendments to the CBOT's bylaws, which include the rules, must be approved by at least a majority of votes cast by Full and Associate Members at an annual or special meeting of the membership at which at least 300 votes are cast, and amendments to the CBOT's regulations, which are not part of the bylaws, must be approved by the board of directors. Upon the completion of the restructuring transactions, the board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of the stockholders. However, the Class A common stockholders will be entitled to initiate and vote on, without the approval of the board of directors, proposals to adopt, amend or repeal the bylaws, which proposals will be approved by a majority of the votes cast. The board of directors of the CBOT subsidiary will have the authority to amend the bylaws, which will include both the rules and regulations, of the CBOT subsidiary without the approval of the members, except for amendments that would adversely affect the core rights. In addition, the holders of Series B-1 and B-2 memberships will also have the exclusive right among members to initiate and vote on proposals to amend the bylaws, which proposals will be approved by a majority of the votes cast.

Size, Composition and Classification of Board of Directors. The board of directors of the CBOT currently consists of 18 directors, including the Chairman, the Vice-Chairman, the President and Chief Executive Officer (non-voting), nine directors who are Full Members, two directors who are Associate Members and four directors who are not members. Directors other than the President and Chief Executive Officer and the four non-member directors are elected for either two- or three-year terms. The four non-member directors are appointed to serve four-year terms.

Upon the completion of the restructuring transactions, there will be a board of directors for both CBOT Holdings and the CBOT subsidiary rather than the single board of directors of the CBOT that exists today. The boards of directors of CBOT Holdings and the CBOT subsidiary will be reduced in size to 16 directors, classified into two classes, consisting of seven and eight directors, respectively, each elected to serve for two-year terms, and the President and Chief Executive Officer. The boards of directors of CBOT Holdings and the CBOT subsidiary will consist of the Chairman, the Vice-Chairman, the President and Chief Executive Officer (who will serve as a non-voting director), eight directors who will be holders of Series B-1 memberships in the CBOT subsidiary, two directors who will be holders of Series B-2 memberships in the CBOT subsidiary and three directors who will be independent.

Director Nomination Process. Currently, Full and Associate Members elect five persons, four of whom must be Full Members and one of whom must be an Associate Member, to serve on the nominating committee. The nominating committee nominates candidates to stand for election to the board of directors. In addition, Full and Associate Members have the right to petition, which petition must be signed by at least 40 such members, to nominate other candidates to stand for election to the board of directors.

After the restructuring transactions, the holders of the Class A common stock of CBOT Holdings will elect five persons, four of whom must be Series B-1 members of the CBOT subsidiary and one of whom must be a Series B-2 member of the CBOT subsidiary, to serve on the nominating committee. The nominating committee will recommend to the board of directors nominations of persons to stand for election as directors of CBOT Holdings. In addition, holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and the stockholder satisfies certain advance notice requirements. If a stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both holders of Class A common stock of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent that it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.

The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings.

Elimination of Action By Written Consent. Currently, Full and Associate Members have the ability to take action by written consent. Upon the completion of the restructuring transactions, the ability to take action by written consent will be eliminated.

Contractual Rights of Associate Members, GIMs, IDEMs and COMs Under the Settlement Agreement (See pages 130 and 163)

As part of the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, we agreed to grant certain contractual rights to the Associate Members, GIMs, IDEMs, and COMs. These rights, which are set forth in the settlement agreement, provide that the CBOT or the CBOT subsidiary:

- will not amend its certificate of incorporation, bylaws or rules and regulations in a manner that adversely affects the contract trading rights of any of the Associate Members, GIMs, IDEMs or COMs in effect as of February 2, 2004;
- will charge the same transaction fees, surcharges or other fees for transactions executed on the exchange in any given contract to each of the Full Members, Associate Members, GIMs, IDEMs and COMs; and
- will cause any membership dues, assessments or similar charges that are assessed against the membership to be made in accordance with, or in a ratio at least as favorable to the Associate Members, GIMs, IDEMs and COMs as the settlement equity allocation.

These rights, which may only be amended by the affirmative vote of a majority of votes cast by the members or membership interest holders of each of the affected classes, cease to be effective upon a "change of control" of the CBOT as provided in the settlement agreement. You should understand that these rights will remain in effect, regardless of whether Full and Associate Members approve these restructuring transactions until such time as there is a change of control of the CBOT or the settlement agreement is amended in accordance with its terms.

Changes in Our Corporate Governance and Capital Structure After a Second Approval (see pages 65 and 168)

The restructuring transactions are designed to permit CBOT Holdings to facilitate the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following a subsequent approval of the stockholders of CBOT Holdings. In particular, certain changes to our corporate governance and capital structure will be implemented if and when the holders of at least a majority of the outstanding Class A common stock of CBOT Holdings approve a proposition to provide the board of directors of CBOT Holdings the authority to approve the issuance of additional authorized capital stock without further action by the stockholders. We refer to this approval as the "second approval." These changes will be implemented either at the time of the second approval or in connection with a "qualified initial public offering" of CBOT Holdings, which is a public offering of Class A common stock of CBOT Holdings that has occurred after the second approval, that has been underwritten by one or more nationally recognized underwriting firms and following which shares of Class A common stock of CBOT Holdings are listed on a national securities exchange. This could be an offering of newly-issued shares by CBOT Holdings, an offering of shares owned by CBOT Holdings stockholders or a combination of both, as determined by the board of directors of CBOT Holdings.

These changes are generally designed to:

- authorize the board of directors to approve the issuance of any additional authorized and unissued capital stock following the second approval;

- phase out the transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings 180, 360 and 540 days, respectively, following a qualified initial public offering, and provide for certain additional limited exceptions to the transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings for "permitted transfers" and Board-approved exceptions following the second approval;
- remove the transfer restrictions applicable to the Class B memberships in the CBOT subsidiary, which require that each Class B membership be transferred only in connection with a transfer of the related restricted Class A common stock in the CBOT subsidiary, following the second approval;
- restructure the boards of directors of CBOT Holdings and the CBOT subsidiary and implement new nomination procedures in connection with the election of directors to both boards of directors; and
- eliminate the right of stockholders of CBOT Holdings to cause CBOT Holdings to call a special meeting of stockholders and increase the vote required for the holders of Class A common stock of CBOT Holdings to approve amendments to the certificate of incorporation of CBOT Holdings and certain significant corporate transactions involving CBOT Holdings and the CBOT subsidiary.

You are not being asked to give the second approval at this time. We currently intend to solicit the second approval from the CBOT Holdings stockholders as soon as reasonably practicable following the completion of the restructuring transactions. However, you should understand that we are not obligated to seek the second approval and thus we cannot assure you as to whether or when it will occur. Further, even if we were to seek the second approval in the future, we cannot assure you that it would be obtained. Therefore, it is possible that the changes described above may never take effect and thus the objectives described above may never be realized. Even if these changes were to take effect after the second approval, we cannot assure you that we will be able to achieve the expected benefits, such as the creation of a public market for our equity securities or the financial flexibility to engage in capital-raising or other transactions.

We would only seek the second approval after the restructuring transactions are completed if we determine, as of that time, that to do so remains in the best interests of CBOT Holdings and its stockholders. Our decision with respect to whether and when we would seek a second approval will depend on a number of factors, including:

- our assessment of the feasibility of achieving the objectives of the changes to be implemented upon the second approval;
- then current market conditions, including their effect on our ability to facilitate the creation of public markets for our equity securities;
- our assessment of our need for the financial flexibility to engage in capital-raising or other transactions; and
- other conditions affecting the business of CBOT Holdings, including the business of the CBOT subsidiary.

Conditions to Completing the Restructuring Transactions (See page 74)

Although we are asking Full and Associate Members to vote to approve the propositions relating to the restructuring transactions at this time, we will not be obligated to complete the restructuring transactions unless and until each of the following conditions has been satisfied or waived:

- the Full and Associate Members, voting together as a single class based on their respective voting rights, shall have approved each of the five propositions being submitted for their approval in accordance with applicable law;

- we shall have received any approvals required by the Commodity Futures Trading Commission, or "CFTC", in connection with changes to our corporate governance structure and we shall have confirmed with the CFTC that implementation of the restructuring transactions will not have a material adverse effect on our current contract market designation, and we have received any other governmental or regulatory approvals and authorizations determined by us to be necessary;
- we shall have received each required material third party consent that the failure to obtain would, in the sole and absolute determination of the board of directors, have a material adverse effect on CBOT Holdings or the CBOT subsidiary;
- there shall be no court order or other regulation prohibiting or restricting the restructuring transactions; and
- our board of directors shall not have determined that the restructuring transactions are no longer in the best interests of the CBOT and its members or that the restructuring transactions are not fair to each class of CBOT membership.

We currently intend to complete the restructuring transactions as soon as reasonably practicable following the satisfaction of these conditions. However, if the restructuring transactions are approved but not all of the conditions to closing are satisfied, it is possible that the restructuring transactions may not be completed for a significant period of time after the membership vote on the restructuring transactions. During any such time interval, it is possible that circumstances related to the business or financial condition of the CBOT, or financial, economic or other circumstances, could change significantly and in a manner not considered at the time our board of directors initially approved the restructuring transactions or at the time our members voted on the propositions relating to the restructuring transactions.

Impact of Restructuring Transactions on the CBOE Exercise Right (See page 132 and Appendix D)

CBOE Exercise Right. Since we created the CBOE in 1973, our Full Members have had a legal right, known as the CBOE exercise right, to become members of that exchange without having to purchase a membership on that exchange. Over the last several years, since we first announced our desire to pursue a strategic restructuring of the CBOT, the CBOE has stated publicly its view that, if completed, the restructuring transactions would extinguish the CBOE exercise right under certain circumstances. Because we believed that the CBOE's position violated a 1992 agreement between us and the CBOE which addresses the exercise right, and because the exercise right is valuable to our Full Members, we, among other things, initiated litigation in the Circuit Court of Cook County, Illinois against the CBOE to protect the exercise right. Later, the parties entered into discussions in order to address the situation, including the effect of the restructuring transactions on the exercise right.

On August 7, 2001, the CBOT entered into an agreement with the CBOE for the stated purpose of resolving the dispute between the parties regarding the exercise right within the context of the restructuring transactions and electronic trading generally at the CBOT. Subject to satisfaction of certain conditions, including, among other things, approval of such agreement by the membership of the CBOE, approval of the agreement by the SEC as an interpretation of the certificate of incorporation of the CBOE and the effectiveness of the registration statement of which this document is part, the parties agreed, among other things, to clarify the nature and scope of the exercise right in the context of the CBOT's proposed strategic restructuring and the expanded operation of the CBOT's electronic trading system. In addition, the CBOT agreed to dismiss pending litigation and the CBOE agreed to withdraw its proposed interpretation and rule change that had been filed with the SEC and to take no further action to amend, modify, or otherwise limit, or terminate or cause to expire, the exercise right as a result of the completion of the restructuring transactions except as contemplated in the agreement. On August 13, 2001, the CBOE withdrew its proposed interpretation and rule changes filing.

On October 7, 2004, the CBOT, CBOT Holdings and the CBOE entered into a letter agreement that, among other things, confirmed the parties' understanding that the restructuring transactions referred to in the August 7,

2001 agreement shall be deemed to refer to the restructuring transactions as described in this document. Thus, as a result of our agreements with the CBOE, we believe that the restructuring transactions will not impact the validity of the CBOE exercise right of our Full Members. Of course, there can be no assurance that the CBOE will not challenge the exercise right in the future, notwithstanding that we have entered into this agreement, because the parties could disagree about the interpretation of the agreement.

Full and Associate Members are being asked to approve and ratify these agreements with the CBOE related to the CBOE exercise right. We have included as Appendices D-1 and D-2 to this document a copy of each of these agreements. **We urge you to review carefully these agreements before voting on the propositions relating to the restructuring transactions.**

CBOE Exercise Right Privileges. A CBOE exercise right privilege is an exercise right that has been unbundled from the other rights and privileges associated with a Full Membership, which may be bought, sold or leased separate and apart from such Full Membership. If a holder of a CBOE exercise right privilege is also in possession, either as an owner or a delegate, of all of the other rights and privileges represented by a Full Membership, such holder may utilize the CBOE exercise right to exercise and become a member of the CBOE without having to purchase a membership on such exchange.

If you hold a Full Membership immediately prior to completion of the restructuring transactions and have not previously requested that the CBOT issue to you the CBOE exercise right privilege associated with your Full Membership, you will continue to have the right to request that the CBOT issue to you the CBOE exercise right privilege that will be associated with the Series B-1 membership in the CBOT subsidiary received in exchange for your Full Membership upon completion of the restructuring transactions. CBOE exercise right privileges that have been issued and are outstanding immediately prior to completion of the restructuring transactions will remain outstanding following the completion of the restructuring transactions.

CBOE Offer to Purchase. The CBOE has publicly announced that it intends to make an offer to our Full Members to purchase, for cash, CBOE exercise right privileges through a modified "dutch auction" process at a purchase price of $60,000 to $100,000 per CBOE exercise right privilege. Although the CBOE announced an intention to make such offer to purchase in the fourth quarter of 2004, we understand from the CBOE that their offer to purchase has been delayed pending completion of a regulatory process. We further understand that the CBOE intends to fund this offer to purchase and related fees and expenses with available working capital and an underwritten financing in the amount of $50 million through Bank of America. We cannot assure you that the CBOE will actually make this offer to purchase or, if the CBOE does make this offer to purchase, that it will be made on these terms. We are not involved in the CBOE offer to purchase, and we make no recommendation whatsoever whether Full Members should participate in this offer to purchase if made.

Members Will Not be Taxed by the Federal Government Upon Receipt of Shares or Memberships in the Restructuring Transactions (See pages 72 and 182)

We have received a ruling from the Internal Revenue Service that, for U.S. federal income tax purposes, you will not recognize any gain or loss strictly as a result of receiving shares of Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary and that CBOT Holdings will not recognize any gain or loss strictly as a result of CBOT Holdings receiving the Class A membership in the CBOT subsidiary in connection with the restructuring transactions as proposed in 2002. We have received a supplemental ruling from the IRS confirming that certain aspects of the proposed restructuring transactions, which have been modified following the receipt of the initial ruling and, as a result, are not covered by such ruling, will not affect the validity of the initial ruling that CBOT members will not recognize gain with respect to the receipt of Class B memberships of the CBOT subsidiary, including any associated right to trade on the CBOT or the CBOE. These modifications include modifications to the proposed voting rights, procedures to amend the bylaws and rules and

regulations, procedures to nominate directors, rights to call special meetings, board composition and transfer restrictions. Assuming this non-recognition treatment, the tax basis in your membership will carry over to your Class A common stock of CBOT Holdings and memberships in the CBOT subsidiary.

We have received an opinion of Kirkland & Ellis, tax counsel to the CBOT and CBOT Holdings, to the effect that the discussion set forth at "Material U.S. Federal Income Tax Consequences of the Restructuring Transactions" represents its opinion as to the material U.S. federal income tax consequences of the restructuring transactions, subject to the qualifications set forth therein, and are based on reasonable interpretation of existing law. The tax consequences discussed in the opinion and the IRS ruling are identical.

In particular, as described more fully at "Material U.S. Federal Income Tax Consequences of the Restructuring Transactions," it is the opinion of Kirkland & Ellis that:

- No gain or loss will be recognized by a CBOT member with respect to the receipt of Class A common stock of CBOT Holdings or the Class B memberships in the CBOT subsidiary, including any associated right to trade on the CBOT or CBOE.
- The aggregate basis in a member's current membership will carry over to the property received and must be allocated to the various components. If the equity rights and the trading rights and other non-equity rights are treated as separate property for tax purposes, the basis in the equity rights will be allocated among the equity rights received in proportion to their fair market values, and the basis in the existing trading rights and other non-equity rights will carry over to the basis of the trading rights and other non-equity rights received.
- The holding period of the Class A common stock of CBOT Holdings or the Class B memberships in the CBOT subsidiary, will include the period for which such person's current membership has been held, provided that such membership is held as a capital asset or property described in Code Section 1231 on the date of the distribution of the stock or memberships, as the case may be.
- The CBOT will not recognize any gain or loss upon its demutualization and creation of the holding company structure.

No Gain or Loss for Accounting Purposes will be Recognized by the CBOT as a Result of the Restructuring Transactions (See pages 72 and 182)

Certain aspects of the restructuring transactions will be treated in a manner similar to a reorganization of entities under common control. Under this method of accounting, no gain or loss for accounting purposes will be recognized, and the assets and liabilities of the CBOT will each appear on the books of CBOT Holdings at the same recorded amounts as on the books of the CBOT.

Regulatory Matters Relating to the Restructuring Transactions (See page 73)

The completion of the restructuring transactions is subject to our receipt of any approvals required by the CFTC in connection with the proposed changes to our certificate of incorporation, bylaws and rules and regulations that will be made in connection with the restructuring transactions and confirmation by the CFTC that implementation of the restructuring transactions will not have a material adverse effect on our current contract market designation. We are currently in the process of reviewing such proposed changes with the CFTC. We currently expect that, pursuant to applicable CFTC regulations, the CFTC will make its determinations regarding such changes within 45 days following membership approval of the propositions relating to the restructuring transactions. However, under certain circumstances, this process could take much longer.

In addition, the restructuring transactions may be subject to certain regulatory requirements of other state, federal and foreign governmental agencies and authorities. We are currently working to evaluate and comply, as applicable, in all material respects with these requirements and do not currently anticipate that they will delay the completion of the restructuring transactions.

No Stock Exchange Listing; Markets for Shares and Memberships (See page 71)

We have no current plans to seek the listing of the Class A common stock of CBOT Holdings or the memberships of the CBOT subsidiary on any stock exchange upon the completion of the restructuring transactions. However, we would seek the listing of our Class A common stock in connection with any qualified initial public offering after a second approval.

No market presently exists for the Class A common stock of CBOT Holdings. While we cannot provide any assurances in this regard, we currently believe that markets for the Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary may develop that are similar to the current markets for CBOT memberships. The current markets for memberships in the CBOT should facilitate the development of new markets for the Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary.

Risk Factors (See page 21)

There are significant risks associated with the restructuring transactions that you should consider very carefully before voting on the matters being submitted for your consideration. These risks include our ability to implement in a timely and successful manner changes to our organizational and corporate governance structure that are required in order to operate more efficiently. Although we have a long history of operating as a successful member-owned institution, significant changes will be required in the manner in which we evaluate and undertake activities.

Absence of Appraisal Rights (See page 72)

Members who object to the restructuring transactions will not have appraisal rights under Delaware law. If the restructuring transactions are completed and regardless of whether you voted for or against the restructuring transactions, your membership in the CBOT will be eliminated and you will receive shares of common stock of CBOT Holdings and memberships in the CBOT subsidiary, in each case, as described in this document.

CBOT Members Entitled To Vote (See page 184)

Although this document will be mailed to all CBOT members for informational purposes, you are eligible to vote at the special meeting only if you are a Full or Associate Member at the time of the special meeting at which a vote on the restructuring transactions will be taken. With regard to each of the propositions described below, each Full Member will be entitled to one vote per Full Membership and each Associate Member will be entitled to one-sixth of one vote per Associate Membership. GIMs, IDEMs and COMs are not eligible to vote on the restructuring transactions because they do not currently have any voting rights.

Propositions to be Voted Upon by Full and Associate Members (See page 185)

Full and Associate Members are being asked to approve the restructuring transactions by voting on the following five propositions:

(1) the approval of the agreement and plan of merger relating to a merger that will facilitate the demutualization of the CBOT;

(2) the approval of new bylaws of the CBOT, which will become the bylaws of the CBOT subsidiary, and certain technical amendments to the current CBOT bylaws identifying the CBOT members as "members" for purposes of Delaware corporation law;

(3) the approval and ratification of the settlement allocation established by the terms of the settlement agreement;

(4) the approval and ratification of the agreements among the CBOT, CBOT Holdings and CBOE relating to the CBOE exercise right; and

(5) the approval and ratification of changes to our corporate governance structure, including the ability to issue capital stock and pay dividends, new voting rights, new charter and bylaw amendment procedures, new board classification, new director nomination procedures and elimination of action by written consent, and all other matters relating to the restructuring transactions.

Proposition (1) will be approved if a majority of the voting power of Full and Associate Members, voting together as a single class based upon their respective voting rights, vote in favor of the approval of proposition (1). Propositions (2), (3), (4) and (5) will be approved if Full and Associate Members, voting together as a single class based upon their respective voting rights, cast at least 300 votes at the special meeting, in person or by proxy ballot, and at least a majority of the votes cast are in favor of propositions (2), (3), (4) and (5).

Our directors and officers hold memberships entitling them to cast an aggregate of 13 3/6 votes on the propositions, representing about 0.9% of the total votes that may be cast.

Each of these propositions is a separate matter to be voted upon, but each proposition is expressly conditioned upon the approval of each of the other propositions. This means that ALL FIVE propositions must be approved or ratified, as applicable, in order for us to be able to complete the restructuring transactions. The restructuring transactions will not be completed if the Full and Associate Members do not approve or ratify, as applicable, each of these five propositions.

As part of the vote on the restructuring transaction, Full and Associate Members are being asked to "ratify" certain matters. Ratification in this context refers to the approval by members of matters for which their approval is not necessarily legally required. Although we are not aware of case law addressing the effect of ratification by members of a Delaware nonstock corporation, we believe, based on certain cases addressing ratification by stockholders, that ratification may under certain circumstances be effective to approve actions taken by a corporation and its board of directors, even if the actions are challenged by some of the members, provided that such actions are not against public policy (such as actions involving waste, fraud or similar egregious misconduct). We thus believe that ratification by Full and Associate Members of the matters relating to the restructuring transactions should extinguish any claim by such members (other than for waste, fraud or similar egregious misconduct or based on lack of proper disclosure) against the CBOT and its directors based on these transactions, including a claim alleging unfairness of these transactions to one or more classes of membership or alleging any deficiency in the process of developing the terms of these transactions or the CBOT board of directors' consideration or approval of these transactions.

Recommendation of the CBOT Board of Directors (See page 74)

Our board of directors has determined that the restructuring transactions are in the best interests of the CBOT and its members and that the restructuring transactions are fair to each class of CBOT membership. **Our board of directors has approved the restructuring transactions and recommends that Full and Associate Members vote "FOR" each of the five propositions being submitted for their approval in connection with the restructuring transactions.**

Additional Information Regarding the Restructuring Transactions (See page 191)

If you have any questions about the restructuring transactions, including how to submit your proxy ballot if you are a Full or Associate Member, or if you would like to request additional copies of this document or the proxy ballot, please contact the CBOT as indicated below:

Board of Trade of the City of Chicago, Inc.
141 West Jackson Boulevard
Chicago, Illinois 60604
Attention: Secretary

You may also obtain free copies of this document (and certain other documents publicly filed by the CBOT) at the website of the Securities and Exchange Commission at *www.sec.gov*, and you may obtain certain of these documents at the CBOT's website at *www.cbot.com*. We are not incorporating the contents of the websites of the SEC or the CBOT or any other person into this document, but we are providing this information for your convenience.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following table sets forth a summary of consolidated financial and other information for the CBOT. The balance sheet data as of December 31, 2003 and 2002 and operating data for the years ended December 31, 2003, 2002 and 2001 have been derived from the audited consolidated financial statements and related notes included in Appendix A of this document. The balance sheet data as of September 30, 2004 and operating data for the nine months ended September 30, 2004 and 2003 have been derived from the unaudited condensed consolidated financial statements and related notes included in Appendix A of this document. The balance sheet data as of December 31, 2001, 2000 and 1999 and operating data for the years ended December 31, 2000 and 1999 have been derived from audited financial statements and related notes and the balance sheet data as of September 30, 2003 have been derived from unaudited condensed consolidated financial statements and related notes not included in this document. The balance sheet and operating data as of and for the nine months ended September 30, 2004 and 2003 include, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of such data. The results of operations for the nine months ended September 30, 2004 are not necessarily indicative of the results that may be expected for the entire year. The information set forth below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the consolidated financial statements and the related notes, the unaudited pro forma condensed consolidated financial statements and other financial information included elsewhere in this document.

	Nine Months Ended September 30,		Year Ended December 31,				
	2004	2003	2003	2002	2001	2000	1999
	(dollars in thousands, except per share data)						
Operating Data							
Total revenues	$ 296,556	$ 282,394	$ 381,302	$ 308,273	$ 251,731	$ 214,753	$ 207,869
Operating expenses	221,984	187,184	265,581	249,952	240,174	225,556	225,885
Income (loss) from operations	74,572	95,210	115,721	58,321	11,557	(10,803)	(18,016)
Income taxes (credit)	30,966	22,491	22,074	24,010	5,297	952	(3,091)
Income (loss) before cumulative effect of change in accounting principle and minority interest	43,606	72,719	93,647	34,311	6,260	(11,755)	(14,925)
Cumulative effect of change in accounting principle—net of tax of $36(1) and $2,026(2), respectively	—	—	—	—	(51)	—	(2,920)
Income (loss) before minority interest	43,606	72,719	93,647	34,311	6,209	(11,755)	(17,845)
Minority interest in (income) loss of subsidiary	1,100	(41,162)	(62,940)	—	—	—	6,933
Net income (loss)	$ 44,706	$ 31,557	$ 30,707	$ 34,311	$ 6,209	$ (11,755)	$ (10,912)
Balance Sheet Data							
Total assets	$ 447,640	$ 438,696	$ 483,981	$ 354,197	$ 341,891	$ 359,074	$ 358,736
Total liabilities	149,887	146,579	169,758	135,161	156,419	180,151	168,512
Short-term borrowings	19,831	18,070	19,665	10,714	18,398	27,083	6,500
Long-term borrowings	31,671	48,473	50,045	42,857	58,324	64,286	87,500
Minority interest	1,540	41,162	62,940	—	—	—	—
Total equity	296,213	250,955	251,283	219,036	185,472	178,923	190,224
Pro forma Data(3)							
Total assets	$ 447,640	$ 438,696	$ 483,981	$ 354,197	$ 341,891	$ 359,074	$ 358,736
Total liabilities	149,887	146,579	169,758	135,161	156,419	180,151	168,512
Short-term borrowings	19,831	18,070	19,665	10,714	18,398	27,083	6,500
Long-term borrowings	31,671	48,473	50,045	42,857	58,324	64,286	87,500
Minority interest	1,540	41,162	62,940	—	—	—	—
Total equity	296,213	250,955	251,283	219,036	185,472	178,923	190,224
Net income (loss)	44,706	31,557	30,707	34,311	6,209	(11,755)	(10,912)
Net income (loss) per share(4)	0.91	0.64	0.62	0.70	0.13	(0.24)	(0.22)
Other Data							
Current ratio(5)	2.10	2.35	2.37	1.86	1.12	0.69	1.01
Working capital (deficit)	$ 89,158	$ 95,653	$ 115,622	$ 53,406	$ 8,883	$ (24,305)	$ 351
Capital expenditures	28,608	24,506	46,062	22,675	16,358	38,497	25,165
Interest coverage ratio(6)	21.41	33.04	30.11	13.27	2.72	N/A	N/A
Number of full time employees at end of period	718	682	694	657	661	711	846
Sales price per full CBOT membership—High	$ 950	$ 450	$ 555	$ 453	$ 415	$ 642	$ 633
Low	413	310	310	240	290	255	400

(1) In 2001, the CBOT adopted Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended and interpreted, requiring recognition of all derivative instruments in the Consolidated Statements of Financial Condition as either assets or liabilities and the measurement of those instruments at fair value. SFAS No. 133 also requires changes in the fair value of derivative instruments to be recorded each period in current earnings or other comprehensive income depending on the intended use of the derivatives.

(2) In 1999, the CBOT adopted Statement of Position ("SOP") 98-5, "Reporting on the Costs of Start-Up Activities." SOP 98-5 requires that start-up activities be expensed as incurred. Previously, start-up activities were capitalized and amortized.

(3) Reflects the conversion of members' equity to common stock of CBOT Holdings.

(4) Based on 49,359,836 shares issued and outstanding immediately following the completion of the restructuring transactions.

(5) Equals current assets divided by current liabilities.

(6) Equals the sum of income from operations plus interest expense, divided by interest expense.

RISK FACTORS

If we complete the restructuring transactions, each CBOT member will become a stockholder of CBOT Holdings and a member of the CBOT subsidiary. Therefore, you should carefully consider each of the following risks and uncertainties, and all other information set forth in this document, before deciding whether to vote for or against the five propositions relating to the restructuring transactions. The following risks relate to:

- *the restructuring transactions, particularly the demutualization of the CBOT;*
- *our business in general and the industry in which we operate;*
- *regulations applicable to our business and litigation in which we are, or may be, involved;*
- *changes in our corporate governance structure that will be implemented as part of the restructuring transactions; and*
- *changes in our corporate governance and capital structure that will be implemented if and when the second approval would occur.*

In this section, we describe all of the material risks and uncertainties that are presently known to us.

Risks Relating to the Restructuring Transactions

We are subject to the following risks in connection with the restructuring transactions, particularly our demutualization. Certain other risks relating to changes in our governing documents in connection with the restructuring transactions are described below, see "—Risks Relating to Changes in Our Corporate Governance Structure."

We Have No Internal Experience in Operating as a For-Profit Futures Exchange

Since our formation over 150 years ago, we have operated as a mutual (or member-owned) organization for the benefit of our members, focused on delivering member benefits and enhancing member opportunity at reasonable cost. After the restructuring transactions, our business will also be operated for the long-term benefit of our stockholders rather than solely for the purpose of delivering member benefits and enhancing member opportunity. Our management has limited experience operating a for-profit business. Consequently, our transition to for-profit operations will be subject to risks, expenses and difficulties that we cannot predict and may not be capable of handling in an efficient manner.

Our Holding Company Structure May Not Achieve its Intended Benefits

We believe that the proposed holding company structure contemplated by the restructuring transactions will provide us increased flexibility to operate in a manner that will allow us to pursue our strategic goals while preserving for our exchange subsidiary certain desirable attributes of nonstock membership corporations. We may not realize the expected benefits of the holding company structure if market conditions, the regulatory environment or other circumstances limit us from pursuing our strategic goals. As a result, we could incur the costs of maintaining a holding company structure without realizing all of the intended benefits.

CBOT Holdings Will be Dependent Upon Distributions and Dividends from its Operating Subsidiaries to Meet its Obligations

Upon the completion of the restructuring transactions, CBOT Holdings will have no business operations of its own. CBOT Holdings will be a holding company and its only significant asset will initially consist of the Class A membership in the CBOT subsidiary. This Class A membership will entitle CBOT Holdings to all dividends and distributions, including proceeds upon liquidation, from the CBOT subsidiary. As a result, after the restructuring transactions CBOT Holdings will rely exclusively upon distributions from the CBOT subsidiary in

order to meet its obligations. We currently expect that most of the earnings and cash flow of the CBOT subsidiary will initially be retained and used by it in its operations, including for purposes of servicing debt obligations it may have now or incur in the future.

The CBOE Exercise Right Could be Challenged Further by the CBOE

Notwithstanding that we and the CBOE have entered into the August 7, 2001 agreement and related October 7, 2004 letter agreement, in light of issues raised by the CBOE from time to time in the past regarding the CBOE exercise right, we cannot assure you that the CBOE will not take other actions in the future to challenge or interfere with the exercise right in reliance upon its interpretation of these agreements, the 1992 agreement or article fifth (b) of the CBOE's certificate of incorporation, which created the exercise right in 1973. We also cannot assure you that the CBOE will not otherwise be successful in terminating the CBOE exercise right or preventing Full Members from exercising such right in the future in response to future actions taken by CBOT Holdings or the CBOT subsidiary in implementing their business strategies, especially in the area of electronic trading. For more information on the exercise right and the CBOE's recent attempts to restrict the scope of the exercise right, see "Our Business—Legal Proceedings—Chicago Board Options Exchange Dispute."

We Have Not Determined or Received Any Opinion Regarding the Value of the CBOT Before or After the Restructuring Transactions or the Value of the Securities and/or Memberships You Will Receive in the Restructuring Transactions Compared to the Value of the Memberships You Currently Own

We have not determined the value of the CBOT in its current form as a nonstock, not-for-profit corporation or its value as a stock, for-profit holding company after the restructuring transactions. In addition, we have not determined the value of the Class A common stock of CBOT Holdings, including shares of Class A common stock to be paid to the plaintiff class representatives pursuant to the settlement agreement, and Class B memberships in the CBOT subsidiary that will be issued in respect of the existing CBOT memberships in connection with the restructuring transactions. We have neither sought nor received any professional opinions from financial advisors or other third parties regarding any such potential value differential. Thus, we can give you no assurance that the value of CBOT Holdings and/or the CBOT subsidiary will be at least equal to the value of the CBOT or that the value of the Class A common stock of CBOT Holdings and/or the Class B memberships in the CBOT subsidiary will be at least equal to the value of the corresponding memberships in the CBOT that you currently own.

Full Members Will Experience Dilution of Their Relative Voting Power at CBOT Holdings

As a result of the allocation of Class A common stock of CBOT Holdings among all five classes of our members and the limitation on the voting rights of Class B members of the CBOT subsidiary resulting from the completion of the restructuring transactions, Full Members will experience a dilution of their voting power at CBOT Holdings on general matters relative to the voting power of Associate Members, GIMs, IDEMs and COMs on such matters.

Our current certificate of incorporation and bylaws provide that the Full Members are entitled to one vote per membership and Associate Members are entitled to one-sixth of one vote per membership on all matters subject to a membership vote, while GIMs, IDEMs and COMs do not have the right to vote on any matters. Upon the completion of the restructuring transactions, the holders of the Class A common stock of CBOT Holdings will have the right to vote on all matters upon which the stockholders of CBOT Holdings will be entitled to vote generally, including the election of directors. By virtue of their receipt of shares of Class A common stock pursuant to the restructuring transactions, GIMs, IDEMs and COMs who do not currently have voting rights in the CBOT will also be entitled as common stockholders to vote on all matters submitted to the stockholders of CBOT Holdings for a vote.

As a result, upon the completion of the restructuring transactions, Class A common stockholders of CBOT Holdings who were Full Members of the CBOT will hold about 77.65% of the voting power of CBOT Holdings,

compared to about 91.29% of the voting power of the CBOT held prior to the completion of the restructuring transactions. See “The Restructuring Transactions—Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions” and “Description of Capital Stock of CBOT Holdings.”

Full Members and GIMs Will Experience Dilution of Their Relative Liquidation Rights

As a result of the allocation of Class A common stock of CBOT Holdings among all five classes of our members and the exclusive right of CBOT Holdings as the sole Class A member of the CBOT subsidiary to share in the proceeds of liquidation of the CBOT subsidiary resulting from the completion of the restructuring transactions, Full Members and GIMs will experience dilution of their liquidation rights in CBOT Holdings relative to the liquidation rights of Associate Members, IDEMs and COMs.

Our current certificate of incorporation and bylaws provide that our members would share in the proceeds upon liquidation in a ratio of 1.000 : 0.167 : 0.111 : 0.005 : 0.005 for each Full Member, Associate Member, GIM, IDEM and COM, respectively. This represents an implied allocation of liquidation proceeds among Full Members, Associate Members, GIMs, IDEMs and COMs as follows: 6.00 : 1.00 : 0.67 : 0.03 : 0.03. Upon the completion of the restructuring transactions, CBOT Holdings Class A common stockholders will have the right to share in the proceeds of liquidation of CBOT Holdings pro rata on the basis of the number of shares of Class A common stock owned and CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the exclusive right to share in the proceeds of liquidation of the CBOT subsidiary.

Accordingly, upon the completion of the restructuring transactions, the proceeds upon liquidation would be shared among the holders of Class A common stock of CBOT Holdings in accordance with the settlement allocation used to allocate equity in CBOT Holdings pursuant to the restructuring transactions, which, after giving effect to the plaintiff class representative compensation but before allocating the plaintiff class representative compensation among the six plaintiff class representatives, is 2.73 : 1.00 : 0.50 : 0.11 : 0.25 to each Full Member, Associate Member, GIM, IDEM and COM, respectively. This will increase the liquidation rights of stockholders who are currently Associate Members, IDEMs and COMs and will reduce in a corresponding manner the relative liquidation rights of stockholders who are now Full Members and GIMs. See “The Restructuring Transactions—Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions” and “Description of Capital Stock of CBOT Holdings.”

We May Incur Material, Unanticipated Costs in Connection with the Restructuring Transactions

Because we have been pursuing our proposed restructuring for such a long time, we have already incurred substantial expenses in connection with the restructuring transactions. Moreover, we have planned for additional expenditures that will be necessary for the completion of these transactions. Further, we may incur additional significant costs and expenses greater than those we have planned for in connection with the restructuring transactions. We cannot assure you that these additional costs will not be material to our business.

We Will Be Unable to Complete the Restructuring Transactions Unless We Can Obtain Necessary Regulatory Approvals, Including from the CFTC

In order to complete the restructuring transactions, we currently anticipate that we will ask the CFTC to approve changes to our certificate of incorporation, bylaws and rules and regulations and to confirm that implementation of the restructuring transactions will not have a material adverse effect on our current contract market designation. We are in the process of reviewing such proposed changes with the CFTC. We currently expect that, under applicable CFTC regulations, within 45 days following membership approval of the propositions relating to the restructuring transactions, the CFTC will make its determinations regarding such changes. However, under certain circumstances, this process could take much longer. If these CFTC approvals and any other necessary regulatory approvals or authorizations cannot be obtained, we may not be able to complete the restructuring transactions and any delay in the implementation of the restructuring transactions

caused by the CFTC or other regulators may jeopardize the expected benefits of the restructuring transactions. Generally speaking, depending on the circumstances, it could take several months to receive the necessary approvals from the CFTC. We cannot assure you that the CFTC and other regulatory approvals will be obtained in connection with the restructuring transactions or, if obtained, that the approvals will be timely received.

The Absence of a Prior Public Market Limits Our Ability to Predict Whether and to What Extent a Public Market Will Develop in Our Shares

There is currently no public market for the shares of Class A common stock of CBOT Holdings as such common stock will be newly issued securities and subject to significant transfer restrictions. The transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings will cause such common stock to generally be linked together with the Class B memberships in the CBOT subsidiary for an indefinite period of time, unless and until there occurs the second approval. Although we currently expect that the boards of directors of CBOT Holdings and the CBOT subsidiary will not, for the forseeable future, consider seeking the removal and/or reduction of these transfer restrictions in the absence of the second approval, it is possible that such transfer restrictions could be removed and/or reduced at some point in the future. If this occurs, we cannot assure you that a market will develop for such common stock. Moreover, even if the Series A-1, A-2 and A-3 common stock of CBOT Holdings were to convert into unrestricted Class A common stock and become freely tradable, we do not know whether third parties would find the shares of unrestricted Class A common stock of CBOT Holdings to be an attractive investment, or whether firms would be interested in making a market for such common stock. Consequently, we cannot at this time assure you that any trading market for any shares of our capital stock will develop or, if any market develops, how strong it may be.

There is Uncertainty as to the Effect the Restructuring Transactions Will Have on the Application of Our Rule Concerning Claims Against the Proceeds of a Transfer of a Membership After the Restructuring Transactions

Under our current rules and regulations, proceeds from the transfer of a membership are subject to certain prior claims of other members against the seller of that membership. As a result of the restructuring transactions, our members will receive a combination of interests consisting of both Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary. The Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary will generally be linked together for an indefinite period of time, unless and until there occurs the second approval. Due to this linkage and the unique characteristics of the resulting combinations of interests, we believe that there is significant uncertainty concerning the application of this rule after the restructuring transactions. Absent special circumstances, proceeds from the transfer of shares of Class A common stock of CBOT Holdings will not be subject to the prior claims of the holders of Class B memberships in the CBOT subsidiary unless and to the extent that such holders have otherwise perfected a security interest in the transferred shares of Class A common stock of CBOT Holdings, such as receiving a pledge of such shares. The rules and regulations of the CBOT subsidiary will provide that the proceeds of any transfer of Class B memberships in the CBOT subsidiary will be subject to the priority of payments provision that is currently applicable to the transfer of CBOT memberships. However, we are not aware of any court that has considered the applicability of such a provision in the context of linked common stock and memberships. Accordingly, while we currently intend to retain this provision in the rules and regulations of the CBOT subsidiary, there is uncertainty as to whether, how and to what extent the priority of payments provision would be enforced in accordance with its terms. As a result, we cannot provide you any assurances as to the continued enforceability of this priority of payments provisions after the completion of the restructuring transactions and you may wish to consider the implementation of special procedures to protect your interests in this regard.

Risks Relating to Our Business

Our business, and thus the value of the Class A common stock to be issued by CBOT Holdings and the Class B memberships to be issued by the CBOT subsidiary, are subject to the following risks, which include risks relating to the industry in which we operate.

Intense Competition Could Materially Adversely Affect Our Market Share and Financial Performance

The futures industry is highly competitive. Many of our competitors and potential competitors are more established or have greater financial resources than we do. Many of our competitors also have greater access to capital markets as well as more substantial marketing capabilities and technological and personnel resources. We expect that competition will intensify in the future. For example, on February 8, 2004, Eurex, the world's largest derivatives exchange, launched a registered U.S. exchange initially offering futures and options on futures contracts on U.S. Treasury notes and bonds. Eurex has stated its intention to offer a full range of derivatives on U.S. interest rates, indexes and equities, many of which are products currently offered by us.

Competitive pressures may cause us to re-evaluate our current business model and strategy. For example, in an industry where substantially all derivatives are traded electronically, the concept of an open outcry exchange, including the services we provide and our sources of revenue, may change swiftly and substantially. Increased development of the electronic trading markets could substantially increase competition for some or all of the products and services we currently provide.

In addition, our competitors may:

- respond more quickly to competitive pressures due to their corporate governance structures, which may be more flexible and efficient than our corporate governance structure;
- develop similar products that are preferred by our customers;
- develop non-traditional alternative risk transfer products that compete with our products;
- price their products and services more competitively;
- develop and expand their network infrastructures and service offerings more efficiently;
- adapt more swiftly to new or emerging technologies and changes in client requirements;
- utilize better, more user-friendly and more reliable technology;
- take greater advantage of acquisitions, alliances and other opportunities;
- more effectively market, promote and sell their products and services;
- better leverage existing relationships with clients and strategic partners or exploit better recognized brand names to market, distribute and sell their services; and
- exploit regulatory disparities between traditional, regulated exchanges and alternative markets that benefit from a reduced regulatory burden and a lower-cost business model.

Our current and prospective competitors are numerous and include securities exchanges, futures and options exchanges, market data and information vendors, electronic communications networks, crossing systems and similar entities, consortia of large customers and some of our clearing member firms and interdealer brokerage firms. We may also face competition from computer software companies and media and technology companies. The number of businesses providing internet-related financial services, or "e-commerce" businesses, has grown rapidly, and other companies have entered into, or are forming, joint ventures or consortia to provide services similar to those provided by us. Further, many of our competitors, including Eurex, the Chicago Mercantile Exchange, or the "CME", and the New York Mercantile Exchange are already for-profit companies with more modern corporate governance structures that enable them to make decisions more quickly and efficiently and enhance their overall competitiveness. Moreover, the CME has the ability to raise capital through the issuance of equity securities and has already engaged in such capital-raising activity. For more information concerning the competitive nature of our industry and the challenges we face, see "Our Business—Competition."

As a result of this intense competition, we cannot assure you that we will be able to retain our current customers or attract new customers to our markets, products and services. In addition, we cannot assure you that

we will not lose customers because of more economical alternatives offered from competitors with comparable or possibly superior products, services or trade execution services. Our business could be adversely affected if we fail to attract new customers or lose a substantial number of our current customers to competitors.

We Depend on Our Executive Officers and Other Key Personnel

Our future success depends in large part upon the continued service of our executive officers, as well as various key management, technical and trading operations personnel. We believe that it is difficult to hire and retain executive management with the skills and abilities desirable for managing and operating a futures exchange. The loss of key management such as our President and Chief Executive Officer, Bernard W. Dan, our Executive Vice President and Chief of Staff, Carol A. Burke, our Executive Vice President, William M. Farrow III, our Executive Vice President and Chief Operating Officer, Bryan T. Durkin, or our Senior Vice President and Chief Financial Officer, Glen M. Johnson, could have a material adverse effect on our business, financial condition and operating results. We cannot assure you that any of our key personnel will not voluntarily terminate his or her employment with us. However, we have entered into employment agreements, each of which contains certain non-compete provisions, with each of Bernard W. Dan and Carol A. Burke in an attempt to ensure the continuation of their employment.

Our future success also depends, in significant part, upon our ability to recruit and retain highly skilled and often specialized individuals as employees, particularly in light of the rapid pace of technological advances. The level of competition in our industry for people with these skills is intense, and from time to time we have experienced losses of key employees. Significant losses of key personnel, particularly to other employers with which we compete, could have a material adverse effect on our business, financial condition and operating results.

We May Not Effectively Manage Our Growth

We intend to develop and expand our business, including both our open outcry and electronic trading systems. This growth may place a significant strain on our management, personnel, systems and other resources. We must continue to improve our operational and financial systems and managerial controls and procedures, and we will need to continue to expand, train and manage our technology workforce. We must also maintain close coordination among our technology, compliance, accounting, finance, marketing and sales organizations. We cannot assure you that we will manage our growth effectively, and our failure to do so could have a material adverse effect on our business, financial condition and operating results.

Our Decision to Operate Both Open Outcry Trading and Electronic Trading Systems, Including Our Commitment to Maintain Open Outcry Markets, May Materially Adversely Affect Our Operating Costs, Markets and Profitability

It is expensive in terms of costs and management and other resources to continue operating two trading systems for the same products. Our current business strategy involves the operation of both pit-based, open outcry trading and electronic trading systems for our products. In addition, the certificate of incorporation of the CBOT subsidiary will contain a provision generally requiring the CBOT subsidiary to maintain current open outcry markets so long as each such market is deemed liquid under the terms of the certificate of incorporation unless the discontinuance of any such market is approved by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary in accordance with the certificate of incorporation of the CBOT subsidiary. As a result, the CBOT subsidiary will be obligated under the terms of its certificate of incorporation to provide financial and other support to these markets. We may not have sufficient resources to adequately fund or manage both trading systems. This may result in resource allocation decisions that adversely impact one or both systems. Also, if we continue to operate both trading systems, liquidity on each may be less than the liquidity on a competitive unified trading system, making our trading systems less attractive and less competitive. As a result, our total revenues may be lower than if we operated only open outcry trading or only electronic trading. Moreover, to the extent that

we continue to operate two trading systems, our boards and management may make decisions which are designed to enhance the continued viability of two separate trading systems. These decisions may have a negative impact on the overall competitiveness of each trading system.

We are Subject to Certain Risks Associated with the Globalization of Our Business

We expect that the expansion of our electronic markets will increase the portion of our business that is generated from outside the United States. The globalization of our business presents a number of inherent risks, including the following:

- potential difficulty of enforcing agreements and collecting receivables through certain foreign legal systems;
- the evolving global tax treatment of electronic commerce, and the possibility that foreign governments could adopt onerous or inconsistent tax policies with respect to taxation of products traded on our markets or of the services that we provide;
- tax rates in certain foreign countries may exceed those of the United States and foreign earnings may be subject to withholding requirements or the imposition of tariffs, exchange controls or other restrictions;
- listed derivatives markets are regulated in most developed nations, and it may be impractical for us to secure or maintain the regulatory approvals necessary for our markets to be accessible from one or more nations;
- certain of our expenses are denominated in foreign currencies, which exposes us to the risk of fluctuating exchange rates and we may not fully eliminate this risk through our hedging activity;
- general economic and political conditions in the countries from which our markets are accessed may have an adverse effect on our trading from those countries; and
- it may be difficult to enforce our intellectual property rights in certain foreign countries.

As we expand our business globally, our success will be dependent, in part, upon our ability to anticipate and manage these and other risks effectively. We cannot assure you that these and other factors will not have a material adverse effect on our business as a whole.

Our Market Data Fees May be Reduced or Eliminated Due to Industry Consolidation Among Market Data Vendors

We license our market data to vendors who distribute such data to persons or entities that use or monitor our markets. For the nine months ended September 30, 2004, our revenue from the sale of market data represented about 16% of our total revenue. Due to industry consolidation among our market data vendors, our year-end subscription levels decreased 8% and 11% during 2003 and 2002, respectively. As a result, our market data revenues decreased $2.4 million and $8.3 million during 2003 and 2002, respectively. If we continue to experience declining subscription levels, we can expect to continue to lose market data fee revenue if we are unable to recover that lost revenue through terminal usage fees, transaction fees or the development of alternative market data products.

We May Not Be Successful in Executing Our Electronic Trading Strategy

We have committed substantial resources to develop our electronic trading capabilities. We began to offer our products electronically over the a/c/e system in August 2000 and, upon the termination of our contractual arrangements relating to that system on December 31, 2003, we transferred our electronic trading operations to the LIFFE CONNECT® system provided by LIFFE Administration and Management, which we refer to as “LIFFE.” In implementing the a/c/e system and in transitioning from the a/c/e system to LIFFE CONNECT®, we have balanced the desire to maximize system functionality against the associated costs, in both capital

expenditure and time to market. While we believe these decisions will benefit our electronic trading capabilities, we cannot assure you these initiatives will be successful. The failure to successfully execute our electronic trading strategy could have a material adverse impact on our operations.

We Are Subject to Certain Risks Relating to the Operation of an Electronic Trading Market

In January 2004, LIFFE became the supplier of our electronic trading system. We cannot assure you that our decision to transition to the LIFFE CONNECT® system will achieve the functionality and cost benefits that we currently expect. In addition, we are subject to risks relating generally to the provision of electronic transaction services which include our failure or inability to:

- acquire, develop or implement new, enhanced or updated versions of electronic trading software;
- attract independent software vendors to write front-end software that effectively accesses our electronic trading system;
- increase the number of devices, such as trading and order routing terminals, capable of sending orders to our floor and to our electronic trading system; and
- respond effectively to technological developments or service offerings by competitors.

If our electronic trading operations are not successful, our business or future financial condition or operating results could be materially adversely affected.

We May Be Unable to Keep Up With Rapid Technological Changes

To remain competitive, we must continue to enhance and improve the responsiveness, functionality, accessibility and features of our proprietary software, network distribution systems and other technologies. The financial services and e-commerce industries are characterized by rapid technological change, changes in use and customer requirements and preferences, frequent product and service introductions embodying new technologies and the emergence of new industry standards and practices that could render obsolete our existing proprietary technology and systems. Our success will depend, in part, on our ability to:

- develop or license leading technologies useful in our business;
- enhance our existing services;
- develop new services and technology that address the increasingly sophisticated and varied needs of our existing and prospective clients; and
- respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis.

We cannot assure you that we will be able to successfully implement new technologies or adapt our proprietary technology and transaction-processing systems to customer requirements or emerging industry standards. We cannot assure you that we will be able to respond in a timely manner to changing market conditions or customer requirements, and a failure to so respond could have a material adverse effect on our business, financial condition and operating results.

Computer and Communications Systems Failures and Capacity Constraints Could Harm Our Reputation and Our Business

Our failure to operate, monitor or maintain our computer systems and network services, including those systems and services related to our electronic trading system, or, if necessary, to find replacements for our technology in a timely and cost-effective manner, could have a material adverse effect on our reputation, business, financial condition and operating results. We rely and expect to continue to rely on third parties for various computer and communications systems, such as telephone companies, on-line service providers, data

processors, clearance organizations and software and hardware vendors. Our systems or those of our third party providers may fail, causing one or more of the following effects:

- unanticipated disruptions in service to customers;
- slower response times;
- delays in trade execution;
- decreased customer satisfaction;
- incomplete or inaccurate accounting, recording or processing of trades;
- financial losses;
- security breaches;
- litigation or other customer claims; and
- regulatory sanctions.

Our status as a CFTC registrant requires that our trade execution and communications systems be able to handle anticipated present and future peak trading volume. Heavy use of our computer systems during peak trading times or at times of unusual market volatility could cause our systems to operate slowly or even to fail for periods of time. We monitor system loads and performance and regularly implement system upgrades to handle estimated increases in trading volume. However, we cannot assure you that our estimates of future trading volume will be accurate or that our systems will always be able to accommodate actual trading volume without failure or degradation of performance. System failure or degradation could lead our customers to file formal complaints with industry regulatory organizations, file lawsuits against us or cease doing business with us or could lead the CFTC or other regulators to initiate inquiries or proceedings for failure to comply with applicable laws and regulations.

In addition, we cannot assure you that we will not experience system failures, outages or interruptions that will materially adversely affect our business. Any failures that cause an interruption in service or decrease our responsiveness, including failures caused by customer error or misuse of our systems, could impair our reputation, damage our brand name and have a material adverse effect on our business, financial condition and operating results.

We Depend on Third Party Suppliers for Services That Are Important to Our Business

We depend on a number of suppliers, such as banking, clearing and settlement organizations, telephone companies, online service providers, data processors and software and hardware vendors for elements of our trading, clearing and other systems, as well as communications and networking equipment, computer hardware and software and related support and maintenance. In particular, we rely upon the CME to provide certain clearing services as part of the CME/CBOT Common Clearing Link and LIFFE as part of the LIFFE CONNECT® system. Thus, CME and LIFFE are two of our critical third party suppliers. We cannot assure you that any of these providers will be able to continue to provide these services in an efficient, cost-effective manner or that they will be able to adequately expand their services to meet our needs. An interruption in or the cessation of service by any service provider and our inability to make alternative arrangements in a timely manner, or at all, could have a material adverse effect on our business, financial condition and operating results.

Our Networks and Those of Our Third Party Service Providers May be Vulnerable to Security Risks

We expect the secure transmission of confidential information over public networks to continue to be a critical element of our operations. Our networks and those of our third party service providers, our member firms and our customers may be vulnerable to unauthorized access, computer viruses and other security problems. Persons who circumvent security measures could wrongfully use our information or cause interruptions or

malfunctions in our operations, any of which could have a material adverse effect on our business, financial condition and operating results. We may be required to expend significant resources to protect against the threat of security breaches or to alleviate problems, including reputational harm and litigation, caused by any breaches. Although we intend to continue to implement industry-standard security measures, these measures may prove to be inadequate and result in system failures and delays that could lower trading volume and have an adverse effect on our business, financial condition and operating results.

Declines in the Global Financial Markets May Materially Adversely Affect Our Business

Adverse economic and political conditions may cause declines in global financial markets and may affect our operating results. The global financial services business is, by its nature, risky and volatile and is directly affected by many national and international factors that are beyond our control. Any one of these factors may cause a substantial decline in the global financial services markets, resulting in reduced trading volume. These events could materially adversely affect our business. These factors include:

- economic and political conditions in the United States and elsewhere in the world;
- wavering institutional/consumer confidence levels;
- the availability of cash for investment by mutual funds and other wholesale and retail investors; and
- legislative and regulatory changes.

Strategic Alliances May Not Produce the Results We Expect

We currently believe that strategic alliances could play an important role in our long-term success. In this regard, we may seek to enter into alliances or other arrangements with other parties. However, we cannot assure you that we will be successful in either developing, or fulfilling the objectives of, any such alliance. Further, our participation in these alliances may strain our resources and may limit our ability to pursue other strategic and business initiatives, which could materially adversely affect our business.

Our Business is Subject to Risks Related to Our Real Estate Holdings

Revenue from our real estate operations represented about 5% of our operating revenue for the nine months ended September 30, 2004. Lower occupancy rates, market rental rates and non-renewal of leases by tenants could have a material adverse effect on revenue from building operations. Any decrease in leased space could also affect future building service revenue if there is no corresponding demand for the vacated office space. Furthermore, most of our tenants are engaged in businesses that are directly or indirectly related to the brokerage/trading industry or related areas of financial services and adverse business conditions affecting those businesses could have a material adverse effect on our occupancy rates and building services revenues.

Risks Relating to Regulation and Litigation

We are subject to the following risks in connection with the regulation of, and litigation relating to, our business.

We May Not Be Able to Maintain Our Self-Regulatory Responsibilities

Some financial services regulators have publicly stated their concerns about the ability of a financial exchange, organized as a for-profit corporation, to adequately discharge its self-regulatory responsibilities. Our regulatory programs and capabilities contribute significantly to our brand name and reputation. Although we believe that we will be permitted to maintain these responsibilities, we cannot assure you that we will not be required to modify or restructure our regulatory functions in order to address these or other concerns. Any such modifications or restructuring of our regulatory functions could entail material costs, for which we have not currently planned.

We Are Subject to Significant Risks of Litigation

Many aspects of our business involve substantial risks of liability. For example, dissatisfied customers frequently make claims regarding quality of trade execution, improperly settled trades, mismanagement or even fraud against their service providers. We may become subject to these claims as the result of failures or malfunctions of systems and services provided by us. We could incur significant legal expenses defending claims, even those without merit. Although the Commodity Exchange Act and our CFTC-approved disclaimer and limitation of liability rules offer us some protections, an adverse resolution of any lawsuits or claims against us could have a material adverse effect on our reputation, business, financial condition and operating results.

We are currently subject to various litigation matters. We cannot assure you that we will be successful in defending any of these matters, and resulting adverse judgments could have a material adverse effect on our financial condition. In addition, we have been subject to legal proceedings and claims as a result of the restructuring transactions in the past and it is possible that other claims could be brought in the future. For example, while we have entered into a settlement agreement relating to the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs such that we can move forward with our proposed restructuring at this time, this dispute has resulted in a substantial delay in our progress to complete the restructuring transactions. See “Our Business—Legal Proceedings.”

Any Infringement by Us on Patent Rights of Others Could Result in Litigation and Could Materially Adversely Affect Our Operations

Our competitors as well as other companies and individuals may obtain, and may be expected to obtain in the future, patents that concern products or services related to the types of products and services we offer or plan to offer. We cannot assure you that we are or will be aware of all patents containing claims that may pose a risk of infringement by our products, services or technologies. Claims of infringement are not uncommon in our industry. For example, in August 2004, Trading Technologies International, Inc. filed a lawsuit against eSpeed, Inc., alleging infringement of certain patents relating to Trading Technologies’ trading software. Although we do not believe that Trading Technologies has sued other exchanges and related entities, Trading Technologies has indicated that it intends to protect its intellectual property and we cannot assure you that Trading Technologies will not take such actions in the future.

In general, if one or more of our products, services or technologies were to infringe patents held by others, we may be required to stop developing or marketing the products, services or technologies, to obtain licenses to develop and market the services from the holders of the patents or to redesign the products, services or technologies in such a way as to avoid infringing on the patent claims. If we were unable to obtain these licenses, we may not be able to redesign our products, services or technologies to avoid infringement, which could materially adversely affect our business, financial condition and operating results.

We May Not Be Able to Protect Our Intellectual Property Rights

We rely primarily on trade secret, copyright, service mark, trademark law and contractual protections to protect our proprietary technology and other proprietary rights. Notwithstanding that we take precautions to protect our intellectual property rights, it is possible that third parties may copy or otherwise obtain and use our proprietary technology without authorization or otherwise infringe on our rights. We also seek to protect our software and databases as trade secrets and under copyright law. We have copyright registrations for certain of our software, user manuals and databases. The copyright protection accorded to databases, however, is fairly limited. While the arrangement and selection of data generally are protectable, the actual data are not, and others may be free to create databases that would perform the same function. In some cases, including a number of our most important products, there may be no effective legal recourse against duplication by competitors. In addition, in the future, we may have to rely on litigation to enforce our intellectual property rights, protect our trade secrets, determine the validity and scope of the proprietary rights of others or defend against claims of

infringement or invalidity. Any such litigation, whether successful or unsuccessful, could result in substantial costs to us and diversions of our resources, either of which could adversely affect our business.

Member Misconduct Could Harm Us and is Difficult to Detect

Although we perform significant self-regulatory functions, there have been a number of highly publicized cases involving fraud or other misconduct in the futures industry in recent years. We run the risk that the holders of Class B memberships in the CBOT subsidiary, other persons who use our markets or our employees will engage in fraud or other misconduct, which could result in regulatory sanctions and serious reputational harm. It is not always possible to deter misconduct, and the precautions we take to prevent and detect this activity may not be effective in all cases.

The Legal Framework for Our Industry Has Been Modified to Lower Barriers to Entry and Decrease Continuing Regulatory Costs for Competitors

Our industry has been subject to several fundamental regulatory changes, including changes in the statute under which we have operated since 1974. In the past, the Commodity Exchange Act generally required all futures contracts to be executed on an exchange that has been approved by the CFTC. The exchange trading requirement was modified by CFTC regulations to permit privately negotiated swap contracts to be transacted in the over-the-counter market. The CFTC exemption under which the over-the-counter derivative market operated precluded the over-the-counter market from avoiding CFTC regulation for exchange-like electronic transaction systems and clearing. These regulatory restrictions on the over-the-counter market were repealed by the Commodity Futures Modernization Act of 2000. It is possible that the chief beneficiaries of the Commodity Futures Modernization Act will be over-the-counter dealers and competitors that operate or intend to open electronic trading facilities or to conduct their futures business directly among themselves on a bilateral basis. The customers who may access such electronic exchanges or engage in such bilateral private transactions are the same customers who conduct the vast majority of their financial business on regulated exchanges. The Commodity Futures Modernization Act also permits banks, broker-dealers and some of their affiliates to engage in foreign exchange futures transactions for or with retail customers without being subjected to regulation under the Commodity Exchange Act.

In the future, our industry may become subject to new regulations or changes in the interpretation or enforcement of existing regulations. We cannot predict the extent to which any future regulatory changes may adversely affect our business. For more information about potential changes in our regulatory environment, see “Our Business—Regulation—Changes in Existing Laws and Rules.”

Risks Relating to Changes in Our Corporate Governance Structure

The following risks relate to the significant changes to our corporate governance structure that will occur as part of the restructuring transactions.

Certain of Our Proposed Changes to Our Corporate Governance Structure May Reduce the Influence of the Members in the Day-to-Day Management and Operation of Our Business

If we complete the restructuring transactions, our members will have a lesser ability to control the day-to-day management and operation of our business. After the restructuring transactions, the holders of the Class A common stock of CBOT Holdings will have the right to vote on all matters upon which the stockholders of CBOT Holdings are entitled to vote generally, including the election of directors. The holders of Class A common stock of CBOT Holdings will also have the right to vote on any proposal that would have CBOT Holdings sell a significant amount of its assets to a third party or acquire, invest in or enter into a business in competition with the CBOT subsidiary’s then existing business. Further, it will require the consent of the Class A common stockholders of CBOT Holdings for CBOT Holdings, as the holder of the sole Class A membership in

the CBOT subsidiary, to vote in favor of any proposal to merge the CBOT subsidiary with a third party, to sell a significant amount of the CBOT subsidiary's assets to a third party, to cause the CBOT subsidiary to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary or to dissolve or liquidate the CBOT subsidiary.

In addition, the holders of the Class A common stock of CBOT Holdings will be entitled to initiate and vote on proposals to adopt, repeal, or amend the bylaws of CBOT Holdings and make non-binding recommendations that the board of directors consider proposals that, as a matter of Delaware law, require the approval of the board of directors of CBOT Holdings. Any proposal by stockholders of CBOT Holdings may be brought to a vote at an annual meeting in accordance with the bylaws of CBOT Holdings, which will generally require advance notice of any proposal not less than 20, nor more than 60, days in advance of the first anniversary of the mailing of proxy materials for the preceding year's annual meeting. Stockholders holding at least 10% of the outstanding Class A common stock (that is, 4,935,984 shares) may also require that a special meeting be called. Any stockholder proposal will require the approval of a majority of the votes cast at such annual or special meeting. Stockholders will not have authority to take action by written consent of stockholders.

The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members (including the Class A member of the CBOT subsidiary) to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on any proposals to amend the bylaws of the CBOT subsidiary whether or not approved by the board of directors. The board of directors of the CBOT subsidiary will also have the right to amend the bylaws of the CBOT subsidiary. However, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the core rights. However, pursuant to the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation, bylaws or rules and regulations that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs in effect as of February 2, 2004.

CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on all matters not reserved for Series B-1 and B-2 members of the CBOT subsidiary. In addition, CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on any proposal to merge the CBOT subsidiary with a third party, to sell a significant amount of the CBOT subsidiary's assets to a third party, to cause the CBOT subsidiary to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary or to dissolve or liquidate the CBOT subsidiary. However, it will require the consent of the Class A common stockholders of CBOT Holdings (who will, at least until the second approval, consist only of persons who are also members of the CBOT subsidiary) for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any such proposal.

In addition to these changes to voting rights and the manner of amending the certificate of incorporation and bylaws of CBOT Holdings and the CBOT subsidiary, we will be making changes to the size and classification of our board of directors and the manner in which directors are nominated. Also, we will eliminate the ability of our members to take action by written consent.

Collectively, these changes may reduce the influence of our members and may lead to decisions and outcomes that differ from those made under our current certificate of incorporation, bylaws and rules and regulations.

Moreover, additional changes to our corporate governance structure that would take effect upon the occurrence of the second approval and a qualified initial public offering of CBOT Holdings could even further reduce the influence of our members, as described more fully below.

Effects of Certain Provisions Could Enable the Board of Directors of CBOT Holdings to Prevent or Delay a Change of Control

Some of the provisions of the certificate of incorporation and bylaws of CBOT Holdings, could, together or separately:

- discourage potential acquisition proposals;
- delay or prevent a change in control; or
- limit the price that investors might be willing to pay in the future for shares of the Class A common stock of CBOT Holdings.

CBOT Holdings' certificate of incorporation and bylaws will provide, among other things, that the Class A common stock of CBOT Holdings will be subject to significant transfer restrictions and that Class A common stockholders may not take action by written consent. In addition, the board of directors of CBOT Holdings will be classified into two separate classes with staggered terms. These provisions could prevent or delay a change of control or could limit the price some investors might be willing to pay in the future for shares of Class A common stock of CBOT Holdings.

Following the completion of the restructuring transactions, a change of control of the CBOT subsidiary could not occur without the consent of CBOT Holdings as the holder of the sole Class A membership. Moreover, as described in greater detail elsewhere in this document, the consent of the Class A common stockholders of CBOT Holdings (who will, at least until the second approval, consist only of persons who are also members of the CBOT subsidiary) must be obtained in order for CBOT Holdings to vote in favor of a change of control transaction involving the CBOT subsidiary.

Delaware Law May Protect Decisions of the Board of Directors That Have Differing Effects on the Holders of Class A and Class B Memberships in the CBOT Subsidiary

In the context of stock corporations, Delaware law generally provides that a board of directors owes an equal duty to all stockholders, regardless of class or series, and does not provide separate or additional duties to any particular group of stockholders. As a nonstock corporation with multiple classes of memberships, the board of directors of the CBOT subsidiary may have similar obligations to the holders of each class of membership. Moreover, the certificate of incorporation of the CBOT subsidiary will include unique provisions that are intended to protect the core rights, which include a commitment to maintain current open outcry markets so long as each such market is deemed liquid under the terms of the certificate of incorporation unless the discontinuance of any such market is approved by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary in accordance with the certificate of incorporation. Such provisions may have the effect of requiring the board of directors to make certain decisions that would benefit one or more series of Class B members in the CBOT subsidiary but not the Class A member, or which would affect the Class A member and one or more series of Class B members in the CBOT subsidiary differently.

More generally, the board of directors of the CBOT subsidiary may make decisions that may have the effect of benefitting one class of membership over the other, or which affect the holders of each class or series of membership differently. Delaware law will generally protect these decisions so long as the board of directors of the CBOT subsidiary acts in a disinterested, informed manner with respect to these decisions, in good faith and in the belief that it is acting in the best interests of the corporation and its members generally.

Risks Relating to the Second Approval

The following risks relate to significant changes to our corporate governance and capital structure that will be implemented if and when the second approval occurs.

If the restructuring transactions are completed, certain additional changes to our corporate governance and capital structure would take effect following the occurrence of the second approval. Generally speaking, these

changes are designed to permit us to facilitate the creation of public markets for our equity securities by enabling us to pursue a public offering that would result in the listing of our securities on a national securities exchange and to engage in capital-raising and other transactions involving the issuance of securities by providing us with additional authorized but unissued capital stock that would be available for issuance by our board without further stockholder approval.

We currently expect that CBOT Holdings will solicit the second approval as soon as reasonably practicable following completion of the restructuring transactions. However, we cannot assure you that we will seek the second approval in the future or, if we seek the second approval, that it would be obtained. Therefore, you should understand that it is possible that these changes may never take effect and thus these objectives may never be realized. Even if these changes were to take effect after a second approval, we cannot assure you that we will be able to achieve the expected benefits, such as the creation of a public market for our equity securities or the financial flexibility to engage in capital-raising or other transactions.

Furthermore, from and after the time of the second approval, additional transfers of Class A common stock of CBOT Holdings would be permitted and these transfers could result in CBOT Holdings being owned, in whole or in part, by persons who are not also members of the CBOT subsidiary. Under these circumstances, certain of the proposed changes to our corporate governance structure, which are described in greater detail elsewhere in this document, could reduce even further the influence of the members in the day-to-day management and operation of our business, including the exchange business.

THE RESTRUCTURING TRANSACTIONS

Overview

As a result of rapidly evolving changes in the futures industry, principally the increasing importance of electronic trading, we have determined that it is necessary to restructure our organization in order to enhance its competitiveness. Over the last several years, with the assistance of various outside advisors, we have conducted an ongoing and extensive evaluation process with respect to our need to restructure. Over time, this process evolved and we came to recognize not only the benefits of restructuring to improve our competitiveness and achieve structural flexibility but also the importance of preserving our ability to provide trading benefits and opportunity to our members. As a result of this process, we have developed, and are proposing for approval by our Full and Associate Members, a series of transactions designed to restructure the CBOT.

The restructuring transactions are designed to demutualize our organization by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to our members while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings in which the CBOT members will hold memberships entitling them to certain trading rights and privileges on the exchange operated by such subsidiary. These restructuring transactions are also designed to modernize our corporate governance structure by, among other things, adopting new mechanisms for initiating and voting on stockholder and member proposals, providing for a modest reduction in the size of our board and modifying the nomination and election process for directors as well as the terms of office and qualifications of directors, as described in greater detail elsewhere in this document. Finally, the restructuring transactions are designed to permit CBOT Holdings to facilitate the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following the second approval. We believe that the restructuring transactions will enable us to enhance our competitiveness within the futures industry, including both the open outcry and electronic trading markets, while preserving our ability to provide member benefits and opportunity.

We currently anticipate that we will complete the restructuring transactions as soon as reasonably practicable following membership approval of the restructuring transactions, subject to receiving any required regulatory approvals from the CFTC. However, our obligation to complete the restructuring transactions is subject to satisfaction or waiver of a number of conditions, including, among others, a condition that our board of directors shall not have determined that the restructuring transactions are no longer in the best interests of the CBOT and its members or are not fair to each class of CBOT membership. For more information about CFTC approvals and other conditions to our obligation to complete the restructuring transactions, see “—Regulatory Matters,” and “—Conditions to Completing the Restructuring Transactions.”

Background of the Restructuring Transactions

Development of the Restructuring Strategy

Competitive conditions in the futures industry have changed significantly in the last decade or more due to innovations in the computer and communications industries. As a result, maintaining our competitive position has become increasingly challenging. To meet the challenges and opportunities associated with the increasing importance of electronic trading, in 1992 we began to make our products available for electronic trading.

Notwithstanding the success of our electronic trading initiatives, the strategy committee of our board of directors concluded in early 1999 that changes to our organizational structure were desirable in order to respond to the increasingly competitive challenges presented by electronic trading as well as other exchanges. This conclusion was adopted in a strategic plan approved by our board of directors in August 1999.

In addition, in July 1999, our board of directors established a restructuring task force, composed of directors and non-director members of the CBOT. The restructuring task force was charged with developing a restructuring strategy designed to modernize our organizational structure and a corporate governance mechanism designed to position us to compete more effectively in the evolving marketplace.

Over the following six months, the restructuring task force conducted an extensive strategic analysis, assisted by the management of the CBOT, A.T. Kearney, Inc., a management consulting firm, Merrill Lynch & Co., an investment banking firm, Kirkland & Ellis, as legal counsel to the CBOT and the board of directors, and Piper Marbury Rudnick & Wolfe, as special legal counsel to the restructuring task force.

As part of this strategic analysis, the restructuring task force, together with its advisors, reviewed our business, including our organizational and corporate governance structures, and current industry trends and practices. The findings of the restructuring task force formed the basis for a recommendation to our board of directors, which included objectives for a restructuring strategy and a detailed business outline, including alternative organizational structures.

January 2000 Board Meeting. In January 2000, our board of directors approved a general restructuring strategy recommended by the restructuring task force, subject to the board of directors' further review, consideration and approval of the definitive terms and structure of the transactions designed to implement the strategy, which had not yet been formulated. The restructuring strategy generally contemplated the restructuring of the CBOT into two separate stock, for-profit companies, one conducting the CBOT's open outcry business and the other conducting the CBOT's electronic trading business, and the distribution of shares of stock in both companies to the current CBOT members. The strategy also contemplated the possibility that the then proposed electronic trading company might conduct an offering of shares of its stock to the public at or around the time of its separation from the open outcry company.

In addition, our board of directors at such time appointed two special committees of the board. One committee, the implementation committee, initially consisted of nine members of the board of directors and was chaired by the then current Chairman of our board, David P. Brennan. The other members of the implementation committee were Charles P. Carey, Andrew J. Filipowski, Harold W. Lavender, Peter C. Lee, Veda Kaufman Levin, James P. McMillin, Joseph Niciforo and Michael P. Ryan. The implementation committee was directed to develop and recommend for the board's further review, consideration and approval the definitive terms and structure of the transactions designed to implement the restructuring strategy.

The other special committee of the board of directors, the independent allocation committee, was composed solely of outside or non-member directors of the board and was chaired by former Illinois Governor James R. Thompson, the Chairman of the law firm, Winston & Strawn. The other members of the independent allocation committee were Dr. Robert S. Hamada, the Dean and Edward Eagle Branch Distinguished Service Professor of Finance at the University of Chicago Graduate School of Business, Robert H. Michel, a former Republican leader of the U.S. House of Representatives and Senior Advisor at the law firm of Hogan & Hartson, and Ralph H. Weems, an independent farmer and former president of the American Soybean Association. Since no mechanism existed in our certificate of incorporation, bylaws or rules and regulations for allocating ownership in our organization among members in connection with a restructuring such as that contemplated by the restructuring transactions, the independent allocation committee was directed to develop and recommend for the board's further review, consideration and approval an appropriate and fair allocation of value among the members of the CBOT in connection with the transactions to implement the restructuring strategy, including the allocation to CBOT members of shares of stock of the then proposed open outcry trading and electronic trading companies.

The implementation committee continued the work of the restructuring task force with assistance from the management of the CBOT and its outside advisors as of such time, including A.T. Kearney, Merrill Lynch, Kirkland & Ellis and Piper Marbury Rudnick & Wolfe. In particular, the implementation committee worked to develop the definitive terms and structure of transactions designed to effectuate the restructuring strategy, including a preliminary step necessary in order to proceed with the implementation of the restructuring strategy. This step involved the reincorporation of the CBOT in Delaware as a nonstock, not-for-profit corporation and was designed to cause the CBOT to be governed under a more modern and well developed legal framework so that the CBOT could more effectively accomplish its purposes. Among other things, unlike the law of Illinois then applicable to the CBOT, Delaware law provided the CBOT a more direct procedure pursuant to which it

could change its status from that of a nonstock, not-for-profit corporation to that of a stock, for-profit corporation.

In addition to developing the terms of the transactions required to implement the reincorporation of the CBOT in Delaware, the implementation committee further refined and developed the original restructuring strategy. Concurrently, the independent allocation committee, together with its advisors, the law firm of Winston & Strawn, as its sole special counsel, and the investment banking firm of William Blair & Company, L.L.C., as its sole financial advisor, worked to develop a recommended methodology for an appropriate and fair allocation of shares of common stock in both companies among the members in connection with implementation of the original restructuring strategy. The independent allocation committee developed an allocation for recommendation as fair to the full board based on such methodology and requested that William Blair give an opinion as to whether the proposed allocation was fair from a financial point a view to the various classes of members. In addition, because our electronic trading business was then conducted by Ceres and the restructuring strategy at that time contemplated reorganizing our electronic trading into a separate company and eliminating Ceres, Arthur Andersen LLP was retained by us to prepare a valuation analysis of Ceres and the limited partnership interests.

In early May 2000, the independent allocation committee submitted to our board of directors its initial report, which summarized the allocation methodology recommended as appropriate by the independent allocation committee and recommended as fair an allocation of shares of common stock in both companies among the members in the ratio of 5.0 : 1.0 : 0.5 : 0.06 : 0.07 to each Full Member, Associate Member, GIM, IDEM and COM, respectively, which we refer to as the "allocation ratio," in respect of their memberships in connection with the implementation of the original restructuring strategy. In reaching this conclusion, the independent allocation committee received and considered an opinion of William Blair that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of members. You should be aware that, as described below, the allocation ratio will not be used to determine the allocation of equity in CBOT Holdings. Such allocation will be made in accordance with the settlement allocation established by the settlement agreement, which was approved on September 20, 2004, by the Circuit Court of Cook County, Illinois as fair, adequate and reasonable and in the best interests of all CBOT members. For more information about the allocation, see "—Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions." Neither the independent allocation committee nor William Blair & Company, L.L.C. has expressed any view on the settlement allocation.

Also in May 2000, our board of directors received a report prepared by the implementation committee, which provided additional information regarding, and refined certain aspects of, the original restructuring strategy. This report also contained a detailed description of the transactions required in order to implement the Delaware reincorporation and recommended that the Delaware reincorporation be approved and submitted to the CBOT membership for its approval.

May 2000 Board Meeting. At its May 16, 2000 meeting, our board of directors approved the transactions necessary to effect the Delaware reincorporation and directed that such transactions be submitted to the CBOT membership for a ballot vote. Following member approval, the reincorporation of the CBOT in Delaware as a nonstock, not-for-profit corporation was completed in August 2000. Shortly thereafter, we formed eCBOT as a wholly owned subsidiary of the CBOT for the purpose of later reorganizing our electronic trading business. The CBOT assigned its general and limited partnership interests in Ceres to eCBOT in September 2000.

At the same May 2000 meeting, our board of directors also approved and adopted the report of the independent allocation committee, including its recommendation regarding the methodology to be used with respect to the allocation of shares of common stock of the then proposed open outcry trading and electronic trading companies among Full and Associate Members, GIMs, IDEMs and COMs in respect of their memberships and the allocation of such shares in accordance with the allocation ratio, subject to any changes in the factors underlying the assumptions that were used or reviewed in the preparation of the independent allocation committee report and taking into account any adjustments to such allocation resulting from the terms

of the reorganization of our electronic trading business, and further subject to the board's further review, consideration and approval of transactions necessary to implement the restructuring strategy. At this time, William Blair, as financial advisor to the independent allocation committee, delivered its opinion to the independent allocation committee and the board of directors that, based upon and subject to the matters set forth in the opinion, the proposed allocation ratio of shares of common stock in the then proposed open outcry trading and electronic trading companies to each Full Member, Associate Member, GIM, IDEM and COM, respectively, was fair, from a financial point of view, to each of the five classes of members. At this time, Arthur Andersen provided a report to the board regarding its preliminary valuation analysis of Ceres as of May 16, 2000.

The board of directors also approved at this meeting the report of the implementation committee as a description of the restructuring strategy as it was then envisioned by the board of directors, subject to any changes in the factors underlying the assumptions that were used or reviewed in the preparation of the report, and subject to the board's further review, consideration and approval of the transactions necessary to implement the restructuring strategy.

Following the May board meeting, the management of the CBOT, with the assistance of its outside advisors, then primarily consisting of Merrill Lynch, Kirkland & Ellis and Cap Gemini Ernst & Young, a management consulting firm, conducted an evaluation process with respect to the implementation of the original restructuring strategy and worked to develop detailed business plans for the then proposed open outcry trading and electronic trading companies envisioned by the original restructuring strategy.

Based upon this evaluation process and further analysis, management of the CBOT and the executive committee of our board of directors concluded that the original restructuring strategy should be substantially revised in light of a number of factors, including increasing competitive pressures in the industry, the adverse changes in the capital markets, further review and analysis regarding the implementation and execution of the separate business plans of the then proposed open outcry trading and electronic trading companies, the overall financial status of the CBOT and the need for the CBOT to demutualize as quickly as possible so that it could enhance its competitive posture and improve its decision-making capability.

August 2000 Board Meeting. On August 31, 2000, management of the CBOT and the executive committee recommended to the board of directors that the original restructuring strategy be abandoned in favor of a substantially revised restructuring strategy. After careful consideration of the matters discussed and presented, the board of directors approved a revised restructuring strategy, which involved demutualizing the CBOT but not restructuring the CBOT into two separate, competing companies. Specifically, the revised strategy contemplated the following:

- converting the CBOT into a single Delaware stock, for-profit corporation, which would be focused on updated open outcry trading with enhanced technology, and distributing shares of common stock in such stock, for-profit company, representing both trading rights and privileges and equity ownership, to the current members;
- adopting a revised corporate governance structure, which would include substantially eliminating the membership petition process, streamlining the board of directors and making certain other changes to implement a more efficient decision-making process for the company; and
- reorganizing and consolidating the CBOT's electronic trading business, part of which is currently operated by Ceres, into eCBOT, which would be operated as a wholly owned subsidiary of the for-profit company.

At this time, the board of directors determined that the original two-company strategy should be abandoned and that a simple demutualization plan involving the conversion of the CBOT into a single stock, for-profit company should be pursued instead. The board concluded that the revised strategy would enable each of the two businesses to be operated independently and in a more competitive manner but under a common ownership structure that would allow substantial sharing of resources and infrastructure.

The board's approval of the revised strategy was subject to its further review, consideration and approval of the definitive terms and structure of transactions designed to implement the revised restructuring strategy, including an appropriate and fair allocation of common stock of the then proposed stock, for-profit company among the members. On August 31, 2000, our board directed the executive committee and the management of the CBOT to develop and recommend for its further review and consideration the definitive terms and structure of transactions designed to implement this revised restructuring strategy.

Following the August board meeting, management and the executive committee, with the assistance of the CBOT's advisors, primarily consisting of Merrill Lynch and Kirkland & Ellis, worked to develop the terms and structure of transactions designed to implement the revised restructuring strategy. In addition, Arthur Andersen LLP was retained by us and our eCBOT subsidiary to prepare a valuation analysis of Ceres and its limited partnership interests in connection with the reorganization and consolidation of our electronic trading business, part of which is currently operated by Ceres, into eCBOT. Shortly thereafter, Arthur Andersen was also engaged to evaluate the fairness, from a financial point of view, to Ceres and each class of its limited partners of the consideration to be received by each limited partner in exchange for their respective limited partnership interests pursuant to a merger involving Ceres that would reorganize and consolidate the electronic trading business into eCBOT (which we sometimes refer to as the "Ceres merger"). Concurrently, the independent allocation committee consulted with its legal and financial advisors and updated its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of the single company among the members in respect of their memberships in the context of the transactions to implement the revised restructuring strategy. The independent allocation committee requested that its financial advisor give an opinion as to whether the proposed allocation was fair from a financial point of view to the various classes of members.

November 2000 Board Meeting. On November 21, 2000, the independent allocation committee reported on and provided to our board of directors its updated recommendation regarding the allocation of shares of common stock of the then proposed stock, for-profit company among the members in respect of their memberships in connection with the restructuring transactions. The independent allocation committee recommended as fair an allocation in accordance with the allocation ratio of shares of common stock of the proposed stock, for-profit company among the members in respect of their memberships in connection with the restructuring transactions. The independent allocation committee indicated that, in reaching this recommendation, it received and considered an updated opinion of William Blair that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of CBOT members.

At the same meeting, Arthur Andersen reported to our board regarding its valuation of Ceres and its limited partnership interests as of October 31, 2000. Arthur Andersen also reported that, subject to a review of the final terms of the restructuring transactions, it was prepared to deliver its opinion that the consideration to be received by each limited partner of Ceres in exchange for their respective limited partnership interests pursuant to the Ceres merger was fair, from a financial point of view, to Ceres and to each class of the Ceres limited partners.

December 2000 Board Meeting. At the December 12, 2000 meeting of the board of directors, the then current status of the restructuring transactions was reviewed and discussed. At this meeting, management and the executive committee presented to the board of directors a detailed update regarding the restructuring transactions. At this meeting, the board received a report from management regarding the restructuring transactions and the CBOT's business strategy. The board also received a report from Kirkland & Ellis concerning certain legal matters relating to the restructuring transactions.

In early January 2001, the executive committee met to consider certain refinements to the restructuring transactions proposed by the new Chairman of the Board, who had been elected in December 2000 and assumed office in January 2001. These refinements primarily related to the composition of the board of directors of the then proposed stock, for-profit company, the provisions to be included in the certificate of incorporation concerning certain core rights associated with the trading rights and privileges of certain common stockholders and clarifications regarding the importance of considering the expected effects, if any, of the restructuring

transactions on the exercise right in making any determination that the restructuring transactions remain in the best interests of the CBOT and its members.

At its briefing meeting on January 9, 2001, the board of directors received a further update concerning the status of the restructuring transactions, including the refinements recommended by the executive committee and management. These matters were reviewed and discussed. Kirkland & Ellis answered questions with respect to certain aspects of the restructuring transactions.

On January 16, 2001, the independent allocation committee, which, following the expiration of the terms of Dr. Hamada and Mr. Michel as directors as of January 1, 2001, was then comprised of Governor Thompson and Mr. Weems, held a meeting for the purpose of considering the refinements to the restructuring transactions recommended by the executive committee and management. William Blair and Winston & Strawn, as advisors to the independent allocation committee, participated in this meeting. The independent allocation committee updated its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock among the members in respect of their memberships and requested that William Blair give an opinion as to whether the proposed allocation ratio was fair from a financial point of view to the various classes of members.

January 2001 Board Meeting. On January 16, 2001, immediately following the meeting of the Independent Allocation Committee, a meeting of the board of directors was held for the purpose of considering the restructuring transactions. At this meeting, management and the executive committee presented to the board of directors for its review and consideration the proposed restructuring transactions. The board also received a report from the executive committee and management regarding the restructuring transactions and the CBOT's business strategy, including the business purposes of the restructuring transactions. The independent allocation committee reported to the board of directors that it had reviewed the refinements to the restructuring transactions recommended by the executive committee and management and confirmed its updated recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of the then proposed stock, for-profit company among the members in respect of their memberships in connection with the restructuring transactions, as provided to the board at the November 21, 2000 meeting. The independent allocation committee indicated that, in reaching this recommendation, it received and considered an updated opinion of William Blair that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of CBOT members.

The board also received a report from Kirkland & Ellis concerning certain legal matters relating to the restructuring transactions as well as an overview of the terms and structure of the restructuring transactions. Kirkland & Ellis answered questions with respect to certain aspects of the restructuring transactions and provided an update regarding the then current status of various litigation and other matters relating to the restructuring transactions.

In addition, the board received an update from Arthur Andersen regarding its valuation of Ceres and the limited partnership interests as of November 30, 2000. Merrill Lynch, then the financial advisor to the CBOT in connection with the restructuring transactions, answered questions with respect to certain aspects of the restructuring transactions, the capital markets generally, industry trends and the competitive challenges currently facing the CBOT.

At this time, our board of directors approved and adopted the recommendation of the independent allocation committee regarding the allocation in accordance with the allocation ratio of shares of common stock of the then proposed stock, for-profit company among the Full and Associate Members, GIMs, IDEMs and COMs in respect of their memberships in connection with the restructuring transactions, subject to any changes in the factors underlying the assumptions that were used or reviewed in the preparation of the independent allocation committee updated report. In connection therewith, William Blair, as financial advisor to the independent allocation committee, delivered its opinion to the independent allocation committee and the board of directors that, based upon and subject to the matters set forth in the opinion, the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of CBOT members.

Also at this time, Arthur Andersen delivered its opinion to the board of directors that, based on and subject to the matters set forth in the opinion, the consideration to be received by each limited partner in exchange for their respective limited partnership interests pursuant to the Ceres merger was fair, from a financial point of view, to Ceres and each class of its limited partners.

After careful consideration of the matters discussed and presented at this meeting, our board of directors determined that the restructuring transactions, taken as a whole, including the allocation methodology to be utilized in the demutualization for the allocation of shares of common stock of the then proposed stock, for-profit company among Full and Associate Members, GIMs, IDEMs and COMs in respect of their memberships and the allocation of such shares in accordance with the allocation ratio, and the terms of the Ceres merger, were in the best interests of CBOT and its members and fair to all classes of CBOT members. Accordingly, our board approved and authorized the restructuring transactions and determined to recommend to the membership of the CBOT that they vote to approve the restructuring transactions.

The board's approval of the restructuring transactions was subject to its determination, at the time of the mailing of the proxy statement and prospectus relating to the restructuring transactions, that the restructuring transactions remain in the best interests of the CBOT and its members and remain fair to all classes of CBOT members. For more information, see "—Conditions to Completing the Restructuring Transactions."

Following the January 2001 board meeting, management and the executive committee, with the assistance of Kirkland & Ellis, worked to refine the terms and structure of the transactions designed to implement the revised restructuring strategy. Throughout this process, management and the executive committee continued to review the restructuring transactions to determine whether such transactions continued to achieve in the best possible way the organization's objectives with respect to the revised restructuring strategy, and whether the restructuring transactions offered the optimal organizational structure in light of further changes in competitive pressures in the industry, the continued adverse condition of the capital markets and the refinement of the CBOT's long-term strategic objectives.

During the summer of 2001, representatives of the CBOT and the CBOE met from time to time to discuss matters pertaining to the impact of the proposed restructuring on the exercise right.

As a result of the ongoing review of the proposed restructuring transactions, management of the CBOT and the executive committee of our board of directors determined that the board of directors should adopt certain refinements to the restructuring transactions, designed, in part, to provide the CBOT additional structural flexibility while retaining certain benefits associated with nonstock membership corporations in a manner that is consistent with the objectives of the revised restructuring strategy, including refinements designed to demutualize the CBOT by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to the current CBOT members, while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings in which the CBOT members would hold memberships entitling them to certain trading rights and privileges on the exchange operated by such subsidiary.

On September 13, 2001, the independent allocation committee held a meeting for the purpose of reviewing the proposed refinements to the restructuring transactions recommended by management and the executive committee. William Blair and Winston & Strawn, as advisors to the independent allocation committee, participated in the meeting. Kirkland & Ellis, as counsel to the CBOT, attended a portion of the meeting at the invitation of the independent allocation committee to review these refinements to the restructuring transactions and developments with respect to the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs. For more information on this lawsuit, see "Our Business—Legal Proceedings—Lawsuit Brought by Certain Associate Members, GIMs, IDEMs, and COMs."

On September 24, 2001, the independent allocation committee held another meeting for the purpose of considering the proposed refinements to the restructuring transactions. William Blair and Winston & Strawn, as

advisors to the independent allocation committee, participated in the meeting. The independent allocation committee updated its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of the proposed holding company among the CBOT members in respect of their memberships and instructed William Blair to give an opinion as to whether the proposed allocation was fair from a financial point of view to the various classes of members.

September 2001 Board Meeting. On September 24, 2001, at a special meeting of the board of directors, management of the CBOT and the executive committee recommended that the board of directors adopt and approve the proposed refinements to the restructuring transactions, which are designed, in part, to implement a holding company structure. Specifically as modified by the proposed refinements, the restructuring transactions contemplated the following:

- Ÿ demutualizing the CBOT by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to our members, while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings;
- Ÿ adopting a revised corporate governance structure, which would include substantially eliminating the membership petition process, adopting a more modern mechanism for initiating and voting on stockholder proposals and making certain other changes designed to improve the CBOT's corporate decision-making process; and
- Ÿ reorganizing and consolidating the CBOT's electronic trading business, part of which is currently operated by Ceres, into eCBOT, which would be operated as a wholly owned subsidiary of the CBOT subsidiary.

In connection with this recommendation, the board of directors received a report from Kirkland & Ellis concerning certain legal matters relating to the refinements to the restructuring transactions as well as an overview of the terms and structure of the restructuring transactions, as modified by the refinements recommended by management and the executive committee and a preliminary draft of an amendment to the registration statement indicating changes necessary to implement such refinements. In addition, Kirkland & Ellis made a presentation to the board of directors regarding certain legal issues relating to the proposed refinements to the restructuring transactions. These matters were reviewed and discussed. Kirkland & Ellis answered questions with respect to certain aspects of the restructuring transactions.

After careful consideration of the matters discussed and presented at this meeting, our board of directors determined that it was appropriate to defer further consideration of the proposed refinements to the restructuring transactions in order to provide the directors with additional time to more carefully review and evaluate the proposed refinements. Accordingly, a special meeting of the board was scheduled for October 2, 2001.

October 2001 Board Meeting. On October 2, 2001, at the special meeting of the board, the independent allocation committee of the board reported on its resolution confirming its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of CBOT Holdings among the CBOT members in respect of their memberships in connection with the restructuring transactions as modified by the proposed refinements. The independent allocation committee indicated that, in reaching this recommendation, it received and considered an updated opinion of William Blair that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of CBOT members.

At the same meeting of the board of directors, Arthur Andersen reported regarding, and delivered to the board of directors of the CBOT, a valuation of Ceres and the limited partnership interests of Ceres as of June 30, 2001, and its opinion, dated as of October 2, 2001, to the effect that the distributions of cash payments to each of the limited partners of Ceres in exchange for their respective limited partnership interest as merger consideration pursuant to the Ceres merger, as proposed in connection with the restructuring transactions, as modified by the proposed refinements, was fair, from a financial point of view, to Ceres and each class of the limited partners of Ceres.

In addition, the board of directors reviewed and discussed the proposed refinements to the restructuring transactions as set forth in a then current draft registration statement and in a report prepared by Kirkland & Ellis, which had previously been distributed to the board in connection with the special meeting of the board of directors on September 24, 2001, concerning certain legal matters relating to the restructuring transactions as well as an overview of the terms and structure of the restructuring transactions as modified by the proposed refinements. Kirkland & Ellis answered questions with respect to certain aspects of the proposed refinements and with respect to the restructuring transactions generally.

After careful consideration of the matters discussed and presented, the board of directors determined that the refinements to the restructuring transactions, taken as a whole, were advisable, desirable and in the best interests of the CBOT and its members and fair to all classes of CBOT members, and approved and authorized the refinements to the restructuring transactions, including refinements designed to demutualize the CBOT by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to the current CBOT members, while maintaining the CBOT subsidiary as a for-profit, nonstock subsidiary of CBOT Holdings.

The board's approval of the refinements to the restructuring transactions was subject to its determination, at the time of the mailing of the proxy statement and prospectus relating to the restructuring transactions, that the refinements to the restructuring transactions remain in the best interests of the CBOT and its members and remain fair to all classes of CBOT members.

On December 18, 2001, the independent allocation committee held a meeting for the purpose of considering the restructuring transactions as then proposed. William Blair and Winston & Strawn, as advisors to the independent allocation committee, participated in this meeting. The independent allocation committee updated its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of CBOT Holdings among the members in respect of their memberships and requested that William Blair give an opinion as to whether the proposed allocation was fair from a financial point of view to the various classes of members.

December 2001 Board Meeting. On December 18, 2001, at a regular meeting of the board of directors, the board of directors of the CBOT reviewed and considered the restructuring transactions to be proposed to the CBOT membership and considered whether to approve the mailing of a proxy statement and prospectus relating to the restructuring transactions to the CBOT membership in connection with their consideration of the restructuring transactions. At this meeting, management and the executive committee addressed the board of directors concerning the proposed restructuring transactions. The independent allocation committee reported to the board of directors that it had held a meeting immediately prior to this board meeting to consider the restructuring transactions, including its earlier recommendation regarding the allocation of shares of common stock of CBOT Holdings among the members in respect of their memberships in connection with the restructuring transactions as presented to the board at the October 2, 2001 meeting. The independent allocation committee confirmed at this time its prior recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of CBOT Holdings among the members in respect of their memberships in connection with the restructuring transactions. The independent allocation committee indicated that, in reaching this recommendation, it received and considered William Blair's letter, dated December 18, 2001, updating its opinion, dated September 24, 2001, that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of members.

The board also received a report from Kirkland & Ellis concerning the proposed restructuring transactions, including certain legal matters relating to the restructuring transactions. Kirkland & Ellis answered questions with respect to certain aspects of the restructuring transactions and provided a report regarding the then current status of various litigation and other matters relating to the restructuring transactions.

In addition, the board received a report from Arthur Andersen regarding its valuation of Ceres and the limited partnership interests as of November 30, 2001 and its opinion, dated as of October 2, 2001, to the effect

that the distributions of cash payments to each of the limited partners of Ceres in exchange for their respective limited partnership interest as merger consideration pursuant to the Ceres merger, as proposed in connection with the restructuring transactions was fair, from a financial point of view, to each of the classes of Ceres partnership interests.

After careful consideration of the matters discussed and presented at this and previous meetings, the CBOT board of directors determined that the restructuring transactions, taken as a whole, including the allocation methodology to be utilized in the demutualization for the allocation of shares of common stock of CBOT Holdings among the Full Members, Associate Members, GIMs, IDEMs and COMs in respect of their memberships and the allocation of such shares in accordance with the allocation ratio and the terms of the Ceres merger, were in the best interests of the CBOT and its members and were fair to all classes of CBOT members and approved the mailing of the proxy statement and prospectus relating to the restructuring transactions.

Following the December 2001 board meeting, management and the executive committee considered an additional refinement to the restructuring transactions that would help ensure that in the immediate future only CBOT members would be holders of the common stock of CBOT Holdings. After careful consideration of this matter, management and the executive committee determined to recommend that the board of directors approve transfer restrictions designed to link CBOT Holdings common stock with the CBOT subsidiary memberships until such time as the board of directors determines to remove such transfer restrictions.

January 2002 Board Meeting. On January 17, 2002, at a special meeting of the board of directors of the CBOT, the CBOT board considered and, subject to confirmation by the independent allocation committee of its recommendation regarding the proposed allocation of CBOT Holdings common stock among the CBOT members, approved certain modifications to the transfer restrictions that would be applicable to the CBOT Holdings common stock and the Class B memberships in the CBOT subsidiary.

Following the January 2002 board meeting, management and the executive committee continued to review the restructuring transactions to determine whether the transactions as then contemplated would best achieve the organization's objectives with respect to the restructuring strategy. In connection with this review, management and the executive committee determined that the objectives of the organization would be best achieved by proposing further refinements to the corporate governance structure that are generally designed to provide members of the CBOT subsidiary and stockholders of CBOT Holdings more rights than was previously contemplated as part of the restructuring transactions. In addition, as a result of recent revisions to the CBOT's relationship with the Eurex Group and certain tax and other financial considerations, management and the executive committee determined that a reorganization of the electronic trading business at the time the restructuring transactions are completed would no longer best serve to achieve the organization's objectives. Accordingly, management and the executive committee determined to recommend that the board of directors approve refinements to the proposed restructuring transactions to delay the reorganization of the electronic trading business until the termination of the CBOT's arrangements with the Eurex Group, which were scheduled to occur in December 2003.

In the spring of 2002, in connection with the preparation of materials relating to the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, management learned that certain data relating to historical contract volume attributable to each membership class, which was previously provided by the CBOT to the independent allocation committee and William Blair was inaccurate. In particular, the inaccurate data overstated the amount of historical contract volume attributable to Full Members and IDEMs of the CBOT. As a result of this discovery, management conducted a thorough review of the process previously utilized to generate such data, corrected this process and delivered revised data to the independent allocation committee and its financial advisor. On March 9, 2002, the independent allocation committee held a meeting for the purpose of discussing the inaccuracies in the historical contract volume data and the impact, if any, of such revised information on the fairness of the allocation ratio.

During the summer of 2002, management and the executive committee, with the assistance of the CBOT's advisors, continued to work to develop and refine the terms and structure of the restructuring transactions.

On September 13, 2002, the independent allocation committee held a meeting for the purpose of reviewing the proposed refinements to the restructuring transactions proposed to or adopted by the board of directors subsequent to the committee's meeting in March 2002 and the circumstances related to the CBOT's discovery of inaccuracies in the historical contract volume data provided to the committee. William Blair and Winston & Strawn participated in the meeting. In addition, Kirkland & Ellis attended a portion of the meeting at the invitation of the independent allocation committee to provide an update on the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs described in greater detail elsewhere in this document. On September 17, 2002, the independent allocation committee held another meeting for the purpose of considering the proposed refinements to the restructuring transactions, and the revised historical volume data. William Blair and Winston & Strawn, as advisors to the independent allocation committee, participated in this meeting. The independent allocation committee updated its recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of CBOT Holdings among the CBOT members in respect of their memberships and requested that William Blair give an opinion as to whether the proposed allocation was fair from a financial point of view to the various classes of members.

September 2002 Board Meeting. On September 17, 2002, at a regular meeting of the board of directors, the executive committee recommended that the board of directors adopt the proposed refinements to the restructuring transactions, including refinements to the proposed corporate governance structure generally designed to provide members of the CBOT subsidiary and stockholders of CBOT Holdings greater rights than previously contemplated as part of the restructuring transactions, and delay the reorganization of the electronic trading business until the termination of the CBOT's contractual arrangements with the Eurex Group, which occurred in December 2003.

The independent allocation committee reported to the board of directors that it had held a meeting immediately prior to this board meeting to consider, among other things, the proposed refinements to the restructuring transactions. The independent allocation committee confirmed at this time its prior recommendation as fair of an allocation in accordance with the allocation ratio of shares of common stock of CBOT Holdings among the CBOT members in respect of their memberships. The independent allocation committee indicated that, in reaching this recommendation, it received and considered William Blair's opinion, dated September 17, 2002, that the proposed allocation ratio was fair, from a financial point of view, to each of the five classes of CBOT members.

The board also received a report from Kirkland & Ellis concerning the proposed restructuring transactions, including certain legal matters relating to the restructuring transactions. Kirkland & Ellis answered questions with respect to certain aspects of the restructuring transactions and provided a report regarding matters relating to the restructuring transactions.

At the meeting, David Vitale, the then President and Chief Executive Officer of the CBOT and a non-voting director, noted to the CBOT board of directors that he disagreed with the determinations made by the CBOT with regard to certain terms of the restructuring transactions. In particular, Mr. Vitale expressed his disagreement with the refinements to the corporate governance structure designed to provide members of the CBOT subsidiary and stockholders of CBOT Holdings greater rights than previously contemplated. As described in greater detail elsewhere in this document, Mr. Vitale voluntarily resigned from his positions with the CBOT in November 2002. For more information, see "Management and Executive Compensation."

After careful discussion of the matters discussed and presented at this and previous meetings, the CBOT board of directors determined that the restructuring transactions, taken as a whole, including the allocation methodology to be utilized in the demutualization for the allocation of shares of common stock of CBOT Holdings among the Full and Associate Members, GIMs, IDEMs, and COMs in respect of their memberships and the allocation of such shares in accordance with the allocation ratio are in the best interests of the CBOT and its members and are fair to all classes of CBOT members.

The board's approval of the restructuring transactions was subject to its determination, at the time of the mailing of the proxy statement and prospectus relating to the restructuring transactions, that the restructuring

transactions remain in the best interest of the CBOT and its members and remain fair to all classes of CBOT members.

In August 2003, the CBOT retained Kevin M. Forde, Ltd, and Charles P. Carey, the chairman of the board of directors, retained the Law Offices of Peter B. Carey, as legal counsel in connection with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, including a possible settlement of the lawsuit. Beginning in early September 2003, Messrs. Forde and Carey commenced settlement discussions with counsel for the plaintiff class. These settlement discussions, which extended for over a four-month period, focused on numerous factors, including the discussion of the Illinois Appellate Court in its decision reversing the Circuit Court's decision concerning the fairness of the allocation ratio and the value of the CBOT's memberships. In addition, the settlement negotiations included discussion of such quantitative measures as the volume traded by the various membership classes, the relative member liquidation rights and voting rights, the previous distributions from Ceres to the various membership classes and the terms of other exchange demutualizations with multiple membership classes. The settlement negotiations also included discussion of such qualitative measures as the length and expense of further litigation and the overwhelming support of the members for the settlement agreement, as indicated by the March 2004 advisory vote of the members.

During the course of these settlement discussions, updates were provided to our chairman of the board of directors, executive committee of the board of directors and board of directors at various meetings from time to time regarding the status of such settlement discussions as well as the status of the underlying litigation. In particular, the board of directors received and reviewed, among other things, the decision of the Illinois Appellate Court, which included the court's statements regarding the use of seat value ratios as the dominant factor in any fair allocation methodology. In this regard, the board of directors considered the Illinois Appellate Court's observation to the effect that seat market values encompass membership rights with respect to trading, voting, liquidation and CBOE exercise rights.

In addition, the board of directors reviewed the previous report of William Blair to the independent allocation committee, together with all supporting data and analysis, regarding the independent allocation committee's recommended allocation, deposition testimony from certain representatives of William Blair, legal advice from the Law Offices of Peter B. Carey regarding various settlement issues under negotiation, legal advice from Jenner & Block LLP, counsel to the CBOT in connection with the restructuring transactions, regarding various settlement issues under negotiation and their impact on the proposed restructuring of the CBOT, seat value records for Full Members, Associate Members, GIMs, IDEMs and COMs from 1991 through 2003, financial information provided by management of the CBOT concerning the liquidation of Ceres and information related to membership trading rights, fees, dues and assessments provided by CBOT management.

The board of directors also received various reports on the status of the settlement negotiations, including updates and summaries of each aspect of the proposed settlement, including share allocation, certain contractual rights to be granted to Associate Members, GIMs, IDEMs and COMs, attorneys fees, releases, the effect of dismissal with prejudice as well as the sunset and further assurances obligations.

This process culminated in a proposed settlement of the lawsuit in January 2004, as discussed in greater detail below.

January 2004 Board Meeting. On January 21, 2004, the board of directors held a special meeting for the purpose of considering the terms of a proposed settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs challenging the allocation ratio. The Law Offices of Peter B. Carey participated in the meeting. In addition, Jenner & Block and Kevin M. Forde, Ltd. participated in the meeting.

At the request of the Chairman, Ms. Carol A. Burke, Executive Vice President and Chief of Staff of the CBOT, outlined the matters to be addressed at the meeting and outside counsel addressed the board of directors regarding the status of the litigation and summarized the terms and conditions of the proposed settlement as set

forth in a form of binding memorandum of understanding, a draft of which had been provided to directors prior to the meeting, calling out in particular any differences from the terms as described to the board at prior meetings. Counsel explained the terms of the settlement and the obligations of the CBOT with regard to the restructuring transactions and the proposed settlement allocation.

Counsel explained that, under the terms of the proposed settlement, among other things, the CBOT would intervene in the litigation and the plaintiffs would move for voluntary dismissal of the lawsuit. It was further explained that the CBOT would be obligated to present as soon as reasonably practicable following court approval of the settlement a restructuring proposal to the CBOT membership, which included a new settlement allocation of equity ownership interests in the restructured CBOT among the classes of CBOT members in accordance with the settlement agreement. Under the settlement allocation, 77.65% of the equity ownership interests in the CBOT to be distributed to CBOT members would be allocated to the Full Members of the CBOT in the aggregate and 22.35% would be allocated to the Associate Members and GIMs, COMs and IDEMs in the aggregate, with the 22.35% to be allocated, on an individual basis, in accordance with an allocation ratio as follows: AM - 1.0: GIM - 0.50: COM - 0.25: IDEM - 0.11. It was also noted that the proposed settlement contemplated certain compensation for the plaintiff class representatives in the form of 0.10% of the equity ownership interests in the CBOT that would come from the 22.35% to be allocated to the minority members. Counsel explained that the obligations of the CBOT with regard to the proposed restructuring and the new allocation of equity ownership interests would be subject to a “sunset date” after which time they would no longer apply.

Other terms of the proposed settlement, including certain contractual rights designed to protect the interests of Associate Members, GIMs, IDEMs and COMs, were discussed. It was noted that the CBOT would be obligated, upon the occurrence of certain events, to pay counsel for the plaintiffs in the litigation $7.5 million plus interest. Counsel also described certain releases and indemnification contemplated by the proposed settlement and explained that the proposed settlement would be submitted for court approval and that its implementation would be dependent upon such approval. It was noted that the binding memorandum of understanding would form the basis of a settlement agreement to be entered into by the CBOT and the plaintiff class representatives within a reasonable period of time following the execution of the memorandum of understanding.

The board also received a report from Jenner & Block concerning certain aspects of the proposed settlement, including the impact of the proposed settlement on the contemplated restructuring transactions and various other restructurings that might be considered by the CBOT. The fiduciary duties of the members of the board in consideration of the proposed settlement were reviewed and discussed. The prior consideration of the allocation ratio by the independent allocation committee and by the board as a whole in the context of the contemplated restructuring, as well as other restructurings previously contemplated by the CBOT, was also reviewed and discussed. In addition, the board reviewed its prior deliberations relating to the proposed settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs.

Ms. Burke then commented on the position of Kirkland & Ellis, counsel to the defendant class in the litigation, with regard to the proposed settlement. It was noted that such counsel, on behalf of its client, did not support the proposed settlement. Certain procedural aspects of the litigation were then reviewed and discussed.

The terms and conditions of the proposed settlement were then reviewed and discussed among the directors. Various questions were asked and answered. In addition, certain provisions of the draft memorandum of understanding were reviewed and commented on by the directors. It was noted by certain directors that the binding memorandum of understanding might be unclear with respect to whether additional equity ownership interests that could be awarded to the plaintiff class representatives by the court as plaintiff class representative compensation would be “stapled” to common stock and memberships, as contemplated by the proposed restructuring. The directors then engaged in a discussion of this point. It was agreed that the binding memorandum of understanding should be revised to make clear that any such additional equity ownership

interests to be awarded to the plaintiff class representatives by the court as compensation shall be held in the same form and manner as the equity ownership interests held by other CBOT members (i.e., "stapled" if the equity ownership interests held by other CBOT members were "stapled").

After careful consideration of these matters, and further discussion, the board voted by unanimous vote of all those directors present at the meeting to approve and authorize the binding memorandum of understanding as fair, reasonable and in the best interest of all CBOT members, subject to the requirement that the memorandum of understanding be clarified with regard to the plaintiff class representative compensation and with the understanding that a settlement agreement would later be executed.

In approving and authorizing the memorandum of understanding, the board of directors considered that that effectiveness of most of the obligations of the settlement agreement, including the settlement allocation, would be conditioned upon approval of the settlement agreement as fair, reasonable, adequate and in the best interests of the CBOT and all of its members by the Circuit Court of Cook County, Illinois, which could only occur after the Circuit Court conducted a hearing to consider the fairness of the settlement agreement, including the settlement allocation, at which Full and Associate Members, GIMs, IDEMs and COMs would have the ability to voice their opinions as to the merits of the settlement agreement (after appropriate notice and disclosure to the members as directed by the Circuit Court).

In addition, the board of directors considered that, if the Circuit Court were to approve the settlement agreement as fair, reasonable, adequate and in the best interests of the CBOT and all of its members, the principal effect of the settlement agreement, that is, the settlement allocation, would not be implemented until such time as the board of directors would approve a restructuring of the CBOT pursuant to which the equity ownership interests of the CBOT would be proposed to be allocated among the Full and Associate Members, GIMs, IDEMs and COMs. To that end, the board of directors contemplated that it would, to the extent appropriate, make a subsequent determination that the settlement allocation is in the best interests of the CBOT and its members and fair to all classes of CBOT members, in the context of the restructuring transactions, as part of its final approval of the restructuring transactions prior to the mailing of the proxy statement and prospectus relating to the restructuring transactions to the CBOT members.

Shortly following this meeting, the CBOT and the plaintiff class representatives entered into the binding memorandum of understanding, which had been revised to reflect this clarification.

On February 5, 2004, the members of the board received for their review the draft settlement agreement contemplated by the binding memorandum of understanding, as well as the CBOT counsel's representation that the settlement agreement was consistent with the board-approved binding memorandum of understanding. On February 6, 2004, the CBOT and plaintiff class representatives entered into the settlement agreement, as contemplated by the binding memorandum of understanding.

As a result of the CBOT entering into the settlement agreement, the allocation ratio recommended as fair by the independent allocation committee and opined on by William Blair will not be used to determine the allocation of equity in CBOT Holdings. Such allocation will be made in accordance with the settlement allocation established by the settlement agreement. Furthermore, you should understand that the independent allocation committee has not been asked to make, and has not made, a recommendation, and William Blair has not been asked to render, and has not rendered, an opinion, with respect to the settlement allocation.

February 2004 Board Meeting. On February 10, 2004, the board of directors held a special meeting for the purpose of considering certain matters relating to the CBOT's entry into the settlement agreement. Ms. Burke addressed the board regarding the actions proposed to be taken, which consisted of the board's withdrawal and revocation of its prior offer to engage Kirkland & Ellis as counsel to the defendant class in the litigation and withdrawal of its prior authorization for payment of certain legal fees and expenses of defendant class counsel in connection with the lawsuit. After careful consideration of these matters, the board voted by unanimous vote of all those directors present at the meeting to approve and authorize the proposed actions.

Over the following several months, management of the CBOT and the executive committee of our board of directors continued to evaluate the proposed restructuring transactions. The CBOT engaged Credit Suisse First Boston to provide financial advice in connection with the restructuring transactions, including with respect to the conditions that would be necessary or appropriate in order for the CBOT to facilitate the creation of public markets for the equity securities of the restructured CBOT and permit the restructured CBOT to engage in capital-raising transactions and other securities issuances, subject to the further approval of the CBOT members.

August 2004 Board Meeting. At its August 17, 2004 meeting, the board of directors considered certain proposed modifications to the restructuring transactions, which were designed to permit CBOT Holdings to facilitate conditions for the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following a subsequent approval by the stockholders of CBOT Holdings. Generally speaking, these modifications included authorizing additional shares of common stock and preferred stock, which shares would not be available for issuance by the board of directors until after the second approval; implementing a new system of transfer restrictions such that the Class A common stock of CBOT Holdings would automatically become transferable at staggered dates following the completion of a qualified initial public offering of CBOT Holdings; and creating a corporate governance structure after a qualified initial public offering that would be more consistent with those of other public companies. At this meeting, the board of directors received a report from Jenner & Block concerning certain legal matters relating to the proposed modifications to the restructuring transactions. After careful consideration of the matters discussed and presented at this and previous meetings, the CBOT board of directors determined that the proposed modifications to the restructuring transactions were in the best interests of the CBOT and its members and approved proceeding with the implementation of such modifications. As noted above, the board's approval of the proposed modifications remained subject to its further determination, at the time of the mailing of the proxy statement and prospectus relating to the restructuring transactions, that the restructuring transactions remain in the best interest of the CBOT and its members and remain fair to all classes of CBOT members.

As described in greater detail elsewhere in this document, the Court of Cook County, Illinois held a hearing on September 10, 2004 to determine the fairness of the settlement allocation. On September 20, 2004, the court entered a final order approving the settlement agreement as fair, reasonable and adequate and in the best interests of the CBOT and all of its members. For more information, see "Our Business—Legal Proceedings—Lawsuit Brought By Certain Associate Members, GIMs, IDEMs and COMs."

2004 Board Meeting. On , 2004, the board of directors held a meeting at which they reviewed and considered the restructuring transactions to be proposed to the CBOT membership and considered whether to approve the mailing of a proxy statement and prospectus relating to the restructuring transactions to the CBOT membership in connection with their consideration of the restructuring transactions.

[Description of final board meeting to come, based on actual meeting]

After careful consideration of the matters discussed and presented at this and previous meetings, the board of directors determined that the restructuring transactions, taken as a whole, including the settlement allocation to be utilized in the restructuring transactions for the allocation of shares of Class A common stock of CBOT Holdings among Full Members, Associate Members, GIMs, IDEMs and COMs in respect of their memberships, were in the best interests of the CBOT and its members and were fair to all classes of CBOT members and approved the mailing of the proxy statement and prospectus relating to the restructuring transactions to the CBOT membership.

Reasons for the Restructuring Strategy

Our restructuring strategy is designed to respond to significant competitive challenges currently faced by the CBOT and to enhance the long-term value of the CBOT for its members. Current industry trends, including increased electronic trading of derivative securities, may threaten the long-term viability of traditional open outcry exchanges, including the CBOT. In fact, as reported by *Futures Industry Magazine*, in 1999, Eurex, an electronic derivatives exchange, overtook the CBOT to become the world's largest derivatives exchange based on contract volume. We believe that these industry trends are related, in large part, to shifting priorities of investors and members of exchanges, new entrants in the market place, rapid advances in technology and electronic trading and the realignment of key industry participants.

Shifting Priorities of Investors and Members. We believe that institutional investors are demanding greater liquidity, lower cost and more efficient trade execution, enhanced access and a sophisticated supporting infrastructure. In addition, traditional open outcry exchanges are competing with new electronic markets, which are generally lower cost, more accessible, very focused, faster in trade execution and, increasingly, more liquid, and the over-the-counter derivatives markets. These pressures are forcing traditional open outcry exchanges, such as the CBOT, to modernize in order to remain competitive.

New Entrants in the Marketplace. Members of exchanges are also under increasing pressure from clients and new entrants in the marketplace. For example, on February 8, 2004, Eurex launched a registered U.S. exchange operated under U.S. regulation, initially offering futures and options on future contracts on U.S. Treasury notes and bonds. As a result of these competitive pressures, we believe that members of exchanges are generally concerned about the long-term value of their memberships.

Advances in Technology and Electronic Trading. Technological innovations are creating new competitors and encouraging the development of electronic trading systems that are challenging traditional open outcry exchanges. Based on industry trends outside the United States, we expect that electronic trading will account for virtually all overseas trading in the near future.

Some leading exchanges are already fully electronic and other leading exchanges are aggressively pursuing an electronic trading model. We believe that major securities exchanges and quotation systems, such as the New York Stock Exchange and the Nasdaq Stock Market, are under pressure from electronic communications networks. About one dozen electronic communications networks have been established in the United States, many during the last four years, by leading investment banks, broker-dealers and market markers, which are aligning themselves with multiple alternative systems. For example, according to *Internet Trading Magazine*, Goldman Sachs has made investments in four electronic communications networks. In addition, according to a special study prepared by the SEC's Division of Market Regulation, electronic communications networks have already captured about one-third of Nasdaq's trading volume.

The CBOT is facing increasing competition from electronic competitors. For example, Cantor/eSpeed has introduced an electronic trading system for cash bonds, futures on Treasury bonds and block over-the-counter derivatives trades for large derivatives dealers. In addition, BrokerTec, which is owned by several of the largest United States and European investment banks, currently provides electronic, inter-dealer brokerage for Treasury bonds and euro-denominated sovereign debt and introduced an electronic trading system for futures and other derivatives during the fourth quarter of 2001. While we have taken steps to enhance our competitiveness relative to electronic competitors, including our entry into an arrangement that grants eSpeed a license to distribute CBOT products on its electronic marketplaces, we believe that we will continue to be subject to intense competition from electronic competitors.

Industry Realignment. Some exchanges that have restructured in response to industry pressures have demutualized and have become for-profit entities. Through demutualization, exchanges are streamlining their corporate governance structure, quickening their organizational decision-making, improving their access to capital and technology and enhancing their ability to quickly enter into strategic alliances. The CME, the New

York Mercantile Exchange and the Hong Kong Futures Exchange, among others, have already demutualized. Some exchanges have announced that they are planning initial public offerings to raise capital necessary for strategic endeavors. The CME, Deutsche Börse, Toronto Stock Exchange, Euronext.liffe, the Australian Stock Exchange and OM Grüppen AB are already publicly-held corporations. The New York Stock Exchange and Nasdaq have also each indicated at various times in the past that they have considered initial public offerings.

In addition to demutualization, we believe that the futures industry will consolidate pursuant to mergers and alliances of exchanges in order to achieve the economies of scale and expanded geographic reach necessary to remain competitive in a rapidly changing marketplace.

Objectives of the Restructuring Strategy

As described more fully above, we have determined that it is desirable for the CBOT to restructure in response to the shifting priorities of investors and members, advances in technology and electronic trading and industry realignment. In response, we are proposing for your approval the restructuring transactions described in this document, which are intended to better position us to achieve the following objectives:

- maximize the value of our business by demutualizing and adopting a for-profit approach to business with a view towards optimizing volume, efficiency and liquidity in the markets we provide;
- increase our ability to respond more efficiently to changes within the industry, markets and regulations that govern us by modernizing our corporate governance structure;
- preserve our ability to provide member benefits and opportunity;
- enable us to segregate more easily our different lines of business into separate subsidiaries through a holding company structure, which could provide greater flexibility in administration and allow these subsidiaries to focus more effectively on particular markets, products or services;
- provide us the ability to distribute profits from the operation of our business to our stockholders as permitted by applicable law; and
- permit CBOT Holdings to facilitate the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following the second approval.

With these objectives in mind, as part of the process that led to the development of the restructuring transactions, we evaluated a number of restructuring alternatives as described below at "—Strategic Alternatives Considered."

Strategic Alternatives Considered

We initially considered four principal restructuring strategies, taking into account the relevant associated business, legal, tax and regulatory issues. Each alternative strategy incorporated a variation of the corporate structure and equity ownership of the entities. The principal restructuring strategies we considered included the following:

- Ÿ maintaining the CBOT in its current form as a parent company and creating a separate electronic trading company as a subsidiary;
- Ÿ restructuring the CBOT into two separate and independent for-profit, stock companies, one to conduct the open outcry trading business and the other to conduct the electronic trading business;
- Ÿ organizing a single demutualized holding company with an open outcry subsidiary and an electronic trading company subsidiary; and
- Ÿ operating the electronic trading business through the parent company and creating a subsidiary to operate our open outcry markets.

For some time, we considered pursuing a strategy of restructuring the CBOT into two separate for-profit, stock companies. As autonomous entities, each with a separate business focus, we initially believed that each of the companies would be well positioned to make independent strategic business decisions and pursue appropriate business opportunities. We believed that, as for-profit, stock companies, each would have the financial and decision-making flexibility to pursue alliances and joint ventures, as well as the resources to make necessary technology investments.

In late August 2000, we concluded that such a strategy was no longer appropriate in light of a number of factors, including increasing competitive pressures in the industry, adverse changes in the capital markets, further review and analysis regarding the implementation and execution of separate business plans for the two independent companies, the overall financial status of the CBOT and the need for the CBOT to demutualize as quickly as possible so that it could enhance its competitive posture and improve its decision-making capability. Accordingly, we ultimately rejected the two-company strategy and determined to adopt a strategy of demutualizing the CBOT and operating the electronic trading company as a wholly owned subsidiary.

Following further evaluation and analysis, we concluded that, under then-existing conditions, the revised restructuring strategy would achieve benefits similar to those associated with the creation of two separate companies, while preserving our flexibility to consider pursuing one or more value-enhancing transactions in the future, as described above at "—Overview." Among other things, the revised strategy was designed to encourage independent operation of the electronic trading business in a competitive manner, but under a common ownership structure that will allow substantial sharing of resources and infrastructure. We believe that the restructuring transactions, as most recently refined, will enable us to successfully implement this strategy.

We reconsidered the holding company structure as a strategic alternative as a result of further changes in competitive pressures in the industry, the continued adverse condition of the capital markets and the refinement of our long-term strategic objectives. We believe the holding company structure represents a refinement of the previously approved restructuring transactions that is consistent with the revised restructuring strategy adopted in August 2000 in that it encourages independent operation of the electronic trading business under a common ownership structure while providing us additional structural flexibility to organize our business in a manner that will allow us to achieve our long-term strategic objectives. In addition, we believe that the holding company structure will allow us to maintain the CBOT as a nonstock membership corporation, which will provide us with certain benefits associated with such form of organization.

More recently, we considered the advantages to the restructured CBOT and its stockholders/members of the availability of public markets for the equity securities of the corporation and the financial flexibility provided by the ability to engage in capital-raising transactions and other securities issuances. We then modified our restructuring strategy to reflect these advantages, subject to receiving a subsequent approval of the CBOT members following the completion of the restructuring transactions.

Description of the Restructuring Transactions

The restructuring transactions are designed to:

- Ÿ demutualize our organization by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of common stock of CBOT Holdings to our members, while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings in which the CBOT members will hold memberships representing the trading rights and privileges on the exchange operated by such subsidiary;
- Ÿ modernize our corporate governance structure by, among other things, adopting new mechanisms for initiating and voting on stockholder and member proposals, providing for a modest reduction in the size of our board and modifying the nomination and election process for directors as well as the terms of office and qualifications of directors; and
- Ÿ permit CBOT Holdings to facilitate the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following the second approval.

We believe that the completion of the restructuring transactions and demutualization of our exchange will provide us with an opportunity to enhance our competitiveness within the futures industry, including within both the open outcry and electronic trading markets, while preserving our ability to provide member benefits and opportunity. As a demutualized exchange, we plan to adopt a for-profit approach to our business, with a view towards optimizing volume, efficiency and liquidity in the markets we provide, which is intended to maximize the value of our business and at the same time provide member benefits and opportunity. In particular, we expect that the proposed changes to our corporate governance structure will increase our ability to respond more efficiently to changes within the industry, markets and the regulations that govern us, while preserving important rights for our members. Also, to the extent that we expand our business in the future, we believe that our proposed holding company structure will enable us to segregate more easily our different lines of business into separate subsidiaries, which we believe could provide greater flexibility in administration and allow these entities to focus more effectively on particular markets, products or services. In addition, our transformation to a for-profit enterprise will provide us with the ability to distribute profits from the operation of our business to our stockholders as permitted by applicable law. Finally, our new capital structure and the revisions to our corporate governance structure that may be implemented upon the second approval would permit us to facilitate the creation of public markets for our equity securities and engage in capital-raising transactions and other securities issuances.

The Demutualization

We will demutualize our organization by establishing a stock, for-profit holding company, CBOT Holdings, which will become the parent company of the CBOT subsidiary. As a result, the CBOT, which will continue to operate the exchange, will exist as a subsidiary of CBOT Holdings. After the demutualization, our members will hold interests in both companies: shares of Class A common stock of CBOT Holdings and Class B memberships of various series in the CBOT subsidiary. However, as described in greater detail elsewhere in this document, transfer restrictions will apply to these interests and will have the effect of creating combinations of interests. In addition, after the demutualization, CBOT Holdings will hold the sole Class A membership in the CBOT subsidiary, which will entitle CBOT Holdings to the right to all dividends and distributions, including proceeds upon liquidation, from the CBOT subsidiary. As a result, any dividends or other distributions would be paid to you in respect of your Class A common stock of CBOT Holdings and not in respect of your membership in the CBOT subsidiary.

The demutualization will be accomplished in two separate steps:

Ÿ a dividend to distribute shares of Class A common stock to our members; and

Ÿ a merger to convert our members' existing memberships into new memberships.

The Dividend of Class A Common Stock of CBOT Holdings.

The reorganization of the CBOT and the implementation of the proposed holding company structure will be accomplished by the merger, which, as described below, will result in the CBOT becoming a subsidiary of CBOT Holdings. The merger will not, however, result in the distribution of shares of Class A common stock of CBOT Holdings to the CBOT members. Consequently, a separate mechanism will be utilized to effect the distribution of shares of Class A common stock of CBOT Holdings to the CBOT members.

Currently, the CBOT holds all of the outstanding shares of common stock of CBOT Holdings. Prior to the completion of the restructuring transactions, the board of directors of CBOT Holdings, and the CBOT as sole stockholder, will approve the reclassification of CBOT Holding's capital stock into 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3 and one share of Class B common stock.

Immediately prior to the completion of the restructuring transactions, the board of directors of the CBOT will declare a special dividend to the CBOT members consisting of 49,310,476 shares of Class A common stock

of CBOT Holdings, then held by the CBOT, allocated among the member classes in accordance with the settlement allocation. This dividend will not be paid until immediately following the effectiveness of the merger described below. The dividend will specify the exact number of shares of each of the applicable series of Class A common stock of CBOT Holdings to be distributed to each CBOT member in connection with the restructuring transactions, based on the settlement allocation as described in greater detail elsewhere in this document. In addition, 49,360 shares of Class A common stock will be distributed in the restructuring transactions as plaintiff class representative compensation to the six Associate Members, GIMs, IDEMs and COMs serving as plaintiff class representatives in connection with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs. All of the equity interests of the CBOT will be distributed among the CBOT members in the restructuring transactions.

The following table indicates the number of shares of Class A common stock of CBOT Holdings to be paid to CBOT members in respect of each current CBOT membership and in respect of each current class of CBOT membership in the restructuring transactions. In addition, the table indicates the relative voting power of the holders of the common stock of CBOT Holdings (by class of current CBOT membership) immediately following the completion of the restructuring transactions.

CBOT Holdings Class A Common Stock
to Be Received for each Current CBOT Membership and each Class of Current CBOT Membership,
and the Relative Voting Power at CBOT Holdings

Current Class of CBOT Membership	Number of Current Members[1]	Shares of Common Stock to be Received for each Current CBOT Membership	Shares of Common Stock to be Received by each Current Class of CBOT Membership[1]	Relative Voting Power at CBOT Holdings of each Current Class of CBOT Membership[1]
Full	1,402		38,327,876	77.65%
Series A-1		9,114		
Series A-2		9,112		
Series A-3		9,112		
Total		27,338		
Associate	803		8,030,000	16.27%
Series A-1		3,334		
Series A-2		3,333		
Series A-3		3,333		
Total		10,000		
GIM	128		640,000	1.30%
Series A-1		1,668		
Series A-2		1,666		
Series A-3		1,666		
Total		5,000		
IDEM	641		705,100	1.43%
Series A-1		368		
Series A-2		366		
Series A-3		366		
Total		1,100		
COM	643		1,607,500	3.26%
Series A-1		834		
Series A-2		833		
Series A-3		833		
Total		2,500		
Sub-Total	3,617		49,310,476	99.91%
Plaintiff Class Representative Compensation			49,360	0.10%
Grand Total			49,359,836	100.00%

[1] Based upon the number of Full and Associate Members, GIMS, IDEMs and COMs on November 5, 2004. The sum of the percentages identified above do not aggregate to 100.00% as a result of rounding.

This table reflects the allocation of 49,360 additional shares of Class A common stock of CBOT Holdings that will be distributed in the restructuring transactions as plaintiff class representative compensation to the six Associate Members, GIMs, IDEMs and COMs serving as plaintiff class representatives in connection with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs.

Immediately following the restructuring transactions, our members will be the only common stockholders of CBOT Holdings.

For more information regarding the common stock of CBOT Holdings, and the respective rights and privileges of such stock, see “Description of Capital Stock of CBOT Holdings.” For more information regarding the determination of the methodology for allocating shares of common stock of CBOT Holdings among the CBOT members, see “—Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions.”

The Merger. After the declaration of the dividend by the CBOT board of directors as described above, but before such dividend is paid, the merger will be completed. The merger will effect the reorganization of the CBOT into a holding company structure and the conversion of the existing CBOT memberships into Class B memberships in the CBOT subsidiary. The merger also results in CBOT Holdings being the holder of the sole Class A membership in the CBOT subsidiary.

We have formed two subsidiaries, CBOT Holdings, Inc. and CBOT Merger Sub, Inc., for the purpose of effecting the merger. CBOT Holdings, a Delaware stock, for-profit corporation, is currently a direct and wholly owned subsidiary of the CBOT. CBOT merger sub, a Delaware nonstock, for-profit membership corporation, is currently a direct and wholly owned subsidiary of CBOT Holdings.

Pursuant to an agreement and plan of merger, CBOT merger sub will merge with and into the CBOT, which will result in the CBOT being the surviving entity. Upon the effectiveness of the merger, the CBOT will become a nonstock, for-profit corporation and a subsidiary of CBOT Holdings. As a result of completing the merger, the CBOT subsidiary will have two new classes of membership: a single Class A membership and Class B memberships (which will be issued in five separate series).

Class A Membership. CBOT Holdings will hold the sole Class A membership in the CBOT subsidiary, which will entitle CBOT Holdings to the exclusive right to receive all distributions, dividends and proceeds upon liquidation from the CBOT subsidiary. CBOT Holdings, as holder of the Class A membership, will have the right to vote on all matters not reserved to the Series B-1 and B-2 members of the CBOT subsidiary.

However, as described below, the holders of Series B-1 and Series B-2 memberships in the CBOT subsidiary will have the exclusive right among members (including the Class A member) to, among other things, vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on, whether or nor approved by the board of directors, any proposals to amend the bylaws of the CBOT subsidiary. In addition, CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on any of the following proposals:

- any merger of the CBOT subsidiary with a third party;
- any transaction (or series of related transactions) involving the sale of a significant amount of the CBOT subsidiary’s assets to a third party;
- any transaction (or series of related transactions) in which the CBOT subsidiary proposes to acquire, invest in or enter into a business in competition with the CBOT subsidiary’s then existing business; or
- any dissolution or liquidation of the CBOT subsidiary.

However, it will require the consent of the holders of the Class A common stock of CBOT Holdings (who will, at least until the second approval, consist only of persons who are also members of the CBOT subsidiary) for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any such proposal.

Class B Memberships. The Class B memberships will consist of five separate series: Series B-1, B-2, B-3, B-4 and B-5. Subject to certain restrictions that currently apply, including, in the case of Series B-3

memberships, that such memberships may not be sold or otherwise transferred without eliminating the associated trading rights and privileges, and satisfaction of the application and approval process applicable to CBOT membership candidates, each such series will represent the trading rights and privileges that correspond to one of the current classes of membership of the CBOT, as described below:

- *Series B-1 Members*. The holder of a Series B-1 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures and options contracts listed on the exchange operated by the CBOT subsidiary. Holders of Series B-1 memberships who also possess 27,338 shares of Class A common stock of CBOT Holdings and either a Series B-1 Membership that retains the right to have issued the CBOE exercise right privilege associated with it or an issued and outstanding CBOE exercise right privilege may, subject to certain requirements, exercise and become a member of the CBOE without having to purchase a membership in such exchange.
- *Series B-2 Members*. The holder of a Series B-2 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures and options contracts listed in the CBOT subsidiary's Government Instrument Market, Index, Debt and Energy Market and Commodity Options Market.
- *Series B-3 Members*. With certain exceptions described in greater detail elsewhere in this document, the holder of a Series B-3 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures contracts listed in the CBOT subsidiary's Government Instrument Market. Following the completion of the restructuring transactions, two Series B-3 memberships in the CBOT subsidiary will be convertible into one Series B-2 membership in the CBOT subsidiary, which may result in fewer members having the trading rights and privileges of GIMs and more members having the trading rights and privileges of Associate Members.
- *Series B-4 Members*. The holder of a Series B-4 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures contracts listed in the CBOT subsidiary's Index, Debt and Energy Market.
- *Series B-5 Members*. The holder of a Series B-5 membership in the CBOT subsidiary will generally be entitled to execute trades in all options contracts listed in the CBOT subsidiary's Commodity Options Market.

The specific trading rights and privileges associated with each series of Class B membership in the CBOT subsidiary will generally be governed by the rules and regulations of the CBOT subsidiary. These rules and regulations will constitute a part of the bylaws of the CBOT subsidiary.

The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on any proposals to amend the bylaws, which will include the rules and regulations, of the CBOT subsidiary whether or not approved by the board of directors. Under Delaware law, proposals to amend the certificate of incorporation must be adopted and approved by the board of directors of the CBOT subsidiary prior to being submitted to the holders of Series B-1 and B-2 memberships in the CBOT subsidiary for their approval. However, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary can also make non-binding recommendations that the board of directors consider proposals that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary. You should understand, however, that the board of directors of the CBOT subsidiary will consider such non-binding recommendations in accordance with its fiduciary duties under applicable law and, accordingly, there can be no assurance that the board of directors of the CBOT subsidiary will approve any such proposal. Pursuant to the terms of the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation, bylaws or rules and regulations that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs, as described in our rules and regulations in effect as of February 2, 2004.

The board of directors of the CBOT subsidiary will also have the right to amend the bylaws of the CBOT subsidiary. However, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the core rights described elsewhere in this document, subject to the contractual provisions of the settlement agreement discussed above, which prohibit the adoption of an amendment to the bylaws of the CBOT subsidiary that would adversely affect the contract trading rights of the Associate Members, GIMs, IDEMs and COMs as described in our rules and regulations in effect as of February 2, 2004. The holders of Series B-3, B-4 and B-5 memberships in the CBOT subsidiary will not have any voting rights with respect to the CBOT subsidiary.

Pursuant to the merger, members of the CBOT will receive one of the five series of Class B memberships in the CBOT subsidiary in respect of each membership held by such member. The following table indicates the number and series of Class B membership in the CBOT subsidiary to be received for each current CBOT membership and by each class of current CBOT membership. In addition, the table indicates the relative voting power of the holders of the Class B memberships in the CBOT subsidiary (by class of CBOT membership) immediately following the completion of the restructuring transactions on matters on which Class B memberships in the CBOT subsidiary are entitled to vote.

Class B Memberships in the CBOT Subsidiary
to be Received for each Current CBOT Membership, and by each Class of Current CBOT Membership
and the Relative Voting Power at the CBOT Subsidiary of each Class of Current CBOT Membership

Current Class of CBOT Membership	Number of Current Members[1]	Number and Series of Class B Membership to be Received for each Current CBOT Membership	Number and Series of Class B Membership to be Received by each Current Class of CBOT Membership[1]	Relative Voting Power at the CBOT Subsidiary of each Current Class of CBOT Membership[1]
Full	1,402	1 Series B-1	1,402 Series B-1	91.29%
Associate	803	1 Series B-2	803 Series B-2	8.71%
GIM	128	1 Series B-3	128 Series B-3	0.00%
IDEM	641	1 Series B-4	641 Series B-4	0.00%
COM	643	1 Series B-5	643 Series B-5	0.00%
Total	3,617			100.00%

[1] Based upon the number of Full and Associate Members, GIMs, IDEMs and COMs on November 5, 2004.

Modernization of Our Corporate Governance Structure

An objective of the restructuring transactions is the modernization of the corporate governance structure of the CBOT. Accordingly, the restructuring transactions will involve certain changes, which will largely occur as a result of the creation of a holding company structure and the adoption of a new certificate of incorporation and bylaws for CBOT Holdings and a new certificate of incorporation, bylaws and rules and regulations of the CBOT subsidiary. These changes are designed to modernize our corporate governance structure by:

- adopting new mechanisms for initiating and voting on stockholder and member proposals;
- providing for a modest reduction in the size of our board of directors; and
- modifying the nomination and election process for our directors as well as the terms of office and qualifications of our directors.

Because you will receive interests in both CBOT Holdings and the CBOT subsidiary as a result of the completion of the restructuring transactions, you will have different rights and obligations in these two separate,

but affiliated organizations based on the applicable corporate governance documents. Upon the completion of the restructuring transactions, you will be a stockholder of CBOT Holdings and a member of the CBOT subsidiary. Your rights as a stockholder of CBOT Holdings will resemble those of a stockholder of a public company, and your rights as a member of the CBOT subsidiary will more closely resemble your current trading rights and privileges as CBOT members.

Voting Rights

As a result of the restructuring transactions, you will hold interests in two companies rather than one: CBOT Holdings and the CBOT subsidiary. Your interests will entitle you to different rights with respect to voting on matters pertaining to the two companies, as described below.

CBOT Holdings. As compared to our current corporate governance structure as a not-for-profit, nonstock corporation, CBOT Holdings will have a corporate governance structure more customary for a for-profit, stock corporation. The holders of the Class A common stock of CBOT Holdings will have the right to vote on all matters upon which the stockholders of CBOT Holdings will be entitled to vote generally, including the election of directors to the board of directors of CBOT Holdings. On all such matters, the holders of Series A-1, A-2 and A-3 common stock will vote as a single class, with equal per share voting rights.

In addition, the holders of Class A common stock of CBOT Holdings will have the right to vote on any proposal for a transaction (or a series of related transactions) either involving the sale of a significant amount of CBOT Holdings' assets to a third party or in which CBOT Holdings proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary.

Further, it will require the consent of the Class A common stockholders of CBOT Holdings for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any merger of the CBOT subsidiary with a third party, any transaction (or series of related transactions) involving the sale of a significant amount of the CBOT subsidiary's assets to a third party, any transaction (or series of related transactions) in which the CBOT subsidiary proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary or any dissolution or liquidation of the CBOT subsidiary.

For these purposes, a significant amount of the CBOT subsidiary's assets means 10% of the fair market value of the assets, both tangible and intangible, of the CBOT subsidiary as of the time of the board approval of the proposed sale, as determined by the board of directors of the CBOT subsidiary, in its sole and absolute discretion. The board of directors of the CBOT subsidiary will determine, in its sole and absolute discretion, whether any business is in competition with the then existing business of the CBOT subsidiary (which will also include any businesses proposed as of such time).

The board of directors of CBOT Holdings will have the authority to, among other things, adopt and recommend for approval by the holders of the Class A common stock of CBOT Holdings amendments to the certificate of incorporation of CBOT Holdings. Any amendment to the certificate of incorporation of CBOT Holdings will require the approval of the board of directors of CBOT Holdings and the approval of a majority of the outstanding shares of Class A common stock of CBOT Holdings, voting together as a single class. In addition, the board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of stockholders. However, the holders of the Class A common stock of CBOT Holdings will also have the right to initiate, without the approval of the board of directors of CBOT Holdings, proposals to adopt, repeal or amend the bylaws of CBOT Holdings. They can also make non-binding recommendations that the board of directors of CBOT Holdings consider proposals that, as a matter of Delaware law, require the approval of the board of directors of CBOT Holdings. You should understand, however, that the board of directors of CBOT Holdings will consider such non-binding recommendations in accordance with its fiduciary duties under applicable law and, accordingly, there can be no assurance that the board of directors of CBOT Holdings will approve any such proposal.

Proposals by the holders of the Class A common stock of CBOT Holdings may be initiated at an annual or special meeting of the stockholders of CBOT Holdings after satisfying certain advance notice requirements and, subject to applicable law, will require the approval of a majority of the votes cast at such annual or special meeting. The bylaws of CBOT Holdings will provide that one-third of the common stock of CBOT Holdings entitled to vote on a matter must be present in person or by proxy to constitute a quorum.

CBOT Subsidiary. The CBOT subsidiary will have a corporate governance structure that is designed to vest control of corporate governance matters generally with the holders of Series B-1 and B-2 memberships in the CBOT subsidiary, including with regard to amendments to the certificate of incorporation and bylaws of the CBOT subsidiary, but provides CBOT Holdings, as the holder of the Class A membership in the CBOT subsidiary, with limited voting rights.

In particular, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members (including the Class A member of the CBOT subsidiary) to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on any proposals to amend the bylaws of the CBOT subsidiary whether or not approved by the board of directors. In addition, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the core rights. Under Delaware law, proposals to amend the certificate of incorporation must be adopted and approved by the board of directors of the CBOT subsidiary prior to being submitted to the holders of Series B-1 and B-2 memberships in the CBOT subsidiary for their approval. However, the holders of Series B-1 and B-2 memberships can also make non-binding recommendations that the board of directors consider proposals that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary. You should understand, however, that the board of directors of the CBOT subsidiary will consider such non-binding recommendations in accordance with its fiduciary duties under applicable law and, accordingly, there can be no assurance that the board of directors of the CBOT subsidiary will approve any such proposal.

The board of directors of the CBOT subsidiary will also have the right to amend the bylaws of the CBOT subsidiary. However, the approval of the holders of Series B-1 and B-2 memberships will be required to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the following core rights:

- Ÿ the allocation of products that a holder of a specific series of Class B membership is permitted to trade on the exchange facilities of the CBOT subsidiary, e.g., the elimination of any product from a holder's trading rights and privileges;
- Ÿ the requirement that, subject to certain limited exceptions agreed to by the CBOT and CBOE, holders of Class B memberships will be charged transaction fees for trades of the CBOT subsidiary's products for their accounts that are lower than the transaction fees charged to any participant who is not a holder of a Class B membership for the same products;
- Ÿ the membership and eligibility requirements to become a holder of a Class B membership or to exercise the associated trading rights or privileges;
- Ÿ the commitment to maintain current open outcry markets so long as each such market is deemed liquid under the terms of the certificate of incorporation of the CBOT subsidiary (this commitment to maintain current open outcry markets is described further below at "—Commitment to Maintain Open Outcry Markets"); and
- Ÿ the requirement that any proposal to offer electronic trading between the hours of 6:00 a.m., Central Time, and 6:00 p.m., Central Time, of agricultural contracts or agricultural products currently traded on our open outcry markets be approved by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary.

Holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on such amendments adversely affecting the core rights, as described above.

Member proposals may be initiated at an annual meeting of the members of the CBOT subsidiary or, after satisfying certain advance notice requirements, a special meeting of the members of the CBOT subsidiary and, subject to applicable law, will require the approval of a majority of votes cast at such special or annual meeting.

On such matters, the holders of Series B-1 memberships in the CBOT subsidiary will be entitled to one vote per membership and the holders of Series B-2 memberships in the CBOT subsidiary will be entitled to one-sixth of one vote per membership. These voting rights are based on the current voting rights of Full Members and Associate Members of the CBOT. The holders of Series B-3, B-4 and B-5 memberships in the CBOT subsidiary will not have the right to vote on any matters or to initiate any proposals. Subject to applicable law and subject to the right of the Series B-1 and B-2 members of the CBOT subsidiary to vote to discontinue a market, which shall require a vote of a majority of the voting power of the then outstanding Series B-1 and B-2 members of the CBOT subsidiary, the affirmative vote of a majority of the votes cast at any annual or special meeting called for such purpose shall be sufficient to constitute approval of all matters upon which the holders of Series B-1 and B-2 memberships in the CBOT subsidiary are entitled to vote, provided that quorum requirements have been met.

The bylaws of the CBOT subsidiary will provide that the holder of the Class A membership must be present in person or by proxy to constitute a quorum on matters upon which the holder of the Class A membership is entitled to vote and that one-third of the voting power of the Class B memberships entitled to vote must be present in person or by proxy in order to constitute a quorum on matters upon which the holders of Series B-1 and B-2 memberships in the CBOT subsidiary are entitled to vote. Based on the respective voting power of these two series of Class B memberships, any matter voted upon by the holders of such series could be approved by the holders of Series B-1 memberships in the CBOT subsidiary even though the holders of Series B-2 memberships in the CBOT subsidiary voted against the amendment. This result is consistent with the result that would be obtained under the CBOT's existing certificate of incorporation, bylaws and rules and regulations with respect to matters voted on by Full Members and Associate Members as a single class.

CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on all matters not reserved to the Series B-1 and B-2 members of the CBOT subsidiary.

In addition, CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on any proposal to merge the CBOT subsidiary with a third party, to sell a significant amount of the CBOT subsidiary's assets to a third party, that the CBOT subsidiary acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary or to dissolve or liquidate the CBOT subsidiary. For these purposes, a "significant amount" of assets means 10% of the fair market value of the assets of CBOT Holdings, both tangible and intangible, as of the time of the board approval of the proposed sale, as determined by the board of directors in its sole and absolute discretion. The board of directors of the CBOT subsidiary will determine, in its sole and absolute discretion, whether any business is in competition with the then existing business of the CBOT subsidiary (which will also include any businesses proposed as of such time). It will require the consent of the holders of a majority of the outstanding shares of Class A common stock of CBOT Holdings (who will, at least until the second approval, consist only of persons who are also members of the CBOT subsidiary) for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any such proposal.

As described in greater detail elsewhere in this document, pursuant to the terms of the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation, bylaws or rules and regulations that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs as described in our rules and regulations in effect as of February 2, 2004.

Commitment to Maintain Open Outcry Markets. The certificate of incorporation of the CBOT subsidiary will provide that, subject to the following terms and conditions, the CBOT subsidiary will be obligated to maintain current open outcry markets and provide financial support to each such market for technology,

marketing and research, which the board of directors determines, in its sole and absolute discretion, is reasonably necessary to maintain each such open outcry market.

Notwithstanding the foregoing, the board of directors of the CBOT subsidiary may discontinue any current open outcry market at such time and in such manner as it may determine if the board of directors determines, in its sole and absolute discretion, that a market is no longer "liquid" in accordance with the criteria described below or the holders of a majority of the voting power of the then outstanding Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based on their respective voting power, approve the discontinuance of such open outcry market. A market is "liquid" for this purpose if, as measured on a quarterly basis:

- a comparable exchange-traded product exists, the open outcry market has maintained at least 30 percent of the average daily volume of such comparable product, including for calculation purposes, volume from exchange-for-physicals transactions in such open outcry market; or
- no comparable exchange-traded product exists, the open outcry market has maintained at least 40 percent of the average quarterly volume in that market as maintained by the CBOT in 2001, including, for calculation purposes, volume from exchange-for-physicals transactions in such open outcry market.

The commitment to maintain open outcry markets will not apply to markets introduced following the completion of the restructuring transactions.

Board of Directors. After the completion of the restructuring transactions, there will be two boards of directors, one for CBOT Holdings and one for the CBOT subsidiary, rather than one. However, as explained in greater detail below, we currently expect that the same persons will serve on both of these boards.

The directors serving on the board of directors of the CBOT immediately prior to the completion of the restructuring transactions will continue as the boards of directors of CBOT Holdings and the CBOT subsidiary immediately following the completion of the restructuring transactions. The continuing directors will serve for the duration of their current terms with the exception of the current public directors, whose terms will end in connection with the first annual election following the completion of the restructuring transactions. It is currently expected that this annual election will occur in the first or second quarter of 2005.

The size of the board of directors of CBOT Holdings will then be reduced from 18 directors to 16 directors in connection with the first annual meeting of stockholders to be held following the completion of the restructuring transactions.

The board of directors of CBOT Holdings will consist of the Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary; a Vice-Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary; eight directors, who will be holders of Series B-1 memberships in the CBOT subsidiary; two directors, who will be holders of Series B-2 memberships in the CBOT subsidiary; three directors, who will be "independent" within the meaning of the certificate of incorporation and bylaws of CBOT Holdings; and the President and Chief Executive Officer of CBOT Holdings, who will be a non-voting director.

Except as described below, each director of CBOT Holdings will be elected to serve as a director until the second annual meeting following his or her election and will not be subject to term limits. Directors shall be entitled to serve only so long as they retain the qualifications of the directorship for which they were nominated and elected. For information regarding the executive officers of CBOT Holdings, see "Management and Executive Compensation—Directors and Executive Officers."

The elected directors of CBOT Holdings will be classified into two classes of directors consisting of eight directors and seven directors, respectively. The first class of directors will consist of the Chairman of the Board;

four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary; one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and two independent directors. The second class of directors will consist of the Vice-Chairman of the Board; four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary; one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and one independent director. The President and Chief Executive Officer will, upon appointment to such position, automatically become a non-voting director.

The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings. In addition, it will be a qualification for service as a director of the CBOT subsidiary that such director also serve at the same time on the board of directors of CBOT Holdings.

Nomination Procedures for Directors. The holders of Class A common stock of CBOT Holdings will have the right to elect a nominating committee to recommend to the board of directors nominations of persons to stand for election as directors of CBOT Holdings. The nominating committee will be composed of five holders of Class A common stock of CBOT Holdings, four of whom will be persons who also hold Series B-1 memberships in the CBOT subsidiary and the fifth of whom will be a person who also holds a Series B-2 membership in the CBOT subsidiary. Except as described below, each member of the nominating committee of CBOT Holdings will be elected to serve as a member of the nominating committee until the third annual meeting following his or her election. No member of the nominating committee may be elected or appointed to serve again as a member of the nominating committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the nominating committee may serve.

The members of the nominating committee of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the nominating committee of CBOT Holdings immediately following the completion of the restructuring transactions. The continuing members of the nominating committee will serve for the duration of their current terms.

Although the nominating committee will provide nominations to the board of directors of CBOT Holdings, the board of directors of CBOT Holdings will make an independent determination, in accordance with its fiduciary duties, to nominate individuals to serve as directors. The nominating committee will also be responsible for nominating individuals to serve as members on the nominating committee. In addition to nominations recommended by this committee, the holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and the stockholder satisfies certain advance notice requirements. If the stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both Class A common stockholders of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee, that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.

Change of Control Provisions. CBOT Holdings' certificate of incorporation and bylaws will contain certain provisions that may have the effect of encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with the board of directors rather than pursue non-negotiated takeover attempts. The provisions will include:

- Ÿ a classified board of directors with staggered terms of office;
- Ÿ advance notice requirements for Class A common stockholder proposals;
- Ÿ application of the Delaware anti-takeover statute; and
- Ÿ a prohibition on the ability of Class A common stockholders to take action by written consent.

Changes in Corporate Governance and Capital Structure After a Second Approval

General. The restructuring transactions are designed to permit CBOT Holdings to facilitate the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following the second approval. In particular, certain changes to our corporate governance and capital structure will be implemented, either at that time or in connection with a qualified initial public offering of CBOT Holdings, if and when the holders of a majority of the outstanding Class A common stock approve a proposition to provide the board of directors of CBOT Holdings the authority to approve the issuance of additional authorized capital stock without further action by the stockholders.

For these purposes, a qualified initial public offering of CBOT Holdings means a public offering of Class A common stock, which has occurred following the second approval, that has been underwritten by one or more nationally recognized underwriting firms, following which shares of Class A common stock are listed on a national securities exchange. A qualified initial public offering of CBOT Holdings could be an offering of newly-issued shares by CBOT Holdings, an offering of shares owned by CBOT Holdings stockholders or a combination of both, as determined by the board of directors of CBOT Holdings.

Although completion of the restructuring transactions will establish the framework for the further changes to our corporate governance and capital structure that will become effective upon the second approval, you are not being asked to give the second approval. We currently intend to solicit the second approval from the CBOT Holdings stockholders as soon as reasonably practicable following the completion of the restructuring transactions. However, you should understand that we are not obligated to seek the second approval and thus we cannot assure you as to whether or when it will occur. Further, even if we were to seek the second approval in the future, we cannot assure you that it would be obtained. Therefore, it is possible that the changes described above may never take effect and thus the objectives described above may never be realized. Even if these changes were to take effect after the second approval, we cannot assure you that we will be able to achieve the expected benefits, such as the creation of public markets for our equity securities or the financial flexibility to engage in capital-raising or other transactions.

We would only seek a second approval after the restructuring transactions are completed if we determine, as of that time, that to do so remains in the best interests of CBOT Holdings and its stockholders. Our decision with respect to whether and when we would seek a second approval will depend on a number of factors, including:

- our assessment of the feasibility of achieving the objectives of the changes to be implemented upon the second approval;
- then current market conditions, including their effect on our ability to facilitate the creation of public markets for our equity securities;
- our assessment of our need for the financial flexibility to engage in capital-raising or other transactions;
- other conditions affecting the business of CBOT Holdings, including the business of the CBOT subsidiary.

Authorized Capital Stock. Under its certificate of incorporation, immediately following the completion of the restructuring transactions, the authorized capital stock of CBOT Holdings will consist of:

Ÿ 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3;

Ÿ one share of Class B common stock; and

Ÿ 20,000,000 shares of preferred stock.

Immediately following the completion of the restructuring transactions, there will be 150,640,164 authorized and unissued shares of Class A common stock, one authorized and unissued share of Class B common stock and 20,000,000 authorized and unissued shares of preferred stock of CBOT Holdings. However, the board

of directors of CBOT Holding will not have the ability to approve the issuance of any such additional authorized and unissued capital stock unless and until the second approval has occurred. Upon the occurrence of the second approval, CBOT Holdings would have the ability to issue additional shares of capital stock, including in connection with a public offering of shares of capital stock to investors who are not also members in the CBOT subsidiary, which could result in the ownership of CBOT Holdings being shared with persons who are not also members of the CBOT subsidiary.

In the event that the second approval has occurred, it is anticipated that the board of directors of CBOT Holdings would approve the issuance of the share of Class B common stock of CBOT Holdings to the subsidiary voting trust only in connection with the completion of a qualified initial public offering. The "subsidiary voting trust" is a voting trust formed solely for the purpose of holding the share of Class B common stock of CBOT Holdings and exercising the limited voting rights associated with the Class B common stock of CBOT Holdings described below at "—Board of Directors."

Transfer Restrictions. If and when the second approval has occurred, additional exceptions to the transfer restrictions applicable to the Class A common stock of CBOT Holdings will become effective. In particular, subject to the right of CBOT Holdings to organize sales of Class A common stock, as described more fully below at "—Organized Sales," the transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings will effectively terminate following completion of a qualified initial public offering, with the transfer restrictions on Series A-1, A-2 and A-3 common stock of CBOT Holdings expiring 180, 360 and 540 days, respectively, following such qualified initial public offering and such shares converting into unrestricted Class A common stock of CBOT Holdings. If, after the second approval has occurred, a qualified initial public offering has not occurred within three years of the second approval, the transfer restrictions discussed above will expire and all outstanding Series A-1, A-2 and A-3 common stock of CBOT Holdings will automatically convert into unrestricted Class A common stock of CBOT Holdings 180, 360 and 540 days, respectively, following the date that is three years after the second approval.

In addition, if and when the second approval occurs, certain additional exceptions to the general transfer restrictions discussed above, which we refer to as "permitted transfers," will take effect:

- "conversion transfers," in which Series A-1, A-2 and A-3 common stock of CBOT Holdings is converted into unrestricted Class A common stock in connection with transfers to CBOT Holdings, transfers in a qualified initial public offering or an organized sale of Class A common stock, transfers to satisfy claims by the CBOT subsidiary or Class B Members of the CBOT, and other conversion transfers approved by the board of directors of CBOT Holdings; and
- "non-conversion transfers," in which Series A-1, A-2 and A-3 common stock of CBOT Holdings is not converted into unrestricted Class A common stock and remains subject to transfer restrictions in connection with transfers of the related Class B membership in the CBOT subsidiary, transfers to certain family members for estate planning or education purposes, bona fide pledges to lending institutions to secure trading right purchases, pledges to clearing members and other non-conversion transfers approved by the board of directors of CBOT Holdings.

After the second approval, the board of directors of CBOT Holdings will have the ability to reduce or eliminate the general transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings. Also, if and when the second approval occurs, the reciprocal restrictions on transfer applicable to Class B memberships in the CBOT subsidiary will terminate and Class B memberships in the CBOT subsidiary will thereafter be freely transferable without the applicable Series A-1, A-2 and A-3 common stock of CBOT Holdings, subject to satisfaction of any applicable membership requirements of the CBOT subsidiary.

Organized Sales. After completion of a qualified initial public offering, CBOT Holdings will have the right to conduct organized sales of Class A common stock of CBOT Holdings received immediately following, and as a result of the restructuring transactions, when the transfer restriction period applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings is scheduled to expire. The purpose of this right is to enable CBOT Holdings to facilitate a more orderly distribution of Class A common stock of CBOT Holdings into the public

marketplace. If CBOT Holdings elects to conduct an organized sale, no shares of the Series A-1, A-2 or A-3 common stock of CBOT Holdings for which transfer restrictions are scheduled to lapse or of any other series that is subject to transfer restrictions may be sold during the applicable transfer restriction period, except as part of the organized sale or in a permitted transfer.

In order for CBOT Holdings to elect to conduct an organized sale, it must provide the holders of Series A-1, A-2 and A-3 common stock of CBOT Holdings with a written notice of election to conduct an organized sale of the applicable series of Class A common stock for which transfer restrictions are scheduled to expire at least 60 days prior to the scheduled expiration of the applicable transfer restriction period. Holders of such series of Class A common stock of CBOT Holdings will have 20 days following receipt of that notice to provide CBOT Holdings with written notice of intent to participate in the organized sale with respect to such series, any other series that remain subject to transfer restrictions and any unrestricted Class A common stock. The written notice must specify the series of Class A common stock and the number of shares thereof and the number of shares of unrestricted Class A common stock that the holder has elected to include in the applicable organized sale. If such holders do not provide written notice to CBOT Holdings during that 20-day period, they will be deemed to have elected not to include any shares in the organized sale.

The actual number of shares that may be sold in an organized sale will depend on market conditions, investor demand and the requirements of any underwriters or placement agents and may be fewer than the aggregate number requested by stockholders to be included in the organized sale. In that event, there will be a reduction in the number of shares that individual holders may sell based on a cut-back formula to be adopted by the board of directors of CBOT Holdings. In the event of a “cut-back,” priority will be given first to shares of the series then scheduled to be released, second to shares of a series scheduled to be released from transfer restrictions at a later date and finally to unrestricted Class A common stock. The organized sale may take the form of an underwritten secondary offering, a private placement of Class A common stock to one or more purchasers, a repurchase of Class A common stock by CBOT Holdings or a similar process selected by the board of directors of CBOT Holdings. The stockholders’ right to participate in an organized sale will be contingent upon the execution of all agreements, documents and instruments required to effect such sale, including, if applicable, an underwriting agreement.

CBOT Holdings may proceed with the sale of fewer than all of the shares that have been requested to be included in an organized sale, including less than all of the shares of the series scheduled for release at the expiration of the related transfer restriction period. Additionally, CBOT Holdings will be under no obligation to complete the organized sale.

If less than all of the shares of the series scheduled to be released that a stockholder requests be sold in the related organized sale are sold in such organized sale, or the stockholder elects not to include all of the shares of the series scheduled for release in the applicable organized sale, the stockholder will be able to sell, on the 91st day after the later of the expiration of the related transfer restriction period and the completion of the organized sale, any of those shares that were not sold or included.

If CBOT Holdings elects to conduct an organized sale and does not complete such organized sale before 60 days after the expiration date of the related transfer restriction period the stockholder will be able to sell the shares of the series then scheduled to be released on the 61st day after the expiration date of the related transfer restriction period. However, if CBOT Holdings elects to conduct an organized sale undertaken in conjunction with the scheduled expiration of transfer restrictions applicable to the Series A-3 common stock of CBOT Holdings and does not complete such organized sale before 540 days following a qualified initial public offering the stockholder will be able to sell such shares on the expiration date of the transfer restriction period applicable to the Series A-3 common stock. If the organized sale is not completed within the applicable time frame, any shares of the series that would have been released at the expiration of the related transfer restriction period, but for the organized sale, will automatically convert into unrestricted Class A common stock on the 61st day after the expiration of the related transfer restriction period, except with respect to the last transfer restriction period, in which case the conversion will take place on the last day of the period.

If CBOT Holdings elects not to conduct an organized sale at the time of any scheduled expiration of transfer restriction applicable to a series of Class A common stock of CBOT Holdings, the shares of that series for which transfer restrictions are scheduled to expire will automatically convert into unrestricted Class A common stock of CBOT Holdings at the expiration of the applicable transfer restriction period.

Boards of Directors. Upon completion of a qualified initial public offering, the boards of directors of CBOT Holdings and the CBOT subsidiary will be reconstituted such that each is composed of 17 directors and classified into two classes of nine and eight directors, respectively, each elected to serve for two-year terms. On each board of directors, there will be 11 directors designated as "parent directors" and six directors designated as "subsidiary directors." The six subsidiary directors will consist of four persons who hold Series B-1 memberships in the CBOT subsidiary and two persons who hold Series B-2 memberships in the CBOT subsidiary. Of the 17 directors, at least nine will be independent within the meaning of the certificate of incorporation and bylaws of CBOT Holdings. The board of directors of CBOT Holdings will be elected exclusively by the holders of the Class A common stock and the holder of the Class B common stock, respectively, beginning with the first annual election following completion of a qualified initial public offering, for two-year terms. The board of directors of the CBOT subsidiary will be designated or elected as follows: the 11 parent directors will be directors that are not elected but rather automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings and the six subsidiary directors will be elected exclusively by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary beginning with the first annual election following completion of a qualified initial public offering for two-year terms.

Upon completion of a qualified initial public offering, the Chairman of the Board and Vice-Chairman of the Board of both CBOT Holdings and the CBOT subsidiary will be appointed by their respective boards of directors. It is anticipated that the President and Chief Executive Officer of CBOT Holdings will be nominated and elected to serve as one of the parent directors. If nominated and elected, the President and Chief Executive Officer will be a voting member of the boards of directors of CBOT Holdings and the CBOT subsidiary, with the same rights and privileges as other members of the boards of directors.

Board Nomination Procedures. Upon completion of a qualified initial public offering, the nominating committee of CBOT Holdings will be reconstituted and shall thereafter be a committee of the board of directors of CBOT Holdings, comprised entirely of at least three independent members of the board of directors of CBOT Holdings who have been appointed by the board of directors of CBOT Holdings. In addition, upon completion of a qualified initial public offering, the holders of the Series B-1 and B-2 memberships in the CBOT subsidiary will have the right to elect a nominating committee of the CBOT subsidiary to recommend to the board of directors of the CBOT subsidiary nominations of persons to stand for election as subsidiary directors. The nominating committee will be comprised of four persons who hold Series B-1 memberships in the CBOT subsidiary and one person who holds a Series B-2 membership in the CBOT subsidiary.

Voting Rights—Petition Process. Upon completion of a qualified initial public offering, the stockholders of CBOT Holdings will no longer have the right to require CBOT Holdings to call special meetings of the stockholders.

Governing Documents Upon Completion of Restructuring Transactions

You are being asked to approve the amended and restated bylaws of the CBOT, which will become the bylaws of the CBOT subsidiary; a technical amendment to the current bylaws of the CBOT identifying the holders of Full Memberships, Associate Memberships, GIMs, IDEMs and COMs, and clarifying the status of holders of GIM, IDEM and COM membership interests as members of the CBOT for purposes of Delaware corporation law; and all other matters relating to the restructuring transactions, including the proposed changes to our corporate governance structure as set forth in a new certificate of incorporation and bylaws for the holding company and the CBOT subsidiary as part of the restructuring transactions. We have included the form of the certificate of incorporation and bylaws of CBOT Holdings as Appendices E and F, respectively, to this document. In addition, we have included the form of the certificate of incorporation and bylaws of the CBOT

subsidiary as Appendices G and H, respectively, to this document. Last, we have included the text of the proposed technical amendment to the current bylaws of the CBOT as Appendix I to this document.

The certificate of incorporation and bylaws of CBOT Holdings will become effective prior to the time the merger becomes effective, and the certificate of incorporation and bylaws of the CBOT subsidiary will become effective at the time the merger becomes effective. The technical amendment to the CBOT's current bylaws will become effective immediately following membership approval of the restructuring transactions. By voting in favor of the propositions relating to the restructuring transactions, you will be voting to approve and adopt, among other things, this amendment to the CBOT bylaws in advance of the completion of the restructuring transactions. **We urge you to review carefully all of the terms and conditions of the certificate of incorporation and bylaws of each of CBOT Holdings and the CBOT subsidiary before voting on the propositions relating to the restructuring transactions.**

In addition, you are being asked to approve certain changes to the rules and regulations. We currently expect that these changes to our rules and regulations will take effect at the time that the certificate of incorporation of the CBOT subsidiary becomes effective. The form of the rules and regulations of the CBOT subsidiary as we currently expect such rules and regulations to be implemented immediately after the restructuring transactions (subject to other changes to the rules and regulations occurring after the date of this document), as well as the current rules and regulations of the CBOT, have been filed as exhibits to the registration statement of which this document is a part. We have included as Appendix J to this document a summary entitled "Status of Certain Current CBOT Rules and Regulations as a Result of the Restructuring Transactions," which summarizes the changes to certain of the current rules and regulations that will occur as a result of the restructuring transactions. **We urge you to review carefully the summary of the changes to the rules and regulations as well as the above-referenced exhibits before voting on the propositions relating to the restructuring transactions.**

For more information about these changes to our corporate governance structure, and how such changes will affect your rights and obligations, see "Comparison of the Rights of Members of the CBOT Prior to and After Completion of the Restructuring Transactions and After the Second Approval and Initial Public Offering."

Allocation of CBOT Equity Ownership Interests Among CBOT Members in the Restructuring Transactions

General. The methodology for allocating the equity of CBOT Holdings among the five classes of CBOT members in the restructuring transactions has been established by the terms of the settlement agreement. All of the equity ownership interests of the CBOT will be distributed among the CBOT members as Class A common stock of CBOT Holdings in the restructuring transactions.

Independent Allocation Committee and its Recommended Allocation. Since no mechanism exists in our certificate of incorporation, bylaws or rules and regulations for allocating ownership in our organization among our members in connection with a restructuring such as that contemplated by the restructuring transactions, our board of directors in 2000 appointed a special committee of the board of directors, comprised solely of public or independent directors of the board, to develop and recommend for adoption by the full board a fair allocation among the CBOT members of shares of common stock in the restructured organization. This committee, designated as the independent allocation committee, recommended to the board of directors as fair the allocation ratio, which provided for an allocation of shares of common stock of CBOT Holdings among the CBOT members in respect of their memberships in connection with the restructuring transactions in the ratio of 5.0 : 1.0 : 0.5 : 0.06 : 0.07 to each Full Member, Associate Member, GIM, IDEM and COM, respectively. An initial report regarding such allocation ratio was made by the independent allocation committee to the full board in May 2000. In addition, several updated reports and recommendations were made by the independent allocation committee to the full board at various times during 2000, 2001 and 2002. Our board of directors previously adopted this recommendation of the independent allocation committee regarding allocation in connection with earlier contemplated restructuring proposals that were not submitted to CBOT members and have been abandoned, as described in greater detail elsewhere in this document.

In reaching its conclusion regarding the allocation ratio, the independent allocation committee received and considered an opinion of William Blair & Company, L.L.C. generally to the effect that such allocation was fair from a financial point of view to each of the five classes of CBOT members. William Blair was retained by the independent allocation committee as the committee's financial advisor to assist it in developing a recommendation with respect to the allocation and to deliver a written opinion as to the fairness, from a financial point of view, of the allocation of shares of common stock in the restructured organization among the CBOT members in respect of their memberships in connection with the restructuring transactions. As described more fully below, however, the allocation ratio will not be used in the restructuring transactions. Instead, the allocation of Class A common stock of CBOT Holdings will be made in accordance with the settlement allocation established by the settlement agreement. William Blair has not been asked to render, nor has it rendered, an opinion with respect to the settlement allocation. Similarly, the independent allocation committee has not been asked to make, nor has it made, a recommendation with respect to the settlement allocation.

Lawsuit Challenging the Independent Allocation Committee's Recommended Allocation Ratio. In August 2000, certain Associate Members, GIMs, IDEMs and COMs initiated a lawsuit against certain Full Members, alleging that the allocation developed and recommended by our independent allocation committee was unfair and the allocation methodology used by the independent allocation committee improperly weighted members' voting and liquidation rights as well as the historical distribution of market values of memberships. The plaintiffs sought a declaratory judgment that the allocation ratio was unfair to Associate Members, GIMs, IDEMs and COMs, and that the vote of Full Members in favor of the allocation ratio in connection with the restructuring transactions would constitute a breach of fiduciary duties allegedly owed by Full Members to Associate Members, GIMs, IDEMs and COMs. The complaint requested that the court enjoin Full Members from voting in favor of the allocation ratio and declare that the allocation ratio was unfair.

For more information about this lawsuit, see "Our Business—Legal Proceedings—Lawsuit Brought By Certain Associate Members, GIMs, IDEMs and COMs."

Settlement of Minority Members Allocation Lawsuit and Settlement Allocation. On January 21, 2004, following extensive arm's length settlement discussions that had commenced in mid-2003 between the CBOT and the representatives of a plaintiff class of all Associate Members, GIMs, IDEMs and COMs, the CBOT and the plaintiff class representatives entered into a memorandum of understanding with regard to the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs. The memorandum of understanding contemplated that the parties would enter into a settlement agreement within a reasonable period of time thereafter.

On February 6, 2004, the CBOT and the plaintiff class representatives entered into a settlement agreement with regard to the settlement of the lawsuit. The settlement agreement provides, among other things, that any proposal approved by the CBOT board of directors that contemplates (a) a restructuring, recapitalization, consolidation, merger or sale of all or substantially all of the assets of the CBOT, or a sale, transfer or distribution by the CBOT of equity ownership interests (i.e., all common, preferred and other equity interests of any kind or nature) in the CBOT, and (b) an allocation by the CBOT of equity ownership interests in the CBOT among the classes of CBOT members will include a proposed allocation of equity ownership interests in the CBOT among the classes of CBOT members in accordance with an agreed settlement allocation.

The settlement allocation provides that, of the CBOT equity to be distributed to CBOT members in any such restructuring, Full Members would receive 77.65% in the aggregate and Associate Members, GIMs, IDEMs and COMs would receive 22.35% in the aggregate of the CBOT equity to be distributed to CBOT members in any such restructuring, with the 22.35% to be allocated based on the following ratio:

Associate Member	1.00
GIM	0.50
IDEM	0.11
COM	0.25

without giving effect to the plaintiff class representative compensation, as described below. Assuming 1,402 Full Members, 803 Associate Members, 128 GIMs, 641 IDEMs and 643 COMs, and after giving effect to the plaintiff class representative compensation but before allocating the plaintiff class representative compensation among the plaintiff class representatives, the settlement agreement provides for an overall allocation of CBOT equity among the CBOT members in the ratio of 2.73 : 1.00 : 0.50 : 0.11 : 0.25 to each Full Member, Associate Member, GIM, IDEM and COM, respectively. The settlement agreement also provides for a compensation award to the plaintiff class representatives in the total amount of 0.10 percent of the total equity ownership interests in the CBOT allocable to the CBOT members in a restructuring for the services they rendered and risk they assumed in the prosecution of the lawsuit. Such compensation will be paid, pro rata, out of the 22.35% of CBOT equity ownership interests otherwise allocable to the Associate Members, GIMs, IDEMs and COMs upon completion of any restructuring and will be held in the same form and manner as the CBOT equity ownership interests held by other CBOT members in connection with any restructuring contemplated by the settlement agreement.

The settlement agreement also provides that the CBOT will use commercially reasonable efforts to submit one or more proposals relating to a restructuring to a vote of the CBOT membership as soon as reasonably practicable following final approval of the settlement agreement by the Circuit Court of Cook County, Illinois and that the CBOT will include the settlement equity allocation among the proposals to be approved by the CBOT membership in connection with a restructuring. The settlement allocation is one of the propositions being submitted to Full and Associate Members for their approval pursuant to this document.

The CBOT's obligations with regard to the settlement equity allocation are subject to a "sunset date," which means that they will become null and void upon the earliest to occur of (a) completion of restructuring(s) pursuant to which all of the CBOT equity ownership interests have been allocated in accordance with the settlement equity allocation, (b) three years from the first vote by CBOT members to approve any restructuring and (c) five years from the final judgment order with respect to the settlement agreement. Because all of the equity interests of the CBOT will be distributed among the CBOT members pursuant to the settlement allocation in the restructuring transactions, the CBOT's obligations with regard to the settlement allocation will become null and void upon the completion of the restructuring transactions. For purposes of the settlement agreement, the restructuring transactions will not be deemed to be "complete" unless and until the Full and Associate Members of the CBOT, voting together as a single class based on their respective voting rights, approve all five of the propositions relating to the restructuring transactions.

On May 18, 2004, the Circuit Court of Cook County, Illinois entered an order granting preliminary approval of the settlement agreement. On September 10, 2004, the court conducted a hearing on the fairness of the settlement agreement, including the settlement allocation. On September 20, 2004, the court entered a final order approving the settlement agreement and the terms therein, including, but not limited to, the plan for the allocation of equity among CBOT members upon completion of any restructuring, attorneys' fees to be paid to the counsel for the plaintiff class representatives, the 0.10 percent compensation award to the plaintiff class representatives and the dismissal with prejudice of the claims of the plaintiff class against the Full Members and the CBOT, as fair, adequate, and reasonable and in the best interest of all CBOT members.

The statutory period for filing a notice of appeal of the court's order expired and the court's order became final and non-appealable on October 20, 2004. Upon expiration of the statutory period for filing a notice of appeal, counsel for the plaintiff class representatives became entitled to the initial payment of attorneys' fees in the amount of $3,500,000 plus interest at the Prime Rate minus one percent.

For more information about the terms of the settlement agreement, see "Our Business—Legal Proceedings Lawsuit Brought By Certain Associate Members, GIMs, IDEMs and COMs."

Markets for Shares and Memberships

No market presently exists for the Class A common stock of CBOT Holdings. Although we cannot provide any assurances in this regard, we currently believe that markets for the Class A common stock of CBOT

Holdings and the Class B memberships in the CBOT subsidiary may develop that are similar to the current markets for CBOT memberships. The current markets for memberships in the CBOT should facilitate the development of new markets for the Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary.

U.S. Federal Income Tax Consequences

On September 30, 2002, we received a private letter ruling from the Internal Revenue Service that, for U.S. federal income tax purposes, you will not recognize any gain or loss strictly as a result of receiving shares of Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary and that CBOT Holdings will not recognize any gain or loss strictly as a result of CBOT Holdings receiving the Class A membership in the CBOT subsidiary in connection with the restructuring transactions as proposed in 2002. We have received a supplemental ruling from the IRS confirming that certain aspects of the proposed restructuring transactions, which have been modified following the receipt of the initial ruling and, as a result, are not covered by such ruling, will not affect the validity of the initial ruling to the effect that CBOT members will not recognize gain with respect to the receipt of Class B memberships in the CBOT subsidiary, including any associated right to trade on the CBOT or the CBOE. The modifications to the proposed restructuring transactions that necessitated the receipt of a supplemental ruling are unrelated to the conclusion that CBOT Holdings will not recognize any gain or loss strictly as a result of receiving the Class A membership of the CBOT subsidiary. Such modifications will consequently not affect the validity of the initial ruling to that effect, and a supplemental ruling to such effect was not, therefore, requested.

Based upon our understanding of the position of the IRS in the private letter ruling issued to the CBOT as well as rulings issued with respect to other exchanges involved in the process of demutualization and the opinion of our counsel as described elsewhere in this document:

- Ÿ you will not recognize gain or loss as a result of your receipt of shares of Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary or as a result of the receipt by CBOT Holdings of the Class A membership in the CBOT subsidiary;
- Ÿ assuming this non-recognition treatment, the aggregate basis in your current membership will carry over to your Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary;
- Ÿ the holding period of the Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary received by you will include the period for which you held your current membership, provided that you held your membership as a capital asset or property as described in Code Section 1231 on the date of the distribution of the Class A common stock of CBOT Holdings and Class B memberships in the CBOT subsidiary; and
- Ÿ we will not recognize any gain or loss upon our demutualization.

For more information, including the opinion of our counsel on these matters, see “Material U.S. Federal Income Tax Consequences of the Restructuring Transactions.”

Absence of Appraisal Rights

Members who object to the restructuring transactions will not have statutory appraisal or dissenters’ rights under applicable law. Appraisal or dissenters’ rights, if available, would have enabled members to demand payment of the fair value of their memberships in cash rather than accept the consideration to be received as a result of the restructuring transactions. Under Delaware law, these rights generally apply to transactions involving mergers or consolidations of stock corporations but not similar transactions involving only nonstock corporations. The demutualization will be accomplished by distribution of a dividend of shares of Class A common stock to our members and a merger of two nonstock corporations. Accordingly, if the restructuring transactions are completed, notwithstanding the fact that you may vote against the propositions relating to the

restructuring transactions, you will become entitled to shares of Class A common stock of CBOT Holdings and a Class B membership in the CBOT subsidiary.

Accounting Matters

Certain aspects of the restructuring transactions will be treated similar to a reorganization of entities under common control. Under this method of accounting, no gain or loss will be recognized, and the assets and liabilities of the CBOT will appear on the books of CBOT Holdings at their same recorded amounts.

Regulatory Matters

In addition to those conditions described below at "—Conditions to Completing the Restructuring Transactions," our obligation to complete the restructuring transactions is subject to:

- Ÿ receipt of any approvals required by the CFTC in connection with the proposed changes to our certificate of incorporation, bylaws and rules and regulations that will be made in connection with the restructuring transactions; and
- Ÿ receipt of confirmation by the CFTC that implementation of the restructuring transactions will not have a material adverse effect on our contract market designation.

We are currently in the process of reviewing such proposed changes with the CFTC. We currently expect that, pursuant to applicable CFTC regulations, the CFTC will make its determinations regarding such changes within 45 days following membership approval of the propositions relating to the restructuring transactions. However, under certain circumstances, this process could take much longer. Although we currently expect to receive these approvals from the CFTC, we can provide no assurance as to when or whether we will receive such approvals.

Also, the restructuring transactions may be subject to certain regulatory requirements of other state, federal and foreign governmental agencies and authorities, including those relating to the regulation of securities. We are currently working to evaluate and comply, as applicable, in all material respects with these requirements and do not anticipate that they will hinder, delay or restrict completion of the restructuring transactions.

In connection with our compliance with these regulatory requirements, we have engaged ABN AMRO to serve as a registered broker-dealer or dealer, as applicable, in certain jurisdictions to assist us with certain aspects of the membership vote relating to, and other matters regarding, the restructuring transactions. We agreed to pay ABN AMRO $50,000 plus reasonable expenses for their services and to indemnify them against potential liabilities arising out of its engagement. We note that, in the opinion of the SEC, indemnification against liabilities under the U.S. federal securities laws is against public policy expressed in the Securities Act of 1933, as amended, or the "Securities Act" and, therefore, this indemnification may be deemed unenforceable. We may adopt other special procedures in connection with these compliance efforts.

No filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, are required in connection with the restructuring transactions generally. However, if any CBOT member acquires enough securities in connection with the restructuring transactions to exceed any threshold stated in the regulations under this act, and if an exemption under those regulations does not apply, such member and the CBOT and CBOT Holdings, as applicable, could be required to make filings under this act, and the waiting period under the act would have to expire or be terminated before any issuance of shares to such member could be effected. A filing requirement could delay the distribution of shares to such member for several months or more.

Following effectiveness of the registration statement, of which this proxy statement and prospectus forms a part, we will be required to file periodic reports, including quarterly reports on Form 10-Q and annual reports on Form 10-K, and other information with the SEC. As soon as reasonably practicable following the completion of

the restructuring transactions, we intend to register the securities offered pursuant to this document under the Securities and Exchange Act of 1934. Thereafter, we will be subject to certain additional obligations, including the obligation to file proxy solicitation materials with the SEC and the obligation to provide securityholders annual reports in connection with proxy solicitations.

Conditions to Completing the Restructuring Transactions

We will not be obligated to complete the restructuring transactions unless and until each of the following conditions has been satisfied or waived:

- Ÿ the Full Members and Associate Members, voting together as a single class based on their respective voting rights, shall have approved each of the five propositions being submitted for their approval in connection with the restructuring transactions in accordance with our certificate of incorporation, bylaws and rules and regulations and applicable law;
- Ÿ we shall have received any approvals required by the CFTC in connection with the changes to our certificate of incorporation, bylaws and rules and regulations that will be made in connection with the restructuring transactions and we shall have received confirmation from the CFTC that implementation of the restructuring transactions will not have a material adverse effect on the CBOT's contract market designation, and we shall have received any other governmental or regulatory approvals and authorizations determined by us to be necessary or appropriate;
- Ÿ we shall have received each required material third party consent, which the failure to obtain would, in the sole and absolute determination of the board of directors, have a material adverse effect on CBOT Holdings or the CBOT subsidiary;
- Ÿ there shall be no court order or administrative or other regulation or similar decree prohibiting or restricting the completion of the restructuring transactions; and
- Ÿ our board of directors shall not have determined that the restructuring transactions are no longer in the best interests of the CBOT and its members or that the restructuring transactions are not fair to each class of CBOT membership.

We currently intend to complete the restructuring transactions as soon as reasonably practicable following the satisfaction of these conditions. However, if the restructuring transactions are approved but not all of the conditions to closing are satisfied, it is possible that the restructuring transactions may not be completed for a significant period of time after the membership vote on the restructuring transactions. During any such time interval, it is possible that circumstances related to the business or financial condition of the CBOT, or financial, economic or other circumstances could change significantly and in a manner not considered at the time our board of directors initially approved the restructuring transactions or at the time our members voted on the propositions relating to the restructuring transactions.

Recommendation of the CBOT Board of Directors

Our board of directors has determined that the restructuring transactions are in the best interests of the CBOT and its members and that the restructuring transactions are fair to each class of CBOT membership. **The board of directors has approved the restructuring transactions and recommends that Full Members and Associate Members vote "FOR" each of the propositions relating to the restructuring transactions.**

Each of the five propositions relating to the restructuring transactions being submitted for your approval is expressly conditioned upon approval of each of the other propositions. **This means that, unless ALL FIVE of these propositions are approved, the restructuring transactions will not have been approved by the members and, accordingly, will not be completed.**

CAPITALIZATION

We set forth below the historical capitalization of the CBOT and a pro forma capitalization of CBOT Holdings giving effect to the restructuring transactions. This information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the historical consolidated unaudited financial statements of the CBOT and the unaudited pro forma condensed consolidated financial statements of CBOT Holdings included elsewhere in this document.

	As of September 30, 2004	
	Actual	Pro Forma After Effects of Issuance of Common Stock(1)
	(in thousands)	
Long-term debt	$ 31,671	31,671
Members' equity	296,213	—
Stockholders' equity:		
Class A common stock, $0.001 par value, 200,000,000 shares authorized, 49,359,836 shares issued and outstanding	—	49
Class B common stock, $0.001 par value, 1 share authorized, none issued and outstanding	—	—
Preferred stock, $0.001 par value, 20,000,000 shares authorized, none issued and outstanding	—	—
Additional paid-in capital	—	296,164
Total stockholders' equity	—	296,213
Total capitalization	$ 327,884	$ 327,884

(1) Pro forma data reflects such adjustments as necessary, in the opinion of management, to reflect the conversion of members' equity to Class A common stock of CBOT Holdings.

SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth selected consolidated financial and other data for the CBOT. The balance sheet data as of December 31, 2003 and 2002 and operating data for the years ended December 31, 2003, 2002 and 2001 have been derived from the audited consolidated financial statements and related notes included in Appendix A of this document. The balance sheet data as of September 30, 2004 and operating data for the nine months ended September 30, 2004 and 2003 have been derived from the unaudited condensed consolidated financial statements and related notes included in Appendix A of this document. The balance sheet data as of December 31, 2001, 2000 and 1999 and operating data for the years ended December 31, 2000 and 1999 have been derived from audited financial statements and related notes and the balance sheet data as of September 30, 2003 have been derived from unaudited condensed consolidated financial statements and related notes not included in this document. The balance sheet and operating data as of and for the nine months ended September 30, 2004 and 2003 include, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of such data. The results of operations for the nine months ended September 30, 2004 are not necessarily indicative of the results that may be expected for the entire year. The information set forth below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," the consolidated financial statements and related notes, the unaudited pro forma condensed consolidated financial statements and other financial information included elsewhere in this document.

	Nine Months Ended September 30,		Year Ended December 31,				
	2004	2003	2003	2002	2001	2000	1999
			(in thousands)				
Operating Data							
Revenues:							
Exchange fees	$ 156,731	$ 211,789	$ 285,815	$ 204,963	$ 134,968	$ 102,180	$ 104,759
Clearing fees	54,832	—	1,158	—	—	—	—
Market data(1)	48,118	42,115	55,850	58,258	66,509	61,060	54,028
Building(2)	16,089	14,870	20,061	25,239	24,828	24,530	22,653
Services(3)	9,465	12,546	16,059	16,554	14,262	18,829	21,688
Other(4)	11,321	1,074	2,359	3,259	11,164	8,154	4,741
Total revenues	296,556	282,394	381,302	308,273	251,731	214,753	207,869
Expenses:							
Salaries and benefits	52,820	47,517	64,122	59,315	59,141	56,973	64,600
Depreciation and amortization	33,757	22,473	32,869	37,438	44,228	40,704	36,831
Professional services	19,115	20,421	28,155	30,716	20,013	32,459	45,717
General and administrative expenses	14,638	11,383	18,455	11,171	12,618	14,537	21,084
Building operating costs	17,813	18,998	25,042	24,579	22,961	22,584	23,171
Information technology services	26,378	38,725	56,116	42,807	42,537	37,723	18,086
Contracted license fees	4,586	20,179	27,601	13,999	2,010	2,003	2,015
Programs(5)	8,053	3,090	5,891	3,449	1,847	3,539	7,280
Clearing services	40,162	—	972	—	—	—	—
Loss on impairment of long-lived assets	—	—	—	6,244	15,210	—	—
Interest	3,654	2,972	3,975	4,754	6,734	6,773	6,774
Litigation	—	—	—	10,735	3,000	—	—
Equity in loss of One Chicago	621	786	1,093	712	—	—	—
Severance and related costs	387	640	1,290	4,033	9,875	8,261	327
Operating expenses	221,984	187,184	265,581	249,952	240,174	225,556	225,885
Income (loss) from operations	74,572	95,210	115,721	58,321	11,557	(10,803)	(18,016)
Income taxes (credit)	30,966	22,491	22,074	24,010	5,297	952	(3,091)
Income (loss) before cumulative effect of change in accounting principle and minority interest	43,606	72,719	93,647	34,311	6,260	(11,755)	(14,925)
Cumulative effect of change in accounting principle—net of tax of $36(6) and $2,026(7), respectively	—	—	—	—	(51)	—	(2,920)
Income (loss) before minority interest	43,606	72,719	93,647	34,311	6,209	(11,755)	(17,845)
Minority interest in (income) loss of subsidiary	1,100	(41,162)	(62,940)	—	—	—	6,933
Net income (loss)	$ 44,706	$ 31,557	$ 30,707	$ 34,311	$ 6,209	$ (11,755)	$ (10,912)

	Nine Months Ended September 30,		Year Ended December 31,				
	2004	2003	2003	2002	2001	2000	1999
	(dollars in thousands, except per share data)						
Balance Sheet Data							
Total assets	$ 447,640	$ 438,696	$ 483,981	$ 354,197	$ 341,891	$ 359,074	$ 358,736
Total liabilities	149,887	146,579	169,758	135,161	156,419	180,151	168,512
Short-term borrowings	19,831	18,070	19,665	10,714	18,398	27,083	6,500
Long-term borrowings	31,671	48,473	50,045	42,857	58,324	64,286	87,500
Minority interest	1,540	41,162	62,940	—	—	—	—
Total equity	296,213	250,955	251,283	219,036	185,472	178,923	190,224
Pro forma Data(8)							
Total assets	$ 447,640	$ 438,696	$ 483,981	$ 354,197	$ 341,891	$ 359,074	$ 358,736
Total liabilities	149,887	146,579	169,758	135,161	156,419	180,151	168,512
Short-term borrowings	19,831	18,070	19,665	10,714	18,398	27,083	6,500
Long-term borrowings	31,671	48,473	50,045	42,857	58,324	64,286	87,500
Minority interest	1,540	41,162	62,940	—	—	—	—
Total equity	296,213	250,955	251,283	219,036	185,472	178,923	190,224
Net income (loss)	44,706	31,557	30,707	34,311	6,209	(11,755)	(10,912)
Net income (loss) per share(9)	0.91	0.64	0.62	0.70	0.13	(0.24)	(0.22)
Other Data							
Current ratio(10)	2.10	2.35	2.37	1.86	1.12	0.69	1.01
Working capital (deficit)	$ 89,158	$ 95,653	$ 115,622	$ 53,406	$ 8,883	$ (24,305)	$ 351
Capital expenditures	28,608	24,506	46,062	22,675	16,358	38,497	25,165
Interest coverage ratio(11)	21.41	33.04	30.11	13.27	2.72	N/A	N/A
Number of full time employees at end of period	718	682	694	657	661	711	846
Sales price per CBOT Full Membership—High	$ 950	$ 450	$ 555	$ 453	$ 415	$ 642	$ 633
—Low	413	310	310	240	290	255	400

(1) Beginning in 2000, the CBOT repriced the distribution of market data. At the same time, the CBOT introduced a rebate to member firms for fees paid for market data. This rebate is offset against market data revenue and was discontinued in 2003.

(2) Building revenue consists of rental payments received by the CBOT from tenants for leased space in buildings owned by the CBOT.

(3) Services revenue consists of member services-related fees, workstation fees and charges to members for telecommunications, exchange floor and other services.

(4) Other revenues consist of members' dues, interest income, fines and other miscellaneous items. Members' dues consist of dues on both CBOT and MidAmerica Commodity Exchange memberships. Dues on CBOT memberships were waived from 1989 through May 2000, and again from January 2002 to December 2003.

(5) Program expenses include costs primarily related to marketing and communication programs.

(6) In 2001, the CBOT adopted Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended and interpreted, requiring recognition of all derivative instruments in the Consolidated Statements of Financial Condition as either assets or liabilities and the measurement of those instruments at fair value. SFAS No. 133 also requires changes in the fair value of derivative instruments to be recorded each period in current earnings or other comprehensive income depending on the intended use of the derivatives.

(7) In 1999, the CBOT adopted Statement of Position ("SOP") 98-5, "Reporting on the Costs of Start-Up Activities." SOP 98-5 requires that start-up activities be expensed as incurred. Previously, start-up activities were capitalized and amortized.

(8) Reflects the conversion of members' equity to common stock of CBOT Holdings.

(9) Based on 49,359,836 shares issued and outstanding immediately following the completion of the restructuring transactions.

(10) Equals current assets divided by current liabilities.

(11) Equals the sum of income from operations plus interest expense divided by interest expense.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This document contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of several factors, including the risks and uncertainties faced by us as described below and elsewhere in this document, including under "Risk Factors" above.

Overview

The primary business of the CBOT is the operation of markets for the trading of listed futures contracts and options on futures contracts for four broad product categories: agricultural products, interest rate products, stock market indices and metals. In addition to traditional open outcry markets, we offer electronic trading through the LIFFE CONNECT® system that was developed and implemented beginning in November 2003. Until December 2003, electronic trading was offered through the a/c/e system, which was based on a modified form of technology used at Eurex. We derive a substantial portion of our revenue from exchange fees relating to the trading in our markets, which accounted for 53% of our total revenues in the nine months ended September 30, 2004. In addition, we derive revenue from clearing fees, the sale of market data generated by trading in our markets and our real estate operations, which accounted for 18%, 16% and 5%, respectively, of our total revenue in the nine months ended September 30, 2004. In order to increase the volume of contracts traded on our markets and resulting revenues, we seek to develop and promote contracts designed to satisfy the trading, hedging and risk-management needs of our market participants.

Exchange Fees

The largest source of the CBOT's operating revenues is exchange fee revenue. Exchange fee revenue is a function of three variables: (1) exchange fee rates, determined for the most part by contract type, trading mechanism and membership/customer status; (2) trading volume; and (3) transaction mix between contract type, trading mechanism and membership customer status. Because our trading fees are assessed on a per transaction basis, our exchange fee revenues are directly correlated to the volume of contracts traded on our markets. While exchange fee rates are established by the CBOT, trading volume and transaction mix are primarily influenced by factors outside the CBOT's control. These external factors include: price volatility in the underlying commodities, interest rate or inflation volatility, changes in the U.S. Government monetary policy, weather conditions in relation to agricultural commodities, and national and international economic and political conditions.

Recent years have seen a steady increase in the total trading volume on futures exchanges. According to industry sources, total global volume on futures and options on futures was 2.1 billion, 2.6 billion and 3.3 billion contracts traded in 2001, 2002 and 2003, respectively, representing year over year growth of 27% during 2003 and 23% during 2002. Global trading volume continues to increase with volume levels in the first nine months of 2004 outpacing 2003 levels by 16% according to industry sources. The CBOT has also experienced consistent increases in trading volumes over the last several years. Total volume at the CBOT was 260.3 million, 343.9 million and 454.6 million contracts traded in 2001, 2002 and 2003, respectively, representing annual growth of 32% in both 2002 and 2003. Contract trading volume levels in 2002 and 2003 were consecutive CBOT record highs and our contract trading level in the first nine months of 2004 increased 32% over the same period of 2003.

The following chart illustrates trading volume across the different categories of products traded at the CBOT (in thousands):

Trading Volume By Product Category	2003 Volume	2003 % of Total	2002 Volume	2002 % of Total	Volume Change	Percent of Change
Interest Rate	365,839	80%	268,021	78%	97,818	88%
Agricultural	72,983	16%	66,669	19%	6,314	6%
Stock Market Indices and Metals	15,769	4%	9,193	3%	6,576	6%
Total	454,591	100%	343,883	100%	110,708	100%

The growth in trading volume at the CBOT largely relates to interest rate products. Within interest rate products, 97% of the volume, and 85% of the volume increase from 2002 to 2003 relates to contracts on U.S. Treasury securities, which are comprised of contracts on 30-year U.S. Treasury bonds, as well as 10, 5 and 2-year Treasury notes. We believe that the recent growth in trading volume relating to contracts on U.S. Treasury securities is due to macro-economic factors as well as CBOT-specific factors.

Macro-economic factors that we believe affect trading volume relating to contracts on U.S. Treasury securities include volatility in the underlying cash markets for such securities, tightening of credit markets and the level of deficit spending by the U.S. government. Volatility in the underlying cash markets related to U.S. Treasury securities has increased in recent years which we believe has led to increased trading volume relating to contracts on U.S. Treasury securities traded at the CBOT. Also, we believe that recent corporate scandals and associated credit problems have led companies to become more conservative in the management of their credit risk and, therefore, have increased their use of derivative instruments on regulated exchanges such as the CBOT, which is regulated by the CFTC. Finally, we believe that recent deficit spending by the U.S. government has necessitated additional issuances of U.S. Treasury securities by the U.S. government which, in turn, increases trading volume relating to contracts on U.S. Treasury securities.

Some CBOT-specific factors that we believe affect trading volume relating to contracts on U.S. Treasury securities include expanded distribution, lower pricing and the shift from open outcry traded volume to electronic traded volume. During 2003, we expanded the distribution of our products to large European institutional trading firms to attract new trading volume. Also, we lowered the pricing on exchange fees at the beginning of 2003. Our management believes that trading volume may be more price elastic than previously imagined, especially for trading volume associated with customers from Europe. Finally, as discussed below in more detail, electronic trading is becoming a more significant source of our trading volume each year. In our experience, products historically offered for trading on our open outcry markets that are offered for trading on the electronic trading system generally tend to experience significant volume growth following their initial offering for trading on the electronic trading system.

While not certain, we expect that the macro-economic and CBOT-specific factors that contributed to past volume increases will continue to be factors that will drive future volume levels. Therefore, if these same factors continue to exist, we may experience similar increases in contract trading volume. However, additional factors may arise that could offset future increases in contract trading volume or result in a decline in contract trading volume, such as new or existing competition or other events. Accordingly, you should understand that our recent contract trading volume history may not be an indicator of future contract trading volume results.

Historically, we have classified our trading volume as either electronic or open outcry. Beginning in 2004 we began to recognize a third category of volume that had previously been attributed to open outcry volume. This new category relates to simultaneous transactions in both a cash market and a futures market which are privately negotiated and do not occur in either our open outcry markets or electronic trading system.

Electronic trading volume has become the largest source of total trading volume, and represents a substantial portion of the total increase in volume. Open outcry trading volume was relatively flat from 2002 to 2003. The following chart provides contract trading volume on our electronic trading system and open outcry markets (in thousands):

Trading Volume By Platform	2003		2002		Volume Change Variance	% of Change	% Change
	Volume	% of Total	Volume	% of Total			
Electronic	235,718	52%	129,326	38%	106,392	96%	82%
Open outcry	218,873	48%	214,557	62%	4,316	4%	2%
Total	454,591	100%	343,883	100%	110,708	100%	32%

In February 2004, Eurex launched a U.S. operation called Eurex US. This operation offers futures and options on futures contracts in the U.S. that are similar to the contracts on U.S. Treasury securities currently traded at the CBOT, which accounted for approximately 78% of total volume at the CBOT during 2003. If Eurex US is successful in attracting significant volume away from us in these contracts, our financial and operating results could be materially adversely affected. We view this possibility to be a significant competitive threat. Accordingly, we devised a strategy to combat this threat that consisted of, among other things, lowering trading fees on selected futures contracts, developing a new electronic trading system, changing our clearing house provider to the CME and easing the restrictions on obtaining a membership classification which allows reduced trading fees. We believe that our electronic trading system is superior to that used by Eurex and that market customers prefer the transparency and liquidity that our trading model offers. However, due to this new competitive threat and other unforeseen developments, you should understand that our historical financial and operating results may not be indicative of future financial and operating results.

To date, the ability of Eurex US to capture a significant portion of volume in U.S. Treasury contracts has been limited. Even though Eurex US has not charged any trading fees since July of 2004, they have failed to garner more than 5% of volume in any period. Eurex US is awaiting regulatory approval for a clearing link that would allow cross-margining between Eurex's contracts at their German-based operation and contracts at their U.S. operation. On October 21, 2004, the CFTC approved one phase of the proposed clearing link, which will allow contracts that originate on Eurex's exchange in Germany to be cleared through Eurex US's clearing house. Approval for clearing US-originated contracts on Eurex's clearing house in Germany has not been sought yet. Eurex believes that the clearing link is paramount to the success of Eurex US. The preliminary results of Eurex US indicate they do not pose a significant threat to our volume in U.S. Treasury contracts. However, with the recent approval of part of the clearing link and the potential for the second phase of the link to be approved, it is possible our customers will prefer Eurex US's contracts for these or other reasons and we may experience a future decline in trading volume from this competition.

Clearing Fees

In November 2003, we began to transition clearing services for certain products to the CME. This transition was completed by January 2004. Under the terms of our arrangement with the CME, we receive clearing fees in respect to each side of a trade made in our open outcry markets and electronic trading system that is cleared through the CME/CBOT Common Clearing Link. We received no clearing fees under our arrangement for clearing services provided by our former clearing house provider. In the first nine months of 2004, we received $54.8 million of clearing fees. The aggregate amount of clearing fees received by us is based upon contract trading volume in our products and, therefore, will fluctuate based on the same factors that affect our trading volume.

Market Data

We derive additional revenue from the sale of market data generated by trading in our markets. Because we are the primary market for our products, our price information has value as a key indicator of the financial and agricultural markets. To some extent, revenues from the sales of our market data are also dependent upon volume, as well as our ability to remain a primary market and to respond to innovations in technology that may affect the availability and price of market data. These revenues may also be subject to legislative and regulatory changes. Sales of market data accounted for 15% of our total revenues in 2003 and 16% in the first nine months of 2004.

Building Revenues

We rent commercial space in the buildings that we own. These revenues are generally affected by market rental rates, lease renewals and business conditions in the financial services industry in which most of our tenants operate. Building expenses are dependent on variable utility costs, cleaning expenses, real estate taxes and other general operating costs.

The current commercial real estate market in Chicago is very competitive due to overall excesses in available business space. During 2002, a significant tenant vacated over 200,000 square feet of office space. Due to the competitive real estate market, we were not able to obtain new tenants for all the space or at the same lease rates, which led to reduced building revenues in 2003 of $5.2 million. We are already aware that we will lose another tenant, who leases approximately 50,000 square feet of office space, at the end of 2004. If we continue to have difficulty finding new tenants at historical lease rates, the revenues from real estate operations will continue to be adversely affected.

Membership Dues

Our board of directors currently possesses the authority to levy assessments on our memberships. These assessments are levied on an as-needed basis and are generally nonrecurring in nature. The memberships in the CBOT subsidiary existing after completion of the restructuring transactions will be subject to assessment on substantially the same terms.

Operating Expenses

Our expenses generally support our open outcry markets and electronic trading systems, and are mainly fixed in nature, meaning that the overall expense structure is generally independent of trading volume. Salaries and benefits represent our largest expense category and are mostly dependent upon our staffing requirements and the overall employment market. Other significant operating expenses in recent years are expenses associated with enhancements to our trading systems, license fees to our electronic trading system providers, litigation expenses and development of the restructuring transactions.

Alliances

Due to increasing competitive pressures in the futures industry, we review our competitive position on an ongoing basis and from time to time consider, and engage in discussions with other parties regarding, various strategic alliances, acquisitions, divestitures and other arrangements in order to continue to compete effectively, improve our financial results, increase our business and allocate our resources efficiently. For example, in April 2003, we entered into an agreement with the CME to establish the CME/CBOT Common Clearing Link pursuant to which clearing and related services are provided to the CBOT. In addition, in December 2002, the CBOT and eSpeed, Inc. entered into an arrangement that grants eSpeed a license to distribute CBOT products on its multiple buyer/multiple seller real-time electronic marketplaces. We have also entered into memoranda of understanding with several international exchanges, such as the Tokyo International Financial Futures Exchange, the Taiwan Exchange, the Dalian Exchange and the Sydney Futures Exchange in order to exchange various information and cooperate on issues such as development of new products, changes to existing contract specifications and trading methods and other areas of mutual interest. Further, we have entered into agreements with the Minneapolis Grain Exchange, the Kansas City Board of Trade and the Winnipeg Commodity Exchange to provide them access to our electronic trading platform beginning in the fourth quarter of 2004. Also, we will act as the three exchanges' sole distributor of market data. It is important for us to form strategic partnerships to bring together the necessary expertise and resources to address competitive pressures and meet new market demands.

Segments

We have identified two reportable operating segments: exchange trading and real estate operations. The exchange trading segment primarily consists of revenue and expenses from both traditional open outcry trading activities and electronic trading platform activities, as well as from the sale of related market data to vendors and from clearing services. The real estate operations segment consists of revenue and expenses from renting and managing our real estate. The CBOT allocates indirect expenses to each operating segment.

Results of Operations

Nine months ended September 30, 2004 compared to nine months ended September 30, 2003

Revenues. Consolidated operating revenues for the nine months ended September 30, 2004 were $296.6 million, an increase of 5%, from $282.4 million in the corresponding period of 2003. The following chart provides revenues by source and by percent of total revenues for the nine months ended September 30:

	2004		2003		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Exchange fees	$ 156,731	53%	$ 211,789	75%	$ (55,058)	-26%
Clearing fees	54,832	18%	—	0%	54,832	—
Market data	48,118	16%	42,115	15%	6,003	14%
Building	16,089	5%	14,870	5%	1,219	8%
Services	9,465	3%	12,546	4%	(3,081)	-25%
Dues	9,315	3%	—	0%	9,315	—
Other	2,006	1%	1,074	0%	932	87%
Total revenues	$ 296,556	100%	$ 282,394	100%	$ 14,162	5%

Trading volume during the first nine months of 2004 was 446.6 million contracts, a 32% increase from the 339.3 million contracts in the first nine months of 2003. The increase in trading volume we experienced compares favorably with the 16% volume increase experienced in the global futures markets as a whole in the first nine months of 2004. Open outcry trading volume for the current period increased 16% to 174.0 million contracts compared to 150.2 million contracts in the first nine months of 2003. Electronic trading volume increased 45% to 253.2 million contracts in 2004 versus 174.9 million contracts in 2003. The percentage of electronic trading to total trading volume increased from 52% in the first nine months of 2003 to 57% in the first nine months of 2004. Other trading volume was 19.4 million contracts and 14.2 million contracts in the first nine months of 2004 and 2003, respectively. Other contract trading volume represents transactions that do not occur in either our open outcry markets or electronic trading system.

Despite the increased contract trading volume described above, revenues from exchange fees decreased 26%, or $55.1 million, from $211.8 million in the first nine months of 2003 to $156.7 million in the first nine months of 2004. In February 2004, the CBOT decreased trading fees on selected contracts traded in our electronic trading system in response to market conditions. Due to this fee reduction, the average fee per contract traded fell to $0.35 in the first nine months of 2004 versus $0.62 in the first nine months of 2003. The decision to reduce trading fees made in February was revisited in July. Based upon current operating results and ongoing competitive threats, as well as other factors, we decided to maintain our current fee structure. We continuously evaluate the fees that we charge on all types of trades and may decide to adjust fees in the future.

Open outcry trading fees were $67.8 million for the nine months ended September 30, 2004, a 31% increase compared to $51.8 million in the prior year period. The increase primarily related to a 30% current period increase in volume on agricultural products such as corn, wheat and soybeans; contracts which are almost entirely traded in our open outcry pits. We believe we experienced increased trading of agricultural products due to several factors that create market uncertainty or volatility. We believe there are relatively tight supplies of the major agricultural commodities due to increased international demand and poor growing conditions in the first part of the year. Also, there is increased market uncertainty due to the emergence of multiple crop years. The U.S. is no longer the primary producer of certain agricultural commodities. For instance, Brazil and Argentina’s combined soybean production is now estimated to be greater than the U.S.’s total production. Finally, we believe that there is an overall increase in the awareness and knowledge of price risk management strategies, that producers locked in record level prices early in the year and that investors are recognizing new opportunities within the agricultural futures industry. The average open outcry fee per contract traded was $0.39 for the nine

months ended September 30, 2004, compared to $0.35 for the same period of the prior year due to a pricing increase for certain trades made at the end of 2003. Volume discounts reduced open outcry trading fees by $0.6 million and $0.9 million in the first nine months of 2004 and 2003, respectively.

Electronic trading fees were $60.7 million in the first nine months of 2004, 57% less than the $141.2 million in the prior year period. The trading fee reductions in response to market conditions made in February 2004 were for selected contracts traded on the electronic trading system. Such contracts represented about 92% of total electronic trading volume, which led to the decreased electronic trading fee revenue despite increased electronic trading volume. The average electronic trading fee per contract traded was $0.24 for the nine months ended September 30, 2004, compared to $0.81 for the prior year period. Additionally, volume discounts reduced electronic trading fees by $1.8 million and $13.5 million in the first nine months of 2004 and 2003, respectively. We expect to maintain our current pricing structure in the immediate future and therefore expect that we will continue to experience lower electronic trading fees this year relative to prior periods.

Other contract trading volume fees were $28.2 million in the first nine months of 2004 versus $18.8 million in the same period of 2003. Other contract trading volume represents transactions, such as non-trade allocations and exchange for physical transactions, that do not occur in either our open outcry markets or electronic trading system.

Beginning in November 2003, we began to receive clearing fees in respect to each side of a trade made in our open outcry markets and electronic trading system that is cleared through the CME/CBOT Common Clearing Link. Clearing fee revenues in the first nine months of 2004 were $54.8 million. We paid $40.2 million of this fee to the CME, which payment is recorded as clearing services expense. Prior to the establishment of the CME/CBOT Common Clearing Link, our members cleared transactions executed in our open outcry markets and electronic trading system through another third-party provider of clearing services who billed our members directly for clearing services, so no clearing fee revenue or expense was recorded in the first nine months of 2003.

Market data revenues were $48.1 million in the first nine months of 2004, a 14% increase from $42.1 million in the first nine months of 2003. The main component of market data revenues, quote fees, increased by $5.2 million, or 13%, due to a pricing increase for real time quote feeds instituted in January 2004. Other market data revenues increased $0.8 million from the previous year. The increase in quote fee pricing was offset to a degree by a reduction in the average number of market data subscriptions in the current period versus the same prior year period which is consistent with recent trends as industry consolidation has reduced the total subscription demand for market data. This trend is expected to continue in the future. However, subscription levels during the first nine months of 2004 were relatively flat in comparison with levels at year end 2003. It is possible that this stabilization is a result of reaching a sustainable level for market data subscriptions; nevertheless, we may continue to see subscription levels decrease in the future. However, we expect that the new market data products we have offered, or may offer in the future, will help to alleviate any future reduction in revenues we may experience from decreased market data subscriptions. For instance, in May 2003 we introduced a web-based quote and charting application called CBOT Advantage. Revenues from this new offering were $0.6 million in the first nine months of 2004. We also introduced DataExchange in June 2004, which provides web-based access to 30 years of historical CBOT market data. While DataExchange revenues were not significant in the current period, we expect both new products to provide future growth in our market data revenues.

Building revenues from leased office space were $16.1 million for the nine months ended September 30, 2004, an 8% increase from $14.9 million for the same period of 2003. The increase in the current year primarily resulted from an increase in the occupancy rate in the buildings owned by the CBOT due to the procurement of new tenants to occupy some of the space vacated by a significant tenant in 2002.

Member dues of $9.3 million were recognized in the first half of 2004 related to a six month dues assessment made in January 2004. The dues were levied by our board of directors to provide us with adequate funds to meet increased financial demands associated with competitive pressures such as the launch of Eurex US. The need for an additional dues levy was reviewed by the board of directors in July 2004 at which time it was decided that an additional dues levy was unnecessary. The board of directors reevaluated this decision in October 2004 and decided to rescind the original dues assessment as a result of a perceived reduced threat of competition. No dues were assessed during 2003.

Operating Income. Income from operations decreased 22% to $74.6 million in the first nine months of 2004. Operating income from the exchange trading segment decreased $23.7 million, or 24%, to $73.2 million in the first nine months of 2004. Operating income from the real estate operations segment increased $3.1 million from an operating loss of $1.7 million in the first nine months of 2003.

The exchange trading segment decrease is largely the result of a $36.6 million, or 21%, increase in segment expenses offset to a degree by a $12.9 million, or 5%, improvement in segment revenues. The significant contributors to the variance in segment expenses related to increased expenses for clearing services and depreciation in the amounts of $40.2 million and $11.3 million, respectively, offset to a degree by reduced license fees of $15.6 million. Depreciation increased from the first nine months of 2003 due to the LIFFE CONNECT® system that was capitalized at the end of 2003. As discussed above, no clearing service expenses were recorded in the first nine months of 2003 due to the arrangement with the clearing house utilized at that time to bill customers directly for clearing services. License fees decreased in the current period due to the change in our provider of electronic trading software. Exchange trading segment revenues increased due to the clearing fees and dues recognized in the first nine months of 2004 of $54.8 million and $9.3 million, respectively, neither of which generated revenue in the first nine months of 2003. These increases to segment revenues were offset by decreased exchange fee revenue of $55.1 million due to the fee reductions discussed above.

The real estate operations segment increased by $3.1 million from a loss of $1.7 million in the first nine months of 2003, primarily as a result of increased building revenue of $1.5 million as building vacancy was reduced from 2003 levels due to the procurement of new tenants. Building segment results were also favorably affected by reduced building operating costs and interest expense of $1.2 million and $0.5 million, respectively.

Expenses. Operating expenses totaled $222.0 million for the nine months ended September 30, 2004, compared to $187.2 million for the nine months ended September 30, 2003, a 19% increase. Operating expenses as a percent of total revenues increased from 66% in the first nine months of 2003, to 75% in the first nine months of 2004, thereby lowering the operating margin to 25% in the first nine months of 2004 from 34% in the first nine months of 2003. In the current period, we experienced significant operating expense increases in clearing services and depreciation due to our new clearing arrangement and enhanced electronic trading software. However, we experienced sizable decreases in our technology costs and license fees due to more favorable licensing and operating agreements with the provider of our new electronic trading software as compared to those with our previous provider. We believe that our current level of operating expenses is commensurate with the new business model we created in the last year and that our future operating expenses will be comparable to the current period. The following chart illustrates operating expenses and income from operations in total and as a percent of total revenues for the nine months ended September 30:

	2004		2003		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Total revenues	$296,556	100%	$282,394	100%	$ 14,162	5%
Expenses:						
Salaries and benefits	52,820	18%	47,517	17%	5,303	11%
Depreciation and amortization	33,757	11%	22,473	8%	11,284	50%
Professional services	19,115	6%	20,421	7%	(1,306)	-6%
General and administrative expenses	14,638	5%	11,383	4%	3,255	29%
Building operating costs	17,813	6%	18,998	7%	(1,185)	-6%
Information technology services	26,378	9%	38,725	14%	(12,347)	-32%
Contracted license fees	4,586	2%	20,179	7%	(15,593)	-77%
Programs	8,053	3%	3,090	1%	4,963	161%
Clearing services	40,162	14%	—	0%	40,162	—
Interest	3,654	1%	2,972	1%	682	23%
Equity in loss of One Chicago	621	0%	786	0%	(165)	-21%
Severance and related costs	387	0%	640	0%	(253)	-40%
Operating expenses	221,984	75%	187,184	66%	34,800	19%
Income from operations	$ 74,572	25%	$ 95,210	34%	$(20,638)	-22%

Salaries and benefits were $52.8 million in the first nine months of 2004, an 11% increase from $47.5 million for the same period of 2003. Salaries, incentive pay and payroll taxes increased $3.1 million in 2004 due to higher staffing levels as well as merit increases. We employed 5% more full time employees at the end of September 2004 as compared with September 2003. Also, medical insurance and pension costs increased $1.6 million and $0.8 million, respectively, in the current period.

Depreciation and amortization charges increased $11.3 million from $22.5 million in the first nine months of 2003 to $33.8 million in the first nine month
s of 2004. This increase relates to depreciation of $11.0 million recorded on new software and equipment placed into service after the third quarter of 2003 related to the LIFFE CONNECT® electronic trading system and the CME/CBOT Common Clearing Link.

Professional service expenses decreased $1.3 million to $19.1 million in the first nine months of 2004. The largest variance in profession services was in consultant expenses which decreased $2.0 million compared to the prior year. This decrease was offset to a degree by increased expenses related to the current restructuring process in the amount of $0.6 million. We anticipate similar usage levels of professional resources in the next few years as we continue to enhance and maintain the technology supporting both our electronic and open outcry trading venues.

General and administrative expenses increased $3.3 million to $14.6 million in the nine months ended September 30, 2004. Expenses for leased computers and computer hardware increased $2.3 million in the current period primarily due to increased needs for computers and servers to facilitate our increasing reliance on technology to support our electronic and open outcry trading venues. Losses on foreign currency transactions were $0.8 million in 2004 versus $0.3 million in 2003. The other significant fluctuation in general and administrative expenses was travel expenses, which increased $0.5 million. General and administrative expenses, other than foreign currency gains and losses, tend to be relatively fixed and, therefore, do not vary significantly from period to period. Gains and losses on foreign currency transactions, however, are based upon the spot rate between the U.S. dollar and the British pound sterling, the currency in which we have liabilities with our electronic trading software provider. Our general policy to mitigate the potential change in the value of the dollar versus the pound is to utilize foreign currency forward contracts when the future payment time and amount is known, such as for scheduled debt payments or fixed support payments. We do not utilize foreign currency forward contracts when the payment timing or amount is uncertain and therefore we will continue to have potential fluctuations in foreign currency gains and losses in the future. As of September 30, 2004, we had forward contracts related to approximately 42.0 million pounds sterling ($72.7 million) which relate to scheduled payments on existing debt and firm commitments through 2008.

Information technology services were $26.4 million in the first nine months of 2004, a 32% decrease from $38.7 million in the first nine months of 2003. The decrease is mostly the result of the change in the fourth quarter of 2003 to the new electronic trading system LIFFE CONNECT®. The operating costs paid to maintain the LIFFE CONNECT® system were approximately $11.8 million less than those paid to operate the previous a/c/e system due to more favorable operating agreements on the new electronic trading system.

Contracted license fees in the first nine months of 2004 were $4.6 million, a 77% decrease from $20.2 million in the prior year. The decrease primarily relates to the licensing arrangements in place for the electronic trading system being used in each period. Such fees were $1.5 million and $18.0 million in 2004 and 2003, respectively. The license for the LIFFE CONNECT® system is fixed for the term of the license agreement. The a/c/e system software license was comprised of a fixed fee as well as a variable quarterly fee based on daily a/c/e system volume. Other license fees were $3.0 million and $2.2 million in the first nine months of 2004 and 2003, respectively.

Program costs increased $5.0 million to $8.1 million in the first nine months of 2004. The increase relates to efforts to increase our presence in new markets, specifically in Europe and Asia. In the first nine months, we spent $1.6 million on a program to connect new users in Europe to our electronic trading system. We also experienced current period increases in advertising and trade relation expenses of $1.7 million and $0.6 million, respectively, in our active pursuit of new interest in our exchange products, both in the United States and abroad. Also, market maker program expenses increased $0.6 million during 2004 as we strive to generate increased liquidity in specific exchange contracts.

Building operating costs in the first nine months of 2004 decreased 6%, to $17.8 million, largely the result of lower real estate tax expense of $1.8 million in the current period related to decreasing tax rates imposed on commercial property by the county in which we are located. Interest expense increased $0.7 million primarily due to new debt acquired after the first half of 2003 related to the new electronic trading platform. As discussed above, clearing service expense was $40.2 million in the current period with no such expense recorded in the prior year.

Finally, minority interest in the loss of a subsidiary was $1.1 million in the nine months ended September 30, 2004 versus $41.2 million of minority interest in the income of a subsidiary in the first nine months of 2003. Ceres, the subsidiary in which we recognize a minority interest, was dissolved as of December 31, 2003. The loss in the current year related to Ceres represents wind up activities as the assets of Ceres are being liquidated, which is expected to be completed in the fourth quarter of 2004. We do not anticipate that we will incur future substantial losses as the liquidation progresses through the remainder of the year.

The provision for income taxes was $31.0 million for the nine months ended September 30, 2004, compared to $22.5 million a year earlier. The effective tax rate was 42% and 24% for 2004 and 2003, respectively. The prior period rate was lower than the current year largely because of the minority interest recorded in each period. Excluding the effects of the recorded minority interest, the effective tax rate would have been 41% and 42% for the first nine months of 2004 and 2003, respectively. These rates were higher than the corporate federal and state combined rate of 40% due to expenses that are non-deductible for tax purposes, such as those related to the restructuring transactions.

Year ended December 31, 2003 compared to year ended December 31, 2002

Revenues. Consolidated operating revenues for the year ended December 31, 2003 were $381.3 million, an increase of 24%, from $308.3 million in the corresponding period of 2002. The following chart illustrates revenues by source and by percent of total revenues:

	2003		2002		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Exchange fees	$285,815	75%	$204,963	66%	$80,852	39%
Market data	55,850	15%	58,258	19%	(2,408)	-4%
Building	20,061	5%	25,239	8%	(5,178)	-21%
Services	16,059	4%	16,554	5%	(495)	-3%
Clearing fees	1,158	0%	—	0%	1,158	—
Other	2,359	1%	3,259	1%	(900)	-28%
Total revenues	$381,302	100%	$308,273	100%	$73,029	24%

Trading volume during 2003 was 454.6 million contracts, a 32% increase from 343.9 million contracts in 2002. The increase in trading volume experienced at the CBOT is comparable to the 27% increase experienced globally on futures markets in 2003 as customers utilize our products to mitigate risks they face in their businesses. Open outcry trading volume for the current period increased slightly to 218.9 million contracts compared to 214.6 million contracts in the prior year. Trading volume for electronic trading increased 82% to 235.7 million contracts in 2003 versus 129.3 million contracts in 2002. The percentage of electronic trading to total trading volume increased from 38% in 2002 to 52% in 2003.

Due to the increased trading volume described above, revenues from exchange fees increased 39%, or $80.8 million, from $205.0 million in 2002 to $285.8 million in 2003. The average fee per contract traded was $0.63 and $0.60 for the year ended December 31, 2003 and December 31, 2002, respectively.

Open outcry fees were $96.9 million for the year ended December 31, 2003, a 2% decrease compared to $98.7 million in the prior year period. In January 2003, management decreased the individual member fees on open outcry trades by three cents at all volume levels. This fee reduction primarily accounted for the $1.8 million decrease in open outcry fees. The average open outcry fee per contract traded was $0.44 for the year ended December 31, 2003, compared to $0.46 for the same period of the prior year. Volume discounts reduced open outcry trading fees by $1.3 million and $2.4 million in 2003 and 2002, respectively.

Electronic trading fees were $188.9 million in 2003, 78% higher than the $106.3 million in the prior year. In October 2002, management decreased the individual member fees on electronic trades by five cents at all volume levels. The increased electronic trading volume described above, offset to a degree by this fee reduction, largely accounted for the higher electronic trading fees. The average electronic trading fee per contract traded was $0.80 for the year ended December 31, 2003, compared to $0.82 for the prior year. Volume discounts reduced electronic trading fees by $18.4 million and $7.4 million in 2003 and 2002, respectively.

Market data revenues were $55.9 million in 2003, a 4% decrease from $58.3 million in 2002. The main component of market data revenues, quote fees, decreased by $6.7 million, or 11%, due to a reduction in the

average number of terminal subscriptions in the current period. This was offset to a degree by a $3.6 million reduction in rebates to member firms for terminal subscription fees, as the rebate program was discontinued at the end of 2002. The reduction in terminal subscriptions is consistent with recent trends as industry consolidation has reduced the total subscription demand for market data. This trend is expected to continue in the future.

Building revenues from leased office space were $20.1 million for the year ended December 31, 2003, a 21% decrease from $25.2 million for the same period of 2002. One of our more significant tenants paid a $0.8 million lease termination penalty in the first quarter of 2002. The building revenues attributable to this tenant in 2002 were about $4.5 million, excluding the early termination penalty. If the space occupied by the tenant cannot be leased at similar lease rates or in a timely manner, building revenues could continue to be significantly affected in the future.

Beginning in November 2003, we began to receive clearing fees in respect of each side of a trade made in our open outcry markets and electronic trading system that is cleared through the CME/CBOT Common Clearing Link. Prior to the CME/CBOT Common Clearing Link, our members cleared transactions executed in our open outcry markets and electronic trading system through another third-party provider of clearing services who billed our members directly for clearing services, so no clearing fee revenue or expense was record in 2003 prior to November 2003. Clearing fee revenues in 2003 of $1.2 million represent fees charged to customers for the clearing of trades. The CBOT paid $1.0 million of this fee to the CME, which payment is recorded as clearing services expense. Both clearing fee revenue and clearing services expense are recognized in the period the clearing is performed.

Service revenues decreased in 2003 to $16.1 million from $16.6 million a year earlier. A trading floor efficiency fee of $2.5 million was charged in 2002. No such fee was charged in 2003. Trading floor efficiency fees may be assessed when determined necessary based upon management's review of operational funding requirements. Service revenues in 2003 included $2.6 million of one-time charges to member firms to offset costs incurred by the CBOT to install data lines between member firms and the trading host database for the LIFFE CONNECT® system that was developed and implemented in November 2003.

Operating Income. Income from operations increased 98%, or $57.4 million, to $115.7 million in 2003. Operating income from the exchange trading segment increased 74% to $117.5 million in 2003. This increase is mainly the result of higher segment revenues of $78.2 million coupled with lower depreciation of $4.2 million and the absence of a $10.7 million and a $6.2 million charge for a litigation settlement and an asset impairment charge, respectively, that were recorded in 2002. These improvements to operating income were offset to a degree by an increase in license fees of $13.6 million, as well as increased technology expenses of $13.3 million. The real estate operations segment increased by $7.4 million to a loss of $1.8 million in the current year, primarily as a result of higher segment revenues of $3.2 million and lower corporate overhead allocation of $2.0 million. This segment's revenues were higher due to increased charges of $8.4 million for space used by the CBOT within the building. Building rent for third party customers decreased by $5.2 million.

Expenses. Operating expenses totaled $265.6 million for the year ended December 31, 2003, compared to $250.0 million for the year ended December 31, 2002, a 6% increase. Operating expenses as a percent of total revenues decreased from 81% in 2002, to 70% in 2003, thereby raising the operating margin to 30% in 2003 from 19% in the prior year. The following chart illustrates operating expenses and income from operations in total and as a percent of total revenues:

	2003		2002		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Total revenues	$381,302	100%	$308,273	100%	$ 73,029	24%
Expenses:						
Salaries and benefits	64,122	17%	59,315	19%	4,807	8%
Depreciation and amortization	32,869	9%	37,438	12%	(4,569)	-12%
Professional services	28,155	7%	30,716	10%	(2,561)	-8%
General and administrative expenses	18,455	5%	11,171	4%	7,284	65%
Building operating costs	25,042	7%	24,579	8%	463	2%
Information technology services	56,116	15%	42,807	14%	13,309	31%
Contracted license fees	27,601	7%	13,999	5%	13,602	97%
Programs	5,891	2%	3,449	1%	2,442	71%
Clearing services	972	0%	—	0%	972	—
Loss on impairment of long-lived assets	—	0%	6,244	2%	(6,244)	-100%
Interest	3,975	1%	4,754	2%	(779)	-16%
Litigation	—	0%	10,735	3%	(10,735)	-100%
Equity in loss of One Chicago	1,093	0%	712	0%	381	54%
Severance and related costs	1,290	0%	4,033	1%	(2,743)	-68%
Operating expenses	265,581	70%	249,952	81%	15,629	6%
Income from operations	$115,721	30%	$ 58,321	19%	$ 57,400	98%

Salaries and benefits were $64.1 million in 2003, an 8% increase from $59.3 million for the same period of 2002. Salaries and pension costs increased $3.0 million and $1.6 million, respectively, in 2003. Offsetting these increases, was $2.0 million of capitalized salaries related to work performed by CBOT staff on the development of the LIFFE CONNECT® system. Severance costs of $3.4 million related to a separation agreement with the CBOT's former President and Chief Executive Officer were recorded in 2002. Also, severance costs related to ongoing staff reductions of $1.3 million and $0.6 million were recorded in 2003 and 2002, respectively.

General and administrative expenses increased $7.3 million to $18.5 million in the year ended December 31, 2003. In the second quarter of 2002, the CBOT instituted a policy to lease personal computers and computer hardware as opposed to purchasing them. Such lease costs were $0.9 million in 2002 compared to $4.2 million in 2003, an increase of $3.3 million. Losses on foreign currency transactions was $2.1 million in 2003 versus $1.4 million of foreign currency gains in 2002. The CBOT has commitments and obligations denominated in both euros and pounds sterling. During 2003, the exchange rate between the U.S. dollar and the euro and between the U.S. dollar and the pound sterling increased by 20% and 11%, respectively. Other fluctuations included increased telecommunications expenses of $1.3 million related to a one-time payment of $0.8 million to a vendor to settle billing disputes, increased bad debt expense of $1.1 million and decreased loss on disposal of fixed assets of $1.5 million.

Depreciation and amortization charges decreased $4.6 million from $37.4 million in 2002 to $32.9 million in 2003. The first quarter of 2002 included $6.2 million of depreciation related to the a/c/e system. In April 2002, the CBOT began licensing the a/c/e system software and thereby relinquished any ownership rights to the

software. Accordingly, 2003 does not include depreciation related to the a/c/e system. This decrease was offset to a degree by depreciation of $3.4 million recorded on new equipment placed into service during 2003 related to the LIFFE CONNECT® system.

Information technology services were $56.1 million in 2003, a $13.3 million, or 31%, increase from $42.8 million in 2002. In the year ended December 31, 2003, the CBOT recorded $4.4 million of expense related to the installation of new data lines to link member firms with the LIFFE CONNECT® system being developed. A portion of these costs have been recovered from member firms and is presented in service revenues. Information technology services also were affected by increased a/c/e system operations costs of $7.8 million, which were higher because of additional operating charges related to the increased electronic trading volume during 2003, and also because of foreign currency fluctuation between the US dollar and the euro, the currency in which the a/c/e system operations costs are denominated.

Contracted license fees were $27.6 million in the year ended December 31, 2003, versus $14.0 million in the prior year. The license fees primary relate to the licensing arrangement for the a/c/e system software that became effective in April of 2002. Such fees were $24.5 million and $12.0 million in 2003 and 2002, respectively. The a/c/e system software license was denominated in euros and comprised of a fixed fee as well as a variable quarterly fee based on daily a/c/e system volume. Volume on the a/c/e system increased about 81% during the year and, as mentioned previously, the average exchange rate between the US dollar and the euro increased 20% as well. These increases, coupled with the full year of a/c/e system software license fees in 2003 versus nine months in 2002, led to the higher a/c/e system software license fees. Other license fees were $3.1 million and $2.0 million in 2003 and 2002, respectively.

Professional service expenses decreased 8% to $28.2 million in 2003. Consultant expenses increased $2.0 million and legal expenses decreased $5.0 million, in 2003 compared to the prior year. The CBOT utilized more consultant resources during 2003 because of the development and implementation of the new electronic trading system. Legal expenses in 2002 included $5.7 million related to representation on a patent litigation lawsuit that had no activity during 2003 as the lawsuit has been settled. Professional services also included amounts related to the current demutualization plan of $3.0 million and $3.3 million in 2003 and 2002, respectively.

Building operating costs in 2003 increased 2%, to $25.0 million, mainly the result of higher general insurance expense of $0.6 million. Interest expense decreased $0.8 million largely due to reductions in outstanding debt. Finally, program costs increased $2.4 million for the most part due to increased expenses of $2.6 million related to market maker programs. Market maker programs, which began in 2002, were expanded during 2003 to generate increased liquidity in designated exchange products.

Minority interest in the income of a subsidiary was $62.9 million in the year ended December 31, 2003. The CBOT only recognizes minority interest in this subsidiary when we have accumulated net income. Since the subsidiary had accumulated losses during the year ended December 31, 2002, no minority interest was recorded in that period. The minority interest relates to the income of Ceres. Ceres was formed by the CBOT for the purpose of engaging in electronic trading activities related to financial and futures markets. The CBOT, through eCBOT, as general partner, holds a 10% interest in Ceres. Members of the CBOT are limited partners of Ceres. Under the terms of the Ceres partnership agreement, income and losses are allocated to the general partner and limited partners based on their partnership interests. Losses in excess of limited partner capital accounts are allocated to eCBOT, as general partner. Electronic volume in 2002 and 2003 increased to the extent that Ceres was able to recuperate the accumulated costs of offering an electronic trading platform and became profitable on an accumulated basis during the middle of 2003. We ceased conducting our electronic trading business through Ceres as of December 31, 2003. Ceres was dissolved on December 31, 2003 and is currently being liquidated.

The provision for income taxes was $22.1 million for the year ended December 31, 2003, compared to $24.0 million a year earlier. The effective tax rate was 19% and 41% for 2003 and 2002, respectively. The current period rate was lower than the prior year largely because of the minority interest recorded in 2003. Excluding the

effect of the minority interest, the effective tax rate for the current period would have been 42%. This rate, as well as the prior period rate, were higher than the corporate federal and state combined rate of 40% due to expenses that are non-deductible for tax purposes, such as those related to the restructuring transactions.

Year ended December 31, 2002 compared to year ended December 31, 2001

Revenues. Consolidated operating revenues for the year ended December 31, 2002 were $308.3 million, an increase of 22%, from $251.7 million in the corresponding period of 2001. In the fourth quarter of 2001, a comprehensive study was conducted by the CBOT addressing the fees charged for various trading activities. Based on the results of this study, in 2002, the CBOT revised our fee structure, which took effect throughout the year. The following chart illustrates revenues by source and by percent of total revenues:

	2002		2001		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Exchange fees	$204,963	66%	$134,968	54%	$ 69,995	52%
Market data	58,258	19%	66,509	26%	(8,251)	-12%
Building	25,239	8%	24,828	10%	411	2%
Services	16,554	5%	14,262	6%	2,292	16%
Dues	—	0%	9,027	4%	(9,027)	-100%
Other	3,259	1%	2,137	1%	1,122	53%
Total revenues	$308,273	100%	$251,731	100%	$ 56,542	22%

Trading volume during 2002 was 343.9 million contracts, a 32% increase from 260.3 million contracts in 2001. Open outcry trading volume for the current period increased 3% to 214.6 million contracts compared to 207.8 million contracts in the prior year. Trading volume for electronic trading increased 146% to 129.3 million contracts in 2002 versus 52.6 million contracts in 2001. During 2002, all electronic trading occurred through the a/c/e system. Since the launch of the a/c/e system, the percentage of electronic trading to total trading volume has progressively increased from approximately 12% at the inception of the a/c/e system to an average of 20% and 38% in 2001 and 2002, respectively.

Due to the increased trading volume and revised fee structure described above, as well as the increased proportion of electronic trading, which has higher fees than open outcry trading, revenues from exchange fees increased 52%, or $70.0 million, from $135.0 million in 2001 to $205.0 million in 2002. The average fee per contract traded was $0.60 for the year ended December 31, 2002, compared to $0.52 for the same period of the prior year.

Open outcry fees were $98.7 million for the year ended December 31, 2002, a 5% increase compared to $94.0 million in the prior year period. The revised fee structure implemented in 2002, as well as the increased volume in open outcry trading mentioned above, resulted in increased open outcry fees. Fees charged to members and delegates were $7.7 million higher, while fees charged to non-members decreased $0.3 million compared to the prior year. Volume discounts offered as part of the revised fee structure lowered open outcry trading fees by $2.4 million.

Electronic trading fees were $106.3 million in 2002, 159% higher than the $41.0 million recorded in the prior year. The increased electronic trading volume described above, as well as the revised fee structure implemented in 2002, accounted for the higher electronic trading fees. The increased electronic trading revenue accounted for 93% of the total increase in exchange fee revenue. Fees charged to members and delegates for electronic trading increased $37.7 million in 2002, while fees charged to non-members were $36.9 million higher than the prior year. Volume discounts offered as part of the revised fee structure reduced electronic trading fees by $7.4 million.

In April 2002, our board of directors approved additional waivers and fee reductions of several categories of fees charged by us. Fee reductions and waivers varied by product type and customer class and were used as an incentive to increase volume in such product or class. In the year ended December 31, 2002, trading caps, volume discounts, waivers and credits reduced potential exchange fee revenues by approximately 13% of total exchange fee revenue.

Market data revenues were $58.3 million in 2002, a 12% decrease from $66.5 million in 2001. The main component of market data revenues, quote fees, decreased by $7.8 million, or 12%, in the current period due to a reduction in the average number of terminal subscriptions in 2002 versus 2001. This was offset to a degree by a $0.2 million reduction in rebates to member firms for terminal subscription fees. These rebates, which were $3.4 million and $3.6 million in 2002 and 2001, respectively, will be discontinued in 2003. The reduction in terminal subscriptions is consistent with recent trends as industry consolidation has reduced the total subscription demand for market data.

Building revenues from leased office space were $25.2 million for the year ended December 31, 2002, slightly higher than $24.8 million for the same period of 2001. One of our more significant tenants, whose lease was scheduled to expire in June 2003, vacated as of the end of 2002 and paid a $0.8 million lease termination penalty. The building revenues attributable to this tenant were $4.5 million and $5.4 million in the year ended December 31, 2002 and 2001, respectively, excluding the early termination penalty.

Service revenues increased in 2002 to $16.6 million from $14.3 million a year earlier, generally the result of new fees charged to all traders for services provided by the CBOT. One such fee, the trading floor efficiency fee, which was charged in the first six months of 2002, was waived for the remainder of the year. If trading floor efficiency fees had been charged for the remainder of the year revenues would have increased by $2.5 million.

Membership dues were not assessed in 2002. Member dues recorded in 2001 totaled $9.0 million. Trading floor efficiency fees and member dues may be assessed when determined necessary based upon management's review of operational funding requirements. Trading floor efficiency fees and member dues are independent of fees charged for trading and are not believed to have an effect on trading volume or the number of memberships outstanding.

Operating Income. Income from operations increased 405%, or $46.8 million, to $58.3 million in 2002. Operating income from the exchange trading segment increased 253%, or $48.4 million, to $67.5 million in 2002. The increase in exchange trading operating income was mainly the result of higher segment revenues of $56.1 million, offset by an increase in litigation expenses in 2002 of $7.7 million related to a patent infringement lawsuit. Also, the relinquishment of our co-ownership of the a/c/e system in exchange for a non-exclusive, royalty-bearing license for the use of such software resulted in decreases of $6.2 million and $9.0 million for depreciation and asset impairment charges, respectively, offset by $12.0 million of additional license fees in 2002. The real estate operations segment decreased by $1.6 million to a loss of $9.2 million in 2002, mostly as a result of higher insurance and security costs following the terrorist attacks of September 11, 2001.

Expenses. Operating expenses totaled $250.0 million for the year ended December 31, 2002, compared to $240.2 million for the year ended December 31, 2001, a 4% increase. Operating expenses as a percent of total revenues decreased from 95% in 2001, to 81% in 2002, thereby raising the operating margin to 19% in 2002 from 5% in the prior year. The following chart illustrates operating expenses and income from operations in total and as a percent of total revenues:

	2002		2001		Variance	
	in thousands	% of Total	in thousands	% of Total	in thousands	% Change
Total revenues	$ 308,273	100%	$ 251,731	100%	$ 56,542	22%
Expenses:						
Salaries and benefits	59,315	19%	59,141	23%	174	0%
Depreciation and amortization	37,438	12%	44,228	18%	(6,790)	-15%
Professional services	30,716	10%	20,013	8%	10,703	53%
General and administrative expenses	11,171	4%	12,618	5%	(1,447)	-11%
Building operating costs	24,579	8%	22,961	9%	1,618	7%
Information technology services	42,807	14%	42,537	17%	270	1%
Contracted license fees	13,999	5%	2,010	1%	11,989	596%
Programs	3,449	1%	1,847	1%	1,602	87%
Loss on impairment of long-lived assets	6,244	2%	15,210	6%	(8,966)	-59%
Interest	4,754	2%	6,734	3%	(1,980)	-29%
Litigation	10,735	3%	3,000	1%	7,735	258%
Equity in loss of One Chicago	712	0%	—	0%	712	—
Severance and related costs	4,033	1%	9,875	4%	(5,842)	-59%
Operating expenses	249,952	81%	240,174	95%	9,778	4%
Income from operations	$ 58,321	19%	$ 11,557	5%	$ 46,764	405%

At the end of 2001, the CBOT decided to pursue licensing the a/c/e system software, as opposed to making capital investments to upgrade future versions. Accordingly, an impairment adjustment was recorded in 2001 to revalue the a/c/e system software to its net realizable value of $12.5 million, which was to be completely amortized through June 2002, at which time a licensing agreement was projected to be in place. The new licensing arrangement actually became effective in April 2002. Accordingly, the March 31, 2002 book value of $6.2 million for the a/c/e system software was expensed as a loss on long-lived assets.

Salaries and benefits were $59.3 million in 2002, a slight increase from $59.1 million for the same period of 2001. Notable variances from the prior year included increased incentive pay of $1.1 million offset by decreased salaries of $0.7 million, the latter of which is the result of lower staffing levels due to restructuring activity in 2001.

During 2001, 50 employees were terminated and $9.9 million of severance and related costs were incurred related to ongoing staff reductions at the CBOT. During 2002, $4.0 million of severance and related costs were recorded. In November 2002, the CBOT entered into a general release and separation agreement, which terminated the employment of David J. Vitale, the Chief Executive Officer and President. In accordance with the agreement, the CBOT is to continue to pay Mr. Vitale's base salary at a rate of $1.3 million per annum through December 2004 as well as amounts for administrative support services and health and 401(k) benefits. Additionally, the CBOT is obligated to pay a performance bonus to Mr. Vitale of $0.5 million. To reflect this arrangement, in November 2002, the CBOT recorded severance expense and an equal liability in the amount of approximately $3.4 million, which represented the present value of the future payments calculated using a 4.7% discount rate. The liability will be accreted over the term of the agreement. Additionally, $0.6 million of expenses were recorded relating to the elimination of 18 additional employees.

General and administrative expenses decreased $1.4 million to $11.2 million in the year ended December 31, 2002, down from $12.6 million in 2001. The decrease was largely the result of $1.9 million less in bad debt expenses and $1.2 million more in foreign currency transaction gains in 2002, offset by increases in travel and meeting expenses, rental and lease costs and loss on fixed asset disposals of $0.5 million, $0.5 million and $0.4 million, respectively.

Depreciation and amortization charges decreased 15% from $44.2 million in 2001 to $37.4 million in 2002. The first quarter of 2002 included $6.2 million of accelerated depreciation related to the impairment adjustment made to the a/c/e system software at the end of 2001. At December 31, 2001, the CBOT revalued the a/c/e system software to its net realizable value of $12.5 million, which was initially intended to be completely amortized through June 2002. As discussed above, the remaining book value at March 31, 2002 was expensed as a loss on long-lived assets. Depreciation on the a/c/e system software in 2002 was approximately $6.2 million, $8.4 million less than the $14.6 million in 2001, accounting for the overall reduction to depreciation and amortization in 2002.

Information technology services were $42.8 million in 2002, a slight increase from $42.5 million in 2001, primarily the result of $0.8 million spent in 2002 to research third party software for enhancing electronic floor trading systems. This was offset by decreased a/c/e operations costs of $0.7 million.

Contracted license fees were $14.0 million in the year ended December 31, 2002, versus $2.0 million in the prior year. License fees in 2002 include $12.0 million of the fees related to the new licensing arrangement for the a/c/e system software that became effective in April of this year. The a/c/e system software license obligates the CBOT to make royalty payments of 2.5 million euros (equal to $2.6 million at December 31, 2002) quarterly, as well as a variable quarterly fee denominated in euros, which, for contracts existing prior to the execution of the license agreement, is a function of daily a/c/e system volume in excess of the minimum number of contracts specified in the license agreement and the rate that is determined based on the number of contracts traded on the a/c/e system in a single day as specified in the license agreement. For a/c/e system contracts created subsequent to the execution of the license agreement, the variable fee is calculated as a fixed percentage of the exchange fees generated by these contracts. As trading volume on the a/c/e system has increased since its inception and is currently expected to continue to do so, the variable portion of the fee is expected to increase over the duration of the license. Other license fees were $2.0 million in both 2002 and 2001.

Professional service expenses increased 53%, or $10.7 million, to $30.7 million in 2002. Consultant expenses and legal expenses increased $7.5 million and $4.6 million, respectively, in 2002 compared to the prior year. Consultant expenses increased for the most part due to increased spending on information technology projects. Costs associated with the patent rights litigation brought by Electronic Trading Systems, Inc., which has been settled, and the soybean antitrust litigation, which has been decided in our favor, accounted for the increase in legal expenses. Professional services also included amounts related to the restructuring transactions of $3.3 million and $4.6 million in 2002 and 2001, respectively.

Building operating costs increased 7% in 2002 to $24.6 million, from $23.0 million in 2001, mainly as a result of increased security personnel costs of $0.5 million, increased insurance costs of $0.6 million and increased leasing costs of $0.3 million.

Interest expense decreased 29%, or $2.0 million, due to reductions in outstanding debt. Finally, program costs increased from $1.8 million to $3.4 million due to higher expenses related to trade relations.

The provision for income taxes was $24.0 million for the year ended December 31, 2002, compared to $5.3 million in the year earlier period. The effective tax rate for 2002 was 41%. This rate is slightly higher than the corporate federal and state combined rate of 40% due to non-deductible expenses, primarily related to the costs associated with the restructuring transactions.

Financial Position

At September 30, 2004, total assets were $447.6 million, a $36.4 million decrease from the December 31, 2003 balance of $484.0 million. Cash and cash equivalents decreased $31.6 million which reflects cash payments of $60.3 million to the limited partners of Ceres for their minority interests in the liquidation of Ceres, $75.8 million of net cash flows from operations and cash payments of $28.6 million and $18.7 million for capital expenditures and debt repayments, respectively. Restricted cash, at September 30, 2004 increased $6.8 million from year end 2003 levels as a result of the placement into escrow of $3.5 million to secure payment of attorney fees as well as a $3.3 million increase in margin collateral required under foreign currency forward contracts in place. The escrow for attorney fees relates to payments potentially required under the settlement agreement associated with the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs. The increased margin collateral is a result of our increased use of foreign currency forward contracts in an attempt to mitigate our exposure to fluctuations in the pound sterling, the currency in which many of our obligations with our current electronic trading software supplier are denominated. Finally, property and equipment, net of accumulated depreciation, decreased $5.1 million from December 31, 2003. The change to property and equipment reflects capital acquisitions of $28.6 million and recorded depreciation of $33.5 million.

At December 31, 2003, total assets were $484.0 million, an increase of $129.8 million from December 31, 2002. Accounts receivable were $9.3 million higher, mostly as a result of increased exchange fee revenues. Property and equipment, net of accumulated depreciation, was $264.5 million at December 31, 2003, an increase of $37.1 million from December 31, 2002. The increase in net property and equipment during the current period was mainly a function of capital acquisitions of $69.7 million and recorded depreciation of $32.5 million. The capital acquisitions amount includes approximately $48.0 million related to implementation of the LIFFE CONNECT® system, discussed in more detail below.

Our rules and regulations specify minimum financial requirements for delivery of physical commodities, maintenance of capital requirements and deposits on pending arbitration matters. To satisfy these requirements, member firms have deposited U.S. Treasury securities with us. These deposits are not considered our assets, nor does any interest earned on these deposits accrue to us; accordingly, they are not reflected in the consolidated financial statements included in Appendix A of this document. The aggregate market value of these securities on deposit was $5.6 million as of September 30, 2004 and $16.3 million and $11.5 million as of December 31, 2003 and December 31, 2002, respectively.

Total liabilities at September 30, 2004 decreased $20.0 million from December 31, 2003 to $150.0 million. Accounts payable decreased $15.0 million from December 31, 2003 to a balance of $13.0 million partly due to a $11.1 million reduction in the amounts owed to our electronic trading software providers. Our obligations to such providers was lower because we were only supporting one electronic trading platform during 2004 whereas we were supporting two at the end of 2003. Also, total debt was reduced as a result of debt payments of $18.7 million made in the first nine months of 2004. These liability decreases were offset by a $10.3 million increase in fees accrued for our clearing service provider. Clearing service fees increased because the fees are paid quarterly in arrears and at year end 2003 our clearing arrangement had been in effect for about one month and only on a limited basis.

Total liabilities at December 31, 2003 increased 26%, or $34.6 million, to $169.8 million, largely the result of increased debt and deferred tax liability of $16.1 million and $9.5 million, respectively. Financing activities included payments of $10.7 million on senior notes and $26.8 million of new debt related to financed capital acquisitions of equipment for the LIFFE CONNECT® system software under a financing arrangement with LIFFE. Total debt increased to $69.7 million, from $53.6 million at year-end 2002.

Current liabilities were 36% higher at $84.5 million at December 31, 2003, as compared to $62.0 million at December 31, 2002. This increase was mostly the result of a $9.0 million increase in the current portion of long-term debt, as well as an $8.7 million increase in accounts payable. Accounts payable were higher largely due to year-end accruals for uninvoiced work done on the development and implementation of the LIFFE CONNECT® system.

Liquidity and Capital Resources

Our operations are the major source of our liquidity. In addition, working capital requirements can be met through an available revolving line of credit. Cash requirements principally consist of capital expenditures for technology enhancements as well as scheduled debt repayments. At September 30, 2004, we had $111.1 million in cash and $20.0 million in an available, unused revolving line of credit. At December 31, 2003, we had $142.7 million in cash as well as the $20.0 million line of credit.

We anticipate that current cash balances and future funds generated through operations will be sufficient to meet cash requirements currently and in the long-term. If the cash flows from operations are significantly affected due to the competition from Eurex discussed above, we currently have a variety of capital options for satisfying short-term cash needs, such as the unused revolving line of credit and the ability to assess dues on the membership of the CBOT at our board of directors' discretion. In the past we have also used assets of the company to secure loans when necessary.

Net Cash Flows from Operating Activities

Net cash provided by operating activities totaled $75.8 million and $66.9 million for the nine months ended September 30, 2004 and 2003, respectively. The $8.9 million increase in cash from operations in 2004 was largely a result of $13.1 million of increased net income in the current period.

Net cash provided by operating activities totaled $114.2 million, $79.4 million and $54.7 million for 2003, 2002 and 2001, respectively. The increase of $34.8 million in 2003 was generally attributable to the $57.4 million increase in income from operations in 2003. This was offset to some degree by increased income tax receivables, prepaid expenses and other assets of $9.8 million, $8.5 million and $8.5 million, respectively. Income tax receivables increased over the prior year due to tax savings related to capital acquisitions made during the year that qualify for an accelerated tax life. Several contracts entered into during 2003 that related to the new electronic trading system required prepayment of various fees. These prepaid amounts are included in either prepaid or other assets depending on the future period to which they relate and account primarily for the increases in these account balances at December 31, 2003. The $24.7 million increase in cash flows from operations in 2002 principally relates to the $28.1 million increase in net income in 2002.

Net Cash Flows used in Investing Activities

Net cash used in investing activities totaled $89.0 million and $24.5 million in the nine months ended September 30, 2004 and 2003, respectively. We ceased conducting our electronic trading business through Ceres as of December 31, 2003. Ceres was dissolved on December 31, 2003 and is currently being liquidated. Cash used for investing in 2004 largely related to a $60.3 million liquidation payment to the limited partners of Ceres. This $60.3 million liquidation payment represented a substantial portion of the $62.9 million recorded at December 31, 2003 related to the limited partners' minority interest. The remaining limited partners' minority interest is expected to be paid during the fourth quarter of 2004 as the business and operations of Ceres are wound-up. Cash used for capital acquisitions in the first nine months of 2004 and 2003 was $28.6 million and $24.5 million, respectively.

Net cash used in investing activities totaled $46.9 million, $24.1 million and $15.8 million for 2003, 2002 and 2001, respectively. These amounts primarily related to capital acquisitions in each year.

Capital Expenditures

Capital acquisitions during the first nine months of 2004 and 2003 totaled $28.6 million and $48.3 million, respectively. In the 2003 period, $23.8 million of the capital additions were acquired via financing arrangements. In 2003 approximately $38.3 million of the capital acquisitions related to development of the LIFFE CONNECT®

system software. In 2004, approximately $9.0 million related to enhancements on this system software, whereas $7.1 million related to a project to automate trade matching of contracts executed in our open outcry arenas.

Capital acquisitions during 2003 amounted to $69.7 million. Of this amount $46.1 million was acquired with cash whereas $23.7 million was acquired via financing arrangements. The capital acquisitions in 2003 were mainly related to the development of the LIFFE CONNECT® system software and the CME/CBOT Common Clearing Link. We estimate capital acquisitions during 2004 will approximate $40 million.

We are currently planning an $18.5 million, two-year building renovation that will include cleaning and renovating the limestone facade, elevator modernization, lobby renovation and other infrastructure improvements. In addition, we plan on updating the lighting in the lobby. Our objective is to make the 141 W. Jackson building more appealing for office tenants.

On June 23, 2004, a proposal was approved by the Chicago City Council redesignating the property-tax classification for our landmark building at 141 W. Jackson in Chicago as “Class L” in order to help us renovate it. The Class L classification is expected to lower our property taxes by approximately $17 million over 12 years beginning in 2006. The reduction in property-tax assessments associated with the Class L designation is available to owners renovating landmark buildings. The north facade and lobby of the 141 W. Jackson building have been city landmarks since 1977, but a separate ordinance extended a protected status to all four facades.

Net Cash Flows used in Financing Activities

Net cash used in financing activities for the first nine months of 2004 and 2003 totaled $18.4 million and $10.5 million, respectively, which largely related to repayments of long-term debt.

Net cash used in financing activities totaled $10.4 million, $22.7 million and $13.9 million for 2003, 2002 and 2001, respectively. These amounts predominantly relate to proceeds and repayments of long-term debt.

Long-Term and Short-Term Debt

During the first quarter of 2004 and 2003, the CBOT made scheduled payments of $10.7 million on senior notes payable. Also, in the third quarter of 2004, a scheduled principal repayment of $7.9 million was made on the LIFFE financing agreement.

During 2003, the CBOT made a scheduled payment of $10.7 million on the senior notes. During 2002, the CBOT paid $10.7 million on the senior notes, repaid a $4.3 million note due to Eurex related to the a/c/e system and made an $8.0 million early payment to retire a secured note payable due in 2004. During 2001, the CBOT paid $10.7 million on the senior notes and repaid a $7.3 million revolving credit facility. To finance the retirement of the revolving credit facility, the CBOT received proceeds of $10.0 million from the issuance of a note payable secured by selected CBOT assets. Other financing payments in 2001 included $4.2 million net paydown on a note payable to Eurex related to the a/c/e system and $2.0 million on the asset secured note.

See Note 3 to the consolidated financial statements for further discussion of debt activity.

Contractual Obligations

The following aggregates contractual commitments and obligations that affect the CBOT's financial condition and liquidity position as of December 31, 2003 (in thousands):

Contractual Obligations	Payments due by period				
	Total	2004	2005 to 2006	2007 to 2008	2009 and beyond
Long-term debt obligations	$ 69,710	$ 19,665	$ 39,330	$ 10,715	$ 0
Interest on long-term debt	5,837	$ 2,554	$ 2,918	$ 365	
Capital lease obligations	0				
Operating lease obligations	9,329	4,547	4,778	4	
Purchase obligations (1)	137,538	30,035	61,632	45,871	
Other long-term liabilities reflected on the Balance Sheet under GAAP (2)	8,000	2,000	6,000		
Total	$ 230,414	$ 58,801	$ 114,658	$ 56,955	$ 0

(1) Purchase obligations include scheduled payments to LIFFE in connection with the operation of our electronic trading system and minimum required payments to the CME in connection with the CME/CBOT Common Clearing Link.

(2) Other long-term liabilities relate to payments due from a settlement agreement in a patent rights lawsuit entered in 2002 and exclude approximately $29.7 million related to deferred tax liabilities and post-employment benefit plans due to the uncertainty of the timing of eventual payments.

LIFFE Agreements

In January 2003, our board of directors selected LIFFE to become the supplier of the CBOT's electronic trading system upon the expiration of then-current arrangements with the Eurex Group. On January 10, 2003, we entered into a software license agreement with LIFFE for use of the LIFFE CONNECT® system software, which was amended in April 2004 and subsequently amended and restated in August 2004. The initial term of the license is five years from the date the system became available for use in a real-time live trading environment, which occurred on November 24, 2003. The license fee for the entire initial term was prepaid in the amount of 5.0 million pounds sterling ($8.2 million). The license fee will be amortized over the life of the license.

In March 2003, we entered into a development services agreement with LIFFE with respect to the implementation of the LIFFE CONNECT® system software. Under the terms of the agreement, LIFFE provided the equipment, software modifications and testing necessary to provide the required functionality of our electronic trading system. Costs under this agreement are expected to approximate 8.4 million pounds sterling ($15.0 million) during 2004.

In May 2003, we entered into a managed services agreement with LIFFE pursuant to which LIFFE will provide us services related to the operation and support of the LIFFE CONNECT® system software, which agreement was amended and restated in August 2004. The costs of services provided under the agreement, which will approximate 6.8 million pounds sterling ($12.0 million) during 2004, will be expensed as incurred. Also, in May 2003, we entered into a finance agreement with LIFFE which allowed us to finance the costs under the development services agreement signed in March 2003. Under the terms of the finance agreement, we financed 15.1 million pounds sterling ($24.2 million) related to the development services agreement. Amounts financed are due in equal annual installments over three years. Interest was prepaid at the time of the borrowing at an effective rate of approximately 5.6%.

In August 2003, we entered into a relocation services agreement with LIFFE to establish a local data center for the LIFFE CONNECT® system software, to modify the architecture on the software system to include the local data center and to relocate components of the software system to the local data center. The term of the agreement has been extended by mutual agreement of the parties and both parties continue to work to satisfy

their obligations under the agreement obligations. During 2004, we expect to make payments to LIFFE of $10.0 million under the terms of the relocation services agreement.

CME Clearing Services Agreement

In April of 2003, we entered into a clearing services agreement with the CME pursuant to which the CME began providing clearing and related services for some CBOT products on November 24, 2003 and on all CBOT products beginning on January 2, 2004. The initial term of the clearing services agreement is four years, with optional three year renewals. On March 1, 2004, the initial term was extended by one year to January 10, 2009.

Under the terms of the clearing services agreement, we are responsible for costs associated with the establishment and maintenance of all telecommunications equipment and services required under the clearing services agreement. In addition, we will collect a clearing fee on each side of a trade made on our open outcry markets or electronic trading system. A portion of this fee will be payable to the CME for their clearing services provided. The fee payable to the CME varies based on transaction volume and is guaranteed to be at least $4.5 million per quarter.

Ceres Liquidation

We ceased conducting our electronic trading business through Ceres as of December 31, 2003. Ceres was dissolved on December 31, 2003 and is currently in the process of being liquidated with its assets distributed to its partners in accordance with the terms of the Ceres limited partnership agreement. Beginning January 1, 2004, we conducted all of our electronic trading business through eCBOT. As a result of the liquidation of Ceres, the holders of memberships in the CBOT subsidiary will no longer participate in the electronic trading business of the CBOT as limited partners of Ceres, but rather as members of the CBOT. The carrying value of the minority interest of the limited partners of Ceres at December 31, 2002 on our financial statements was zero, as the losses of Ceres that were allocated to the limited partners exceeded the capital of such partners. During 2003, the earnings of Ceres exceeded the accumulated losses through December 31, 2002 and at December 31, 2003, the carrying value of the limited partners' minority interest in Ceres on our financial statements was $62.9 million. In January 2004, $60.3 million was paid to the limited partners of Ceres as a liquidating distribution. About $2.6 million of the limited partners' minority interest was retained in Ceres as a reserve available to satisfy potential future obligations of Ceres. As of September 30, 2004 the reserve had a balance of $1.5 million. It is currently expected that the remaining assets of Ceres will be distributed to its limited partners in the fourth quarter of 2004.

OneChicago, LLC Venture

In October 2001, we became a minority interest holder in the venture OneChicago, LLC which we refer to as OneChicago with the CBOE and the CME. OneChicago is a for-profit company whose business is to facilitate the electronic trading of single-stock futures. Pursuant to the joint venture agreement, we were obligated to make capital contributions of approximately $1.0 million, which was satisfied in February 2002. While not obligated to make further capital contributions to OneChicago, we may elect to participate in additional capital requests to maintain our relative ownership in OneChicago. We have made such voluntary contributions totaling approximately $1.9 million as of September 30, 2004.

Legal Issues

We have been named as a defendant in various lawsuits.

On August 26, 2002, we entered into a settlement agreement with eSpeed, Inc. and Electronic Trading Systems Inc., to settle a patent rights lawsuit brought by eSpeed, Inc. in the United States District Court for the Northern District of Texas, Dallas Division, alleging that the CBOT, the CME and their suppliers had infringed

upon the patents of eSpeed, Inc. In accordance with the patent rights settlement agreement, we are obligated to pay $15.0 million over a five-year period, which consisted of payments of $5.0 million made in September 2002, $2.0 million made in September 2003, and $2.0 million made in September 2004, with three subsequent annual payments of $2.0 million. The effect of the patent rights settlement agreement was recorded in the third quarter of 2002 and, net of amounts previously accrued, was approximately $10.7 million of expense ($6.3 million after tax). This amount is net of a discount of $1.3 million arising from the determination of the present value of the foregoing annual payments using a 4.7% discount rate.

In October 2003, a lawsuit was filed in the U.S. District Court of the District of Columbia by Eurex U.S. against the CBOT and the CME alleging that the CBOT and CME have engaged in anti-competitive behavior. On December 12, 2003, the CBOT filed in the U.S. District Court for the District of Columbia a motion to dismiss the amended complaint and a motion to transfer the action to the U.S. District Court for the Northern District of Illinois. The CBOT's grounds for dismissal included Eurex's failure to state a cause of action under U.S. antitrust laws and Eurex's inability to demonstrate any harm to competition resulting from the CBOT stating its views on Eurex's pending application to become a U.S. regulated exchange. On September 2, 2004, the United States District Court for the District of Columbia granted the CBOT's motion to transfer the case to the United States District for the Northern District of Illinois. The District Court denied the CBOT's motion to dismiss as moot in light of its ruling on the transfer motion.

In February 2004, we entered into a settlement agreement to settle a lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs in the Circuit Court of Cook County, Illinois over the proposed allocation of equity in a restructuring of the CBOT. Under the terms of the settlement agreement, we are obligated to pay $3.5 million in attorney fees and expenses upon entry of a final judgment order by the Circuit Court of Cook County, Illinois County Department, Chancery Division. In addition, upon an affirmative vote by CBOT members in favor of a restructuring, we are obligated to pay an additional $4.0 million in attorney fees, provided that such a vote occurs within 5 years from the final judgment order and that a restructuring is completed within 3 years from the date of the first vote by CBOT members regarding a restructuring.

On May 18, 2004, the Circuit Court of Cook County, Illinois entered an order granting preliminary approval of the settlement agreement. On September 10, 2004, the court conducted a hearing on the fairness of the settlement agreement. On September 20, 2004, the court entered a final order, approving the settlement agreement as fair, reasonable and adequate and in the best interests of the CBOT and all of its members.

On October 20, 2004, the statutory period for appeals of the court's final order expired and the order became final and non-appealable. Upon expiration of the statutory period for filing a notice of appeal, counsel for the plaintiff class representatives became entitled to the initial payment of attorneys' fees in the amount of $3,500,000 plus interest at the Prime Rate minus one percent.

On May 7, 2004 the CBOT, the CME, the CBOE and OneChicago, LLC were sued in the U.S. District Court for the Northern District of Illinois for alleged infringement of United States patent 5,963,923 entitled "System and Method for Trading Having Principal Market Maker." The CBOT filed an answer to the complaint on June 28, 2004. A claim construction hearing is scheduled for December 1, 2004.

CBOT management believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on the CBOT's financial position, results of operations or cash flows.

Critical Accounting Policies

The information provided below describing critical accounting policies is pursuant to SEC Financial Reporting Release No. 60 directing registrants to include a discussion of "critical" accounting policies or methods used in the preparation of financial statements.

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the reported amounts in the financial statements. Actual amounts could differ from those estimates. The following represents those critical accounting policies where materially different amounts would be reported under different conditions or using different assumptions.

Receivables

At December 31, 2003, accounts receivable, net of allowances, were $33.2 million. Net receivables were determined based upon our evaluation of known requirements, aging of receivables, historical experience and the current economic environment. Amounts associated with potential bad debts, net of expected recoveries, are reflected in net accounts receivable. These types of allowances are reflected as a reduction of revenue upon the determination that such allowances are reasonably estimatible and probable. While we believe we have appropriately considered known or expected outcomes, our customers' ability to pay their obligations, including those to us, could be adversely affected by such factors as contraction in exchange trading volume or a general decline in the economy.

Exchange Fee Rebates

Clearing firms designate the membership/customer status for each trade submitted to the CBOT, which determines the exchange fee rate applied to the trade. If clearing firms subsequently identify errors in the designations of the membership/customer status, they may request a rebate for the incorrectly charged exchange fee rate. Prior to October 1, 2001, clearing firms could submit requests for adjustments relating to trading activity during the past five years. Subsequent to October 1, 2001, the period for adjustment was reduced to one year. We provide an accrual for exchange fee rebates based on our historical pattern of rebates processed, and records the liability as a reduction of exchange fee revenue. We regularly analyzes the historical rebate trend and makes adjustments to recorded reserves as appropriate. Rebates charged against exchange fee revenue in 2003 amounted to approximately $2.8 million, or 1 percent of gross exchange fee revenue. A one-percentage point increase in the rebates to related gross exchange fee revenue would decrease net sales and operating income by approximately $2.8 million.

The following provides a reconciliation of the accrual for exchange fee rebates, as of, and for the years ended December 31, (in thousands):

	2003	2002	2001
Accrual for exchange fee rebates—beginning of year	$ 2,568	$ 3,899	$3,381
Provision	2,846	2,160	1,163
Payments	(1,063)	(3,491)	(645)
Accrual for exchange fee rebates—end of year	$ 4,351	$ 2,568	$3,899

Real Estate Taxes

We own three buildings in the downtown Chicago area. Real estate taxes are assessed on these buildings based upon the market value as determined by the taxing agency. Real estate taxes are received and payable in the year following the assessment year. Therefore, we must estimate the real estate tax liability for a year before the actual assessment has been determined. We use historical increases in tax rates, as well as the assistance of outside real estate counsel, to determine the appropriate real estate tax liability to record.

Long-lived Assets

Long-lived assets to be held and used by us are reviewed to determine whether any events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. We base our evaluation on

such impairment indicators as the nature of the assets, the future economic benefit of the assets, any historical or future profitability measurements, as well as other external market conditions or factors that may be present. If such impairment indicators are present that would indicate that the carrying amount of the asset may not be recoverable, we determine whether an impairment has occurred through the use of an undiscounted cash flows analysis of assets at the lowest level for which identifiable cash flows exist. In the event of an impairment, we recognize a loss for the difference between the carrying amount and the estimated value of the asset as measured using quoted market prices or, in the absence of quoted market prices, a discounted cash flow analysis.

Pension and Post-retirement Benefits

We offer pension benefits and post-retirement health care benefits to many of our employees. We engage outside actuaries to calculate our obligations and costs under these programs. With the assistance of outside actuaries, we must develop long-term assumptions, the most significant of which are the health care cost trend rate, discount rate and the expected return on plan assets which for 2003, we estimated to be 11.0%, 6.0% and 8.5%, respectively. A difference between the assumed rates and the actual rates, which will not be known for decades, can be significant in relation to the obligations and the annual cost recorded for these programs. Note 6 to the consolidated financial statements describes the impact of a one-percentage point change in the health care cost trend rate; however, there can be no certainty that a change would be limited to only one percentage point.

Litigation

We account for litigation losses in accordance with Statement of Financial Accounting Standards ("SFAS") No. 5, *Accounting for Contingencies.* Under SFAS No. 5, loss contingency provisions are recorded for probable losses at management's best estimate of a loss, or when a best estimate cannot be made, a minimum loss contingency amount is recorded. Accordingly, we are often initially unable to develop a best estimate of loss, and therefore the minimum amount, which could be zero, is recorded. We have no recorded reserve for legal proceedings as management does not believe there is a probable or estimable loss.

Market Risk

We provide markets for trading futures and options on futures. However, we do not trade futures and options on futures for our own account. We invest available cash in highly liquid, short-term investment grade paper. We do not believe there is significant risk associated with these short-term investments. Our long-term debt pays interest at a weighted fixed rate of 6.37%. Based on a comparison of the terms of our existing long-term debt and the terms currently available for similar borrowings, management estimates the fair value of the long-term debt approximates the carrying value. A one percent change in interest rates would change the fair value of long-term debt by approximately $1.1 million.

Foreign Currency Risk

We have from time to time entered into arrangements that are related to the provision of our electronic trading software that are denominated in euros and pounds sterling. As a result, we are exposed to movements in foreign currency exchange rates. The primary purpose of our foreign currency hedging activities is to manage the volatility associated with foreign currency purchases of materials and services and liabilities created in the normal course of business. We do not rely on economic hedges to manage risk.

We enter into forward contracts when the timing of the future payment is certain. When the exact foreign currency amount is known, such as under fixed service agreements, we treat this as a firm commitment and identify the hedge instrument as a fair value hedge. When the foreign currency amount is variable, such as under variable service agreements, we treat this as a forecasted transaction and identify the hedge instrument as a cash flow hedge. At the time we enter into a forward contract, the forecasted transaction or firm commitment is identified as the hedged item and the forward contract is identified as the hedge instrument. We measure hedge

ineffectiveness using the forward rates for hedges at each reporting period. In all forward contracts, the critical terms of the hedging instrument and the hedged item match. At each reporting period we verify that the critical terms of the contract continue to be the same.

In connection with our arrangements with Eurex, we previously utilized foreign currency forward contracts that we identified as cash flow hedges. These cash flow hedges were intended to offset the effect of exchange rate fluctuations on forecasted purchases of variable monthly services denominated in euros. These contracts designated as cash flow hedges had notional amounts approximating $3.4 million (3.1 million euros) at December 31, 2003 and $16.0 million (15.8 million euros) at December 31, 2002. Gains and losses on these instruments were deferred in other comprehensive income (OCI) until the underlying transaction was recognized in earnings. Gains before income taxes of approximately $0.1 million and $0.2 million were deferred in OCI at December 31, 2003 and December 31, 2002, respectively, and were reclassified into general and administrative expense as the underlying transactions were recognized. There were no gains or losses recorded on these cash flow hedges related to hedge ineffectiveness.

We currently utilize foreign currency forward contracts that we identified as fair value hedges. These are intended to offset the effect of exchange rate fluctuations on firm commitments for purchases of fixed annual and quarterly services denominated in pounds sterling associated with our arrangements with LIFFE. These contracts designated as fair value hedges had notional amounts approximating $7.7 million (4.4 million pounds sterling) and $56.2 million (32.5 million pounds sterling) at December 31, 2003 and at September 30, 2004, respectively. Gains and losses on these hedge instruments, as well as the gains and losses on the underlying hedged item, are recognized currently in general and administrative expense. There were no gains or losses recorded on these fair value hedges related to hedge ineffectiveness.

Recent Accounting Pronouncements

In August 2001, the Financial Accounting Standards Board or "FASB", issued SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, which addresses the financial accounting and reporting for the impairment or disposal of long-lived assets. This statement supercedes SFAS No. 121, *Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of*, and the accounting and reporting provisions of APB No. 30, *Reporting the Results of Operations—Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions*, for disposal of a segment of a business. The adoption of SFAS No. 144, in January 2002, did not have an impact on our financial position or results of operations.

In November 2002, the FASB issued FASB Interpretation No. ("FIN") 45, *Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others*. FIN 45 requires that upon issuance of a guarantee, the guarantor must recognize a liability for the fair value of the obligation it assumes under that guarantee. The disclosure provisions of FIN 45 are effective for financial statements that end after December 15, 2002. The provisions for initial recognition and measurement are effective on a prospective basis for guarantees that are issued or modified after December 31, 2002. The adoption of FIN 45 did not have an impact on our consolidated financial statements for the year ended December 31, 2003.

In June 2001, the FASB issued SFAS No. 143, *Accounting for Asset Retirement Obligations*, which addresses the financial accounting and reporting for obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and (or) the normal operation of a long-lived asset. This statement amends SFAS No. 19, *Financial Accounting and Reporting by Oil and Gas Companies*. The adoption of SFAS No. 143 did not have an impact on our financial position or results of operations.

In June 2002, the FASB issued SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*, which addresses financial accounting and reporting for costs associated with exit or disposal activities. SFAS No. 146 nullifies Emerging Issues Task Force (EITF) Issue No. 94-3, *Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (Including Certain Costs Incurred in a Restructuring)*. The adoption of SFAS No. 146 did not have an impact on our financial position or results of operations.

In December 2002, the FASB issued SFAS No. 148, *Accounting for Stock-Based Compensation—Transition and Disclosure*, which amends SFAS No. 123, *Accounting for Stock-Based Compensation*. SFAS 148 provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock- based employee compensation. (Under the fair value based method, compensation cost for stock options is measured when options are issued.) In addition, SFAS No. 148 amends the disclosure requirements of SFAS No. 123 to require more prominent and more frequent disclosures in financial statements of the effects of stock-based compensation. The transition guidance and annual disclosure provisions of SFAS No. 148 are effective for fiscal years ending after December 15, 2002, with earlier application permitted in certain circumstances. The adoption of SFAS No. 148 did not have an impact on our financial position or results of operations.

In January 2003, the FASB issued FIN 46, *Consolidation of Variable Interest Entities*. FIN 46 clarifies the application of Accounting Research Bulletin No. 51 (“ARB 51”), Consolidated Financial Statements, to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. FIN 46 will require the consolidation of a variable interest entity whereby an enterprise will absorb a majority of the entity’s expected losses if they occur, receive a majority of the entity’s expected residual returns if they occur, or both.

In December 2003, the FASB issued FIN 46R *Consolidation of Variable Interest Entities*, an interpretation of ARB 51 (as revised December 2003). The primary objectives of FIN 46R are to provide guidance on the identification of entities for which control is achieved through means other than through voting rights (Variable Interest Entities) and how to determine when and which business enterprise should consolidate the Variable Interest Entity (the Primary Beneficiary). The disclosure requirements of FIN 46R are required in all financial statements issued after March 15, 2004, if certain conditions are met. We do not have any variable interest entities and therefore, FIN 46R will not impact our financial statements.

In May 2003, the FASB issued SFAS No. 150, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*. This Statement is effective for financial instruments entered into or modified after May 31, 2003 and establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The adoption of SFAS No. 150 did not have an impact on our financial position or results of operations.

In December 2003, the FASB issued SFAS No. 132 (revised December 2003) (“SFAS No. 132R”), *Employers’ Disclosures about Pensions and Other Postretirement Benefits* to revise employers’ disclosures about pension plans and other postretirement benefit plans. It does not change the measurement or recognition of those plans required by FASB Statements No. 87, *Employers’ Accounting for Pensions*, No. 88, *Employers’ Accounting for Settlements and Curtailments of Defined Benefit Pension Plans and for Termination Benefits*, and No. 106, *Employers’ Accounting for Postretirement Benefits Other Than Pensions*. This Statement retains the disclosure requirements contained in SFAS No. 132, *Employers’ Disclosures about Pensions and Other Postretirement Benefits*, which it replaces. Additional disclosures include information describing the types of plan assets, investment strategy, measurement date(s), plan obligations, cash flows, and components of net periodic benefit cost recognized during interim periods. SFAS No. 132R is effective for financial statements with fiscal years ending after December 15, 2003. The interim-period disclosures required by this Statement are effective for interim periods beginning after December 15, 2003. As of December 31, 2003, the CBOT has adopted the disclosure requirements of SFAS No. 132R.

Quarterly Comparisons

Our operating results may fluctuate as a result of, among other things, trading volume. The information below sets forth by quarter our income statement data for the nine months ended September 30, 2004 and the years ended December 31, 2003 and 2002 (in thousands):

	Nine Months Ended September 30, 2004		
	1st Quarter	2nd Quarter	3rd Quarter
Revenues	$ 100,885	$ 102,096	$ 93,575
Expenses	74,236	73,773	73,975
Income from operations	$ 26,649	$ 28,323	$ 19,600
Net income	$ 16,018	$ 16,522	$ 12,166

	Year Ended December 31, 2003			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Revenues	$ 81,544	$ 95,932	$ 104,918	$ 98,908
Expenses	55,871	66,696	64,617	78,397
Income from operations	$ 25,673	$ 29,236	$ 40,301	$ 20,511
Net income	$ 14,832	$ 9,861	$ 6,864	$ (850)

	Year Ended December 31, 2002			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Revenues	$ 72,803	$ 75,401	$ 86,517	$ 73,552
Expenses	60,171	52,963	66,535	70,283
Income from operations	$ 12,632	$ 22,438	$ 19,982	$ 3,269
Net income	$ 7,278	$ 13,470	$ 11,667	$ 1,896

In both the first and second quarter of 2004, we recorded $4.7 million of membership dues revenue. The dues assessment was made to provide us with adequate funds to meet increased financial demands associated with competitive pressures such as the launch of Eurex US. The need for an additional dues levy was reviewed by the board of directors in July 2004 at which time it was decided that an additional dues levy was unnecessary.

In the fourth quarter of 2003, we recorded $3.4 million in charges related to support agreements for the new electronic trading system that became operational during November, as well as $2.7 million in depreciation on assets placed into service related to the new electronic trading system.

In the second, third and fourth quarters of 2003, we recorded minority interest in the income of a subsidiary of $12.8 million, $28.3 million and $21.8 million, respectively. We only recognize minority interest in this subsidiary when we have accumulated net income. Since the subsidiary had accumulated losses prior to the second quarter of 2003, no minority interest was recorded previously.

In the first quarter of 2002, we recorded a $6.2 million pretax charge to eliminate the carrying value of the a/c/e system software, as our ownership of the a/c/e system software was replaced with a licensing agreement.

In the third quarter of 2002, the effect of patent litigation was recorded and, net of amounts previously accrued, was $10.7 million of expense.

In the fourth quarter of 2002, we recorded employment termination costs related to the general release and separation agreement with our former President and Chief Executive Officer of $3.4 million.

OUR BUSINESS

Overview

Established in 1848, we are a leading futures and options on futures exchange. CBOT members trade over 50 different futures contracts and options on futures contracts on our markets through our open outcry markets and/or our electronic trading system. According to publicly reported data, we are currently the third largest futures exchange in the world based on contract volume for futures and options on futures contracts for the year ended December 31, 2003. The volume of contracts traded on our markets in 2003 was about 454 million contracts, which was a record number of contracts traded on our markets in any given year. In October 2004, we broke this previous record with about 494 million contracts traded on our markets year to date in 2004.

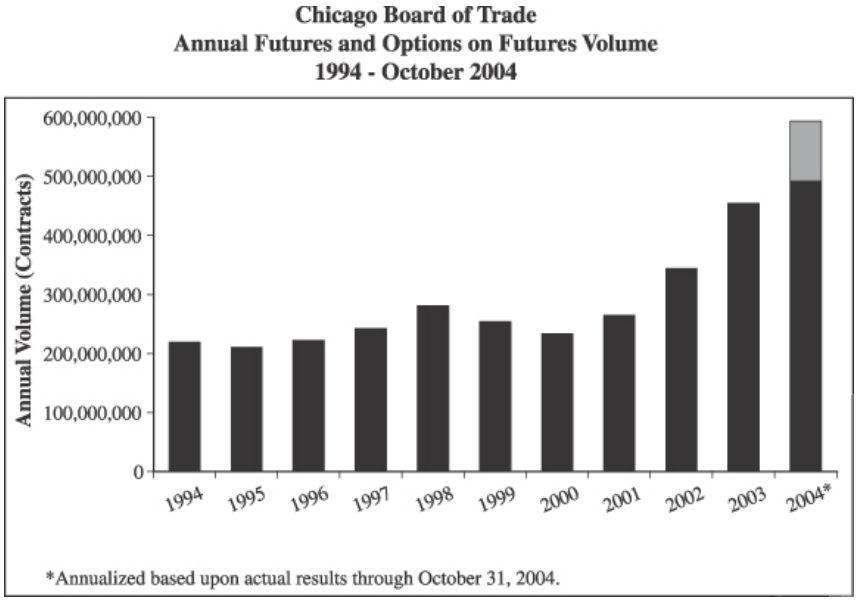
We offer markets in futures contracts and options on futures contracts in four broad product categories: agricultural products, interest rate products, stock market indices and metals. In particular, we offer markets in agricultural products such as wheat, corn, soybeans and rough rice and interest rate products such as U.S. Treasury bonds and notes, Federal Funds Rate, interest rate swaps, municipal bonds and notes, and German debt instruments, including Bunds, Bobls and Schatz. In addition, our stock market index markets include the Dow Jones Industrial Average and our metals markets include full-sized and mini-sized contracts for gold and silver.

As a general matter, futures contracts are contracts made to buy or sell a commodity or financial instrument at a specific date in the future, which are standardized according to the quality, quantity and delivery time and location for the underlying commodity or financial instrument. Options on futures contracts are contracts that provide the buyer the right and the seller the obligation to buy or sell, respectively, a futures contract at a certain price for a limited period of time. Futures contracts and options on futures contracts provide the means for hedging (or risk management), speculation and asset allocation, and are used in nearly all sectors of the global economy.

Because of its ease of use and its many economic benefits, trading of futures contracts and options on futures contracts has expanded to include numerous and varied markets throughout the world. The increased importance of futures contracts can be seen in the dramatic growth in contract volume traded over the past decade. We believe that this growth is a result of the need for efficient forward pricing and risk management mechanisms. Futures exchanges such as the CBOT enable raw material producers and users, financial intermediaries, and international trading firms to manage their price, interest rate, and exchange rate risk. Further, speculators throughout the world can interpret the information that converges on our exchange floor to enter the futures markets as investors.

Our business is comprised of two operating segments: exchange trading operations and real estate operations. Exchange trading operations consist of both traditional open outcry trading activities and electronic trading platform activities, as well as the sale of related market data and the provision of clearing services. Real estate operations consist of rental and management activities related to the buildings that we own. A more detailed discussion of these segment activities follows.

The following chart depicts the growth in annual futures and options on futures contract volume traded on the CBOT since 1994:



Source: CBOT records

From our origins as a market for trading cash grain, we have evolved into a major financial center, offering a diverse range of contracts based on interest rates, agricultural commodities, equity and equity indices, metals and other underlying instruments and risk-based activities. These contracts have been developed through our extensive research and development efforts and through relationships with market participants and other financial institutions. We offer our members the ability to execute transactions in our open outcry markets which provide our members with a centralized location to meet and transact with other members and on our electronic trading system which is operated pursuant to our relationship with LIFFE. Members may be individual traders, who risk their personal capital and provide significant liquidity to our markets, or floor brokers who are executing transactions on behalf of customers or member firm proprietary accounts.

We also engage in extensive regulatory compliance activities, including market surveillance and financial supervision activities, designed to ensure market integrity and provide financial safeguards for users of our markets. Our electronic trading system and traditional open outcry systems provide market participants the ability to determine current market prices, known as “price discovery,” and trade-matching services that offer market participants price transparency, anonymity and immediacy. Further, we market and distribute valuable real-time and historical market data generated from trading activity in our markets to users of our products and related cash and derivative markets and financial information providers.

Our market participants include many of the world’s largest banks, investment firms and agricultural corporations. Other market users include financial institutions, such as public and private pension funds, mutual funds, hedge funds and other managed funds, insurance companies, corporations, commercial banks, professional

independent traders and retail customers. Our users can be broadly categorized as hedgers or speculators, depending on whether they transfer risk or accept risk. Hedgers are market participants who seek to transfer price risk in an underlying commodity, e.g., soybeans, or a financial instrument, such as U.S. Treasury bonds. Speculators, on the other hand, accept price risk and attempt to make profits through buying and selling futures contracts by anticipating price changes and generally have no interest in making or taking delivery of the underlying commodity or instrument.

Industry

Futures contracts were developed primarily in the midwestern United States during the mid-1800s as a mechanism to assist agricultural producers and commercial users to manage the price risks they faced as a result of problems associated with supply and demand, transportation and storage of crops. The CBOT, generally recognized as the first organized exchange for futures contracts, was organized in 1848. By the mid-1860s, most of the features of modern futures contracts were being utilized by the CBOT and its participants, including standardized quality, quantity, and time and location of delivery as well as a margining system, that is, a system for depositing funds with the exchange to guarantee performance of futures contracts.

The futures industry that developed in the late-1800s and early-1900s largely served agricultural producers and commercial users. However, the advent of futures contracts based upon financial futures, which developed following the move towards floating exchange rates between U.S. and Western European countries in the early 1970s, greatly expanded the uses and benefits of futures contracts. Today, the futures industry makes available for trading futures contracts based upon interest rates, agricultural commodities, currencies, equities and equity indices, and other underlying instruments and risk-based activities.

We believe there are currently approximately 57 futures exchanges located in approximately 33 countries. The top 15 futures exchanges in order of volume of futures and options on futures contracts for the year ended December 31, 2003 based on publicly reported data are: Eurex, a joint venture of Deutsche Börse and the Swiss Exchange, CME, CBOT, London International Financial Futures and Options Exchange, Mexican Derivatives Exchange, New York Mercantile Exchange, Bolsa de Mercadorias & Futuros, Tokyo Commodities Exchange, Shanghai Futures Exchange, London Metals Exchange, Korea Stock Exchange, Sydney Futures Exchange, Singapore Futures Exchange, International Petroleum Exchange and National Stock Exchange of India. Based on this data, in the United States, the top four futures exchanges are the CME, the CBOT, the New York Mercantile Exchange and the New York Board of Trade.

Presently, the futures industry is experiencing significant and rapid changes due to relaxation of regulatory barriers and advances in technology. Foreign exchanges and exchange-like enterprises operated by or for banks and broker-dealers have gained increased access to U.S. markets as a result of regulatory changes. The ability of computer and telecommunications systems today to efficiently and economically bring buyers and sellers together presents new challenges to centralized open outcry auction markets. These changes are lowering barriers to entry and creating a lower-cost business model, forcing traditional open outcry exchanges to streamline their operations and reduce costs. We believe that large market users and the threat of competition have forced exchanges to seek more efficient trading, processing and clearing facilities. Collectively, these developments are changing the way the futures industry operates.

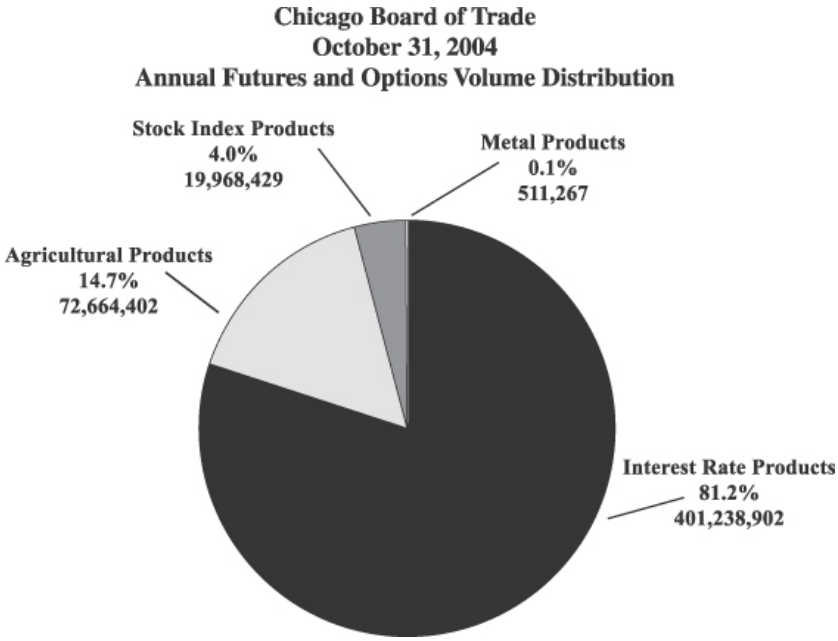
Products

We believe that the range and diversity of the products that may be traded on our exchange facilities contributes significantly to our success. We offer markets in futures contracts and options on futures in four product categories: agricultural products, interest rate products, stock market indices and metals. We have a business development division to support market participants and foster the trading and development of current and future products. Our business development staff meet regularly with market users, members and clearing members to determine whether our current products, facilities and services meet the participants' needs and

whether modifications or enhancements are necessary. Our business development staff also develop new product ideas in consultation with market users and other financial institutions. For example, in 2003 we launched mini-sized Dow futures-options, the first all electronic options products, in response to a perceived market need.

The following chart depicts the distribution of trading volumes across our four major product categories for the ten months ended October 31, 2004:

- agricultural products;
- interest rate products;
- stock index products; and
- metal products



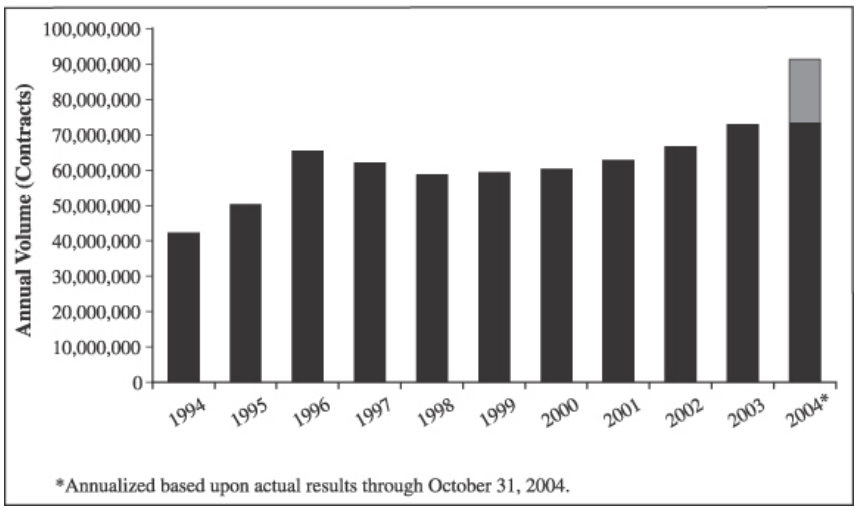
Source: CBOT records

Agricultural Products

Agricultural products are the core product area from which we started. We have maintained a strong franchise in our agricultural products, including contracts based on soybeans, soybean oil and meal, corn, wheat, oats, rough rice and other agricultural commodities. Our market users include agricultural producers, grain elevators, food processors and retail customers. Our agricultural products represented about 15% of all contracts

traded at the CBOT in the ten months ended October 31, 2004. Our trading volumes in these products since 1994 are illustrated in the following chart. We believe that continuing consolidation and restructuring in the agricultural sector and the reduction or elimination of government subsidies could provide growth in our agricultural markets as large producers and processors are more likely to adopt formal hedging and risk management programs.

Chicago Board of Trade
Annual Agricultural Futures and Options Volume
1994 through October 2004

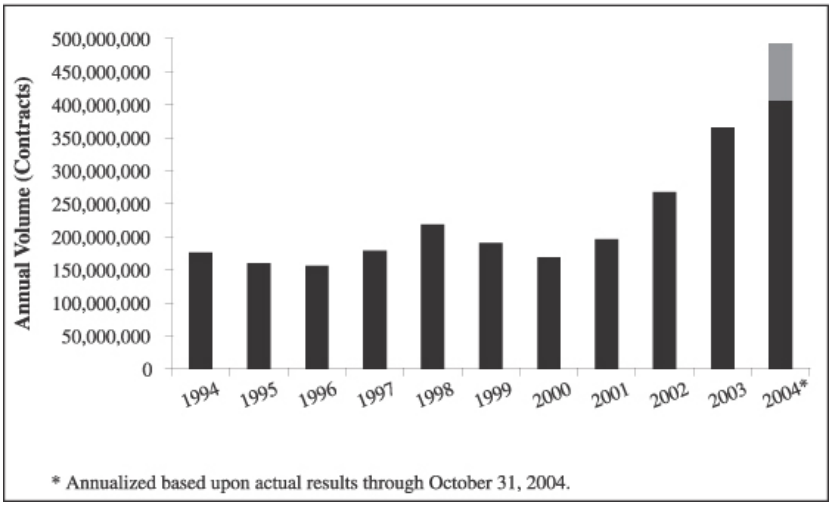


Interest Rate Products

Eighty-one percent of all of the contracts traded at the CBOT during the ten months ended October 31, 2004 were either financial futures or options on financial futures contracts. Our interest rate product line includes our U.S. Treasury ten-year note futures and options contract, which is currently our largest single product based on trading volume, comprising about 52% of our financial product volume in the ten months ended October 31, 2004. Our other interest rate products include U.S. Treasury bond futures and options, five-year and two-year U.S. Treasury note futures and options, federal agency futures and options, Fed Funds futures, interest rate swap futures, mortgage futures and options as well as municipal note index futures and options. In addition, in April 2004, we began to offer markets for contracts on German debt instruments, including Bunds, Bobls and Schatz futures.

The overall volume of our interest rate products for the ten months ended October 31, 2004 was up 30% compared to the same period of 2003. Volume in our interest rate products continues to constitute a significant part of our business. The following chart indicates the annual trading volume of interest rate futures and options on the CBOT since 1994.

Chicago Board of Trade
Annual Interest Rate Futures and Options Volume
1994 through October 2004



Source: CBOT records

Within interest rate products, 96% of the current year volume relates to contracts on U.S. Treasury securities, which are comprised of contracts on 30-year U.S. Treasury bonds, as well as 10, 5 and 2-year Treasury notes. We believe that the recent growth in trading volume relating to contracts on U.S. Treasury securities is due to macro-economic factors as well as CBOT-specific factors.

Macro-economic factors that we believe affect trading volume relating to contracts on U.S. Treasury securities include volatility in the underlying cash markets for such securities, tightening of credit markets and the level of deficit spending by the U.S. government. Volatility in the underlying cash markets related to U.S. Treasury securities has increased in recent years which we believe has led to increased trading volume relating to contracts on U.S. Treasury securities traded at the CBOT. Also, we believe that recent corporate scandals and associated credit problems have led companies to become more conservative in the management of their credit risk and, therefore, have increased their use of derivative instruments on regulated exchanges such as the CBOT, which is regulated by the CFTC. Finally, we believe that recent deficit spending by the U.S. government has necessitated additional issuances of U.S. Treasury securities by the U.S. government which, in turn, increases trading volume relating to contracts on U.S. Treasury securities.

Some CBOT-specific factors that we believe affect trading volume relating to contracts on U.S. Treasury securities include expanded distribution, lower pricing and the shift from open outcry traded volume to electronic traded volume. During 2003, we expanded the distribution of our products to large European institutional trading firms to attract new trading volume. Also, we lowered the pricing on exchange fees at the beginning of 2003. Our management believes that trading volume may be more price elastic than previously imagined, especially for trading volume associated with customers from Europe. Finally, electronic trading is becoming a more significant source of our trading volume each year. In our experience, products historically offered for trading on

our open outcry markets that are offered for trading on the electronic trading system generally tend to experience significant volume growth following their initial offering for trading on the electronic trading system.

While not certain, we expect that the macro-economic and CBOT-specific factors that contributed to past volume increases will continue to be factors that will drive future volume levels. Therefore, if these same factors continue to exist, we may experience similar increases in contract trading volume. However, additional factors may arise that could offset future increases in contract trading volume or result in a decline in contract trading volume, such as new or existing competition or other events. Accordingly, you should understand that our recent contract trading volume history may not be an indicator of future contract trading volume results.

Market participants take advantage of the flexibility and liquidity of the interest rate products we list. Our market users generally include banks, broker/dealers and other financial institutions, all of whom must cope with interest rate risk that arises naturally from their core business activities, e.g., lending, borrowing, underwriting fixed-income securities, or from their dealing in interest rate swaps, structured derivative products and other over-the-counter products. A significant number of our member firms are affiliates of major domestic and international banks who utilize our interest rate markets for their proprietary trading activities. Asset managers also use our interest rate products to lengthen or shorten the effective duration of their portfolios. We believe that our contracts are especially useful for this purpose where physical restructuring of a portfolio is difficult or where futures transaction costs are less than cash market transaction costs.

Source: CBOT records

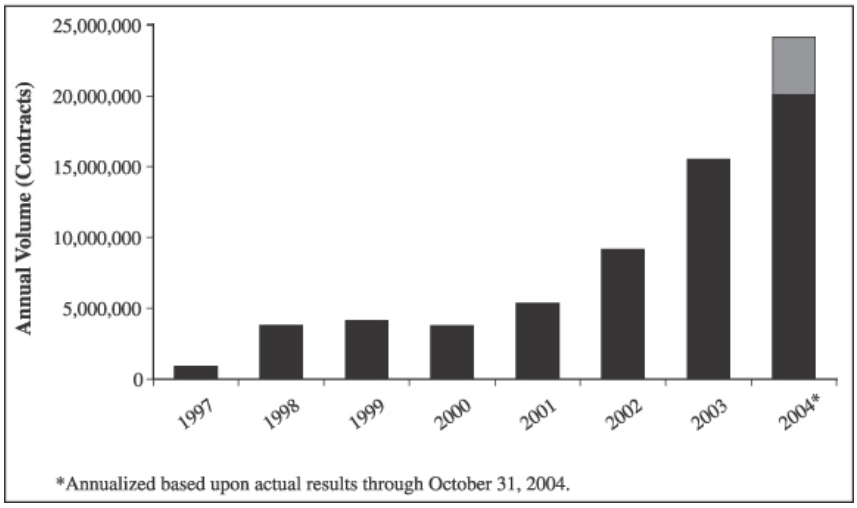
Stock Market Index Products

Futures and options on futures contracts on stock market indices are intended to allow traders and investors the opportunity to invest in the entire market, in selected portions of the market or in the relative performances of the various market sectors relative to one another and relative to the entire market. Market users of these products include public and private pension funds, investment companies, mutual funds, insurance companies and other financial services companies that benchmark their investment performance to different segments of the equity markets. We currently offer futures and options on futures contracts on the Dow Jones Industrial Average^{SM}. In addition, we also offer mini-sized futures and options contracts on the Dow Jones Industrial Average^{SM}.

We are able to offer contracts on the Dow Jones Industrial Average^{SM} as a result of a licensing arrangement we entered into with Dow Jones & Company, Inc. in 1997, which is currently scheduled to terminate in 2007. This arrangement provides us a non-transferable and exclusive worldwide license to use such indices and various other indices published by Dow Jones, including the Dow Jones Transportation Average^{SM}, the Dow Jones Global Indexes^{SM}, the Dow Jones Utilities Average^{SM}, the Dow Jones Composite Average^{SM}, the Dow Jones SmallCap Index^{SM}, the Dow Jones MidCap Index^{SM} and the Dow Jones LargeCap Index^{SM}, as the basis for standardized exchange traded futures and options on futures contracts.

As depicted in the following chart, our equity index product trading volumes have generally increased since the introduction of the Dow Jones indices in late 1997, from about 0.9 million contracts in 1997 to about 15.5 million contracts in 2003. In the ten months ended October 31, 2004, equity index trading volume was about 15.8 million contracts.

Chicago Board of Trade
Annual Stock Index Futures and Options Volume
1997 through October 2004



Source: CBOT records

Metals

For many people, buying and storing metals in the physical form such as coins, bullions or bars is not a practical choice as an investment. The most likely alternatives to purchasing metals in the physical form are some form of stock ownership, futures or options on futures. We currently offer mini-size gold and silver futures contracts. Additionally, we began to offer full-size contracts on gold and silver futures on our electronic platform beginning in October 2004.

Execution Facilities

We offer our members the ability to execute transactions in our open outcry markets, which provide our members with a centralized location to meet and transact with other members, and on our electronic trading system, which is operated pursuant to our relationship with LIFFE.

Open Outcry Trading Markets

We offer our members the ability to execute transactions in our products in our open outcry markets. The types of products available for trading in our open outcry markets by our members varies based upon class of membership. See “—Our Members.”

General. In the traditional open outcry trading environment, traders who risk personal capital, or floor brokers, may execute orders for institutional, commercial, proprietary and retail customers and bid and offer in an open outcry auction arena. This environment facilitates discovery of market prices. We believe that the CBOT has a strong history of providing a venue that offers its users tremendous liquidity, access to trading opportunities, and a reliable and stable trading environment.

Open outcry trading occurs in individual arenas and represented about 38% of our total volume in the first 10 months of 2004. The trading pits are the centralized meeting place for floor brokers and independent traders to trade contracts. Orders for market participants not on the trading floor are relayed to brokers for execution in the trading pits. The trading floors, which cover about 115,150 square feet, have booths surrounding the trading pits from which clearing member firm personnel can communicate with customers regarding current market activity and prices and receive orders either electronically or by telephone. In addition, our trading floors display current market information and news on wallboards hung above the pits.

We have enhanced our open outcry through automation and lower fees to help us maintain liquidity for market users. To do this, we have streamlined processes involving order entry, trade execution and open outcry price discovery. The basis for maintaining an open outcry trading system is our belief that many market participants find this system to be an efficient mechanism for price discovery. The open outcry system leverages our members' market-making expertise by utilizing hundreds of speculators to facilitate liquidity and to provide floor brokers with a mechanism to manage execution risk for customers. We believe that the open outcry system is regarded as having a long-standing history as an environment of integrity, stability and reliability.

Technology Supporting Our Open Outcry Markets. In order to maintain the viability and growth of the open outcry trading markets, we have invested and, to the extent that our resources permit, we plan to continue to invest in technology. We intend to seek to continue our development of technology to provide market participants with rapid, reliable and cost-effective transaction processing. However, we cannot assure you that we will be able to fund technology in the future. This approach will focus on the following applications.

- *Order Transmission Systems.* Our Order Direct application protocol interface enables our members to transmit orders electronically to and from the open outcry trading pits and any other firm or broker, and provides an entry point for Internet-based orders from customers and branch offices. This application has resulted in increased order and confirmation speed, reduced transaction costs, decreased risk of error, improved customer account tracking and bookkeeping and faster clearing reconciliation. eOpenoutcry.com is our web-enabled, browser-based software system that allows trade order entry, execution and confirmation display via the Internet, enhancing member access to the trading floor while reducing transaction costs.

- *Trade Execution Systems.* Our customers may select one of two trade execution systems for executing transactions in our open outcry trading markets. COMET is our booth-based order entry device that fulfills the need for fast and efficient electronic order delivery to the trading floor while preserving the firm's choice of delivery method to the broker. In keeping with the firm's preference, COMET orders may be "flashed" by hand, delivered by wireless headset or delivered electronically to the broker for execution. COMET then enables the trade data to be electronically routed to the firm's bookkeeping system and to the clearing location on a real-time basis.

  In addition, Electronic Clerks are our order receipt and deck management devices for brokers. Using a hard-wired or wireless Electronic Clerk, unit brokers may receive orders from multiple member firms. Orders are automatically organized by price and order type for ease and speed of execution and trade confirmations are automatically returned to the originator.

- *Floor Operations Technology.* Floor operations technology consists of the pricing and quotation network as well as the data network. The pricing and quotation network collects and disseminates in real

time all CBOT pricing data. The internal data network connects futures commission merchants and other building occupants with the floor and one another for all CBOT pricing data. The pricing quotation network comprises price reporters who monitor the price fluctuation in each of the pits and use an electronic data network to communicate this information. As trades are executed, the reporters enter the price data into the pricing network. The price network transmits the data to the wall board display system, the historical data library and the data services network for re-transmittal through information providers such as Bloomberg. The current data network is a traditional wired network. Substantially all futures commission merchant offices have the capability to access the network in order to communicate with other offices and the floor. Most futures commission merchants have external data connections as well as Internet access.

Electronic Trading System

We offer our members and certain non-members who have permission from a CBOT clearing member the ability to execute transactions in most of our products in our electronic trading system.

Generally, trading in our electronic trading system takes place by submitting an order through a trading application (front-end software) into our electronic trading system's central order book. Having received the orders, the electronic trading system's trading host stores all orders in a central order book and performs order matching with corresponding orders (this is an electronic representation of the marketplace) where the criteria for determining order priority is dependent on the contract being traded. An order placed on our electronic trading system may be revised or withdrawn at any time during a trading session prior to its execution. After a trade has been executed on our electronic trading system, confirmation of execution is sent to the trading application. In addition, trade details are also sent from the trading host to the CME/CBOT Common Clearing Link.

The CBOT has made its products available for electronic trading since 1992, initially, on the Globex system, and, beginning in 1994, on Project A®, which was operated through the electronic trading division of Ceres until its decommissioning in August 2000. In August 2000, Project A® was replaced by the a/c/e system, which was the product of an alliance between the CBOT and certain affiliates and Deutsche Borse AG, the Swiss Stock Exchange and their jointly owned subsidiaries, Eurex Zurich AG and Eurex Frankfurt AG.

In January 2004, we replaced the a/c/e system with the LIFFE CONNECT® system, an electronic trading system designed and built by LIFFE. We also understand that the LIFFE CONNECT® system has been selected to serve as the electronic marketplaces of the Tokyo International Financial Futures Exchange, Nasdaq LIFFE Markets and Euronext.liffe to trade a wide range of fixed income and equity derivatives products.

We believe that the LIFFE CONNECT® system is the world's most widely accessible electronic trading system for derivatives, taking markets for our products directly to traders at 556 locations in 26 countries worldwide. In addition to its accessibility and diversity of product offerings with over 250 products currently listed, we believe that the LIFFE CONNECT® system offers the benefits of reliability, high speed transaction executions and the scalability to permit it to handle high trading volumes. Among other benefits, the LIFFE CONNECT® system currently provides its users the following features:

- support for complex trading strategies, recognizing 36 types of strategies, with the opportunity to construct each strategy with up to 32 legs;
- the calculation of "implied" pricing, which provides an instant price for complex strategy trades;
- protections designed to ensure that traders are quoted the best price and that there is no legging risk; that is, all the parts of a strategy will be executed or none at all;
- two options for market structure, including price/time priority and pro-rata algorithms; and
- dynamic price limits, which move automatically with the market, reducing the potential for mis-trades that periodically affect other markets.

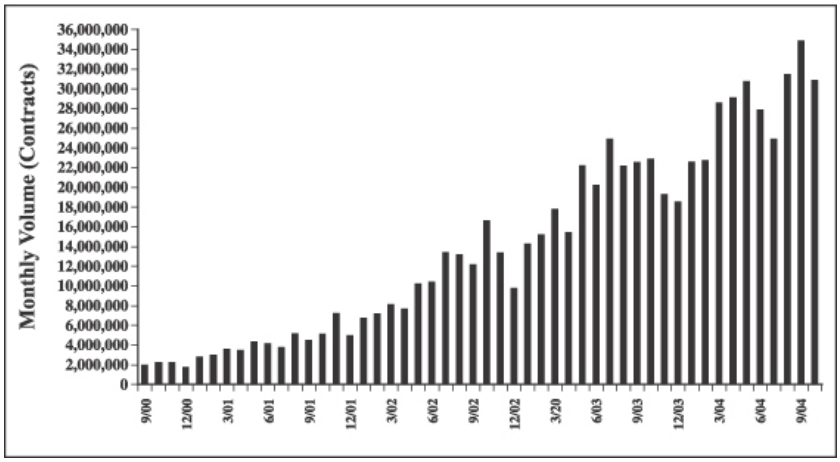
In addition, we believe that the LIFFE CONNECT® system has a widely accepted application programming interface making it easy and economical for independent software vendors and member developers to build front-ends for users. More than 15 independent software vendors have built front-end trading applications specific to the requirements of brokers, market makers and proprietary traders.

In order to facilitate connectivity to the LIFFE CONNECT® system, there are now six points of presence (POPs) that route orders to the host. These POPs are located in major financial centers, including Chicago, New York, London, Paris, Amsterdam and Gibraltar. This arrangement offers flexibility and choice of connections, including direct access through our electronic trading system's network, access through a service provider (SP) or access through a member's own network.

We currently operate the LIFFE CONNECT® system as our electronic trading system pursuant to a license agreement with LIFFE that provides us a license to use the LIFFE CONNECT® system software for a period of five years, commencing November 24, 2003. In addition, we have entered into various other agreements with LIFFE related to the operation and support of the LIFFE CONNECT® system.

The chart below illustrates monthly contract trading volume on our electronic trading system for the months of September 2000 through October 2004:

Chicago Board of Trade
Monthly Electronic Trading System Volume
September 2000 - October 2004



Source: CBOT records

Clearing Services

We provide a full range of clearing services for every contract traded through our exchange, whether executed in our open outcry markets or electronic trading system. In November 2003, we began to transition clearing services for certain products to the CME, clearing through the CME/CBOT Common Clearing Link. The CBOT had discretion in selecting the CME from alternative service providers. In addition, in this arrangement, we are the primary obligor, have sole latitude in establishing prices charged to our customers, determine the

service specifications and bear the credit risk. As a result of the factors, we account for clearing fee revenue and clearing services expense on a gross basis in accordance with EITF 99-19. In addition to clearing services, the CME/CBOT Common Clearing Link allows us to provide processing for all clearing functions, including post-execution trade processing, position management, collateral management and settlement. A single clearing guarantee fund covers both CBOT and CME products, with the combined assets maintained by the CME clearing house.

Prior to the establishment of the CME/CBOT Common Clearing Link in January 2004, our members cleared transactions through another third-party clearing services provider, Board of Trade Clearing Corporation. We terminated our arrangements with this provider in order to provide our clearing members the benefits of the CME/CBOT Common Clearing Link. These benefits include:

- all position reporting and open interest calculation for the CBOT and CME are done only once and in the same, consistent manner;
- firms do not have to incur the expenses associated with moving collateral between two clearing houses, eliminating the need for costly operational support of a cross-margin arrangement between the CBOT and CME;
- reduced contributions by firms to risk capital pools or guarantee funds;
- reductions in direct clearing-related fees (transaction fees and ancillary fees);
- operational efficiencies created by firms being able to combine clearing operations for two exchanges into a single back office; and
- simplified business practices (i.e., a single set of systems interfaces, including formats for data files, trade messages and reports and a standardized online interface).

Market Data

Our markets generate valuable information regarding the prices of our products and the trading activity in those markets. We sell our market data, which includes bids, offers, trades and trade size, to vendors who redistribute the data to persons or entities that use our markets or that monitor general economic conditions. Such persons and entities include financial information providers, futures commission merchants, banks, broker-dealers, public and private pension funds, investment companies, mutual funds, insurance companies, hedge funds, commodity pools, individual investors and other financial services companies or organizations.

We believe the market data supplied by the CBOT enhances trading activity in our products and trading activity in related cash and derivatives markets. The dissemination of real-time data generates revenue and supports our customer bases with timely market information. In general, the price information is sent via dedicated networks to over 140 worldwide quote vendors and subvendors. These firms consolidate our market data and information with data from other exchanges and third party data and news services and the firms resell the consolidated data and information to their subscribers. These quote vendors distribute our market data through dedicated networks, the Internet and wireless handheld devices.

As of September 30, 2004, our market data was displayed on about 140,000 screens worldwide. Revenue from market data represented about 16% of our total revenue in the nine months ended September 30, 2004. Our annual revenue from market data has recently declined to under $56 million in 2003 from a high of more than $66 million in 2001 due to industry consolidation, which reduced the total subscription demand for market data. If we continue to experience declining subscription levels, we can expect to continue to lose market data fee revenue if we are unable to recover that lost revenue through terminal usage fees, transaction fees or the development of alternative market data products.

Building Services

Our building services division operates the CBOT's commercial real estate assets. In total, we own and manage three buildings, with over 1.5 million square feet of commercial space in the aggregate, in the central

business district of the City of Chicago. As of September 30, 2004, the buildings were about 85% occupied, with about 35% of the total space used by the CBOT itself.

Tenants pay market rates for rent. The majority of tenant leases have terms of three to five years, with large tenants having leases for up to fifteen years. As of September 30, 2004, the largest tenant, other than the CBOT itself, leased 4% of the rentable area and the next five largest tenants leased about 13% of our commercial space. We manage both the real estate and the general services relating to such real estate such as cleaning, power and telephone services. Building services generated about 5% of our total revenue in the nine months ended September 30, 2004.

We have spent considerable resources so that all three buildings have advanced electrical, mechanical and telecommunication infrastructure and services. The demographics of the tenants of our commercial space have begun to widen beyond traditional brokerage/trading service firms to include other financial services firms, which we believe is due to the location and desirable electrical, telecommunications and mechanical infrastructure of our buildings.

We are currently planning an $18.5 million, two-year renovation that will include cleaning and renovating the limestone facade, elevator modernization, lobby renovation and other infrastructure improvements. In addition, we plan to update the lighting in the lobby. Our objective is to make the 141 W. Jackson building more appealing for office tenants.

On June 23, 2004, a proposal was approved by the Chicago City Council redesignating the property-tax classification for our landmark building at 141 W. Jackson in Chicago as “Class L” in order to help us renovate it. The Class L classification is expected to lower our property taxes by about $17 million over 12 years, beginning in 2006. The reduction in property-tax assessments associated with the Class L designation is available to owners renovating landmark buildings. The north facade and lobby of the 141 W. Jackson building have been city landmarks since 1977, but a separate ordinance extended a protected status to all four facades.

Marketing and Advertising

Our marketing department targets both institutional and retail customers. Our marketing programs for institutional customers are designed to educate highly sophisticated traders, portfolio managers, corporate treasurers and other market professionals about innovative uses of our products, such as new hedging and risk management strategies. We also seek to educate these users about changes in product design, margin requirements and new clearing services. Our marketing typically involves the development of personal relationships with professional traders who actively use our markets. We participate in a number of domestic and international trade shows and seminars regarding futures and options and other marketing events designed to inform market users about our products. Through these relationships and programs, we attempt to determine the needs of our customer base and we use this information in our product development and product maintenance efforts.

Our advertising strategy is based on both targeted direct contact and cooperative venture advertising techniques. We utilize direct mail, electronic mail and fax networking extensively. We also support CBOT product-specific advertising.

Competition

According to publicly reported data, we are currently the third largest futures exchange in the world based on contract volume for futures and options on futures contracts for the year ended December 31, 2003. The top fifteen futures exchanges in order of volume of futures and options on futures contracts for the year ended December 31, 2003 based on publicly reported data are:

Ÿ Eurex, a joint venture of Deutsche Börse and the Swiss Exchange;

- CME;
- CBOT;
- London International Financial Futures and Options Exchange;
- Mexican Derivatives Exchanges;
- New York Mercantile Exchange;
- Bolsa de Mercadorias & Futuros;
- Tokyo Commodities Exchange;
- Shanghai Futures Exchange;
- London Metals Exchange;
- Korea Stock Exchange;
- Sydney Futures Exchange;
- Singapore Futures Exchange;
- International Petroleum Exchange; and
- National Stock Exchange of India.

Based on this data, in the United States, the top four futures exchanges are:

- the CME;
- the CBOT;
- the New York Mercantile Exchange; and
- the New York Board of Trade.

Of these top U.S. exchanges, the CME and the New York Mercantile Exchange have already demutualized. Moreover, the CME has the ability to raise capital through the issuance of equity securities and has already engaged in such capital-raising activity.

We face a variety of competitors and competing marketplaces and products. We compete by offering market participants efficient, cost-effective and liquid marketplaces for trade execution through both traditional open outcry and electronic trading systems, broadly disseminated and transparent market and quotation data, access to market making, superior product design and innovative technology. Additionally, we are continually enhancing our products and providing additional efficiencies to our customers. We are committed to improving the technology, services, market integrity and liquidity that will continue to make us an industry leader in volume of trades executed.

In addition to competition from futures exchanges that offer comparable derivative products, we also face competition from other exchanges, from electronic trading systems, from consortia of end users and futures commission merchants and from technology firms. Other futures exchanges have trading systems and financial market expertise that may lead them to consider listing copies of our products. In particular, on February 8, 2004, Eurex US began trading with markets for futures and options on 2-, 5- and 10-year Treasury notes, and 30-year Treasury bonds, thereby directly competing with us in the U.S. interest rate market. For information concerning legislative changes that may make it easier for potential competitors to enter our markets, see “—Regulation—Changes in Existing Laws and Rules.”

Electronic trading firms that currently specialize in the trading of equity securities have electronic trade execution and routing systems that could be used to trade products that compete with our products. In an industry where all derivatives are traded electronically, the concept of an exchange, including the services we provide and

our sources of revenue, may change swiftly and substantially. Increased development of the electronic trading markets could substantially increase competition for some or all of the products and services we currently provide. For more information, see "Risk Factors—Risks Relating to Our Business—Intense Competition Could Materially Adversely Affect Our Market Share and Financial Performance." Typically, while these firms have advanced electronic and Internet technology, significant capitalization and competitive pricing, we believe they lack the overall market liquidity and neutrality offered by our electronic trading and open outcry trading systems.

Consortia owned by member firms and large market participants also may become our competitors, particularly with respect to our Treasury futures and options contracts. In addition, technology companies, market data and information vendors, and front end software vendors also represent potential competitors because, as purveyors of market data, these firms typically have substantial distribution capabilities. As technology firms, they also have access to trading engines that can be connected to their data and information networks. Additionally, technology and software firms that develop trading systems, hardware and networks but who are otherwise outside of the financial services industry may be attracted to enter our markets.

Strategic Alliances, Acquisitions, Divestitures and other Arrangements

Due to increasing competitive pressures in the futures industry, we review our competitive position on an ongoing basis and from time to time consider, and engage in discussions with other parties regarding, various strategic alliances, acquisitions, divestitures and other arrangements in order to continue to compete effectively, improve our financial results, increase our business and allocate our resources efficiently. For example, in April 2003, we entered into an agreement with the CME to establish the CME/CBOT Common Clearing Link, pursuant to which the CME provides clearing and related services to the CBOT. In addition, in December 2002, the CBOT and eSpeed, Inc. entered into an arrangement that grants eSpeed a license to distribute CBOT products on its multiple buyer/multiple seller real-time electronic marketplaces. We have also entered into memoranda of understanding with several international exchanges, such as the Tokyo International Financial Futures Exchange, the Taiwan Exchange, the Sydney Futures Exchange and the Dalian Exchange in order to exchange information about listings of new products, changes to existing contract specifications and trading methods. Further, we have entered into agreements with the Minneapolis Grain Exchange, the Kansas City Board of Trade and the Winnipeg Commodity Exchange to provide them access to our electronic trading platform beginning in the fourth quarter of 2004. Also, we will act as the three exchanges' sole distributor of market data. It is important for us to form strategic partnerships to bring together the necessary expertise and resources to address competitive pressures and meet new market demands.

Our Members

We are currently owned by our members. For this reason, our organization is sometimes referred to as a "mutual" organization. Members and individuals who have leased seats from members can execute trades for their own accounts or for the accounts of customers of clearing member firms. The trades of members and lessees of memberships for their own accounts qualify for lower fees in recognition of the market liquidity that their trading activity provides. Members and lessees also benefit from market information advantages that may accrue from their proximity to trading activity on the trading floors.

Currently, there are the following classes of CBOT memberships:

- Full;
- Associate;
- GIM (and one-half Associate Memberships, as described below);
- IDEM; and
- COM.

Each class of CBOT membership has associated with it different trading rights and privileges. The specific trading rights and privileges associated with each class of CBOT membership are governed by our rules and regulations. In addition, as a result of the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, the Associate Members, GIMs, IDEMs and COMs are the beneficiaries of certain contractual rights, which are set forth in the settlement agreement. All membership applicants are reviewed and approved by us in accordance with the membership and eligibility requirements set forth in our rules and regulations.

Currently, members may be assessed trading floor efficiency fees and member dues, which are charged when deemed necessary based upon management's review of capital requirements. Trading floor efficiency fees and member dues are independent of fees charged for trading and are not believed to have an effect on trading volume or the number of memberships outstanding.

Currently, CBOT memberships may be purchased or sold pursuant to transfer mechanisms established by our rules and regulations. We are currently evaluating appropriate transfer mechanisms, whether internal or external to the CBOT, to facilitate the transfer of the Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary.

Price Ranges for Memberships

The following table contains, for the periods indicated, the high and low sales prices of memberships of each class of membership in the CBOT, reported in thousands.

	Full with Exercise Right Privilege		Full w/o Exercise Right Privilege		Exercise Right Privilege		Associate		GIM*		IDEM		COM	
Calendar Year	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**
1998														
First Quarter	$ 780	$ 714	n/a	n/a	n/a	n/a	$ 487	$ 434	—	—	$ 90	$ 66	$ 147	$ 132
Second Quarter	725	483	n/a	n/a	n/a	n/a	410	210	$ 125	$ 115	57	28	130	62
Third Quarter	495	384	n/a	n/a	n/a	n/a	195	120	89	61	36	20	69	44
Fourth Quarter	545	431	n/a	n/a	n/a	n/a	226	175	—	—	33	20	71	48
1999														
First Quarter	600	490	n/a	n/a	n/a	n/a	282	186	100	75	30	25	70	55
Second Quarter	633	560	n/a	n/a	n/a	n/a	246	220	—	—	36	26	75	54
Third Quarter	620	530	n/a	n/a	n/a	n/a	235	155	—	—	32	24	60	47
Fourth Quarter	475	400	n/a	n/a	n/a	n/a	180	127	—	—	33	24	46	37
2000														
First Quarter	520	410	n/a	n/a	n/a	n/a	150	105	70	58	27	16	37	30
Second Quarter	642	472	n/a	n/a	n/a	n/a	138	90	50	50	17	6	37	22
Third Quarter	507	328	n/a	n/a	n/a	n/a	100	61	40	21	8	4	22	14
Fourth Quarter	350	255	n/a	n/a	n/a	n/a	80	50	31	23	6	1	18	11
2001														
First Quarter	350	290	n/a	n/a	n/a	n/a	85	62	36	31	8	1	20	12
Second Quarter	350	316	n/a	n/a	n/a	n/a	82	65	39	33	8	6	21	16
Third Quarter	360	312	n/a	n/a	n/a	n/a	106	75	49	40	11	7	24	20
Fourth Quarter	415	315	n/a	n/a	n/a	n/a	135	70	38	38	21	10	25	21
2002														
First Quarter	453	407	n/a	n/a	n/a	n/a	170	105	—	—	20	12	32	22
Second Quarter	317	240	n/a	n/a	n/a	n/a	130	90	55	52	16	12	28	21
Third Quarter	330	282	n/a	n/a	n/a	n/a	132	108	63	63	35	18	28	22
Fourth Quarter	330	285	n/a	n/a	n/a	n/a	142	127	—	—	27	20	27	24

Calendar Year	Full with Exercise Right Privilege		Full w/o Exercise Right Privilege		Exercise Right Privilege		Associate		GIM*		IDEM		COM	
	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low
2003														
First Quarter	395	310	n/a	n/a	n/a	n/a	163	127	71	66	36	25	32	25
Second Quarter	390	350	n/a	n/a	n/a	n/a	160	115	75	70	33	26	42	33
Third Quarter	450	345	n/a	n/a	n/a	n/a	194	140	91	91	28	20	34	30
Fourth Quarter	555	430	n/a	n/a	n/a	n/a	190	150	78	72	23	12	42	30
2004														
First Quarter	650	413	n/a	n/a	n/a	n/a	242	168	89	87	28	18	58	36
Second Quarter	950	675	—	—	—	—	433	260	175	146	45	26	89	63
Third Quarter	925	810	—	—	—	—	400	300	145	140	45	23	87	61
Fourth Quarter (as of November 5, 2004)	1,200	925	—	—	—	—	479	370	195	180	59	40	130	90

* For purposes of this table, one-half participation interests in Associate Memberships are treated as GIMs.

Source: CBOT records.

On August 30, 2000, the day prior to the date of public announcement of the refined restructuring strategy, which contemplated the restructuring transactions, the closing price for Associate Memberships in the CBOT was $73,000, as reported by the CBOT. No Full Memberships, GIMs, IDEMs or COMs were purchased or sold on August 30, 2000. On August 30, 2000, the bid and ask prices for Full Memberships, GIMs, IDEMs and COMs were $335,000 and $400,000, $25,000 and $40,000, $4,200 and $5,000 and $14,000 and $16,500, respectively.

Individual Members

Currently, our membership committee reviews applicants and conducts proceedings to determine whether candidates meet our membership and eligibility requirements. Additionally, registration or a temporary license to act as either a floor broker or a floor trader must be granted by the National Futures Association before an individual can begin trading on our trading floors. All members must be guaranteed or qualified to trade by a clearing member before they may personally execute a transaction on our markets.

Full Members. Our Full Members are entitled to execute trades in all futures and options contracts listed on the CBOT. Currently, Full Members are also entitled to the CBOE exercise right, as described in greater detail elsewhere in this document. As of November 5, 2004, there were 1,402 Full Memberships.

Associate Members. Our Associate Members are entitled to execute trades in all futures and options contracts listed in the CBOT's Government Instruments Market, Index, Debt and Energy Market and Commodity Options Market. As of November 5, 2004, there were 803 Associate Memberships.

GIMs/One-Half Associate Members. The holder of a GIM Membership is a member entitled to execute trades in all futures contracts assigned to the market category known as the "Government Instrument Market," which includes contracts in certain U.S. government and agency securities, certain foreign government securities and certain domestic certificates of deposit. We are currently phasing out GIM Memberships by converting each GIM Membership into a one-half Associate Membership upon the sale of such membership and permitting the conversion of two one-half Associate Memberships into one Associate Membership. In addition, upon the sale or transfer of a GIM Membership, and the resulting conversion into a one-half Associate Membership, the associated trading rights and privileges are eliminated. Following the completion of the restructuring transactions, two Series B-3 memberships in the CBOT subsidiary will be convertible into one Series B-2 membership in the CBOT subsidiary, which may result in fewer members having the trading rights and privileges of GIMs and more members having the trading rights and privileges of Associate Members. As of November 5, 2004, there were 124 GIM Memberships and 4 one-half Associate Memberships.

For purposes of the restructuring transactions, including for purposes of determining the number of shares of Class A common stock of CBOT Holdings and the appropriate series of Class B membership in the CBOT subsidiary to be distributed in connection with the restructuring transactions, all one-half Associate Memberships shall be treated as GIM Memberships. In addition, we sometimes in this document refer to one-half Associate Members as GIMs, as the context requires.

IDEMs. The holder of an IDEM Membership is a member entitled to execute trades in all futures contracts assigned to the market category known as the "Index, Debt and Energy Market," which includes contracts in certain stock and bond indices, money market instruments and metals. As of November 5, 2004, there were 641 IDEM Memberships.

COMs. The holder of a COM Membership is a member entitled to execute trades in all options contracts assigned to the market category known as the "Commodity Options Market," which includes contracts in U.S. Treasury bond futures options and all other options contracts listed for trading by the CBOT. As of November 5, 2004, there were 643 COM Memberships.

Clearing Members

CBOT Clearing Members are CBOT members or member firms that meet the CBOT's capital and membership requirements to clear any futures or options listed for trading on the CBOT's exchange and receive the approval of the CBOT to become Clearing Members. These requirements include that:

- in order for a CBOT Clearing Member firm to clear only its own trades, such firm must have one Full Membership registered on behalf of the firm;
- in order for a CBOT Clearing Member firm to clear trades for others, such firm must have registered two Full Memberships on behalf of the firm; and
- a sole proprietor may be a CBOT Clearing Member if such sole proprietor clears trades exclusively for his own account.

Capital requirements for CBOT Clearing Members have been established jointly by the CBOT and the CME. These capital requirements specify minimal financial requirements that are designed to assure the integrity of the clearing mechanism. CBOT Clearing Members are eligible to clear only CBOT products. In order to clear CME products, such person or firm must become a CME Clearing Member.

CBOE Exercise Right Privileges. A CBOE exercise right privilege is an exercise right that has been unbundled from the other rights and privileges associated with a Full Membership, which may be bought, sold or leased separate and apart from such Full Membership. If a holder of a CBOE exercise right privilege is also in possession, either as an owner or a delegate, of all of the other rights and privileges represented by a Full Membership, such holder may utilize the CBOE exercise right to exercise and become a member of the CBOE without having to purchase a membership on such exchange. If you hold a Full Membership immediately prior to completion of the restructuring transactions and have not previously requested that the CBOT issue to you the CBOE exercise right privilege associated with your Full Membership, you will continue to have the right to request that the CBOT issue to you the CBOE exercise right privilege that will be associated with the Series B-1 membership in the CBOT subsidiary received in exchange for your Full Membership upon the completion of the restructuring transactions. CBOE exercise right privileges that have been issued and are outstanding immediately prior to the completion of the restructuring transactions will remain outstanding following the completion of the restructuring transactions.

Other Business Relationships and Subsidiaries

Ceres Trading Limited Partnership. Ceres Trading Limited Partnership was formed in 1992 as a Delaware limited partnership for the purpose of conducting electronic trading business of the CBOT. Our wholly owned

subsidiary, eCBOT, is currently the general partner and each CBOT member a limited partner of Ceres. The CBOT ceased conducting its electronic trading business through Ceres as of December 31, 2003. Ceres was dissolved on December 31, 2003 and is currently in the process of being liquidated with its assets distributed to its partners in accordance with the terms of the Ceres limited partnership agreement. As a result of the liquidation of Ceres, the holders of memberships in the CBOT subsidiary will no longer participate in the electronic trading business of the CBOT as limited partners of Ceres, but rather as members of the CBOT. However, as the general partner of Ceres, eCBOT remains potentially liable for any contingent claims brought by third parties against Ceres. In January 2004, $60.3 million was paid to the limited partners of Ceres, which represented a substantial portion of the assets of Ceres. Approximately $2.6 million of Ceres' assets was reserved for potential future liabilities of Ceres. As of September 30, 2004, this reserve had a balance of $1.5 million. It is currently expected that the remaining reserve will be distributed to the limited partners of Ceres in the fourth quarter of 2004.

Electronic Chicago Board of Trade, Inc. eCBOT was formed in 2000 as a wholly owned subsidiary of the CBOT in anticipation of the expected reorganization of the CBOT's electronic trading business. In September 2000, the CBOT assigned its general partnership interest in Ceres to eCBOT. Following termination of the CBOT's arrangements with the Eurex Group in December 2003, Ceres was dissolved as described above and is currently in the process of being liquidated.

OneChicago, LLC. The CBOT is a minority interest holder in OneChicago, LLC, a joint venture formed by CBOE and the CME. OneChicago is an electronic exchange that makes available for trading single-stock futures and narrow-based indices. From its launch on November 8, 2002, OneChicago traded on twenty-one single-stock futures, and has expanded to over eighty single-stock futures and fifteen narrow-based indices. As a result of CBOT's participation in the joint-venture, CBOT members are automatically members of OneChicago and can trade through existing memberships and accounts.

Taiwan Exchange. On August 25, 2003, we announced that we had entered into a memorandum of understanding with the Taiwan Futures Exchange to pursue cooperative and potential joint business initiatives between the two exchanges. Under the terms of the agreement, the two exchanges will share information on market and product development and potentially work toward developing markets for new derivative products.

Dalian Exchange. On November 17, 2003, we announced that we had entered into a memorandum of understanding with the Dalian Commodity Exchange in Dalian, China in order to pursue potential joint business initiatives. The agreement calls for the sharing of information on market and product development between the two exchanges and for the two exchanges to potentially work towards developing markets for new derivative products.

Tokyo International Financial Futures Exchange. On March 10, 2004, we announced that we had entered into a memorandum of understanding with the Tokyo International Financial Futures Exchange in order to exchange information such as the listing of new products, changes in contract specifications and trading methods, and to discuss cooperation on new product research.

Tokyo Grain Exchange. On March 18, 2004, we announced that we had entered into a memorandum of understanding with the Tokyo Grain Exchange in order to share information about listings of new products, changes to existing contract specifications and trading methods. The agreement also calls for the two exchanges to begin jointly developing new products and cooperating on educational and in marketing programs.

Sydney Futures Exchange. On October 13, 2004, we announced that we had entered into a memorandum of understanding with the Sydney Futures Exchange in order to cooperate on joint product development and the distribution of each exchange's products.

Intellectual Property

We regard our brand name and logos and substantial portions of our marketing elements, products, market data, software and technology as proprietary, and we attempt to protect these elements by relying on trademark,

service mark, copyright and trade secret laws, contracts, restrictions on disclosure and other methods. For example, with respect to trademarks, we currently have registered marks in 16 countries.

We are undertaking a review of our intellectual property to identify property and methods of doing business which should be protected, as well as the extent of current protection for that property and the availability of additional protection. We believe that our various trade and service marks have been registered where needed. Recent legal developments allowing patent protection for methods of doing business hold the possibility of additional protection, which we are examining.

Employees

As of October 31, 2004, we had 722 full-time employees and 21 part-time employees. These numbers do not include 72 full-time employees and 19 part-time employees of C-B-T Corporation, our subsidiary engaged in managing our properties, which operates the CBOT building located at 141 West Jackson Boulevard.

We consider our relations with our employees to be good. Fifty-nine of the 91 C-B-T Corporation employees are represented by one of the following unions:

- Chicago & North East Illinois District Council of Carpenters;
- United Brotherhood of Carpenters & Joiners of America;
- International Union of Operating Engineers Local 399, AFL-CIO; and
- Local 1, Service Employees International Union, SEIU, AFL-CIO.

Facilities

Our principal executive offices are located at 141 West Jackson Boulevard, Chicago, Illinois 60604. Our telephone number is (312) 435-3500.

We own the three buildings, located at the property at 141 West Jackson Boulevard, which consist of a total of about 1,523,077 square feet. We occupy about 536,549 square feet of office, trading floor and support space. We lease the remaining space in this building to third parties. The trading area has state-of-the-art wallboard price display systems, order routing and communications systems.

In addition, we lease 1,191 square feet of office space at 1455 Pennsylvania N.W. in Washington, D.C. This space houses our government relations operations. The current lease on the Washington office space expired on January 31, 2001 and is currently being renewed on a month-to-month basis. We currently expect that this lease will be renegotiated on terms satisfactory to us.

We lease 1,880 square feet of office space at 1 George Yard in London, England, which is used by our European marketing staff. The current lease on the London office expires in December 2013.

We believe that our facilities are adequate for our current operations and that additional space can be obtained if needed.

Regulation

Regulation of the U.S. Futures Exchange Industry

Our operations are subject to extensive regulation by the CFTC under the Commodity Exchange Act. The Commodity Exchange Act generally requires that futures trading in commodities be conducted on a commodity exchange designated as a contract market by the CFTC. That act establishes non-financial criteria for an

exchange to be designated to list futures and options contracts. Designation as a contract market for the trading of a specified futures contract is non-exclusive. This means that the CFTC may designate additional exchanges as contract markets for trading the same or similar contracts. For information regarding the CFTC approvals required as a condition to our obligation to complete the restructuring transactions, see "The Restructuring Transactions—Regulatory Matters."

We are a self-regulatory organization that is subject to the oversight of the CFTC. In order to guard against default risk with respect to contracts traded on the CBOT, we have instituted detailed risk management policies and procedures. To manage the risk of financial non-performance, we have established minimum capital requirements for all futures commission merchant member firms. In addition we operate and maintain systems to:

- ensure that futures commission merchant members maintain capital in excess of the risk based capital requirement adopted by the CME;
- require that all clearing futures commission merchant member firms electronically file a financial statement each month and that all other futures commission merchant members, electronically file quarterly financial statements. Firms are placed on additional reporting, i.e., daily, weekly or monthly reporting, when necessary;
- analyze futures commission merchant member firms financial statements with a state-of-the-art computer system designed to immediately detect financial violations and unfavorable financial trends;
- require that all futures commission merchant member firms collect initial and variation margin from their customers;
- on a daily basis, collect large trader information to determine those firms that may have increased financial exposure and, whenever necessary, contact firms to ensure financial compliance;
- during volatile market conditions, simulate the effect of market moves on large trader positions in order to identify those firms that have increased risk exposure; and
- exercise broad disciplinary authority over member firms, including the ability to issue fines in the case of serious rule violations, and in the case of a financially distressed firm, we may take various emergency actions to protect customers, other member firms and the CBOT.

We also have surveillance and compliance operations and procedures to monitor and enforce compliance with rules pertaining to the trading, position sizes, delivery obligations and financial condition of members.

Changes in Existing Laws and Rules

Additional legislation or regulation, or changes in existing laws and rules or their interpretation, may directly affect our mode of operation and our profitability. In 2003, Congress adopted amendments to the Commodity Exchange Act that will reduce the cost and burdens of listing new contracts for trading. The CFTC has adopted rules to implement those changes. Other amendments to the Commodity Exchange Act have been adopted by Congress that might be less favorable to our business. The regulations under which we have operated since 1974 have been changed in a manner that will permit unregulated competitors and competitors in other regulated industries to attempt to trade our products in their own trading facilities without the same regulatory costs we bear.

The Commodity Exchange Act generally requires all futures contracts to be executed on an exchange that has been approved by the CFTC. For many years, the exchange trading requirement was modified by CFTC regulations to permit privately negotiated swap contracts to be transacted in the over-the-counter market. The CFTC exemption, under which the over-the-counter derivative market operated, precluded the over-the-counter market from using exchange-like electronic transaction systems and clearing unless specific permission, including the imposition of specific conditions, was granted by the CFTC. These limitations on the exemptions granted to the over-the-counter market were called into question by a November 1999 report of the President's

Working Group on Financial Markets, which is made up of the Treasury Secretary, the Chairmen of the SEC and the CFTC and the Board of Governors of the Federal Reserve System.

The working group advocated a complete exemption from the Commodity Exchange Act for some principal-to-principal derivative exchanges that provide electronic trade execution services comparable to those performed by us. The customers who may access those exempt exchanges are also significant customers of regulated exchanges like ours. The working group recommended equivalent treatment for the existing electronic markets operated by regulated exchanges or their affiliates and further recommended legislation that would permit CFTC-regulated clearing organizations to clear futures, options on futures contracts and OTC derivatives that are not securities or securities options. In contrast, the working group recommended permitting banks and SEC-regulated clearing organizations to clear financial derivative contracts, as well as equities, government securities, repurchase and reverse repurchase agreements and other instruments. Finally, the working group recommended permitting banks and broker-dealers, and their affiliates, to operate currency futures markets for retail customers without being subject to regulation under the Commodity Exchange Act. All of the working group proposals, if adopted, would likely increase the number and quality of competitors who provide execution and clearing services for standardized derivative contracts.

In February 2000, the CFTC staff released a report advocating the passage of broad regulatory exemptions to create a regulatory environment that would permit the futures industry to accommodate itself to real world competitive conditions. Its goal was regulation by oversight rather than proscription. The degree of regulation proposed was directly related to the characteristics of the product and the type of customer that has direct or indirect access to the market, with retail customer markets being subject to greater regulation. The CFTC's proposal would treat open outcry markets and electronic trading market in the same way.

During 2000, Congress considered legislation to implement the suggestions of the working group and the CFTC. On October 19, 2000, the U.S. House of Representatives passed that legislation in a bill numbered H.R. 4541, by a vote of 377 to 4. Further amendments were made to that bill and, as amended, it was reintroduced in the House of Representatives as H.R. 5660 on December 14, 2000. The U.S. House of Representatives and Senate each passed H.R. 5660 on December 15, 2000. It was signed into law by President William J. Clinton on December 21, 2000 as the Commodity Futures Modernization Act of 2000.

The Commodity Futures Modernization Act provides a series of exclusions from the Commodity Exchange Act that would allow our competitors to trade futures contracts identical to the ones that we offer without any form of regulation or oversight by the CFTC under certain circumstances. Generally those exclusions are available to markets limited to financial products traded among institutions, whether traded electronically or not. We too could comply with those exclusions and operate markets that are outside CFTC jurisdiction. If we chose to remain subject to CFTC jurisdiction, the Commodity Futures Modernization Act replaces the current rigid and rigorous statutory requirements exchanges now face with flexible core principles that exchanges—called contract markets or derivatives transaction execution facilities—would need to satisfy subject to CFTC oversight. In addition, if we elect to trade our non-agricultural contracts on the derivatives transaction execution facility platform, banks and broker-dealers would become qualified to act as a sales force for our contracts, thus expanding our sales force substantially. Finally, the Commodity Futures Modernization Act lifts the current ban on trading in single-stock futures subject to the coordinated oversight of the CFTC and SEC, providing U.S. futures exchanges with the opportunity to compete for this new market.

The Commodity Futures Modernization Act's new regulatory framework for exchanges could reduce our regulatory costs and enhance our ability to deliver cost-effective services to our customers. The new framework will also make it easier for others to compete with us at lower regulatory cost. Thus, the regulatory framework may provide greater regulatory advantages for some of our competitors than it does for us.

Legal Proceedings

From time to time, we are involved in legal proceedings and litigation arising in the ordinary course of business. As of the date of this document, except as described below, we are not a party to any litigation or other

legal proceeding that, in our opinion, could have a material adverse effect on our business, operating results or financial condition.

Lawsuit Brought By Certain Associate Members, GIMs, IDEMs and COMs.

On August 11, 2000, eight Associate Members, GIMs, IDEMs and COMs filed a complaint, on behalf of themselves and persons or entities who own Associate Memberships, GIMs, IDEMs and COMs (excluding the 1,402 individuals who hold Full Memberships and any entity that owns a Full Membership in addition to owning an Associate Membership or other membership interest), with the Circuit Court of Cook County, Illinois. The complaint named as defendants five persons holding Full Memberships owned by corporations with multiple Full Memberships in the CBOT and a defendant class of all 1,402 Full Members.

The complaint alleged that the allocation ratio was unfair and the allocation methodology used by the independent allocation committee improperly weighted members' voting and liquidation rights as well as the historical distribution of market values of memberships. The plaintiffs sought a declaratory judgment that the allocation was unfair to Associate Members, GIMs, IDEMs and COMs, and that the vote of Full Members in favor of the allocation in connection with the restructuring transactions would constitute a breach of fiduciary duties allegedly owed by Full Members to Associate Members, GIMs, IDEMs and COMs. The complaint requested that the court enjoin Full Members from voting in favor of the allocation and declare that the proposed allocation is unfair.

On January 9, 2001, the defendants moved to dismiss the case on the grounds that the complaint did not sufficiently allege that the defendants would breach any fiduciary duties to Associate Members, GIMs, IDEMs and COMs by voting in favor of the restructuring. On January 25, 2001, the court denied defendants' motions to dismiss without ruling on the merits of the dispute, including whether Full Members owe fiduciary duties to the plaintiffs or whether the allocation was actually unfair. On February 6, 2001, a motion to compel arbitration under the CBOT rules and regulations, which provide for arbitration of disputes between members at the CBOT, and to stay the proceedings in Illinois court was filed on behalf of individual defendant Steinborn. On February 8, 2001, a similar motion to compel arbitration and stay proceedings was filed on behalf of the additional individual defendants. On March 23, 2001, the court granted the defendants' motions to compel arbitration and stay proceedings. On April 20, 2001, the plaintiffs filed an appeal of the court's order granting the defendant's motion to compel arbitration. On November 15, 2001, the Illinois appellate court reversed the circuit court's decision, holding that the five named defendants had waived their right to arbitration. The circuit court subsequently denied a motion by the five named defendants to dismiss the case as moot and certified the above described plaintiff and defendant classes. The CBOT assumed the defense of the Full Members named as defendants in the complaint and of the defendant class.

On May 31, 2002, defendants moved for summary judgment on the grounds that Full Members do not owe a fiduciary duty to Associate Members or membership interest holders and that Delaware's business judgment rule protects the allocation decision made by the independent allocation committee and the board of directors. On August 8, 2002, the court granted defendants' motion for summary judgment, holding that Full Members do not owe fiduciary duties to Associate Members and membership interest holders. On September 6, 2002, plaintiffs filed a motion asking the court to reconsider its decision to dismiss the case and terminate this litigation. On December 16, 2002, the court denied plaintiff class representatives' motion for reconsideration. On January 14, 2003, plaintiff class representatives filed a notice of appeal.

On July 16, 2003, the Illinois appellate court reversed and remanded the cause to the circuit court for a fairness hearing. A petition for rehearing and petition for certificate of importance were filed by the defendant class on August 7, 2003. These petitions were denied by the court on December 17, 2003. On January 21, 2004, the defendant class filed a petition for leave to appeal to the Illinois supreme court. That petition was denied on March 24, 2004.

In August 2003, the CBOT retained Kevin M. Forde, Ltd, and Charles P. Carey, the chairman of the board of directors of the CBOT, retained the Law Offices of Peter B. Carey, as legal counsel in connection with the

lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, including a possible settlement of this lawsuit. Beginning in early September 2003, Messrs. Forde and Carey commenced settlement discussions with counsel for the plaintiff class. These settlement discussions, which extended for over a four-month period, focused on numerous factors, with an emphasis on the discussion of the Illinois appellate court in reversing the Circuit Court's decision concerning the fairness of the allocation ratio and the value of the CBOT's memberships. In addition, the settlement negotiations included discussions such quantitative measures as the volume traded by the various membership classes, the relative member liquidation rights and voting rights, the previous distributions from Ceres to the various membership classes and the terms of other exchange demutualizations with multiple membership classes. The settlement negotiations also included discussions on such qualitative measures as the length and expense of further litigation and the overwhelming support of the members for the settlement agreement, as indicated by the March 2004 advisory vote of the members.

On January 21, 2004, the CBOT and the plaintiff class representatives entered into a binding memorandum of understanding with regard to the settlement of the lawsuit. The binding memorandum of understanding contemplated that the parties would enter into a settlement agreement within a reasonable period of time thereafter.

On February 6, 2004, the CBOT and the plaintiff class representatives entered into a settlement agreement with regard to the settlement of the lawsuit. At that time, the plaintiff class representatives filed a motion for voluntary dismissal of the lawsuit, with prejudice, contingent upon a final judgment order with regard to the settlement agreement coming into effect. The CBOT filed a motion for leave to intervene in the case to become a party to the lawsuit for purposes of settlement and any other proceedings or events necessary or incident to implementation of the settlement agreement, and the plaintiff class representatives and the CBOT filed a joint motion to stay and remand, requesting that the Illinois supreme court stay the appellate proceedings and remand the case to the circuit court to give preliminary and final approval to the settlement agreement, and to consider the plaintiff class representatives' motion for voluntary dismissal.

The settlement agreement provides that any proposal approved by the CBOT board of directors that contemplates (a) a restructuring, recapitalization, consolidation, merger or sale of all or substantially all of the assets of the CBOT, or a sale, transfer or distribution of CBOT equity (i.e., all common, preferred and other equity interests of any kind or nature) in the CBOT, and (b) an allocation by the CBOT of CBOT equity among the classes of CBOT members will include a proposed allocation of equity in the CBOT among the classes of CBOT members in accordance with the agreed settlement allocation. The restructuring transactions which are the subject of this document include a proposed allocation of the equity in the CBOT, consisting of the Class A common stock of CBOT Holdings, among the classes of CBOT members in accordance with the settlement allocation.

The settlement allocation provides that, of the CBOT equity to be distributed to CBOT members in any such restructuring, Full Members would receive 77.65% in the aggregate and Associate Members, GIMs, IDEMs and COMs would receive 22.35% in the aggregate, with the 22.35% to be allocated among these members based on the following ratio:

Associate Member	1.00
GIM	0.50
IDEM	0.11
COM	0.25

The settlement agreement also provides for a compensation award to the plaintiff class representatives in the total amount of 0.10 percent of the total equity ownership interests in the CBOT allocable to the CBOT members in a restructuring for the services they rendered and risk they assumed in the prosecution of the lawsuit. Such compensation would be paid, pro rata, out of the minority members' 22.35% of CBOT equity ownership interests upon completion of any restructuring and would be held in the same form and manner as the CBOT equity

ownership interests held by other CBOT members in connection with any restructuring contemplated by the settlement agreement.

The settlement agreement also provides that the CBOT will use commercially reasonable efforts to submit one or more proposals relating to a restructuring to a vote of the CBOT membership as soon as reasonably practicable following final approval of the settlement agreement by the court and that the CBOT will include the settlement allocation among the proposals to be approved by the CBOT membership in connection with a restructuring. The settlement allocation is one of the propositions being submitted to Full and Associate Members for their approval pursuant to this document.

In addition to developing a settlement allocation, the settlement agreement also provides for certain rights that the CBOT must afford to the Associate Members, GIMs, IDEMs and COMs unless and until a change of control of the CBOT subsidiary occurs. These rights are as follows:

- the CBOT will not adopt any amendment to its certificate of incorporation, bylaws or rules and regulations that has an adverse effect on the contract trading rights of each of the classes of minority members in effect as of February 2, 2004;
- the CBOT will charge to each existing class of membership the same transaction fee, surcharge or any other fee and will institute the same fee caps, if any, for transactions executed on the exchange in any given contract that they are entitled to trade as a member; and
- the CBOT will cause any membership dues, assessments, or other similar charges that are assessed against memberships to be assessed in accordance with, or in a ratio that is at least as favorable to the Associate Members, GIMs, IDEMs and COMs as the settlement allocation.

Any modifications to these rights must be approved by the affirmative vote of a majority of votes cast by the members of each of the affected classes.

The settlement agreement provides for the payment of attorneys' fees and expenses by the CBOT to the counsel to the plaintiff class representatives. Following October 20, 2004, the date on which the order of the Circuit Court approving the settlement agreement became final and non-appealable, the CBOT arranged for payment to counsel to the plaintiff class representatives of an amount equal to $3,500,000 in attorneys' fees and expenses, together with interest on that amount from February 5, 2004 until the date of payment at the Prime Rate minus one percent. Upon the affirmative vote by the CBOT's members in favor of any restructuring occurring prior to the sunset date, as defined below, the CBOT will be obligated to pay to counsel to the plaintiff class representatives an additional $4,000,000 in attorneys' fees and expenses and interest thereon from October 20, 2004 through the date an affirmative vote by the CBOT's members in favor of any restructuring is taken at the Prime Rate minus one percent. To secure payment of the $4,000,000, on November 2, 2004, the CBOT arranged for delivery of a letter of credit in a face amount equal to $4,000,000 payable to the plaintiff class counsel upon the affirmative vote by the CBOT members prior to the sunset date in favor of any restructuring and naming Sachnoff & Weaver, agent for the counsel to the plaintiff class representatives, as beneficiary.

The CBOT's obligations with regard to the agreed settlement allocation are subject to a "sunset date," meaning that such obligations will become null and void upon the earliest to occur of (a) completion of restructuring(s) pursuant to which all of the CBOT equity ownership interests have been allocated in accordance with the agreed settlement allocation, (b) three years from the first vote by CBOT members to approve any restructuring and (c) five years from the final order with respect to the settlement agreement. If a restructuring is completed as a merger, consolidation or combination of the CBOT with an unaffiliated third-party, clause (a) will be satisfied if all of the equity ownership interests in the CBOT have been allocated among the classes of CBOT members in accordance with the settlement allocation. For purposes of the settlement agreement, the restructuring will not be deemed to be approved unless and until the Full and Associate Members of the CBOT, voting together as a single class based on their respective voting rights, approve all five of the propositions relating to the restructuring transactions. Because all of the equity ownership interests in the CBOT will be

allocated among the classes of CBOT members as a result of the distribution of Class A common stock of CBOT Holdings in accordance with the settlement allocation in the restructuring transactions, the CBOT's obligations with regard to the settlement allocation will become null and void upon the completion of the restructuring transactions. We note that the additional "authorized" shares of capital stock of CBOT Holdings do not in any way affect our obligations under the settlement agreement. Although these additional shares will be authorized under the certificate of incorporation of CBOT Holdings, they cannot be issued unless and until there is a second approval. Any additional capital stock of CBOT Holdings that might be issued in the future, following the second approval, would have a dilutive effect on the shares of Class A common stock of CBOT Holdings issued to the CBOT members in connection with the restructuring transactions.

As part of the approved settlement agreement, both the CBOT and the plaintiffs released all claims of any kind that they have or might have against the other party arising out of or related to the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs or resolved by the settlement agreement including, but not limited to, all claims based upon or arising out of any fact or circumstance through the date of the settlement agreement relating to (1) the allocation of CBOT equity in connection with any restructuring and (2) any transaction fees or surcharges, dues, assessments, or other charges of the same character imposed by the CBOT on the minority members. In addition, the plaintiffs agreed not to claim that a vote by the Full Members taken pursuant to the settlement agreement after a final order has come into effect and before the sunset date for or against the settlement allocation constitutes a breach of fiduciary duty by the Full Members. Both parties retain the right to seek judicial enforcement of the settlement agreement, with respect to which the circuit court has continuing jurisdiction.

In addition, as part of the approved settlement agreement, the plaintiffs dismissed with prejudice their claims against the defendant class of Full Members. The legal effect of the dismissal with prejudice is to bar future lawsuits by the plaintiffs against Full Members for any claims arising out of the subject matter of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs. The plaintiffs also released the defendant class members who did not request exclusion from the class or object to the settlement agreement from all claims for breach of fiduciary duty for any acts from the beginning of time through April 20, 2004, the date of the first amendment to the settlement agreement.

The plaintiff class representatives have agreed that they will not assert any claim to oppose either the decision to dissolve and liquidate Ceres or the distribution of the partnership assets. The plaintiff class has not released any claims relating, among other things, to (w) whether any assets which were distributed by Ceres were properly distributed to or owned by Ceres, (x) the propriety of any prior or future revenues paid to Ceres from the CBOT or any other source, (y) the propriety of any prior or future payment in any amount by the CBOT to Ceres or (z) the propriety of any prior or future transfer of assets in any amount from the CBOT to Ceres.

The CBOT has agreed to defend, indemnify and hold harmless the plaintiff class representatives and the counsel to the plaintiff class representatives against claims of any kind made against them and any fees, costs and expenses resulting therefrom relating to the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs or the implementation of the settlement agreement, with the exception of any fees, costs and expenses incurred in connection with defending the fairness of the settlement agreement or the minority member lawsuit. The CBOT, so long as it performs its duties under the indemnification provisions of the settlement agreement, is not required to pay any additional attorneys' fees or expenses aside from those payments to plaintiff class counsel as described above. In connection with any efforts by the plaintiff class representatives or plaintiff class counsel to enforce the indemnification provisions of the settlement agreement, the prevailing party in any such suit will be entitled to collect its reasonable costs and attorneys' fees from the other party.

On September 20, 2004, the court entered a final order approving the settlement agreement and the terms therein, including, but not limited to, the plan for the allocation of equity among CBOT members upon completion of any restructuring, attorneys' fees to be paid to the counsel for the plaintiff class representatives, the 0.10 percent compensation award to the plaintiff class representatives and the dismissal with prejudice of the

claims of the plaintiff class against the Full Members and the CBOT, as fair, adequate, and reasonable and in the best interest of all CBOT members. On October 20, 2004, the statutory period for appeals of the court's final order expired and the order became final and non-appealable.

Chicago Board Options Exchange Dispute. Since 1973, when we created the CBOE, our Full Members have had a legal right to become members of the CBOE without having to purchase a membership on such exchange pursuant to the exercise right. Over the last several years, the CBOE has stated publicly its view that, if consummated, the restructuring transactions would extinguish the exercise right under certain circumstances.

In response, on June 30, 2000, we filed a complaint against the CBOE seeking declaratory and injunctive relief with respect to our Delaware reincorporation. Specifically, we sought a declaration that becoming a Delaware not-for-profit corporation would not violate a 1992 agreement between the parties or serve to extinguish the exercise right of our Full Members. On August 3, 2000, after the CBOE agreed in court that it would take no action to extinguish or limit the exercise right based solely on the reincorporation of the CBOT in Delaware, the court dismissed the CBOT's complaint. On August 30, 2000, the CBOE filed a proposed rule change with the SEC consisting of a proposed interpretation of the exercise right. On October 10, 2000, the CBOE filed an amendment to its proposed rule change and interpretation and sought SEC approval of its position. In its filing, the CBOE stated that the exercise right would be terminated:

- for any Full Member, if that Full Member sells or otherwise transfers any of the stock and other interests received as a result of completing the restructuring transactions in exchange for his or her Full Membership;
- for all Full Members, if the CBOT by expanding electronic trading on the a/c/e system or otherwise, allows non-members to trade directly on the CBOT on the same basis as members; or
- for all Full Members, if CBOT members who exercise their right to become members of the CBOE are able to trade all of the CBOT's products and the CBOE's products simultaneously.

On October 17, 2000, the CBOT filed a second complaint seeking a declaration that the restructuring transactions would not extinguish the exercise right and an injunction prohibiting the CBOE from taking any action to the contrary. On January 19, 2001, the circuit court dismissed Count I of our complaint for failure to sufficiently allege breach of the 1992 agreement by the CBOE and for failure to allege damages. The court also dismissed Count II of the complaint as preempted by federal law, holding that this matter should be resolved in the first instance by the SEC. The court's ruling did not address the merits of the dispute, including whether or not the CBOE's position breached the 1992 agreement. Under this ruling, the SEC would have been free to determine whether the CBOE could take the actions described above with respect to the exercise right in connection with its proposed rule change and interpretation filed with the SEC. In response, on February 16, 2001, the CBOT filed an amended complaint, seeking a declaration by the court that the CBOE breached the 1992 agreement by adopting its proposed rule change and submitting it to the SEC for approval without the written consent of the CBOT. In addition, the CBOT sought an injunction prohibiting the CBOE from attempting to amend or modify its Rule 3.16(b), relating to the exercise right, adopted pursuant to the 1992 agreement, without our written consent, in violation of its obligations' under the 1992 agreement. Finally, the CBOT sought a declaration that certain elements of its proposed restructuring comply with the CBOT's obligations under the 1992 agreement.

On November 17, 2000, the SEC requested public comment on the CBOE's proposed rule change. On December 11, 2000 we filed a comment letter with the SEC challenging the legal validity of the proposed rule change and urging the SEC not to approve it. On February 12, 2001, we filed a supplementary comment letter with the SEC summarizing the proposed restructuring transactions and notifying the SEC of developments at the circuit court.

On February 26, 2001, the CBOE filed with the SEC a letter in support of its proposed rule change and in response to our filed opposition to that proposed rule change. The CBOE's letter took the position that after the

restructuring transactions the CBOT will not be a membership corporation and therefore will not satisfy one of the conditions for retention of the exercise right under the 1992 agreement. The CBOE further claimed that the a/c/e system gives our members who exercise the right to become CBOE members the ability to trade on the CBOE trading floor and through the CBOT at the same time, activity that the CBOE claimed is incompatible with the exercise right. The CBOE also claimed that the exercise right may be terminated after the completion of the restructuring transactions because certain non-trading rights, including voting rights, of the current Full Members of the CBOT will change in connection with the completion of the restructuring transactions.

In March 2001, representatives of the CBOT initiated discussions with representatives of the CBOE to arrange for a settlement of this dispute. On March 28, 2001, we entered into an agreement with the CBOE for the purpose of facilitating our discussions regarding possible settlement of this dispute. Pursuant to this agreement, the CBOE agreed to request that the SEC refrain from approving the CBOE's filing with the SEC (File No. SR-CBOE-00-44) and the CBOT has agreed not to seek to have the registration statement of which this document forms a part declared effective by the SEC, in each case so long as such agreement remains in effect. In addition, we agreed with the CBOE that each party would file one or more joint requests for an extension of time such that the CBOE's answer or response to the CBOT's amended complaint in Illinois circuit court would not be due any sooner than 14 days after the termination of the agreement. This agreement remained in effect through August 1, 2001.

On August 7, 2001, the CBOT entered into an agreement with the CBOE for the stated purpose of resolving the dispute between the parties regarding the exercise right within the context of the restructuring transactions and electronic trading generally at the CBOT.

This agreement is subject to a number of conditions, including that the agreement must be approved by the membership of the CBOE.

- the restructuring transactions must be approved by the membership of the CBOT; and
- the CBOT must receive a favorable ruling from the IRS and any required approvals by the CFTC.

In connection with this agreement, the CBOE withdrew its proposed interpretation and rulemaking request on August 13, 2001, and the CBOT filed a notice of voluntary dismissal of its litigation in the circuit court relating to the exercise right, on August 17, 2001. In addition, the CBOE agreed that it would take no action to amend, modify or otherwise limit, or terminate or cause to expire, whether by interpretation or otherwise, the exercise right as a result of the completion of the restructuring transactions, except as contemplated in the settlement agreement.

The August 2001 agreement provides, among other things, that:

- in order to exercise the right to become a member at the CBOE, an individual must be the owner (or delegate of such owner) of (A) 27,338 shares of Class A common stock of CBOT Holdings and (B) either (1) one Series B-1 membership in the CBOT subsidiary which retains the right to have issued the exercise right privilege associated with it or (2) one Series B-1 membership in the CBOT subsidiary and one issued and outstanding exercise right privilege;
- the CBOT has created and will maintain incentives to promote the continued value of a CBOT membership, and any questions that may arise as to the continued meaningfulness of such preferences and incentives shall be submitted to binding arbitration in accordance with the terms of the August 2001 agreement, as amended;
- if a Series B-1 member delegates his or her membership rights to an individual who exercises and becomes a member of the CBOE, such Series B-1 member will relinquish all member trading rights at both the CBOT and the CBOE, and may trade only at customer rates at the CBOT unless the Series B-1 member owns another CBOT membership that entitles such member to member trading rights and transaction rates;

- the delegates of Series B-1 members who have exercised their right to trade at the CBOE may trade on the CBOT's electronic trading platform only at customer rates;
- if a Series B-1 member is present on the CBOE's trading floor or is logged on to the CBOE's electronic trading platform at the time an order is entered or altered on the CBOT's electronic trading system by or on behalf of such member, then such member will be charged CBOT customer rates for trades resulting from the execution of such orders;
- the CBOT will issue the exercise right privilege only once with respect to each of its 1,402 Series B-1 memberships and in no event shall the CBOT issue more than 1,402 exercise right privileges in the aggregate;
- the CBOT shall furnish to the CBOE and shall update on a current basis a list of all holders and delegates of Series B-1 memberships, specifying by membership number those Series B-1 memberships in respect of which exercise right privileges have been issued; and
- the CBOT shall amend its rules and regulations, effective no later than the consummation of the restructuring transactions, to the extent necessary to implement the provisions of the August 2001 agreement.

The CBOT and the CBOE agreed that the August 2001 agreement and the 1992 agreement reflect the complete and exclusive understanding and agreement of the parties concerning the exercise right and supercede all prior proposals and communications between the parties on that subject. In addition, the parties agreed that a Series B-1 member may delegate all of its trading rights and privileges of Full Membership to an individual who will then be eligible to become a regular CBOE member, provided that if a Series B-1 member delegates some, but not all of its appurtenant trading rights, then neither the member nor the delegate will be eligible to be a CBOE regular member. The parties also agreed that the CBOT would issue, upon written request, to any Full Member an exercise right privilege which could be unbundled from the Full Membership and could be bought, sold or leased separate and apart from the Full Membership.

On October 7, 2004, the CBOT, CBOT Holdings and the CBOE entered into a letter agreement that, among other things, confirmed the parties understanding that the restructuring transactions referred to in the August 7, 2001 agreement shall be deemed to refer to the restructuring transactions as described in this document.

Notwithstanding entry into the August 7, 2001 agreement and related October 7, 2004 letter agreement, we cannot assure you that the CBOE will not take other actions in the future to challenge or interfere with the exercise right or that it will not otherwise be successful in terminating the exercise right or preventing Full Members from exercising such right in the future. For more information about these risks, see "Risk Factors—Risks Relating to the Restructuring Transactions—The CBOE Exercise Right Could be Challenged Further by the CBOE."

Full Members and Associate Members are being asked to approve and ratify the agreements recently entered into by us and the CBOE. We have included as Appendices D-1 and D-2 to this document a copy of the August 7, 2001 agreement and related October 7, 2004 letter agreements, respectively. **We urge you to review carefully all four agreements before voting on the propositions relating to the restructuring transactions.**

Eurex Litigation. On October 15, 2003, Eurex US filed an antitrust action in federal court against the CBOT and the CME alleging that the companies illegally attempted to block its entrance into the U.S. market and charging the CBOT and the CME with having violated the Sherman Act, among other things, by offering financial inducements, valued at over $100 million, to shareholders of The Clearing Corporation to vote against a proposed restructuring of The Clearing Corporation. Eurex subsequently amended its complaint to make additional charges, including a claim that the CBOT and the CME misrepresented Eurex's qualifications in their lobbying of Congress and the CFTC.

On December 12, 2003, the CBOT filed in the U.S. District Court for the District of Columbia a motion to dismiss the amended complaint and a motion to transfer the action to the U.S. District Court for the Northern District of Illinois. On September 2, 2004, the United States District Court for the District of Columbia granted the CBOT's motion to transfer the case to the United States District Court for the Northern District of Illinois. The district court denied the CBOT's motion to dismiss as moot in light of its ruling on the transfer motion.

Garber Patent Rights Litigation. On May 7, 2004, the CBOT, the CME, the CBOE and OneChicago, LLC were sued in the U.S. District Court for the Northern District of Illinois for alleged infringement of United States patent 5,963,923 entitled "System and Method for Trading Having Principal Market Maker." The CBOT filed an answer to the complaint on June 28, 2004. A claim construction hearing is scheduled for December 1, 2004.

MANAGEMENT AND EXECUTIVE COMPENSATION

Directors and Executive Officers

Board of Directors—Current

The CBOT board of directors currently consists of 18 directors, including:

- Ÿ the Chairman of the Board;
- Ÿ the Vice Chairman of the Board;
- Ÿ nine elected directors who are Full Members and of whom at least two are nonresident;
- Ÿ four non-member directors;
- Ÿ two elected directors who are Associate Members; and
- Ÿ the President and Chief Executive Officer, who serves as a non-voting member of the board.

Board of Directors—Upon Completion of The Restructuring Transactions

The directors serving on the board of directors of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the boards of directors of both CBOT Holdings and the CBOT subsidiary immediately following the completion of the restructuring transactions. The continuing directors will serve for the duration of their current terms and will be subject to the same qualifications that are in effect immediately prior to the completion of the restructuring transactions, with the exception of the current public directors, whose terms will end in connection with the first annual election following the completion of the restructuring transactions. It is currently expected that this annual election will occur in the first or second quarter of 2005.

The size of the board of directors of CBOT Holdings will be reduced from 18 directors to 16 directors in connection with the first annual meeting of stockholders following the completion of the restructuring transactions. The board of directors of CBOT Holdings will then consist of:

- the Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary;
- a Vice Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary;
- eight directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- two directors, who will be holders of Series B-2 memberships in the CBOT subsidiary;
- three directors, who will be “independent” within the meaning of the certificate of incorporation and bylaws of CBOT Holdings; and
- the President and Chief Executive Officer of CBOT Holdings, who will be a non-voting director.

Except as described below, each director of CBOT Holdings will be elected to serve as a director until the second annual meeting following their election and will not be subject to term limits. Directors will remain entitled to serve, however, only for so long as they retain the qualifications of the directorship for which they were nominated and elected.

The elected directors of CBOT Holdings will be classified into two classes of directors consisting of eight directors and seven directors, respectively. The first class of directors will consist of:

- the Chairman of the Board;
- four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and
- two independent directors.

The second class of directors will consist of:

- the Vice Chairman of the Board;

- four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and
- one independent director.

The President and Chief Executive Officer will, upon appointment to such position, automatically become a non-voting director and will remain a non-voting director for so long as such person remains the President and Chief Executive Officer.

At the first annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions, the stockholders will elect seven directors, consisting of two of the directors from the second class of directors and five directors from the first class of directors. The directors of the second class will be elected to serve until the second annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions, and the directors of the first class will be elected to serve until the third annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions. Thereafter, each class of directors will be elected at every other annual meeting, beginning with the second class at the second annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions.

The following chart describes the directors and the terms that such directors are expected to be elected to at each of the first, second and third annual elections following completion of the restructuring transactions:

First Annual Meeting Two Year Term	Second Annual Meeting Two Year Term	Third Annual Meeting Two Year Term
1 Chairman of the Board	1 Vice Chairman of the Board	1 Chairman of the Board
1 Series B-1 director	4 Series B-1 directors	4 Series B-1 directors
1 Series B-2 director	1 Series B-2 director	1 Series B-2 director
2 independent directors	1 independent director	2 independent directors
One Year Term		
1 independent director		
1 Series B-1 director		

The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings. In addition, it will be a qualification for service as a director of the CBOT subsidiary that such director also serve at the same time on the board of directors of CBOT Holdings.

The holders of Class A common stock of CBOT Holdings will have the right to elect the nominating committee of CBOT Holdings, which will recommend to the board of directors of CBOT Holdings persons to stand for election as directors of CBOT Holdings. The nominating committee will be composed of five holders of Class A common stock of CBOT Holdings, four of whom will be persons who also hold Series B-1 memberships in the CBOT subsidiary and the fifth of whom will be a person who also holds a Series B-2 membership in the CBOT subsidiary. Except as described below, each member of the nominating committee will be elected to serve as a member of the nominating committee until the third annual meeting following his or her election. No member of the nominating committee may be elected or appointed to serve again as a member of the nominating committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the nominating committee may serve.

The members of the nominating committee of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the nominating committee of CBOT Holdings immediately following the completion of the restructuring transactions. The continuing members of the nominating committee will serve for the duration of their current terms. Although the nominating committee will

recommend nominees to the board of directors of CBOT Holdings, the board of directors of CBOT Holdings will exercise its own judgment in approving nominees to serve as directors. The nominating committee will also be responsible for nominating individuals to serve as members on the nominating committee.

Board of Directors—Upon the Second Approval

If and when the second approval occurs, there will be certain changes to our corporate governance structure that will take effect upon completion of a qualified initial public offering of CBOT Holdings, as described in greater detail elsewhere in this document. These changes will affect the composition of the boards of directors of CBOT Holdings and the CBOT subsidiary as well as the manner in which directors are nominated and elected to these boards.

Upon completion of a qualified initial public offering of CBOT Holdings, the boards of directors of CBOT Holdings and the CBOT subsidiary will be reconstituted such that each is composed of 17 directors and classified into two classes of nine and eight directors, respectively, each elected to serve two-year terms. On each board of directors, there will be 11 directors designated as parent directors and six directors designated as subsidiary directors. The six subsidiary directors will consist of four persons who hold Series B-1 memberships in the CBOT subsidiary and two persons who hold Series B-2 memberships in the CBOT subsidiary. Of the 17 directors, at least nine will be independent directors.

The board of directors of CBOT Holdings will be elected exclusively by the holders of the Class A common stock of CBOT Holdings and the holder of the sole share of Class B common stock of CBOT Holdings, respectively, beginning with the first annual election following completion of a qualified initial public offering, for two-year terms. The board of directors of the CBOT subsidiary will be designated or elected as follows: the 11 parent directors will be directors that are not elected but rather automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings and the six subsidiary directors will be elected exclusively by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary beginning with the first annual election following completion of a qualified initial public offering, for two-year terms.

The Chairman of the Board and Vice Chairman of the Board of both CBOT Holdings and the CBOT subsidiary will be appointed by their respective boards of directors. It is anticipated that the President and Chief Executive Officer of CBOT Holdings will be nominated and elected to serve as one of the parent directors and, if so nominated and elected, will be a voting member of both boards.

The nominating committee of CBOT Holdings will be reconstituted and shall be a committee of the board of directors of CBOT Holdings, comprised entirely of at least three independent directors appointed by the board. In addition, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will elect a nominating committee of the CBOT subsidiary to recommend to the board of directors of the CBOT subsidiary nominations of persons to stand for election as subsidiary directors. The nominating committee of the CBOT subsidiary will be comprised of four persons who hold Series B-1 memberships in the CBOT subsidiary and one person who holds a Series B-2 membership in the CBOT subsidiary.

For more information, see “Description of Capital Stock of CBOT Holdings” and “Description of Class B Memberships in the CBOT Subsidiary.”

Current Directors and Executive Officers

Set forth below are the names, ages and positions of the persons currently serving as directors and executive officers of each of CBOT Holdings and the CBOT. As described above, immediately following the completion of the restructuring transactions, the boards of directors of both CBOT Holdings and the CBOT subsidiary will consist of the members of the board of directors of the CBOT immediately prior to the completion of the

restructuring transactions. We currently expect that, subject to resignation or removal, the current executive officers of each of CBOT Holdings and the CBOT will continue to serve as executive officers of CBOT Holdings and the CBOT subsidiary, respectively, immediately following the completion of the restructuring transactions. However we can provide no assurances in this regard.

CBOT Holdings

Name	Age	Positions Held
Charles P. Carey	51	Chairman of the Board of Directors
Bernard W. Dan	43	President and Chief Executive Officer, Director
Carol A. Burke	53	Executive Vice President and Chief of Staff
William M. Farrow III	49	Executive Vice President
Glen M. Johnson	56	Senior Vice President and Chief Financial Officer

CBOT

Name	Age	Positions Held
Charles P. Carey	51	Chairman of the Board
Robert F. Corvino	47	Vice Chairman of the Board
Bernard W. Dan	43	President and Chief Executive Officer, Director
Carol A. Burke	53	Executive Vice President and Chief of Staff
William M. Farrow III	49	Executive Vice President
Bryan T. Durkin	43	Executive Vice President and Chief Operating Officer
Glen M. Johnson	56	Senior Vice President and Chief Financial Officer
Peter F. Borish	45	Director
John E. Callahan	63	Director
Mark E. Cermak	52	Director
Jackie Clegg	42	Director
Brent M. Coan	39	Director
James A. Donaldson	59	Director
Howard R. Feiler	40	Director
James P. McMillin	45	Director
Nickolas J. Neubauer	58	Director
C. C. Odom, II	62	Director
M.B. Oglesby, Jr.	62	Director
Gary V. Sagui	53	Director
Frank S. Serrino	45	Director
James R. Thompson	68	Director
Michael D. Walter	55	Director

Set forth below is a description of the backgrounds of the persons named in the tables above.

Charles P. Carey was elected as Chairman of the Board of the CBOT in March 2003. He also serves on the executive committee, and has been a member of the CBOT since 1978. Mr. Carey is a partner in the firm, Henning and Carey, a division of First Futures (Refco), a commodity trading firm. He holds one Full Membership in the CBOT.

Robert F. Corvino was appointed Vice Chairman of the Board of the CBOT in March 2003 after serving as a director since January 2000. He is also a member of the executive committee, the finance committee and the floor financial committee, of which he is the Chairman. Mr. Corvino is a member of RCH Trading LLC, a registered broker-dealer. From November 1985 to May 2000, Mr. Corvino was an independent trader. In addition, he receives compensation from us in exchange for his service as a market maker with respect to swap

and agency futures contracts. In 2002 and 2003, Mr. Corvino earned $48,750 and $105,948, respectively, for serving in such capacity. He holds one Full Membership in the CBOT.

Bernard W. Dan was appointed by the board to serve as President and Chief Executive Officer in November 2002. He served as an Executive Vice President from July 2001 until his appointment. From 1985 until July 2001, Mr. Dan worked in a number of different senior capacities for Cargill Investor Services Inc. and its affiliates, including, Asia Pacific Regional Head, Head of Global Execution and, most recently, President.

Carol A. Burke has served as Executive Vice President and Chief of Staff since November 2002 and served as Executive Vice President and General Counsel since February 1995 and Senior Vice President and General Counsel since April 1994. Prior to that time, Ms. Burke held other positions in the President's office and the Legal Department of the CBOT.

William M. Farrow III has served as an Executive Vice President since July 2001. From 1996 until July 2001, Mr. Farrow served as Senior Vice President for Bank One Corp. As Senior Vice President his responsibilities included eCommerce/eBusiness management, technology sales management and technology platform development and conversion.

Bryan T. Durkin has served as Executive Vice President since December 2003. Prior to that, Mr. Durkin served as Senior Vice President and Administrator, Office of Investigations & Audits and Order Routing from February 2000 to June 2001. From December 1999 to February 2000, Mr. Durkin served as Senior Vice President, Office of Investigations & Audits. From December 1993 through December 1999, he served as Vice President & Deputy Administrator, Office of Investigations & Audits.

Glen M. Johnson has served as Senior Vice President and Chief Financial Officer since February 1995. From December 1982 to February 1995, he was Vice President and Treasurer of the CBOT.

Peter F. Borish was appointed by the board of directors to serve as a public director in April 2004. Mr. Borish has served as Senior Managing Director of Business Development of OneChicago, LLC since 2001. He has also served as a principal of Computer Trading Corporation, which was formed to manage assets in the futures markets and which uses trading and risk management models that he created, since 1995. From 1986 to 1994, Mr. Borish led a team of researchers, traders and systems at Tudor Investment Corporation.

John E. Callahan has served as a director since March 2002, and is a member of the finance committee. He is currently an independent trader. From December 1999 to July 2001, Mr. Callahan was a Managing Member of Callahan DPM, LLC. Prior to December 1999, for over twenty years, he was an independent market maker for the CBOE. Mr. Callahan holds one Full Membership in the CBOT.

Mark E. Cermak has served as a director since January 2000, and is the Chairman of the regulatory compliance committee and the joint CBOE/CBOT advisory committee and is a member of the finance committee and the executive committee. He is currently a President of O'Connor & Co. LLC, a clearing member of the CBOT, a position he has held since January 1995. Mr. Cermak is a director of the New England Grain and Feed Council and holds one Full Membership in the CBOT.

Jackie Clegg was appointed by the board of directors to serve as a public director in September 2003. Ms. Clegg has served as the Managing Partner of the strategic consulting firm, Clegg International Consultants, LLC since August 2001. From 1997 through July 2001, Ms. Clegg was Vice Chair of the Board of Directors and First Vice President of the Export-Import Bank (Ex-Im Bank), where she also held the position of Chief Operating Officer from 1999 through September 2000.

Brent M. Coan has served as a director since March 2004, and is a member of the finance committee and the soybean oil committee. From 1999 to 2001, he was a member of the technology committee. Mr. Coan has been a

member of the CBOT since 1989 and is currently an independent trader. From 1991 to 2001, he was President of Harbour Management, Inc., a commodity trading advisory firm. Mr. Coan holds one Full Membership in the CBOT.

James A. Donaldson has served as a non-resident director since March 2004. Mr. Donaldson has been a member of the exchange since 1968 and is currently an independent trader. From 1973 to 1981, he was a general partner of Kelly Grain Company. From 1981 to 1985, he held the positions of Executive Vice President and Secretary of Kelly Commodities, Inc. Mr. Donaldson holds one Full Membership in the CBOT.

Howard R. Feiler has served as a director since March 2002. He is chairman of the audit committee and is a member of the finance committee, the regulatory compliance committee, the audit committee and the appellate committee. From 1995 to 2001, he was a member of the Treasury Bond Pit Committee. Mr. Feiler has been a bond trader/broker for AH&J Brokerage, Inc. since January 1999. From 1986 to 1998 he was employed as a vice president at Lehman Brothers. Mr. Feiler holds one Associate Membership in the CBOT.

James Patrick McMillin has served as a director since January 2000, and is a member of the human resources committee. Since May 2003, Mr. McMillin has served as a Vice President with Raymond James & Associates, Inc., a financial services company. From July 2001 to May 2003, he served as Area Director for CSI, Inc., a software engineering company. From August 2000 to July 2001, Mr. McMillin served as an Account Sales Manager at Comdisco Inc., a provider of equipment leasing and network services, data protection and financial and technology management. Prior to that, Mr. McMillin traded financial futures at the CBOT. Mr. McMillin is a director of Hinsdale Bank and Trust, a community bank, and holds one Associate Membership in the CBOT.

Nickolas J. Neubauer has served as a director since March 2003 and is a member of the executive committee, audit committee and human resources committee. Previously, he served as Chairman of the Board of the CBOT from January 2001 to 2003. He has been an independent trader at the CBOT since February 1978. He is the President of Sano Corporation, an Arizona real estate corporation that he founded in 1991. He owns one Full Membership in the CBOT and two CBOE memberships.

C. C. Odom, II has served as a director since March 2002, and is a member of the executive committee, the finance committee and the Chairman of the lessors committee. Mr. Odom is currently employed by Alexander Consulting & Billing (from 1999), Frontier Health (from 2000), and RBC Development (from 1997). He also serves on the board of directors of Mission Road Development and the South Texas Community Foundation, both of which are charitable in nature. Prior to his current employment, Mr. Odom was employed at Alamo Capital Funding from 1993 to 2000. Mr. Odom holds one Full Membership in the CBOT.

M.B. Oglesby, Jr., was appointed by the board of directors to serve as a public director in May 2003. Mr. Oglesby has been Vice Chairman at BKSH & Associates, a firm which provides Washington government relations services to a select number of domestic and international clients, since September 2002. He served as Chief of Staff to the U.S. Trade Representative, Robert B. Zoellick, from February 2001 to June 2002. Prior to such time, Mr. Oglesby served as Chairman of Oglesby Properties and President and Chief Executive Officer of the Association of American Railroads. He currently serves on the board of directors of the Bear Stearns Funds.

Gary V. Sagui has served as a director since March 2002, and is a member of the finance committee and the regulatory compliance committee. Since 1989, he has been an individual trader. Mr. Sagui holds one Full Membership, one Associate Membership and one IDEM Membership in the CBOT.

Frank S. Serrino has served as a director since March 2003. He has been a member of the CBOT since 1995 and is the President of Serrino Trading Co., Inc., serving as trader and manager-owner of the firm. Mr. Serrino owns one Full Membership in the CBOT. In addition, by virtue of his relationship with the firm of Serrino Trading Co., Inc., Mr. Serrino may also be deemed to beneficially own one Full Membership, six Associate Memberships and three COM Memberships in the CBOT.

James Robert Thompson, Jr., has served as a director since February 1991. Governor Thompson has been the Chairman of the law firm of Winston & Strawn, a national law firm that acts as counsel for the independent

allocation committee of our board of directors, since January 1991. From January 1977 to January 1991, he was the Governor of the State of Illinois. He serves on the audit and human resources committees and is Chairman of the independent allocation committee of our board of directors. Governor Thompson is a director of FMC Corporation, a diversified chemicals company; FMC Technologies, Inc., a manufacturer of products utilized in the oil and gas industry; Hollinger International Inc., a newspaper publisher; Prime Retail, Inc., a real estate investment trust specializing in factory outlet centers; Prime Group Realty Trust, a real estate investment trust focused on industrial properties, and MAXIMUS, Inc., a consulting company.

Michael D. Walter has served as a director since January 2000, and is a member of the audit committee and the human resources committee. Since October 1996, he has been Senior Vice President, Commodity Procurement and Economic Strategies of ConAgra Foods, Inc. From February 1989 to September 1996, Mr. Walter was President of ConAgra Specialty Grain Cos. Mr. Walter is Chairman of the Board of European Oat Millers, an oat milling company, and a director of ConAgra Malt, a worldwide manufacturer of malt. By virtue of his relationship with ConAgra, Mr. Walter may be deemed to beneficially own one Full Membership in the CBOT.

Committees of Directors

It is currently expected that, upon the completion of the restructuring transactions, the board of directors of CBOT Holdings will have an executive committee, finance committee, audit committee and human resources committee. Each of these committees is described in greater detail below.

Executive Committee

It is expected that CBOT Holdings will have an executive committee of the board of directors that will consist of the Chairman of the Board, Vice Chairman of the Board, the President, who shall be a non-voting member of the executive committee, and three directors who are Class B members of the CBOT subsidiary. Two of the Class B members may be nominated by the Chairman of the Board, subject to the approval of the board of the directors. The other Class B member shall be elected by the board of the directors upon the nomination of directors who are Class B members of the CBOT subsidiary. The Chairman of the Board will be the chairman of the executive committee. To be eligible to serve on the executive committee, a director must have served at least one year as a director.

The executive committee will exercise the authority of the full board of directors when the board is not in session, except as required by the certificate of incorporation or bylaws of CBOT Holdings or applicable law.

Finance Committee

It is expected that CBOT Holdings will have a finance committee of the board of directors. The Chairman of the Board, with the approval of the board of directors, will appoint the members of the finance committee, which shall consist of seven members of the board of directors. All finance committee members shall be Series B-1 members of the CBOT subsidiary, except that one finance committee member may be a Series B-2 member of the CBOT subsidiary.

Each year the Chairman of the Board shall appoint the chairman of the finance committee for a one-year term.

The finance committee will, among other things, oversee the monetary affairs of CBOT Holdings, including cash flow, balance sheet, financing activities and investment of capital, review and recommend annual budgets and capital expenditure plans for approval of the board of directors, review and recommend specific capital expenditures over an amount to be determined by the board of directors, establish revenue-sharing policies for joint ventures and alliances, review and recommend service, transaction processing and other service fee structures and review and recommend membership dues policy.

Audit Committee

It is expected that CBOT Holdings will have an audit committee of the board of directors. The audit committee will be composed of three members of the board of directors nominated by the Chairman of the Board and approved by the board of directors. It is currently expected that the members of the audit committee will be independent within the meaning of SEC rules and regulations and that one member will be an "audit committee financial expert" within the meaning of SEC rules and regulations.

The audit committee will be responsible for, among other things, recommending and hiring the outside auditor to conduct an annual audit of the financial affairs of CBOT Holdings, approving the scope of such audits, ensuring that adequate financial reporting systems and controls are in place, reviewing the audit findings and management's response to those findings and ensuring the effectiveness of outside auditors and the internal financial audit staff.

Human Resources Committee

It is expected that CBOT Holdings will have a human resources committee of the board of directors which will be composed of five members of the board of directors, including the Chairman of the Board. The chairman of the human resources committee shall be the Chairman of the Board. The other members of the human resources committee shall be nominated by the Chairman of the Board and approved by the board of directors.

The human resources committee will be responsible for, among other things, establishing human resource policies, approving, up to certain specified levels which the board of directors from time to time shall establish, senior management compensation specifically as follows: officer salaries (excluding the salary of the President) and, in conjunction with the president, non-officer salaries, reviewing and recommending senior management appointments, reviewing senior management evaluations, development and succession plans; reviewing and recommending basic organizational structure and evaluating the performance of the president.

Other Committees

In addition to these committees, it is currently expected that CBOT Holdings and the CBOT subsidiary will maintain certain other board and non-board committees as currently composed, including regulatory, disciplinary and membership committees at the CBOT subsidiary. It is also currently expected that CBOT Holdings and the CBOT subsidiary may create additional non-board advisory bodies and other non-board committees comprised of directors, officers and stockholders or members, as appropriate.

Nominating Committee

Upon the completion of the restructuring transactions, the holders of Class A common stock of CBOT Holdings will have the right to elect a nominating committee to be composed of five holders of Class A common stock of CBOT Holdings, four of whom will be Series B-1 members of the CBOT subsidiary and the fifth of whom will be a Series B-2 member of the CBOT subsidiary. This committee will review the qualifications of potential candidates and will propose to the then-sitting board of directors for their review and approval nominees for vacant positions or positions expected to be vacant on the board of directors. The nominating committee will also be responsible for nominating individuals to serve as members of the nominating committee.

Except as described below, each member of the nominating committee will be elected to serve as a member of the nominating committee until the third annual meeting following his or her election. No member of the nominating committee may be elected or appointed to serve again as a member of the nominating committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the nominating committee may serve.

The members of the nominating committee of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the nominating committee of CBOT Holdings

immediately following the completion of the restructuring transactions. The continuing members of the nominating committee will serve for the duration of their current terms. Although the nominating committee will recommend nominees to the board of directors of CBOT Holdings, the board of directors of CBOT Holdings will exercise its own judgment in approving nominees to serve as directors. The nominating committee will also be responsible for nominating individuals to serve as members on the nominating committee.

Director Compensation

We currently expect that each independent director of CBOT Holdings will receive an annual fee of $40,000, plus a meeting attendance fee of $1,500 for each meeting of the board or committee thereof that they attend. All directors of CBOT Holdings will receive reimbursement of expenses for travel to meetings.

We currently expect that directors of the CBOT subsidiary will not receive any fees, except that all directors of the CBOT subsidiary will receive reimbursement of expenses for travel to meetings to the extent such meetings do not coincide with meetings of the board of directors of CBOT Holdings.

Our current Chairman of the Board, Charles P. Carey, who was elected in March 2003, was paid a total of $192,258 in director's fees in 2003 and is expected to be paid a total of $240,000 in director's fees in 2004. Our former Chairman of the Board, Nickolas J. Neubauer, who served until March 2003, was paid $47,742 in director's fees in 2003.

Executive Compensation

The following table and the related notes set forth information relating to the compensation paid to each of the named executive officers of the CBOT, consisting of the CBOT's chief executive officers and each of the next four most highly compensated of the CBOT's current executive officers, for services rendered during the year ended December 31, 2003.

	CBOT FY 2003 Annual Compensation			
Name and Principal Position	Salary	Bonus(1)	Other Annual Compensation(2)	Total
Bernard W. Dan				
President and Chief Executive Officer	$ 800,000	$ 500,000	$ 85,181	$ 1,385,181
Carol A. Burke				
Executive Vice President and Chief of Staff	575,000	200,000	151,881	926,881
William M. Farrow III				
Executive Vice President	450,000	325,000	28,308	803,308
Bryan T. Durkin				
Executive Vice President & COO	325,000	150,000	33,563	508,563
Glen M. Johnson				
Senior Vice President & CFO	272,000	50,000	79,540	401,540

(1) Bonuses for services performed in 2003 by named executive officers were paid in January 2004, except for Mr. Dan who received his bonus during 2003 upon signing an employment agreement.

(2) Executives under contract with the CBOT are entitled to participate in all employee benefit plans and to receive all other fringe benefits as are from time to time made available to the senior management of the CBOT, which includes the CBOT contribution to a qualified 401(k) savings plan and the CBOT contribution to a non-qualified plan.

The following table presents the amount of each category of "Other Annual Compensation" paid by the CBOT with respect to each of the named executive officers:

Name	401(k) Matching Contribution	Supplemental(1)	Other(2)	Total
Mr. Dan	$ 42,000	$ 24,488	$18,693	$ 85,181
Ms. Burke	24,000	95,758	32,123	151,881
Mr. Farrow	12,750	—	15,558	28,308
Mr. Durkin	5,000	15,117	13,446	33,563
Mr. Johnson	4,680	49,792	25,068	79,540

(1) Supplemental income consists of 401(k) excess payments made to executives to compensate them for amounts they were not able to contribute to their 401(k) plan due to limitations imposed under federal law and payments made under the CBOT excess plan, described more fully below.

(2) Other income consists of taxable fringe benefits and premiums on split dollar life insurance policies paid by the CBOT on behalf of the named executive officers. As described more fully under "—Certain Business Relationships," the CBOT ceased making premium payments on split dollar life insurance policies in December 2003.

Employee Benefit Plans

401(k) and Thrift Plan

CBOT Holdings and its subsidiaries will maintain the 401(k)-type plan currently sponsored by us and currently known as the "Employee Savings Plan." This is a defined contribution retirement plan intended to qualify under Section 401 of the Internal Revenue Code. Employees of CBOT Holdings and its subsidiaries will be eligible to participate in this plan after completing three months of continuous employment.

The following table describes the elective employee and matching employer contributions as defined under this plan, and the vesting of employer contributions:

Employee Contributions*	Employer Contributions
Basic Pre-Tax 1-4%	100% Match up to 4%
Voluntary Pre-Tax 5-30%	None
Voluntary After-Tax 1-10%	None
Vesting	25% after working each of the first two calendar years. Participants become fully vested after completing three years of service.

* Subject to limits (Employee Contributions restricted to a combined limit of 40%) and other statutory annual limits.

Pension Plan

CBOT Holdings and its subsidiaries will also maintain a non-contributory defined benefit pension plan that provides a predetermined amount of retirement income to eligible participants and their beneficiaries. To participate in this plan, an employee must complete one year of employment and be 21 years of age. The policy will be to fund currently required pension costs to the extent allowed for a tax deduction by the IRS. Participants become fully vested in the plan after five years of vesting service. One year of vesting service is obtained by completing 1,000 hours of work in a calendar year after age 18.

Assuming the participant retires at age 65, the following table sets forth the retirement income for the qualified pension plan before a reduction of an amount equal to 50 percent of the participant's primary social security benefit.

PENSION PLAN TABLE

Final Average Compensation	Years of Service				
	15	20	25	30	35
$ 125,000	$ 37,500	$ 50,000	$ 62,500	$ 62,500	$ 62,500
$ 150,000	$ 45,000	$ 60,000	$ 75,000	$ 75,000	$ 75,000
$ 175,000	$ 52,500	$ 70,000	$ 87,500	$ 87,500	$ 87,500
$ 200,000	$ 60,000	$ 80,000	$ 100,000	$ 100,000	$ 100,000
$ 250,000	$ 75,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
$ 300,000	$ 90,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
$ 400,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
$ 450,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
$ 500,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
$ 600,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000

A plan participant's retirement benefit is determined by taking the difference between 50% of his final average compensation (based on participant's highest 60 consecutive months of earnings) and 50% of his or her primary social security benefit. But if the participant is credited with less than 25 years of benefit service, then the benefit amount is multiplied by a fraction, the numerator of which is the actual years of benefit service and the denominator of which is 25.

Any participant who had both attained age 50 and was fully vested in his accrued benefit under the terms of the plan as of September 1, 1985, will have his retirement benefit determined by taking the difference between 65 percent of his final average compensation and 50 percent of his primary social security benefit. But if the participant is credited with less than 25 years of benefit service, then the benefit amount is multiplied by a fraction, the numerator of which is the actual years of benefit service and the denominator of which is 25.

All earnings disclosed as "Other Annual Compensation" for each of the five named executives is included in the compensation covered by the plan, except for Other Annual Compensation amounts consisting of payment in lieu of vacation, payments for sick days earned over plan limits and payments for the tax effect on Exec-u-care and 401K payments in excess of qualified limits. Covered compensation for 2003 for Mr. Dan, Ms. Burke, Mr. Farrow, Mr. Durkin and Mr. Johnson was $1,750,000, $800,000, $800,000, $400,000 and $317,000, respectively. As of December 31, 2003, the estimated credited years of service under the CBOT pension plan for Mr. Dan, Ms. Burke, Mr. Farrow, Mr. Johnson and Mr. Durkin are 2, 21, 2, 26 and 21, respectively.

CBOT Excess Plan

CBOT Holdings and its subsidiaries will maintain our non-qualified plans that are not subject to the Employee Retirement Income Security Act of 1974. Officers of the CBOT whose compensation limits their benefits under certain sections of federal law are compensated at year end for any benefit shortfall based on current actuarial assumptions that mirror the defined benefit or defined contribution plans. These year-end payments are intended to make up for the reduction in qualified pension plan benefits payable to those certain employees because of the limitations imposed under federal law.

CBOT Holdings and its subsidiaries also will maintain a nonqualified supplemental pension plan for certain former employees. The liability for this nonqualified plan is funded by life insurance on the lives of the participating employees. CBOT Holdings and its subsidiaries will succeed to the trust established by us for the purpose of administering the nonqualified plan.

Health Plan

CBOT Holdings and its subsidiaries will maintain the health plan currently sponsored by us which provides multiple medical and dental coverage options covering qualified participants and their eligible dependents. New employees are eligible to participate in the plan if working on a full-time basis after 30 days of consecutive active service. Plan funding is accomplished through a combination of fully insured and self-funded arrangements. Employees contribute specified amounts to the plan, depending on the medical or dental option elected and the number of dependents covered. The administration of claims is performed by insurance carriers and paid claims administrators.

Insurance Benefit Plan

CBOT Holdings and its subsidiaries will maintain our non-contributory welfare plan providing life, disability and accidental death and dismemberment benefits to eligible participants. New employees are eligible to participate in the plan if working on a full-time basis after 30 days of consecutive active service. The plan pays certain insurance carriers premiums through which designated benefits are paid.

Non-Qualified Plans

CBOT Holdings and its subsidiaries will maintain our non-qualified plans that are not subject to the Employee Retirement Income Security Act of 1974. Employees whose compensation limits their benefits under Section 415 of the Internal Revenue Code are compensated at year end for any benefit shortfall based on current actuarial assumptions that mirror the defined benefit or defined contribution plans.

CBOT Holdings and its subsidiaries also will maintain a nonqualified supplemental pension plan for certain former employees. The liability for this nonqualified plan is funded by life insurance on the lives of the participating employees. CBOT Holdings and its subsidiaries will succeed to the trust established by us for the purpose of administering the nonqualified plan.

Frozen Extended Leave Bank

Any banked sick time that CBOT employees had accumulated prior to January 1, 2002 was deposited into a Frozen Extended Leave Bank. No additional time can be added to this bank and there are only two situations where the Frozen Extended Leave Bank can be used. The first situation is retirement. Employees who retire from the CBOT will be paid 100% of the balance in their bank. The second situation is an extended leave of absence. Employees with time in their Frozen Extended Leave Bank can use this time to be paid 100% of their pay while absent from work because of a Short Term Disability and/or Family Medical Leave of Absence. The CBOT accrues the value of hours in the Frozen Extended Leave Bank for employees based on a calculation that assumes the likelihood that they will meet the requirements for retirement from the CBOT. Glen Johnson, Senior Vice President and Chief Financial Officer of the CBOT, has reached retirement eligibility status and has hours in his Frozen Extended Leave Bank equal to approximately $0.1 million.

Employment-Related Agreements

Vitale Separation Agreement

In November 2002, in connection with the resignation of David J. Vitale, our President and Chief Executive Officer, we entered into a general release and separation agreement with Mr. Vitale which terminated certain terms of Mr. Vitale's employment agreement. Under the agreement, the CBOT is obligated to continue to pay Mr. Vitale's base salary at a rate of $1,250,000 per annum through December 31, 2004 and was obligated to pay Mr. Vitale a performance bonus of $500,000 and Mr. Vitale's supplemental 401(k) plan payment for the calendar year ended December 31, 2002. The CBOT was required to provide Mr. Vitale with all health benefits covering Mr. Vitale as of the date of termination, and to provide Mr. Vitale with an office, clerical assistance and a parking space at its facilities, through November 30, 2003. In addition, Mr. Vitale remained vested in the appreciation

units granted as incentive awards vested on or before March 31, 2003 and retained the right to exercise such vested appreciation units on or before March 31, 2003.

Under the agreement, Mr. Vitale agreed to release and discharge the CBOT, its affiliates, directors, officers, members, employees, representatives and insurers from any and all claims suits, demands, causes of action and other liabilities arising from any matter occurring on or prior to the date of the Agreement. The failure of Mr. Vitale to comply with these obligations will result in the termination of Mr. Vitale's ability to exercise his vested appreciation units.

Other Agreements

We also have an Executive Employment Agreement with Carol A. Burke, our Executive Vice President and Chief of Staff. The term of the agreement began May 18, 1999 and ran until May 18, 2002. The employment period under the agreement is extended for one calendar month for each calendar month after May 2001 that Ms. Burke serves under her agreement. The CBOT and Ms. Burke each have the right to provide notice to the other party to their respective agreements of their intent to cease extending such agreement and, upon such notice, the term of such agreement shall terminate 12 calendar months following the furnishing of notice of such intent. The agreement provides for a base salary of $500,000 and annual increases as determined by our board of directors in its sole discretion. The agreement provides that the executive is entitled to participate in all of our employee benefit plans that are generally available to senior management, including post-employment medical and dental benefits.

In the event of Ms. Burke's disability, she would receive her base compensation for the first year during which she is under the disability. After the first year, she would receive one-half of her base pay during the remainder of the disability, but not beyond the end of the employment term. This disability pay would be reduced to the extent she receives payments from other sources such as insurance as a result of the disability. We may terminate her if the disability is total and permanent, in which case she would be entitled to her base compensation through the end of the employment term. Pursuant to the agreement, Ms. Burke agrees to certain non-competition provisions during the employment term and for one year thereafter.

We have also entered into an Employment Agreement with Bernard W. Dan, our President and Chief Executive Officer. The term of the agreement began September 1, 2003 and will terminate on December 31, 2006. The term may be extended for successive two-year terms if the CBOT notifies Mr. Dan at least six months prior to the expiration of the initial or any successive term.

The agreement provides for an annual base salary of $800,000 in 2003, $900,000 in 2004, $950,000 in 2005 and $1,000,000 in 2006, or such higher salary as our board of directors may determine in its sole discretion. In addition to the base salary, Mr. Dan is entitled to receive a cash performance bonus, which shall be determined by our board of directors based upon Mr. Dan's performance and upon our operating results during the year, but which shall not be less than $500,000 for 2003, $200,000 for 2004, $300,000 for 2005 and $400,000 for 2006. The agreement also provides that Mr. Dan is entitled to participate in all of our employee benefit plans that are generally available to senior management.

In the event of Mr. Dan's death or disability, Mr. Dan is entitled to receive the amount of base salary and the minimum performance bonus that he would have received had he remained employed by us for 18 months after the date that his employment is terminated by such death or disability. Pursuant to the agreement, Mr. Dan is subject to certain non-competition provisions while he is employed by us and for one year thereafter.

We have entered into an arrangement with William M. Farrow pursuant to which he will be entitled to one year of his current annual salary should his employment be terminated other than for cause.

Beneficial Ownership of Management and Directors

The following table lists the shares of capital stock of CBOT Holdings that will be beneficially owned following the completion of the restructuring transactions by each of the directors, each of the executive officers named in the summary compensation table included at "—Executive Compensation" and CBOT Holdings' directors and executive officers as a group. Except as otherwise indicated below, this information is based on the beneficial ownership known to us by those persons of CBOT memberships as of November 5, 2004. There was no person known to us to be the beneficial owner of more than five percent of the membership interests of CBOT as of such date and none of the persons listed in the table below are currently expected to beneficially own one percent or more of any of the shares of common stock of CBOT Holdings.

Name of Beneficial Owner	Number of Shares of Class A Common Stock	Percent of Class
Bernard W. Dan	—	—
Carol A. Burke	—	—
William M. Farrow III	—	—
Glen M. Johnson	—	—
Bryan T. Durkin	—	—
Charles P. Carey	27,338	*
Robert F. Corvino	27,338	*
Peter F. Borish	—	—
John E. Callahan	27,338	*
Mark E. Cermak	27,338	*
Jackie Clegg	—	*
Brent M. Coan	27,338	*
James A. Donaldson	27,338	*
Howard R. Feiler	10,000	*
James P. McMillin	10,000	*
Nickolas J. Neubauer	27,338	*
C. C. Odom, II	27,338	*
M.B. Oglesby, Jr.	—	—
Gary V. Sagui	38,438	*
Frank S. Serrino(1)	122,176	*
James R. Thompson	—	—
Michael D. Walter(2)	27,338	*
Directors and Executive Officers as a group (22 persons)	426,656	*

*Indicates percent of class owned is not more than 1%.

(1) Includes 94,838 shares of Class A common stock owned by Serrino Trading Co., Inc., which Mr. Serrino may be deemed to beneficially own. Mr. Serrino disclaims such beneficial ownership.

(2) Includes 27,338 shares of Class A common stock owned by ConAgra Trade Group, Inc., which Mr. Walter may be deemed to beneficially own. Mr. Walter disclaims such beneficial ownership.

Our directors and officers hold memberships entitling them to cast an aggregate of 13 3/6 votes on each of the propositions, representing about 0.9% of the total votes that may be cast. As described above, certain of our directors own memberships of various classes in the CBOT. As a result, their interests may differ from and conflict with your interests.

Certain Business Relationships

Our Vice Chairman of the Board, Robert F. Corvino, receives compensation from us in exchange for his service as a market-maker with respect to swap and agency futures contracts. In 2002 and 2003, Mr. Corvino earned $48,750 and $105,948, respectively, for serving in such capacity.

James Robert Thompson, Jr., has served as a director since February 1991. Governor Thompson has been the Chairman of the law firm of Winston & Strawn, a national law firm that acts as counsel for the independent allocation committee of our board of directors, since January 1991.

In 1989, as a benefit to some of our key executives, including Carol A. Burke and Glen M. Johnson, we entered into an arrangement to pay the premiums to provide split dollar life insurance on behalf of such executives. As part of this program, the premiums on these policies accumulated as cash surrender value and such cash surrender value was to be repaid to us upon the termination of employment or death of the employee. As a result of uncertainty as to whether the payment of premiums by the CBOT on split dollar life insurance policies would constitute a personal loan prohibited under the Sarbanes-Oxley Act of 2002, in December 2003, we ceased making premium payments under such policies, recovered the aggregate amount of premium payments made under such policies, and transferred the policies to Ms. Burke and Mr. Johnson together with any remaining cash surrender value. At the time of transfer, the cash surrender value of the policies received by Ms. Burke and Mr. Johnson were about $74,000 and $73,000, respectively.

DESCRIPTION OF CAPITAL STOCK OF CBOT HOLDINGS

We describe generally below the material terms of the capital stock, certificate of incorporation and bylaws of CBOT Holdings. However, this description is not complete. For a complete description of the terms of the capital stock, certificate of incorporation and bylaws of CBOT Holdings, we refer you to the forms of amended and restated certificate of incorporation and bylaws of CBOT Holdings, which are attached as Appendices E and F, respectively, to this document. We urge you to read those documents carefully before voting on the propositions relating to the restructuring transactions.

Authorized Capital Stock

Under its certificate of incorporation, the authorized capital stock of CBOT Holdings will consist of:

- 200,000,000 shares of Class A common stock, $0.001 par value per share, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, Series A-2 and Series A-3;
- one share of Class B common stock, $0.001 par value per share; and
- 20,000,000 shares of preferred stock, $0.001 par value per share.

Immediately following completion of the restructuring transactions, there will be issued and outstanding 16,457,138 shares of Series A-1 common stock, 16,451,349 shares of Series A-2 common stock and 16,451,349 shares of Series A-3 common stock, all of which will be validly issued, fully paid and non-assessable. The three series of Class A common stock will be identical, except that the transfer restrictions associated with each series will be of a different duration. Although there will be 150,640,164 additional authorized shares of Class A common stock, one authorized share of Class B common stock and 20,000,000 authorized shares of preferred stock of CBOT Holdings, the board of directors of CBOT Holdings will not have the ability to approve the issuance of any additional capital stock unless and until the second approval has occurred.

Upon the occurrence of the second approval, CBOT Holdings would have the ability to issue additional shares of capital stock, including in connection with a public offering of shares of capital stock to investors who are not also members in the CBOT subsidiary. This could result in the ownership of CBOT Holdings being shared with persons who are not also members of the CBOT subsidiary.

In the event that the second approval has occurred, it is anticipated that the CBOT Holdings board of directors would approve the issuance of the sole share of Class B common stock of CBOT Holdings to the subsidiary voting trust only in connection with the completion of a qualified initial public offering. The sole share of Class B common stock of CBOT Holdings would then be held by the trust in order to facilitate the election of subsidiary directors to the board of directors of CBOT Holdings, as described in greater detail elsewhere in this document.

Common Stock of CBOT Holdings

General

The Class A common stock of CBOT Holdings will represent an equity interest in CBOT Holdings and will generally have traditional features of common stock, including, dividend, voting and liquidation rights. The Class A common stock of CBOT Holdings may be issued as a single class, without series, or as determined from time to time by the board of directors, either in whole or in part in two or more series.

Dividends

Subject to the limitations under Delaware law and any preferential dividend rights of outstanding preferred stock, holders of common stock of CBOT Holdings will be entitled to receive proportionately such dividends or

other distributions as may be declared by the board of directors of CBOT Holdings out of funds legally available therefore. It is not currently anticipated that CBOT Holdings will pay dividends on its common stock in the foreseeable future. However, CBOT Holdings may later determine to pay dividends out of its available surplus.

General Voting Rights

Unless otherwise required by the certificate of incorporation of CBOT Holdings or applicable law, holders of Class A common stock of CBOT Holdings, including the Series A-1, A-2 and A-3 common stock, will be entitled to one vote per share with respect to all matters upon which the stockholders of CBOT Holdings are entitled to vote generally, including amendments to the certificate of incorporation, mergers, sales of all or substantially all of the corporate assets or property or a dissolution. Holders of Class A common stock of CBOT Holdings will also be entitled to one vote per share on the election of directors to the board of directors of CBOT Holdings, subject to the special rights of the holder of the sole share of Class B common stock to elect six subsidiary directors to the board of directors of CBOT Holdings at and following the first annual election after completion of a qualified initial public offering. Except with respect to such special rights of the holder of the Class B common stock, the holder of the Class B common stock shall have no other rights to vote.

The common stock of CBOT Holdings will not have cumulative voting rights.

Special Voting Rights of the Class A Common Stock

The holders of Class A common stock of CBOT Holdings will have the right to vote on any proposal for a transaction (or series of related transactions) either involving the sale of a significant amount of CBOT Holdings' assets to a third party or in which CBOT Holdings proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary. Further, it will require the approval of the holders of the Class A common stock of CBOT Holdings for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any of the following proposals:

- any merger of the CBOT subsidiary with a third party;
- any transaction (or series of related transactions) involving the sale of a significant amount of the CBOT subsidiary's assets to a third party;
- any transaction (or series of related transactions) in which the CBOT subsidiary proposes to acquire, invest in or enter into a business in competition with the then existing business of the CBOT subsidiary; or
- any dissolution or liquidation of the CBOT subsidiary.

For these purposes, a "significant amount" of assets means 10% of the fair market value of the assets, both tangible and intangible, of CBOT Holdings as of the time of the board approval of the proposed sale, as determined by the board of directors of CBOT Holdings in its sole and absolute discretion. The board of directors of CBOT Holdings will determine, in its sole and absolute discretion, whether any business is in competition with the then existing business of the CBOT subsidiary (which will also include any business proposed as of such time).

Proposals for CBOT Holdings to engage in such transactions or to vote its Class A membership in the CBOT subsidiary in favor of such transactions will be adopted only if a majority of the outstanding shares of Class A common stock are voted in favor of the proposal.

Special Voting Rights of the Class B Common Stock

Beginning with the first annual election following the completion of a qualified initial public offering, the holder of the sole share of Class B common stock will be entitled to vote to elect six subsidiary directors to the

board of directors of CBOT Holdings. However, the holder of the sole share of Class B common stock will be the subsidiary voting trust, which will be obligated to vote to elect to the board of directors of CBOT Holdings the subsidiary directors who have been elected to serve on the board of directors of the CBOT subsidiary by the Series B-1 and B-2 members of the CBOT subsidiary. Thus, the voting rights of the sole share of Class B common stock should ensure that, following the issuance of such share, the persons elected to board of directors of the CBOT subsidiary by the Series B-1 and B-2 members of the CBOT subsidiary will also be elected to serve on the board of directors of CBOT Holdings.

No Conversion, Preemptive or Subscription Rights

The holders of common stock of CBOT Holdings will have no conversion, preemptive or subscription rights, other than the automatic conversion terms of the Series A-1, A-2 and A-3 common stock of CBOT Holdings described below at "—Transfer Restrictions."

Liquidation Rights

Subject to any preferential dividend rights of outstanding preferred stock, upon any liquidation, dissolution or winding up of CBOT Holdings, whether voluntary or involuntary, holders of common stock of CBOT Holdings will be entitled to receive pro rata such assets as are available for distribution to stockholders. In other words, each share of common stock of CBOT Holdings shall have equal liquidation rights.

Transfer Restrictions

The shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings will generally be subject to a complete restriction on transfer. Notwithstanding this restriction on transfer, stockholders may transfer all, but not less than all, of their shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings if all such shares are transferred together with the Class B membership associated with such shares (i.e., 9,114, 9,112 and 9,112 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, with one Series B-1 membership in the CBOT subsidiary, 3,334, 3,333 and 3,333 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, with one Series B-2 membership in the CBOT subsidiary, 1,668, 1,666 and 1,666 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, with one Series B-3 membership in the CBOT subsidiary, 368, 366 and 366 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, with one Series B-4 membership in the CBOT subsidiary, and 834, 833 and 833 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, with one Series B-5 membership in the CBOT subsidiary). In addition to this exception to the restriction on transfer, your Series A-1, A-2 and A-3 common stock of CBOT Holdings may be transferred by operation of law or in connection with certain bona fide pledges.

This restriction on transfer may be removed or reduced if the board of directors and holders of Class A common stock of CBOT Holdings approve an amendment to the relevant provision of the certificate of incorporation of CBOT Holdings.

In addition to the restrictions discussed above, pursuant to the Securities Act, shares of Class A common stock of CBOT Holdings received in connection with the restructuring transactions by "affiliates" of CBOT Holdings may be resold only pursuant to further registration under the Securities Act or in transactions that are exempt from registration under the Securities Act. See "Shares and Memberships Eligible for Future Sale."

If and when the second approval has occurred, additional exceptions to the transfer restrictions discussed above will become effective. In particular, subject to the right of CBOT Holdings to conduct organized sales of Class A common stock of CBOT Holdings, as described more fully below at "—Organized Sales," the transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings will effectively terminate following completion of a qualified initial public offering, with the transfer restrictions on Series A-1, A-2, and A-3 common stock of CBOT Holdings expiring 180, 360 and 540 days, respectively, following such qualified initial

public offering and such shares converting into unrestricted Class A common stock of CBOT Holdings. If, after the second approval has occurred, a qualified initial public offering has not occurred within three years of the second approval, the transfer restrictions discussed above will expire and all outstanding Series A-1, A-2 and A-3 common stock of CBOT Holdings will automatically convert into unrestricted Class A common stock of CBOT Holdings 180, 360 and 540 days, respectively, following the date that is three years after the second approval.

In addition, if and when the second approval has occurred, certain additional exceptions to the general transfer restrictions discussed above, which we refer to as "permitted transfers," will take effect:

- "conversion transfers," in which Series A-1, A-2 and A-3 common stock of CBOT Holdings is converted into unrestricted Class A common stock in connection with transfers to CBOT Holdings, transfers in a qualified initial public offering or an organized sale of Class A common stock of CBOT Holdings, transfers to satisfy exchange claims and other conversion transfers approved by the board of directors of CBOT Holdings; and
- "non-conversion transfers," in which Series A-1, A-2 and A-3 common stock of CBOT Holdings is not converted into unrestricted Class A common stock of CBOT Holdings and remains subject to transfer restrictions in connection with transfers of the related Class B membership in the CBOT subsidiary, transfers to certain family members for estate planning or education purposes, bona fide pledges to lending institutions to secure trading right purchases, pledges to clearing members and other non-conversion transfers approved by the board of directors of CBOT Holdings.

After the second approval, the board of directors of CBOT Holdings will have the ability to reduce or eliminate the general transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings.

As described more fully below at "Description of Class B Memberships in the CBOT Subsidiary," if and when the second approval has occurred, the reciprocal restrictions on transfer applicable to Class B memberships in the CBOT subsidiary will terminate and Class B memberships will thereafter be freely transferable without the applicable Series A-1, A-2 and A-3 common stock of CBOT Holdings, subject to satisfaction of any applicable membership requirements of the CBOT subsidiary.

The sole share of Class B common stock of CBOT Holdings will generally be subject to a complete restriction on transfer. However, the board of directors of CBOT Holdings may authorize the transfer of the share of Class B common stock of CBOT Holdings upon receipt of direction to transfer such share of Class B common stock of CBOT Holdings from the CBOT subsidiary following approval of such direction by the Series B-1 and B-2 members of the CBOT subsidiary.

Organized Sales

After completion of a qualified initial public offering, CBOT Holdings will have the right to conduct organized sales of Class A common stock of CBOT Holdings received immediately following, and as a result of, the restructuring transactions when the transfer restriction period applicable to the Series A-1, A-2 and A-3 common stock is scheduled to expire. The purpose of this right is to enable CBOT Holdings to facilitate a more orderly distribution of Class A common stock of CBOT Holdings into the public marketplace. If CBOT Holdings elects to conduct an organized sale, no shares of the Series A-1, A-2 or A-3 common stock of CBOT Holdings for which transfer restrictions are scheduled to expire (as a result of the automatic conversion of such shares as discussed above) or of any other series that is subject to transfer restrictions may be sold during the applicable transfer restriction period, except as part of the organized sale or in a permitted transfer.

In order for CBOT Holdings to elect to conduct an organized sale, it must provide the holders of Series A-1, A-2 and A-3 common stock with a written notice of election to organize the sale of the applicable series of Class A common stock for which transfer restrictions are scheduled to expire at least 60 days prior to the scheduled expiration of the applicable transfer restriction period. Holders of such series of Class A common stock of CBOT Holdings will have 20 days following receipt of that notice to provide CBOT Holdings with written notice of intent to participate in the organized sale with respect to such series, any other series that remain subject to transfer restrictions and any unrestricted Class A common stock. The written notice must specify the series of Class A common stock and the number of shares thereof, and the number of shares of unrestricted Class A common stock that the holder has elected to include in the applicable organized sale. If such holders do not

provide written notice to CBOT Holdings during that 20-day period, they will be deemed to have elected not to include any shares in the organized sale.

The actual number of shares that may be sold in an organized sale will depend on market conditions, investor demand and the requirements of any underwriters or placement agents and may be fewer than the aggregate number requested by stockholders to be included in the organized sale. In that event, there will be a reduction in the number of shares that individual holders may sell based on a cut-back formula to be adopted by the board of directors of CBOT Holdings. In the event of such a cut-back, priority will be given first to shares of the series then scheduled to be released, second to shares of a series scheduled to be released from transfer restrictions at a later date and finally to unrestricted Class A common stock. The organized sale may take the form of an underwritten secondary offering, a private placement of Class A common stock to one or more purchasers, a repurchase of Class A common stock by CBOT Holdings or a similar process selected by the board of directors of CBOT Holdings. The stockholders' right to participate in an organized sale will be contingent upon the execution of all agreements, documents and instruments required to effect such sale, including, if applicable, an underwriting agreement.

CBOT Holdings may proceed with the sale of fewer than all of the shares that have been requested to be included in an organized sale, including less than all of the shares of the series scheduled for release at the expiration of the related transfer restriction period. Additionally, CBOT Holdings will be under no obligation to complete the organized sale.

If less than all of the shares of the series scheduled to be released that a stockholder requests be sold in the related organized sale are sold in such organized sale, or the stockholder elects not to include all of the shares of the series scheduled for release in the applicable organized sale, the stockholder will be able to sell, on the 91st day after the later of the expiration of the related transfer restriction period and the completion of the organized sale, any of those shares that were not sold or included (i.e., such shares will automatically convert into unrestricted shares of Class A common stock on such date).

If CBOT Holdings elects to conduct an organized sale, it will be required to complete such organized sale no later than 60 days after the expiration date of the related transfer restriction period. If the organized sale is not completed within 60 days following the applicable expiration date, any shares of the series that would have been released at the expiration of the related transfer restriction period, but for the organized sale, will automatically convert into unrestricted Class A common stock on the 61st day after the expiration of the related transfer restriction period. However, any organized sale undertaken in conjunction with the scheduled expiration of transfer restrictions applicable to the Series A-3 common stock of CBOT Holdings must be completed no later than 540 days following a qualified initial public offering. If such sale is not completed within 540 days following a qualified initial public offering, all issued and outstanding shares of Series A-3 common stock shall automatically convert into unrestricted Class A common stock on the 541st day following the qualified initial public offering.

If CBOT Holdings elects not to conduct an organized sale at the time of any scheduled expiration of transfer restrictions applicable to a series of Class A common stock of CBOT Holdings, the shares of that series for which transfer restrictions are scheduled to expire will automatically convert into unrestricted Class A common stock of CBOT Holdings at the expiration of the applicable transfer restriction period.

Preferred Stock

If and when the second approval has occurred, the board of directors of CBOT Holdings will be authorized to issue shares of preferred stock in one or more series; to establish from time to time the number of shares to be included in each series; and to fix the rights, preferences and privileges of the shares of each wholly unissued series and any of its qualifications, limitations or restrictions. Furthermore, the board of directors of CBOT Holdings may increase or decrease the number of shares of any series, but not below the number of shares of that series then outstanding, without any further vote or action by the stockholders of CBOT Holdings. At such time, the board of directors of CBOT Holdings may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of Class A common stock of CBOT Holdings. CBOT Holdings currently has no plans to issue any shares of preferred stock.

Other Certificate of Incorporation and Bylaw Provisions

Board of Directors

The directors serving on the board of directors of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the boards of directors of both CBOT Holdings and the CBOT subsidiary immediately following the completion of the restructuring transactions. The continuing directors will serve for the duration of their current terms with the exception of the current public directors, whose terms will end in connection with the first annual election following the completion of the restructuring transactions. It is currently expected that this annual election will occur in the first or second quarter of 2005.

The size of the board of directors of CBOT Holdings will be reduced from 18 directors to 16 directors in connection with the first annual meeting of stockholders following the completion of the restructuring transactions. The board of directors of CBOT Holdings will then consist of:

- the Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary;
- a Vice Chairman of the Board, who will be a holder of a Series B-1 membership in the CBOT subsidiary;
- eight directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- two directors, who will be holders of Series B-2 memberships in the CBOT subsidiary;
- three directors, who will be “independent” within the meaning of the certificate of incorporation and bylaws of CBOT Holdings; and
- the President and Chief Executive Officer of CBOT Holdings, who will be a non-voting director.

Except as described below, each director of CBOT Holdings will be elected to serve as a director until the second annual meeting of such corporation following their election and will not be subject to term limits.

The elected directors of CBOT Holdings will be classified into two classes of directors consisting of eight directors and seven directors, respectively. The first class of directors will consist of:

- the Chairman of the Board;
- four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and
- two independent directors.

The second class of directors will consist of:

- the Vice Chairman of the Board;
- four directors, who will be holders of Series B-1 memberships in the CBOT subsidiary;
- one director, who will be a holder of a Series B-2 membership in the CBOT subsidiary; and
- one independent director.

The President and Chief Executive Officer will, upon appointment to such position, automatically become a non-voting director.

At the first annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions, the holders of Class A common stock of CBOT Holdings will elect seven directors, consisting of two of the directors from the second class of directors and five directors from the first class of directors. The directors of the second class will be elected to serve until the second annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions, and the directors of

the first class will be elected to serve until the third annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions. Thereafter, each class of directors will be elected at every other annual meeting, beginning with the second class at the second annual meeting of the stockholders of CBOT Holdings following the completion of the restructuring transactions.

Upon completion of a qualified initial public offering, the board of directors will be reconstituted such that it is composed of 17 directors and classified into two classes of nine and eight directors, respectively, each elected to serve for two-year terms. There will be 11 directors designated as “parent directors” and six directors designated as “subsidiary directors,” who will be elected exclusively by the holders of the Class A common stock of CBOT Holdings and the holder of the sole share of Class B common stock of CBOT Holdings, respectively, beginning with the first annual election following completion of a qualified initial public offering. The six subsidiary directors will consist of four persons who hold Series B-1 memberships in the CBOT subsidiary and two persons who hold Series B-2 memberships in the CBOT subsidiary. Of the 17 directors, at least nine will be independent within the meaning of the certificate of incorporation and bylaws of CBOT Holdings.

Upon completion of a qualified initial public offering, the Chairman of the Board and Vice-Chairman of the Board will be appointed by the board of directors rather than elected by the stockholders of CBOT Holdings. It is anticipated that the President and Chief Executive Officer of CBOT Holdings will be nominated and elected to serve as one of the parent directors. If nominated and elected, the President and Chief Executive Officer will be a voting member of the board of directors, with the same rights and privileges as other members of the board of directors of CBOT Holdings.

Nomination Procedures for Directors

The holders of Class A common stock of CBOT Holdings will have the right to elect a nominating committee to recommend to the board of directors nominations of persons to stand for election as directors of CBOT Holdings. The nominating committee will be composed of five holders of Class A common stock of CBOT Holdings, four of whom will be persons who also hold Series B-1 memberships in the CBOT subsidiary and the fifth of whom will be a person who also holds a Series B-2 membership in the CBOT subsidiary. Except as described below, each member of the nominating committee of CBOT Holdings will be elected to serve as a member of the nominating committee until the third annual meeting following his or her election. No member of the nominating committee may be elected or appointed to serve again as a member of the nominating committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the nominating committee may serve.

The members of the nominating committee of the CBOT immediately prior to the completion of the restructuring transactions will continue as members of the nominating committee of CBOT Holdings immediately following the completion of the restructuring transactions. The continuing members of the nominating committee will serve for the duration of their current terms.

Although the nominating committee will provide nominations to the board of directors of CBOT Holdings, the board of directors of CBOT Holdings will make an independent determination, in accordance with its fiduciary duties, to nominate individuals to serve as directors. In addition to nominations recommended by this committee, the holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee satisfies applicable qualifications to serve as a director and such stockholder satisfies certain advance notice requirements. If such stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both holders of Class A common stock of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other appropriate information related to such nominee that is provided with respect to the board of directors’ nominees in such proxy statement and form of proxy.

Upon completion of a qualified initial public offering, the nominating committee of CBOT Holdings will be reconstituted and shall thereafter be a committee of the board of directors of CBOT Holdings, composed entirely of at least three independent members of the board of directors of CBOT Holdings who have been appointed by the board of directors of CBOT Holdings. However, upon completion of a qualified initial public offering, the holders of Class A common stock of CBOT Holdings will continue to be entitled to directly nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and such stockholder satisfies certain advance notice requirements. Furthermore, if, upon completion of a qualified initial public offering, such stockholder satisfies such requirements and delivers a petition executed by at least 40 persons who are both holders of Class A common stock of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will continue, to the extent it prepares and delivers a proxy statement and form of proxy to its stockholders, at its own expense, to include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.

Advance Notice Procedures

Advance notice must be delivered to CBOT Holdings of any business to be brought by a stockholder before an annual meeting of stockholders and of any nominations by stockholders of persons for election to the CBOT Holdings board of directors or nominating committee at an annual or special meeting of stockholders.

Generally, for business to be brought before an annual meeting of stockholders, such advance notice provisions will require that a stockholder must give written notice to the secretary of CBOT Holdings not less than 20, nor more than 60, days prior to the first anniversary of the date on which CBOT Holdings first mailed its proxy materials for the preceding year's annual meeting of stockholders. In each case, the notice must set forth specific information regarding such stockholder and each director nominee or other business proposed by such stockholder, as applicable, as provided in the bylaws. Except as described below with respect to nominations by stockholders of CBOT Holdings for persons to be elected to the board of directors of CBOT Holdings at a special meeting of stockholders at which directors are to be elected, stockholders will not be permitted to make proposals, or bring other business, at a special meeting of stockholders.

Nominations by stockholders for persons to be elected to the CBOT Holdings board of directors at a special meeting of the stockholders, if directors are to be elected at such meeting, generally will require that a stockholder give written notice to the secretary of CBOT Holdings not later than the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the CBOT Holdings board of directors.

If nominations are made in accordance with such advance notice procedures, CBOT Holdings shall, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy in the event that:

- a stockholder proposes to nominate an individual for election or reelection as a director of CBOT Holdings or election to the nominating committee;
- such stockholder has satisfied each of the terms and conditions described above for the nomination of such nominee; and
- such stockholder has delivered to the secretary of CBOT Holdings a written petition, executed by at least 40 persons who are both holders of a Series B-1 membership in the CBOT subsidiary and holders of Class A common stock of CBOT Holdings, proposing to nominate such nominee.

Special Meetings of Stockholders

The Chairman of the Board or the board of directors of CBOT Holdings may call special meetings of the stockholders. In addition, the Chairman of the Board or the board of directors of CBOT Holdings will be required

to call a special meeting upon the written request of the holders of at least 10% of outstanding Class A common stock of CBOT Holdings. However, upon completion of a qualified initial public offering, the holders of Class A common stock of CBOT Holdings will no longer have the right to require CBOT Holdings to call a special meeting of the stockholders.

No Action by Written Consent of Stockholders

All actions of the holders of Class A common stock must be taken by a vote of the holders of Class A common stock at an annual or special meeting, and Class A common stockholders are not permitted to take action by written consent without a meeting. The holder of the sole share of Class B common stock of CBOT Holdings is permitted to take action by written consent.

Amendment of Certificate of Incorporation

The approval of the board of directors of CBOT Holdings and the approval of a majority of the outstanding shares of Class A common stock of CBOT Holdings will be required in order to amend the certificate of incorporation.

Amendment of Bylaws

The board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of stockholders. However, the holders of the Class A common stock of CBOT Holdings will have the right to initiate, without the approval of the board of directors of CBOT Holdings, proposals to adopt, amend or repeal the bylaws of CBOT Holdings. The approval of a majority of the votes cast at any annual or special meeting of the holders of Class A common stock of CBOT Holdings is required in order to adopt, repeal or amend the bylaws in response to such stockholder proposals.

Delaware Anti-Takeover Statute

CBOT Holdings will elect to be subject to a Delaware anti-takeover statute. Subject to certain exceptions, this statute prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- prior to such date, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon the completion of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding, for purposes of determining the number of shares outstanding, those shares owned by persons who are directors and also officers and by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 $^{2}/_{3}$% of the outstanding voting stock which is not owned by the interested stockholder.

For purposes of this statute, a "business combination" includes a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and an "interested stockholder" is a person who, together with affiliates and associates, owns 15% or more of the corporation's voting stock or a person who is an affiliate of

the corporation and who did own, within three years prior to the date of determination whether the person is an "interested stockholder," 15% or more of the corporation's voting stock.

Limitation of Liability of Directors

As authorized by Delaware law, a director of CBOT Holdings will not be personally liable to CBOT Holdings or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to CBOT Holdings or its stockholders;
- for any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided by Delaware law; or
- for any transaction from which the director derived an improper personal benefit.

The inclusion of this provision in our certificate of incorporation may have the effect of reducing the likelihood of derivative litigation against directors, and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefited CBOT Holdings and its stockholders.

CBOT Holdings will indemnify its directors, officers, committee members and employees and may indemnify its agents to the fullest extent permitted by law. The bylaws will also permit CBOT Holdings to secure insurance on behalf of any officer, director, committee member, employee or other agent for any liability arising out of his or her actions in that capacity, regardless of whether the bylaws would permit indemnification.

Transfer Agent

We have selected ComputerShare Investor Services LLC to serve as the initial stock transfer agent and registrar for the Class A common stock of CBOT Holdings following the completion of the restructuring transactions.

Book Entry

The Class A common stock of CBOT Holdings will be initially issued as uncertificated shares registered in book-entry form. As a result, no certificates representing your shares of Class A common stock of CBOT Holdings will be mailed to you upon the completion of the restructuring transactions. Instead of receiving share certificates, you will receive account statements reflecting your respective ownership interest in shares of Class A common stock of CBOT Holdings. Your book-entry shares will be held with our transfer agent, ComputerShare Investor Services LLC, who will serve as the initial registrar for the common stock of CBOT Holdings. However, any holder of Class A common stock of CBOT Holdings who would like to receive a physical certificate evidencing his or her shares of Class A common stock of CBOT Holdings will be able to obtain a certificate at any time at no charge by contacting the transfer agent.

Although stockholders are entitled pursuant to applicable law to receive physical stock certificates evidencing their shares, our stock transfer agent has advised us that physical certification of shares may make it more difficult to verify stock ownership to the CBOE for the purpose of facilitating the utilization of the CBOE exercise right and, as a result, could delay the utilization of the exercise right by Full Members who request such certification. Thus, you may wish to consider this before requesting physical certification of your shares if you are a holder of a CBOE exercise right privilege.

DESCRIPTION OF CLASS B MEMBERSHIPS IN THE CBOT SUBSIDIARY

We describe generally below the material terms of the Class B memberships, certificate of incorporation and bylaws of the CBOT subsidiary. However, this description is not complete. For a complete description of the terms of the capital stock, certificate of incorporation and bylaws of the CBOT subsidiary, we refer you to the forms of amended and restated certificate of incorporation and bylaws of the CBOT Subsidiary, which are attached as Appendices G and H, respectively, to this document. We urge you to read those documents carefully before voting on the propositions relating to the restructuring transactions.

Class B Memberships

General

The Class B memberships in the CBOT subsidiary will consist of five separate series: Series B-1, Series B-2, Series B-3, Series B-4 and Series B-5. Subject to certain restrictions that currently apply, including, in the case of Series B-3 memberships in the CBOT subsidiary, that such memberships may not be sold or otherwise transferred without eliminating the associated trading rights and privileges, and satisfaction of the application and approval process applicable to CBOT membership candidates, each such series will represent the trading rights and privileges that correspond to one of the current classes of membership of the CBOT, as described below:

- *Series B-1 Members.* The holder of a Series B-1 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures and options contracts listed on the exchange operated by the CBOT subsidiary. Holders of Series B-1 memberships in the CBOT subsidiary who possess 27,338 shares of Class A common stock of CBOT Holdings and either a Series B-1 membership in the CBOT subsidiary that retains the right to have issued the CBOE exercise right privilege associated with it or an issued and outstanding CBOE exercise right privilege may, subject to certain requirements, exercise and become a member of the CBOE without having to purchase a membership in such exchange.
- *Series B-2 Members.* The holder of a Series B-2 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures and options contracts listed in the CBOT subsidiary's Government Instrument Market, Index, Debt and Energy Market and Commodity Options Market.
- *Series B-3 Members.* With certain exceptions described in greater detail elsewhere in this document, the holder of a Series B-3 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures contracts listed in the CBOT subsidiary's Government Instrument Market. Following the completion of the restructuring transactions, two Series B-3 memberships in the CBOT subsidiary will be convertible into one Series B-2 membership in the CBOT subsidiary, which may result in fewer members having the trading rights and privileges of GIMs and more members having the trading rights and privileges of Associate Members.
- *Series B-4 Members.* The holder of a Series B-4 membership in the CBOT subsidiary will generally be entitled to execute trades in all futures contracts listed in the CBOT subsidiary's Index, Debt and Energy Market.
- *Series B-5 Members.* The holder of a Series B-5 membership in the CBOT subsidiary will generally be entitled to execute trades in all options contracts listed in the CBOT subsidiary's Commodity Options Market.

The specific trading rights and privileges associated with each series of Class B membership in the CBOT subsidiary will generally be governed by the rules and regulations of the CBOT subsidiary. These rules and regulations will constitute a part of the bylaws of the CBOT subsidiary.

Authorized Memberships

Under its certificate of incorporation, the CBOT subsidiary will be authorized to issue a maximum of 3,681 Class B memberships, comprised of 1,402 Series B-1, 867 Series B-2, 128 Series B-3, 641 Series B-4 and 643

Series B-5 memberships, and one Class A membership. Based on CBOT membership as of November 5, 2004, immediately following the completion of the restructuring transactions, one Class A membership, 1,402 Series B-1 memberships, 803 Series B-2 memberships, 128 Series B-3 memberships, 641 Series B-4 memberships and 643 Series B-5 memberships in the CBOT subsidiary would be outstanding. Of course, these numbers will change if and to the extent that GIMs are transferred and one-half Associate Memberships are converted into Associate Memberships after this date and prior to the completion of the restructuring transactions. The memberships in the CBOT subsidiary will be validly issued.

Distribution and Dividend Rights

The Class B memberships in the CBOT subsidiary will not be entitled to receive any dividends or distributions, including the proceeds from liquidation, from the CBOT subsidiary. CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the exclusive right to receive all dividends as may be declared by the board of directors of the CBOT subsidiary out of funds legally available therefor and all distributions that may be made to members in accordance with applicable law upon the dissolution or liquidation of the CBOT subsidiary.

Voting

The holders of the Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary approved by the board of directors and to initiate and vote on any proposals to amend the bylaws of the CBOT subsidiary whether or not approved by the board of directors. Under Delaware law, proposals to amend the certificate of incorporation must be adopted and approved by the board of directors of the CBOT subsidiary prior to being submitted to the holders of Series B-1 and B-2 memberships in the CBOT subsidiary for their approval. However, the holders of Series B-1 and B-2 memberships in the CBOT subsidiary can also make non-binding recommendations that the board of directors consider proposals that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary. You should understand, however, that the board of directors of the CBOT subsidiary will consider such non-binding recommendations in accordance with its fiduciary duties under applicable law and, accordingly, we cannot assure you that the board of directors of the CBOT subsidiary will approve any such proposal.

The board of directors of the CBOT subsidiary will also have the right to amend the bylaws of the CBOT subsidiary. However, the approval of the holders of Series B-1 and B-2 memberships in the CBOT subsidiary will be required to amend the bylaws of the CBOT subsidiary in a manner that would adversely affect the following core rights:

- the allocation of products that a holder of a specific series of Class B membership in the CBOT subsidiary is permitted to trade on the exchange facilities of the CBOT subsidiary, e.g., the elimination of any product from a holder’s trading rights and privileges;
- the requirement that, subject to certain limited exceptions agreed to by the CBOT and CBOE, holders of Class B memberships in the CBOT subsidiary will be charged transaction fees for trades of the CBOT subsidiary’s products for their accounts that are lower than the transaction fees charged to any participant who is not a holder of a Class B membership for the same products;
- the membership and eligibility requirements to become a holder of a Class B membership in the CBOT subsidiary or to exercise the associated trading rights or privileges;
- the commitment to maintain current open outcry markets so long as each such market is deemed liquid; and
- the requirement that any proposal to offer electronic trading between the hours of 6:00 a.m., Central Time, and 6:00 p.m., Central Time, of agricultural contracts or agricultural products currently traded on our open outcry markets be approved by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary.

Holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on such bylaw amendments adversely affecting core rights as described above.

Member proposals may be initiated at an annual meeting of the members of the CBOT subsidiary or, after satisfying certain advance notice requirements, special meetings of the members of the CBOT subsidiary and, subject to applicable law, will require the approval of a majority of votes cast at such annual or special meeting.

Holders of Series B-1 memberships in the CBOT subsidiary will have one vote per membership and holders of Series B-2 memberships in the CBOT subsidiary will have one-sixth of one vote per membership in any vote on any matter on which the holders of such memberships are entitled to vote. These voting rights are based on the current voting rights of Full Members and Associate Members of the CBOT. Holders of Series B-3, B-4 and B-5 memberships in the CBOT subsidiary will not have the right to vote on any matters or to initiate any proposal. Subject to applicable law, the affirmative vote of a majority of the votes cast at any annual or special meeting called for such purpose shall be sufficient to constitute approval of all matters upon which the holders of Series B-1 and B-2 memberships are entitled to vote, provided that quorum requirements have been met.

CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on matters not reserved to the Series B-1 and B-2 members of the CBOT subsidiary. In addition, CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on any of the following proposals:

- any merger of the CBOT subsidiary with a third party;
- any transaction (or series of related transactions) involving the sale of a significant amount of the CBOT subsidiary's assets to a third party;
- any transaction (or series of related transactions) in which the CBOT subsidiary proposes to acquire, invest in or enter into a business in competition with the CBOT subsidiary's then existing business; or
- any dissolution or liquidation of the CBOT subsidiary.

However, it will require the consent of holders of the Class A common stock of CBOT Holdings (who will, until at least the time of the second approval, consist only of persons who also hold Class B memberships in the CBOT subsidiary) for CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, to vote in favor of any such proposal.

Pursuant to the terms of the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation, bylaws or rules and regulations that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs as described in our rules and regulations in effect as of February 2, 2004.

The bylaws of the CBOT subsidiary will provide that the holder of the Class A membership in the CBOT subsidiary must be present in person or by proxy to constitute a quorum on matters upon which the Class A membership is entitled to vote and that one-third of the voting power of the Class B memberships in the CBOT subsidiary entitled to vote must be present in person or by proxy in order to constitute a quorum on matters upon which the holders of Series B-1 and B-2 memberships in the CBOT subsidiary are entitled to vote. Based on the respective voting power of these two series of Class B memberships, any matter voted upon by the holders of such series could be approved by the holders of Series B-1 memberships in the CBOT subsidiary even though the holders of Series B-2 memberships in the CBOT subsidiary voted against the amendment. This result is consistent with the result that would be obtained under the CBOT's existing certificate of incorporation, bylaws and rules and regulations with respect to matters voted on by Full Members and Associate Members as a single class.

The Chairman of the Board or the board of directors of the CBOT subsidiary will have the ability to call a special meeting of the members of the CBOT subsidiary and will be required to call a special meeting of the

members of the CBOT subsidiary upon the written request of at least 10% of the voting power of the holders of Series B-1 and B-2 memberships in the CBOT subsidiary. The certificate of incorporation of the CBOT subsidiary will provide that one-third of the voting power of the Class B memberships in the CBOT subsidiary entitled to vote must be present in person or by proxy in order to constitute a quorum.

Transfer Restrictions

The sole Class A membership in the CBOT subsidiary held by CBOT Holdings may not be transferred by CBOT Holdings without an amendment to the certificate of incorporation of the CBOT subsidiary, which will require the approval of the board of directors of the CBOT subsidiary and the approval of holders of the Series B-1 and B-2 memberships in the CBOT subsidiary.

The holders of Class B memberships in the CBOT subsidiary may transfer a Class B membership in the CBOT subsidiary if such Class B membership in the CBOT subsidiary is transferred together with the shares of Class A common stock of CBOT Holdings associated with such Class B membership in the CBOT subsidiary. For example, if you are an Associate Member of the CBOT and receive as part of the restructuring transactions 3,334, 3,333 and 3,333 shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, and one Series B-2 membership in the CBOT subsidiary, you will only be able to transfer your Series B-2 membership in the CBOT subsidiary, if you transfer all 3,334, 3,333 and 3,333 shares of your Series A-1, A-2 and A-3 common stock of CBOT Holdings, respectively, together with your Series B-2 membership in the CBOT subsidiary. In addition to this exception to the restriction on transfer, your Class B memberships in the CBOT summary may be transferred by operation of law or in connection with certain bona fide pledges.

This restriction on transfer may be removed or reduced if the board of directors and the holders of the Series B-1 and B-2 memberships in the CBOT subsidiary approve an amendment to the relevant provision of the certificate of incorporation of the CBOT subsidiary. Because a reciprocal restriction appears in the certificate of incorporation of CBOT Holdings, we expect that no amendment would be made unless amendments to both certificates of incorporation would be made.

If and when the second approval has occurred, such restriction on transfer will lapse and Class B memberships in the CBOT subsidiary will thereafter be freely transferable without the applicable Series A-1, A-2 and A-3 common stock in CBOT Holdings, subject to satisfaction of any applicable membership requirements of the CBOT subsidiary.

Conversion, Preemption, or Subscription Rights

Holders of Class B memberships in the CBOT subsidiary will not be entitled to conversion, preemption or subscription rights from the CBOT subsidiary, other than the right of holders of Series B-3 memberships in the CBOT subsidiary to convert any two Series B-3 memberships in the CBOT subsidiary into one Series B-2 membership in the CBOT subsidiary.

Liquidation Rights

In the event of the full liquidation of the CBOT subsidiary, holders of Class B memberships in the CBOT subsidiary will not be entitled to any distributions. CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the exclusive right to receive all distributions upon the liquidation of the CBOT subsidiary.

Other Certificate of Incorporation or Bylaw Provisions

Board of Directors

The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings. In

addition, it will be a qualification for service as a director of the CBOT subsidiary that such director also serve at the same time on the board of directors of CBOT Holdings.

Upon completion of a qualified initial public offering of CBOT Holdings, the board of directors of the CBOT subsidiary will be reconstituted such that it will be composed of 17 directors and classified into two classes of nine and eight directors, respectively. There will be 11 directors designated as "parent directors" and six directors designated as "subsidiary directors." The 11 parent directors will be directors who are not elected but rather automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings. The parent directors will continue to hold such directorship for so long as they remain members of the board of directors of CBOT Holdings. The six subsidiary directors will be elected exclusively by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary, beginning with the first annual election following completion of an initial public offering for two-year terms. The six subsidiary directors will consist of four persons who hold Series B-1 memberships in the CBOT subsidiary and two persons who hold Series B-2 memberships in the CBOT subsidiary.

Upon completion of a qualified initial public offering of CBOT Holdings, the Chairman of the Board and Vice-Chairman of the Board will be appointed by the board of directors of the CBOT subsidiary and it is anticipated that the Chairman of the Board and Vice-Chairman of the Board of the CBOT subsidiary will be the same persons that serve as the Chairman of the Board and Vice-Chairman of the Board of CBOT Holdings, respectively. It is further anticipated that the President and Chief Executive Officer of CBOT Holdings will serve as one of the parent directors. If serving as a member of the board of directors, the President and Chief Executive Officer will be a voting member with the same rights and privileges as other directors on the board of directors of the CBOT subsidiary.

Nomination Procedures for Subsidiary Directors

Upon completion of a qualified initial public offering of CBOT Holdings, the holders of the Series B-1 and B-2 memberships in the CBOT subsidiary will have the right to elect a nominating committee to recommend to the board of directors of the CBOT subsidiary nominations of persons to stand for election as subsidiary directors of the CBOT subsidiary. As described above at "Description of Capital Stock of CBOT Holdings—Board of Directors," upon completion of a qualified initial public offering of CBOT Holdings, persons elected to serve as subsidiary directors of the CBOT subsidiary will be elected by the subsidiary voting trust, as the holder of the sole share of Class B common stock of CBOT Holdings, to serve as subsidiary directors of CBOT Holdings.

The nominating committee will be composed of four persons who hold a Series B-1 membership in the CBOT subsidiary and one person who holds a Series B-2 membership in the CBOT subsidiary. Except as described below, each member of the nominating committee of the CBOT subsidiary will be elected to serve as a member of the nominating committee until the third annual meeting following his or her election. No member of the nominating committee may be elected or appointed to serve again as a member of the nominating committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the nominating committee may serve.

The members of the nominating committee of CBOT Holdings immediately prior to the completion of the qualified initial public offering of CBOT Holdings will continue as members of the nominating committee of the CBOT subsidiary immediately following the completion of a qualified initial public offering of CBOT Holdings. The continuing members of the nominating committee will serve for the duration of their current terms.

Although the nominating committee will provide nominations to the board of directors of the CBOT subsidiary, the board of directors of the CBOT subsidiary will make an independent determination, in accordance with its fiduciary duties, to nominate individuals to serve as directors. In addition to nominations made by this committee, the holders of Series B-1 memberships in the CBOT subsidiary will also be entitled to nominate persons to stand for election as subsidiary directors of the CBOT subsidiary if the nominee is qualified and such

stockholder satisfies certain advance notice requirements. If such Series B-1 member of the CBOT subsidiary satisfies each of these conditions and delivers a petition executed by at least 40 persons who are holders of a Series B-1 membership in the CBOT subsidiary, the CBOT subsidiary will, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other appropriate information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.

Advance Notice Procedures

Advance notice must be delivered to the CBOT subsidiary of any business to be brought by a Series B-1 or B-2 member of the CBOT subsidiary before an annual meeting of stockholders and of any nominations by Series B-1 and B-2 members of persons for election to the CBOT subsidiary board of directors.

Generally, such advance notice provisions will require that a Series B-1 or B-2 member of the CBOT subsidiary must give written notice to the secretary of the CBOT subsidiary not less than 20, nor more than 60, days prior to the first anniversary of the date on which the CBOT subsidiary first mailed its proxy materials for the preceding year's annual meeting of members. In each case, the notice must set forth specific information regarding such member and each director nominee or other business proposed by such member, as applicable, as provided in the bylaws.

Nominations by Series B-1 and B-2 members of the CBOT subsidiary for persons to be elected to the CBOT subsidiary board of directors at a special meeting of the members, if directors are to be elected at such meeting, generally will require that Series B-1 and B-2 members of the CBOT subsidiary give written notice to the secretary of the CBOT subsidiary not later than the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the CBOT subsidiary board of directors.

If nominations are made by Series B-1 members of the CBOT subsidiary in accordance with such advance notice procedures, the CBOT subsidiary shall, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy in the event that:

- a Series B-1 member proposes to nominate an individual for election or reelection as a director of the CBOT subsidiary;
- such member has satisfied each of the terms and conditions described above for the nomination of such nominee; and
- such member has delivered to the secretary of the CBOT subsidiary a written petition executed by at least 40 persons who are holders of a Series B-1 membership proposing to nominate such nominee.

Special Meetings of Members

The Chairman of the Board or the board of directors may call special meetings of the members. In addition, the Chairman of the Board or the board of directors will be required to call a special meeting upon the written request of the holders of at least 10% of the voting power of all outstanding memberships entitled to vote on the action proposed to be taken at such meeting.

No Action by Written Consent of Members

All member actions by Series B-1 and B-2 members of the CBOT subsidiary must be taken by a vote of the Series B-1 and B-2 members of the CBOT subsidiary at an annual or special meeting, and such members are not permitted to take action by written consent without a meeting. CBOT Holdings, as the sole Class A member of the CBOT subsidiary, is permitted to take action by written consent.

Amendment of Certificate of Incorporation

As described above at "—Voting," the approval of not less than a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights, will be required in order to amend the certificate of incorporation.

Amendment of Bylaws

As described above at "—Voting," the approval of a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights, will be required in order to adopt, repeal or amend the bylaws in response to a member proposal.

Limitation of Liability of Directors

As authorized by Delaware law, a director of the CBOT subsidiary will not be personally liable to the CBOT subsidiary or its members for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to the CBOT subsidiary or its members;
- for any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- for unlawful payments of dividends, distributions or unlawful members' repurchases or redemptions as provided by Delaware law; or
- for any transaction from which the director derived an improper personal benefit.

The inclusion of this provision in the CBOT subsidiary's certificate of incorporation may have the effect of reducing the likelihood of derivative litigation against directors, and may discourage or deter members or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefited the CBOT subsidiary and its members.

The CBOT subsidiary will indemnify its directors, officers, committee members and employees and may indemnify its agents to the fullest extent permitted by law. The bylaws will also permit the CBOT subsidiary to secure insurance on behalf of any officer, director, committee member, employee or other agent for any liability arising out of his or her actions in that capacity, regardless of whether the bylaws would permit indemnification.

COMPARISON OF THE RIGHTS OF MEMBERS OF THE CBOT PRIOR TO AND AFTER COMPLETION OF THE RESTRUCTURING TRANSACTIONS AND AFTER THE SECOND APPROVAL AND INITIAL PUBLIC OFFERING

Overview

As a result of the restructuring transactions, the CBOT will be demutualized by creating a stock, for-profit holding company, CBOT Holdings, and distributing shares of Class A common stock of CBOT Holdings to our members, while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings in which our members will hold memberships representing trading rights and privileges on the exchange operated by such subsidiary. In addition, in connection with the restructuring transactions, our board of directors has approved and adopted, and we are proposing for your consideration, certain changes to our certificate of incorporation, bylaws and rules and regulations. Generally speaking, these changes are designed to implement a more modern and efficient corporate governance structure, while maintaining for our members important rights with respect to the core rights relating to the trading rights and privileges associated with Class B membership, as well as other voting rights, and rights to initiate proposals to repeal or amend the bylaws, rules, and regulations of the CBOT. In addition, these changes are also designed to permit us to facilitate the creation of public markets for the equity securities of CBOT Holdings and engage in capital-raising transactions and other securities issuances following a subsequent approval by the holders of Class A common stock of CBOT Holdings.

You are being asked to approve the amended and restated bylaws of the CBOT, which will become the bylaws of the CBOT subsidiary, and a technical amendment to the current bylaws of the CBOT identifying the holders of Full Memberships, Associate Memberships, GIMs, IDEMs and COMs, and clarifying the status of holders of GIMs, IDEMs and COMs as members of the CBOT for purposes of Delaware corporation law; all other matters relating to the restructuring transactions, including the proposed changes to our corporate governance structure as set forth in a new certificate of incorporation and bylaws for the holding company and the CBOT subsidiary as part of the restructuring transactions. The certificate of incorporation and bylaws of CBOT Holdings will become effective prior to the time the merger becomes effective, and the certificate of incorporation and bylaws of the CBOT subsidiary will become effective at the time the merger becomes effective. The technical amendment to the CBOT's current bylaws will become effective immediately following membership approval of the restructuring transactions. In addition, you are being asked to approve certain changes to the rules and regulations, including such other changes to the rules and regulations as our board of directors reasonably determines are appropriate to complete the restructuring transactions. We currently expect that these changes to our rules and regulations will take effect at the time that the certificate of incorporation of the CBOT subsidiary becomes effective. By voting in favor of the propositions relating to the restructuring transactions, Full Members and Associate Members will be voting to approve and adopt this amendment to the CBOT's bylaws in advance of the completion of the restructuring transactions. Upon the effectiveness of these changes to our corporate governance structure, certain of your rights and obligations as stockholders of CBOT Holdings and as members of the CBOT subsidiary will change from those that you currently have as members of the CBOT. In this section, we will describe those changes that we believe to be material. **We urge you to carefully review and consider these changes in your rights and obligations before voting on the propositions relating to the restructuring transactions.**

The forms of certificate of incorporation and bylaws of CBOT Holdings are attached as Appendices E and F, respectively, to this document and the forms of certificate of incorporation and bylaws of the CBOT subsidiary are attached as Appendices G and H, respectively, to this document. Our current certificate of incorporation, bylaws and rules and regulations have been filed as exhibits to the registration statement of which this document forms a part. In addition, the form of the rules and regulations of the CBOT subsidiary, which, subject to changes to the rules and regulations occurring from time to time after the date of this document, we currently expect to be the rules and regulations of the CBOT subsidiary immediately after the completion of the restructuring transactions, has been filed as an exhibit to the registration

statement. A summary of the status of certain current CBOT rules and regulations as a result of the restructuring transactions is attached as Appendix J to this document. We urge you to review and consider carefully each of these documents before voting on the propositions relating to the restructuring transactions.

We briefly summarize below some of the rights and obligations of members/stockholders under the applicable certificates of incorporation, bylaws and rules and regulations (1) today, (2) immediately following completion of the restructuring transactions and (3) following the occurrence of the second approval.

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
Voting Rights—General		
CBOT Full and Associate Members have the right to vote on all matters submitted to a vote of the general membership, including the election of directors. Each Full Member is entitled to one vote per Full Membership, and each Associate Member is entitled to one-sixth of one vote per Associate Membership.	*CBOT Holdings* The holders of Class A common stock of CBOT Holdings will have the right to vote on all matters upon which the stockholders of CBOT Holdings will be entitled to vote generally, including the election of directors. Each share of Class A common stock of CBOT Holdings will be entitled to one vote per share. On all such matters, the holders of Series A-1, A-2 and A-3 common stock will vote as a single class, with equal per share voting rights. It will require the approval of a majority of the outstanding shares of Class A common stock in order for CBOT Holdings to engage in certain significant business transactions or to vote its Class A membership in the CBOT subsidiary in favor of the CBOT subsidiary engaging in certain significant business transactions. *CBOT Subsidiary* The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive rights among members to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary that have already been adopted and approved by the board of directors and to initiate and vote on any proposals to amend the bylaws of the CBOT	*CBOT Holdings* The holders of Class A common stock of CBOT Holdings will have the right to vote on all matters upon which the stockholders of CBOT Holdings will be entitled to vote generally, subject to the special rights of the holder of Class B common stock to elect subsidiary directors of the board of directors of the CBOT Holdings at and following the first election after completion of a qualified initial public offering. Each share of Class A common stock of CBOT Holdings will be entitled to one vote per share. Beginning with the first annual election following the completion of a qualified initial public offering, the holder of the sole share of Class B common stock will be entitled to vote in the election of subsidiary directors to the board of directors of CBOT Holdings. It will require the approval of a majority of the outstanding shares of Class A common stock in order for CBOT Holdings to engage in certain significant business transactions or to vote its Class A membership in the CBOT subsidiary in favor of the CBOT subsidiary engaging in certain significant business transactions.

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
	subsidiary whether or not previously approved by the board of directors. The holders of Series B-1 and B-2 memberships in the CBOT subsidiary can also make non-binding recommendations that the board of directors consider proposals in accordance with its fiduciary duties that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary. The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have one vote per membership and one-sixth of one vote per membership, respectively, on any matter on which they are entitled to vote. CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on all matters not reserved for Series B-1 and B-2 members of the CBOT subsidiary. In addition, CBOT Holdings will have the right to vote on any proposal that contemplates the CBOT subsidiary engaging in certain significant business transactions.	*CBOT Subsidiary* The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive rights among members to vote on any proposals to amend the certificate of incorporation of the CBOT subsidiary that have already been adopted and approved by the board of directors and to initiate and vote on any proposals to amend the bylaws of the CBOT subsidiary whether or not previously approved by the board of directors. The holders of Series B-1 and B-2 memberships in the CBOT subsidiary can also make non-binding recommendations that the board of directors consider proposals in accordance with its fiduciary duties that, as a matter of Delaware law, require the approval of the board of directors of the CBOT subsidiary. The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have one vote per membership and one-sixth of one vote per membership, respectively, on any matter on which they are entitled to vote. CBOT Holdings, as the holder of the sole Class A membership in the CBOT subsidiary, will have the right to vote on all matters not reserved for Series B-1 and B-2 members of the CBOT subsidiary. In addition, CBOT Holdings will have the right to vote on any proposal that contemplates the CBOT subsidiary engaging in certain significant business transactions.

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
Voting Rights—Core Rights		
The concept of "core rights" does not currently exist.	The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws, which will include the rules and regulations, of the CBOT subsidiary in a manner that would adversely affect the core rights.	The holders of Series B-1 and B-2 memberships in the CBOT subsidiary will have the exclusive right among members to vote on proposals by the board of directors of the CBOT subsidiary to amend the bylaws, which will include the rules and regulations, of the CBOT subsidiary in a manner that would adversely affect the core rights.
Voting Rights—Petition Process		
CBOT	*CBOT Holdings*	*CBOT Holdings*
Full and Associate Members are entitled to propose amendments to the bylaws, including the rules. Twenty-five or more such voting members have the right to petition for the board of directors' approval to call a special meeting of the members for the purpose of voting on amendments to the bylaws, including the rules. If the board of directors does not approve such a special meeting, 100 or more such voting members have the right to petition for such special meeting and the board of directors will then call such special meeting.	CBOT Holdings will be required to call a special meeting of the stockholders for the purpose of amending the bylaws of CBOT Holdings or to vote on other proposals upon the written request of at least 10% (or 4,935,984 shares) of the outstanding shares of Class A common stock of CBOT Holdings.	Upon completion of a qualified initial public offering, the holders of Class A common stock of CBOT Holdings will no longer have the right to require CBOT Holdings to call a special meeting of the stockholders.
	CBOT Subsidiary	*CBOT Subsidiary*
	The CBOT subsidiary will be required to call a special meeting of the members for the purpose of amending the bylaws, including the rules and regulations, of the CBOT subsidiary or to vote on other proposals upon the written request of at least 10% of the voting power (or 154 votes) of all outstanding memberships entitled to vote on the action proposed to be taken at such meeting.	The CBOT subsidiary will be required to call a special meeting of the members for the purpose of amending the bylaws, including the rules and regulations, of the CBOT subsidiary or to vote on other proposals upon the written request of at least 10% of the voting power (or 154 votes) of all outstanding memberships entitled to vote on the action proposed to be taken at such meeting.

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
Charter Amendments		
CBOT Amendments to our certificate of incorporation must be adopted by the board of directors and approved by at least a majority of votes cast at an annual or special meeting of the membership at which at least 300 votes are cast.	*CBOT Holdings* Amendments to the certificate of incorporation of CBOT Holdings must be adopted by the board of directors and approved by a majority of the outstanding shares of Class A common stock of CBOT Holdings, voting together as a single class. *CBOT Subsidiary* Amendments to the certificate of incorporation of the CBOT subsidiary must be adopted by the board of directors and approved by a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights. Pursuant to the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs, as described in our rules and regulations in effect as of February 2, 2004.	*CBOT Holdings* Amendments to the certificate of incorporation of CBOT Holdings must be adopted by the board of directors and approved by a majority of the outstanding shares of Class A common stock of CBOT Holdings, voting together as a single class. *CBOT Subsidiary* Amendments to the certificate of incorporation of the CBOT subsidiary must be adopted by the board of directors and approved by a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights. Pursuant to the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its certificate of incorporation that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs, as described in our rules and regulations in effect as of February 2, 2004.
Bylaw Amendments		
CBOT Amendments to our bylaws, which include the rules, must be approved by at least a majority of votes cast at an annual or special meeting of the membership at which at least 300 votes are cast. The board of directors must approve amendments to our regulations, which are not part of our bylaws.	*CBOT Holdings* The board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of the stockholders. However, the Class A common stockholders will be entitled to initiate and vote on, without the approval of the board of directors, proposals to adopt, amend or	*CBOT Holdings* The board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of the stockholders. However, the Class A common stockholders will be entitled to initiate and vote on, without the approval of the board of directors, proposals to adopt, amend or repeal

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
	repeal the bylaws, which proposals will be approved by a majority of the votes cast. *CBOT Subsidiary* The board of directors of the CBOT subsidiary will have the authority to amend the bylaws, which will include the rules and regulations, of the CBOT subsidiary without the approval of the members, except for amendments that would adversely affect the core rights. See also "—Voting Rights—Core Rights." In addition, the holders of Series B-1 and B-2 memberships will also have the exclusive right among members to initiate and vote on proposals to amend the bylaws, which proposals will be approved by a majority of the votes cast. Pursuant to the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its bylaws that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs, as described in our rules and regulations in effect as of February 2, 2004.	the bylaws, which proposals will be approved by a majority of the votes cast. *CBOT Subsidiary* The board of directors of the CBOT subsidiary will have the authority to amend the bylaws, which will include the rules and regulations, of the CBOT subsidiary without the approval of the members, except for amendments that would adversely affect the core rights. See also "—Voting Rights—Core Rights." In addition, the holders of Series B-1 and B-2 memberships will also have the exclusive right among members to initiate and vote on proposals to amend the bylaws, which proposals will be approved by a majority of the votes cast. Pursuant to the settlement agreement, until a change of control of the CBOT subsidiary, the CBOT subsidiary will be contractually prohibited from adopting an amendment to its bylaws that adversely affects the contract trading rights of Associate Members, GIMs, IDEMs and COMs, as described in our rules and regulations in effect as of February 2, 2004.
Board of Directors		
CBOT The board of directors of the CBOT consists of 18 directors, including: the Chairman, the Vice-Chairman, the President and Chief Executive Officer (non-voting), nine directors who are Full Members, two directors who are Associate Members and four directors who are not members. Directors other than the President and Chief Executive Officer and the	*CBOT Holdings and CBOT Subsidiary* Following the initial annual meeting of CBOT Holdings after the completion of the restructuring transactions, the board of directors of CBOT Holdings will consist of 16 directors, including: the Chairman, the Vice-Chairman, the President and Chief Executive Officer (who will serve as a non-voting director), eight directors	*CBOT Holdings and CBOT Subsidiary* Upon completion of a qualified initial public offering, the boards of directors of CBOT Holdings and the CBOT subsidiary will be reconstituted such that each is comprised of 17 directors and classified into two classes of nine and eight directors, respectively, each elected to serve for two-year terms. Eleven directors will be

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
four non-member directors are elected for either two- or three-year terms. The four non-member directors are appointed to serve four-year terms. The President and Chief Executive Officer's appointment coincides with his term as President and Chief Executive Officer.	who will be holders of Series B-1 memberships in the CBOT subsidiary, two directors who will be holders of Series B-2 memberships in the CBOT subsidiary and three directors who will be independent within the meaning of the certificate of incorporation and the bylaws of CBOT Holdings. The elected directors of CBOT Holdings will be classified into two classes of directors consisting of eight directors and seven directors, respectively. Directors other than the President and Chief Executive Officer will generally serve two-year terms. The President and Chief Executive Officer will, upon appointment to such position, automatically become a non-voting director. The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings.	designated as "parent directors" and six directors will be designated as "subsidiary directors." The six subsidiary directors will consist of four persons who hold Series B-1 memberships in the CBOT subsidiary and two persons who hold Series B-2 memberships in the CBOT subsidiary. Of the 17 directors, at least nine will be independent within the meaning of the certificate of incorporation and bylaws of CBOT Holdings. The parent directors and subsidiary directors on the board of directors of CBOT Holdings will be elected exclusively by the holders of the Class A common stock of CBOT Holdings and the holder of the sole share of the Class B common stock of CBOT Holdings, respectively, beginning with the first annual election following completion of a qualified initial public offering, for two-year terms. The board of directors of the CBOT subsidiary will be designated or elected as follows: the 11 parent directors will be directors that are not elected but rather automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings and the six subsidiary directors will be elected exclusively by the holders of Series B-1 and B-2 memberships in the CBOT subsidiary beginning with the first annual election following completion of a qualified initial public offering for two-year terms. Upon completion of a qualified initial public offering, the Chairman of the Board and Vice-Chairman of the Board of CBOT Holdings and the CBOT subsidiary will be appointed by their respective boards of directors. It is anticipated that the

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
		President and Chief Executive Officer of CBOT Holdings will be nominated and elected to serve as one of the parent directors and will be a voting member of both boards of directors.
Nomination Process		
CBOT The Full and Associate Members elect five persons, four of which must be Full Members and one of which must be an Associate Member, to serve on the nominating committee. The nominating committee nominates candidates to stand for election to the board of directors. Full and Associate Members have the right to petition, which petition must be signed by at least 40 such members, to nominate other candidates to stand for election to the board of directors.	*CBOT Holdings and CBOT Subsidiary* The holders of the Class A common stock of CBOT Holdings will elect five persons, four of which must be Series B-1 members of the CBOT subsidiary and one of which must be a Series B-2 member of the CBOT subsidiary, to serve on the nominating committee. The nominating committee will recommend to the board of directors nominations of persons to stand for election as directors of CBOT Holdings. Holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and the stockholder satisfies certain advance notice requirements. In addition, if a stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both holders of Class A common stock of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent that it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.	*CBOT Holdings* Upon completion of a qualified initial public offering, the nominating committee of CBOT Holdings shall thereafter be a committee of the board of directors of CBOT Holdings, comprised entirely of at least three independent members of the board of directors of CBOT Holdings who have been appointed by the board of directors of CBOT Holdings. Holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and such stockholder satisfies certain advance notice requirements. In addition, if a stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both holders of Class A common stock and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent that it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy. *CBOT Subsidiary* Upon completion of a qualified initial public offering of CBOT

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
		Holdings, the holders of the Series B-1 and B-2 memberships will elect a nominating committee to recommend to the board of directors of the CBOT subsidiary nominations of persons to stand for election as directors of the CBOT subsidiary. Holders of Series B-1 memberships in the CBOT subsidiary will also be entitled to nominate persons to stand for election as subsidiary directors of the CBOT subsidiary if the nominee is qualified and the member satisfies certain advance notice requirements. In addition, if a Series B-1 member of the CBOT subsidiary satisfies each of these conditions and delivers a petition executed by at least 40 persons who are holders of a Series B-1 membership in the CBOT subsidiary, the CBOT subsidiary will, to the extent that it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other appropriate information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.
Dividends		
CBOT Nonstock, not-for-profit corporations are permitted to declare and pay dividends under Delaware law; however, in view of its not-for-profit status, the CBOT has not historically done so.	*CBOT Holdings* CBOT Holdings will be for-profit and will generally have the ability to declare and pay dividends to its common stockholders out of its "surplus," as defined under Delaware law. *CBOT Subsidiary* The CBOT subsidiary will also have the ability to declare and pay dividends as described above. However, the CBOT subsidiary may only declare and pay	*CBOT Holdings* CBOT Holdings will be for-profit and will generally have the ability to declare and pay dividends to its common stockholders out of its "surplus," as defined under Delaware law. *CBOT Subsidiary* The CBOT subsidiary will also have the ability to declare and pay dividends as described above. However, the CBOT subsidiary may only declare and pay dividends to

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
	dividends to CBOT Holdings as the holder of the sole Class A membership in the CBOT subsidiary.	CBOT Holdings as the holder of the sole Class A membership in the CBOT subsidiary.
Authorized Capital		
CBOT	*CBOT Holdings*	*CBOT Holdings*
The CBOT is prohibited from issuing any capital stock.	CBOT Holdings will be authorized to issue 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3; one share of Class B common stock; and 20,000,000 shares of preferred stock. Immediately following completion of the restructuring transactions, there will be 150,640,164 authorized and unissued shares of Class A common stock, one authorized and unissued share of Class B common stock and 20,000,000 authorized and unissued shares of preferred stock. However, the board of directors of CBOT Holding will not have the ability to approve the issuance of any such additional authorized and unissued capital stock unless and until there is a second approval.	CBOT Holdings will be authorized to issue 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3; one share of Class B common stock; and 20,000,000 shares of preferred stock. Immediately following completion of the restructuring transactions, there will be 150,640,164 authorized and unissued shares of Class A common stock, one authorized and unissued share of Class B common stock and 20,000,000 authorized and unissued shares of preferred stock. Upon the occurrence of the second approval, CBOT Holdings will have the ability to issue the additional shares of Class A common stock, the share of Class B common stock and the shares of preferred stock.
	CBOT Subsidiary	*CBOT Subsidiary*
	The CBOT subsidiary will be prohibited from issuing any capital stock.	The CBOT subsidiary will be prohibited from issuing any capital stock.
Proceeds of Memberships		
CBOT	*CBOT Holdings*	*CBOT Holdings*
Upon transfer of any membership, including both voluntary transfers by members and board of directors initiated transfers, the proceeds from such transfer will be applied according to a priority distribution set forth in the rules and regulations.	We believe that there is significant uncertainty concerning the application of the rules relating to the proceeds of membership after the completion of the restructuring transactions. Absent special circumstances, proceeds from the	We believe that there is significant uncertainty concerning the application of the rules relating to the proceeds of membership after the completion of the restructuring transactions. Absent special circumstances, proceeds from the

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
Such priority distribution provides that any proceeds go first to satisfying certain debts owed to the clearing services provider, then to satisfying any debts owed to the CBOT by such transferring member, then in payment of claims filed by primary clearing members for trading losses owed by such transferring member, and finally to satisfaction of claims filed by other members for repayment of loans made to the transferring member to finance the purchase of a membership or for contractual debts owed by the transferring member to such other member. After such priority claims have been satisfied, any surplus will be paid to the transferring member.	transfer of shares of Class A common stock of CBOT Holdings will not be subject to the prior claims of the holders of Class B memberships in the CBOT subsidiary unless and to the extent that such holders have otherwise perfected a security interest in the transferred shares of Class A common stock of CBOT Holdings, such as receiving a pledge of such shares. The rules and regulations of the CBOT subsidiary will provide that the proceeds of any transfer of Class B memberships in the CBOT subsidiary will be subject to the priority of payments provision that is currently applicable to the transfer of CBOT memberships. However, we are not aware of any court that has considered the applicability of such a provision in this context. Accordingly, while we currently intend to retain this provision in the rules and regulations of the CBOT subsidiary, there is uncertainty as to whether, how and to what extent the priority of payments provision would be enforced in accordance with its terms.	transfer of shares of Class A common stock of CBOT Holdings will not be subject to the prior claims of the holders of Class B memberships in the CBOT subsidiary unless and to the extent that such holders have otherwise perfected a security interest in the transferred shares of Class A common stock of CBOT Holdings, such as receiving a pledge of such shares. The rules and regulations of the CBOT subsidiary will provide that the proceeds of any transfer of Class B memberships in the CBOT subsidiary will be subject to the priority of payments provision that is currently applicable to the transfer of CBOT memberships. However, we are not aware of any court that has considered the applicability of such a provision in this context. Accordingly, while we currently intend to retain this provision in the rules and regulations of the CBOT subsidiary, there is uncertainty as to whether, how and to what extent the priority of payments provision would be enforced in accordance with its terms.
Assessments and Dues		
CBOT	*CBOT Holdings*	*CBOT Holdings*
The board of directors of the CBOT possesses the authority to levy assessments upon the CBOT membership as it may deem necessary or advisable to meet certain anticipated operating deficits.	The common stock of CBOT Holdings will be issued as fully paid and non-assessable. As such, CBOT Holdings will have no authority to assess its stockholders.	The common stock of CBOT Holdings will be issued as fully paid and non-assessable. As such, CBOT Holdings will have no authority to assess its stockholders.
	CBOT Subsidiary	*CBOT Subsidiary*
	The board of directors of the CBOT subsidiary will continue to possess the authority to levy assessments upon the CBOT subsidiary membership on	The board of directors of the CBOT subsidiary will continue to possess the authority to levy assessments upon the CBOT subsidiary membership on substantially the

Today	Immediately Following Completion of the Restructuring Transactions	Following the Occurrence of the Second Approval
	substantially the same terms as the board of directors of the CBOT, subject to applicable law.	same terms as the board of directors of the CBOT, subject to applicable law.
Change of Control Provisions		
CBOT	*CBOT Holdings*	*CBOT Holdings*
Although the membership application process may serve as a deterrent to persons considering unsolicited tender offers or other unilateral takeover proposals, the CBOT does not generally have mechanisms to protect against such actions.	CBOT Holdings will have certain mechanisms designed to deter persons considering unsolicited tender offers or other unilateral takeover proposals without negotiating with its board of directors, including the following: • a classified board of directors with two staggered terms of office; • advance notice requirements for stockholder proposals; • application of the Delaware anti-takeover statute; and • a prohibition on the ability of stockholders to take action by written consent.	CBOT Holdings will have certain mechanisms designed to deter persons considering unsolicited tender offers or other unilateral takeover proposals without negotiating with its board of directors, including the following: • a classified board of directors with two staggered terms of office; • advance notice requirements for stockholder proposals; • application of the Delaware anti-takeover statute; and • a prohibition on the ability of stockholders to take action by written consent.
	CBOT Subsidiary Although the membership application process may serve as a deterrent to persons considering unsolicited tender offers or other unilateral takeover proposals, the CBOT subsidiary will not generally have mechanisms to protect against such actions. However, as a subsidiary of CBOT Holdings, it will benefit from certain protective mechanisms applicable to CBOT Holdings, as described above.	*CBOT Subsidiary* Although the membership application process may serve as a deterrent to persons considering unsolicited tender offers or other unilateral takeover proposals, the CBOT subsidiary will not generally have mechanisms to protect against such actions. However, as a subsidiary of CBOT Holdings, it will benefit from certain protective mechanisms applicable to CBOT Holdings, as described above.

SHARES AND MEMBERSHIPS ELIGIBLE FOR FUTURE SALE

The 49,359,836 shares of Class A common stock of CBOT Holdings, designated Series A-1, A-2 and A-3 shares, to be distributed in connection with the restructuring transactions will generally be subject to a complete restriction on transfer. Notwithstanding this restriction on transfer, stockholders may transfer all, but not less than all, of the shares of Series A-1, A-2 and A-3 common stock of CBOT Holdings associated with a Class B membership in the CBOT subsidiary if all such shares of common stock are transferred together with the Class B membership associated with such shares.

The Class B memberships in the CBOT subsidiary generally will be subject to a complete restriction on transfer. Notwithstanding this restriction on transfer, the holders of Class B memberships in the CBOT subsidiary may transfer a Class B membership if such Class B membership is transferred together with all, but not less than all, of the shares of Class A common stock of CBOT Holdings associated with such Class B membership.

The foregoing restrictions on transfer of Series A-1, A-2 and A-3 common stock of CBOT Holdings may be removed or reduced if the board of directors and stockholders of CBOT Holdings approve an amendment to the relevant provision in the certificate of incorporation of CBOT Holdings, and the restrictions on the transfer of Class B memberships in the CBOT subsidiary may be removed or reduced if the board of directors of the CBOT subsidiary and holders of the Series B-1 and B-2 memberships in the CBOT subsidiary approve an amendment to the relevant provision in the certificate of incorporation of the CBOT subsidiary. Because the restrictions are in effect reciprocal and are imposed in the certificate of incorporation of both entities, we expect that no such amendment to either certificate of incorporation would be made unless amendments to both certificates of incorporation would be made.

In addition, the exercise of the trading rights and privileges associated with the Class B memberships will be subject to substantially the same restrictions that currently apply to the memberships in the CBOT, including, in the case of Series B-3 memberships in the CBOT subsidiary, that such memberships may not be sold or transferred without eliminating the associated trading rights and privileges, and satisfaction of the application and approval process applicable to CBOT membership candidates. Under that process, any adult, other than an employee of the CBOT subsidiary, of good character, reputation, financial responsibility and credit will be eligible to become a holder of a Class B membership in, and exercise trading rights and privileges at the, CBOT subsidiary. Candidates will be reviewed to determine whether they meet applicable requirements in accordance with the rules and regulations of the CBOT subsidiary.

In addition, if and when the second approval has occurred, additional exceptions to the transfer restrictions discussed above will become effective. In particular, subject to the right of CBOT Holdings to organize sales of Class A common stock, as described in greater detail elsewhere in this document, the transfer restrictions applicable to the Series A-1, A-2 and A-3 common stock of CBOT Holdings will effectively terminate following completion of a qualified initial public offering, with the transfer restrictions on Series A-1, A-2 and A-3 common stock of CBOT Holdings expiring 180, 360 and 540 days, respectively, following such qualified initial public offering and such shares converting into unrestricted Class A common stock of CBOT Holdings. If, after the second approval has occurred, a qualified initial public offering has not occurred within three years of the second approval, the transfer restrictions discussed above will expire and all outstanding Series A-1, A-2 and A-3 common stock of CBOT Holdings will automatically convert into unrestricted Class A common stock 180, 360 and 540 days respectively, following the date that is three years after the second approval. Also, if and when the second approval has occurred, permitted transfers will take effect, as described in greater detail elsewhere in this document.

Also, if and when the second approval has occurred, the reciprocal restrictions on transfer applicable to Class B memberships in the CBOT subsidiary will expire and Class B memberships in the CBOT subsidiary will thereafter be freely transferable without the applicable Series A-1, A-2 and A-3 common stock of CBOT Holdings, subject to satisfaction of any applicable membership requirements of the CBOT subsidiary.

Pursuant to the Securities Act, securities received in connection with the restructuring transactions by "affiliates" may be resold only pursuant to further registration under the Securities Act or in transactions that are exempt from registration under the Securities Act.

Sales of substantial amounts of Class A common stock of CBOT Holdings in the open market, or the availability of such shares for sale, could adversely affect the price of our Class A common stock and/or our other capital stock.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE RESTRUCTURING TRANSACTIONS

The following general discussion constitutes the opinion of Kirkland & Ellis, tax counsel to CBOT Holdings and the CBOT, as to the material U.S. federal income tax consequences of the completion of the restructuring transactions, subject to the qualifications described below. This opinion is based upon the Internal Revenue Code of 1986, as amended, the United States Treasury Department regulations promulgated thereunder, judicial authority and current administrative rulings and practice now in effect, all of which are subject to change at any time, including with possible retroactive effect, or different interpretations. This opinion is also based on a private letter ruling received from the IRS on September 30, 2002, and a supplemental ruling received from the IRS on January 22, 2004, regarding the consequences discussed herein. This opinion does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular CBOT member in light of such member's particular circumstances or to CBOT members subject to special treatment under the U.S. federal income tax laws, and this opinion does not discuss any aspects of state, local or foreign tax laws.

In the private letter rulings issued to the CBOT as well as rulings issued to other exchanges involved in the process of demutualization, the Internal Revenue Service has adopted the position that:

- the equity component (e.g., the rights to dividends and other distributions of profits and rights to liquidation proceeds) of a membership or stock is to be treated as separate property from the trading rights (e.g., the right to trade certain contracts on the CBOT's exchange) and other non-equity rights associated with that membership or stock so that the demutualization will be treated, in effect, as two exchanges, an exchange of the equity components and an exchange of the trading rights and other non-equity rights; and
- the taxability of each exchange must be tested under the relevant provisions of the Code applicable to the particular property rights.

Thus, we understand that, under this IRS position, the exchange of the equity components will be tested for tax-free status under the corporate reorganization or corporate formation provisions, as applicable, and the exchange of the trading rights and other non-equity rights will be treated as taxable or not based on whether there is any significant modification in the legal rights associated with those rights under Code Section 1001, which provides for recognition of gain or loss on the sale or exchange of property. In its private letter ruling issued to the CBOT, the IRS ruled that (1) the exchange of equity components will be tax-free under the corporate formation provisions and (2) the exchange of the trading rights and other non-equity rights will not be taxable because there will not be a significant modification in the legal rights associated with these rights. As discussed below, the CBOT has received a supplemental ruling that certain changes to the post-restructuring governance structure of CBOT Holdings and the CBOT subsidiary adopted after the initial ruling request was filed will not affect the September 30, 2002, ruling regarding the tax-free exchange of trading rights and other non-equity rights.

Based upon the foregoing, it is the opinion of Kirkland & Ellis that:

- No gain or loss will be recognized by a CBOT member with respect to the receipt of Class A common stock of CBOT Holdings or the Class B memberships of the CBOT subsidiary, including any associated right to trade on the CBOT or CBOE.
- The aggregate basis in a member's current membership will carry over to the property received and must be allocated to the various components. If the equity rights and the trading rights and other non-equity rights are treated as separate property for tax purposes, the basis in the equity rights will be allocated among the equity rights received in proportion to their fair market values, and the basis in the existing trading rights and other non-equity rights will carry over to the basis of the trading rights and other non-equity rights received. It is not entirely clear how basis will be allocated between trading rights and other non-equity rights and equity rights because no separate market exists for those property rights. Members of the CBOT who intend to sell some but not all of their stock or memberships should consult their own tax advisors.

- The holding period of the Class A common stock of CBOT Holdings or the Class B memberships of the CBOT subsidiary, will include the period for which such person's current membership has been held, provided that such membership is held as a capital asset or property described in Code Section 1231 on the date of the distribution of the stock or memberships, as the case may be.
- The CBOT will not recognize any gain or loss upon its demutualization and creation of the holding company structure.

On October 30, 2001, the CBOT filed a request for the ruling with the IRS, and on September 30, 2002, the CBOT received a ruling from the IRS that the restructuring transactions will have the foregoing effects. On January 22, 2004, we received a supplemental ruling from the IRS confirming that certain aspects of the proposed restructuring transactions, which have been modified following the receipt of the initial ruling and, as a result, are not covered by such ruling, will not affect the validity of the initial ruling to the effect that CBOT members will not recognize gain with respect to the receipt of Class B memberships of the CBOT subsidiary, including any associated right to trade on the CBOT or the CBOE. These modifications include modifications to the proposed voting rights, procedures to amend the bylaws and rules and regulations, procedures to nominate directors, rights to call special meetings, board composition, and transfer restrictions. This ruling will generally be binding on the IRS. Although an IRS ruling can be revoked or modified retroactively under some extraordinary circumstances, we are not aware of any such circumstances that would cause the IRS to revoke or modify any such ruling with respect to the restructuring transactions.

Pursuant to the settlement agreement between the CBOT and certain of its minority members (as described in detail in "Our Business — Legal Proceedings — Lawsuit Brought By Certain Associate Members, GIMs, IDEMs and COMs"), the CBOT will be obligated to pay such members' attorneys' fees and expenses upon the occurrence of certain events. The CBOT intends to take the position that such payment will not result in the recognition of income by such members. This position is not without doubt, however, and it is possible that the IRS may treat the payment of such attorneys' fees and expenses as a taxable deemed dividend or reorganization consideration taxable as a dividend to the extent of gain to those members. If the IRS were to successfully assert such a position, an affected CBOT member would recognize ordinary income in the amount of the deemed dividend or consideration and should be allowed to increase the tax basis of his or her CBOT Holdings Class A common stock received in the restructuring. We express no opinion on this issue and each member of a minority class should consult his or her own tax advisor.

Moreover, under the proposed settlement, a portion of the CBOT Holdings Class A common stock otherwise receivable by the minority members (i.e., the Associate Members, COMs, GIMs and IDEMs) will be transferred instead to the plaintiff class representatives in that litigation for the services they rendered and risk they assumed in the prosecution of the litigation. The affected minority members would be treated as receiving those shares and then exchanging them in a taxable transaction in which gain or loss is recognized to the extent of the difference between the fair market value of the shares of common stock deemed surrendered and their tax basis. Any such value would be added to the tax basis of the CBOT Holdings Class A common stock retained by the minority members.

Because of the complexity of the tax laws, and because the tax consequences of the restructuring transactions to you may be affected by matters not discussed in this section, you are urged to consult your own tax advisor with respect to your own particular circumstances and with respect to the specific tax consequences of the restructuring transactions to you, including the applicability and effect of state, local and foreign tax laws and any proposed changes in applicable tax laws.

SPECIAL MEETING AND PROXY INFORMATION

Persons Making the Solicitation

The proxy solicitation of our Full and Associate Members being made pursuant to this document is being conducted on behalf of the CBOT board of directors in accordance with our certificate of incorporation, bylaws and rules and regulations and applicable law.

Time and Place of Special Meeting

The special meeting will be held on , , 2004 at 2:30 p.m., Central Time, in the Visitor Center Theater, Fifth Floor, at our executive offices located at 141 West Jackson Boulevard, Chicago, Illinois 60604.

Matters To Be Approved

Full Members and Associate Members are being asked to approve each of the following five propositions relating to the restructuring transactions described more fully in this document:

(1) The approval and adoption of the agreement and plan of merger, which provides for the merger of the CBOT merger sub with and into the CBOT that will facilitate the demutualization of the CBOT and the adoption of a new amended and restated certificate of incorporation of the CBOT to take effect upon effectiveness of such merger;

(2) The approval and adoption of the amended and restated bylaws of the CBOT, which will become the bylaws of the CBOT subsidiary, and technical amendments to the bylaws of the CBOT identifying the holders of Full Memberships, Associate Memberships, GIMs, IDEMs and COMs, and clarifying the status of holders of GIM, IDEM and COM membership interests as “members” of the CBOT for purposes of Delaware corporation law;

(3) The approval and ratification of the allocation of all CBOT equity (i.e., the CBOT Holdings Class A common stock) among the classes of CBOT members in accordance with the settlement allocation established by the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs, as reflected in the settlement agreement;

(4) The approval and ratification of the agreements relating to the CBOE exercise right entered into among the CBOT, CBOT Holdings and the CBOE; and

(5) The approval and ratification of our proposed changes to our corporate governance structure, as set forth in the amended and restated certificate of incorporation and bylaws for each of CBOT Holdings and the CBOT subsidiary, and certain changes to the rules and regulations of the CBOT subsidiary, which, collectively, will facilitate our demutualization and the modernization of certain aspects of our corporate governance structure, and all other aspects of the restructuring transactions. Our changed corporate governance structure will include the ability to issue capital stock and pay dividends, new voting rights, a new manner of amending the charter and bylaws, a new classification of the boards of directors, a new manner of nominating directors and the elimination of the ability of CBOT members to take action by written consent.

As described in greater detail below, in order for the restructuring transactions to be completed, ALL FIVE of these propositions must be approved by the Full and Associate Members, voting together as a single class based on their respective voting rights, in accordance with our certificate of incorporation, bylaws and rules and regulations and applicable law.

Eligibility to Vote

Although this document will be mailed to all CBOT members, you are eligible to vote at the special meeting only if you are a Full Member or Associate Member as of the date for the special meeting of the CBOT membership at which a vote on the restructuring transactions will be taken. In accordance with our certificate of incorporation, bylaws and rules and regulations, GIMs, IDEMs and COMs are not eligible to vote on the restructuring transactions.

Description of Propositions

There are five separate propositions being submitted to the CBOT membership for consideration in connection with the restructuring transactions. We will describe each of these five propositions below:

Proposition 1: Approval and Adoption of the Merger Agreement Relating to the Merger

This proposition is to approve and adopt the agreement and plan of merger entered into on , 2004, by and among the CBOT, CBOT Holdings and CBOT merger sub, a transitory subsidiary of CBOT Holdings formed for the purpose of effectuating the merger. The agreement and plan of merger provides for the merger described in greater detail elsewhere in this document, which will facilitate the demutualization of the CBOT and the adoption, as of the effective time of the merger, of an amended and restated certificate of incorporation of the CBOT in the form set forth as Appendix G to this document. Accordingly, approval of the agreement and plan of merger also constitutes approval of the form of amended and restated certificate of incorporation of the CBOT subsidiary. The agreement and plan of merger for the merger is attached to this document as Appendix C.

Upon the filing of the certificate of merger relating to the merger with the Secretary of State in Delaware, as required by the agreement and plan of merger, the merger of the CBOT merger sub with and into the CBOT will occur. As a result of the merger, the CBOT will become a wholly owned subsidiary of CBOT Holdings, with CBOT Holdings becoming the holder of the sole Class A membership in the CBOT subsidiary. The merger of the CBOT merger sub with and into the CBOT and the distribution by the CBOT of the Class A common stock of CBOT Holdings to the CBOT members in accordance with the settlement allocation by means of a dividend, collectively, constitute what we sometimes refer to as the demutualization of the CBOT. The distribution by the CBOT of the Class A common stock of CBOT Holdings to the CBOT members will not occur if the merger is not completed.

Proposition 2: Approval and Adoption of Changes to the CBOT's Bylaws

This proposition is to approve and adopt the amendment and restatement of the CBOT's bylaws, which will become the amended and restated bylaws of the CBOT subsidiary, and technical amendments to the CBOT's bylaws.

The amendment and restatement of the bylaws of the CBOT is generally designed to implement certain of the proposed changes to our corporate governance structure, which will become effective upon the completion of the reorganization merger. The technical amendments will identify the holders of Full Memberships, Associate Memberships, GIMs, IDEMs and COMs, and clarify that holders of GIM, IDEM and COM membership interests are "members" of the CBOT for purposes of Delaware law and will become effective immediately following membership approval of the restructuring transactions. Obtaining member approval of these changes to the bylaws of the CBOT is required under the current certificate of incorporation and bylaws of the CBOT.

The form of the amended and restated bylaws of the CBOT subsidiary is included as Appendix H to this document and the form of technical amendments to the CBOT's bylaws is included as Appendix I to this document.

Proposition 3: Approval and Ratification of the Settlement Allocation

This proposition is to approve and ratify the allocation of all CBOT equity ownership interests (i.e., CBOT Holdings Class A common stock) among the classes of CBOT members in accordance with the settlement allocation established by the settlement of the lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs.

The settlement allocation provides for an allocation of the CBOT equity ownership interests among the CBOT members such that the Full Members would receive 77.65% in the aggregate of the CBOT equity to be distributed to CBOT members in the restructuring transactions, and Associate Members, GIMs, IDEMs and

COMs would receive 22.25% in the aggregate of the CBOT equity ownership interests to be distributed to CBOT members to be allocated based on a ratio of 1.00 : 0.50 : 0.11 : 0.25 to each Associate Member, GIM, IDEM and COM, respectively. In addition, under the terms of the settlement agreement, the five Associate Members, GIMs IDEMs and COMs serving as plaintiff class representative are to receive 0.10% in the aggregate of the CBOT equity to be distributed to CBOT members as plaintiff class representative compensation.

Proposition 4: Approval and Ratification of Certain Agreements with the CBOE Relating to the CBOE Exercise Right

This proposition is to approve and ratify the execution, delivery and performance by the CBOT and CBOT Holdings of certain agreements among the CBOT, CBOT Holdings and the CBOE relating to the CBOE exercise right.

On August 7, 2001, the CBOT entered into an agreement with the CBOE for the stated purpose of resolving the dispute between the parties regarding the CBOE exercise right within the context of the restructuring transactions.

On October 7, 2004, the CBOT, CBOT Holdings and the CBOE entered into a letter agreement that, among other things, confirmed the parties' understanding that the restructuring transactions referred to in the August 7, 2001 agreement shall be deemed to refer to the restructuring transactions as described in this proxy statement and prospectus.

Attached as Appendices D-1 and D-2 to this document are copies of the August 7, 2001 agreement and related October 7, 2004 letter agreements, respectively.

Proposition 5: Approval and Ratification of the Changes to Our Corporate Governance Structure and All Other Matters Relating to the Restructuring Transactions

This proposition is to approve and ratify the changes to our corporate governance structure of the CBOT and all other matters relating to the restructuring transactions, as described in greater detail elsewhere in this document.

This proposition includes the approval and ratification of the changes to our corporate governance structure contemplated by the new certificate of incorporation and bylaws for CBOT Holdings and the new certificate of incorporation and bylaws for the CBOT subsidiary. The effectiveness of the certificate of incorporation of the CBOT subsidiary will occur by operation of law upon the effectiveness of the merger as described above. The adoption of the new certificate of incorporation for CBOT Holdings requires the approval of the board of directors of CBOT Holdings and the approval of the CBOT, as sole stockholder of CBOT Holdings. It is currently anticipated that the new CBOT Holdings certificate of incorporation will become effective upon the filing of an amended and restated certificate of incorporation with the Secretary of State in Delaware, which we currently expect will occur immediately prior to the completion of the restructuring transactions. The amendment and restatement of the bylaws of CBOT Holdings requires the approval of the board of directors of CBOT Holdings, which we currently expect will become effective upon the completion of the restructuring transactions. The forms of the new amended and restated certificates of incorporation for CBOT Holdings and the CBOT subsidiary are attached as Appendices E and G to this document, respectively. The form of amended and restated bylaws of CBOT Holdings is attached as Appendix F to this document. The form of amended and restated bylaws of the CBOT subsidiary is attached as Appendix H to this document. Also included in this proposition is the approval and ratification of certain changes to the rules and regulations of the CBOT, as described in Appendix J to this document, which we expect will facilitate certain aspects of the demutualization and enhance the ability of the CBOT subsidiary to modernize certain aspects of its corporate governance. These changes to the rules and regulations will become effective upon the approval by the board of directors of the CBOT, which we currently expect will occur immediately prior to the completion of the restructuring transactions.

Specifically, this proposition includes the approval and ratification of the following changes to our corporate governance structure that will become effective upon the completion of the restructuring transactions:

Ability to Issue Capital Stock and Pay Dividends. Currently, the CBOT does not have the ability to issue capital stock. Upon the completion of the restructuring transactions and subject in some cases to the second approval as described in greater detail elsewhere in this document, CBOT Holdings will generally have the ability to issue 200,000,000 shares of Class A common stock, initially divided into unrestricted Class A common stock and three series of restricted Class A common stock, designated Series A-1, A-2 and A-3; one share of Class B common stock; and 20,000,000 shares of preferred stock. Upon the completion of the restructuring transactions, the CBOT subsidiary will not have the ability to issue capital stock.

As a Delaware nonstock, not-for-profit corporation, the CBOT is currently permitted to declare and pay dividends under Delaware law; however, in view of its not-for-profit status, the CBOT has not historically done so. CBOT Holdings will be for-profit and will generally have the ability to declare and pay dividends to its common stockholders out of its "surplus," as defined under Delaware law. The CBOT subsidiary will also have the ability to declare and pay dividends, but only to CBOT Holdings as the holder of the sole Class A membership in the CBOT subsidiary.

Voting Rights. Upon the completion of the restructuring transactions, you will have the right to vote as holders of Class A common stock of CBOT Holdings on all matters upon which stockholders will be entitled to vote generally, including the election of directors, and, if you are a holder of Series B-1 or B-2 memberships in the CBOT subsidiary, you will have the right to vote on certain matters reserved for the Series B-1 and B-2 members of the CBOT subsidiary, including amendments to the certificate of incorporation, amendments to the bylaws that are proposed by the Series B-1 and B-2 members and amendments to the bylaws, which will include the rules and regulations, of the CBOT subsidiary that would adversely affect certain core rights associated with the members' trading rights and privileges. Although the current "petition process" will not continue to exist following completion of the restructuring transactions, CBOT Holdings, upon the written request of holders of 10% of the outstanding shares of Class A common stock, and the CBOT subsidiary, upon the written request of 10% of the voting power of all outstanding memberships, will be required to call a special meeting of the stockholders and members, respectively.

Amendments to the Charter and Bylaws. Currently, amendments to our certificate of incorporation must be adopted by the board of directors and approved by at least a majority of votes cast at an annual or special meeting of the membership at which at least 300 votes are cast. Upon the completion of the restructuring transactions, amendments to the certificates of incorporation of CBOT Holdings must be adopted by the board of directors of CBOT Holdings and approved by a majority of the outstanding shares of Class A common stock of CBOT Holdings. Amendments to the certificate of incorporation of the CBOT subsidiary must be adopted by the board of directors and approved by a majority of the Series B-1 and B-2 memberships in the CBOT subsidiary, voting together as a single class based upon their respective voting rights.

Amendments to the CBOT's bylaws, which include the rules, must be approved by at least a majority of votes cast by Full and Associate Members at an annual or special meeting of the membership at which at least 300 votes are cast, and amendments to the CBOT's regulations, which are not part of the bylaws, must be approved by the board of directors. Upon completion of the restructuring transactions, the board of directors of CBOT Holdings will have the authority to adopt, amend or repeal the bylaws of CBOT Holdings without the approval of the stockholders. However, the Class A common stockholders will be entitled to initiate and vote on, without the approval of the board of directors, proposals to adopt, amend or repeal the bylaws, which proposals will be approved by a majority of the votes cast. The board of directors of the CBOT subsidiary will have the authority to amend the bylaws, which will include both the rules and regulations, of the CBOT subsidiary without the approval of the members, except for amendments that would adversely affect the core rights. In addition, the holders of Series B-1 and B-2 memberships will also have the exclusive right among members to initiate and vote on proposals to amend the bylaws, which proposals will be approved by a majority of the votes cast.

Size, Composition and Classification of Board of Directors. The board of directors of the CBOT currently consists of 18 directors, including the Chairman, the Vice-Chairman, the President and Chief Executive Officer (non-voting), nine directors who are Full Members, two directors who are Associate Members and four directors who are not members. Directors other than the President and Chief Executive Officer and the four non-member directors are elected for either two- or three-year terms. The four non-member directors are appointed to serve four-year terms.

Upon the completion of the restructuring transactions, there will be a board of directors for both CBOT Holdings and the CBOT subsidiary rather than the single board of directors of the CBOT that exists today. The boards of directors of CBOT Holdings and the CBOT subsidiary will be reduced in size to 16 directors, classified into two classes, consisting of seven and eight directors, respectively, each elected to serve for two-year terms, and the President and Chief Executive Officer. The boards of directors of CBOT Holdings and the CBOT subsidiary will consist of the Chairman, the Vice-Chairman, the President and Chief Executive Officer (who will serve as a non-voting director), eight directors who will be holders of Series B-1 memberships in the CBOT subsidiary, two directors who will be holders of Series B-2 memberships in the CBOT subsidiary and three directors who will be independent.

Director Nomination Process. Currently, Full and Associate Members elect five persons, four of whom must be Full Members and one of whom must be an Associate Member, to serve on the nominating committee. The nominating committee nominates candidates to stand for election to the board of directors. In addition, Full and Associate Members have the right to petition, which petition must be signed by at least 40 such members, to nominate other candidates to stand for election to the board of directors.

Upon the completion of the restructuring transactions, the holders of the Class A common stock of CBOT Holdings will elect five persons, four of whom must be Series B-1 members of the CBOT subsidiary and one of whom must be a Series B-2 member of the CBOT subsidiary, to serve on the nominating committee. The nominating committee will recommend to the board of directors nominations of persons to stand for election as directors of CBOT Holdings. In addition, holders of Class A common stock of CBOT Holdings will also be entitled to nominate persons to stand for election as directors of CBOT Holdings if the nominee is qualified and the stockholder satisfies certain advance notice requirements. If a stockholder satisfies each of these conditions and delivers a petition executed by at least 40 persons who are both holders of Class A common stock of CBOT Holdings and holders of a Series B-1 membership in the CBOT subsidiary, CBOT Holdings will, to the extent that it prepares and delivers a proxy statement and form of proxy, at its own expense, include the name of such nominee and all other information related to such nominee that is provided with respect to the board of directors' nominees in such proxy statement and form of proxy.

The members of the board of directors of CBOT Holdings will be automatically designated as members of the board of directors of the CBOT subsidiary upon their election to the board of directors of CBOT Holdings.

Elimination of Action By Written Consent. Currently, Full and Associate Members have the ability to take action by written consent. Upon the completion of the restructuring transactions, the ability to take action by written consent will be eliminated.

In addition to these changes to our corporate governance structure, this proposition includes the ratification and approval of all other matters relating to the restructuring transactions not otherwise covered by the other propositions. Examples of such other matters relating to the restructuring transactions include the terms and conditions of the settlement agreement other than the settlement allocation, such as the contractual rights granted to the Associate Members, GIMs, IDEMs and COMs and the framework for the changes to the capital and corporate governance structure of CBOT Holdings and the CBOT subsidiary that would become effective upon the occurrence of the second approval, in each case as described in greater detail elsewhere in this document.

Propositions 3, 4 and 5 seek approval and ratification by the CBOT membership (in accordance with the current voting rights of CBOT members) of certain matters relating to the restructuring transactions. In this

context, “ratification” refers to an expression of approval by members of one or more matters for which their approval is not required as a matter of law. Although we are not aware of case law addressing the effect of ratification by members of a Delaware nonstock corporation such as the CBOT, we believe, based on certain cases addressing ratification by stockholders of a Delaware corporation, that ratification may under certain circumstances be effective to protect actions taken by a corporation and its board of directors against certain claims by stockholders (or, in the case of the CBOT, members) challenging such actions, provided that such actions are not against public policy (such as actions involving waste, fraud or similar egregious misconduct). The CBOT thus believes that ratification by the Full and Associate Members of these matters should extinguish any claim by such members (other than for waste, fraud or similar egregious misconduct or based on lack of proper disclosure) against the CBOT and its directors, including a claim alleging unfairness of these transactions to one or more classes of membership or alleging any deficiency in the process of developing the terms of these transactions or the CBOT board of directors’ consideration or approval of these transactions. It is a condition to the CBOT’s obligation to complete the restructuring transactions that the CBOT membership approve each of the five propositions presented to them by the board of directors. For this reason, ratification of certain matters pursuant to propositions 4 and 5, as described above, will be required in order to complete the restructuring transactions.

Although you are being asked to approve each of these five propositions separately, each of these propositions is related to, and expressly conditioned upon the approval of, the other propositions. This means that we will not take any one or more of these actions relating to the restructuring transactions without taking all actions, subject to the terms and conditions of such transactions as described in greater detail elsewhere in this document. Accordingly, unless ALL FIVE of the propositions relating to the restructuring transactions are approved by the requisite vote of the members as described in this document, the restructuring transactions will NOT have been approved by the members and, accordingly, the restructuring transactions will not be completed.

Available Votes; Required Vote

Currently, there are 1,402 Full Members and 803 Associate Members of the CBOT. Under our certificate of incorporation, bylaws and rules and regulations, each Full Member will be entitled to one vote for each Full Membership owned and each Associate Member will have one-sixth of a vote for each Associate Membership owned. The restructuring transactions will be approved if Full Members and Associate Members, voting together as a single class based upon their respective voting rights, approve each of the four propositions set forth above. In accordance with applicable Delaware law, proposition (1) will be approved if a majority of the voting power of the Full Members and Associate Members, voting together as a single class based upon their respective voting rights, vote in favor of the approval of proposition (1). In accordance with the current certificate of incorporation and bylaws of the CBOT, propositions (2), (3), (4) and (5) will be approved if Full Members and Associate Members, voting together as a single class based upon their respective voting rights, cast at least 300 votes at the special meeting, whether in person or by proxy, and at least a majority of the votes cast are in favor of propositions (2), (3) and (4).

Under our certificate of incorporation, bylaws, rules and regulations, GIMs, COMs and IDEMs are not entitled to vote on the restructuring transactions.

Our directors and officers held memberships as of November 5, 2004 entitling them to cast an aggregate of 13 3/6 votes on the proposal, which would represent about 0.9% of the total votes that may be cast.

Board Recommendation

Our board of directors has determined that the restructuring transactions are in the best interests of the CBOT and its members and that the restructuring transactions are fair to each class of CBOT membership. **Our**

board of directors has approved the restructuring transactions and recommends that Full and Associate Members vote "FOR" approval of the restructuring transactions, including ALL FIVE of the propositions relating to the restructuring transactions. Unless ALL FIVE of these propositions are approved, the restructuring transactions will NOT have been approved by the members and, accordingly, will NOT be completed.

Manner of Voting; Costs

You may vote on the propositions relating to the restructuring transactions by attending the special meeting in person and registering your vote. You may also vote by completing the enclosed proxy ballot and submitting it in accordance with its instructions.

In connection with the proxy ballot solicitation, please note the following instructions:

- Please mark the enclosed proxy ballot with respect to each proposition and provide your signature, printed name and date where indicated, and enclose and seal the completed proxy ballot in the gold envelope addressed to the Secretary of the CBOT. Each proxy ballot must be signed in order to be effective.
- Print your name in the upper left-hand corner of the gold envelope and deliver or mail it to the Secretary's Office. Alternatively, you may submit your completed proxy ballot to the Secretary's Office by depositing the proxy ballot in the ballot box located in the fourth floor lobby of our offices between the hours of 8:00 a.m. and 2:15 p.m., Central Time, on , 2004.

You may revoke your proxy at any time before it is voted at the meeting by:

- sending written notice to Paul J. Draths at the Secretary's Office, Board of Trade of the City of Chicago, Inc., 141 West Jackson Boulevard, Chicago, IL 60604;
- submitting a later dated proxy ballot; or
- attending the special meeting and voting in person.

Attendance at the special meeting will not automatically revoke your proxy ballot. All properly executed and unrevoked proxy ballots will be voted at the special meeting or at any adjournment of the special meeting.

You may vote "FOR" or "AGAINST" in the vote on each of the propositions relating to the restructuring transactions. Proxy ballots that are duly executed and submitted with no voting direction as to a given proposition will be counted for purposes of constituting a quorum but will not be counted as a vote cast for or against such proposition. A proxy ballot with respect to such proposition that has more than one box marked for a given proposition, e.g., both "FOR" and "AGAINST," will not be counted for purposes of constituting a quorum and will not be counted as a vote cast for or against such proposition. Your proxy ballot must be received prior to 2:15 p.m., Central Time, on , 2004 to be counted.

To obtain a replacement proxy ballot, please call Paul J. Draths, Vice President and Secretary of the CBOT, at (312) 435-3500 between the hours of 7:30 a.m. and 4:30 p.m., Central Time.

All proxies, ballots and tabulations that identify the vote of a particular member will be kept confidential, except as necessary to allow the third-party inspectors designated with respect to the vote on the propositions relating to the restructuring to certify the voting results or to meet other legal requirements. At the CBOT's request, such inspectors may provide the CBOT with a list of members who have not voted and periodic status reports on the aggregate vote. These status reports may include breakdowns of vote totals by different types of membership classes. However, it is currently expected that the CBOT will not be able to determine how individual members voted.

The cost of soliciting proxies will be borne by us. In addition to solicitation by mail, our directors, officers and employees may solicit proxies in person or by telephone.

LEGAL MATTERS

The validity of the securities offered hereby will be passed upon for CBOT Holdings by Morris, Nichols, Arsht & Tunnell. As described herein, Kirkland & Ellis will issue an opinion of counsel with respect to the tax consequences of the receipt by CBOT Holdings of the Class A membership in the CBOT subsidiary and the receipt by members of Class A common stock of CBOT Holdings and the Class B memberships in the CBOT subsidiary. Kirkland & Ellis has in the past represented CBOT Holdings and the CBOT and their respective boards of directors and continues to represent CBOT Holdings and the CBOT and their respective boards of directors in limited matters, including the tax aspects of the restructuring transactions. Morris, Nichols, Arsht & Tunnell acts as special Delaware counsel to CBOT Holdings and the CBOT.

EXPERTS

The consolidated financial statements of the Board of Trade of the City of Chicago, Inc. and subsidiaries as of December 31, 2003 and 2002 and for each of the three years in the period ended December 31, 2003 included in this prospectus have been audited by Deloitte & Touche LLP, independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the registration statement, which report expresses an unqualified opinion and includes an explanatory paragraph regarding the adoption of Statement of Financial Accounting Standards No. 133, “Accounting for Derivative Instruments and Hedging Activities,” and have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

ADDITIONAL INFORMATION

The registration statement, of which this proxy statement and prospectus forms a part, includes as exhibits important business and financial information about the CBOT that is not included or delivered with this proxy statement and prospectus. You may obtain this information without charge by request to Paul Draths, Vice President and Secretary, Board of Trade of the City of Chicago, Inc., 141 West Jackson Boulevard, Chicago, Illinois, 60604; Telephone 312-435-3500. To ensure timely delivery, any request should be made at least five business days before the date of the meeting, or , 2004.

LIFFE CONNECT® is a registered trademark of LIFFE Administration and Management. Certain other trademarks used herein are the property of their respective owners.

On January 26, 2001, the CBOT initially filed with the Securities and Exchange Commission a Registration Statement on Form S-4 (Registration No. 333-54370), including a combined proxy statement and prospectus, relating to its proposed restructuring, which was subsequently amended on March 6, 2001, March 26, 2001, April 6, 2001 and May 2, 2001. In addition, the CBOT and its predecessor have filed various communications relating to its proposed restructuring with the Securities and Exchange Commission pursuant to Rule 425 under the Securities Act of 1933, as amended. As a result of certain refinements to its proposed restructuring that result in CBOT Holdings being the issuer of securities in the restructuring, the CBOT has withdrawn its Registration Statement on Form S-4 as of October 24, 2001 and caused CBOT Holdings to file a Registration Statement on Form S-4 (Registration No. 333-72184), of which this document forms a part, relating to the restructuring transactions, as described in this document. All communications relating to the restructuring transactions described in this document and previously filed with the Securities and Exchange Commission by the CBOT and its predecessor pursuant to Rule 425 under the Securities Act of 1933, as amended, shall be deemed to refer to the restructuring transactions described in this document.

DEADLINE FOR INCLUSION IN 2005 PROXY STATEMENT

The deadline for submitting stockholder proposals for inclusion in CBOT Holdings' proxy statement for first annual meeting following the completion of the restructuring transactions will be February 3, 2005 which, as required under the bylaws of CBOT Holdings, is the date that will be 20 calendar days prior to the one year anniversary of the date the CBOT delivered ballot materials in connection with the 2004 annual election.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-4 under the Securities Act of 1933, as amended, with respect to the securities being offered in connection with the restructuring transactions.

This proxy statement and prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement. Consistent with the rules and regulations of the SEC, some items of information are contained in exhibits to the registration statement. Statements made in this proxy statement and prospectus as to the content of any contract, agreement or other document filed or incorporated by reference as an exhibit to the registration statement are not necessarily complete. You should refer to the corresponding exhibit for a more complete description of the relevant matter and read all statements in this proxy statement and prospectus with due consideration of that exhibit.

Following effectiveness of the registration statement, CBOT Holdings will be required to file periodic reports and other information with the SEC. The SEC filings of CBOT Holdings are available to the public at the SEC's Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the SEC's web site at *http://www.sec.gov*. Information on the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330.

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INDEX TO APPENDICES

APPENDIX A

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

INDEX TO FINANCIAL STATEMENTS*

* Prior to the completion of the restructuring transactions, CBOT Holdings has not begun doing business as a separate entity and, therefore does not have its own set of financial statements. As a result, the financial statements included are those of the CBOT, which will continue to operate the exchange after the restructuring transactions as a subsidiary of CBOT Holdings.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Members
of the Board of Trade of the City of Chicago, Inc.
Chicago, Illinois

We have audited the accompanying consolidated statements of financial condition of the Board of Trade of the City of Chicago, Inc. and its subsidiaries (the "CBOT") as of December 31, 2003 and 2002, and the related consolidated statements of income, members' equity, and cash flows for each of the three years in the period ended December 31, 2003. These financial statements are the responsibility of the CBOT's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the CBOT as of December 31, 2003 and 2002, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2003 in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the consolidated financial statements, the CBOT adopted Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities* on January 1, 2001.

/s/ Deloitte & Touche LLP

Deloitte & Touche LLP
Chicago, Illinois

February 18, 2004

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
DECEMBER 31, 2003 AND 2002
(In thousands)

ASSETS	2003	2002
CURRENT ASSETS:		
Cash and cash equivalents:		
Unrestricted	$ 137,127	$ 83,505
Held under deposit and membership transfers	5,539	2,285
Total cash and cash equivalents	142,666	85,790
Restricted cash	300	—
Accounts receivable—net of allowance of $4,580 and $3,897 in 2003 and 2002, respectively	33,218	23,960
Income tax receivable	10,781	1,013
Deferred income taxes	2,805	2,711
Prepaid expenses	10,387	1,918
Total current assets	200,157	115,392
PROPERTY AND EQUIPMENT:		
Land	34,234	34,234
Buildings and equipment	314,474	309,964
Furnishings and fixtures	174,872	149,458
Computer software and systems	55,528	23,594
Construction in progress	9,368	2,796
Total property and equipment	588,476	520,046
Less accumulated depreciation and amortization	324,024	292,720
Property and equipment—net	264,452	227,326
OTHER ASSETS—net	19,372	11,479
TOTAL ASSETS	$ 483,981	$ 354,197

LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 27,982	$ 19,291
Accrued real estate taxes	8,306	8,867
Accrued payroll costs	5,128	5,023
Accrued exchange fee rebates	4,351	2,568
Accrued employee termination	2,575	4,461
Accrued liabilities	10,857	8,621
Funds held for deposit and membership transfers	5,539	2,285
Current portion of long-term debt	19,665	10,714
Other current liabilities	132	156
Total current liabilities	84,535	61,986
LONG-TERM LIABILITIES:		
Deferred income tax liabilities	20,230	10,683
Long-term debt	50,045	42,857
Other liabilities	14,948	19,635
Total long-term liabilities	85,223	73,175
Total liabilities	169,758	135,161
COMMITMENTS AND CONTINGENCIES (see Notes 7 and 10)	—	—
MINORITY INTEREST	62,940	—
MEMBERS' EQUITY:		
Members' equity	251,232	220,163
Accumulated other comprehensive income (loss)	51	(1,127)
Total members' equity	251,283	219,036
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 483,981	$ 354,197

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

YEARS ENDED DECEMBER 31, 2003, 2002 AND 2001
(In thousands)

	2003	2002	2001
REVENUES:			
Exchange fees	$ 285,815	$ 204,963	$ 134,968
Market data	55,850	58,258	66,509
Building	20,061	25,239	24,828
Services	16,059	16,554	14,262
Clearing fees	1,158	—	—
Dues	—	—	9,027
Other	2,359	3,259	2,137
Total revenues	381,302	308,273	251,731
EXPENSES:			
Salaries and benefits	64,122	59,315	59,141
Depreciation and amortization	32,869	37,438	44,228
Professional services	28,155	30,716	20,013
General and administrative expenses	18,455	11,171	12,618
Building operating costs	25,042	24,579	22,961
Information technology services	56,116	42,807	42,537
Contracted license fees	27,601	13,999	2,010
Programs	5,891	3,449	1,847
Clearing services	972	—	—
Loss on impairment of long-lived assets	—	6,244	15,210
Interest	3,975	4,754	6,734
Litigation	—	10,735	3,000
Equity in loss of OneChicago	1,093	712	—
Severance and related costs	1,290	4,033	9,875
Operating expenses	265,581	249,952	240,174
Income from operations	115,721	58,321	11,557
Income taxes (credit):			
Current	13,399	22,884	19,709
Deferred	8,675	1,126	(14,412)
Total income taxes	22,074	24,010	5,297
Income before cumulative effect of change in accounting principle and minority interest	93,647	34,311	6,260
Cumulative effect of change in accounting principle—net of tax	—	—	(51)
Income before minority interest	93,647	34,311	6,209
Minority interest in income of subsidiary	(62,940)	—	—
Net income	$ 30,707	$ 34,311	$ 6,209

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY

Years Ended December 31, 2003, 2002 and 2001
(in thousands)

	Members' Equity	Accumulated Other Comprehensive Income (Loss)	Total
BALANCE—January 1, 2001	$178,923	$ —	$178,923
COMPREHENSIVE INCOME:			
Net income	6,209		6,209
Transition adjustment for adoption of new accounting pronouncement—net of tax of $(185)		277	
Unrealized gains and losses on foreign exchange forward contracts—net of tax of $200		(299)	
Reclass of foreign exchange forward contract net gains and losses—net of tax of $19		(29)	
Total other comprehensive loss		(51)	(51)
Total comprehensive income			6,158
CAPITAL CONTRIBUTIONS	391		391
BALANCE—December 31, 2001	185,523	(51)	185,472
COMPREHENSIVE INCOME:			
Net income	34,311		34,311
Unrealized gains and losses on foreign exchange forward contracts—net of tax of $(660)		989	
Reclass of foreign exchange forward contract net gains and losses—net of tax of $529		(792)	
Pension liability not yet recognized as net periodic pension cost—net of tax of $849		(1,273)	
Total other comprehensive loss		(1,076)	(1,076)
Total comprehensive income			33,235
CAPITAL CONTRIBUTIONS	329		329
BALANCE—December 31, 2002	220,163	(1,127)	219,036
COMPREHENSIVE INCOME:			
Net income	30,707		30,707
Unrealized gains and losses on foreign exchange forward contracts—net of tax of $(681)		1,021	
Reclass of foreign exchange forward contract net gains and losses—net of tax of $745		(1,116)	
Pension liability not yet recognized as net periodic pension cost—net of tax of $(849)		1,273	
Total other comprehensive income		1,178	1,178
Total comprehensive income			31,885
CAPITAL CONTRIBUTIONS	362		362
BALANCE—December 31, 2003	$251,232	$ 51	$251,283

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended December 31, 2003, 2002 and 2001
(In thousands)

	2003	2002	2001
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 30,707	$ 34,311	$ 6,209
Adjustments to reconcile net income to net cash flows from operating activities:			
Cumulative effect of change in accounting principle	—	—	51
Depreciation and amortization	32,869	37,438	44,228
Minority interest in income of subsidiary	62,940	—	—
Change in allowance for doubtful accounts	683	(11)	1,721
Loss on impairment of long-lived assets	—	6,244	15,210
(Gain) loss on foreign currency transaction	1,336	(1,452)	(422)
Loss on sale or retirement of fixed assets	85	1,568	1,162
Deferred income taxes (benefit)	8,675	1,126	(14,412)
Equity in loss of OneChicago	1,093	712	—
Changes in assets and liabilities:			
Restricted cash	(300)	491	(491)
Accounts receivable	(8,239)	(701)	(2,488)
Income tax receivable	(9,775)	(1,013)	128
Prepaid expenses	(8,469)	1,287	51
Other assets	(8,471)	(899)	(850)
Accounts payable	8,691	2,504	(1,018)
Accrued real estate taxes	(561)	167	200
Accrued payroll costs	105	3,024	1,922
Accrued exchange fee rebates	1,783	(1,331)	518
Accrued employee termination	(1,886)	(1,077)	3,456
Due to joint venture	—	(5,169)	(3,770)
Accrued liabilities	2,236	513	1,255
Funds held for deposit and membership transfers	3,254	(51)	(2,317)
Other current liabilities	(24)	(2,164)	2,165
Other long-term liabilities	(2,565)	3,876	2,151
Net cash flows from operating activities	114,167	79,393	54,659
CASH FLOWS FROM INVESTING ACTIVITIES:			
Acquisition of property and equipment	(46,062)	(22,675)	(16,358)
Proceeds from sale of property and equipment	58	37	836
Investment in joint ventures	(935)	(1,441)	(293)
Net cash flows used in investing activities	(46,939)	(24,079)	(15,815)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Repayments of long-term debt	(10,714)	(23,020)	(32,948)
Proceeds from long-term debt	—	—	18,675
Capital contributions from members	362	329	391
Net cash flows used in financing activities	(10,352)	(22,691)	(13,882)
NET INCREASE IN CASH AND CASH EQUIVALENTS	56,876	32,623	24,962
CASH AND CASH EQUIVALENTS—Beginning of year	85,790	53,167	28,205
CASH AND CASH EQUIVALENTS—End of year	$ 142,666	$ 85,790	$ 53,167
CASH PAID FOR:			
Interest	$ 7,141	$ 4,897	$ 5,968
Income taxes	$ 23,174	$ 27,000	$ 16,414
NON-CASH FINANCING ACTIVITY:			
Fixed assets acquired with debt	$ 23,656	$ —	$ —

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Years Ended December 31, 2003, 2002 and 2001

1. Summary of Significant Accounting Policies

Basis of presentation

The consolidated financial statements include the accounts of the Board of Trade of the City of Chicago, Inc. and its wholly owned subsidiaries, including Electronic Chicago Board of Trade, Inc. ("eCBOT") which has a controlling general partner interest in Ceres Trading Limited Partnership ("Ceres") (collectively, the "CBOT"). CBOT, through Ceres, held a 50% ownership interest in CBOT/Eurex Alliance LLC ("CBOT/Eurex Alliance") until its liquidation in December 2003. The CBOT also holds an approximate 9% interest in a joint venture called OneChicago, LLC ("OneChicago"). The CBOT accounts for its interests in CBOT/Eurex Alliance and OneChicago under the equity method. These investments are included in other assets on the Consolidated Statements of Financial Condition. All significant intercompany balances and transactions have been eliminated in consolidation.

Business and proposed restructuring transactions

The CBOT offers markets in futures contracts and options on futures contracts in four broad product categories: agricultural products, interest rate products, stock market indices and metals. In particular, the CBOT offers markets in agricultural products such as wheat, corn, soybeans and rough rice and interest rate products such as U.S. Treasury bonds and notes, Federal Funds Rate, interest rate swaps, municipal bonds and notes, and German debt instruments, including Bunds, Bobls and Schatz. In addition, the CBOT's stock market index markets include the Dow Jones Industrial Average and Dow Jones Total Market Index and its metals markets include mini-sized contracts for gold and silver. The CBOT offers its members the ability to execute transactions in its open outcry markets which provide CBOT members with a centralized location to meet and transact with other members and on its electronic trading system, which is operated pursuant to the CBOT's relationship with LIFFE Management and Administration ("LIFFE"). The CBOT also engages in market surveillance and financial supervision activities designed to ensure market integrity and provide financial safeguards for users of the markets. In addition, the CBOT markets and distributes real-time and historical market data generated for trading activity in its markets to users of its products and related cash and derivative markets. The CBOT also owns and operates three office buildings in the city of Chicago.

Over the last several years, the CBOT has conducted an ongoing and extensive evaluation process with respect to the structure of its organization and its competitiveness in the futures industry. As a result of this evaluation process, the CBOT has determined that it should restructure its organization in order to enhance its competitiveness.

The CBOT has developed, and is proposing for approval by its Full Members and Associate Members, a series of transactions designed to restructure the CBOT. These "restructuring transactions" are designed to:

- "demutualize" the CBOT by creating a stock, for-profit holding company, referred to as "CBOT Holdings," and distributing shares of common stock of CBOT Holdings to its members, while maintaining the CBOT as a nonstock, for-profit subsidiary of CBOT Holdings, referred to as the "CBOT subsidiary" and
- modernize the CBOT's corporate governance structure by, among other things, adopting new mechanisms for initiating and voting on stockholder and member proposals, providing for a modest reduction in the size of its board and modifying the nomination and election process for directors as well as the terms of office and qualifications of directors.

Completion of the restructuring transactions is subject to a number of conditions, including membership approval. The accompanying consolidated financial statements do not reflect the effects of the proposed restructuring transactions.

Use of estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the financial statements, such as estimates for bad debts, exchange fee rebates, real estate taxes and assumptions used for the calculation of pension and other postretirement benefit plan costs. Actual amounts could differ from those estimates.

Revenue recognition

The largest source of the CBOT's operating revenues is exchange fees, which are assessed on trades made through the CBOT. These fees are recognized as revenue in the same period that the trades are matched and cleared. Exchange fee revenue is a function of three variables: (1) exchange fee rates, determined primarily by contract type, trading mechanism and membership/customer status, (2) trading volume and (3) transaction mix. Rebates on exchange fees arise primarily from the subsequent identification by clearing firms of misclassifications of the membership/customer status that had been reported by the clearing firms in their initial submission to the CBOT. Prior to October 1, 2001, clearing firms could submit requests for rebates relating to trading activity during the previous five years. Subsequent to October 1, 2001, the period for rebates was reduced to one year. The CBOT provides an accrual for exchange fee rebates based on its historical pattern of rebates processed. The following provides a reconciliation of the accrual for exchange fee rebates as of and for the years ended December 31 (in thousands):

	2003	2002	2001
Accrual for exchange fee rebates—beginning of year	$ 2,568	$ 3,899	$3,381
Provision	2,846	2,160	1,163
Payments	(1,063)	(3,491)	(645)
Accrual for exchange fee rebates—end of year	$ 4,351	$ 2,568	$3,899

The CBOT provides to market data vendors real time and delayed market data regarding the prices of the futures and options on futures contracts traded through the CBOT. Fees for market data, based on the number of subscribers, are remitted to the CBOT by market data vendors. The CBOT recognizes revenue for market data based on quotation services provided to market data vendors at the time services are rendered. Prior to 2003, rebates were available to member firms for one-third of their market data fees. These rebates were accrued in the month that the revenues were recorded and are reflected as a reduction in market data fees. The CBOT discontinued the rebate program effective January 1, 2003.

Revenues from the rental of office space are recognized over the life of the lease term, utilizing the straight-line method.

Service revenues consist primarily of telecommunication charges, badge fees, booth space rentals and membership application and registration fees, and are recognized when the services are provided. Additionally, service revenues in 2003 include one-time charges to customers for establishing connections between them and the CBOT's new electronic trading platform that went into service in November of 2003.

The CBOT uses the CME as an external clearing house to guarantee, clear and settle every contract traded. The CBOT selected the CME to provide these clearing services through the CME/CBOT Common Clearing Link. The CBOT had discretion in selecting the CME from alternative service providers. The CBOT is the primary obligor in the arrangement, has sole latitude in establishing prices charged to CBOT customers, determines the service specifications and bears the credit risk. As a result, the CBOT accounts for clearing fee revenue and clearing services expense on a gross basis in accordance with EITF 99-19.

Member dues are determined by the Board of Directors of the CBOT based upon various factors including the CBOT's cash and working capital requirements. Member dues are recognized over the period to which they relate.

Other revenue relates primarily to fines levied on members and members' firms for rule infractions, as determined by the CBOT's regulatory committees and board of directors, as well as interest income and changes in cash surrender values of insurance policies.

Cash and cash equivalents

For purposes of the Consolidated Statements of Cash Flows, cash and cash equivalents include highly liquid investments with maturities of three months or less from date of purchase.

Cash held under deposit and membership transfers

When any membership is sold, the CBOT holds the proceeds of such sale before remitting the amount to the selling member for a specified period of time to allow other members to make claims against the selling member. "Cash held under deposit and membership transfers" consists of funds held by the CBOT from membership sales. Use of these funds is not restricted and the CBOT has an offsetting liability titled "Funds held for deposit and membership transfers."

Restricted cash

Restricted cash consists of collateral required for purchase of foreign currency forward contracts.

Accounts receivable

The CBOT estimates an allowance for doubtful accounts based upon factors surrounding credit risk of specific customers. The following provides a reconciliation of the allowance for doubtful accounts as of, and for the years ended, December 31 (in thousands):

	2003	2002	2001
Allowance for doubtful accounts—beginning of year	$3,897	$3,908	$2,188
Bad debt expense	1,127	29	1,921
Charge-offs	(446)	(40)	(201)
Recoveries	2	—	—
Allowance for doubtful accounts—end of year	$4,580	$3,897	$3,908

Property and equipment

Property and equipment, excluding land, are reported at historical cost, net of accumulated depreciation and amortization. Land is reported at cost. In accordance with SOP 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use*, computer software and systems include purchased software and systems, external costs specifically identifiable to the implementation of new systems and certain payroll and payroll-related costs for employees who are directly associated with and devote time to developing computer software for internal use. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings	20 to 40 years
Building equipment	10 to 20 years
Furnishings and fixtures	3 to 10 years
Computer software and systems	3 to 5 years

Depreciation and amortization expense related to the above assets was $32.5 million, $35.4 million and $41.7 million for the years ended December 31, 2003, 2002 and 2001, respectively.

Other assets

Other assets consist of the Dow Jones license fee (see Note 7), deferred rental brokerage and deferred tenant alterations (presented net of accumulated amortization), cash surrender values of executive life insurance

policies, equity investments and long-term prepaid assets consisting of interest, license fees and service contracts. Amortization is computed using the straight-line method over the estimated useful lives of the assets, which range from 5 to 10 years. Amortization expense related to these assets was $0.4 million, $2.0 million and $2.5 million for the years ended December 31, 2003, 2002 and 2001, respectively. Accumulated amortization was $20.9 million and $20.5 million at December 31, 2003 and 2002, respectively. The cash surrender values of executive life insurance policies are marked to their fair value. Equity investments are recorded at their initial capital contributions and increased or reduced by the proportionate shares of the entities' accumulated net income or loss. Long-term prepaid assets are expensed using the straight-line method over the duration that the payment relates.

Income taxes

The CBOT and its wholly owned subsidiaries file a consolidated federal income tax return. Income taxes are determined using the asset and liability method. Accordingly, deferred tax assets and liabilities are determined based upon the differences between financial statement carrying amounts and the tax bases of existing assets and liabilities, and are measured at the tax rates expected to be in effect when these differences reverse.

Long-lived assets

Long-lived assets to be held and used by the CBOT are reviewed to determine whether any events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The CBOT bases its evaluation on such impairment indicators as the nature of the assets, the future economic benefit of the assets, any historical or future profitability measurements, as well as other external market conditions or factors that may be present. If such impairment indicators are present or other factors exist that would indicate that the carrying amount of the asset may not be recoverable, the CBOT determines whether an impairment has occurred through the use of an undiscounted cash flows analysis of assets at the lowest level for which identifiable cash flows exist. In the event of an impairment, the CBOT recognizes a loss for the difference between the carrying amount and the estimated value of the asset as measured using quoted market prices or, in the absence of quoted market prices, a discounted cash flow analysis.

During the fourth quarter of 2001, formal discussions began and preliminary term sheets were shared regarding licensing a new version of the electronic trading platform. Based on management's assessment of the probable outcome of these discussions, management concluded that the carrying value of the current electronic trading platform, included in computer software and systems, should be reduced. The carrying value represented the future undiscounted cash flows to be generated from the current electronic trading platform. As a result of management's evaluation, a $15.2 million pretax charge was recorded in the fourth quarter of 2001 to adjust the carrying value of the current electronic trading platform to its estimated realizable value. The remaining carrying value of $12.5 million was to be completely amortized through June 2002, at which time a licensing agreement was projected to be in place. The new licensing arrangement actually became effective in April of 2002. Accordingly, three months of amortization was recorded through March 31, 2002, after which a $6.2 million pretax charge was recorded to reduce the remaining book value to zero.

Equity method investments

Equity method investments represent investments in which the CBOT has a 20-50% interest or is able to exercise significant influence. These investments are carried at the initial capital contributions increased or reduced by the proportionate shares of the entities' accumulated net income or loss. Equity method investments are reviewed to determine whether any events or changes in circumstances indicate that the investment may be other than temporarily impaired. The CBOT bases its evaluation on its ability to recover the carrying amount of the investment or inability of the investee to sustain an earnings capacity that would justify the carrying amount of the investment. In the event of an impairment, the CBOT would recognize a loss for the difference between the carrying amount and the estimated fair value of the equity method investment.

In January 2003, the members of CBOT/Eurex Alliance agreed to liquidate the Alliance by year-end 2003 and in December 2003 the liquidation was completed. No impairment adjustment was required as the carrying value of the investment was fully recovered upon liquidation.

Comprehensive income

Comprehensive income consists of net income and other comprehensive income (loss). Other comprehensive income (loss) refers to revenues, expenses, gains and losses that are not included in net income, but rather are recorded directly in members' equity. Accumulated other comprehensive income (loss) at December 31 consisted of the following (in thousands):

	2003	2002
Unrealized gains on foreign exchange forward contracts	$ 84	$ 243
Pension liability not recognized as net periodic pension cost	—	(2,122)
Less tax effect	(33)	752
Total	$ 51	$(1,127)

Derivative instruments held for purposes other than trading

The CBOT enters into derivative contracts as a means of reducing the CBOT's foreign exchange exposure. The CBOT's derivative program is monitored by senior management. The CBOT's risk of loss is typically limited to the fair value of its derivative instruments and not to the notional or contractual amounts of those derivatives. Risks arise from changes in the fair value of the underlying instruments and, with respect to over-the-counter transactions, from the possible inability of counterparties to meet the terms of the contracts. The CBOT has strict policies regarding the financial stability and credit standing of its major counterparties. The CBOT attempts to limit its credit risk by dealing with creditworthy counterparties.

At the inception of these contracts, the contracts are evaluated in order to determine whether they may qualify for hedge accounting treatment. Hedge criteria include demonstrating the manner in which the hedge will reduce risk; identifying the specific asset, liability or firm commitment being hedged; and citing the time horizon being hedged. Regular evaluations are performed to ensure that continuing correlation exists between the hedge and the item being hedged.

On January 1, 2001, the CBOT adopted Statement of Financial Accounting Standards ("SFAS") No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended and interpreted. SFAS No. 133 requires recognition of all derivative instruments in the Consolidated Statements of Financial Condition as either assets or liabilities and the measurement of those instruments at fair value. SFAS No. 133 also requires changes in the fair value of the derivative instruments to be recorded each period in current earnings or other comprehensive income depending on the hedge designation and whether the hedge is highly effective. If the derivative is designated as a fair-value hedge, the changes in the fair value of the derivative and the hedged item are recognized in earnings. If the derivative is designated as a cash-flow hedge, changes in the fair value of the derivative are recorded in other comprehensive income and are recognized in the Consolidated Statements of Income when the hedged item affects earnings. For a derivative that does not qualify, or is not designated, as a hedge, changes in fair value are recognized in earnings.

On January 1, 2001, the CBOT recorded in the Consolidated Statements of Income an $87,000 pretax loss ($51,000 loss, after tax) as the cumulative effect of the change in the foregoing accounting principle. The loss related to derivatives that were either not designated as hedges or derivatives that had been used as fair-value type hedges prior to adoption of SFAS No. 133. In addition, the CBOT recorded a $462,000 pretax gain in other comprehensive income, reflecting the cumulative effect of the foregoing change in accounting principle, relating to derivatives that had been used as cash-flow type hedges prior to adoption of SFAS No. 133.

The CBOT formally measures effectiveness of its hedging relationships both at the hedge inception and on an ongoing basis in accordance with its risk management policy. The CBOT will discontinue hedge accounting prospectively if it is determined that the derivative is no longer effective in offsetting changes in the fair value or cash flows of a hedged item; when the derivative expires or terminates; when the derivative is de-designated as a hedge instrument, because it is probable that the forecasted transaction will not occur; or management determines that designation of the derivative as a hedge instrument is no longer appropriate.

Recent accounting pronouncements

In August 2001, the Financial Accounting Standards Board ("FASB") issued SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, which addresses the financial accounting and reporting for the impairment or disposal of long-lived assets. This statement supercedes SFAS No. 121, *Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of*, and the accounting and reporting provisions of Accounting Principles Board No. 30, *Reporting the Results of Operations—Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions*, for disposal of a segment of a business. The adoption of SFAS No. 144, in January 2002, did not have an impact on the CBOT's financial position or results of operations.

In November 2002, the FASB issued FASB Interpretation No. ("FIN") 45, *Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others*. FIN 45 requires that upon issuance of a guarantee, the guarantor must recognize a liability for the fair value of the obligation it assumes under that guarantee. The disclosure provisions of FIN 45 are effective for financial statements that end after December 15, 2002. The provisions for initial recognition and measurement are effective on a prospective basis for guarantees that are issued or modified after December 31, 2002. The adoption of FIN 45 did not have an impact on the CBOT's consolidated financial statements for the year ended December 31, 2003.

In June 2001, the FASB issued SFAS No. 143, *Accounting for Asset Retirement Obligations*, which addresses the financial accounting and reporting for obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and (or) the normal operation of a long-lived asset. This statement amends SFAS No. 19, *Financial Accounting and Reporting by Oil and Gas Companies*. The adoption of SFAS No. 143 did not have an impact on the CBOT's financial position or results of operations.

In June 2002, the FASB issued SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*, which addresses financial accounting and reporting for costs associated with exit or disposal activities. SFAS No. 146 nullifies Emerging Issues Task Force (EITF) Issue No. 94-3, *Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (Including Certain Costs Incurred in a Restructuring)*. The adoption of SFAS No. 146 did not have an impact on the CBOT's financial position or results of operations.

In December 2002, the FASB issued SFAS No. 148 , *Accounting for Stock-Based Compensation—Transition and Disclosure*, which amends SFAS No. 123, *Accounting for Stock-Based Compensation*. SFAS 148 provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. (Under the fair value based method, compensation cost for stock options is measured when options are issued.) In addition, SFAS No. 148 amends the disclosure requirements of SFAS No. 123 to require more prominent and more frequent disclosures in financial statements of the effects of stock-based compensation. The transition guidance and annual disclosure provisions of SFAS No. 148 are effective for fiscal years ending after December 15, 2002, with earlier application permitted in certain circumstances. The adoption of SFAS No. 148 did not have an impact on the CBOT's financial position or results of operations.

In January 2003, the FASB issued FIN 46, *Consolidation of Variable Interest Entities*. FIN 46 clarifies the application of Accounting Research Bulletin No. 51, *Consolidated Financial Statements*, to certain entities in which equity investors do not have the characteristics of a controlling

financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. FIN 46 will require the consolidation of a variable interest entity whereby an enterprise will absorb a majority of the entity's expected losses if they occur, receive a majority of the entity's expected residual returns if they occur, or both. This interpretation applies immediately to variable interest entities created after January 31, 2003, and to variable interest entities in which an enterprise obtains an interest after that date. The adoption of FIN 46 did not have an impact on the CBOT's financial position or results of operations.

In December 2003, the FASB issued FIN 46R *Consolidation of Variable Interest Entities, an interpretation of ARB 51 (as revised December 2003)*. The primary objectives of FIN 46R are to provide guidance on the identification of entities for which control is achieved through means other than through voting rights (Variable Interest Entities) and how to determine when and which business enterprise should consolidate the Variable Interest Entity (the Primary Beneficiary). The disclosure requirements of FIN 46R are required in all financial statements issued after March 15, 2004, if certain conditions are met. The CBOT does not have any variable interest entities and therefore, FIN 46R will not impact its financial statements.

In May 2003, the FASB issued SFAS No. 150, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*. This Statement is effective for financial instruments entered into or modified after May 31, 2003 and establishes standards for how an issuer classifies and measures certain financial instruments with characteristics of both liabilities and equity. It requires that an issuer classify a financial instrument that is within its scope as a liability (or an asset in some circumstances). The adoption of SFAS No. 150 did not have an impact on the CBOT's financial position or results of operations.

In December 2003, the FASB issued SFAS No. 132 (revised December 2003) ("SFAS No. 132R"), *Employers' Disclosures about Pensions and Other Postretirement Benefits* to revise employers' disclosures about pension plans and other postretirement benefit plans. It does not change the measurement or recognition of those plans required by FASB Statements No. 87, *Employers' Accounting for Pensions*, No. 88, *Employers' Accounting for Settlements and Curtailments of Defined Benefit Pension Plans and for Termination Benefits*, and No. 106, *Employers' Accounting for Postretirement Benefits Other Than Pensions*. This Statement retains the disclosure requirements contained in SFAS No. 132, *Employers' Disclosures about Pensions and Other Postretirement Benefits*, which it replaces. Additional disclosures include information describing the types of plan assets, investment strategy, measurement date(s), plan obligations, cash flows, and components of net periodic benefit cost recognized during interim periods. SFAS No. 132R is effective for financial statements with fiscal years ending after December 15, 2003. The interim-period disclosures required by this Statement are effective for interim periods beginning after December 15, 2003. As of December 31, 2003, the CBOT has adopted the disclosure requirements of SFAS No. 132R.

Prior year reclassifications

Certain reclassifications have been made of prior year amounts to conform to current year presentations.

2. Minority Interests In Subsidiaries

Ceres was formed by the CBOT for the purpose of engaging in electronic trading activities related to financial and futures markets. The CBOT, through eCBOT, as general partner, holds a 10% interest in Ceres. Members of the CBOT are limited partners of Ceres. Under the terms of the Ceres partnership agreement, income and losses are allocated to the general partner and limited partners based on their partnership interests. Losses in excess of limited partner capital accounts are allocated to eCBOT, as general partner. The limited partners do not have rights that allow them to participate in the management of Ceres or rights that limit the CBOT's ability to control the operations of Ceres. Accordingly, the CBOT controls Ceres and Ceres is accounted for as a consolidated subsidiary of the CBOT. On November 18, 2003, the Board of Directors of eCBOT, on behalf of eCBOT as general partner of Ceres, resolved to liquidate Ceres when the electronic trading system contractual

arrangements with Deutsche Börse AG, the Swiss Stock Exchange and certain of their affiliates (collectively, the Eurex Group) terminated, which occurred on December 31, 2003.

The CBOT ceased conducting the electronic trading business through Ceres as of December 31, 2003. Ceres was dissolved on December 31, 2003 and is currently in the process of being liquidated in accordance with the terms of the Ceres limited partnership agreement. The CBOT will thereafter conduct their electronic trading business through eCBOT. As a result of the liquidation of Ceres, the holders of memberships in the CBOT subsidiary will no longer participate in the electronic trading business of the CBOT as limited partners of Ceres, but rather as members of the CBOT. The carrying value of the minority interest at December 31, 2002 was zero as the losses of Ceres that were allocated to the minority partners exceeded the capital of such partners. During 2003 the earnings of Ceres exceeded the accumulated losses through December 31, 2002 and at December 31, 2003, the carrying value of the minority interest in Ceres was $62.9 million. (See Note 16 for further discussion of the Ceres liquidation.)

3. Debt

Long-term debt at December 31 consisted of the following (in thousands):

	2003	2002
Private placement senior notes, due in annual installments through 2007, at an annual interest rate of 6.81%	$ 42,857	$ 53,571
LIFFE financing agreement	26,853	—
	69,710	53,571
Less current portion	19,665	10,714
Total	$ 50,045	$ 42,857

On January 15, 2002, the CBOT entered an agreement with LaSalle Bank National Association to provide the CBOT with a $20.0 million revolving credit facility (the “Revolver”). Interest related to the Revolver is payable monthly at the lower of LIBOR plus 2.75% or the bank’s prime rate. The Revolver contains certain covenants, which, among other things, require the CBOT to maintain certain equity levels and financial ratios, as well as restrict the CBOT’s ability to incur additional indebtedness, except in certain specified instances. The Revolver had a maturity date of one year from the closing date. On January 15, 2003, the Revolver was amended to extend the maturity date to January 13, 2004 and to change the interest rate to the lower of LIBOR plus 2.25% or the bank’s prime rate. No principal has been borrowed nor is outstanding on the Revolver.

In May of 2003, the CBOT signed a financing agreement with LIFFE which allowed the CBOT to finance the costs under a development services agreement signed with LIFFE in March of 2003 (see Note 14). Under the terms of the financing agreement, the CBOT financed 15.1 million pounds sterling ($26.9 million at December 31, 2003) related to the development services agreement. Amounts financed are due in equal annual installments over three years, beginning in July of 2004. Interest was prepaid at the time of the borrowing at an effective rate of approximately 5.6%. Prepaid interest related to the financing agreement of $2.7 million is being amortized to interest expense over three years using an effective interest rate method.

The aggregate amounts of required principal repayments on the CBOT’s long-term debt as of December 31, 2003 are as follows (in thousands):

2004	$ 19,665
2005	19,665
2006	19,665
2007	10,715
Total	$ 69,710

4. Income Taxes

The components of income tax expense for 2003 and 2002 are as follows (in thousands):

	2003	2002
Current:		
Federal	$ 9,642	$ 19,058
State	3,757	3,826
Total current	13,399	22,884
Deferred:		
Federal	8,566	919
State	109	207
Total deferred	8,675	1,126
Total	$ 22,074	$ 24,010

Deferred income taxes reflect the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts for income tax purposes. These temporary differences result in taxable or deductible amounts in future years. Differences between financial reporting and tax bases arise most frequently from differences in the timing of expense recognition.

Significant components of the CBOT's deferred tax assets (liabilities) as of December 31, 2003 and 2002 are as follows (in thousands):

	2003	2002
Current deferred tax asset:		
Allowance for bad debts	$ 1,937	$ 1,649
Exchange fee rebate accrual	1,007	1,066
Total current deferred tax asset	2,944	2,715
Current deferred tax liability:		
Other	(139)	(4)
Total current deferred tax liability	(139)	(4)
Net current asset	$ 2,805	$ 2,711
Long-term deferred tax asset:		
Dow Jones license amortization	$ 2,374	$ 2,657
Employee and retiree benefit plans	777	3,952
Ceres partnership	202	388
Other	2,503	2,729
Total long-term deferred tax asset	5,856	9,726
Long-term deferred tax liability:		
Depreciation	(23,660)	(18,289)
Capitalized interest	(2,426)	(2,120)
Total long-term deferred tax liability	(26,086)	(20,409)
Net long-term liability	$ (20,230)	$ (10,683)

The CBOT has not established a valuation allowance at December 31, 2003 and 2002 as management believes that all deferred tax assets are fully realizable.

A reconciliation of the statutory federal income tax rate to the effective income tax rate is as follows:

	2003	2002	2001
Statutory federal income tax rate	35.0%	35.0%	35.0%
State income tax rate—net of federal income tax effect	4.8	4.5	3.9
Non-deductible corporate restructuring costs	2.0	2.0	4.8
Other non-deductible expenses	0.6	0.2	2.5
Other—net	(0.6)	(0.5)	(0.4)
Effective income tax rate	41.8%	41.2%	45.8%

Minority interest has no tax effect since Ceres is a pass-through entity for tax purposes.

In the normal course of business, the CBOT's tax returns are subjected to examination by various taxing jurisdictions. The CBOT's returns for 1997 through 1999 were recently under examination and are currently pending a final settlement. The CBOT believes that the outcomes of these examinations will not have a material adverse affect on the CBOT's financial position, results of operations or cash flows.

5. Membership

At December 31, 2003 and 2002, the membership of the CBOT consisted of the following classes and numbers of members:

	2003	2002
Full memberships	1,402	1,402
Associate memberships	800	793
Government Instruments Market membership interests ("GIM")	134	148
Commodity Options Market membership interests ("COM")	643	643
Index, Debt and Energy Market membership interests ("IDEM")	641	641

The principal differences between the memberships relate to voting and trading rights, and member preferences in liquidation rights in dissolution. No mechanism currently exists in the CBOT's certificate of incorporation or bylaws for allocating ownership among CBOT's members.

6. Benefit Plans

Substantially all employees of the CBOT are covered by a noncontributory, defined benefit pension plan. The benefits of this plan are based primarily on the years of service and the employees' average compensation levels. The CBOT's funding policy is to contribute annually the maximum amount that can be deducted for federal income tax purposes. The plan assets are primarily invested in marketable debt and equity securities. The measurement date of plan assets and obligations is December 31.

The following provides a reconciliation of pension benefit obligation, plan assets, funded status and net periodic benefit expense of the plan as of, and for the years ended, December 31 (in thousands):

	2003	2002
Change in benefit obligation:		
Benefit obligation—beginning of year	$ 25,297	$ 28,064
Service cost	1,539	1,312
Interest cost	1,761	1,669
Plan changes	—	40
Actuarial loss	3,265	3,376
Benefits paid	(1,700)	(9,164)
Benefit obligation—end of year	$ 30,162	$ 25,297
Change in plan assets:		
Fair value of plan assets—beginning of year	$ 12,797	$ 17,948
Actual return on plan assets	2,682	(1,192)
Company contributions	8,000	5,205
Benefits paid	(1,700)	(9,164)
Fair value of plan assets—end of year	$ 21,779	$ 12,797
Accumulated benefit obligation	$ (21,120)	$ (16,595)
Effect of salary projection	(9,042)	(8,702)
Projected benefit obligation	(30,162)	(25,297)
Fair value of plan assets	21,779	12,797
Funded status	(8,383)	(12,500)
Unrecognized cost:		
Actuarial and investment net losses	11,797	10,824
Prior service cost	32	37
Net amount recognized	$ 3,446	$ (1,639)

Amounts recognized in the Consolidated Statements of Financial Condition consist of:

Prepaid benefit cost	$ 3,446	$ —
Accrued benefit liability	—	(3,798)
Intangible asset	—	37
Accumulated other comprehensive income	—	2,122
Net amount recognized	$ 3,446	$ (1,639)

The components of net periodic benefit cost are as follows:

	2003	2002	2001
Service cost	$ 1,539	$ 1,312	$ 1,519
Interest cost	1,761	1,669	1,872
Expected return on plan assets	(1,062)	(1,145)	(1,696)
Net amortization:			
Transition asset	—	—	(204)
Unrecognized prior service cost	5	8	5
Unrecognized net loss	671	269	248
Net periodic benefit cost	2,914	2,113	1,744
Special termination benefits and settlements (Note 9)	—	—	4,226
Net periodic benefit cost after special termination benefits and settlements	$ 2,914	$ 2,113	$ 5,970

During 2001, the CBOT recorded special termination benefits of $3,170 for pension benefits and loss on settlements of $1,056. These benefits were primarily the result of 31 employees taking advantage of an early retirement program offered by the CBOT in 2001.

Employer contributions for the fiscal year ending December 31, 2004 are expected to total $6.0 million.

On December 8, 2003, the Medicare Act (the “Act”) was signed into law. The Act introduced a prescription drug benefit under Medicare (Medicare Part D), as well as federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. In January 2004, the FASB issued FSP No. 106-1, *Accounting and Disclosure Requirements Related to the Medicare Prescription Drug, Improvement and Modernization Act of 2003*. This FSP provides companies with initial guidance on recognizing the effects of the prescription drug provisions of the Act. As allowed by the FSP, the CBOT elected to defer recognition until further guidance is issued by the FASB. As such, any measurement of the accumulated postretirement benefit obligations or net periodic postretirement benefit cost in the 2003 financial statements and accompanying footnotes do not reflect the effect of the Act. Upon issuance of further guidance, the CBOT may be required to change previously reported information.

In December 2003, the FASB issued SFAS No. 132 (revised 2003), *Employers’ Disclosures about Pensions and Other Postretirement Benefits*. This revised standard applies to public entities’ U.S. plans for fiscal years ending after December 15, 2003, except for the disclosure of expected future benefit payments, which becomes effective for the fiscal years ending after June 15, 2004. Disclosure requirements pertaining to public entities’ non-U.S. plans generally become effective for fiscal years ending after June 15, 2004.

The allocation of plan assets at December 31, 2003 and 2002, by asset category are as follows:

	2003	2002
Actual:		
Equity securities	66%	58%
Debt securities	32	42
Other	2	—
Total	100%	100%
Target:		
Equity securities	65%	65%
Debt securities	35	35
Other	—	—
Total	100%	100%

The investment objectives for the CBOT pension plan, established in conjunction with a comprehensive review of the current projected financial requirements of the plan and its funded status, are defined in the Investment Policy Statement. The objectives stated therein are as follows:

- The primary objective of the plan is to preserve capital in real terms while maintaining the highest probability of ensuring future benefit payments to plan participants.
- The secondary objective is to maximize returns within reasonable and acceptable levels of risk.
- The desired investment objective is a long-term rate of return on assets greater than the rate of inflation as measured by the Consumer Price Index, based upon a five-year investment horizon.
- The investments of the plan are diversified with the intent to minimize the risk of large investment losses.
- The policy is based on the expectation that the volatility of a well-diversified portfolio is similar to that of the markets. Consequently, the volatility of the total portfolio, in aggregate, should be reasonably close to the volatility of a weighted composite of market indices.

The primary focus in developing an asset allocation range for the plan is the assessment of the plan's investment objectives and the acceptable level of risk associated with achieving these objectives. To achieve these goals, the minimum and maximum allocation range for fixed and equity securities are as follows:

	Minimum	Maximum
Fixed	30%	100%
Equity	0	70
Cash equivalents	0	10

The assumptions used in the measurement of pension benefit obligation and net periodic benefit cost are as follows:

	2003	2002
Pension benefit obligation:		
Discount rate	6.00%	6.50%
Rate of compensation increase	4.50	4.25

	2003	2002	2001
Net periodic benefit cost:			
Discount rate	6.50%	7.25%	7.25%
Expected return on plan assets	8.50	9.00	9.00
Rate of compensation increase	4.25	5.00	5.00

In selecting the expected long-term rate of return on assets, the CBOT considered the average rate of earnings expected on the classes of funds invested or to be invested to provide for the benefits of the plan. This included considering the targeted asset allocation of the trust for the year and the expected returns likely to be earned over the next 20 years. Long-term historical returns of each asset class are considered during the development of the assumptions used for the expected return rate of each class.

The CBOT has a retiree benefit plan which covers all eligible employees, as defined. Employees retiring from CBOT on or after age 55, who have at least ten years of service, or after age 65 with five years of service, are entitled to postretirement medical and life insurance benefits. The CBOT funds benefit costs on a pay as you go basis. The measurement date of plan obligations is December 31.

The following provides a reconciliation of postretirement obligation, plan assets, funded status and net periodic benefit cost of the plan as of, and for the years ended, December 31 (in thousands):

	2003	2002
Change in benefit obligation:		
Benefit obligation—beginning of year	$ 7,676	$ 4,823
Service cost	310	229
Interest cost	544	489
Actuarial loss	1,174	2,556
Benefits paid	(482)	(421)
Benefit obligation—end of year	$ 9,222	$ 7,676
Change in plan assets:		
Fair value of plan assets—beginning of year	$ —	$ —
Company contributions	482	421
Benefits paid	(482)	(421)
Fair value of plan assets—end of year	$ —	$ —
Funded status:		
Funded status of the plan at December 31	$(9,222)	$(7,676)
Unrecognized net loss	2,593	1,518
Unrecognized transition obligation	1,111	1,241
Accrued benefit cost (included in other long-term liabilities)	$(5,518)	$(4,917)

The components of net periodic benefit cost are as follows:

	2003	2002	2001
Service cost	$ 310	$229	$207
Interest cost	544	489	312
Net amortization:			
Transition liability	130	130	130
Unrecognized net (gain) or loss	98	16	(51)
Net periodic benefit cost	1,082	864	598
Special termination benefits and curtailment (Note 9)	—	—	398
Net periodic benefit cost after special termination benefits and curtailment	$1,082	$864	$996

During 2001, the CBOT recorded special termination benefits and curtailment losses of $341 and $57, respectively, for postretirement obligations.

The assumptions used in the measurement of the postretirement obligation and the net periodic benefit cost are as follows:

	2003	2002
Postretirement obligation:		
Discount rate	6.00%	6.50%
Rate of compensation increase	4.50	4.25

	2003	2002	2001
Net periodic benefit cost:			
Discount rate	6.50%	7.25%	7.25%
Rate of compensation increase	4.25	5.00	5.00

The assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligation was 11% in 2003 and 2002 (decreasing by 1% per year until a long-term rate of 5% is reached). If the health care cost trend rate assumptions were increased by 1% for each year, the accumulated postretirement benefit obligation as of December 31, 2003 would be increased by 9%. The effect of this change on the sum of the service costs and interest cost would be an increase of 14%. If the health care cost trend rate assumptions were decreased by 1% for each year, the accumulated postretirement benefit obligation as of December 31, 2003 would be decreased by 7%. The effect of this change on the sum of the service costs and interest cost would be a decrease of 6%.

The CBOT also maintains a qualified savings plan pursuant to Section 401(k) of the Internal Revenue Code. The plan is a defined contribution plan offered to eligible employees of the CBOT, who meet certain length of service requirements and elect to participate in the plan. The CBOT makes matching contributions to eligible employees based on a formula specified by the plan. The cost of these matching contributions amounted to approximately $1,343,000, $1,185,000 and $1,363,000 for the years ended December 31, 2003, 2002 and 2001, respectively. The CBOT also sponsors a nonqualified supplemental pension plan for former officers of the CBOT who elected to participate in the plan. The liability for this nonqualified plan is funded by life insurance policies on the lives of the participating employees. The CBOT has established a trust for the purpose of administering the nonqualified plan. The CBOT also has a health plan which provides benefits (hospital, surgical, major medical and short-term disability) for full-time salaried employees of the CBOT. The plan is funded by the CBOT as claims are paid. Employees may contribute specified amounts to extend coverage to eligible dependents. At December 31, 2003, the CBOT had an accrual for unprocessed health plan expenses of $150,000.

7. Commitments

Certain office space, data processing and office equipment are leased, generally on a month-to-month basis. Certain of these leases contain escalation clauses. Rental expense for the years ended December 31, 2003, 2002 and 2001 was $6,360,000, $2,919,000 and $1,956,000, respectively. The future minimum rental payments under non-cancelable leases in excess of one year that were in effect as of December 31, 2003 for the next five years are as follows (in thousands):

2004	$ 4,547
2005	3,968
2006	810
2007	2
2008	2

Building revenues relate primarily to the leasing of office and commercial space, generally for periods ranging from one to five years. Future minimum rentals under non-cancelable leases in effect as of December 31, 2003 are as follows (in thousands):

2004	$ 17,081
2005	11,544
2006	9,105
2007	5,927
2008	3,468

In December 2001, the CBOT renewed an agreement to license certain index and trademark rights, including the Dow Jones Industrial Average, the Dow Jones Transportation Average, the Dow Jones Utilities Average and the Dow Jones Global Indices. The license is a non-transferable and exclusive worldwide license to use these indices as the basis for standardized exchange-traded futures contracts and options on futures contracts. The agreement, which expires December 31, 2007 unless terminated by either party, requires the CBOT to pay Dow Jones annual royalties, based upon the trading volumes, with a minimum annual royalty requirement of $2.0 million. These annual royalty charges are recorded as contracted license fees expense in the year to which the payment relates.

In October 2001, the CBOT became a minority interest holder in the venture OneChicago with the Chicago Board Options Exchange and the Chicago Mercantile Exchange. OneChicago is a for-profit company whose business is to facilitate the electronic trading of single-stock futures. Pursuant to the joint venture agreement, the CBOT was obligated to make capital contributions of approximately $1.0 million, which was satisfied in February 2002. While not obligated to make further capital contributions to OneChicago, the CBOT may elect to participate in additional capital requests to maintain its relative ownership in OneChicago. The CBOT has made such voluntary contributions totaling approximately $1.7 million.

In December 2003, the CBOT agreed to become a partner in a joint venture to develop leveraged supply contracts based on agricultural commodities. The CBOT will hold a 30% interest in the joint venture and has agreed to make a capital contribution of $300,000.

8. Foreign Currency Forward Contracts

The CBOT has from time to time entered into arrangements that are related to the provision of its electronic trading software that are denominated in euros and pounds sterling. As a result, the CBOT is exposed to movements in foreign currency exchange rates. The primary purpose of the CBOT's foreign currency hedging activities is to manage the volatility associated with foreign currency purchases of materials and services and liabilities created in the normal course of business. The CBOT does not rely on economic hedges to manage risk.

The CBOT enters into forward contracts when the timing of the future payment is certain. When the exact foreign currency amount is known, such as under fixed service agreements, the CBOT treats this as a firm commitment and identifies the hedge instrument as a fair value hedge. When the foreign currency amount is variable, such as under variable service agreements, the CBOT treats this as a forecasted transaction and identifies the hedge instrument as a cash flow hedge. At the time the CBOT enters into a forward contract, the forecasted transaction or firm commitment is identified as the hedged item and the forward contract is identified as the hedge instrument. The CBOT measures hedge ineffectiveness using the forward rates for hedges at each reporting period. In all forward contracts, the critical terms of the hedging instrument and the hedged item match. At each reporting period the CBOT verifies that the critical terms of the contract continue to be the same.

In connection with its arrangements with Eurex, the CBOT previously utilized foreign currency forward contracts that were identified as cash flow hedges. These cash flow hedges were intended to offset the effect of exchange rate fluctuations on forecasted purchases of variable monthly services denominated in euros. These contracts designated as cash flow hedges had notional amounts approximating $3.4 million (3.1 million euros) at December 31, 2003 and $16.0 million (15.8 million euros) at December 31, 2002. Gains and losses on these instruments were deferred in other comprehensive income (OCI) until the underlying transaction was recognized in earnings. Gains before income taxes of approximately $0.1 million and $0.2 million were deferred in OCI at December 31, 2003 and December 31, 2002, respectively, and were reclassified into general and administrative expense as the underlying transactions were recognized. There were no gains or losses recorded on these cash flow hedges related to hedge ineffectiveness.

The CBOT currently utilizes foreign currency forward contracts that are identified as fair value hedges. These are intended to offset the effect of exchange rate fluctuations on firm commitments for purchases of fixed annual and quarterly services denominated in pounds sterling associated with the CBOT's arrangements with LIFFE. These contracts designated as fair value hedges had notional amounts approximating $7.7 million (4.4 million pounds sterling) at December 31, 2003. Gains and losses on these hedge instruments, as well as the gains and losses on the underlying hedged item, are recognized currently in general and administrative expense. There were no gains or losses recorded on these fair value hedges related to hedge ineffectiveness.

9. Severance and Related Costs

The severance and related costs incurred during 2003 of $1.3 million are related to ongoing staff reductions.

The severance and related costs incurred during 2002 of $4.0 million are primarily the result of the general release and separation agreement with the CBOT's former president and chief executive officer, entered into in November 2002, in which the CBOT terminated an employment agreement and agreed to make payments through 2004 of approximately $3.4 million. Other severance and related costs incurred during 2002 of $0.6 million related to ongoing staff reductions.

The severance and related costs incurred during 2001 of $9.9 million consisted of $4.0 million of severance costs, $1.4 million of early retirement-related costs, $4.2 million of pension plan special termination benefits and settlement (see Note 6) and $0.4 million of retiree benefit plan special termination benefits and curtailment (see Note 6) for 84 employees who accepted early retirement or severance packages throughout the organization as a result of the proposed restructuring strategy.

The following table summarizes severance and related costs, the amounts paid and the accrual balances, exclusive of special termination benefits, curtailment and settlement expenses, summarized in Note 6, for the years ended December 31 (in thousands):

	2003	2002	2001
Accrued employee termination liability—beginning of year	$ 6,136	$ 7,743	$ 6,120
Employee termination costs	1,324	4,033	5,410
Cash payments	(4,885)	(5,640)	(3,787)
Accrued employee termination liability—end of year	$ 2,575	$ 6,136	$ 7,743

Amounts recognized in the Consolidated Statements of Financial Condition consist of:

	2003	2002	2001
Accrued employee termination (current liability)	$ 2,575	$ 4,461	$ 5,538
Other liabilities (long-term liability)	—	1,675	2,205
Total accrued employee termination liability	$ 2,575	$ 6,136	$ 7,743

10. Litigation

The CBOT has been named as a defendant in various lawsuits. Additionally, a customer's Chapter 11 Plan Administrator issued a demand letter to the CBOT for the return of alleged preferential payments of $2.3 million. This matter was resolved in February of 2004 and the CBOT is to pay $70,000 related to the alleged preferential payments.

On August 27, 2002, the CBOT announced an agreement to settle a patent rights lawsuit brought by Electronic Trading Systems, Inc. In accordance with the settlement agreement, the CBOT is to pay $15.0 million over a five-year period, which consisted of an initial payment of $5.0 million made in September of 2002, with five subsequent annual payments of $2.0 million. The effect of the settlement agreement was recorded in the third quarter of 2002 and, net of amounts previously accrued, was approximately $10.7 million of expense ($6.3 million after tax). This amount is net of a discount of $1.3 million arising from the determination of the present value of the foregoing annual payments using a 4.7% discount rate.

In October of 2002, the CBOT obtained a favorable ruling on litigation that had alleged soybean antitrust violations. The plaintiff class of soybean farmers sought treble damages under Section 4 of the Clayton Act on the order of $50 million. In February of 2004, the U.S. Court of Appeals for the Seventh Circuit affirmed the judgment of the trial court in favor of the CBOT.

In October of 2003, a lawsuit was filed by Eurex U.S. against the CBOT and the Chicago Mercantile Exchange alleging antitrust violations. A motion to dismiss this suit has been filed and is pending along with a motion to transfer the case to U.S. District Court for the Northern District of Illinois.

CBOT management believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on the CBOT's financial position, results of operations or cash flows.

11. Deposits of U.S. Treasury Securities

The rules and regulations of the CBOT require certain minimum financial requirements for delivery of physical commodities, maintenance of capital requirements and deposits on pending arbitration matters. To satisfy these requirements, member firms have deposited U.S. Treasury securities with the CBOT. These deposits are not considered assets of the CBOT, nor does any interest earned on these deposits accrue to the CBOT; accordingly, they are not reflected in the accompanying financial statements. The aggregate market value of these securities on deposit was $16.3 million and $11.5 million as of December 31, 2003 and 2002, respectively.

12. Operating Segments

Management has identified two reportable operating segments: exchange trading and real estate operations. The exchange trading segment primarily consists of revenue and expenses from both traditional open outcry trading activities and electronic trading platform activities, as well as from the sale of related market data to vendors. The real estate operations segment consists of revenue and expenses from renting and managing the real estate owned by the CBOT. The CBOT allocates indirect expenses to each operating segment.

During 2003, the CBOT adjusted its allocation methodology to better measure the performance of its operating segments. The segment information that follows has been restated to reflect this change. The CBOT evaluates segment performance based on revenues and income from operations. Intercompany transactions between segments have been eliminated. The accounting principles used for segment reporting are the same as those used for consolidated financial reporting. A summary by operating segment follows (in thousands):

	Year Ended December 31, 2003			
	Exchange Trading	Real Estate Operations	Eliminations	Totals
Revenues:				
Exchange fees	$ 285,815	$ —	$ —	$ 285,815
Market data	55,850	—	—	55,850
Building	—	20,061	—	20,061
CBOT space rent	—	25,539	(25,539)	—
Services	16,059	—	—	16,059
Clearing fees	1,158	—	—	1,158
Other	2,359	—	—	2,359
Total revenues	$ 361,241	$ 45,600	$ (25,539)	$ 381,302
Depreciation and amortization	$ 18,773	$ 14,096	$ —	$ 32,869
Income (loss) from operations	$ 117,538	$ (1,817)	$ —	$ 115,721
Total assets	$ 283,311	$ 200,670	$ —	$ 483,981
Capital expenditures	$ 42,459	$ 3,603	$ —	$ 46,062

	Year Ended December 31, 2002			
	Exchange Trading	Real Estate Operations	Eliminations	Totals
Revenues:				
Exchange fees	$ 204,963	$ —	$ —	$ 204,963
Market data	58,258	—	—	58,258
Building	—	25,239	—	25,239
CBOT space rent	—	17,177	(17,177)	—
Services	16,554	—	—	16,554
Other	3,259	—	—	3,259
Total revenues	$ 283,034	$ 42,416	$ (17,177)	$ 308,273
Depreciation and amortization	$ 22,934	$ 14,504	$ —	$ 37,438
Income (loss) from operations	$ 67,494	$ (9,173)	$ —	$ 58,321
Total assets	$ 148,705	$ 205,492	$ —	$ 354,197
Capital expenditures	$ 20,563	$ 2,112	$ —	$ 22,675

	Year Ended December 31, 2001			
	Exchange Trading	Real Estate Operations	Eliminations	Totals
Revenues:				
Exchange fees	$ 134,968	$ —	$ —	$ 134,968
Market data	66,509	—	—	66,509
Building	—	24,828	—	24,828
CBOT space rent	—	17,802	(17,802)	—
Services	14,262	—	—	14,262
Dues	9,027	—	—	9,027
Other	2,137	—	—	2,137
Total revenues	$ 226,903	$ 42,630	$ (17,802)	$ 251,731
Depreciation and amortization	$ 29,170	$ 15,058	$ —	$ 44,228
Income (loss) from operations	$ 19,128	$ (7,571)	$ —	$ 11,557
Total assets	$ 128,682	$ 213,209	$ —	$ 341,891
Capital expenditures	$ 11,995	$ 4,363	$ —	$ 16,358

13. Fair Value of Financial Instruments

Cash equivalents, accounts receivable and other current assets are carried at amounts which approximate fair value due to their short-term nature. Similarly, liabilities including accounts payable and accrued liabilities, the current portion of long-term debt, funds held for deposit and membership transfers and other liabilities are carried at amounts approximating fair value. Based on a comparison of the terms of the CBOT's existing long-term debt and the terms currently available for similar borrowings, management estimates the fair value of the long-term debt approximates the carrying value.

14. LIFFE Agreement

In January 2003, the CBOT board of directors selected LIFFE to become the supplier of the CBOT's electronic trading system upon the expiration of current arrangements with the Eurex Group. On January 10, 2003, the CBOT entered into a software license agreement with LIFFE for use of the LIFFE CONNECT® software system. The initial term of the license is five years from the date the system became available for use in a real-time live trading environment, which occurred on November 24, 2003. The license fee for the entire initial term was prepaid in the amount of 5.0 million pounds sterling ($8.2 million). The license fee is being amortized over the life of the license.

In March 2003, the CBOT signed a development services agreement with LIFFE with respect to the implementation of the LIFFE CONNECT® software system. Under the terms of the agreement, LIFFE provided the equipment, software modifications and testing necessary to provide the required functionality of the CBOT's electronic trading system. The costs of the agreement are accounted for under the provisions of SOP 98-1, *Accounting for Costs of Computer Software Developed or Obtained for Internal Use*.

In May 2003, the CBOT signed a managed services agreement with LIFFE pursuant to which LIFFE will provide the CBOT services related to the operation and support of the LIFFE CONNECT® software system. The agreement began on November 24, 2003. The agreement replaced a similar agreement with the Eurex Group that provided the CBOT with operating services for the a/c/e software system. The costs of the agreement will be expensed as incurred.

In May 2003, the CBOT signed a finance agreement with LIFFE which allowed the CBOT to finance the costs under the development services agreement signed in March of 2003. Under the terms of the finance

agreement, the CBOT financed 15.1 million pounds sterling ($24.2 million) related to the development services agreement. Amounts financed are due in equal annual installments over three years. Interest was prepaid at the time of the borrowing at an effective rate of approximately 5.6%.

In August 2003, the CBOT signed a relocation services agreement with LIFFE to establish a local data center for the LIFFE CONNECT® software system, to modify the architecture on the software system to include the local data center and to relocate components of the software system to the local data center.

15. CME Agreement

In April 2003, the CBOT signed a Clearing Services Agreement (the "Agreement") with the Chicago Mercantile Exchange ("CME") in which the CME began providing clearing and related services for some CBOT products on November 24, 2003 and in which they will provide such services on all CBOT products beginning on January 2, 2004. The implementation of the Agreement coincides with the replacement of the a/c/e electronic trading platform with the LIFFE CONNECT electronic trading platform. The initial term of the Agreement is four years, with optional three year renewals.

Under the terms of the Agreement, the CBOT was responsible for reimbursing the CME for initial development costs of $2.0 million. The CBOT is also responsible for costs associated with the establishment and maintenance of all telecommunications equipment and services required under the Agreement. As part of the Agreement, the CBOT will collect a clearing fee on each side of a trade made on a CBOT platform. A portion of this fee will be payable to the CME for their clearing services provided. This fee varies based on transaction volume and is guaranteed to the CME to be at least $4.5 million per quarter. Finally, the CBOT is liable to the CME in the case of a default on the Agreement in the amount of $8.0 million to $30.0 million, depending on the circumstances of default.

16. Subsequent Events

In January 2004, $60.3 million was paid to the minority partners of Ceres representing a substantial portion of the cash payment requirements under the liquidation (see Note 2). Approximately $2.6 million of the minority partners' interest was retained for potential future liabilities of Ceres.

In January 2004, the CBOT signed a Memorandum of Understanding (the "MOU") to settle a lawsuit between various members of the CBOT over the proposed allocation of equity in a contemplated restructuring of the CBOT. Under the terms of the MOU, the CBOT is obligated to pay $3.5 million in attorney fees and expenses upon a final order. In addition, upon an affirmative vote by the CBOT's members in favor of the contemplated restructuring, the CBOT shall pay an additional $4.0 million in attorney fees, provided that such a vote occurs within 5 years from the final order and that the restructuring is completed within 3 years from the date of the first vote by the CBOT's members regarding the restructuring.

In February 2004, the Revolver was amended to extend the maturity date to January 12, 2005 and to increase the CBOT's ability to issue letters of credit (see Note 3).

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(Unaudited, in thousands)

ASSETS	September 30, 2004	December 31, 2003
Current assets:		
Cash and cash equivalents:		
Unrestricted	$ 104,525	$ 137,127
Held under deposit and membership transfers	6,532	5,539
Total cash and cash equivalents	111,057	142,666
Restricted cash	7,103	300
Accounts receivable—net of allowance of $4,346 and $4,580 in 2004 and 2003, respectively	32,406	33,218
Income tax receivable	—	10,781
Deferred income taxes	1,407	2,805
Prepaid expenses	18,239	10,387
Total current assets	170,212	200,157
Property and equipment:		
Land	34,234	34,234
Buildings and equipment	318,267	314,474
Furnishings and fixtures	180,231	174,872
Computer software and systems	61,926	55,528
Construction in progress	16,495	9,368
Total property and equipment	611,153	588,476
Less accumulated depreciation and amortization	351,839	324,024
Property and equipment—net	259,314	264,452
Other assets—net	18,114	19,372
Total assets	$ 447,640	$ 483,981
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable	$ 12,972	$ 27,982
Accrued real estate taxes	9,176	8,306
Accrued payroll costs	5,097	5,128
Accrued exchange fee rebates	2,539	4,351
Accrued employee termination	605	2,575
Accrued clearing services	11,080	—
Accrued liabilities	7,250	10,857
Funds held for deposit and membership transfers	6,532	5,539
Current portion of long-term debt	19,831	19,665
Income tax payable	2,145	—
Other current liabilities	3,827	132
Total current liabilities	81,054	84,535
Long-term liabilities:		
Deferred income tax liabilities	23,220	20,230
Long-term debt	31,671	50,045
Other liabilities	13,942	14,948
Total long-term liabilities	68,833	85,223
Total liabilities	149,887	169,758
Minority interest	1,540	62,940
Members' equity:		
Members' equity	296,213	251,232
Accumulated other comprehensive income	—	51
Total members' equity	296,213	251,283
Total liabilities and members' equity	$ 447,640	$ 483,981

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(Unaudited, in thousands)

	Nine Months Ended September 30,	
	2004	**2003**
Revenues:		
Exchange fees	$ 156,731	$ 211,789
Clearing fees	54,832	—
Market data	48,118	42,115
Building	16,089	14,870
Services	9,465	12,546
Dues	9,315	—
Other	2,006	1,074
Total revenues	296,556	282,394
Expenses:		
Salaries and benefits	52,820	47,517
Depreciation and amortization	33,757	22,473
Professional services	19,115	20,421
General and administrative expenses	14,638	11,383
Building operating costs	17,813	18,998
Information technology services	26,378	38,725
Contracted license fees	4,586	20,179
Programs	8,053	3,090
Clearing services	40,162	—
Interest	3,654	2,972
Equity in loss of OneChicago	621	786
Severance and related costs	387	640
Operating expenses	221,984	187,184
Income from operations	74,572	95,210
Income taxes		
Current	26,545	19,407
Deferred	4,421	3,084
Total income taxes	30,966	22,491
Income before minority interest	43,606	72,719
Minority interest in (income) loss of subsidiary	1,100	(41,162)
Net income	$44,706	$ 31,557

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

	Nine Months Ended September 30,	
	2004	2003
Cash flows from operating activities:		
Net income	$ 44,706	$ 31,557
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	33,757	22,473
Change in allowance for doubtful accounts	(234)	248
(Gain) loss on foreign currency transaction	361	(1,332)
Loss on sale or retirement of fixed assets	13	42
Deferred income taxes	4,420	3,074
Minority interest in income (loss) of subsidiary	(1,100)	41,162
Equity in loss of OneChicago	621	786
Changes in assets and liabilities:		
Restricted cash	(6,803)	(300)
Accounts receivable	1,046	(11,599)
Income tax receivable / payable	12,926	(835)
Prepaid expenses	(7,852)	(4,662)
Other assets	707	(8,322)
Accounts payable	(15,010)	492
Accrued real estate taxes	870	(1,260)
Accrued payroll costs	(31)	(1,098)
Accrued exchange fee rebates	(1,812)	1,343
Accrued employee termination	(1,970)	(2,192)
Accrued clearing services	10,257	—
Accrued liabilities	(2,784)	1,975
Funds held for deposit and membership transfers	993	2,362
Other current liabilities	3,695	(17)
Other long-term liabilities	(1,006)	(7,043)
Net cash flows from operating activities	75,770	66,854
Cash flows from investing activities:		
Acquisition of property and equipment	(28,608)	(24,506)
Proceeds from sale of property and equipment	229	44
Distribution to partners	(60,300)	—
Investment in joint ventures	(323)	—
Net cash flows used in investing activities	(89,002)	(24,462)
Cash flows from financing activities:		
Repayments of borrowings	(18,652)	(10,714)
Capital contributions from members	275	252
Net cash flows used in financing activities	(18,377)	(10,462)
Net decrease in cash and cash equivalents	(31,609)	31,930
Cash and cash equivalents—beginning of period	142,666	85,790
Cash and cash equivalents—end of period	$ 111,057	$ 117,720
Cash paid for:		
Interest	$ 3,346	$ 6,902
Income taxes (net of refunds)	$ 13,619	$ 20,250
Non-cash financing activity:		
Fixed assets acquired with debt	$ —	$ 23,808

See notes to consolidated financial statements.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Nine Months Ended September 30, 2004 and 2003

(Unaudited)

1. Summary of Significant Accounting Policies

***Basis of Presentation*—**The accompanying unaudited consolidated financial statements have been prepared pursuant to rules and regulations of the Securities and Exchange Commission and, therefore, do not include all information and footnote disclosures normally included in audited financial statements. However, in the opinion of management, all adjustments necessary to present fairly the results of operations, financial position and cash flows have been made. The consolidated financial statements include the accounts of the Board of Trade of the City of Chicago, Inc. and its wholly owned subsidiaries, including Electronic Chicago Board of Trade, Inc. ("eCBOT") which has a controlling general partner interest in Ceres Trading Limited Partnership ("Ceres") (collectively, the "CBOT"). CBOT, through Ceres, held a 50% ownership interest in CBOT/Eurex Alliance LLC ("CBOT/Eurex Alliance") until its liquidation in December 2003. The CBOT also holds an approximate 9% interest in a joint venture called OneChicago, LLC ("OneChicago"). The CBOT accounts for its interests in CBOT/Eurex Alliance and OneChicago under the equity method. These investments are included in other assets on the Consolidated Statements of Financial Condition. All significant intercompany balances and transactions have been eliminated in consolidation.

***Use of Estimates*—**The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the financial statements, such as estimates for bad debts, exchange fee rebates, real estate taxes and assumptions used for the calculation of pension and other postretirement benefit plan costs. Actual amounts could differ from those estimates.

2. Debt

Long-term debt at September 30, 2004 and December 31, 2003 consisted of the following (in thousands):

	September 30, 2004	December 31, 2003
Private placement senior notes, due in annual installments through 2007, at an annual interest rate of 6.81%	$ 32,144	$ 42,857
LIFFE financing agreement	19,358	26,853
	51,502	69,710
Less current portion	19,831	19,665
Total	$ 31,671	$ 50,045

In the first quarter of 2004, an annual principal repayment of $10.7 million was made on the senior notes. In the third quarter of 2004, a scheduled principal repayment of $7.9 million was made on the LIFFE financing agreement. No additional payments or borrowings were made. LIFFE debt is denominated in pounds sterling.

The CBOT has an agreement with LaSalle Bank National Association to provide the CBOT with a $20.0 million revolving credit facility (the "Revolver"). Interest related to the Revolver is payable monthly at the lower of LIBOR plus 2.25% or the bank's prime rate. The Revolver contains certain covenants, which, among other things, require the CBOT to maintain certain equity levels and financial ratios, as well as restrict the CBOT's ability to incur additional indebtedness, except in certain specified instances. The Revolver had a maturity date of January 13, 2004. In February 2004, the Revolver was amended to extend the maturity date to January 12, 2005 and to increase the CBOT's ability to issue letters of credit.

3. Comprehensive Income (net of tax)

	Nine Months Ended September 30,	
	2004	2003
Unrealized gains and losses on foreign exchange forward contracts	$ 0	$ 837
Reclass of foreign exchange forward contract gains and losses—net	(51)	(727)
Total other comprehensive income, net of tax	(51)	110
Net income	44,706	31,557
Total comprehensive income	$ 44,655	$ 31,667

4. Foreign Currency Forward Contracts

The CBOT has arrangements with LIFFE related to the provision of its electronic trading software that are denominated in British pounds sterling and, as a result, the CBOT is exposed to movements in foreign currency exchange rates. The primary purpose of the CBOT's foreign currency hedging activities is to manage the volatility associated with foreign currency purchases of materials and services and liabilities created in the normal course of business. The CBOT does not rely on economic hedges to manage risk.

The CBOT utilizes foreign currency forward contracts that are identified as fair value hedges. These are intended to offset the effect of exchange rate fluctuations on firm commitments for purchases of fixed annual and quarterly services denominated in pounds sterling. These contracts designated as fair value hedges had notional amounts approximating $54.1 million (31.3 million pounds sterling) at September 30, 2004. Gains and losses on these hedge instruments, as well as the gains and losses on the underlying hedged item, are recognized currently in general and administrative expense.

5. Litigation

The CBOT has been named as a defendant in various lawsuits. Additionally, a customer's Chapter 11 Plan Administrator issued a demand letter to the CBOT for the return of alleged preferential payments of $2.3 million. This matter was resolved in February of 2004 and the CBOT paid $70,000 related to the alleged preferential payments.

In October of 2002, the CBOT obtained a favorable ruling on litigation that had alleged soybean antitrust violations. The plaintiff class of soybean farmers sought treble damages under Section 4 of the Clayton Act on the order of $50 million. In February of 2004, the U.S. Court of Appeals for the Northern District of Illinois affirmed the judgment of the trial court in favor of the CBOT.

In October 2003, a lawsuit was filed in the U.S. District Court of the District of Columbia by Eurex U.S. against the CBOT and the CME alleging that the CBOT and CME have engaged in anti-competitive behavior. On December 12, 2003, the CBOT filed in the U.S. District Court for the District of Columbia a motion to dismiss the amended complaint and a motion to transfer the action to the U.S. District Court for the Northern District of Illinois. The CBOT's grounds for dismissal included Eurex's failure to state a cause of action under U.S. antitrust laws and Eurex's inability to demonstrate any harm to competition resulting from the CBOT stating its views on Eurex's pending application to become a U.S. regulated exchange. On September 2, 2004, the United States District Court for the District of Columbia granted the CBOT's motion to transfer the case to the United States District for the Northern District of Illinois. The District Court denied the CBOT's motion to dismiss as moot in light of its ruling on the transfer motion.

In February 2004, the CBOT entered into a settlement agreement to settle a lawsuit brought by certain Associate Members, GIMs, IDEMs and COMs in the Circuit Court of Cook County, Illinois over the proposed

allocation of equity in a restructuring of the CBOT. Under the terms of the settlement agreement, the CBOT is obligated to pay $3.5 million in attorney fees and expenses upon entry of a final judgment order by the Circuit Court of Cook County, Illinois County Department, Chancery Division. In addition, upon an affirmative vote by CBOT members in favor of a restructuring, the CBOT is obligated to pay an additional $4.0 million in attorney fees, provided that such a vote occurs within 5 years from the final judgment order and that a restructuring is completed within 3 years from the date of the first vote by CBOT members regarding a restructuring.

On May 18, 2004, the Circuit Court of Cook County, Illinois entered an order granting preliminary approval of the settlement agreement. On September 10, 2004, the court conducted a hearing on the fairness of the settlement agreement. On September 20, 2004, the court entered a final order, approving the settlement agreement as fair, reasonable and adequate and in the best interests of the CBOT and all of its members.

On October 20, 2004, the statutory period for appeals of the court's final order expired and the order became final and non-appealable. Upon expiration of the statutory period for filing a notice of appeal, counsel for the plaintiff class representatives became entitled to the initial payment of attorneys' fees in the amount of $3,500,000 plus interest at the Prime Rate minus one percent.

On May 7, 2004, the CBOT, the CME, the CBOE and OneChicago, LLC were sued in the U.S. District Court for the Northern District of Illinois for alleged infringement of United States patent 5,963,923 entitled "System and Method for Trading Having Principal Market Maker." The CBOT filed an answer to the complaint on June 28, 2004. A status hearing is scheduled for October 18, 2004.

CBOT management believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on the CBOT's financial position, results of operations or cash flows.

6. Operating Segments

Management has identified two reportable operating segments: exchange trading and real estate operations. The exchange trading segment primarily consists of revenue and expenses from both traditional open outcry trading activities and electronic trading platform activities, as well as from the sale of related market data to vendors. The real estate operations segment consists of revenue and expenses from renting and managing the real estate owned by the CBOT. The CBOT allocates indirect expenses to each operating segment.

The CBOT evaluates segment performance based on revenues and income from operations. Intercompany transactions between segments have been eliminated. The accounting principles used for segment reporting are the same as those used for consolidated financial reporting. A summary by operating segment follows (in thousands):

	Nine Months Ended September 30, 2004			
	Exchange Trading	Real Estate Operations	Eliminations	Totals
Revenues:				
Exchange fees	$ 156,731	$ —	$ —	$ 156,731
Clearing fees	54,832			54,832
Market data	48,118			48,118
Building		16,089		16,089
CBOT space rent		19,388	(19,388)	
Services	9,465			9,465
Dues	9,315			9,315
Other	2,006			2,006
Total revenues	$ 280,467	$ 35,477	$ (19,388)	$ 296,556
Depreciation and amortization	$ 23,310	$ 10,447	$ —	$ 33,757
Income (loss) from operations	$ 73,181	$ 1,391	$ —	$ 74,572
Total assets	$ 265,915	$ 181,725	$ —	$ 447,640
Capital expenditures	$ 24,078	$ 4,530	$ —	$ 28,608

	Nine Months Ended September 30, 2003			
	Exchange Trading	Real Estate Operations	Eliminations	Totals
Revenues:				
Exchange fees	$ 211,789	$ —	$ —	$ 211,789
Market data	42,115			42,115
Building		14,870		14,870
CBOT space rent		19,154	(19,154)	
Services	12,546			12,546
Other	1,074			1,074
Total revenues	$ 267,524	$ 34,024	$ (19,154)	$ 282,394
Depreciation and amortization	$ 12,048	$ 10,425	$ —	$ 22,473
Income (loss) from operations	$ 96,872	$ (1,662)	$ —	$ 95,210
Total assets	$ 249,905	$ 188,791	$ —	$ 438,696
Capital expenditures	$ 22,710	$ 1,796	$ —	$ 24,506

7. Benefit Plans

The components of net periodic pension benefit cost and other post retirement benefit cost are as follows (in thousands):

	Nine Months Ended September 30,	
	2004	2003
Pension Benefits:		
Service cost	$ 1,736	$ 687
Interest cost	1,497	1,321
Expected return on plan assets	(1,653)	(797)
Amortization of unrecognized prior service cost	2	3
Amortization of unrecognized net loss	623	504
Net periodic pension benefit cost	$ 2,205	$1,718

	Nine Months Ended September 30,	
	2004	2003
Postretirement Benefits:		
Service cost	$ 402	$ 157
Interest cost	513	408
Amortization of transition liability	97	97
Amortization of unrecognized net loss	158	74
Net periodic postretirement benefit cost	$ 1,170	$ 736

The CBOT has contributed $9.0 million to its pension plan during the nine months ended September 30, 2004 and expects to contribute an additional $3.0 million to the plan by December 31, 2004.

8. Subsequent Event

Member dues of $9.3 million were recognized in the first half of 2004 related to a six month dues assessment made in January 2004. The dues were levied by the board of directors to provide the CBOT with adequate funds to meet increased financial demands associated with competitive pressures such as the launch of Eurex US. The need for an additional dues levy was reviewed by the board of directors in July 2004 at which time it was decided that an additional dues levy was unnecessary. The board of directors reevaluated this decision in October 2004 and decided to rescind the original dues assessment as a result of a perceived reduced threat of competition.

APPENDIX B

PRO FORMA FINANCIAL INFORMATION
OF BOARD OF TRADE OF THE CITY OF CHICAGO, INC. AND SUBSIDIARIES
INDEX TO UNAUDITED PRO FORMA
CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following unaudited pro forma condensed consolidated financial statements give effect to the issuance of 49,359,836 shares of Class A common stock, in connection with the proposed demutualization as described elsewhere in this document as if it had occurred (a) as of September 30, 2004, for purposes of the unaudited pro forma condensed consolidated statement of financial condition, and (b) as of the beginning of the year ended December 31, 2003 for purposes of the unaudited pro forma condensed consolidated statements of income and the condensed consolidated statement of members' equity and stockholders' equity.

The number of shares used in the calculation of net income per share is based on the shares to be issued to the members and are assumed to be outstanding from the beginning of the period.

The unaudited pro forma condensed consolidated financial statements are based on available information and on assumptions management believes are reasonable and that reflect the effects of the transactions described above. These unaudited pro forma condensed consolidated financial statements are provided for informational purposes only and should not be construed to be indicative of the CBOT's consolidated financial position or results of operations had these transactions been consummated on the dates assumed and do not in any way represent a projection or forecast of the CBOT's consolidated financial position or results of operations for any future date or period. The unaudited pro forma condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the CBOT, together with the related notes and report of independent auditors, and with the information set forth under our "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Our Business."

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL CONDITION
September 30, 2004
(in thousands)

		Issuance of Common Stock	
ASSETS	**Actual**	**Pro Forma Adjustments**	**Pro Forma Sub Total**
Current assets:			
Cash and cash equivalents:			
Unrestricted	$104,525	$ —	$ 104,525
Held under deposit and membership transfers	6,532		6,532
Total cash and cash equivalents	111,057	—	111,057
Restricted cash	7,103		7,103
Accounts receivable—net	32,406		32,406
Deferred income taxes	1,407		1,407
Prepaid expenses	18,239		18,239
Total current assets	170,212	—	170,212
Property and equipment:			
Land	34,234		34,234
Buildings and equipment	318,267		318,267
Furnishings and fixtures	180,231		180,231
Computer software and systems	61,926		61,926
Construction in progress	16,495		16,495
Total property and equipment	611,153	—	611,153
Less accumulated depreciation and amortization	351,839		351,839
Property and equipment—net	259,314	—	259,314
Other assets—net	18,114		18,114
Total assets	$447,640	$ —	$ 447,640
LIABILITIES, MEMBERS' EQUITY AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Accounts payable	$12,972	$ —	$ 12,972
Accrued real estate taxes	9,176		9,176
Accrued payroll costs	5,097		5,097
Accrued exchange fee rebates	2,539		2,539
Accrued employee termination	605		605
Accrued clearing services	11,080		11,080
Accrued liabilities	7,250		7,250
Funds held for deposit and membership transfers	6,532		6,532
Current portion of long-term debt	19,831		19,831
Income tax payable	2,145		2,145
Other current liabilities	3,827		3,827
Total current liabilities	81,054	—	81,054
Long-term liabilities:			
Deferred income taxes	23,220		23,220
Long-term debt	31,671		31,671
Other liabilities	13,942		13,942
Total long-term liabilities	68,833	—	68,833
Total liabilities	149,887	—	149,887
Minority interest	1,540		1,540
Members' equity	296,213	(296,213)	—
Common stock		49	49
Preferred stock		—	—
Additional paid-in capital		296,164	296,164
Total liabilities, members' equity and stockholders' equity	$447,640	$ —	$ 447,640

The accompanying introduction and notes are an integral part of this
Unaudited Pro Forma Condensed Consolidated Statement of Financial Condition.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME
For the Nine Months Ended September 30, 2004
(in thousands, except per share data)

		Issuance of Common Stock	
	Actual	Pro Forma Adjustments	Pro Forma Sub Total
Revenues:			
Exchange fees	$156,731	$ —	$ 156,731
Clearing fees	54,832		54,832
Market data	48,118		48,118
Building	16,089		16,089
Services	9,465		9,465
Dues	9,315		9,315
Other	2,006		2,006
Total revenues	296,556	—	296,556
Expenses:			
Salaries and benefits	52,820		52,820
Depreciation and amortization	33,757		33,757
Professional services	19,115		19,115
General and administrative expenses	14,638		14,638
Building operating costs	17,813		17,813
Information technology services	26,378		26,378
Contracted license fees	4,586		4,586
Programs	8,053		8,053
Clearing services	40,162		40,162
Interest	3,654		3,654
Equity in loss of OneChicago	621		621
Severance and related costs	387		387
Operating expenses	221,984	—	221,984
Income from operations	74,572	—	74,572
Total income taxes	30,966	—	30,966
Income before minority interest	43,606	—	43,606
Minority interest in loss of subsidiary	1,100		1,100
Net income	$44,706	$ —	$ 44,706
Net income per share			$ 0.91
Shares used in the calculation of net income per share			49,360

The accompanying introduction and notes are an integral part of this Unaudited Pro Forma Condensed Consolidated Statement of Income.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME
For the Year Ended December 31, 2003
(in thousands, except per share data)

		Issuance of Common Stock	
	Actual	Pro Forma Adjustments	Pro Forma Sub Total
Revenues:			
Exchange fees	$ 285,815	$ —	$ 285,815
Market data	55,850		55,850
Building	20,061		20,061
Services	16,059		16,059
Clearing fees	1,158		1,158
Other	2,359		2,359
Total revenues	381,302	—	381,302
Expenses:			
Salaries and benefits	64,122		64,122
Depreciation and amortization	32,869		32,869
Professional services	28,155		28,155
General and administrative expenses	18,455		18,455
Building operating costs	25,042		25,042
Information technology services	56,116		56,116
Contracted license fees	27,601		27,601
Programs	5,891		5,891
Clearing services	972		972
Interest	3,975		3,975
Equity in loss of OneChicago	1,093		1,093
Severance and related costs	1,290		1,290
Operating expenses	265,581	—	265,581
Income from operations	115,721	—	115,721
Total income taxes	22,074	—	22,074
Income before minority interest	93,647	—	93,647
Minority interest in income of subsidiary	(62,940)		(62,940)
Net income	$ 30,707	$ —	$ 30,707
Net income per share			$ 0.62
Shares used in the calculation of net income per share			49,360

The accompanying introduction and notes are an integral part of
this Unaudited Pro Forma Condensed Consolidated Statement of Income.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT
OF MEMBERS' EQUITY AND STOCKHOLDERS' EQUITY

For the Nine Months Ended September 30, 2004
(in thousands, except per share data)

	Actual	Issuance of Common Stock Pro Forma Adjustments	Pro Forma
Members' equity	$ 296,213	$ (296,213)	$ —
Stockholders' equity:			
Class A common stock, $0.001 par value, 200,000,000 shares authorized, 49,359,836 shares issued and outstanding	$ —	$ 49	$ 49
Class B common stock, $0.001 par value, 1 share authorized, none issued and outstanding		—	—
Preferred stock, $0.001 par value, 20,000,000 shares authorized, none issued and outstanding		—	—
Additional paid-in capital		296,164	296,164
Total stockholders' equity	$ —	$ 296,213	$ 296,213

The accompanying introduction and notes are an integral part of
this Unaudited Pro Forma Condensed Consolidated Statement of Members' Equity and Stockholders' Equity.

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The Unaudited Pro Forma Condensed Consolidated Financial Statements reflect such adjustments as necessary, in the opinion of management, to reflect the conversion of members' equity to common stock of CBOT Holdings.

Pro forma adjustments reflect the issuance of common stock and the conversion of members' equity into stockholders' equity, which is comprised of common stock and additional paid-in capital. Immediately following completion of the restructuring transactions, 49,359,836 shares of Class A common stock, with a par value of $0.001 per share will be issued and outstanding. Accordingly, common stock will have a value of $49,000 with the remaining equity balance of approximately $296,164,000 being transferred to additional paid-in capital.

The CBOT has estimated $26,659,000 for total expenses to be incurred in connection with the restructuring transactions. Through December 31, 2002, the CBOT recognized $19,516,000 of these expenses. For the nine months ended September 30, 2004 and the year ended December 31, 2003, the CBOT recognized $3,006,000 and $2,990,000, respectively of these expenses in the Unaudited Pro Forma Condensed Consolidated Statements of Income. The balance of the estimated expenses to be incurred in connection with the restructuring transactions, which approximates $1,147,000, is expected to be expended in the remainder of 2004 and early 2005.

Net income per share for the nine months ended September 30, 2004 and the year ended December 31, 2003 is calculated as follows (in thousands, except per share amounts):

	September 30, 2004	December 31, 2003
	After Issuance of Common Stock	After Issuance of Common Stock
Net income	$ 44,706	$ 30,707
Weighted average shares outstanding	49,360	49,360
Net income per common share	$ 0.91	$ 0.62

APPENDIX C

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into as of , 2004, by and among (1) the Board of Trade of the City of Chicago, Inc., a Delaware nonstock corporation ("*CBOT*"), (2) CBOT Merger Sub, Inc., a Delaware nonstock corporation ("*CBOT Merger Sub*") and wholly owned subsidiary of CBOT Holdings, Inc., a Delaware stock corporation ("*CBOT Holdings*") and a wholly owned subsidiary of CBOT, and (3) CBOT Holdings. CBOT, CBOT Merger Sub and CBOT Holdings are referred to collectively herein as the "*Parties*." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the CBOT's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, which includes the CBOT's Rules and Regulations (collectively, the "*CBOT Organization Documents*"), in each case, as may be amended from time to time prior to the Effective Time (as defined below) in accordance with the terms of the CBOT Organization Documents and applicable law.

WHEREAS, CBOT is pursuing a strategic restructuring involving, among other things, (A) the demutualization of CBOT by creating CBOT Holdings as a stock, for-profit holding company and (B) the modernization of CBOT's corporate governance structure, in each case as further described in the Registration Statement (as defined below) (collectively, the "*Restructuring Transactions*");

WHEREAS, as part of, and in order to effectuate, the Restructuring Transactions, prior to the Merger (as defined below), the board of directors of CBOT shall declare a dividend to the members of CBOT, with such dividend consisting of shares of Class A common stock of CBOT Holdings, designated as Series A-1, A-2 and A-3 (the "*Dividend*");

WHEREAS, as part of, and in order to effectuate, the Restructuring Transactions, CBOT Merger Sub will merge with and into CBOT pursuant to this Agreement, with CBOT surviving and becoming a subsidiary of CBOT Holdings (the "*Merger*");

WHEREAS, immediately following the Effective Time (as defined below), the members of CBOT will receive payment of the Dividend consisting of shares of the Class A common stock of CBOT Holdings;

WHEREAS, the boards of directors of CBOT, CBOT Merger Sub and CBOT Holdings have each determined that this Agreement and the Merger are advisable and approved, adopted and authorized the Merger, this Agreement and their respective performance of their respective obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged and agreed, the Parties hereby agree as follows:

ARTICLE I

BASIC TRANSACTION

A. *The Merger.*

(1) *General*. On the terms and subject to the conditions of this Agreement, CBOT Merger Sub shall merge with and into CBOT (as of the Effective Time), with CBOT as the surviving entity (sometimes referred to herein as the "*Surviving Corporation*"), and CBOT shall file a certificate of merger (the "*Certificate of Merger*") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in order to effectuate the Merger. The Merger shall become effective at such time as CBOT files the

Certificate of Merger or as is otherwise specified in the Certificate of Merger (the "*Effective Time*"). The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name of and on behalf of CBOT Merger Sub, CBOT or the members of the CBOT immediately prior to the Effective Time that the Surviving Corporation, in its sole and conclusive discretion, deems necessary or advisable in order to effect the transactions contemplated by this Agreement.

(2) *Surviving Entity*. At the Effective Time, CBOT Merger Sub shall be merged with and into CBOT, whereupon the separate existence of the CBOT Merger Sub shall cease, and CBOT shall be the surviving entity of the Merger in accordance with Section 255 of the Delaware General Corporation Law.

(3) *Closing*. The closing of the Merger (the "*Closing*") shall take place at the offices of Jenner & Block LLP, One IBM Plaza, Chicago, Illinois, 60611, or at such other place, date and time as CBOT may determine (the "*Closing Time*"), which time shall be on or after the time at which all conditions to consummate the transactions contemplated hereby are satisfied or waived by CBOT.

(4) *Certificate of Incorporation; Bylaws; Rules and Regulations; Name*. From and after the Effective Time, and until thereafter amended in accordance with applicable law, the Amended and Restated Certificate of Incorporation attached to this Agreement and set forth as Appendix G to the proxy statement and prospectus (the "*Proxy Statement and Prospectus*") contained in the Registration Statement (as defined below) shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation (the "*Surviving Charter*"). From and after the Effective Time, and until thereafter amended in accordance with applicable law, the Bylaws attached to this Agreement and set forth as Appendix H to the Proxy Statement and Prospectus, which shall include the Rules and Regulations of the CBOT in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation (the "*Surviving Bylaws*" and together with the Surviving Charter, the "*Surviving Organization Documents*").

(5) *Name*. The name of the Surviving Corporation shall remain "Board of Trade of the City of Chicago, Inc."

(6) *Directors and Officers.* At the Effective Time, the directors and officers of CBOT in office immediately prior to the Effective Time shall become the directors and officers of the Surviving Corporation and shall, in such capacity, retain their respective positions and terms of office and tenures held thereby immediately prior to the Effective Time.

B. *Conversion and Exchange of Memberships*. At the Effective Time, by virtue of the Merger and without any action on the part of CBOT, CBOT Holdings, CBOT Merger Sub or any other Person:

(1) Each CBOT Full Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-1 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(2) Each CBOT Associate Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-2 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(3) Each CBOT one-half participation interest in an Associate Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-3 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(4) Each CBOT GIM Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-3 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(5) Each CBOT IDEM Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-4 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(6) Each CBOT COM Membership issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Series B-5 membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

(7) The sole membership in CBOT Merger Sub issued and outstanding as of immediately prior to the Effective Time shall be converted into and exchanged for one (1) Class A membership in the Surviving Corporation with such rights, privileges and obligations as set forth in the Surviving Organization Documents.

Accordingly, from and after the Effective Time, the holder(s) of record of (i) CBOT Full Memberships immediately prior to the Effective Time shall be deemed to be the holders of Series B-1 memberships in the Surviving Corporation for and into which such CBOT Full Memberships are exchanged and converted, (ii) CBOT Associate Memberships immediately prior to the Effective Time shall be deemed to be the holders of Series B-2 memberships in the Surviving Corporation for and into which such CBOT Associate Memberships are exchanged and converted, (iii) CBOT one-half participation interests in Associate Memberships immediately prior to the Effective Time shall be deemed to be holders of Series B-3 memberships in the Surviving Corporation for and into which such CBOT one-half participation interests in an Associate Membership are exchanged and converted, (iv) CBOT GIM Memberships immediately prior to the Effective Time shall be deemed to be holders of Series B-3 memberships in the Surviving Corporation for and into which such CBOT GIM Memberships are exchanged and converted, (v) CBOT IDEM Memberships immediately prior to the Effective Time shall be deemed to be the holders of Series B-4 memberships in the Surviving Corporation for and into which such CBOT IDEM Memberships are exchanged and converted, (vi) CBOT COM Memberships immediately prior to the Effective Time shall be deemed to be the holders of Series B-5 memberships in the Surviving Corporation for and into which such CBOT COM Memberships are exchanged and converted, and (vii) the sole membership in CBOT Merger Sub immediately prior to the Effective Time shall be deemed to be the holder of the Class A membership in the Surviving Corporation for and into which such membership in CBOT Merger Sub is exchanged and converted, in each case, pursuant to the provisions of this Article I, B.

C. *Closing of Transfer Records*. From and after the Effective Time, transfers of CBOT Full Memberships, Associate Memberships, one-half participation interests in Associate Memberships, GIM Memberships, IDEM Memberships and COM Memberships outstanding prior to the Effective Time shall not be made on the books and records of the Surviving Corporation or otherwise.

ARTICLE II

CONDITIONS TO CLOSE

The obligation of the Parties to consummate the transactions contemplated hereby is subject to (A) the approval and adoption by the CBOT membership in accordance with applicable law of this Agreement and the Merger contemplated hereby, pursuant to a combined proxy statement and prospectus, dated , 2004, contained in that certain Registration Statement on Form S-4, Registration No. 333-72184, filed by CBOT Holdings relating to the Restructuring Transactions (as amended, the "*Registration Statement*"), and (B) satisfaction (or waiver by CBOT) of all other conditions to CBOT's obligation to complete the Restructuring Transactions as described in the Registration Statement.

ARTICLE III
TERMINATION

A. *Termination of Agreement*. To the fullest extent permitted by applicable law, CBOT may, in its sole and exclusive discretion, terminate this Agreement at any time prior to the Effective Time.

B. *Effect of Termination*. If CBOT terminates this Agreement pursuant to Article III, A. above, all rights and obligations of the Parties shall terminate without any liability of any Party or Person to any other Party or Person.

ARTICLE IV
MISCELLANEOUS

A. *No Third Party Beneficiaries*. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

B. *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

C. *Succession and Assignment*. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

D. *Counterparts*. This Agreement may be executed in one or more counterparts (including by means of telecopied signatures), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

E. *Headings*. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

F. *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

G. *Amendments and Waivers*. To the fullest extent permitted by applicable law, the Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties.

H. *Severability*. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

I. *Construction*. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The term “including” shall mean “including without limitation” and all variants shall have similarly inclusive, but not limiting, meanings.

J. *Further Assurances*. From time to time, as and when requested by either Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, which documents, instruments or actions are consistent with, and customary and necessary for, the consummation of the transactions contemplated by this Agreement.

* * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

By: _____

Name: _____

Title: _____

CBOT MERGER SUB, INC.

By: _____

Name: _____

Title: _____

CBOT HOLDINGS, INC.

By: _____

Name: _____

Title: _____

APPENDIX D-1

AGREEMENT

This Agreement is made and entered into this 7th day of August, 2001 ("Effective Date") by and between the Board of Trade of the City of Chicago, Inc., a Delaware non-stock corporation (the "CBOT"), and the Chicago Board Options Exchange Incorporated, a Delaware non-stock corporation (the "CBOE").

WHEREAS, paragraph (b) of Article Fifth of CBOE's Certificate of Incorporation ("Article Fifth(b)") provides, among other things, that every present and future member of the CBOT who applies for membership in the Corporation and who otherwise qualifies shall, so long as he remains a member of the CBOT, be entitled to be a member of the CBOE (this right of members of the CBOT to become members of the CBOE is referred to herein as the "Exercise Right";

WHEREAS, the CBOT and the CBOE entered into an Agreement dated as of September 1, 1992 (the "1992 Agreement") for the purpose of resolving a dispute as to the meaning of certain terms as used in Article Fifth(b) and the nature and scope of the Exercise Right;

WHEREAS, the CBOT intends to pursue a strategic restructuring as specifically contemplated by that certain Registration Statement on Form S-4 (Registration No. 333-54370);

WHEREAS, additional disputes have arisen between the CBOT and the CBOE regarding the Exercise Right in the context of the CBOT's proposed strategic restructuring and the expanded operation of CBOT's electronic trading system proposed to be implemented in connection therewith; and

WHEREAS, the parties, in their own capacity and on behalf of their respective members, wish to resolve these additional disputes to their mutual benefit;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein (but subject to Section 11 below), the parties, in their own capacity and on behalf of their respective members, pursuant to the authorization of their respective Boards of Directors, agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement, the definitions set forth in this Section 1, including revised definitions of certain terms previously defined in the 1992 Agreement, shall apply. Capitalized terms used but not further defined in this Agreement shall have the respective meanings ascribed to such terms in the 1992 Agreement.

(a) "Registration Statement" means that certain Registration Statement on Form S-4 filed by the CBOT with the Securities and Exchange Commission under the Securities Act of 1933 (Registration No. 333-54370).

(b) "CBOT Restructuring Transactions" means the proposed strategic restructuring of the CBOT and the related expansion of its electronic trading operations described in the Registration Statement, as amended by Amendments No. 1 through 4, and as further amended subject to the provisions of Section 11(b).

(c) "Exercise Right Coupon" means the instrument to be issued to each of the 1,402 CBOT Full Members pursuant to and as part of the CBOT Restructuring Transactions, which shall evidence and represent the Exercise Right and which shall, subject to satisfaction of the other conditions to being an Eligible CBOT Full Member as defined below, entitle the holder thereof to become an Exerciser Member.

(d) "Eligible CBOT Full Member" has the meaning set forth in the definition of that term in the 1992 Agreement, provided that upon consummation of the CBOT Restructuring Transactions and in the absence

of any other material changes to the structure or ownership of the CBOT or to the trading rights and privileges appurtenant to a CBOT Full Membership not contemplated in the CBOT Restructuring Transactions, an individual shall be deemed to be an Eligible CBOT Full Member if the individual: (i) is the owner of (A) 25,000 shares of Class A Common Stock of the CBOT (such number being subject to anti-dilution adjustment in the event the Class A Common Stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shareholders, or the issuance of shares to existing shareholders at less than fair market value), and (B) one (1) share of Class B Common Stock, Series B-1, of the CBOT, and (C) one (1) Exercise Right Coupon, (ii) has not delegated any of the rights or privileges appurtenant to such ownership, and (iii) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member" under the CBOT's Rules and Regulations then in effect. CBOT Class A Common Stock, CBOT Class B Common Stock and Exercise Right Coupons may be separately bought and sold, and may be unbundled and rebundled, for purposes of qualifying the owner thereof as an Eligible CBOT Full Member.

(e)"Eligible CBOT Full Member Delegate" has the meaning set forth in the definition of that term in the 1992 Agreement, provided that upon consummation of the CBOT Restructuring Transactions and in the absence of any other material changes to the structure or ownership of the CBOT or to the trading rights and privileges appurtenant to a CBOT Full Membership not contemplated in the CBOT Restructuring Transactions, an individual shall be deemed to be an eligible CBOT Full Member delegate if the individual (i) is in possession of (A) 25,000 shares of Class A Common Stock of the CBOT (such number being subject to anti-dilution adjustment in the event the Class A Common Stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shareholders, or the issuance of shares to existing shareholders at less than fair market value), and (B) one (1) share of Class B Common Stock, Series B-1, of the CBOT, and (C) one (1) Exercise Right Coupon, (ii) holds one or more of the items listed in (i) above through delegation rather than ownership, and (iii) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member Delegate under the CBOT's Rules and Regulations then in effect. For the purposes of this provision, the words "in possession of" shall be deemed to include possession by ownership, lease, or, in the case of shares, by pledge or assignment agreement relating to such shares whereunder the owner of such shares is precluded from selling or transferring them during the term of such pledge or assignment agreement.

2. **THE CBOT'S AGREEMENTS.**

(a) The CBOT agrees, in its own capacity and on behalf of its members, that only an individual who is an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate is a member of the CBOT within the meaning of Article Fifth(b) eligible to be an Exerciser Member, subject to the terms and conditions of this Agreement, and to the extent not inconsistent with this Agreement, the 1992 Agreement.

(b) The CBOT agrees that as part of the CBOT Restructuring Transactions it shall issue exactly 1,402 shares of Class B Common Stock, Series B-1, and exactly 1,402 Exercise Right Coupons, and shall distribute one (1) such share of Class B Common Stock and one (1) such Exercise Right Coupon to each of the 1,402 CBOT Full Members, and will not issue any additional shares of Class B Common Stock, Series B-1, or any additional Exercise Right Coupons. The CBOT shall also issue and distribute 25,000 shares of its Class A Common Stock to each of the 1,402 CBOT Full Members. CBOE for its own account and CBOE members will be free to purchase and to hold, lease or sell the Class B shares and the Exercise Coupons without limitation, and may also purchase, hold, lease or sell the Class A shares subject to the same terms as other purchasers of Class A shares.

(c) The CBOT agrees and represents that it has created and will maintain various incentives to promote the continued value of CBOT membership, including meaningful member and delegate fee preferences (applicable to the floor and electronic trading platform) and pit closing provisions as described in the Registration Statement. In addition, CBOT agrees to maintain seat ownership requirements for CBOT clearing firms. A schedule of such current fee preferences and incentives has been provided to CBOE by the

CBOT and the CBOE has taken notice of the member and delegate fee preferences reflected in such schedule. These fee preferences and incentives are expected to serve the purpose of preventing mass migration of CBOT exercisers to CBOE. Any questions that may subsequently arise as to the continued meaningfulness of such preferences and incentives for this purpose, as they may be amended from time to time, shall be submitted to binding arbitration in accordance with Section 7 of this Agreement. The arbitration panel will have the authority: 1) to determine whether the member and delegate fee preferences and other incentives maintained by the CBOT remain meaningful for the purposes set forth in this Section 2(c); 2) if that determination is unfavorable to CBOT, to specify a remedy for CBOT's failure to maintain meaningful fee preferences and incentives, including what CBOT must do to restore meaningful fee preferences and incentives; and 3) to prescribe the consequences of any failure by the CBOT to take any action required under the remedy specified by the arbitrators, including any failure to restore meaningful fee preferences and incentives in the manner specified, within thirty (30) days of the panel's decision.

(d) The CBOT agrees that if a CBOT Full Member delegates his or her membership rights to a CBOT Full Member Delegate who exercises to become an Exerciser Member, the CBOT Full Member/delegator relinquishes all member trading rights at both the CBOT and the CBOE, and may trade only as a customer at customer rates at the CBOT unless the member/delegator owns another CBOT membership which entitles that member to member trading rights and transaction rates.

(e) The CBOT agrees that CBOT Full Member Delegates who are Exerciser Members of the CBOE may trade on the CBOT's electronic trading platform only at customer rates. The CBOT agrees that CBOT Full Members who are Exerciser Members of the CBOE may trade on the CBOT's electronic trading platform as a CBOT member at member rates only if they are not physically present on the CBOE trading floor and are not logged on to the CBOE's electronic trading platform. If a CBOT Full Member is present on the CBOE trading floor or is logged on to the CBOE's electronic trading platform at the time an order is entered or altered on the CBOT's electronic trading platform by or on behalf of such member, then such member will be charged CBOT customer rates for trades resulting from the execution of such orders.

(f) The CBOT agrees to amend its rules, effective no later than the consummation of the CBOT Restructuring Transactions, to the extent necessary to implement the provisions of this Agreement.

(g) Within five (5) dates following the Effective Date of this Agreement, the CBOT will file a notice of voluntary dismissal of its amended complaint for declaratory and injunctive relief and damages, Civil Action No. 00CH1500, filed on February 16, 2001, in the Circuit Court of Cook County, Illinois, Chancery Division.

3. **THE CBOE'S AGREEMENTS.**

(a) The CBOE agrees, in its own behalf and on behalf of its members, that an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate is a member of the CBOT within the meaning of Article Fifth(b), and is eligible to be an Exerciser Member upon satisfaction of the terms and conditions of this Agreement and, to the extent not inconsistent with the terms and conditions of this Agreement, the 1992 Agreement.

(b) The CBOE agrees to submit to binding arbitration in accordance with Section 7 of this Agreement questions concerning the continued meaningfulness of member and delegate fee preferences or other incentives for the purpose of preventing mass migration of CBOT exercisers to CBOE as described in Section 2(c).

(c) Within five (5) days following the Effective Date of this Agreement, the CBOE will withdraw and terminate its proposed rulemaking request (File No. SR-CBOE-00-44), initially filed with the Commission on August 30, 2000 and further agrees that it shall take no action to amend, modify or otherwise limit, or terminate or cause to expire, whether by interpretation or otherwise, the Exercise Right as a result of the completion of the CBOT's Restructuring Transactions, except as contemplated herein.

4. **ELECTRONIC TRADING.** The CBOT and CBOE are each free to develop, provide, maintain and use electronic trading platforms and to determine their respective trading hours and access policies for all their respective products without such action adversely affecting the Exercise Right except as such action may be inconsistent with the provisions of this Agreement.

5. **INFORMATION SHARING.** The parties agree to provide full information regarding the status of all members including exercisers and delegate exercisers on a current and continuing basis.

6. **FURTHER ASSURANCES.** The CBOT and the CBOE shall take such further steps toward ensuring that their respective memberships understand the implications of this Agreement as they shall reasonably agree, including, without limitation, the development of either a joint or separate "question and answer" publications, in either case subject to the approval of both the CBOT and the CBOE, and other appropriate materials for distribution to the membership of the CBOT and the CBOE. In addition, the CBOE and the CBOT will actively pursue cost-sharing and other mutually beneficial initiatives.

7. **ARBITRATION.** Questions subject to arbitration in accordance with Sections 2(c) and 3(b) of this Agreement shall be submitted to arbitration in Chicago, Illinois under the auspices of the American Arbitration Association ("AAA") and pursuant to the Commercial Arbitration Rules of the AAA in effect at the time arbitration is initiated. The arbitration panel shall consist of three arbitrators: one arbitrator selected by each of the parties within 15 days after receipt of the demand for arbitration, and a neutral arbitrator selected by the two party-appointed arbitrators. If the two party-appointed arbitrators cannot agree upon a person to serve as the neutral arbitrator within 30 days after the parties have notified each other of the identity of the party-appointed arbitrators, the neutral arbitrator shall be selected by the AAA.

8. **GOVERNING LAW.** Except to the extent that this Agreement is governed by any law of the United States or of a rule or regulation adopted by a regulatory agency pursuant to any such law, this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law doctrine.

9. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party hereto, provided that no rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other party. It is expressly understood and agreed by the parties that the conversion of the CBOT from a Delaware non-stock, not-for-profit corporation into a Delaware stock, for-profit corporation pursuant to the CBOT Restructuring Transactions shall have no effect whatsoever on the validity or enforceability of this Agreement or the 1992 Agreement.

10. **OTHER AGREEMENTS.** The 1992 Agreement shall remain in full force and effect, and the CBOT and the CBOE hereby reaffirm all of their respective rights and obligations thereunder except that if any provision of the 1992 Agreement conflicts with any provision of this Agreement the provisions of this Agreement shall control. The CBOT and the CBOE agree that this Agreement and, to the extent consistent with this Agreement, the 1992 Agreement, reflect the complete and exclusive understanding and agreement of the parties concerning the Exercise Right, and supersede all prior proposals and communications (oral or written) by or between the parties on the same subject. The CBOT and the CBOE agree to be bound by this Agreement and not to take any action inconsistent with this Agreement.

11. **APPROVALS.**

(a) The CBOT and CBOE mutually agree that it is appropriate, and within the meaning and spirit of Article Fifth(b), for the CBOE to interpret Article Fifth(b) in accordance with the provisions of this Agreement. The CBOT and the CBOE acknowledge that, as an interpretation of Article Fifth(b), this agreement must be filed with and approved by the Securities and Exchange Commission ("SEC") in order to become effective. The CBOE will submit any rule changes required to implement this Agreement to the

SEC for its review and approval. The CBOE also intends to submit this Agreement to the approval of the CBOE membership. The CBOE will use its best efforts to obtain approval from its membership and the SEC in the most expeditious manner possible. The CBOT intends to submit any rule changes required to implement this Agreement to the Commodity Futures Trading Commission ("CFTC") for its review and approval. The CBOT will use its best efforts to obtain approval from the CFTC in the most expeditious manner possible. If the SEC, the CFTC, or both, refuse any of the above approvals unless certain changes are made, the parties agree to consider in good faith the adoption of the necessary changes as expeditiously as possible. If the SEC, the CFTC or the CBOE membership thereafter refuse their approval, despite the parties' good faith efforts, this Agreement shall be null and void, as if never executed, and neither party shall be deemed to be in any way bound by any term or provision, including any agreement or acknowledgement, of this Agreement.

(b) This Agreement shall be attached as an exhibit to the CBOT's Registration Statement and the material provisions of this Agreement shall be summarized in that Registration Statement. This Agreement shall be null and void, as if never executed, and neither party shall be deemed to be in any way bound by any term or provision, including any agreement or acknowledgement, of this Agreement if 1) the SEC does not declare the Registration Statement effective; 2) if the CBOE does not consent to amendments to the Registration Statement subsequent to Amendments No. 1 through 4 which consent shall not be unreasonably withheld; 3) the CBOT membership does not vote to approve the restructuring transactions described in the Registration Statement; 4) the CBOT does not receive a favorable ruling from the Internal Revenue Service ("IRS"), in form and substance satisfactory to the CBOT's Board of Directors, relating to the restructuring transactions described in the Registration Statement; 5) the CBOT does not receive any required approvals by the CFTC relating to the restructuring transactions described in the Registration Statement; or 6) a court order or other government regulation prohibits or restricts the restructuring transactions described in the Registration Statement. The CBOT will use its best efforts to obtain approval from the SEC, the IRS and the CFTC in the most expeditious manner possible. If the SEC, the IRS or the CFTC refuse their approval unless certain changes are made, the CBOT agrees to consult with the CBOE and to consider in good faith the adoption of the necessary changes as expeditiously as possible.

CHICAGOBOARD OPTIONS EXCHANGE, INCORPORATED

/s/ WILLIAM J. BRODSKY

By: _____

Chairman and CEO

Title: _____

/s/ MARK F. DUFFY

By: _____

Vice Chairman

Title: _____

BOARDOF TRADE OF THE CITY OF CHICAGO, INC.

/s/ NICKOLAS J. NEUBAUER

By: _____

Chairman

Title: _____

/s/ DAVID J. VITALE

By: _____

President and CEO

Title: _____

APPENDIX D-2

LETTER AGREEMENT

CBOT HOLDINGS, INC.
141 West Jackson Boulevard
Chicago, Illinois 60604

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
141 West Jackson Boulevard
Chicago, Illinois 60604

October 7, 2004

Chicago Board Options Exchange, Incorporated
400 South LaSalle Street
Chicago, Illinois 60605

Ladies and Gentlemen:

We refer to that certain Agreement, dated August 7, 2001 (the "August 7, 2001 Agreement"), by and between the Chicago Board Options Exchange, Incorporated, a Delaware nonstock corporation (the "CBOE") and the Board of Trade of the City of Chicago, Inc., a Delaware nonstock, not-for-profit corporation (the "CBOT"), as amended by (1) a letter agreement, dated October 24, 2001 (the "October 24, 2001 Letter Agreement"), by and among the CBOE, the CBOT and CBOT Holdings, Inc, a Delaware stock, for-profit corporation ("CBOT Holdings") and (2) a letter agreement, dated September 13, 2002 (the "September 13, 2002 Letter Agreement"), by and among the CBOE, the CBOT and CBOT Holdings, which collectively embody certain agreed upon interpretations of Article Fifth(b) of the CBOE's Certificate of Incorporation intended to resolve disputes that had arisen concerning the Exercise Right. In addition, reference is made to that certain Agreement, dated December 17, 2003, by and between the CBOE and the CBOT (the "December 17, 2003 Agreement"), which embodies certain agreed upon interpretations of Article Fifth(b) of the CBOE's Certificate of Incorporation intended to facilitate the issuance by the CBOT to each CBOT Full Member who requests such issuance an Exercise Right Privilege.

Capitalized terms used but not otherwise defined in this letter agreement shall have the meanings set forth in the August 7, 2001 Agreement, the December 17, 2003 Agreement and the 1992 Agreement, as applicable.

This letter agreement amends and restates in their entirety the October 24, 2001 Letter Agreement and the September 13, 2002 Letter Agreement and, upon execution and effectiveness of this letter agreement, the October 24, 2001 Letter Agreement and the September 13, 2002 Letter Agreement shall be of no further force and effect (except to the extent that the October 24, 2001 Letter Agreement rendered null and void and of no further force and effect the letter agreement executed by the parties hereto on October 19, 2001). Upon execution and effectiveness of this letter agreement, the October 24, 2001 Letter Agreement and the September 2001 Letter Agreement shall not modify or amend the August 7, 2001 Agreement in any manner whatsoever.

The purpose of this letter agreement is to specify the terms and conditions under which the August 7, 2001 Agreement will apply in the circumstances of the proposed restructuring of the CBOT as subsequently revised to, among other things, provide for a new allocation of CBOT equity among the five classes of its members, implement certain transfer restrictions, modify certain aspects of the CBOT's corporate governance structure and implement certain provisions designed to permit CBOT Holdings to more easily facilitate conditions for the creation of public markets for its equity securities and engage in capital-raising transactions and other securities issuances following a subsequent approval by the stockholders of CBOT Holdings, in each case, as described in Amendment No. 8 to the Registration Statement on Form S-4 to be filed by CBOT Holdings on September 30, 2004 (referred to herein as the "Holdings Registration Statement"). In addition, the purpose of this letter

agreement is to specify the terms and conditions under which the August 7, 2001 Agreement will apply in the circumstances of the proposed restructuring of the CBOT after giving effect to the possible issuance of Exercise Right Privileges in accordance with the terms of the December 17, 2003 Agreement and revisions to the proposed restructuring of the CBOT designed to replace the concept of a Class C membership of the CBOT Subsidiary with the concept of the Exercise Right Privilege. For purposes of this letter agreement, the term "CBOT Subsidiary" shall mean the CBOT, as reorganized into a for-profit, nonstock Delaware corporation in connection with the completion of the proposed restructuring of the CBOT and described in the Holdings Registration Statement.

It is our understanding, with which we ask you to evidence your agreement by signing a copy of this letter agreement in the space provided below, that subject to the conditions specified in this letter agreement, and in the absence of any other material changes to the structure or ownership of the CBOT Subsidiary or to the trading rights and privileges appurtenant to a CBOT Full Membership not contemplated in the CBOT Restructuring Transactions (as defined herein), the proposed restructuring of the CBOT as described in the Holdings Registration Statement will constitute "CBOT Restructuring Transactions" for the purposes of the August 7, 2001 Agreement such that upon the consummation of the proposed restructuring of the CBOT restructuring as so described, Eligible CBOT Full Members and Eligible CBOT Full Member Delegates will continue to be entitled to become Exerciser Members of the CBOE in accordance with Article Fifth(b), the 1992 Agreement, the August 7, 2001 Agreement and this letter agreement; provided that all references in the August 7, 2001 Agreement to 25,000 shares of Class A Common Stock of the CBOT, shares of Class B Common Stock, Series B-1, of the CBOT and the Exercise Right Coupon shall be deemed to refer to 27,338 shares of Class A common stock of CBOT Holdings (whether restricted or unrestricted and without regard to any series thereof), the Series B-1 memberships of the CBOT Subsidiary and the Exercise Right Privilege, respectively, including under circumstances where CBOT Holdings issues additional securities to any third party**.** In addition, all references in Sections 2 and 11 of the August 7, 2001 Agreement to the Registration Statement shall be deemed to refer to the Holdings Registration Statement.

In addition, it is our understanding that the December 17, 2003 Agreement will continue to be in full force and effect following completion of the proposed restructuring of the CBOT as described in the Holdings Registration Statement, except that, following completion of such restructuring, (1) the definitions of "Eligible CBOT Full Member" and "Eligible CBOT Full Member Delegate," in each case, as defined by the August 7, 2001 Agreement, as amended by this letter agreement, will supercede the definitions of such terms set forth in the December 17, 2003 Agreement and (2) all references in the December 17, 2003 Agreement to the CBOT, CBOT Full Members or CBOT Full Memberships shall be deemed to be references to either the CBOT, CBOT Full Members or CBOT Full Memberships prior to completion of the proposed restructuring of the CBOT, respectively, or the CBOT Subsidiary, the holders of Series B-1 memberships in the CBOT Subsidiary or Series B-1 memberships in the CBOT Subsidiary following completion of the proposed restructuring of the CBOT, respectively, as the context may require. Without limiting the foregoing, the parties agree that the CBOT Subsidiary shall not issue an Exercise Right Privilege to the holder of a Series B-1 membership in the CBOT Subsidiary to the extent such Series B-1 member holds a Series B-1 membership in the CBOT Subsidiary received in connection with the proposed restructuring of the CBOT in exchange for a CBOT Full Membership with respect to which the CBOT has previously issued an Exercise Right Privilege.

Consistent with the foregoing, it is also our understanding that the last sentence in the definition of "Eligible CBOT Full Member" set forth in Section 1(d) of the August 7, 2001 Agreement, which states that CBOT Class A Common Stock, CBOT Class B Common Stock and Exercise Right Coupons (as amended herein to refer to the Class A common stock of CBOT Holdings, the Series B-1 memberships of the CBOT Subsidiary and the Exercise Right Privileges, respectively) may be separately bought and sold, is now to be read as being subject to the restrictions on transferability of the Class A common stock of CBOT Holdings and the Series B-1 memberships of the CBOT Subsidiary as provided by the terms of such instruments and as described in the Holdings Registration Statement.

We wish to clarify the intent of the parties as reflected in Sections 2(a) and 3(a) of the August 7, 2001 Agreement, which provide that in determining who is an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate eligible to be an Exerciser Member, the terms of the 1992 Agreement will continue to apply to the extent they are not inconsistent with the August 7, 2001 Agreement. It is our understanding that the parties intended this to mean that in order to be an "Eligible CBOT Full Member" or an "Eligible CBOT Full Member Delegate" as defined in Section 1(d) or 1(e) of the August 7, 2001 Agreement, in addition to satisfying the requirements of one or the other of those Sections, a person must also be in possession of "all trading rights and privileges appurtenant to such CBOT Full Membership" as that term is defined in Section 1(c) of the 1992 Agreement.

This letter agreement will also confirm the understanding of the parties in respect of the meaning of the second sentence of paragraph (a) of Section 11 of the August 7, 2001 Agreement, which states in part that, "… this Agreement must be filed with and approved by the Securities and Exchange Commission ('SEC') in order to become effective." The parties agree that the conditions of that sentence will be deemed to have been satisfied upon the approval by the Securities and Exchange Commission ("SEC") of CBOE's interpretation of paragraph (b) of Article Fifth of the CBOE Certificate of Incorporation as embodied in the August 7, 2001 Agreement as amended, which will be filed by CBOE as a proposed rule change pursuant to Rule 19b-4 under the Securities Exchange Act of 1934, as amended.

The agreed-upon conditions to the application of the August 7, 2001 Agreement to the proposed restructuring of the CBOT as described in the Holdings Registration Statement are the following:

(1) CBOT Holdings shall cause the CBOT Subsidiary to comply fully with each of the terms of the August 7, 2001 Agreement as modified by this letter agreement.

(2) CBOT Holdings will take no action, directly or indirectly, that, if taken by the CBOT Subsidiary itself, would amount to a violation of the terms of the August 7, 2001 Agreement as modified by this letter agreement, including but not limited to action that would cause the various incentives to promote the continued value of CBOT membership, including member and delegate fee preferences and pit closing provisions and seat ownership requirements for CBOT clearing firms as described in paragraph 2(c) of the August 7, 2001 Agreement, to no longer be meaningful for the purpose stated in said paragraph 2(c).

(3) In the event that questions arise as to whether CBOT Holdings has taken or proposes to take action that would have the effect of causing the various incentives to promote the continued value of CBOT membership, including member and delegate fee preferences and pit closing provisions and seat ownership requirements for CBOT clearing firms, to no longer be meaningful in violation of its obligation in paragraph (2) above, such questions shall be submitted to binding arbitration in accordance with Sections 2(c) and 7 of the August 7, 2001 Agreement, and the arbitrators will have the same authority as provided in the August 7, 2001 Agreement to decide such questions, to specify a remedy for CBOT Holding's failure to honor its obligation not to take any such action, and to prescribe the consequences of any failure by CBOT Holdings to take any action required under any such remedy specified by the arbitrators within thirty (30) days of the arbitrators' decision.

(4) The CBOT agrees that a CBOT Full Member or CBOT Full Member Delegate (following completion of the proposed restructuring of the CBOT, referred to as a holder or delegate of a Series B-1 membership in the CBOT Subsidiary, respectively) who is an Exerciser Member of the CBOE may not trade on the CBOT's trading floor in the capacity of a CBOT Full Member at any time when such CBOT Full Member is logged on to the CBOE's electronic trading platform unless such CBOT Full Member possesses another membership or membership interest that has not either been delegated or, in the case of another CBOT Full Membership, used as a basis to exercise and become a member of the CBOE, and that entitles such member to trade in a particular

product. The CBOT agrees to amend its rules to the extent necessary to satisfy this condition as soon as reasonably practicable following the date of this letter agreement but, in any event, not later than December 1, 2004, and thereafter to maintain the effectiveness of such amended rules.

(5) CBOT Holdings agrees to furnish to the CBOE and to update on a current basis information showing for each CBOT Full Member and for each CBOT Full Member Delegate the number of shares of Class A common stock of CBOT Holdings owned by that person or by the person who has delegated such shares to that person in the case of a CBOT Full Member Delegate. For purposes of this paragraph (5), information pertaining to an event requiring an update hereunder shall be deemed to have been furnished "on a current basis" if it is furnished no later than the opening of business on the business day immediately following the day when such event occurred. CBOT Holdings further agrees to use commercially reasonable efforts to ensure that it has current access to the number of shares of Class A common stock of CBOT Holdings owned (whether beneficially or of record) by each CBOT Full Member or by the person who has delegated such shares to that person in the case of a CBOT Full Member Delegate.

(6) CBOT Holdings agrees not to issue shares of Class A common stock of CBOT Holdings to a CBOT Full Member unless an independent, nationally recognized investment banking or valuation firm shall have rendered its opinion to the board of directors of CBOT Holdings to the effect that the consideration to be received by CBOT Holdings in connection with such issuance is fair, from a financial point of view, to CBOT Holdings; provided, however, that no such opinion shall be required as a condition of issuance if the consideration per share to be received by CBOT Holdings in connection with such issuance shall be not less than, as applicable, either (i) the consideration per share received by CBOT Holdings in connection with any substantially concurrent or related issuance of Class A common stock of CBOT Holdings to any person other than a CBOT Full Member for a bona fide business purpose or (ii) the average of the closing prices of the Class A common stock of CBOT Holdings (as reported in the Consolidated Quotation System) over the period of five consecutive trading days ending on the third trading prior to the date of such issuance to a CBOT Full Member. Without limiting the foregoing, nothing herein shall limit the ability of CBOT Holdings to issue Class A common stock of CBOT Holdings in connection with the exercise of options granted pursuant to a broad-based equity incentive plan covering directors, officers and independent contractors or in connection with the exercise or conversion of stock purchase rights issued to all holders of Class A common stock of CBOT Holdings pursuant to a stockholders' rights plan.

The CBOE hereby consents to the filing with the SEC of Amendment No. 8 to the Holdings Registration Statement, as filed on September 30, 2004. The CBOE hereby agrees that, if, after receiving the advice of outside legal counsel, it reasonably determines that the CBOE's interpretation of paragraph (b) of Article Fifth of the CBOE Certificate of Incorporation as embodied in the August 7, 2001 Agreement, as amended, is required to be re-filed with and approved by the SEC in order for such interpretation to become effective, it will make all such required filings with the SEC promptly after the date hereof.

It is understood that Sections 6, 7, 8, 9, 10 and 11 of the August 7, 2001 Agreement as modified by this letter agreement shall be incorporated by reference herein, and that the provisions of those Sections shall be binding upon CBOT Holdings to the same extent as upon CBOT, except where the context otherwise requires.

Very truly yours,
CBOTHOLDINGS, INC.

/s/ Bernard W. Dan

Name:
Its:

BOARDOF TRADE OF THE CITY OF CHICAGO, INC.

/s/ Bernard W. Dan

Name:
Its:

Accepted and Agreed to this 7th day of October, 2004

CHICAGOBOARD OPTIONS EXCHANGE, INCORPORATED

/s/ William J. Brodsky

Name:
Its:

APPENDIX E

FORM OF AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF CBOT HOLDINGS, INC.

(Originally incorporated in the State of Delaware on August 15, 2001)

ARTICLE I

NAME

The name of the corporation is CBOT Holdings, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is 9 Loockerman Street, in the City of Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation at such address is National Registered Agents, Inc.

ARTICLE III

CORPORATE PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (as amended from time to time, the "DGCL").

ARTICLE IV

CAPITAL STOCK

A. *Authorized and Available Shares.*

1. *Authorized Shares*. The total number of shares of capital stock which the Corporation shall have the authority to issue is two hundred and twenty million and one (220,000,001) shares, of which:

a. two hundred million (200,000,000) shares shall be shares of Class A Common Stock, par value $0.001 per share (the "Class A Common Stock"), which includes sixteen million four hundred fifty seven thousand one hundred thirty eight (16,457,138) shares that are designated Series A-1, Class A Common Stock, par value $0.001 per share ("Series A-1 Common Stock"), sixteen million four hundred fifty one thousand three hundred forty nine (16,451,349) shares that are designated Series A-2, Class A Common Stock, par value $0.001 per share ("Series A-2 Common Stock") and sixteen million four hundred fifty one thousand three hundred forty nine (16,451,349) shares that are designated Series A-3, Class A Common Stock, par value $0.001 per share ("Series A-3 Common Stock");

b. one (1) share shall be a share of Class B Common Stock, par value $0.001 per share (the "Class B Common Stock"); and

c. twenty million (20,000,000) shares shall be shares of Preferred Stock, par value $0.001 per share ("Preferred Stock").

The Series A-1 Common Stock, the Series A-2 Common Stock and the Series A-3 Common Stock shall be collectively referred to as "Restricted Class A Common Stock" and all other shares of Class A Common

Stock shall be referred to as "Unrestricted Class A Common Stock." The Class A Common Stock, including the Series A-1 Common Stock, the Series A-2 Common Stock and the Series A-3 Common Stock, and the Class B Common Stock shall be collectively referred to as the "Common Stock" and the Common Stock and Preferred Stock shall be collectively referred to as the "Capital Stock."

2. *Available Shares.*

(a) Immediately following the Effective Date (as that term is defined in Section A of Article VI below), there will be issued and outstanding forty-nine million three hundred fifty-nine thousand eight hundred thirty-six (49,359,836) shares of Restricted Class A Common Stock. At such time, there will be one hundred fifty million six hundred forty thousand one hundred sixty-four (150,640,164) shares of authorized but unissued Unrestricted Class A Common Stock, one (1) share of authorized but unissued Class B Common Stock and twenty million (20,000,000) shares of authorized but unissued Preferred Stock (collectively "Available Capital Stock"). Any issuance of shares of Available Capital Stock shall require the approval of both the Board of Directors (as that term is defined in Section A of Article V below) and the holders of a majority of the Class A Common Stock then outstanding, voting as a separate class (the "Stockholder Approval Requirement"); provided that the Stockholder Approval Requirement shall lapse and no longer be applicable following such time as the holders of a majority of the outstanding Class A Common Stock, voting together as a single class, approve a proposal to provide the Board of Directors the power to authorize the Corporation to issue all or any portion of the Available Capital Stock in one or more transactions of any nature when and if determined by the Board of Directors in its sole discretion (the "Second Approval"). In addition, after the Second Approval the Board of Directors shall be authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereon.

(b) All shares of Restricted Class A Common Stock that automatically convert into Unrestricted Class A Common Stock pursuant to Sections (C) and (D) of Article IV shall be retired and shall not be reissued as shares of any series of Restricted Class A Common Stock, but shall instead resume the status of and become authorized and unissued shares of Unrestricted Class A Common Stock.

B. *Common Stock Voting Rights.*

1. *General.* Except as provided in Section B(3) of Article IV, each outstanding share of Class A Common Stock shall entitle the holder thereof to one (1) vote on each matter properly submitted to the stockholders of the Corporation for their vote.

2. *Special Voting Rights of the Class A Common Stock.*

a. In addition to any greater vote that is required by law, the affirmative vote of a majority of the votes cast by the holders of Class A Common Stock at any annual or special meeting of the stockholders shall be required to effect, in one transaction or in a series of related transactions, (i) any purchase by, investment in, or other acquisition or formation by the Corporation of any business or assets that are, or are intended to be, competitive, as determined by the Board of Directors in its sole and absolute discretion, with the business conducted or proposed to be conducted at such time by the Board of Trade of the City of Chicago, Inc., a for-profit nonstock corporation, which is a subsidiary of the Corporation (including any successor thereto, the "CBOT Subsidiary"), or (ii) any sale (or other transfer) to a third party of assets of the Corporation that constitute a significant amount of the total assets of the Corporation. For purposes of clause (ii) of the foregoing provision, a significant amount of the total assets of the Corporation shall mean 10% of the fair market value of the assets, both tangible and intangible, of the Corporation as of the time of approval by the Board of Directors of the proposed sale (or other transfer), as determined by the Board of Directors in its sole and absolute discretion.

b. In addition to any greater vote that is required by law, in accordance with the terms of the certificate of incorporation of the CBOT Subsidiary, the affirmative vote of a majority of the votes cast by the holders of Class A Common Stock at any annual or special meeting of the stockholders of the Corporation shall be required to permit the Corporation to approve any of the following actions in its capacity as the holder of the Class A membership in the CBOT Subsidiary, in one transaction or in a series of related transactions: (a) any merger or consolidation of the CBOT Subsidiary with or into another entity, (b) any purchase by, investment in, or other acquisition or formation by the CBOT Subsidiary of any business or assets which are, or are intended to be, competitive, as determined by the Board of Directors of the CBOT Subsidiary in its sole and absolute discretion, with the business conducted or proposed to be conducted at such time by the CBOT Subsidiary, (c) any sale (or other transfer) to a third party of assets of the CBOT Subsidiary that constitute a significant amount of the total assets of the CBOT Subsidiary (as defined in the certificate of incorporation of the CBOT Subsidiary), or (d) any dissolution or liquidation of the CBOT Subsidiary.

3. *Special Voting Rights of the Class B Common Stock*. The holder of the share of the Class B Common Stock shall have the exclusive right to vote in connection with the election of Subsidiary Directors (as such term is defined in Section B(3) of Article VI below) to the Board of Directors at any annual or special meeting of the stockholders of the Corporation occurring after a Qualified Initial Public Offering. The holder of the share of the Class B Common Stock shall have no other voting rights except as required by law. For purposes of this Certificate of Incorporation, the term "Qualified Initial Public Offering" shall mean an initial public offering of Class A Common Stock, which has occurred following the Second Approval, that has been underwritten by one or more nationally recognized underwriting firms, following which shares of Class A Common Stock are listed on a national securities exchange.

C. *Restriction on Transfer.*

The shares of Restricted Class A Common Stock shall be subject to the following transfer restrictions, and no Restricted Class A Common Stock shall be sold, transferred or otherwise disposed of, except as follows:

1. *Transfers Prior to the Second Approval*. Prior to the Second Approval, no share of Restricted Class A Common Stock may be sold, transferred or otherwise disposed of except (a) by operation of law, (b) as a Bona Fide Pledge (as such term is defined in Section C(4) of Article IV below) or (c) in a Membership Transfer (as such term is defined in Section C(4) of Article IV below).

2. *Transfers Between the Second Approval and a Qualified Initial Public Offering*. Except as provided in the second sentence of this Section C(2) of Article IV, following the Second Approval and prior to a Qualified Initial Public Offering, subject to the authority of the Board of Directors to reduce the duration of or to remove the transfer restrictions associated with the Restricted Class A Common Stock and convert such Restricted Class A Common Stock into Unrestricted Class A Common Stock, no share of Restricted Class A Common Stock may be sold, transferred or otherwise disposed of except (a) by operation of law or (b) in a Permitted Transfer as such term is defined in Section C(4) of Article IV below. Notwithstanding the foregoing:

a. on the date (the "Final A-1 Conversion Date") that is one hundred eighty (180) days after the date that is three (3) years following the Second Approval, all transfer restrictions applicable to the Series A-1 Common Stock and set forth in this Section C(2) of Article IV shall expire and all issued and outstanding Series A-1 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on the Final Conversion Date;

b. on the date (the "Final A-2 Conversion Date") that is three hundred sixty (360) days following the Final A-1 Conversion Date, all transfer restrictions applicable to the Series A-2 Common Stock and set forth in this Section C(2) of Article IV shall expire and all issued and outstanding Series A-1 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock; and

c. on the date (the "Final A-3 Conversion Date") that is five hundred forty (540) days following the Final A-1 Conversion Date, all transfer restrictions applicable to the Series A-3 Common Stock and set forth

in this Section C(2) of Article IV shall expire and all issued and outstanding Series A-3 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock.

3. *Transfers Following a Qualified Initial Public Offering*. Except as provided in the second sentence of this Section C(3) of Article IV, following a Qualified Initial Public Offering, subject to the authority of the Board of Directors to reduce the duration of or to remove the transfer restrictions associated with the Restricted Class A Common Stock and convert such Restricted Class A Common Stock into Unrestricted Class A Common Stock, no share of Restricted Class A Common Stock may be sold, transferred or otherwise disposed of except (a) by operation of law or (b) in a Permitted Transfer. Notwithstanding the foregoing, in each case subject to the Corporation's right to conduct an Organized Sale (as such term is defined in Section D(1) of Article IV below) and the continuation of transfer restrictions pursuant to Section D of Article IV:

a. On the date (the "A-1 Conversion Date") that is one hundred eighty (180) days following the date of a Qualified Initial Public Offering, all transfer restrictions applicable to the Series A-1 Common Stock and set forth in this Section C(3) of Article IV shall expire and all issued and outstanding Series A-1 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on the A-1 Conversion Date;

b. On the date (the "A-2 Conversion Date") that is three hundred sixty (360) days following the date of a Qualified Initial Public Offering, all transfer restrictions applicable to the Series A-2 Common Stock and set forth in this Section C(3) of Article IV shall expire and all issued and outstanding Series A-2 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on the A-2 Conversion Date; and

c. On the date (the "A-3 Conversion Date") that is five hundred forty (540) days following the date of a Qualified Initial Public Offering, all transfer restrictions applicable to the Series A-3 Common Stock and set forth in this Section C(3) of Article IV shall expire and all issued and outstanding Series A-3 Common Stock shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on the A-3 Conversion Date.

4. *Certain Additional Defined Terms Used in this Section C of Article IV*.

a. The term "Permitted Transfer" shall mean a Conversion Transfer or a Non-Conversion Transfer.

b. The term "Conversion Transfer" shall mean any of the following:

i. transfers to the Corporation;

ii. transfers in a Qualified Initial Public Offering or in an Organized Sale;

iii. transfers to satisfy claims by the CBOT Subsidiary or Class B Members of the CBOT Subsidiary as permitted or required under the certificate of incorporation, bylaws, rules and regulations of the CBOT Subsidiary; and

iv. transfers approved as a Conversion Transfer by the Board of Directors.

c. The term "Final Conversion Date" means each or all of the Final A-1 Conversion Date, the Final A-2 Conversion Date and the Final A-3 Conversion Date, as the context may require.

d. The term "Non-Conversion Transfer" shall mean any of the following:

i. a Membership Transfer;

ii. transfers to (A) the transferor's spouse or child; provided that the transferor received the applicable Restricted Class A Common Stock immediately following, and as a result of, completion of the transactions that restructured and demutualized the Board of Trade of the City of Chicago, Inc., a not-for-profit, nonstock Delaware corporation (the "Restructuring Transactions"), (B) a trust established for the benefit of the transferor or the transferor's spouse or child, provided that the transferor received the applicable Restricted Class A Common Stock immediately following, and as a result of, completion of the Restructuring Transactions, (C) the beneficial owner of an individual retirement account, provided that the transferor is such individual retirement account, (D) the estate of

a deceased holder of Restricted Class A Common Stock, provided that either (1) the deceased holder was a holder immediately following, and as a result of, completion of the Restructuring Transactions or (2) the deceased holder of Restricted Class A Common Stock was a member of the CBOT Subsidiary on the date of death, and such transfer was pursuant to the deceased holder's will or the applicable laws of descent and distribution, or (E) the beneficiary of an estate referred to in clause (D) above, provided that the transferor is such estate and such beneficiary is the spouse or child of the deceased holder or a trust for the sole benefit of such spouse or child;

iii. a Bona Fide Pledge

iv. pledges as collateral to or assignment for the benefit of the CBOT Subsidiary and clearing members of the CBOT Subsidiary as permitted or required under the certificate of incorporation, bylaws, rules and regulations of the CBOT Subsidiary; and

v. transfers approved as Non-Conversion Transfers by the Board.

e. The term "Bona Fide Pledge" means a bona fide pledge to a commercial bank, a savings and loan institution or any other lending or financial institution or any Class B Member or clearing member of the CBOT Subsidiary as security for obligations of the holder incurred to acquire a membership in the CBOT Subsidiary.

f. The term "Membership Transfer" means a sale, transfer or disposition of Restricted Class A Common Stock consummated in connection with and conditioned upon the sale, transfer or disposition of a Class B Membership in the CBOT Subsidiary, that results in the number of shares of each series of Restricted Class A Common Stock associated with the series of such Class B Membership, as set forth hereinafter in this Section C(4)(f) of Article IV, being simultaneously sold, transferred or disposed of to the same transferee of such Class B Membership in the CBOT Subsidiary. Except as provided in the last sentence of this Section C(4)(f) of Article IV, the number of shares of Restricted Class A Common Stock that may be sold, transferred or otherwise disposed of in accordance with the preceding sentence is as follows: at least nine thousand one hundred fourteen (9,114) shares of Series A-1 Common Stock, nine thousand one hundred twelve (9,112) shares of Series A-2 Common Stock and nine thousand one hundred twelve (9,112) shares of Series A-3 Common Stock with one (1) Series B-1 Membership in the CBOT Subsidiary; at least three thousand three hundred thirty-four (3,334) shares of Series A-1 Common Stock, three thousand three hundred thirty-three (3,333) shares of Series A-2 Common Stock and three thousand three hundred thirty-three (3,333) shares of Series A-3 Common Stock with one (1) Series B-2 Membership in the CBOT Subsidiary; at least sixteen hundred sixty-eight (1,668) shares of Series A-1 Common Stock, and sixteen hundred sixty-six (1,666) shares of Series A-2 Common Stock and sixteen hundred sixty-six (1,666) shares of Series A-3 Common Stock with one (1) Series B-3 Membership in the CBOT Subsidiary; at least three hundred sixty-eight (368) shares of Series A-1 Common Stock, three hundred sixty-six (366) shares of Series A-2 Common Stock and three hundred sixty-six (366) shares of Series A-3 Common Stock one (1) Series B-4 Membership in the CBOT Subsidiary; and at least eight hundred thirty-four (834) shares of Series A-1 Common Stock, eight hundred thirty-three (833) shares of Series A-2 Common Stock and eight hundred thirty-three (833) shares of Series A-3 Common Stock with one (1) Series B-5 Membership in the CBOT Subsidiary. Notwithstanding the foregoing, for purposes of satisfying the requirements of this Section C(4)(f) of Article IV, a holder of Restricted Class A Common Stock shall not be obligated to sell, transfer or dispose of any Class A Common Stock for which the applicable transfer restrictions have expired in connection with a Scheduled Conversion Date or Final Conversion Date or which have otherwise been reduced or removed by the Board of Directors and have converted into Unrestricted Class A Common Stock in order for such sale, transfer or disposal to constitute a Membership Transfer.

g. The term "Scheduled Conversion Date" means each or all of the A-1 Conversion Date, the A-2 Conversion Date and the A-3 Conversion Date, as the context may require.

In addition, no share of Class B Common Stock may be sold, transferred, or otherwise disposed of except if such sale, transfer or disposition has been previously approved by the holders of a majority of the outstanding voting power of the CBOT subsidiary.

D. *Organized Sales.*

1. After completion of a Qualified Initial Public Offering, the Corporation will have the right to organize secondary sales of Class A Common Stock received immediately following, and as a result of, completion of the Restructuring Transactions, which may include an underwritten offering, a sale of Class A Common Stock to one or more purchasers in a limited offering or sales process, a repurchase by the Corporation of Class A Common Stock or such other sales process as the Board of Directors may reasonably determine, in connection with any Scheduled Conversion Date (each an "Organized Sale").

2. In order to exercise its right to conduct an Organized Sale in connection with a Scheduled Conversion Date, the Corporation shall deliver to the holders of all Restricted Class A Common Stock written notice of the Corporation's intent to conduct an Organized Sale, such written notice to be delivered not later than at least sixty (60) days prior to the applicable Scheduled Conversion Date (the "Organized Sale Notification"). The Organized Sale Notification shall specify with reasonable specificity the nature of the proposed Organized Sale and the then anticipated timing of such proposed Organized Sale. For purposes of this Section D(2) of Article IV, the Organized Sale Notification shall be deemed to be delivered if deposited into the United States mail and sent first class mail to the holders' addresses as they appear on the books and records of the Corporation.

3. In order to exercise the election to participate in any Organized Sale, a holder of Restricted Class A Common Stock must provide the Corporation written notice of intent to participate in such Organized Sale as directed in the Organized Sale Notification, such notice to be provided no later than twenty (20) days following the date of mailing of the Organized Sale Notification (the "Participation Election"). In addition to any information identified in the Organized Sale Notification as being required to be set forth in the Participation Election, the Participation Election shall specify the series of Restricted Class A Common Stock (either shares of the Series scheduled to convert into Unrestricted Class A Common Stock in connection with such Organized Sale or shares of a series of Restricted Class A Common Stock for which the applicable transfer restriction is not yet scheduled to expire in connection with such Organized Sale) and the number of shares thereof and the number of shares of Unrestricted Class A Common Stock that the holder thereof has elected to include in the applicable Organized Sale and shall include a commitment by the holder to enter into agreements and provide such information as is customary for the type of Organized Sale proposed to be conducted provided such agreements contain commercially reasonable terms. In the event that holders of Restricted Class A Common Stock elect to include more shares in any Organized Sale than the Board of Directors determines in its sole discretion should be included in such Organized Sale, the Board of Directors shall develop in its sole and absolute discretion, a mechanism for determining the number of shares of Restricted Class A Common Stock and Unrestricted Class A Common Stock that may be included in such Organized Sale; provided that preference shall be given first to the series of Restricted Class A Common Stock that is scheduled to convert into Unrestricted Class A Common Stock in connection with the applicable Scheduled Conversion Date, second to Restricted Class A Common Stock that is scheduled to convert into Unrestricted Class A Common Stock in connection with subsequent Scheduled Conversion Dates (in order of occurrence and third to Unrestricted Class A Common Stock. Each Participation Election shall be irrevocable unless waived by the Corporation.

4. Notwithstanding anything else to the contrary herein, the Corporation shall have no obligation to complete any Organized Sale or, if the Corporation completes an Organized Sale, to include any or all of the shares of Class A Common Stock identified in the Participation Elections related to such Organized Sale. In addition, the Corporation shall have no obligation to include any or all of the shares of Class A Common Stock identified in any Participation Election related to such Organized Sale to the extent the holder thereof has not provided such agreements and information as are required in order to complete such Organized Sale.

5. Except as provided in the following sentence, if the Corporation elects to exercise its right to conduct an Organized Sale and does not complete such Organized Sale before sixty (60) days following the applicable Scheduled Conversion Date, all issued and outstanding shares of the Series of Restricted Class A Common Stock that is scheduled to convert into Unrestricted Class A Common Stock in connection with the applicable

Scheduled Conversion Date shall automatically convert (without any action by the holder) on the sixty-first (61st) day following such Scheduled Conversion Date. Notwithstanding the foregoing, if the Corporation elects to exercise its right to conduct an Organized Sale in connection with the Series A-3 Conversion Date and does not complete such Organized Sale before five hundred forty (540) days following a Qualified Initial Public Offering all issued and outstanding shares of Series A-3 Common Stock shall automatically convert into Unrestricted Class A Common Stock (without any action by the holder) on the five hundred forty-first day following a Qualified Initial Public Offering.

6. Notwithstanding anything else in Section C of Article IV to the contrary, if the Corporation properly elects to conduct an Organized Sale in connection with any Scheduled Conversion Date in accordance with the terms of this Section D of Article IV, the applicable Scheduled Conversion Date shall be delayed for all shares of the applicable series of Restricted Class A Common Stock, including shares of Restricted Class A Common Stock not identified in Participation Elections with respect to such Organized Sale, until the ninety-first (91st) day following the later of the (a) applicable Scheduled Conversion Date and (b) date of completion of the applicable Organized Sale, at which time, all issued and outstanding shares of the series of Restricted Class A Common Stock subject to such Scheduled Conversion Date shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on such Scheduled Conversion Date. If the Corporation elects not to conduct an Organized Sale in connection with any Scheduled Conversion Date, the applicable Scheduled Conversion Date will occur at the time set forth in Section (C)(3) of Article IV and all issued and outstanding shares of the series of Restricted Class A Common Stock subject to such Scheduled Conversion Date shall automatically convert (without any action by the holder) into Unrestricted Class A Common Stock on such Scheduled Conversion Date.

E. Any purported sale, transfer or other disposition of Common Stock not in accordance with Sections C and D of Article IV shall be void and shall not be recorded on the books of, or otherwise recognized by, the Corporation. In connection with any sale, transfer or other disposition subject to Sections C and D of Article IV, the transferor shall notify the Corporation and its transfer agent, as applicable, as to which provision of Sections C and D of Article IV such sale, transfer or disposition is being effected in compliance with and shall furnish such documents or other evidence as the Corporation or its transfer agent may request to verify such compliance. The shares of Restricted Class A Common Stock may be represented by stock certificates that shall have a legend thereon with respect to the restrictions set forth in Sections C and D of Article IV.

Notwithstanding the foregoing provisions of this Section, none of the foregoing restrictions on transfer shall apply to shares of Common Stock held by the Board of Trade of the City of Chicago, Inc., a not-for-profit, nonstock corporation, or the CBOT Subsidiary or any successor thereto.

ARTICLE V

MANAGEMENT OF AFFAIRS

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. In accordance with Section 141(a) of the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of a governing body, which shall be known as the "Board of Directors," and the composition of which shall be as set forth in Article VI of this Certificate of Incorporation. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the bylaws of the Corporation (the "Bylaws"), the directors are hereby empowered to exercise all powers and do all acts and things as may be exercised or done by the Corporation. In addition, pursuant to Section 141(a) of the DGCL, until the first annual election following a Qualified Initial Public Offering, the person appointed to serve as the President and Chief Executive Officer of the Corporation for so long as he or she serves in such capacity,

shall be a director (the "President Director"). The President Director shall not be entitled to any voting rights held by other directors until a Qualified Initial Public Offering according to the procedures set forth in Section E of Article VI of this Certificate of Incorporation. Following a Qualified Initial Public Offering, the President Director will be entitled to the same voting rights held by other directors according to the procedures set forth in Section E of Article VI; provided that, at and after the first annual election following a Qualified Initial Public Offering, the President Director need not be the person serving as President and Chief Executive Officer and shall be subject to election and removal by the stockholders in accordance with this Certificate of Incorporation and applicable law.

B. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

D. Special meetings of stockholders of the Corporation may be called by the Chairman of the Board or by the Board of Directors acting pursuant to a resolution adopted by a majority of the members of the Whole Board having voting rights. For purposes of this Certificate of Incorporation, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. Until a Qualified Initial Public Offering, a special meeting shall be called by the Chairman of the Board or the Board of Directors upon receipt by the Secretary of the Corporation of a written demand of the holders of Class A Common Stock entitled to cast 10% of the total number of votes entitled to be cast at such meeting. Any such written demand shall specify the purpose of such special meeting and the special meeting so called shall be limited to the purpose so set forth. The written demand shall also specify the date of such special meeting that shall be a business day not less than sixty (60) nor more than ninety (90) days from the date of such written demand. Following a Qualified Initial Public Offering, the holders of Class A Common Stock shall have no right to demand that a special meeting of the stockholders be called pursuant to this Section D of Article V.

ARTICLE VI

BOARD OF DIRECTORS

A. *Initial Composition of the Board of Directors*. Subject to the qualifications set forth in Section B of Article VI, the effectiveness of this amendment and restatement of this Certificate of Incorporation shall not change the size or composition of the Board of Directors and the directorships thereon shall continue to have the same voting rights (or no voting rights) associated therewith as were associated with such directorships immediately prior to the effective date of such amendment and restatement (the "Effective Date"), and, except as provided in this Section A of Article VI, the terms of all directors in office prior to the first annual meeting of stockholders following the Effective Date (the "Initial Meeting") shall expire at the annual meeting of the Corporation corresponding to the expiration year associated with such directorships prior to the Effective Date. The terms of all non-member directors in office immediately prior to the Effective Date shall expire at the Initial Meeting.

B. *Qualifications for Directors.*

1. *General Qualifications Prior to the Initial Meeting*. For the period commencing on the Effective Date through the date of the Initial Meeting (or, with respect to any director in office immediately prior to the Initial Meeting, or any director appointed to complete the term of office of any director in office immediately prior to the Initial Meeting, whose term does not expire until a subsequent annual meeting of the stockholders (each, a "Holdover Director"), prior to such subsequent annual meeting), it shall be a qualification that each director satisfy the qualifications in effect with respect to such director's directorship under the Amended and Restated Certificate of Incorporation of the Corporation in effect immediately prior to the Effective Date.

2. *General Qualifications for the Initial Meeting and Prior to a Qualified Initial Public Offering.* Commencing with the Initial Meeting (except with respect to any Holdover Directors while serving as such, who shall be deemed to be either Series B-1 Directors or Series B-2 Directors, as defined below), and until a Qualified Initial Public Offering, the following qualifications for directors shall apply: three (3) directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be "independent directors" as such term is defined in the Bylaws (the "Independent Directors"); eight (8) directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be holders of Series B-1 memberships in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary (including any Holdover Directors elected or appointed as Full Member directors, as applicable, the "Series B-1 Directors"); two (2) directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be holders of Series B-2 memberships in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary (including any Holdover Directors elected or appointed as Associate Member directors, as applicable, the "Series B-2 Directors"); one (1) director, on the date of his or her first nomination or selection as a nominee for the Board of Directors, shall be a holder of a Series B-1 membership in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary, and shall serve as Vice-Chairman of the Board of Directors (the "Vice Chairman Director"); one (1) director, on the date of his or her first nomination or selection as a nominee for the Board of Directors, shall be a holder of a Series B-1 membership in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary, and shall serve as Chairman of the Board of Directors (the "Chairman Director"); and the President Director.

3. *General Qualifications Following a Qualified Initial Public Offering*. Commencing with a Qualified Initial Public Offering, the following qualifications for directors shall apply: at least nine (9) directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be Independent Directors and six (6) directors shall be directors of the CBOT Subsidiary (the "Subsidiary Directors"). The Subsidiary Directors shall be composed of four (4) directors who, on the date of their first nomination or selection as nominees for the Board of Directors, shall be holders of Series B-1 memberships in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary and two (2) directors who, on the date of their first nomination or selection as nominees for the Board of Directors, shall be holders of Series B-2 memberships in the CBOT Subsidiary and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary. All directors who are not Subsidiary Directors shall be "Parent Directors." In addition, the Chairman of the Board of Directors and the Vice-Chairman of the Board of Directors shall no longer be required to meet the qualifications specified in Section B(2) of Article VI above, and shall be appointed by the Board of Directors from among the members of the Board of Directors rather than elected by the stockholders of the Corporation.

4. *Regulatory Qualifications.* No person shall serve on the Board of Directors (a) who is found by a final decision or settlement agreement (or absent a finding in the settlement agreement if any acts charged included a disciplinary offense) to have committed a disciplinary offense, as defined in Commodity Futures Trading Commission ("Commission") Regulation 1.63 (a) (6); (b) whose Commission registration in any capacity has been revoked or suspended; (c) who is subject to an agreement with the Commission or any self-regulatory organization not to apply for registration; (d) who is subject to a denial, suspension or disqualification from serving on a disciplinary committee, oversight committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934; or (e) who has been convicted of any felony listed in Section 8a(2) (D) (ii) through (iv) of the Commodity Exchange Act; in each case, for a period of three years from the date of such final decision or settlement agreement or for such time as the person remains subject to any suspension or expulsion, or has failed to pay any portion of a fine imposed for committing a disciplinary offense, whichever is longer. All terms used in Section B(3) of Article VI shall be defined consistent with Commission Regulation 1.63(a).

5. *Failure to Continue to be Qualified.* Any director who, at any time during his or her term of office, fails to continue to satisfy the qualifications under which he or she was last elected to the Board of Directors, or who ceases to qualify to serve on the Board of Directors under Section 5 B(2) and B(3) of Article VI, shall thereupon cease to be qualified as a director and the term of office of such person shall automatically end; provided that a Holdover Director elected or appointed as, or to complete the term of, a Full Member director shall remain qualified so long as such person is a holder of a Series B-1 membership in the CBOT Subsidiary and satisfies the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary, and a Holdover Director elected or appointed as, or to complete the term of, an Associate Member director shall remain qualified so long as such person is a holder of a Series B-2 membership in the CBOT Subsidiary and satisfies the qualifications and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations of the CBOT Subsidiary. Notwithstanding the foregoing, no action of such unqualified director, the Board of Directors or any committee thereof shall be rendered invalid or otherwise affected solely because such director becomes or at the time of such action was not qualified.

C. *Classification of Directors.*

1. *Classification for the Initial Meeting and Prior to a Qualified Initial Public Offering.* Commencing with the election of directors at the Initial Meeting, the number of directors constituting the Whole Board shall be sixteen (16) and the directors elected by the stockholders shall be divided into two classes, composed of eight directors and seven directors, respectively. In addition to those two classes, the Board of Directors shall also include the President Director. The first class of directors ("Class 1") shall be composed of two (2) Independent Directors, one (1) Series B-2 Director, four (4) Series B-1 Directors and the Chairman Director. The second class of directors ("Class 2") shall be composed of one (1) Independent Director, one (1) Series B-2 Director and four (4) Series B-1 Directors and the Vice Chairman Director.

2. *Classification Following a Qualified Initial Public Offering.* Commencing with the completion of a Qualified Initial Public Offering, the number of directors constituting the Whole Board shall be seventeen (17) and the directors shall be divided into two classes, composed of nine directors and eight directors, respectively.

D. Election of Directors.

1. *Initial Meeting*. At the Initial Meeting, the following directors shall be elected for the terms set forth in this Section of D(1) Article VI:

A. *Class 1*: The term of five of the eight directors whose directorships correspond to Class 1, who shall be one Series B-1 Director, one Series B-2 Director, two Independent Directors and the Chairman Director, shall expire at the Initial Meeting and a successor to each director shall be elected at the Initial Meeting. Each director duly elected shall be elected for a term of office ending at the second annual meeting of the Corporation following the Initial Meeting.

B. *Class 2*: The term of two directors whose directorships correspond to Class 2, who shall be one Independent Director and one Series B-1 Director, shall expire at the Initial Meeting, and a successor to each director shall be elected for a term of office ending at the first annual meeting of the Corporation following the Initial Meeting.

2. *First Annual Meeting of Corporation Following Initial Meeting; Successive Meetings*. At the first annual meeting of the Corporation following the Initial Meeting and each successive annual meeting of the Corporation occurring thereafter, directors shall be elected to succeed each director whose term shall expire. Each director duly elected shall be elected for a term of office ending at the second annual meeting of the Corporation following his or her election as director.

E. Pursuant to Section 141(a) of the DGCL, until a Qualified Initial Public Offering, the President Director shall not be entitled to any voting rights generally held by directors of the Corporation, and shall hold office for a

term expiring upon the termination, for any reason, of his or her position as President and Chief Executive Officer of the Corporation. Until a Qualified Initial Public Offering, any vacancy arising from the termination of the President and Chief Executive Officer of the Corporation shall automatically be filled upon the qualification of a successor President Director by appointment as President and Chief Executive Officer of the Corporation and such successor President Director shall hold office for a term expiring upon the termination, for any reason, of his or her position as President and Chief Executive Officer of the Corporation.

F. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by stockholders), and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

G. Advance notice of stockholder nominations for the election of directors or the members of the Nominating Committee and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

H. Commencing with the election of directors at the Initial Meeting, directors of the Corporation shall be removable by the stockholders only for cause; provided that, except as otherwise required by applicable law, the President Director may be removed from office only by the other directors in accordance with Section E of this Article VI and may not be removed from office by the stockholders.

ARTICLE VII

NOMINATING COMMITTEE

Until the first annual election following completion of a Qualified Initial Public Offering, the Corporation shall maintain an elected nominating committee (the “Nominating Committee”), which shall receive proposals from the stockholders of the Corporation regarding the nomination of individuals to serve as directors or as members of the Nominating Committee, review the qualifications of proposed individuals and such other individuals as the Nominating Committee may from time to time select and advise the Board of Directors of the Corporation as to its recommendations for the nomination of individuals to serve as directors of the Corporation or as members of the Nominating Committee. The members of the Nominating Committee may, but need not be, directors of the Corporation, and shall be subject to the qualifications set forth below in Section A of Article VII. After the first annual election following completion of a Qualified Initial Public Offering, the Nominating Committee will be dissolved and reconstituted as a committee of the Board of Directors in accordance with the terms and provisions of the Bylaws, shall not be subject to the requirements set forth hereinafter in this Article VII, and shall be composed entirely of directors who meet the independence requirements of (a) § 301 of the Sarbanes-Oxley Act of 2002 and (b) any applicable exchange rules of any exchange on which the Class A Common Stock of the Corporation are listed.

A. *Composition.* The Nominating Committee shall be composed of five persons, including (a) four persons who shall (except with respect to Holdover Full Member Representatives while serving as such, who shall be deemed to be Series B-1 Members, as indicated below), on the date of their first nomination or selection as nominees for election to the Nominating Committee, be both stockholders and holders of Series B-1 memberships in the CBOT Subsidiary (“Series B-1 Members”) and (b) one person who shall (except with respect to the Holdover Associate Member Representative while serving as such, who shall be deemed to be a Series B-2 Member as indicated below), on the date of his or her first nomination or selection as a nominee for election to the Nominating Committee, be both a stockholder and the holder of a Series B-2 membership in the CBOT Subsidiary (the “Series B-2 Member”). Any member of the Nominating Committee who, at any time during his or her term of office, fails to continue to satisfy the qualifications under which he or she was last elected to the Nominating Committee shall thereupon cease to be qualified to serve as a member of the Nominating Committee

and the term of office of such person on such committee shall automatically end. This amendment and restatement of this Certificate of Incorporation shall not change the size or composition of the Nominating Committee and the terms of all members of the Nominating Committee in office prior to the Initial Meeting, including the members thereof elected or appointed as Full Member representatives (the "Holdover Full Member Representatives," who shall be deemed to be Series B-1 Members) and the member thereof elected or appointed as an Associate Member representative (the "Holdover Associate Member Representative," who shall be deemed to be a Series B-2 Member) shall expire at the annual meeting of the Corporation corresponding to the expiration year associated with such terms prior to the Effective Date.

B. *Election.*

1. At the Initial Meeting, the term of one Series B-1 Member and the Series B-2 Member shall expire and a successor to each such member shall be elected by the stockholders for a term of office of three years.

2. At the first annual meeting of the Corporation following the Initial Meeting, the terms of two Series B-1 Members shall expire and a successor to such member shall be elected by the stockholders for a term of office of three years.

3. At the second annual meeting of the Corporation following the Initial Meeting, the term of one Series B-1 Member shall expire and a successor to such member shall be elected by the stockholders for a term of office of three years.

4. Each successor member to each member elected hereunder shall be elected for a term of office of three years.

C. *Organization.* The Nominating Committee shall elect its own chairman, who for so long as he or she serves in such capacity shall at all times be a Series B-1 Member.

D. *Term Limits.* Members of the Nominating Committee may not be elected or appointed to serve again as a member of the Nominating Committee until the third annual meeting following the annual meeting at which his or her term ended. However, there is no other limit to the number of terms a member of the Nominating Committee may serve.

E. *Removal; Vacancies.* Members of the Nominating Committee may be removed by the stockholders of the Corporation with or without cause. Any vacancies in the Nominating Committee shall be filled by the Board of Directors of the Corporation, and members so chosen shall hold their position for a term expiring at the next annual meeting of the stockholders.

ARTICLE VIII

AMENDMENT OF BYLAWS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws by the Board of Directors shall require the approval of a majority of the members of the Whole Board having voting rights. The holders of Common Stock shall also have power to adopt, amend or repeal the Bylaws.

ARTICLE IX

LIMITATION OF LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (A) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (C) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification. For purposes of this Article IX, the term "director" shall, to the fullest extent permitted by the DGCL, include any person who, pursuant to this Certificate of Incorporation, is authorized to exercise or perform any of the powers or duties otherwise conferred upon a board of directors by the DGCL.

ARTICLE X

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation.

ARTICLE XI

SECTION 203

The Corporation hereby elects to be governed by Section 203 of the DGCL.

* * * *

APPENDIX F

FORM OF AMENDED AND RESTATED BYLAWS
OF
CBOT HOLDINGS, INC.

These Bylaws shall take effect at the effective time (the "Effective Time") of the Amended and Restated Certificate of Incorporation (as amended from time to time, the "Certificate of Incorporation") of CBOT Holdings, Inc. (the "Corporation") to be filed with the Secretary of State of the State of Delaware in connection with, and immediately prior to, the demutualization and restructuring of the Board of Trade of the City of Chicago, Inc. (the "Restructuring") as described in the Registration Statement filed by the Corporation with, and declared effective by, the Securities and Exchange Commission in connection with the Restructuring.

ARTICLE I—STOCKHOLDERS

Section 1. *Stockholder Meetings.*

(1) An annual meeting of the stockholders of the Corporation, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors of the Corporation (the "Board of Directors") shall each year fix, which date shall be within thirteen (13) months of the last annual meeting of the stockholders.

(2) Nominations of persons for election to the Board of Directors or for election to the nominating committee of the Corporation (the "Nominating Committee") and the proposal of business to be transacted by stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's notice with respect to such meeting, (b) by or at the direction of the Board of Directors or (c) by any stockholder of record of the Corporation who was a stockholder of record at the time of the giving of the notice provided for in the following paragraph, who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this section.

(3) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of the foregoing paragraph, (1) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (2) such business must be a proper matter for stockholder action under the Delaware General Corporation Law (as amended from time to time, the "DGCL"), (3) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as that term is defined in subclause (c)(iii) of this paragraph, such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial holder to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice and (4) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this section. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than twenty (20) or more than sixty (60) days prior to the first anniversary (the "Anniversary") of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that for purposes of the first annual meeting of stockholders following the Effective Time, or if the date

of an annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the 90th day prior to such annual meeting and not later than the close of business on the later of (i) the 45th day prior to such annual meeting or (ii) the 10th day following the day on which public announcement of the date of such meeting is first made. Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director or member of the Nominating Committee (x) all information relating to such person as would be required to be disclosed in solicitations of proxies for the election of such nominees as directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (y) whether the stockholder proposes to nominate such person to be an Independent Director (as defined in Section 1 of Article II of these Bylaws), a Series B-1 Director, a Series B-2 Director, the Vice-Chairman Director, the Chairman Director or a member of the Nominating Committee (as such terms are defined in Section B(2) of Article VI of the Certificate of Incorporation) and, if applicable, a statement that such person satisfies the applicable criteria for Independent Directors, Series B-1 Directors, Series B-2 Directors, Vice-Chairman Director, Chairman Director or a member of the Nominating Committee, as applicable, and (z) such person's written consent to serve as a director or member of the Nominating Committee, as applicable if elected and, if applicable, a written undertaking to promptly provide to the Secretary of the Corporation upon request any information that the Corporation deems to be relevant to the determination of whether such person satisfies the applicable criteria for Independent Directors, Series B-1 Directors, Series B-2 Directors, Vice-Chairman Director, Chairman Director or a member of the Nominating Committee, as applicable; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of such business, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of the Corporation that are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(4) In the event that (a) a stockholder proposes to nominate an individual for election or reelection as a director of the Corporation or as a member of the Nominating Committee; (b) such stockholder has satisfied each of the terms and conditions set forth in paragraph (3) of this Section 1 for the nomination of such nominee; and (c) such stockholder has delivered to the Secretary of the Corporation a written petition executed by at least forty stockholders who are also holders of a Series B-1 Membership in the Board of Trade of the City of Chicago, Inc., a nonstock, for-profit subsidiary of the Corporation (the "CBOT Subsidiary") proposing to nominate such nominee, the Corporation shall, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, use commercially reasonable efforts to include the name of such nominee and all other information required as a matter of law in such proxy statement and form of proxy.

(5) Notwithstanding anything in the second sentence of the third paragraph of this Section 1 to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least fifty-five (55) days prior to the Anniversary, a stockholder's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(6) Only persons nominated in accordance with the procedures set forth in this Section 1 shall be eligible to be elected as directors or members of the Nominating Committee at an annual meeting of stockholders, and only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this section. The chairman of the meeting shall have the

power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(7) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(8) Notwithstanding the foregoing provisions of this Section 1, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 1. Nothing in this Section 1 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 2. *Special Meetings.*

(1) Special meetings of the stockholders, other than those required by statute, may be called by the Chairman of the Board or by the Board of Directors acting pursuant to a resolution adopted by a majority of the members of the Whole Board having voting rights. For purposes of these Bylaws, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. The Board of Directors may postpone or reschedule any previously scheduled special meeting.

(2) A special meeting shall be called by the Chairman of the Board or the Board of Directors upon receipt by the Secretary of the Corporation of a written demand of stockholders entitled to cast 10% of the total number of votes entitled to be cast at such meeting. Any such written demand shall specify the purpose of such special meeting and the special meeting so called shall be limited to the purpose so set forth. The written demand shall also specify the date of such special meeting that shall be a business day not less than sixty (60) nor more than ninety (90) days from the date of such written demand. Following an initial public offering of Class A common stock, which has occurred following the Second Approval, that has been underwritten by one or more nationally recognized underwriting firms, following which shares of Class A common stock are listed on a national securities exchange (a "Qualified Initial Public Offering"), the Class A stockholders shall have no right to demand that a special meeting of the stockholders be called pursuant to this Section 2 of Article I. For the purposes of these Bylaws the term "Second Approval" shall mean the approval of a majority of the outstanding Class A common stock, voting together as a single class, of a proposal to provide the Board of Directors the power to authorize the Corporation to issue all or any portion of the authorized shares of capital stock that remain unissued after the issuance of shares in conjunction with the Restructuring in one or more transactions of any nature when and if determined by the Board of Directors in its sole discretion.

(3) Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. The chairman of the meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded. Nominations of persons for election to the Board of Directors or the Nominating Committee may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board of Directors or (b) by any stockholder of record of the Corporation who is a stockholder of record at the time of giving of notice provided for in this paragraph, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in Section 1 of this Article I. Nominations by stockholders of persons for election to the Board of Directors or the Nominating Committee may be made at such a special meeting of stockholders if the stockholder's notice required by the third paragraph of

Section 1 of this Article I shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the day on which public announcement is first made of the date of the special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

(4) Notwithstanding the foregoing provisions of this Section 2, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2. Nothing in this Section 2 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 3. *Notice of Meetings*.

Notice of the place, if any, date, and time of all meetings of the stockholders, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the DGCL or the Certificate of Incorporation).

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. *Quorum*.

At any meeting of the stockholders, the holders of one-third of the voting power of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law.

If a quorum shall fail to attend any meeting, the chairman of the meeting may adjourn the meeting to another place, if any, date or time.

Section 5. *Organization.*

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board or, in his or her absence, the President of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6. *Conduct of Business*.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her

in order. The chairman shall have the power to adjourn the meeting to another place, if any, date and time. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 7. *Proxies and Voting*.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

Section 8. *Stock List*.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law.

The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 9. *Initial Meeting.*

Notwithstanding anything in these Bylaws to the contrary, with respect to stockholder nominations of persons for election to the Board of Directors at the Initial Meeting (as such term is defined in Section A of Article VI of the Certificate of Incorporation), the Board of Directors may, in its sole and absolute discretion, establish stockholder nomination notice requirements and procedures to apply in lieu of all or part of the stockholder nomination notice requirements and procedures set forth in Section 1 of this Article I and in the second paragraph of Section 2 of this Article I.

ARTICLE II—BOARD OF DIRECTORS

Section 1. *Number, Election, Term and Qualifications of Directors*.

The effectiveness of the amendment and restatement of these Bylaws shall not change the size or composition of the Board of Directors and the directorships thereon shall continue to have the same voting rights

(or no voting rights) associated therewith as were associated with such directorships prior to the effectiveness of the amendment and restatement of these Bylaws. The directors shall serve for such terms and be subject to such qualifications and requirements as are set forth in the Certificate of Incorporation.

For purposes of these Bylaws and the Certificate of Incorporation, "Independent Director" means a person whom the board of directors affirmatively determines has no material relationship with the listed company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the company). Notwithstanding the foregoing, the following persons shall not be considered an "Independent Director:"

(A) a person who is, or was within the previous three years, an employee, or person whose immediate family member is an executive officer, of the Corporation;

(B) a person who receives, or has received in the three prior years, or whose immediate family member receives, or has received in the three prior years, more than $100,000 per year in direct compensation from the Corporation, other than director and committee fees and pension or other forms of deferred compensation for prior service (provided such compensation is not contingent in any way on continued service);

(C) a person who is, or was within the three prior years, affiliated with or employed by, or whose immediate family member is, or was within the three prior years, affiliated with or employed in a professional capacity by, a present or former internal or external auditor of the Corporation;

(D) a person who is, or was within the three prior years, employed, or whose immediate family member is, or was within the three prior years, employed, as an executive officer of another company where any of the listed company's present executives serve on that company's compensation committee;

(E) a person who is, or was within the three prior years, an executive officer or an employee, or whose immediate family member is, or was an executive officer of a company that makes payments to, or receives payments from, the Corporation for property or services in an amount which, in any single fiscal year, exceeds the greater of $1 million, or 2% of such other company's consolidated gross revenues.

Section 2. *Chairman of the Board and Vice Chairman of the Board.*

The Chairman of the Board shall be the presiding officer at all meetings of the Board of Directors and shall exercise such other powers and perform such other duties as are delegated to him or her by the Board of Directors.

The Vice Chairman of the Board of Directors shall exercise such powers and perform such duties as are delegated to him or her by the Board of Directors.

Section 3. *Newly Created Directorships and Vacancies.*

Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by stockholders), and directors so chosen shall hold office for a term expiring at the next annual meeting of the Class A stockholders and until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

Section 4. *Regular Meetings.*

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 5. *Special Meetings.*

Special meetings of the Board of Directors may be called only by the Chairman of the Board or by a majority of the members of the Whole Board having voting rights and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived by mailing written notice not less than five (5) days before the meeting or by telephone or by telegraphing or telexing or by facsimile or electronic transmission of the same not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 6. *Quorum.*

At any meeting of the Board of Directors, a majority of the total number of the Whole Board shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 7. *Participation in Meetings By Conference Telephone.*

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 8. *Conduct of Business.*

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof having voting rights consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 9. *Compensation of Directors.*

Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of the directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or paid a stated salary or paid other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed compensation for attending committee meetings.

ARTICLE III—COMMITTEES

Section 1. *General.*

The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors. The Board of Directors shall elect a director or directors to serve as the member or members of any such committee, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and

any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. *Executive Committee.*

The executive committee of the Board of Directors (the "Executive Committee") shall consist of the Chairman of the Board, Vice Chairman of the Board, the President, who shall be a non-voting member of the Executive Committee, and three directors who are Class B members of the CBOT Subsidiary. Two such directors may be nominated by the Chairman of the Board, subject to the approval of a majority of the Members of the Whole Board having voting rights and voting thereon. The other shall be elected by the Board of the Directors upon the nomination of directors who are Class B members of the CBOT Subsidiary but every member of the Board of Directors with exception of the President, who is a non-voting member of the Board of Directors, may vote thereon. Following a Qualified Initial Public Offering, the President will be entitled to the same voting rights held by other directors.

To be eligible to serve on the Executive Committee, a director must have served at least one year as a director. The Chairman of the Board shall be the Chairman of the Executive Committee.

Section 3. *Finance Committee.*

The Chairman of the Board, with the approval of a majority of the Members of the Whole Board having voting rights and voting thereon, shall appoint a finance committee of the Board of Directors (the "Finance Committee"), which shall consist of seven members of the Board of Directors. All Finance Committee members shall be Series B-1 members of the CBOT Subsidiary, except that one Finance Committee member may be a Series B-2 member of the CBOT Subsidiary.

Each year the Chairman of the Board shall appoint the Chairman of the Finance Committee for a one-year term. The Chairman of the Board, with the approval of a majority of the Members of the Whole Board having voting rights and voting thereon, shall fill any vacancy in the Finance Committee by appointing another member of the Board of Directors to serve on the Finance Committee.

The responsibilities of the Finance Committee shall be as follows: (a) to oversee the monetary affairs of the Corporation, including cash flow, balance sheet, financing activities and investment of capital; (b) to review and recommend annual budgets and capital expenditure plans for approval of the Board of Directors; (c) to review and recommend specific capital expenditures over an amount to be determined by the Board of Directors; (d) to establish revenue-sharing policies for joint ventures and alliances; (e) to review and recommend service, transaction processing and other service fee structures; and (f) to review and recommend membership dues policy.

Section 4. *Audit Committee.*

The audit committee of the Board of Directors (the "Audit Committee") shall be composed of four members of the Board of Directors nominated by the Chairman of the Board and approved by a majority of the Members of the Whole Board having voting rights and voting thereon.

The Audit Committee shall have such responsibilities as are set forth in a charter approved by the Board of Directors.

Section 5. *Human Resources Committee.*

The human resources committee of the Board of Directors (the "Human Resources Committee") shall be composed of five members of the Board of Directors, including the Chairman of the Board. The Chairman of the Human Resources Committee shall be the Chairman of the Board. The other members of the Human Resources

Committee shall be nominated by the Chairman of the Board and approved by a majority of the Members of the Whole Board having voting rights and voting thereon.

The Human Resources Committee shall have such responsibilities as are set forth in a charter approved by the Board of Directors.

Section 6. *Nominating Committee.*

After the first annual election following completion of a Qualified Initial Public Offering, the Nominating Committee will be dissolved and reconstituted as a committee of the Board of Directors in accordance with the terms and provisions of these Bylaws. The Nominating Committee shall be composed of at least three directors who meet the independence requirements of (a) Section 301 of the Sarbanes-Oxley Act of 2002 and (b) any applicable exchange rules of any exchange on which Class A Common Stock of the Corporation is listed.

After the first annual election following completion of a Qualified Initial Public Offering, the Nominating Committee shall recommend candidates for nomination for election to the Board of Directors to fill the nine (9) director positions available for election by the Class A stockholders. In addition, the Nominating Committee shall consider nominees for directorships submitted by Class A stockholders and shall have such other responsibilities as are set forth in a charter approved by the Board of Directors.

Section 7. *Conduct of Business.*

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Except as otherwise determined by the Board of Directors, adequate provision shall be made for notice to members of all meetings; one-third ($^1/_3$) of the members shall constitute a quorum unless the committee shall consist of one (1) or two (2) members, in which event one (1) member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof (other than the President and Chief Executive Officer as a member of the Executive Committee) consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE IV—OFFICERS

Section 1. *Generally*.

The officers of the Corporation shall consist of a President (who shall also be Chief Executive Officer), one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may from time to time be appointed by the Corporation.

Section 2. *President.*

The President shall be the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he or she shall have the responsibility to carry on the day to day activities of the Corporation, subject to the Board's authority to review the activities of the President and determine the policies of the Corporation, and for the general management and control of the business and affairs of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive and which are delegated to him or her from time to time by the Board of Directors.

Section 3. *Vice President.*

Each Vice President shall have such powers and duties as may be delegated to him or her by the Board of Directors. One (1) Vice President shall be designated by the Board of Directors to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 4. *Treasurer.*

The Treasurer shall have the responsibility for maintaining the financial records of the Corporation. He or she shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Treasurer shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. *Secretary.*

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He or she shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. *Delegation of Authority.*

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 7. *Removal.*

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 8. *Action with Respect to Securities of Other Corporations.*

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V—STOCK

Section 1. *Certificates of Stock.*

The shares of capital stock of the Corporation shall be represented by certificates unless the Board of Directors shall by resolution provide that some or all of any class or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until the certificate is surrendered to the Corporation. Notwithstanding the adoption of any resolution providing for uncertificated shares, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairperson or Vice Chairperson of the Board of Directors, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. The form of such certificates and the signatures thereon shall comply with the requirements of the DGCL. Any or all of the signatures on the certificate may be by facsimile.

Section 2. *Transfers of Stock.*

Transfers of stock shall be subject to the restrictions on transfer set forth in the Certificate of Incorporation and shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued

in accordance with Section 4 of Article V of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. *Record Date.*

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. *Lost, Stolen, Mutilated or Destroyed Certificates.*

In the event of the loss, theft, mutilation or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft, mutilation or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. *Regulations*.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI—NOTICES

Section 1. *Notices.*

If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder ’s address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 2. *Waivers.*

A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

ARTICLE VII—MISCELLANEOUS

Section 1. *Facsimile Signatures.*

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. *Corporate Seal.*

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. *Reliance upon Books, Reports and Records.*

Each director, each member of any committee designated by the Board of Directors and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. *Fiscal Year*.

The fiscal year of the Corporation shall be as fixed by the Board of Directors from time to time.

Section 5. *Time Periods.*

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII—INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. *Right to Indemnification.*

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer, committee member or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, trustee, committee member or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee, committee member or employee or in any other capacity while serving as a director, officer, trustee, committee member or employee shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys'

fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this Article VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Section 2. *Right to Advancement of Expenses*.

In addition to the right to indemnification conferred in Section 1 of this Article VIII, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise.

Section 3. *Right of Indemnitee to Bring Suit.*

If a claim under Section 1 or 2 of this Article VIII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 4. *Non-Exclusivity of Rights*.

The rights to indemnification and to the advancement of expenses conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, Bylaws, agreement, vote of stockholders or directors or otherwise.

Section 5. *Insurance*.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, committee members, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 6. *Indemnification of Agents of the Corporation.*

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. *Nature of Rights.*

The rights conferred upon indemnitees in this Article VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VIII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

ARTICLE IX—AMENDMENTS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the Board of Directors shall require the approval of a majority of the members of the Whole Board having voting rights. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided*, *however*, that any adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders shall require the affirmative vote of a majority of the votes cast on any such properly presented proposal at any annual or special meeting of the stockholders of the Corporation.

* * * *

APPENDIX G

FORM OF AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

(Originally incorporated in the State of Delaware under the name Delaware CBOT, Inc. on May 12, 2000)

ARTICLE I

NAME

The name of the corporation is Board of Trade of the City of Chicago, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is 9 Loockerman Street, in the City of Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation at such address is National Registered Agents, Inc.

ARTICLE III

CORPORATE PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (as amended from time to time, the "DGCL").

ARTICLE IV

MEMBERSHIP

A. *General*.

The Corporation shall have no authority to issue capital stock. The terms and conditions of membership in the Corporation shall be as provided in or pursuant to this Certificate of Incorporation and the Bylaws of the Corporation which incorporate by reference the Rules and Regulations (collectively, the "Rules") of the Corporation (the "Bylaws"), which shall be part of the Bylaws in all respects.

B. *Classes and Series of Membership*.

Membership in the Corporation shall be divided into classes and series as set forth in this Article IV.

1. *Class A Membership*.

There shall be one Class A Membership in the Corporation (the "Class A Membership" and the holder thereof, the "Class A Member"), which Class A Membership shall be held by CBOT Holdings, Inc., a Delaware corporation ("CBOT Holdings"). It shall be a term and condition of such Class A Membership that such membership may not be transferred to or held by any person or entity other than CBOT Holdings unless authorized by an amendment to this Section B(1)) of Article IV. Except to the extent (if any) expressly provided herein or required by law, the Class A Member shall have the right to vote on any matter to be voted on by the members of the Corporation other than on those matters expressly reserved to the vote of the holders of Series B-1 Memberships and Series B-2 Memberships (each as defined in Section B(2) of this Article IV) and shall have the exclusive right to receive any dividend or other distribution (including upon liquidation, dissolution,

winding-up or otherwise) to be declared, paid or distributed by the Corporation (except as provided in Section B(2) of this Article IV), and no other member of or class or series of membership in the Corporation shall be entitled to vote on any matter except as set forth below or to receive any such dividend or other distribution (except as provided in Section B(2) of this Article IV). In addition to those general voting rights of the Class A Membership set forth in this Section B(1) of this Article IV, the affirmative vote of the Class A Membership shall be required to permit the Corporation to approve, in one transaction or in a series of related transactions: (a) any merger or consolidation of the Corporation with or into another entity, (b) any purchase by, investment in, or other acquisition or formation by the Corporation of any business or assets which are, or are intended to be, competitive, as determined by the board of directors of the Corporation (the "Board of Directors") in its sole and absolute discretion, with the business conducted or proposed to be conducted at such time by the Corporation, (c) any sale (or other transfer) to a third party of assets of the Corporation that constitute a significant amount of the total assets of the Corporation, or (d) any dissolution or liquidation of the Corporation. For purposes of clause (c) of the foregoing provision, a significant amount of the total assets of the Corporation shall mean 10% of the fair market value of the assets, both tangible and intangible, of the Corporation as of the time of the approval by the Board of Directors of the proposed sale (or other transfer), as determined by the Board of Directors in its sole and absolute discretion.

2. *Class B Membership*.

(a) Class B Memberships in the Corporation (each a "Class B Membership" and the holder thereof, a "Class B Member") shall represent the right to trade on and otherwise utilize the facilities of the Corporation in accordance with and to the extent permitted by this Certificate of Incorporation, the Bylaws and the Rules. There shall be authorized three thousand six hundred eighty-one (3,681) Class B Memberships, which shall be divided into five (5) series ("Series") as follows:

1,402 Series B-1 Memberships (each, a "Series B-1 Membership" and the holder thereof, a "Series B-1 Member");
867 Series B-2 Memberships (each, a "Series B-2 Membership" and the holder thereof, a "Series B-2 Member");
128 Series B-3 Memberships (each, a "Series B-3 Membership" and the holder thereof, a "Series B-3 Member");
641 Series B-4 Memberships (each, a "Series B-4 Membership" and the holder thereof, a "Series B-4 Member"); and
643 Series B-5 Memberships (each, a "Series B-5 Membership" and the holder thereof, a "Series B-5 Member");

(b) Notwithstanding Section (B)(2)(a) of this Article IV, (i) following the issuance of memberships of the Corporation in the merger of the Corporation with a subsidiary of CBOT Holdings (the "Merger") to be effected in connection with the Restructuring (as defined in this Section (B)(2) of Article IV), the Corporation may issue additional authorized but unissued Series B-2 Memberships only in connection with the conversion of Series B-3 Memberships into Series B-2 Memberships pursuant to Section (D)(3) of this Article IV and no person may become or qualify as a Series B-2 Member following consummation of the Merger at any time by acquiring a theretofore authorized but unissued Series B-2 Membership except as a result of such a conversion, and (ii) the Corporation may issue authorized but unissued Series B-3 Memberships only pursuant to the terms of the agreement and plan of merger relating to the Merger and no person may become or qualify as a Series B-3 Member following consummation of the Merger at any time by acquiring a theretofore authorized but unissued Series B-3 Membership.

(c) Class B Memberships shall have no right to receive any dividend or other distribution (including upon liquidation, dissolution, winding-up or otherwise) to be declared, paid or distributed by the Corporation with the sole exception of the dividend of shares of CBOT Holdings to be declared and paid in connection with the restructuring of the Corporation and the creation of the Class B Memberships (the "Restructuring"). The respective rights and privileges of each Series of Class B Membership shall be as provided in or pursuant to this Certificate of Incorporation, the Bylaws and the Rules.

C. *Class B Voting Rights*.

Except as otherwise expressly provided in this Certificate of Incorporation, the holders of Class B Memberships shall not be entitled to vote on any matter. On any matter on which the holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote together as a single class pursuant to this Certificate of Incorporation, each holder of Series B-1 Memberships shall be entitled to one (1) vote per such membership and each holder of Series B-2 Memberships shall be entitled to one-sixth (1/6) of one (1) vote per such membership.

D. *Special Rights of Class B Membership*.

The holders of each Series of Class B Membership shall have the trading rights and other rights and privileges, and shall be subject to the restrictions, terms and conditions, set forth below.

1. *Series Trading Rights*.

(a) *Series B-1 Memberships*. Each holder of a Series B-1 Membership who satisfies the qualifications for and requirements of Full Membership in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a Full Member as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(b) *Series B-2 Memberships*. Each holder of a Series B-2 Membership who satisfies the qualifications for and requirements of Associate Membership in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, an Associate Member as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(c) *Series B-3 Memberships*. (1) Each holder of a Series B-3 Membership who satisfies the qualifications for and requirements of being a holder of a one-half Associate Membership as set forth in clause (2) of Rule 296.00 of the Rules shall be entitled to the rights and privileges of, and subject to the restrictions, conditions and limitations on, a holder of a one-half Associate Membership as set forth in the Certificate of Incorporation, the Bylaws and the Rules.

(2) Each holder of a Series B-3 Membership who satisfies the qualifications for and requirements of being a holder of a GIM Membership Interest in the Corporation as set forth in clause (1) of Rule 296.00 of the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of a GIM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(d) *Series B-4 Memberships*. Each holder of a Series B-4 Membership who satisfies the qualifications for and requirements of being a holder of an IDEM Membership Interest in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of an IDEM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(e) *Series B-5 Memberships*. Each holder of a Series B-5 Membership who satisfies the qualifications for and requirements of being a holder of a COM Membership Interest in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of a COM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(f) In addition to the rights and privileges set forth above, except as otherwise provided in the Certificate of Incorporation, the Bylaws or the Rules, each holder of a Class B Membership of any Series shall be entitled to all trading rights and privileges with respect to those products that such holder is entitled to trade on the open outcry exchange system of the Corporation or any electronic trading system maintained by the Corporation or any of its affiliates or any of their respective successors or successors-in-interest.

2. *Series B-1 Membership and B-2 Membership Voting Rights.*

(a) In addition to any approval of the Board of Directors required by this Certificate of Incorporation, the Bylaws or applicable law, the affirmative vote of the holders of a majority of the votes cast by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a class based on their respective voting rights at any annual or special meeting of the Corporation, shall be required to adopt any amendment to this Certificate of Incorporation.

(b) In addition to any approval of the Board of Directors required by this Certificate of Incorporation, the Bylaws or applicable law, the affirmative vote of the holders of a majority of the votes cast, except in the case of paragraph (4) below, by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a class based on their respective voting rights at any annual or special meeting of the Corporation, shall be required to adopt any amendment to the Bylaws or the Rules that, in the sole and absolute determination of the Board of Directors, adversely affects:

(1) the allocation of products that a holder of a specific Series of Class B Membership is permitted to trade on the exchange facilities of the Corporation (including both the open outcry trading system and the electronic trading system),

(2) the requirement that, except as provided in that certain Agreement, dated August 7, 2001, between the Corporation and the Chicago Board Options Exchange (the "CBOE"), as modified by that certain Letter Agreement, dated October 7, 2004, between the Corporation, CBOT Holdings and the CBOE, in each case, as may be amended from time to time in accordance with their respective terms, holders of Class B Memberships who meet the applicable membership and eligibility requirements will be charged transaction fees for trades of the Corporation's products for their accounts that are lower than the transaction fees charged to any participant who is not a holder of Class B Membership for the same products, whether trading utilizing the open outcry trading system or the electronic trading system,

(3) the membership qualifications or eligibility requirements for holding any Series of Class B Membership or exercising any of the membership rights and privileges associated with such Series,

(4) the commitment to maintain open outcry markets set forth in Section F of Article IV of this Certificate of Incorporation, which must be approved by a majority of the voting power of the outstanding Series B-1 Memberships and Series B-2 Members, voting together as a class, or

(5) the requirement that any proposal to offer electronic trading between the hours of 6:00 a.m., Central Time, and 6:00 p.m., Central Time, of agricultural contracts or agricultural products currently traded on the Corporation's open outcry markets be approved by the holders of the Series B-1 Memberships and Series B-2 Memberships.

For purposes of Section D(2)(b)(1) of Article IV, the allocation of products that the holders of any Series of Class B Membership are permitted to trade on the exchange facilities of the Corporation shall be deemed to be adversely affected only if a product is eliminated from the allocation of products the holders of a particular Series of Class B Memberships are permitted to trade.

(c) In addition to their right to vote on the matters specified in the preceding paragraph (a), holders of Series B-1 Memberships and Series B-2 Memberships shall also be entitled, at any annual or special meeting of members, to (i) adopt, repeal or amend the Bylaws of the Corporation, or (ii) make non-binding recommendations that the Board of Directors of the Corporation consider proposals that require the approval of the Board of Directors, including recommendations that the board consider a specific proposal, in each case subject to such requirements and conditions for the initiation of proposals by members as may be stated in this Certificate of Incorporation or in the Bylaws. Any proposal brought pursuant to Section D(2)(c) of this Article IV shall require the affirmative vote of the holders of a majority of the votes cast by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a single class based on their respective voting rights, at any annual or special meeting of the Corporation.

(d) On any matter on which holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote pursuant to paragraphs (a), (b) and (c) of this Section D(2) of Article IV, such holders of Series B-1 Memberships and Series B-2 Memberships shall be the only members of the Corporation entitled to vote thereon. Holders of Series B-1 Memberships and Series B-2 Memberships shall have no other voting rights except as expressly set forth herein and shall not have the right to take action by written consent in lieu of a meeting. One-third of the total voting power of the Series B-1 Memberships and Series B-2 Memberships present in person or by proxy shall constitute a quorum at any meeting to take action on the matters as to which such holders are entitled to vote pursuant to paragraphs (a), (b) and (c) of Section (D)(2) of this Article IV. Series B-3 Memberships, Series B-4 Memberships and Series B-5 Memberships shall have no right to vote on any matters or to initiate any proposals at or for any meeting of members. For purposes of any vote of the holders of Series B-1 Memberships and Series B-2 Memberships permitted by this Certificate of Incorporation, the Board of Directors shall be entitled to fix a record date, and only holders of record as of such record date shall be entitled to vote on the matter to be voted on.

3. *Conversion Rights of Series B-3 Memberships.*

(a) *Conversion.* Subject to, and upon compliance with, the provisions of this Section D(3) of Article IV, any two (2) Series B-3 Memberships shall be convertible at the option of the holder into one (1) Series B-2 Membership.

(b) *Mechanics of Conversion.* A holder of Series B-3 Memberships may exercise the conversion right specified in Section D(3)(a) of Article IV by delivering to the Corporation or any transfer agent of the Corporation written notice stating that the holder elects to convert such memberships, accompanied by the certificates or other instruments, if any, representing the memberships to be converted. Conversion shall be deemed to have been effected on the date when delivery of such written notice, accompanied by such certificate or other instrument, if any, is made, and such date is referred to herein as the Conversion Date. As promptly as practicable after the Conversion Date, the Corporation may issue and deliver to or upon the written order of such holder a certificate or other instrument, if any, representing the number of Series B-2 Memberships to which such holder is entitled as a result of the exercise of such conversion right. The person in whose name the certificates or other instruments representing Series B-2 Memberships are to be issued shall be deemed to have become the holder of record of such Series B-2 Memberships on the applicable Conversion Date.

(c) *Memberships Reserved for Issuance.* The Corporation shall take all actions necessary to reserve and make available at all times for issuance upon the conversion of Series B-3 Memberships, such number of Series B-2 Memberships as are issuable upon the conversion of all outstanding Series B-3 Memberships.

E. *Restriction on Transfer.*

1. Except as otherwise provided in this Section E of Article IV, no Class B Membership may be sold, transferred or otherwise disposed of (excluding any hypothecation thereof) except (a) by operation of law, (b) in a bona fide pledge to a commercial bank, a savings and loan institution or any other lending or financial institution or any Class B Member or clearing member of the CBOT Subsidiary as security for obligations of the holder incurred to acquire a membership in the CBOT Subsidiary, or (c) in a transaction consummated in connection with and conditioned upon the sale, transfer or disposition of shares of Series A-1, Class A Common Stock of CBOT Holdings ("Series A-1 Common Stock"), Series A-2, Class A Common Stock of CBOT Holdings ("Series A-2 Common Stock") or Series A-3 Class A Common Stock of CBOT Holdings ("Series A-3 Common Stock," and together with Series A-1 Common Stock and the Series A-2 Common Stock, the "Restricted Class A Common Stock"), that results in the number of shares of Restricted Class A Common Stock associated with the series of such Class B Membership, as set forth hereinafter in this Section E of Article IV, being simultaneously sold, transferred or disposed of to the same transferee of such Class B Membership. The number of shares of Common Stock that must be sold, transferred or otherwise disposed of in accordance with the preceding sentence is as follows: at least nine thousand one hundred fourteen (9,114) shares of Series A-1 Common Stock, nine

thousand one hundred twelve (9,112) shares of Series A-2 Common Stock and Series A-3 Common Stock with one (1) Series B-1 Membership; at least three thousand three hundred thirty-four (3,334) shares of Series A-1 Common Stock, three thousand three hundred thirty-three (3,333) shares of Series A-2 Common Stock or three thousand three hundred thirty-three (3,333) shares of Series A-3 Common Stock with one (1) Series B-2 Membership; at least one thousand six hundred sixty-eight (1,668) shares of Series A-1 Common Stock, one thousand six hundred sixty-six (1,666) shares of Series A-2 Common Stock or one thousand six hundred sixty-six (1,666) shares of Series A-3 Common Stock with one (1) Series B-3 Membership; at least three hundred sixty-eight (368) shares of Series A-1 Common Stock, three hundred sixty-six (366) shares of Series A-2 Common Stock or three hundred sixty-six (366) shares of Series A-3 Common Stock with one (1) Series B-4 Membership; and at least eight hundred thirty-four (834) shares of Series A-1 Common Stock, eight hundred thirty-three (833) shares of Series A-2 Common Stock or eight hundred thirty-three (833) shares of Series A-3 Common Stock with one (1) Series B-5 Membership. Notwithstanding the foregoing, for purposes of satisfying the requirements of this Section E(1) of Article IV, a holder of Restricted Class A Common Stock shall not be obligated to sell, transfer or dispose of any Class A Common Stock for which the applicable transfer restrictions have expired in connection with the lapse of the applicable transfer restriction period and have converted into unrestricted Class A Common Stock.

2. The restrictions contained in this Section E of Article IV shall be terms and conditions of membership in the Corporation and any purported sale, transfer or other disposition of a Class B Membership not in accordance with this Section E of Article IV shall be void and shall not be recorded on the books of or otherwise recognized by the Corporation.

3. If and when a majority of the outstanding Class A Common Stock of CBOT Holdings, voting together as a single class, approves a proposal to provide the board of directors of CBOT Holdings the power to authorize CBOT Holdings to issue all or any portion of the authorized shares of capital stock of CBOT Holdings that remain unissued after the issuance of shares in conjunction with the Restructuring in one or more transactions of any nature when and if determined by the board of directors of CBOT Holdings in its sole discretion (the "Second Approval") the reciprocal restrictions on transfer described in Section E(1) above will terminate and Class B Memberships will thereafter be transferable without the applicable Series A-1 Common Stock, Series A-2 Common Stock and Series A-3 Common Stock, subject to any applicable membership requirements of the Corporation and any other restrictions imposed by the Bylaws, Rules and Regulations or applicable law.

F. *Commitment to Maintain Open Outcry Markets.* Subject to the terms and conditions of this Section F of Article IV, the Corporation shall maintain open outcry markets operating as of the effective date of the amendment and restatement of this Certificate of Incorporation creating Class B Memberships (the "Effective Date") and provide financial support to each such market for technology, marketing and research, which the Board of Directors determines, in its sole and absolute discretion, is reasonably necessary to maintain each such open outcry market.

Notwithstanding the foregoing or any other provision of this Certificate of Incorporation, the Board of Directors may discontinue any open outcry market at such time and in such manner as it may determine if (1) the Board of Directors determines, in its sole and absolute discretion, that a market is no longer "liquid" or (2) the holders of a majority of the voting power of the then outstanding Series B-1 Memberships and Series B-2 Memberships, voting together as a single class based on their respective voting rights, approve the discontinuance of such open outcry market.

For purposes of the foregoing, an open outcry market will be deemed "liquid" for so long as it meets either of the following tests, in each case as measured on a quarterly basis:

(a) if a comparable exchange-traded product exists, the open outcry market has maintained at least 30 percent (30%) of the average daily volume of such comparable product (including for calculation purposes, volume from Exchange-For-Physicals transactions in such open outcry market); or

(b) if no comparable exchange-traded product exists, the open outcry market has maintained at least 40 percent (40%) of the average quarterly volume in that market as maintained by the Corporation in 2001 (including, for calculation purposes, volume from Exchange-For-Physicals transactions in such open outcry market).

The commitment to maintain open outcry markets set forth in this Section F of Article IV will not apply to markets introduced after the Effective Date.

ARTICLE V

MANAGEMENT OF AFFAIRS

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. In accordance with Sections 141(a) and 141(j) of the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, the composition of which shall be as set forth in Article VI of this Certificate of Incorporation. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation, the Bylaws or the Rules, the directors are hereby empowered to exercise all powers and do all acts and things as may be exercised or done by the Corporation.

B. A special meeting of members shall be called by the Chairman of the Board or the Board of Directors upon receipt by the Chairman of the Board or the Secretary of the Corporation of a written demand of the holders of Series B-1 Memberships and Series B-2 Memberships entitled to cast 10% of the total number of votes entitled to be cast at such meeting. Any such written demand shall specify the purpose of such special meeting and the special meeting so called shall be limited to the purpose so set forth. The written demand shall also specify the date of such special meeting that shall be a business day not less than ten (10) nor more than sixty (60) days from the date of such written demand. The purpose of any special meeting shall be stated in the notice thereof.

C. Any action required or permitted to be taken by the members of the Corporation must be effected at a duly called annual or special meeting of members of the Corporation and may not be effected by any consent in writing by such members, provided that the Class A Member shall have the right to effect by consent in writing any action which would require the approval of the Class A Member at a duly called annual or special meeting of the members of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

A. *Designation of Directors Prior to a Qualified Initial Public Offering.* After the Effective Date but prior to a Qualified Initial Public Offering, the members of the Board of Directors of the Corporation shall not be elected by the members of the Corporation but, rather, shall be those persons who are serving as directors of CBOT Holdings from time to time; such persons shall automatically become directors of the Corporation if they are directors of CBOT Holdings, and shall automatically cease to be directors of the Corporation if they cease to be directors of CBOT Holdings. The Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Chairman of the Board of Directors and the Vice Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Vice Chairman of the Board of Directors. Pursuant to Section 141(a) of the DGCL, the person appointed to serve as President and Chief Executive Officer of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, not be entitled to any voting rights held by other directors. For purposes of this Certificate of Incorporation, the term “Qualified Initial Public Offering” shall mean an initial public offering of Class A Common Stock of CBOT Holdings, which has occurred following the Second Approval, that has been underwritten by one or more nationally recognized underwriting firms, following which shares of Class A Common Stock of CBOT Holdings are listed on a national securities exchange.

B. *Designation and Election of Directors Following a Qualified Initial Public Offering.* Upon completion of a Qualified Initial Public Offering, the Board of Directors will be reconstituted such that it is composed of seventeen directors and classified into two classes of nine and eight directors, respectively, each elected to serve for two-year terms. There will be eleven directors designated as "Parent Directors" and six directors designated as "Subsidiary Directors." Upon election or appointment as Parent Directors of CBOT Holdings, the Parent Directors shall automatically become members of the Board of Directors and shall continue to hold such directorships for so long as they remain members of the board of directors of CBOT Holdings. The Subsidiary Directors shall be elected by the holders of Series B-1 Memberships ("Series B-1 Members") and the holders of Series B-2 Memberships ("Series B-2 Members"), voting together as a single class according to their respective voting power, beginning with the first annual election following completion of a Qualified Initial Public Offering for two-year terms. The following qualifications for Subsidiary Directors shall apply: four directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be Series B-1 Members and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations and two directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be Series B-2 Members and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations. The Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Chairman of the Board of Directors and the Vice Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Vice Chairman of the Board of Directors. The President and Chief Executive Officer of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be entitled to the same voting rights held by other directors.

ARTICLE VII

NOMINATING COMMITTEE

Upon completion of a Qualified Initial Public Offering, the Corporation shall maintain an elected nominating committee (the "Nominating Committee'), which shall receive proposals from the holders of Series B-1 Memberships and Series B-2 Memberships, review the qualifications of proposed individuals and such other individuals as the Nominating Committee may from time to time select, and advise the Board of Directors of the Corporation as to its recommendations for the nomination of individuals to serve as directors of the Corporation. The members of the Nominating Committee shall be subject to the qualifications set forth below in Section A of Article VII.

A. *Composition.* The Nominating Committee shall be composed of five persons, including (a) four persons who shall, on the date of their first nomination or selection as nominees for election to the Nominating Committee, be Series B-1 Members and (b) one person who shall, on the date of his or her first nomination or selection as a nominee for election to the Nominating Committee, be a Series B-2 Member. Any member of the Nominating Committee who, at any time during his or her term of office, fails to continue to satisfy the qualifications under which he or she was last elected to the Nominating Committee shall thereupon cease to be qualified to serve as a member of the Nominating Committee and the term of office of such person on such committee shall automatically end.

B. *Election.* Members of the Nominating Committee shall be elected by Series B-1 Members and Series B-2 Members, voting together as a single class according to their respective voting power, for a term of three years.

C. *Organization.* The Nominating Committee shall elect its own chairman, who for so long as he or she serves in such capacity shall at all times be a Series B-1 Member.

D. *Term Limits.* Members of the Nominating Committee may not be elected or appointed to serve again as a member of the Nominating Committee until the third annual meeting following the annual meeting at which his

or her term ended. However, there is no other limit to the number of terms a member of the Nominating Committee may serve.

E. *Removal; Vacancies.* Members of the Nominating Committee may be removed by a majority of the Series B-1 Members and Series B-2 Members, voting together as a single class according to their respective voting power, with or without cause. Any vacancies in the Nominating Committee shall be filled by the Board of Directors of the Corporation, and members so chosen shall hold their position for a term expiring at the next annual meeting of the members of the Corporation.

ARTICLE VIII

AMENDMENT OF BYLAWS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation, provided that any change to the matters set forth in Section D(2)(b) of Article IV shall also require the approval of holders of Series B-1 Memberships and Series B-2 Memberships as specified therein. The Series B-1 Members and Series B-2 Members shall also have power to adopt, amend or repeal the Bylaws. The only members of the Corporation with any power to adopt, amend or repeal the Bylaws or the Rules of the Corporation shall be the Series B-1 Members and Series B-2 Members, as set forth in Section (D)(2) of Article IV of this Certificate of Incorporation, and no other member of, or class or series of membership in, the Corporation shall have any such power.

ARTICLE IX

LIMITATION OF LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director, except for liability (A) for any breach of the director's duty of loyalty to the Corporation or its members, (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (C) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification. For purposes of this Article IX, the term "director" shall, to the fullest extent permitted by the DGCL, include any person who, pursuant to this Certificate of Incorporation, is authorized to exercise or perform any of the powers or duties otherwise conferred upon a board of directors by the DGCL.

ARTICLE X

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware, and all rights conferred upon the members of the Corporation are granted subject to this reservation. Any amendment of, or repeal of any provision contained in, this Certificate of Incorporation shall require, first, the approval of the Board of Directors and, second, the approval of the Series B-1 Members and Series B-2 Members, voting together as a single class. No other Members or Membership class shall be entitled to vote thereon and such amendment or repeal shall require the approval of the holders of a majority of the votes cast on any such properly presented proposal at any annual or special meeting of the members of the Corporation.

* * * *

APPENDIX H

FORM OF AMENDED AND RESTATED BYLAWS

OF

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

These Bylaws shall take effect at the effective time (the "Effective Time") of the Amended and Restated Certificate of Incorporation (as amended from time to time, the "Certificate of Incorporation") of Board of Trade of the City of Chicago, Inc. (the "Corporation") to be filed with the Secretary of State of the State of Delaware in connection with the merger of the Corporation and the restructuring thereof (the "Restructuring") as described in the Registration Statement filed with the Securities and Exchange Commission in connection with the Restructuring; provided that, any limitation or restriction heretofore contained in the Bylaws, Rules and Regulations of the Corporation with respect to the rights of any holder of a Full Membership, Associate Membership, one-half participation interest in an Associate Membership, which shall constitute a membership in the Corporation of the same class as a GIM Membership Interest, GIM Membership Interest, IDEM Membership Interest or COM Membership Interest to receive the dividend to be declared and distributed in connection with the Restructuring shall be and hereby is eliminated immediately upon the adoption of these Bylaws and the holders of each of the foregoing classes of membership shall be deemed to be members of the Corporation (of their respective class) as that term is used in the Delaware General Corporation Law (as amended from time to time, the "DGCL").

Capitalized terms used but not otherwise defined herein (including the Rules) shall have the meaning given to such terms in the Certificate of Incorporation.

ARTICLE I—RULES AND REGULATIONS

Section 1. *Incorporation of Rules and Regulations.*

In accordance with the Certificate of Incorporation of the Corporation, the Rules and the Regulations, each as they may be amended from time to time, are hereby incorporated by reference into and made part of these Bylaws. For purposes of clarity, each reference to Full Memberships, Associate Memberships, GIM Membership Interests, IDEM Membership Interests and COM Membership Interests in the Rules and Regulations shall be deemed to refer to a Series B-1, B-2, B-3, B-4 and B-5 Membership, respectively. In addition, each reference to a one-half participation in an Associate Membership in the Rules shall, unless the context indicates otherwise, be deemed to refer to a Series B-3 Membership.

Section 2. *Member Consent to Be Bound.*

Applicants for membership and any person or entity holding any membership in the Corporation shall be required to sign a written agreement to observe and be bound by the Certificate of Incorporation, the Bylaws and the Rules of the Corporation, as each may be amended from time to time. In addition, the Board of Directors may adopt interpretations of the Certificate of Incorporation, Bylaws and the Rules ("Interpretations") which shall be incorporated into and deemed to be Rules.

ARTICLE II—MEMBERSHIP

Section 1. *Terms and Conditions.*

The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations of members, member firms and delegates, shall be as provided herein, in the Certificate of

Incorporation and in the Rules. Without limiting the foregoing, requirements with respect to, and restrictions and limitations on, the ownership, use, purchase, sale, transfer or other disposition of any membership or interest therein, or any other interest of or relating to the Corporation or membership therein, including the payment of proceeds from the sale, transfer or other disposition of any membership or interest therein, shall be as provided herein, in the Certificate of Incorporation and in the Rules, or as otherwise provided in accordance with applicable law.

Section 2. *Voting Rights.*

Members shall have such voting rights as are specified in the Certificate of Incorporation. To the extent authorized by the Certificate of Incorporation, the Board of Directors shall be entitled to fix a record date for purposes of determining the members entitled to vote on any matter. Except as expressly provided in the Certificate of Incorporation of the Corporation, on any matter upon which the holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote, such members shall have the authority to authorize such proposal on the affirmative vote of a majority of votes cast at any annual or special meeting of the members of the Corporation.

Section 3. *Annual and Special Meetings.*

1. Prior to a Qualified Public Offering, the directors of the Corporation shall be elected by the holder of the Class A Membership at an annual meeting to be held on a date designated by the Board of Directors (the "Annual Meeting"), provided that no annual meeting need be held if the holder of the Class A Membership has elected directors by written consent without a meeting. Upon completion of a Qualified Initial Public Offering, the Subsidiary Directors shall be elected by the Series B-1 Members and the Series B-2 Members at the Annual Meeting. Special meetings of the members may be called only by those persons, and in the manner specified, in the Certificate of Incorporation.

2. Nominations of persons for election to the Board of Directors or the Nominating Committee may be made at the Annual Meeting (a) pursuant to the Corporation's notice with respect to such meeting, (b) by or at the direction of the Board of Directors or (c) by any Series B-1 Member or any Series B-2 Member in good standing with the Corporation who was a member in good standing at the time of the giving of the notice provided for in the following paragraph, who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this section.

3. For nominations to be properly brought before an Annual Meeting by a Series B-1 Member or Series B-2 Member pursuant to clause (c) of the foregoing paragraph, (1) the member must have given timely notice thereof in writing to the Secretary of the Corporation, (2) if the member has provided the Corporation with a Solicitation Notice, as that term is defined in subclause (b)(iii) of this paragraph, such member must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such member to be sufficient to elect the nominee or nominees proposed to be nominated by such member, and must, in either case, have included in such materials the Solicitation Notice and (3) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the member proposing such nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this section. To be timely, a member's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than twenty (20) or more than sixty (60) days prior to the first anniversary (the "Anniversary") of the date on which the Corporation first mailed its proxy materials for the preceding year's Annual Meeting; provided, however, that for purposes of the first Annual Meeting following the Effective Time, or if the date of an Annual Meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's Annual Meeting, notice by the member to be timely must be so delivered not earlier than the 90th day prior to such Annual Meeting and not later than the close of business on the later of (i) the 45th day prior to such Annual Meeting or (ii) the 10th day following the day on which public announcement of the date of such meeting is first made. Such member's notice shall set forth: (a) as to each person whom the member proposes to nominate for election or

reelection as a director or member of the Nominating Committee (x) the person's name and a brief description of the current positions and directorships such person holds; (y) whether the member proposes to nominate such person to be a Series B-1 Director, a Series B-2 Director or a member of the Nominating Committee and, if applicable, a statement that such person satisfies the applicable criteria for Series B-1 Directors, Series B-2 Directors or members of the Nominating Committee, as applicable, and (z) such person's written consent to serve as a director or member of the Nominating Committee, as applicable if elected and, if applicable, a written undertaking to promptly provide to the Secretary of the Corporation upon request any information that the Corporation deems to be relevant to the determination of whether such person satisfies the applicable criteria for Series B-1 Directors, Series B-2 Directors or members of the Nominating Committee, as applicable; (b) as to the member giving the notice (i) the name and address of such member, as they appear on the Corporation's books, (ii) the series and number of memberships of the Corporation that are owned by such member, and (iii) whether such member intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

4. In the event that (a) a member proposes to nominate an individual for election or reelection as a director of the Corporation or as a member of the Nominating Committee; (b) such member has satisfied each of the terms and conditions set forth in paragraph (3) of this Section 3 for the nomination of such nominee; and (c) such member has delivered to the Secretary of the Corporation a written petition executed by at least forty persons who are holders of a Series B-1 Membership proposing to nominate such nominee, the Corporation shall, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, use commercially reasonable efforts to include the name of such nominee and all other information required as a matter of law in such proxy statement and form of proxy.

5. Notwithstanding anything in the second sentence of the third paragraph of this Section 3 to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least fifty-five (55) days prior to the Anniversary, a member's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

6. Only persons nominated in accordance with the procedures set forth in this Section 3 shall be eligible to be elected as directors or members of the Nominating Committee at an Annual Meeting. The chairman of the meeting shall have the power and the duty to determine whether a nomination to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination is not in compliance with these Bylaws, to declare that such defectively proposed nomination shall not be presented for member action at the meeting and shall be disregarded.

7. For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service.

Section 4. *Notice of Meetings.*

Written notice of the place, date, and time of all meetings of the members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the DGCL or the Certificate of Incorporation of the Corporation). The notice of any special meeting of members shall also state the purpose or purposes for which such meeting is called.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which members and

proxy holders may be deemed to be present in person and vote at such adjourned meeting is announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which members and proxy holders may be deemed to be present in person and vote at such adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting without regard to the presence of a quorum at such adjournment.

Section 5. *Quorum.*

The presence of the holder of the Class A Membership, in person or by proxy, shall constitute a quorum with respect to any matter on which the holder of the Class A Membership is entitled to vote pursuant to the Certificate of Incorporation, or any meeting called to vote on such matters.

With respect to any matter on which the holders of Class B Memberships are entitled to vote pursuant to the Certificate of Incorporation, or any meeting called to vote on such matters, the presence of holders of Class B Memberships, in person or by proxy, representing one-third of the votes entitled to be cast on such matters, shall constitute a quorum. If a quorum shall fail to attend any meeting, the chairman of the meeting or, in his or her absence, the Chairman of the Board of Directors or the President may adjourn the meeting to another place, if any, date or time.

Section 6. *Organization.*

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board of Directors or, in his or her absence, such person as may be chosen by the holder of the Class A Membership, shall call to order any meeting of the members and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 7. *Conduct of Business.*

The chairman of any meeting of members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

Section 8. *Proxies and Voting.*

At any meeting of the members, every member entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 9. *Written Consent of Members in Lieu of Meeting.*

Except as otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of members of the Corporation, or any action which may be taken at any annual or special meeting of the members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members that

would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of members to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section.

ARTICLE III—BOARD OF DIRECTORS

Section 1. *General.* The Board of Directors shall be comprised of such persons, who shall be subject to such qualifications, shall be appointed in such manner and shall have and exercise such powers, as provided in the Certificate of Incorporation.

Section 2. *Quorum.* A majority of the total number of directors then in office shall constitute a quorum of the Board of Directors.

Section 3. *Attendance at Board Meetings.*

Members of the Board of Directors or any committee who are physically present at a meeting of the Board of Directors or any committee may adopt as the procedure of such meeting that, for quorum purposes or otherwise, any member not physically present but in continuous communication with such meeting shall be deemed to be present. Continuous communication shall exist only when, by conference telephone or similar communications equipment, a member not physically present is able to hear and be heard by each other member deemed present, and to participate in the proceedings of the meeting.

Section 4. *Regular Meetings.*

The Board of Directors shall hold regular meetings at such times as the Board of Directors may determine from time to time.

Section 5. *Special Meetings.*

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President, and shall be called by the Secretary upon the written request of three Directors. The Secretary shall give at least one hour's notice of such meetings either by announcement on Change or by call letter.

Section 6. *Certain Rights and Restrictions.*

The right of any person to vote, participate or take any action in any capacity as a member of the Board of Directors or any committee, panel or other body shall be subject to such requirements and restrictions as may be provided herein, in the Certificate of Incorporation and in the Rules.

ARTICLE IV—COMMITTEES AND DEPARTMENTS

Section 1. *General.*

To the fullest extent permitted by law and the Certificate of Incorporation, the Board of Directors shall have the power to appoint, and to delegate authority to, such committees of the Board of Directors as it determines to be appropriate from time to time.

Section 2. *Additional and Standing Committees.*

In addition to such committees as may be authorized by the Board of Directors from time to time, the Corporation shall have such additional and standing committees, which shall be comprised of such persons having such powers and duties, as provided in the Rules. Any person may be disqualified from serving on or participating in the affairs of any committee to the extent provided in the Rules.

Section 3. *Departments.*

The Corporation shall have such departments as are authorized in or in accordance with the Rules.

ARTICLE V—OFFICERS

Section 1. *General.*

The Corporation shall have such officers, with such powers and duties, as provided herein and in the Certificate of Incorporation.

Section 2. *Chairman of the Board.*

The Chairman of the Board of Directors of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors of the Corporation, be the Chairman of the Board of Directors of the Corporation.

Section 3. *President.*

The President shall be the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he or she shall have the responsibility to carry on the day to day activities of the Corporation, subject to the Board's authority to review the activities of the President and determine the policies of the Corporation, and for the general management and control of the business and affairs of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive and which are delegated to him or her from time to time by the Board of Directors.

Section 4. *Officers Other Than President.*

The Board of Directors shall appoint such Vice Presidents as it may deem necessary or desirable for the efficient management and operation of the Corporation. The Executive Vice President and any other Vice Presidents shall be responsible to the President. The Board of Directors shall also appoint such other officers as may be necessary. The Board of Directors may prescribe the duties and fix the compensation of all such officers and they shall hold office during the will of the Board of Directors.

Section 5. *Bonding of Employees.*

The President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer shall be placed under bond of $50,000 each, premiums to be paid out of the general funds of the Corporation; and such other employees of the Office of the Secretary, who handle funds of the Corporation, shall be bonded in the sum of $5,000 each, premiums to be paid out of the general funds of the Corporation.

Section 6. *Secretary.*

The Secretary shall perform such duties as may be delegated to him or her by the Board of Directors or the President. In addition he or she shall be charged with the following specific duties:

(a) To take charge of the books, papers, and corporate seal of the Corporation;

(b) To attend all meetings of the Corporation and the Board of Directors, and to keep official records thereof;

(c) To give notices when required of all Board of Directors and membership meetings;

(d) To conduct the correspondence of the Corporation under the direction of the proper officers;

(e) To furnish to the Chairman of every Special Committee a copy of the resolution whereby such Committee was created;

(f) To post all notices which may be required to be posted upon the bulletin board;

(g) To keep his or her office open during usual business hours;

(h) To see that the rooms and property of the Corporation are kept in good order;

(i) To attest, upon behalf of the Corporation, all contracts and other documents requiring authentication;

(j) To permit members to examine the records of the Corporation upon reasonable request; and

(k) To post on the bulletin board from time to time the names of all warehouses, the receipts of which are declared regular for delivery, and also, upon direction of the Board of Directors, to post any fact tending to impair the value of receipts issued by such warehouses.

Section 7. *Assistant Secretaries.*

Assistant Secretaries shall perform such duties as the Secretary or the Board of Directors may require, and shall act as Secretary in the absence or disability of the Secretary.

Section 8. *Treasurer.*

The Treasurer shall have general charge of all funds belonging to the Corporation, and shall be charged with the following specific duties:

(a) The Treasurer shall receive from the Secretary deposit of funds belonging to the Corporation. Checks in amounts over $10,000 shall be signed by either the President, the Chief Financial Officer, the Treasurer, the Secretary or the Assistant Secretary and countersigned by the Chairman of the Board of Directors, a Vice Chairman of the Board of Directors or one (1) of the three (3) other elected members of the Executive Committee;

(b) To make an annual report to the Corporation of all receipts and disbursements; and

(c) To keep all of his or her accounts in permanent books of account belonging to the Corporation, which books shall at all times be open to the examination of the Board of Directors or any committee thereof.

Section 8. *Assistant Treasurer.*

The Assistant Treasurer shall perform such duties as the Treasurer or the Board of Directors may require, and shall act as Treasurer in the absence or disability of the Treasurer.

ARTICLE VI—NOTICES

Section 1. *Notices.*

Except as otherwise specifically provided herein or required by law, all notices required to be given to any member, director, committee member, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage

paid, or by sending such notice by prepaid telegram or mailgram. Any such notice shall be addressed to such member, director, committee member, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by telegram or mailgram, shall be the time of the giving of the notice.

Section 2. *Waivers.*

A written waiver of any notice, signed by a member, director, committee member, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such member, director, committee member, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VII—MISCELLANEOUS

Section 1. *Facsimile Signatures.*

Facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. *Corporate Seal.*

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. *Reliance upon Books, Reports and Records.*

Each director and each member of any committee designated by the Board of Directors, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. *Fiscal Year.*

The fiscal year of the Corporation shall be as fixed by the Board of Directors from time to time.

Section 5. *Time Periods.*

Except as otherwise specifically provided, in applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII—INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. *Right to Indemnification.*

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a

"proceeding"), by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation or is or was serving at the request of the Corporation as a Director, officer, trustee, committee member or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, trustee, committee member or employee or in any other capacity while serving as a Director, officer, trustee, committee member or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this Article VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Section 2. *Right to Advancement of Expenses.*

The right to indemnification conferred in Section 1 of this Article VIII shall include the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this Article VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, officer, committee member or employee and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 3. *Right of Indemnitee to Bring Suit.*

If a claim under Section 1 or 2 of this Article VIII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification

or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 4. *Non-Exclusivity of Rights.*

The rights to indemnification and to the advancement of expenses conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, Bylaws, agreement, vote of members or disinterested Directors or otherwise.

Section 5. *Insurance.*

The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, committee member, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 6. *Indemnification of Agents of the Corporation.*

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. *Corporation Defense Expenses.*

Any member or member firm who fails to prevail in a lawsuit or any other type of legal proceeding instituted by that member or member firm against the Corporation or any of its officers, Directors, committee members, employees or agents must pay to the Corporation all reasonable expenses, including attorney's fees, incurred by the Corporation in the defense of such proceeding. Any member or member firm required to compensate the Corporation pursuant to this section shall be assessed interest on such amount at the rate of Prime plus one percent (1%), which interest shall accrue from the date such amount was demanded in writing after the member or member firm failed to prevail in a lawsuit or any other type of legal proceeding against the Corporation.

ARTICLE IX—AMENDMENTS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation; provided that any change to the matters set forth in Section (D)(2)(a) of Article IV of the Certificate of Incorporation shall also require the approval of Series B-1 Members and Series B-2 Members as specified therein. Series B-1 Members and Series B-2 Members shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided*, *however*, that any adoption, amendment or repeal of the Bylaws of the Corporation by Series B-1 Members and Series B-2 Members shall require the affirmative vote of a majority of the votes cast on any such properly presented proposal at any annual or special meeting of the members of the Corporation.

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APPENDIX I

FORM OF TECHNICAL AMENDMENTS
TO THE AMENDED AND RESTATED BYLAWS OF
BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

ARTICLE II MEMBERS AND OTHER INTEREST HOLDERS*

SECTION 1 *Terms and Conditions.*

[(a)] The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations, including trading rights and privileges, of members (Full, Associate or otherwise), member firms, membership interest holders, delegates and all categories and classes of memberships and other interests in the Corporation, shall be as provided herein, in the Certificate of Incorporation and in the Rules and Regulations. Without limiting the foregoing, requirements with respect to, and restrictions and limitations on, the ownership, use, purchase, sale, transfer or other disposition of any membership or interest therein, or any other interest of or relating to the Corporation or membership therein, including the payment of proceeds from the sale, transfer or other disposition of any membership or interest therein, shall be as provided herein, in the Certificate of Incorporation and in the Rules and Regulations, or as otherwise provided in accordance with applicable law.

[(b) For the avoidance of doubt, any limitation or restriction heretofore contained in the Bylaws, Rules and Regulations of the Corporation with respect to the rights of any holder of a Full Membership, Associate Membership, one-half participation interest in an Associate Membership, which shall constitute a membership in the Corporation of the same class as a GIM Membership Interest, GIM Membership Interest, IDEM Membership Interest or COM Membership Interest to receive the dividend to be declared and distributed in connection with the Restructuring shall be and hereby is eliminated and the holders of each of the foregoing classes of membership shall be deemed to be members of the Corporation (of their respective class) as that term is used in the Delaware General Corporation Law (as amended from time to time, the "DGCL").

(c) Each holder of record of a Full Membership, Associate Membership, one-half participation interest in an Associate Membership, GIM Membership Interest, IDEM Membership Interest and COM Membership Interest, in each case, as described in the Rules and Regulations (as determined solely and conclusively by the records of the Corporation) on the effective date of this amendment to the Bylaws, and each transferee who thereafter acquires such membership in accordance with the Certificate of Incorporation, these Bylaws and the Rules and Regulations, shall be deemed to be the legal holder of such membership and a member of the Corporation for purposes of the Delaware General Corporation Law.]

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* Bracketed language denotes proposed additions to the Amended and Restated Bylaws of Board of Trade of the City of Chicago, Inc. to become effective immediately upon approval by the membership.

APPENDIX J

STATUS OF CERTAIN CURRENT CBOT RULES AND REGULATIONS AS A RESULT OF THE RESTRUCTURING TRANSACTIONS

The following summary provides the status of certain CBOT rules and regulations that will either be amended and restated, restated in their entirety or repealed in connection with the completion of the restructuring transactions. Where an existing rule or regulation will be either modified and restated or restated in its entirety, the location of the new provision in the certificate of incorporation of the CBOT Holdings, the form of which is attached to this document as Appendix E, and/or the bylaws of the CBOT Holdings, the form of which is attached to this document as Appendix F, has been identified for your information and reference. However, because changes are being made to many of the restated provisions, you should review and consider carefully the new provisions before voting on the propositions relating to the restructuring transactions. In addition, the CBOT's current rules and regulations and, subject to changes to the rules and regulations occurring from time to time after the date of this document, the form of the rules and regulations of the CBOT subsidiary immediately after the restructuring transactions have been filed as exhibits to the registration statement of which this document is a part. **We urge you to review carefully all of these materials in connection with your consideration of the restructuring transactions.**

We currently expect that these changes to our rules and regulations, which will form part of the bylaws of the CBOT subsidiary and/or the bylaws or certificate of incorporation of CBOT Holdings, as applicable, will take effect at the time that the certificate of incorporation of the CBOT Holdings becomes effective and that the CBOT subsidiary will publish an amended and restated Rulebook as soon as reasonably practicable thereafter. We currently plan to make copies of this new Rulebook available to holders of Class B memberships in the CBOT subsidiary in accordance with our past practice and procedures.

100.00 *Temporary Rule Revision Authority*—Notwithstanding any other provisions of the Corporation's bylaws and rules, the Board of Directors and/or the e-cbot Board of Directors, as applicable, (the "applicable Board") shall be authorized to enact revisions to the Corporation's rules on a temporary basis, without submitting such revisions to a membership vote, subject to the following conditions:

a) The applicable Board shall determine, in its sole discretion, that there is an immediate competitive need for such rule revision and that such revision is in the best interests of the Corporation.

b) Any such rule revision which concerns fees charged by the Corporation shall be consistent with Regulation 450.05.

c) Each rule revision enacted pursuant to this Rule 100.00 shall expire no later than one year after its implementation, unless such revision is duly adopted by membership vote to remain in effect for any period of time beyond one year. (07/01/03)

Rule 100.00 will be repealed.

110.00 *Petition Ballot Vote Communications*—In the event that a ballot vote is forced by petition, all official communications, either written or presented at a Member meeting, will be accompanied by the views of both the Board and the petitioners. The Exchange will provide to the petitioners a minimum of 10 days from the receipt of notice to prepare written or presentation materials to accompany Exchange official communications. The petitioners will be represented by a registered sponsor (an individual who submits the original petitions and who chooses to register as the sponsor) or his designee. If there is no registered sponsor for the petition, the views of the Board and the petitioners should be equitably represented by the Chief Legal Counsel of the Exchange. (01/01/00)

Rule 110.00 will be repealed.

134.00 *Board Member Voting Records*—The voting record (except those involving strategic planning or disciplinary issues) of each individual Board member should be recorded and available the day following the vote at the Secretary's office to any interested Full or Associate Member. (01/01/00)

Rule 134.00 will be repealed.

144.00 *Assistant Secretaries*—Assistant Secretaries shall perform such duties as the Secretary or the Board may require, and shall act as Secretary in the absence or disability of the Secretary. 78 (08/01/94)

Rule 144.00 will be repealed.

156.00 *Nominating Committee*—Until the first business day of January, 2001, the Nominating Committee shall consist of seven members: six elected members and one elected Associate Member whose terms of office shall be three years. Beginning on the first business day of January, 2001, the Nominating Committee shall consist of five members: four elected Full Members and one elected Associate Member whose terms of office shall be three years, except as provided in the Certificate of Incorporation, Exhibit B, Section 7. The Committee members shall elect their own Chairman who shall be a Full Member. The Associate Member shall serve as a full voting member of the Committee. No member of the Nominating Committee shall be eligible for re-election or reappointment for a period of three years after his term expires. 51 (11/01/00)

Rule 156.00 will be repealed. See Article VII of the Amended and Restated Certificate of Incorporation of CBOT Holdings.

162.01 *Standing Committees*—Standing Committees may be made up of full and associate members of the Association and members of the staff of the Association, unless otherwise specifically provided for in the Rules and Regulations. In addition, holders of GIM, IDEM or COM Membership Interests may be appointed by the Chairman of the Board to serve as non-voting advisors to any Committee. The Chairman of the Board and the President shall be ex-officio (non-voting) members of all committees of which they are not regular members. The Chairman of the Board, with the approval of the Board of Directors, may appoint full or associate members to both committees and subcommittees. (08/01/94)

Regulation 162.01 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

162.03 *Executive Committee*—The Executive Committee shall consist of the Chairman of the Board, Vice Chairman of the Board, the President, who shall be a non-voting member of the Committee, and three member Directors. Two such Directors may be nominated by the Chairman of the Board, subject to the approval of the Board. The other shall be elected by the Board in the following manner:

Nominations may be made only by Directors who are members of the Exchange but every member of the Board, except the President, who is a non-voting member of the Board of Directors, may vote. A majority of all votes cast shall be necessary for election. If no nominee shall receive a majority on three ballots, a fourth ballot shall be taken when a plurality shall elect.

To be eligible to serve on the Executive Committee, a Director must have served at least one year as a Director. The Chairman of the Board shall be the Chairman of the Executive Committee. (02/01/01)

Regulation 162.03 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

162.05 *Additional Committees*—In addition to those appointed by the Chairman of the Board, the Board may appoint such committees as it sees fit and prescribe the duties thereof. 1023 (08/01/94)

Regulation 162.05 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

162.09 *Strategy Committee*—The Strategy Committee shall consist of no more than eleven members of the Board. A Vice Chairman of the Board will be Chairman of the Strategy Committee. The Chairman of the Board, with the approval of the Board of Directors, may fill any vacancy on the Committee by appointing another member of the Board to serve on the Committee.

The responsibilities of the Strategy Committee shall be as follows; (a) to review and recommend a strategic plan for the Exchange; (b) to develop and track performance milestones implied in the strategic plan; (c) to ensure that subcommittee activities are consistent with the strategic plan; (d) to establish policies and priorities for addressing member proposals; and (e) to understand the competitive position of the Exchange. (03/01/99)

Regulation 162.09 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

164.00 *Finance Committee*—The Chairman of the Board, with the approval of the Board, shall appoint a Finance Committee, which shall consist of seven members of the Board. All Finance Committee members shall be Full Members, except that one Finance Committee member may be an Associate Member.

Each year the Chairman of the Board shall appoint the Chairman of the Committee for a one-year term provided that the Chairman of the Board upon the effective date of this Rule shall appoint the Chairman of the Committee for a term that shall expire in January 1995.

The Chairman of the Board, with the approval of the Board, shall fill any vacancy in the Committee by appointing another member of the Board to serve on the Committee.

The responsibilities of the Finance Committee shall be as follows: (a) to oversee the monetary affairs of the Exchange, including cash flow, balance sheet, financing activities and investment of member capital; (b) to review and recommend annual budgets and capital expenditure plans for Board approval; (c) to review and recommend specific capital expenditures over an amount to be determined by the Board; (d) to establish revenue-sharing policies for joint ventures and alliances; (e) to review and recommend service, transaction processing and other service fee structures; and (f) to review and recommend membership dues policy. (08/01/94)

Rule 164.00 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

165.02 *Audit Committee*—The Audit Committee shall be composed of four members of the Board nominated by the Chairman of the Board and approved by the majority vote of the Board.

The Audit Committee shall be responsible for (a) recommending the outside auditor to conduct an annual audit of the financial affairs of the Association; (b) approving the scope of such audits; (c) ensuring that adequate financial reporting systems and controls are in place; (d) reviewing the audit findings and management's response to those findings; and (e) ensuring the effectiveness of outside auditors and the internal financial audit staff. (08/01/94)

Regulation 165.02 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

165.03 *Human Resources Committee*—The Human Resources Committee shall be composed of five members of the Board, including the Chairman of the Board. The Chairman of the Committee shall be the Chairman of the Board. The other members of the Committee shall be nominated by the Chairman of the Board and approved by the Board.

The Human Resources Committee shall be responsible for (a) establishing human resource policies; (b) approving, up to certain specified levels which the Board from time to time shall establish, senior management compensation specifically as follows: officer salaries (excluding the salary of the President) and, in conjunction with the President, non-officer salaries; (c) reviewing and recommending senior management appointments; (d) reviewing senior management evaluations, development and succession plans; (e) reviewing and recommending basic organizational structure; and (f) evaluating the performance of the President. (03/01/98)

Regulation 165.03 will be repealed. See Article III of the Amended and Restated Bylaws of CBOT Holdings.

181.00 *Retirement*—The Board is authorized to adopt, maintain, amend, and terminate, from time to time, a plan or plans for the retirement of employees of the Association and its wholly owned subsidiary corporations and for the payment of pensions to such retired employees; provided, however that no such plan or plans shall be applicable to employees who are covered by a collective bargaining agreement pension plan; and provided, further, that no retired employee now receiving retirement compensation shall have his combined Government assistance and retirement compensation which was in effect prior to September 1, 1950, reduced as a result of any such plan or plans. 76 (08/01/94)

Rule 181.00 will be repealed.

184.00 *Appropriations*—There shall be no appropriation of money or property of the Association except for the purpose of its legitimate business or to promote the purposes of its organization. 601 (08/01/94)

Rule 184.00 will be repealed.

185.00 *Repealing Clause*—These Rules shall be effective upon such days as may be proclaimed by the Board. Upon the taking effect of these Rules, all former Rules and Regulations shall be repealed, except as herein provided, and except that prior transactions shall be governed by the Rules previously in effect. 606 (08/01/94)

Rule 185.00 will be repealed.

186.00 *Liability Under Previous Rules and Regulations*—The provisions of the Rules and Regulations in force immediately prior to the adoption of these Rules and Regulations shall be superseded hereby, except that such adoption shall not affect the liability of any member of the Association for any offense theretofore committed, or any rights or liabilities theretofore acquired or incurred. 607 (08/01/94)

Rule 186.00 will be repealed.

188.02 *Service on Board of Directors, Disciplinary Committees, Oversight Committees and Arbitration Panels*—No person shall serve on any disciplinary committee (i.e., Appellate Committee, Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee, Floor Conduct Committee or Hearing Committee), oversight committee (i.e. Regulatory Compliance Committee), arbitration panel or the Board of Directors of the Association:

1) who is found by a final decision or settlement agreement (or absent a finding in the settlement agreement if any acts charged included a disciplinary offense) to have committed a disciplinary offense, as defined in Commodity Futures Trading Commission ("Commission") Regulation 1.63 (a) (6); or

2) whose Commission registration in any capacity has been revoked or suspended; or

3) who is subject to an agreement with the Commission or any self-regulatory organization not to apply for registration; or

4) who is subject to a denial, suspension or disqualification from serving on a disciplinary committee, oversight committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934; or

5) who has been convicted of any felony listed in Section 8a(2) (D) (ii) through (iv) of the Commodity Exchange Act;

for a period of three years from the date of such final decision or for such time as the person remains subject to any suspension, expulsion or has failed to pay any portion of a fine imposed for committing a disciplinary offense, whichever is longer.

All terms used herein shall be defined consistent with Commission Regulation 1.63(a). (11/01/94)

Regulation 188.02 will be amended by deleting the words "or the Board of Directors" in the fourth line of the first paragraph. See Article VI of the Amended and Restated Certificate of Incorporation of CBOT Holdings.

188.05 *Board's Interpretive Authority*—The Board of Directors, pursuant to authority granted to it by Article I, Section 2 of the Amended and Restated Bylaws of the CBOT (the "Bylaws"), may from time to time adopt Interpretations of the Amended and Restated Certificate of Incorporation of the CBOT (the "Charter"), the Bylaws, which include the Rules of the CBOT, and Regulations of the CBOT in a manner that replicates, to the largest extent permissible under the Delaware General Corporation Law, the comparable provisions of the Special Charter, Rules and Regulations of the Board of Trade of the City of Chicago, except as otherwise set forth in the Chapter, Bylaws and Regulations. (10/01/00)

Regulation 188.05 will be repealed.

190.00 *Compensation Information*—Information enumerating all compensation and gifts (over a value of $1,000) from the Exchange of any kind and nature, including, but not limited to, salaries, deferred payments, bonuses, retirement benefits, trusts, and potential severance payments to the President, Executive Vice-Presidents, members of the Board of Directors, or to any organizations, corporations, partnerships, or associations with which the above individuals are associated either as shareholders, partners, or by other means will be made available on a quarterly basis at the Secretary's office to any interested Full or Associate Member requesting this information. (01/01/00) FORMAL INTERPRETATION OF CBOT RULE 190.00-COMPENSATION INFORMATION (Adopted by Board of Directors February 15, 2000)

Pursuant to Rule 190.00, the following information will be made available on a quarterly basis by the Secretary's Office to any Full or Associate member requesting this information:

Compensation

Information enumerating all direct compensation and gifts (over a value of $1,000) from the Exchange of any kind and nature since the beginning of the CBOT's last fiscal year, including but not limited to, salaries, deferred payments, bonuses, retirement benefits, trusts and potential severance payments to the President, Executive Vice-Presidents, and members of the Board of Directors.

Transactions

Information about any transaction or series of similar transactions to which the Exchange or any of its subsidiaries was or is a party, and in which the President, any Executive Vice-President, any member of the Board of Directors, or any immediate family member of such persons, had or has a material interest. An interest shall not be deemed "material" within the meaning of this rule:

(a) Where the interest arises only (i) from such person's position as a director of another corporation or organization which is a party to the transaction; or (ii) from the direct or indirect ownership by such person of less than a ten percent (10%) equity interest in another person (other than a partnership) which is a party to the transaction; or (iii) from both such position and ownership.

(b) Where the interest arises only from such person's position as a limited partner in a partnership in which the person and all other persons specified in the above paragraph have an interest of less than ten percent (10%); or

(c) Where the interest arises solely from the holding of an equity interest (including a limited partnership interest, but excluding a general partnership interest) or a creditor interest in another person that is a party to the transaction with the Exchange or any of its subsidiaries, and the transaction in question represents five percent (5%) or less of the other entity's consolidated gross revenues for its last full fiscal year. (04/01/00)

Rule 190.00 will be repealed.

210.00 *Full Member CBOE "Exercise" Privilege*—In accordance with the Agreement entered into on September 1, 1992 (the "Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), Eligible CBOT Full Members who maintain all appurtenant trading rights and privileges of a full membership, including any new trading rights or privileges granted, assigned or issued to a CBOT full membership to the extent such right or privilege is deemed under the provisions of such Agreement to be appurtenant to a CBOT Full Membership, are eligible to become regular members of the CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation. A CBOT Full Member may delegate all of his trading rights and privileges of full membership to an individual who will then be eligible to become a regular CBOE member pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation; provided, however, if a CBOT Full Member delegates some, but not all, of the appurtenant trading rights and privileges of full membership, then neither the member nor the delegate will be eligible to be a CBOE regular member pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate (See Rule 221.00(g)(ii)) shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation.

For purposes of the Agreement entered into on September 1, 1992 between the Exchange and the CBOE, an Eligible CBOT Full Member means an individual who at the time is the holder of one of the One Thousand Four Hundred Two (1,402) CBOT full memberships ("CBOT Full Memberships") existing on the date of the Agreement and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. In the event a CBOT Full Membership is registered for a partnership, corporation or other entity, only the individual who is the holder of such CBOT Full Membership and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership shall be deemed to be an "Eligible CBOT Full Member." "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Membership, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member. (08/01/94)

Rule 210.00 will be amended and restated as follows:

Full Member CBOE "Exercise" Privilege—In accordance with the Agreement entered into on September 1, 1992 (the "1992 Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), Eligible CBOT Full Members who maintain all appurtenant trading rights and privileges of a Full Membership, including any new trading rights or privileges granted, assigned or issued to a CBOT Full Membership to the extent such right or privilege is deemed under the provisions of such Agreement to be appurtenant to the CBOT Full Membership, are eligible to become regular members of the CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation.—("Article Fifth(b)"), as follows:

(a) A CBOT Full Member may delegate all of his trading rights and privileges of Full Membership to an individual who will then be eligible to become a regular CBOE member pursuant to Article Fifth(b); provided, however, if a CBOT Full Member delegates some, but not all, of the appurtenant trading rights and privileges of Full Membership, then neither the member nor the delegate will be eligible to be a CBOE regular member pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate (See Rule 221.00(g)) shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b).

For purposes of the 1992 Agreement, an "Eligible CBOT Full Member" means an individual who at the time is the holder of one of the One Thousand Four Hundred and Two (1,402) CBOT Full Memberships existing on the date of the 1992 Agreement and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. In the event a CBOT Full Membership is registered for a partnership, corporation or other entity, only the individual who is the holder of such CBOT Full Membership and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership shall be deemed to be an "Eligible CBOT Full Member." "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of the 1992 Agreement to holders of CBOT Full Membership, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member.

(b) In accordance with the Agreement entered into on December 17, 2003, between the Exchange and the CBOE (the "2003 Agreement"), and consistent with, and in furtherance of, the 1992 Agreement, the CBOT will issue upon written request to any individual, partnership, corporation or other entity that owns one of the One Thousand Four Hundred and Two (1,402) CBOT Full Memberships an "Exercise Right Privilege," which is the Exercise Right that, to the extent provided in the Rules and Regulations of the Exchange and the 2003 Agreement, has been unbundled from the other rights and privileges appurtenant to a CBOT Full Membership in order to enable the unbundled Exercise Right Privilege to be bought, sold or leased separate and apart from such CBOT Full Membership.

In accordance with the Agreement entered into on August 7, 2001 between the Exchange and the CBOE (the "2001 Agreement") and the related Agreement entered into on October 7, 2004 among the Exchange, CBOT Holdings and the CBOE (the "2004 Agreement"), and consistent with, and in furtherance of, the 1992 Agreement and the 2003 Agreement, upon completion of the proposed strategic restructuring of CBOT an individual shall be deemed to be an Eligible CBOT Full Member within the meaning of Paragraph (a) above only if the individual: (i) is the owner of 27,338 shares of Class A common stock of CBOT Holdings (whether restricted or unrestricted and without regard to any series thereof, such number being subject to anti-dilution adjustment in the event the Class A common stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shares); (ii) is the owner of one Series B-1 membership in the CBOT Subsidiary; (iii) is in possession of all of the other rights and privileges appurtenant to a CBOT Full Membership, (iv) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member" under the Rules and Regulations then in effect and (v) if a CBOT Full Membership is one in respect of which the CBOT has issued the Exercise Right Privilege, the individual must also be in possession of one Exercise Right Privilege. The holder of a CBOT Full Membership in respect of which an Exercise Right Privilege has not been issued shall qualify as an Eligible CBOT Full Member if the requirements of the 1992 Agreement are satisfied, without having to possess an Exercise Right Privilege.

Exercise Right Privileges may be separately bought, sold, leased, or otherwise transferred and may be unbundled and rebundled with CBOT Full Memberships in respect of which an Exercise Right Privilege been issued, for purposes of qualifying the holder thereof as an

Eligible CBOT Full Member. The unbundling and issuance, and the sale, lease or transfer of an Exercise Right Privilege by a CBOT Full Member shall not effect the status of such CBOT Full Member as a CBOT Full Member under these Rules, except to the extent otherwise provided in this Rule 210.00 and Rule 221.00. For purpose hereof, the words "possess" and "in possession of" shall be deemed to include possession by ownership or lease, or as a nominee.

(c) In connection with the sale or transfer of a CBOT Full Membership, or upon completion of the proposed restructuring of the CBOT the Series B-1 membership in the CBOT subsidiary, in which the associated Exercise Right Privilege has been previously issued by the Exchange and sold or transferred to a third party, the seller or transferor and the purchaser or transferee shall acknowledge in writing in a manner acceptable to the Exchange that the CBOT Full Membership or the Series B-1 membership in the CBOT subsidiary, as applicable, being transferred or acquired does not have associated with it an Exercise Right Privilege and therefore such purchaser or transferee, or such purchaser's or transferee's subsequent transferees, may not become a regular member of CBOE pursuant to Article Fifth(b) without otherwise possessing the Exercise Right Privilege and upon completion of the proposed restructuring of the CBOT, 27,338 shares of Class A common stock of CBOT Holdings (subject to anti-dilution adjustment, as applicable). A copy of such written acknowledgement shall be maintained by the CBOT in accordance with applicable document retention policies and procedures. The ownership of every Exercise Right Privilege shall be recorded in the books and records of the Exchange. No claim of ownership of an Exercise Right Privilege shall be recognized, and no sale, lease or other transfer of an Exercise Right Privilege or of any interest therein shall be valid or effective for any purpose whatsoever, unless and until it is duly reflected in the books and records of the CBOT. Subject to the foregoing, persons and entities who are not Members of the Exchange or any subsidiary or parent thereof or otherwise the holders of Membership Interests of the Exchange or any subsidiary or parent thereof, including, without limitation, the CBOE, shall be free to purchase and to hold, lease or sell Exercise Right Privileges, and notwithstanding anything else to the contrary in Regulation 249.01 or any other Rule or Regulation of the Exchange, shall not be obligated to apply or qualify for membership at the Exchange solely for the purposes of purchasing, holding, leasing or selling Exercise Right Privileges.

(d) Without limiting the application of other Rules and Regulations of the Exchange to Exercise Right Privileges, for purposes of clarity, Rules 252.00 and 276.00 and Regulation 249.01 shall be deemed to apply to Exercise Right Privileges, and the holders, transferors and transferees thereof, in the same manner as Memberships and Membership Interests, and, in each case, the holders, transferors and transferees thereof, unless the context requires otherwise, and except that the CBOE shall be permitted to make one or more offers to purchase a substantial number of Exercise Right Privileges from the holders thereof and to acquire and own Exercise Right Privileges purchased in such offers without regard to the requirements of Regulation 249.01 other than the requirements of Regulation 249.01 reasonably related to the filing and settlement of claims against the proceeds of any such purchase by the CBOE pursuant to Rule 252.00, which shall in all circumstances apply to purchases of Exercise Right Privileges by the CBOE. In addition, the CBOE shall not be obligated to pay to the CBOT a transfer fee pursuant to Rule 243.00 upon consummation of one or more transactions in connection with any offer by it to purchase a substantial number of Exercise Right Privileges. For purposes of this Paragraph (d), a "substantial number of Exercise Right Privileges" shall mean an amount equal to the greater of (1) 20% of the Exercise Right Privileges then in existence, whether bundled or unbundled from CBOT Full Membership, and not held by the CBOE and (2) 50 Exercise Right Privileges.

211.00 *Associate Memberships*—A personal privilege designated as an Associate Membership is hereby created to promote orderly and liquid markets and to provide for the future growth of the Association through increased liquidity and participation in the trading on the Floor of the Exchange. Associate Members shall be allowed to trade, as hereinafter provided, all existing and prospective future contracts and options contracts which shall be listed from time to time in the Government Instruments Market; Index, Debt and Energy Market; and Commodity Options Market categories pursuant to Rule 290.00. An Associate Member shall have the right, subject to the Rules and Regulations of the Association, to trade as principal and as broker for others and to solicit orders from others on the Floor of the Exchange, in all eligible contracts and options as designated above. Associate Memberships shall not carry with them the attributes of full memberships of the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange. In the event of liquidation of the Association, the Associate Member's share of the proceeds from dissolution shall be 1/6th of a full member's share. (08/01/94)

Rule 211.00 will be amended by deleting the first and last sentence thereof.

221.00 (g) Delegation (g)(i) In accordance with the Agreement entered into on September 1, 1992 ("the Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), only an individual who is an "Eligible CBOT Full Member" or an "Eligible CBOT Full Member Delegate", as those terms are defined in the Agreement, is a "member" of the Exchange within the meaning of paragraph (b) of Article Fifth of CBOE's Certificate of Incorporation ("Article Fifth(b)") and only such individuals are eligible to become and to remain regular members of the CBOE pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation.

(g)(ii) For purposes of the "Agreement" referenced in Rule 221.00(g)(i), an "Eligible CBOT Full Member Delegate" means the individual to whom a CBOT Full Membership is delegated (leased) and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise, during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Memberships, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member.

Rule 221(g) will be amended and restated as follows:

(g)(i) In accordance with the Agreement entered into on September 1, 1992 ("the 1992 Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), only an individual who is an "Eligible CBOT Full Member" or an "Eligible CBOT Full Member Delegate", as those terms are defined in the 1992 Agreement, is a "member" of the Exchange within the meaning of paragraph (b) of Article Fifth of CBOE's Certificate of Incorporation ("Article Fifth(b)") and only such individuals are eligible to become and to remain regular members of the CBOE pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b).

(g)(ii) For purposes of the 1992 Agreement, an "Eligible CBOT Full Member Delegate" means the individual to whom a CBOT Full Membership is delegated (leased) and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT

Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise, during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Memberships, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member.

(g)(iii) In accordance with the Agreements entered into on August 7, 2001 and December 17, 2003 respectively, between the Exchange and the CBOE and the Agreement entered into on October 7, 2004 among the Exchange, CBOT Holdings and the CBOE, and consistent with, and in furtherance of, the 1992 Agreement, upon completion of the proposed strategic restructuring of the CBOT, an individual delegate of such CBOT Full Membership shall be deemed to an Eligible CBOT Full Member Delegate only if the individual: (i) in possession of 27,338 shares of Class A common stock of CBOT Holdings (whether restricted or unrestricted and without regard to any series thereof, such number being subject to anti-dilution adjustment in the event the Class A common stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shareholders); (ii) is in possession of one Series B-1 membership in the CBOT subsidiary; (iii) holds one of the items listed above in (i) or (ii) through delegation rather than ownership; (iv) is in possession of all of the other rights and privileges appurtenant to a CBOT Full Membership; (v) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member Delegate" under the Rules and Regulations of the Exchange then in effect and (vi) if a CBOT Full Membership is one in respect of which the CBOT has issued the Exercise Right Privilege, an individual delegate of such CBOT Full Membership shall be deemed to be an Eligible CBOT Full Member Delegate only if the individual is also in possession of one Exercise Right Privilege. The delegate of a CBOT Full Membership in respect of which an Exercise Right Privilege has not been issued shall qualify as an Eligible CBOT Full Member Delegate if the requirements of the 1992 Agreement are satisfied, without having to possess an Exercise Right Privilege.

Exercise Right Privileges may be separately bought, sold, leased, or otherwise transferred and may be unbundled and rebundled with the lease of CBOT Full Memberships in respect of which an Exercise Right Privilege has been issued, for purposes of qualifying the delegate thereof as an Eligible CBOT Full Member Delegate. For purpose hereof, the words "possess" and "in possession of" shall be deemed to include possession by ownership or lease, or as a nominee.

(g)(iv) In connection with the delegation (lease) of a CBOT Full Membership, or upon completion of the proposed restructuring of the CBOT the Series B-1 membership in the CBOT subsidiary in which the associated Exercise Right Privilege has been previously issued by the Exchange and sold or transferred to a third party, the delegation agreement contemplated in Paragraph (b) above shall provide, among other things, that the delegate acknowledges that the CBOT Full Membership or the Series B-1 membership in the CBOT subsidiary, as applicable being delegated (leased) does not have associated with it an Exercise Right Privilege and therefore such delegate may not become a regular member of CBOE pursuant to Article Fifth(b) without otherwise possessing the Exercise Right Privilege.

221.07 *Voting Rights*—On and after June 21, 1982, no full or associate member may delegate to any other person the right to vote on any matter subject to a ballot vote among the general membership. (08/01/94)

Regulation 221.07 will be amended and restated as follows:

Voting Rights—No Full Member or Associate Member may delegate (within the meaning of Rule 221.00) to any other person the voting rights associated with their membership; provided, however, that nothing herein shall prohibit a member from naming as their proxy a person or persons designated as such by the Corporation in connection with any annual or special Meeting of the Membership.

294.00 *Membership Interest Participations*—On April 30, 1982 there shall be created one thousand four hundred and two (1,402) one-quarter participations each in GIM Membership Interests, IDEM Membership Interests, and COM Membership Interests. Each full member of the Association as of the close of business on April 30, 1982 shall be entitled to receive as of May 3, 1982 a one-quarter participation in a GIM Membership Interest, a one-quarter participation in an IDEM Membership Interest and a one-quarter participant ion in a COM Membership Interest for each full membership held by such full member. Further, on April 30, 1982 there shall be created a quantity of one-half participations each in IDEM Membership Interests and COM Membership Interests equal to the number of associate memberships that appear on the membership list of the Association as of the close of business on April 30, 1982. Each associate member of the Association as of the close of business on April 30, 1982 shall be entitled to receive as of May 3, 1982 a one-half participation in an IDEM Membership Interest and a one-half participation in a COM Membership Interest for each associate membership held by such associate member. (08/01/94)

Rule 294.00 will be repealed.

294.01 *Transfer of Membership Interest Participations*—One-quarter participations in GIM Membership Interests, IDEM Membership Interests and COM Membership Interests, and one-half participations in IDEM Membership Interests and COM Membership Interests shall be transferable only to and among full, associate and conditional associate members of the Association; GIM, IDEM and COM Membership Interest holders; and member firms. Membership Interest fractional participations may be sold or purchased by authorized individuals or firms in accordance with the mechanics of the bid/ask market for Membership and Membership Interests as set forth in Regulation 249.01(a) or may be transferred intra-family between authorized individuals in accordance with the transfer procedures set forth in Regulation 249.01(d), including the deposit requirement. Membership Interest fractional participations may not be sold or transferred in any other manner. (08/01/94)

Regulation 294.01 will be repealed.

294.02 *Registration of Membership Interests*—Any authorized person or firm who acquires or accumulates four one-quarter participations in GIM Membership Interests may surrender to the Association such four one-quarter participations for one GIM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any authorized person or firm who acquires or accumulates any combination of one-quarter and/or one-half participations in IDEM Membership Interests that equals one full participation may surrender to the Association such fractional participations for one IDEM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any authorized person or firm who acquires or accumulates any combination of one-quarter and/or one-half participations in COM Membership Interests that equals one full participation may surrender to the Association such fractional participations for one COM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any person or firm who surrenders participations in accordance with this Regulation shall pay a registration fee as may be established by the Board. (08/01/94)

Regulation 294.02 will be repealed.

294.03 *Dues and Assessments on Membership Interest Participations*—No authorized person who holds fractional participations in GIM, IDEM, or COM Membership Interests shall be responsible for the payment of any dues, fees or assessments in respect of such fractional participations. (08/01/94)

Regulation 294.03 will be repealed.

294.04 *Accumulation of Membership and Membership Interest Participations by the Board*—The Board of Directors, in its discretion, may accumulate, pool and require all outstanding fractional participations

in Associate Memberships and IDEM and COM Membership Interests to be surrendered between April 30, 1989 and August 31, 1989. All such fractional participations in Associate Memberships and IDEM and COM Membership Interests so surrendered shall be accumulated into full Associate Memberships or IDEM or COM Membership Interests respectively and sold at prevailing market prices to any individuals who are authorized to purchase such Memberships or Membership Interests under the Rules and Regulations. The proceeds from the sale of such Associate Memberships and IDEM and COM Membership Interests shall be distributed pro-rata to those authorized persons surrendering such fractional participations in Associate Memberships and IDEM and COM Membership Interests in proportion to the number of such fractional participations in Associate Memberships and IDEM and COM Membership Interests respectively surrendered by the authorized person to the total number of such fractional participations in Associate Memberships and IDEM and COM Membership Interests respectively surrendered by all authorized persons. (08/01/94)

Regulation 294.04 will be repealed.

294.05 *Time Limit for Accumulating AM Participations*—To implement the provisions of Rule 294.00, any member or associate member who accumulates one-quarter AM participations and surrenders them for an associate membership by the close of business on May 28, 1982 shall be entitled to receive as of June 1, 1982, in respect of each such associate membership, a one-half participation in an IDEM Membership Interest and a one-half participation in a COM Membership Interest. A sufficient quantity of such IDEM and COM Membership Interest participations shall be created on May 28, 1982 to allow any such distribution. (08/01/94)

Regulation 294.05 will be repealed.

294.06 *Claims Procedures Regarding Membership Interest Fractional Participations*—Proceeds from the sale of a Membership Interest fractional participation, and the deposit required for Membership Interest fractional participations transferred pursuant to Regulations 249.01 (d) and 294.01, shall be deemed to be subject to the provisions of Rule 252.00. Claims may be filed against such proceeds in the same manner and subject to the same terms as set forth in Rule 253.00 and Regulation 249.01 (e) with respect to the filing of claims against the proceeds of the sale or transfer of a Membership or Membership Interest. The Secretary shall provide notice of sales or transfers of Membership Interest fractional participations in the same manner as he provides notice pursuant to Regulation 249.01(e) of sales or transfers of Memberships and Membership Interests. (08/01/94)

Regulation 294.06 will be repealed.

Rule 296.00 *Elimination of GIM Membership Interests*—Subject to the exceptions set forth below, on the effective date of the Rule, each existing GIM Membership Interest shall automatically become a one-half participation in an Associate Membership; each unaccumulated one-quarter participation in a GIM Membership Interest shall automatically become a one-eighth participation in an Associate Membership; and status as a GIM Membership Interest holder or nominee shall cease respectively for each individual who owns a GIM Membership Interest or is a nominee of a firm-owned GIM Membership Interest. Fractional participations in an Associate Membership shall carry no privileges of a Membership or Membership Interest, including but not limited to trading and voting privileges.

(1) With respect to individuals who own GIM Membership Interests, each individual who (a) applied for approval as a GIM Membership Interest holder prior to January 21, 1986, and whose application for such approval was pending as of January 21, 1986 and/or (b) acquired his current GIM Membership Interest as of January 21, 1986, or pursuant to a bid to purchase that was listed with the Exchange as of January 21, 1986, may continue as a GIM Membership Interest holder subject to all the privileges and obligations such Membership Interest entails. However, each GIM Membership Interest covered by this exception may only be sold or transferred as a one-half participation in an Associate

Membership. The limitations on transfers of a GIM Membership Interest described in this Rule 296.00(1) shall not apply when (i) the transferor is the estate of a deceased membership interest holder and the transferee is the decedent's spouse and (ii) the GIM Membership Interest has not already been transferred pursuant to this sentence.

(2) With respect to nominees of firm-owned GIM Membership Interests, each nominee who has had this current GIM Membership Interest assigned to him as of January 21, 1986, may, at the assigning firm's election, continue as a GIM Membership Interest nominee subject to all the privileges and obligations such Membership Interest entails. In addition, a firm shall be permitted to assign any GIM Membership Interest it owns to two consecutive nominees following the nominee who was assigned such Membership Interest as of January 21, 1986. However, each firm-owned GIM Membership Interest covered by this exception may only be sold as a one-half participation in an Associate Membership.

None of the foregoing shall preclude individuals covered by paragraph (1) or firms covered by paragraph (2) from treating their GIM Membership Interests as one-half participations in Associate Memberships and combining them with the other fractional participations in Associate Memberships. (11/01/99).

Rule 296.00 will be amended and restated as follows:

Transfer Restrictions on GIM Memberships / One-Half Associate Memberships—At the Effective Time, each GIM Membership and one-half Associate Membership shall be subject to the restrictions, conditions and limitations set forth below.

(1) *Non-Transferred GIM Memberships.* Except as otherwise provided below, a holder of a GIM Membership that has not been sold or transferred prior to the Effective Time ("Non-Transferred GIM Memberships") may continue as a GIM Membership holder following the Effective Time with all the privileges and obligations such Membership entails. However, in the event that any Non-Transferred GIM Membership is sold or transferred after the Effective Time, such Non-Transferred GIM Membership shall be treated as a Transferred GIM Membership (as defined in clause (2) below). This limitation shall not apply when (x) the transferor is the estate of a deceased Non-Transferred GIM Membership holder and the transferee is the decedent's spouse and (y) the Non-Transferred GIM Membership has not already been transferred pursuant to this sentence.

Furthermore, a member firm may assign any GIM membership that it owns to two consecutive nominees following the nominee who was assigned such Membership as of January 26, 1986, and still retain the status of such membership as a Non-Transferred GIM Membership.

(2) *Transferred GIM Memberships/One-Half Associate Memberships.* One-half Associate Memberships and Non-Transferred GIM memberships that have been sold or transferred after the Effective Time in a manner other than as permitted in clause (1) above (collectively, "Transferred GIM Memberships") shall not be permitted to exercise the trading rights and privileges associated with the GIM Memberships.

None of the foregoing shall preclude the holders of Transferred GIM Memberships or Non-Transferred GIM Memberships from exercising their right to convert their GIM Membership into an one-half Associate Membership and to exchange two one-half Associate Memberships in exchange for an Associate Membership in accordance with the terms of Article IV D.3 of the Certificate of Incorporation.

296.01 *Transfer of Associate Membership Participations*—In accordance with the mechanics of the bid/ask market for Memberships and Membership Interests as set forth in Regulation 249.01(a), member firms

and individuals may purchase or sell one-eighth or one-half participations in Associate Memberships created pursuant to Rule 296.00 or Regulation 296.03. Individuals may also transfer Associate Membership fractional participations in accordance with the transfer procedures set forth in Regulation 249.01(d), including the deposit requirement. Associate Membership fractional participations may not be sold or transferred in any other manner. Each individual who acquires a fractional participation in an Associate Membership but who is not a Full Member, Associate Member, GIM Membership Interest holder or GIM Membership Interest nominee in good standing shall apply for election to Associate Membership status under the same procedures and requirements as are specified in Regulation 249.01(a)(iii) for purchasers of Associate Memberships, and also shall be subject to the provisions of Regulation 249.01(a)(iv) and (v). However, any individual whose status as a GIM Membership Interest holder or nominee automatically ceases pursuant to Rule 296.00 on the effective date of such Rule shall have 60 days thereafter in which to acquire an Associate Membership and become an Associate Member without applying for election to Associate Membership status. Any individual required to apply for Associate Membership status under this regulation and who is elected to such status must acquire an Associate Membership within 60 days of notification of such election or within such extension of this period as may be granted by the Board of Directors. If he is unable to do so, he must, at his option, either re-apply for Associate Membership status or take all necessary steps to effect a sale of the Associate Membership fractional participations he has acquired within 30 days of the end of the period specified in the preceding sentence. (08/01/94)

Regulation 296.01 will be repealed.

296.02 *Registration of New Associate Memberships*—Any person or firm which acquires and accumulates any combination of fractional participations in Associate Memberships that equals one complete Associate Membership may surrender such fractional participations to the Department of Member Services for one Associate Membership, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any GIM Membership Interest holder or nominee in good standing who surrenders fractional participations under this Regulation shall not be required to apply for election to Associate Membership status. Once two or more fractional participations have been combined, they may not be separated. (08/01/94)

Regulation 296.02 will be repealed.

296.03 *Additional Associate Membership Participations or GIM Membership Interests*—The Board of Directors may at any time at its discretion create additional fractional participations in Associate Memberships but only if necessary to facilitate the combination of existing fractional participations into Associate Memberships. The Board of Directors may also create new GIM Membership Interests to sell to individuals who applied for approval as GIM Membership Interest holders prior to January 21, 1986, and/or to individuals whose bids to purchase GIM Membership Interests were on file with the Association as of January 21, 1986. Such new GIM Membership Interests shall be created and sold only if, in the judgment of the Board, GIM Membership Interests are not otherwise available to such individuals through bona fide purchases in the Exchange's bid/ask market. (08/01/94)

Regulation 296.03 will be repealed.

296.04 *Waiver of Transfer and Registration Fees*—No fees shall be charged for transfers of fractional participations in Associate Memberships effected through the Exchange's bid/ask market or for registrations of new Associate Memberships acquired by accumulation of fractional participations under Regulation 296.02. (08/01/94)

Regulation 296.04 will be repealed.

296.05 *Dues and Assessments*—Associate Members shall pay full dues, fees and assessments as provided for by the Association. However, each person or firm who acquires an Associate Membership by the accumulation and surrender of fractional participations pursuant to Regulation 296.02 shall be

exempted from member dues assessed on such Associate Membership pursuant to Rule 240.00 for a period of twelve (12) consecutive calendar quarters beginning with the quarter following the quarter in which the fractional participations for such Associate Membership are surrendered. Only the original owner of each newly created Associate Membership shall be eligible for the dues waiver referenced herein. (08/01/94)

Regulation 296.05 will be repealed.

296.06 *Claims Procedures Regarding Associate Membership Participations*—The proceeds of Associate Membership fractional participation sales, and the deposit required for Associate Membership fractional participations transferred pursuant to Regulations 249.01(d) and 296.01, shall be deemed proceeds of membership for purposes of Rule 252.00. Claims may be filed against such proceeds in the same manner and subject to the same terms as set forth in Rule 253.00 and Regulation 249.01(e) with respect to the filing of claims against the proceeds of the sale or transfer of a membership or membership interest. The Secretary shall provide notice of sales or transfers of Associate Membership fractional participations in the same manner as he provides notice pursuant to Regulation 249.01(e) of sales or transfers of memberships and membership interests.

Regulation 296.06 will be repealed.

903.00 *Association*—The Board of Trade of the City of Chicago. 3 (08/01/94)

Rule 903.00 will be amended by replacing "The Board of Trade of the City of Chicago" with "Board of Trade of the City of Chicago, Inc., a Delaware nonstock for-profit corporation."

903.01 Association—The term "Association" as defined in Rule 903.00 shall include all wholly owned subsidiaries of the Board of trade of the City of Chicago. (08/01/94)

Regulation 903.01 will be amended by replacing "The Board of Trade of the City of Chicago" with "Board of Trade of the City of Chicago, Inc., a Delaware nonstock, for-profit corporation."

924.02 Status of GIMs, IDEMs, and COMs—The holders of GIM, IDEM and COM Membership Interests are, and shall be deemed to be, "members" of the Board of Trade of the City of Chicago, Inc. for purposes of the Delaware General Corporation Law, as amended from time to time. (04/01/01)

Regulation 924.02 will be repealed.

9B.02 *Hours*—The Exchange shall determine the hours during which the e-cbot system shall operate for the trading of each contract or product; however, any agricultural contract or product shall be precluded from trading through the e-cbot system during those hours which are now or in the future designated for trading that contract or product by means of open outcry.

The following additional provisions shall apply with respect to agricultural contracts and agricultural products:

- The Exchange shall determine e-cbot trading hours only if such hours are between 6:00 p.m. and 6:00 a.m. (Chicago time).
- e-cbot trading hours outside of the 6:00 p.m. to 6:00 a.m. timeframe shall be subject to approval by membership ballot vote pursuant to the Charter of the Board of Trade of the City of Chicago, Inc., Exhibit A, Section 7 (11/01/03)

Regulation 9B.02 will be amended by replacing the words "membership ballot vote pursuant to the Charter of the Board of Trade of the City of Chicago, Inc., Exhibit A, Section 7 (11/01/03)" with "a majority of the votes cast by the Full Members and Associate Members at an annual or special meeting called to vote on such proposal" in the last paragraph of the Regulation.

Interpretation—The Board of Directors adopted the following on April 17, 1990 as a formal rule interpretation which confirms established Exchange practice: "For purposes of all petition provisions in Rules 102.00 'Nominations for Elective Office' and 107.00 'Amendment of Rules', the signature of an Associate Member shall count for 1/6th of the signature of a Full Member." (08/01/94)

The above Interpretation will be repealed.

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PROXY STATEMENT AND PROSPECTUS
RELATING TO THE
RESTRUCTURING TRANSACTIONS

, 2004

FULL AND ASSOCIATE MEMBERS ARE
URGED TO COMPLETE AND RETURN
THEIR PROXY BALLOTS
AS SOON AS POSSIBLE

For the restructuring transactions to occur, Full and Associate Members, voting together as a single class based on their respective voting power, must approve propositions (1) through (5) relating to the restructuring transactions described in this document.

You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may be used only where it is legal to issue these securities and solicit a proxy in connection with the propositions relating to the restructuring transactions. The information contained in this document is accurate only as of the date of this document, regardless of the date of delivery of this document or of the sale of any securities.

This is not an offer to sell, and it is not a solicitation of offers to buy the securities offered by this document in any jurisdiction where offers and sales are not permitted under the laws of such jurisdiction. In addition, this is not a solicitation of a vote to approve the restructuring transactions or any other matter in any jurisdiction where such a solicitation is not permitted under the laws of such jurisdiction.

Until 90 days following the date on which these securities are issued, all dealers that effect transactions in these securities, whether or not participating in this transaction, may be required to deliver a prospectus. This is in addition to any dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

Delaware General Corporation Law

Under Section 145 of the Delaware General Corporation Law (as amended from time to time, the "DGCL"), CBOT Holdings is empowered to indemnify its directors and officers in the circumstances therein provided. Certain portions of Section 145 are summarized below:

Section 145(a) of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

Section 145(b) of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 145(a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(d) of the DGCL provides that any indemnification under Section 145(a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 145(a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who were not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145(e) of the DGCL provides that expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by

the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in Section 145. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 145(f) of the DGCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 145(g) of the DGCL provides that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's capacity as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

Amended and Restated Certificate of Incorporation

The amended and restated certificate of incorporation, as amended, provides that a director of CBOT Holdings shall not be personally liable to CBOT Holdings or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to CBOT Holdings or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the CBOT Holdings shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Bylaws

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of CBOT Holdings or is or was serving at the request of CBOT Holdings as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by CBOT Holdings to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits CBOT Holdings to provide broader indemnification rights than such law permitted CBOT Holdings to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as otherwise provided in the bylaws with respect to proceedings to enforce rights to indemnification, CBOT Holdings shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors.

In addition, an indemnitee shall also have the right to be paid by CBOT Holdings the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which

service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to CBOT Holdings of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses.

If a claim for indemnification is not paid in full by CBOT Holdings within sixty (60) days after a written claim has been received by CBOT Holdings, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against CBOT Holdings to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by CBOT Holdings to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by CBOT Holdings to recover an advancement of expenses pursuant to the terms of an undertaking, CBOT Holdings shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of CBOT Holdings (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by CBOT Holdings (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by CBOT Holdings to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under the bylaws or otherwise shall be on CBOT Holdings.

The rights to indemnification and to the advancement of expenses conferred in the bylaws shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, CBOT Holdings' certificate of incorporation, agreement, vote of stockholders or directors or otherwise.

Insurance

CBOT Holdings may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of CBOT Holdings or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not CBOT Holdings would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Item 21. Exhibits and Financial Statement Schedules

(a) **Exhibits**

Exhibit Number	Description
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*Previously filed.
**To be filed with a subsequent amendment.

(b) **Financial Statement Schedules**

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

(c) **Report, Opinion or Appraisal Exhibits**

None

Item 22. Undertakings.

Insofar as the indemnification for liabilities arising under the Securities Act of 1933 may be permitted as to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 20, or otherwise, the Registrant has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payments by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the document pursuant to Item 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request. The undersigned Registrant hereby further undertakes to supply by means of a post-effective amendment all information concerning a transaction and the company being acquired involved therein, that was not the subject of or included in the registration statement when it became effective.

The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

The registrant undertakes that every prospectus (i) that is filed pursuant to the immediately preceding paragraph, or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the document any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in

volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the registration statement.

(2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(3) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this amendment no. 9 to the registration statement to be signed on its behalf by the undersigned, hereunto duly authorized, in the City of Chicago, State of Illinois, on November 10, 2004.

CBOT HOLDINGS, INC.

By: /s/ Bernard W. Dan
Bernard W. Dan
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this amendment no. 9 to the registration statement has been signed by the following persons on November 10, 2004 in the capacities indicated.

Signature	Title
/S/ Bernard W. Dan Bernard W. Dan	President and Chief Executive Officer and Director (Principal Executive Officer)
* Glen M. Johnson	Chief Financial Officer (Principal Financial Officer)
* Jill A. Harley	Chief Accounting Officer (Principal Accounting Officer)
* Charles P. Carey	Chairman of the Board

*By: /S/ BERNARD W. DAN
Bernard W. Dan
Attorney-in-Fact

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Exhibit 4.1

CHARTER, BYLAWS, RULES AND REGULATIONS

OF THE

CHICAGO BOARD OF TRADE

[GRAPHIC OMITTED]

As of November 1, 2004

Chicago Board of Trade Charter, Bylaws, Rules & Regulations
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*Not reprinted in Rulebook. Copies are available from the Secretary's Office.

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F. Letter of Credit Standards for Corn & Soybeans

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10S(A). Soybean Only Shipping Stations

11. Soybean Oil

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B. Differentials

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A. Regular Shippers

B. Differentials

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B. Depositories & Assayers

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B. Depositories & Assayers

15. 100 oz. Gold

A. Approved Brands

B. Depositories & Assayers

M15 Mini-sized Gold

A. Approved Brands

B. Depositories & Assayers

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Collateralized Depositary Receipt (CDR)

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B. Approved Originators

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*Not reprinted in Rulebook. Copies are available from the Secretary's Office.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
(Originally incorporated on May 12, 2000
under the name Delaware CBOT, Inc.)

FIRST: The name of the corporation is Board of Trade of the City of Chicago, Inc. (hereinafter referred to as the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 9 East Loockerman Street, in the City of Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation at such address is National Registered Agents, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation are:

(a) to maintain a commercial exchange; to promote uniformity in the customs and usages of merchants; to inculcate principles of justice and equity in trade; to facilitate the speedy adjustment of business disputes; to acquire and disseminate valuable commercial and economic information; and, generally, to secure to its members the benefits of cooperation in the furtherance of their legitimate pursuits; and

(b) to engage in any other lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The Corporation is not for profit and shall have no authority to issue capital stock. Any amendment, alteration or repeal of this Article FOURTH shall require the approval of the Board of Directors and the affirmative vote of the members in accordance with Exhibit A to this Amended and Restated Certificate of Incorporation (including all exhibits, the "Certificate of Incorporation"), which exhibit shall be a part hereof.

FIFTH: The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations, including trading rights and privileges, of members (full, associate or otherwise), member firms, membership interest holders, delegates and all categories and classes of memberships and other interests in the Corporation, shall be as provided in or pursuant to this Certificate of Incorporation, Exhibit A hereto and the bylaws of the Corporation (including all provisions incorporated therein by reference, the "Bylaws"). Each person or entity that held any membership or other interest in the Board of Trade of the City of Chicago, an Illinois not-for-profit corporation ("Old CBOT"), immediately prior to the merger of Old CBOT with and into the Corporation (the "Merger"), shall hold such membership or other interest in the Corporation immediately following the Merger, subject to this Certificate of Incorporation and the Bylaws, Rules and Regulations (each as hereinafter defined) of the

Corporation.

This Certificate of Incorporation and the Bylaws may be amended from time to time to provide for one or more additional classes of members, membership or other interests, with such terms and conditions, including, without limitation, rights and obligations, including trading rights and privileges, voting rights (or no voting rights), and other qualifications and powers, some or all of which may vary as between classes, as may be provided for herein or in the Bylaws. Any such amendment to this Certificate of Incorporation shall require the approval of the Board of Directors and the affirmative vote of the members in accordance with Exhibit A hereto.

SIXTH: (a) The business and affairs of the Corporation shall be managed by or under the direction of a governing body to be known as the Board of Directors.

(b) Except as otherwise provided in Article Sixth(c) of this Certificate of Incorporation, the Board of Directors shall be comprised of the following eighteen members (all of whom may be referred to hereinafter as "Directors"):

(1) the Chairman of the Board;

(2) the Vice Chairman of the Board;

(3) the President of the Corporation (who shall be a non-voting Director);

(4) nine elected Directors who shall be Full Members of the Corporation and of whom at least two shall be non-resident (defined for purposes of this provision as a person whose ordinary place of business or occupation is located more than fifty miles from the Court House of Cook County, Illinois);

(5) four non-member Directors; and

(6) two Directors who shall be Associate Members of the Corporation.

(c) On and after the first Annual Election (as defined in the Bylaws) following membership approval of a restructuring of the Corporation pursuant to which members will receive stock issued by the Corporation or a holding company that holds, directly or indirectly, a membership or other interest in the Corporation (the "Required Approval"), the Board of Directors shall be comprised of the following nine members (all of whom may be referred to hereinafter as "Directors"):

(1) one Director who shall serve as the Chairman of the Board;

(2) one Director who shall not be subject to any qualifications;

(3) five Directors who shall be members of the Corporation; and

(4) two Directors who shall be "independent directors" as that term is defined in Section 6 of Exhibit B to this Certificate of Incorporation.

The provisions of this Article Sixth (c) shall be of no force and effect unless and until the Required Approval occurs.

(d) The terms of office of such Directors, the manner of their nomination, election or appointment, and other terms and conditions of their service shall be as provided herein and in Exhibit B to this Certificate of Incorporation, which exhibit shall be a part hereof, and in the Bylaws.

SEVENTH: The Corporation shall have Bylaws, which shall include the Rules of the Corporation (the "Rules"), relating to the business of the Corporation, the conduct of its affairs, and its rights or powers or the rights or powers of its members and other interest holders, Directors, officers, employees, agents or other persons having dealings with the Corporation. The Rules shall be set forth in, or incorporated by reference into, the Bylaws and shall be a part thereof. The Bylaws and the Rules may be adopted, amended or repealed by the membership in the manner provided in this Certificate of Incorporation and Exhibit A hereto. The Board of Directors may adopt, amend or repeal Regulations of the Corporation (the "Regulations") not in conflict with the Rules, which shall have the binding effect of Rules. By majority vote, the Board of Directors may delegate, to particular committees as designated by the Board, the power to adopt, amend or repeal Regulations. Applicants for membership and any person or entity holding any membership or other interest in the Corporation shall be required to sign a written agreement to observe and be bound by this Certificate of Incorporation and the Bylaws, Rules and Regulations of the Corporation, as each may be amended from time to time.

EIGHTH: Any person or entity holding any membership or other interest in the Corporation shall hold such membership or interest subject to this Certificate of Incorporation and the Bylaws, Rules and Regulations of the Corporation, as each may be amended from time to time, and shall be required to comply with all requirements hereof and thereof, including, without limitation, the requirements relating to proceeds of membership set forth in Rule 252.00 (as the same may be amended from time to time).

NINTH: The Merger of Old CBOT with and into this Corporation shall have no effect on any rights related to the Chicago Board Options Exchange, Incorporated, including, without limitation, the rights provided in Rule 210.00 (as the same may be amended from time to time), held by any person or entity holding any membership or other interest in the Corporation.

TENTH: A Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a Director, except for liability (i) for any breach of the duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which such Director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors or members of

the governing body of a non-stock corporation, then the liability of such Director shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this provision shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification. For purposes of this Article, the term "Director" shall, to the fullest extent permitted by the DGCL, include any person who, pursuant to this Certificate of Incorporation, is authorized to exercise or perform any of the powers or duties otherwise conferred upon a board of directors by the DGCL.

ELEVENTH: The provisions of this Certificate of Incorporation may be amended, altered or repealed from time to time in accordance with Delaware law, provided that any such amendment, alteration or repeal must be approved by the membership in the manner set forth herein and in Exhibit A hereto.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Amended and Restated Certificate of Incorporation of this Corporation as heretofore in effect, and which has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law, has been executed by a duly authorized officer of the Corporation this _____ day of November, 2001.

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

By:

Name:
Title:

EXHIBIT A

MEMBERSHIP

The rights of members and other interest holders in the Corporation shall be subject to the following provisions:

Section 1. Terms and Conditions of Membership. The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations, including trading rights and privileges, of members (full, associate or otherwise), member firms, membership interest holders, delegates and all categories and classes of memberships and other interests in the Corporation, shall be as provided in the Certificate of Incorporation and this Exhibit A, and in the Bylaws, Rules and Regulations of the Corporation, as each may be amended from time to time.

Section 2. Election Procedures. Members shall vote to elect persons to serve on the Board of Directors and Nominating Committee as follows. The election of such persons shall be in charge of tellers appointed by the Chairman of the Board. If the Chairman of the Board appoints as teller a non-member employee of a member, the member shall require such employee to serve as teller upon the established terms. All votes shall be cast by secret ballot. No member shall vote who is not in good standing with the Corporation. Members may vote by mail in the Annual Election in the manner prescribed in Section 4 of this Exhibit A. The portions of ballots on which votes are cast for Directors and on which votes are cast for the Nominating Committee shall be rejected unless such portions are marked for a full ticket. The tellers shall receive the ballots and place the same in the ballot box, and shall keep a list of the members voting. After the election, the tellers shall count the ballots and report to the Chairman of the Board the names of the persons elected. The ballots shall be preserved for one month, and, upon request of any interested party, the Board may verify the correctness of the returns.

Section 3. Vote Necessary. The vote required at the Annual Election for the choice of elective offices shall be as specified in this Section.

(a) Chairman and Vice Chairman of the Board. A majority of all votes cast shall be necessary to elect a Chairman of the Board and to elect a Vice Chairman. If no candidate received a majority vote for Chairman of the Board or for Vice Chairman at the Annual Election, another ballot shall be taken fifteen days later; and if again there shall be a failure to elect, a third ballot shall be taken on the fifteenth following day, when a plurality shall elect. (11/01/00)

(b) Directors. A plurality of votes shall elect the Directors who are required to be Full Members of the Corporation; provided, however, that if none of the candidates for such offices receiving a plurality of votes is a non-resident member, the non-resident candidate receiving the largest vote as among all non-resident candidates shall be elected Director, in lieu of the resident candidate receiving the lowest winning plurality. A plurality of votes shall elect the Directors who are required to be Associate Members of the Corporation.

(c) Other Elective Offices. For all other elective offices, a plurality of votes shall elect.

Section 4. Voting by Mail. At the Annual Election and at all balloting on propositions submitted to a vote of the members, members may vote by mail by delivering a proxy to the Secretary of the Corporation, or any other person or persons designated by the Board of Directors for these purposes (collectively, the "Proxy"), in the manner hereafter provided. At least ten days prior to the balloting, the Proxy shall send to each member (1) a proxy ballot (a "Proxy Ballot") with which the member can appoint the Proxy as proxy and direct the Proxy how to vote; and (2) a copy of the proposition(s) on which a vote is to be taken. Any member who so desires may mark and execute the Proxy Ballot and deliver or mail it to the Proxy. The Proxy shall deliver all such Proxy Ballots to the tellers in charge of the balloting, and the tellers shall indicate which members have submitted Proxy Ballots. The Proxy shall cast one or more ballots to vote, as proxy, as directed in the Proxy Ballots. No ballots received after the polls have closed shall be counted.

The latest dated Proxy Ballot of a given member delivered or received by mail shall be the Proxy Ballot followed by the Proxy with respect to such member. A member can revoke a Proxy Ballot by voting in person.

Section 5. Amendment of Bylaws. New Bylaws and Rules may be adopted and existing Bylaws and Rules may be amended or repealed by the membership. Proposed amendments may be recommended by the Board of Directors and, upon such recommendation, the Chairman of the Board shall call for a special meeting of the membership to be held not less than ten days or more than sixty days after the proposed amendment shall have been posted upon the bulletin board (which shall not be later than the date Proxy Ballots are sent to each member) and notice thereof shall have been sent to the members. All votes shall be cast by Proxy Ballot pursuant to Section 4 of this Exhibit A or otherwise in person or by proxy. For such proposed amendment to be approved, at least 300 votes must be cast, with at least a majority of such votes being cast in favor of the amendment; if less than 300 votes are cast, such proposal shall be resubmitted to the membership in accordance with the procedures set forth in this Section 5 of this Exhibit A. If twenty-five members or more petition for a special meeting for the purpose of voting upon any proposed amendment, the Board of Directors, within thirty days or at the next regular Board of Directors meeting, whichever is sooner, shall either approve and recommend the proposed amendment and call for a special meeting to vote upon such amendment, or report to the petitioners the reason for its disapproval. If, within thirty days after such disapproval, one hundred members or more petition for a special meeting for the purpose of voting upon such proposed amendment, a special meeting shall be called for in accordance with the procedures set forth in this Section 5 of this Exhibit A as though the proposed amendment had been recommended by the Board of Directors.

A petition for a special meeting for the purpose of voting upon an amendment which in the opinion of the Board of Directors involves the same or substantially the same subject matter as has been submitted to a vote of the membership at a special meeting at which at least 300 votes were cast at any time within the twelve months immediately preceding the receipt of such petition by the Board of Directors shall require the signatures of at least one hundred members.

The Board of Directors shall within thirty days or at the next regular Board of Directors meeting, whichever is sooner, either approve and recommend the proposed amendment and call for a special meeting to vote upon such amendment, or report to the petitioners the reason for its disapproval. If, within thirty days after such disapproval, two hundred and fifty members or more petition for a special meeting for the purpose of voting upon such proposed amendment, a special meeting shall be called for in like manner as though the proposed amendment had been recommended by the Board of Directors and, for such amendment to be approved, at least 300 votes must be cast, with at least two-thirds of such votes being cast in favor of such amendment.

Every petition for amendment shall be signed and dated by each petitioning member. It shall be considered an act detrimental to the welfare of the Corporation for any member to sign a petition for a special meeting for the purpose of a vote on an amendment despite disapproval of such amendment by the Board of Directors unless and until the Board of Directors shall actually have disapproved submission of such amendment.

Section 6. Amendment of Amendment of Bylaws. During the period of posting of an amendment in accordance with Section 5 of this Exhibit A, such amendment may be amended at a special meeting held for that purpose if the amendment to the proposed amendment is approved in a vote of the membership in which at least 300 votes are cast and at least a majority of such votes are cast in favor of the amendment to the proposed amendment. If the proposed amendment is thus amended, the amended amendment shall then be posted for at least ten days before submission to the membership for vote at a special meeting.

Section 7. Other Propositions For Vote By Members. Any proposition which the Board of Directors orders submitted to a vote of the members may be so submitted in accordance with the provisions of this Section 7 of this Exhibit A, unless provision for such a submission is specifically provided by some other provision of the Certificate of Incorporation or Bylaws. Such a proposition may be an amendment to the Corporation's Certificate of Incorporation, or may be any other proposition which by law or by the Bylaws or by the Regulations or by order of the Board of Directors for any other reason is required to be so submitted to a vote of the members. Any number of propositions not exceeding five may be submitted concurrently to such a vote of the members.

In submitting any proposition to a vote of the members, the Board of Directors shall adopt a resolution setting forth such proposition, recommending its adoption and ordering it to be submitted to a vote at a special meeting of the members. Thereupon, the Chairman of the Board shall cause such proposition to be posted upon the bulletin board of the Corporation and shall call for a special meeting upon the proposition on a day to be fixed by the Chairman of the Board, which shall not be less than ten days or more than sixty days after the proposition shall have been posted upon the bulletin board. A notice of the date and time of such special meeting shall be given by mail to each member at least ten days in advance of the date upon which such vote is to be taken. Such notice may be accompanied by a letter from the Chairman of the Board in such form and with such content as the Board of Directors shall approve. A form of Proxy Ballot setting forth the proposition(s) to be voted upon and providing an appropriate space for use by the member in voting "for" or "against" the proposition shall be supplied to each member.

Any such proposition thus submitted to a vote of the members shall be deemed adopted if at least 300 votes shall have been cast in the special meeting and a majority of the votes thus cast shall have been in favor of the adoption of the proposition.

Section 8. Voting Rights. Each Full Member shall be entitled to one vote on all matters that are subject to a vote of the general membership. Each Associate Member shall be entitled to one-sixth (1/6) of one vote on all matters that are subject to a vote of the general membership. Until surrendered for an Associate Membership, no one-half (1/2) participations or multiples thereof, shall have any voting rights. In addition, except as otherwise provided herein, no other member or Membership Interest holder (as defined in the Rules) shall have any voting rights.

EXHIBIT B

BOARD OF DIRECTORS

The Board of Directors shall be subject to the provisions set forth below:

Section 1. Chairman of the Board. The Chairman of the Board shall be the presiding officer of all membership and Board of Directors meetings and shall exercise such powers and perform such duties as generally appertain to that office. Subject to the approval of the Board of Directors, he may appoint special committees and all other committees where the method of appointment is not otherwise provided for, and may temporarily fill any vacancy in any appointive office other than non-member Director.

Section 2. Vice Chairman. Until the first Annual Election following the Required Approval, the Vice Chairman of the Board ("Vice Chairman") shall perform the duties of the Chairman of the Board in his absence or disability. In the absence or disability of the Chairman of the Board and, to the extent the Vice Chairman remains an elective office, the Vice Chairman, the Board of Directors may choose temporarily an Acting Chairman of the Board.

Section 3. President. (1) The Board of Directors may elect a President of the Corporation, who shall be a non-member, by the affirmative vote of at least two-thirds of the full Board of Directors; (2) the Board of Directors is expressly authorized, by such affirmative vote, to fix the compensation of such President, to prescribe the duties to be performed by him and to prescribe a tenure of office which tenure shall be subject to termination for good cause or otherwise, by a vote of not less than two-thirds of the full Board of Directors; and (3) the Board of Directors is expressly authorized to delegate to the President full power to carry on the day-to-day activities of the Corporation, reserving to itself in such case the authority to review the activities of the President and to determine the policies of the Corporation.

Section 4. President's Duties. (1) The President shall be the Chief Executive Officer of the Corporation responsible to the Board of Directors for the management and administration of its business affairs; (2) he shall serve as chief liaison between the Corporation and the public, including federal, state and local government agencies; (3) he shall be a non-voting Director of the Corporation and a non-voting member of the Executive Committee and shall be included for purposes of determining whether a quorum of the Board of Directors or the Executive Committee is achieved; (4) he shall be an ex officio non-voting member of all appointed and special committees of the Corporation of which he is not a regular member; (5) he shall employ such subordinate administrative personnel as he may determine from time to time are required for the efficient management and operation of the Corporation, and shall establish the qualifications, duties and responsibilities of all subordinate administrative personnel; (6) subject to the approval of the Board, he shall fix the compensation, terms and conditions of employment of all subordinate administrative personnel, and may terminate the employment of such personnel; (7) he shall supervise the activities of the Departments of the Corporation; (8) he shall execute all contracts on behalf of the Corporation; (9) he shall not engage in any other business during his incumbency as President, nor shall he trade for his own account or for the

account of others in any commodity which is traded on the Board of Trade of the City of Chicago; and (10) by his acceptance of the office of President, he shall be deemed to have agreed and he shall have agreed to uphold the Certificate of Incorporation and Bylaws, and the Rules, Regulations and Interpretations, of the Corporation. The Board may confer upon the President such other and additional rights and responsibilities as it may deem warranted; provided, however, that the Board shall not confer upon the President the power to formulate the policies of the Corporation or to take disciplinary action, arbitrate disputes or adjust claims against members except in his capacity as Director upon review of such matters.

Section 5. Tenure of Office.

(a) Except as otherwise provided in Section 5(b) of this Exhibit B, the following provisions relating to tenure of office shall apply:

(1) The term of office of the Chairman of the Board and the Vice Chairman of the Board shall commence immediately following the Annual Election (as defined in the Bylaws) at which he or she is elected and will expire at the second Annual Election thereafter. The term of office of each elected Director shall commence immediately following the Annual Election at which he or she is elected and will expire at the third Annual Election thereafter, except as provided in Section 7 of this Exhibit B. In addition, each non-member Director shall be nominated and appointed pursuant to Section 5(a)(4) of this Exhibit B. The term of the office of each non-member Director shall commence immediately following the Annual Election designated by the Board as the beginning of his or her term of office and will expire at the fourth Annual Election thereafter.

(2) If a vacancy occurs in the office of non-member Director, such vacancy will be filled by a successor nominated and approved pursuant to Section 5(d) of this Exhibit B. The successor non-member Director will take office at the meeting following approval and shall hold office for the remainder of the applicable four-year term.

(3) No member shall be elected by the members of the Corporation to more than:

- Three consecutive two-year terms as Chairman of the Board; or

- Three consecutive two-year terms as Vice Chairman of the Board; or

- Two consecutive three-year terms as elected Director.

The foregoing term limits shall apply separately and distinctly to each of the specified elective offices (i.e., Chairman of the Board, Vice Chairman of the Board, and elected Director). In addition, any terms served in substantially the same office with predecessors to the Corporation shall be counted for purposes of the foregoing term limits. A member who has reached a consecutive term limit in any one of the specified

elective offices shall not thereby be ineligible for election to any other elective office on the Board.

(4) The names of all candidates for the non-member Directors' positions shall be submitted to the Corporation's Nominating Committee. It will be the responsibility of the Nominating Committee to review the qualifications of the candidates and present to the Board of Directors the names of those candidates which the Nominating Committee believes are best qualified to serve on the Board of Directors. The Board of Directors will elect candidates from among those submitted by the Nominating Committee which the Board of Directors believes are best qualified to serve the membership.

(b) On and after the first Annual Election following the Required Approval, the provisions of Section 5(a) shall be of no further force and effect and the following provisions relating to tenure of office shall apply:

(1) Except as otherwise provided in Section 5(b)(2) of this Exhibit B, the term of each Director in office immediately prior to the first Annual Election following the Required Approval shall expire in connection with such Annual Election.

(2) Notwithstanding anything else set forth in this Certificate of Incorporation, the position of the Chairman of the Board shall not be elected at the first Annual Election following the Required Approval but rather shall be held by the person who held the office of the Chairman of the Board immediately prior to the first Annual Election following the Required Approval.

(3) Except as otherwise provided in Section 5(b)(4) of this Exhibit B, each Director elected in connection with the first Annual Election following the Required Approval or thereafter shall have a term of office that will commence immediately following the Annual Election at which he or she is elected and will expire at the first Annual Election following such Director's election. There shall be no limit to the number of terms a Director may serve on the Board of Directors.

(c) If a vacancy occurs in any elective office due to death, resignation or other reason, such vacancy may be filled by a successor elected by the Board of Directors to serve until the next Annual Election or until his or her successor is elected and qualified. If any Director shall absent himself without an excuse from six consecutive regular meetings of the Board of Directors, his or her office may be declared vacant.

(d) For purposes of this Certificate of Incorporation, the "Effective Time" shall mean the effective time of this amendment and restatement of the Certificate of Incorporation to be filed with the Secretary of State of the State of Delaware in connection with the modernization of certain aspects of the Corporation's corporate governance structure, including, but not limited to, the possible reduction in size of the Board of Directors from 18 directors to nine directors.

Section 6. Qualifications for Elective Office.

(a) No person shall be a candidate for a non-resident Full Member Directorship as defined in Article SIXTH of the Certificate of Incorporation unless that person:

(1) Has been a Full Member for at least three months immediately preceding the deadline for petition candidacy as specified in the Bylaws;

(2) Remains a Full Member thereafter through and including his election; and

(3) Has prior experience in the futures industry.

(b) No person shall be a candidate for any other Directorship or elective office required to be filled by a member unless that person is a member at the time of standing for election and has been a member of the Corporation for at least one year next preceding his election. Notwithstanding the foregoing, to the extent a candidate for director is required to be a Full Member, such candidate may count time as an Associate Member towards such one year obligation.

(c) All Directors and members of the Nominating Committee required to be Full Members, which include the Chairman of the Board and Vice Chairman of the Board elected prior to the Required Approval, or Associate Members of the Corporation, shall remain as such throughout their terms. All Directors and members of the Nominating Committee shall be referred to as the "elective officers." Notwithstanding the above, a Director who is required to be an Associate Member and has completed at least one and one-half years of his/her current term of office may continue in that office of Director for the remainder of that term provided that such Director continuously remains either an Associate Member of the Corporation or a Full Member of the Corporation.

(d) Individual delegates of memberships who do not separately hold in their own name a membership of the appropriate class are not eligible to be an elective officer as defined in Section 6(d) of this Exhibit B. Members shall not be ineligible for elective office or for committee appointments based on their having delegated their memberships.

(e) For purposes of Article Sixth(c) of this Certificate of Incorporation, "independent director" means a person other than an officer or employee of the Corporation or its subsidiaries or any other individual having a relationship, which, in the sole and absolute discretion of the Board of Directors, or in the case of a nominee, the Nominating Committee, would interfere with the exercise of independent judgement in carrying out the responsibilities of a Director. The following persons shall not be considered independent:

(1) a Director who is a member of, or employed by, the Corporation or any of its affiliates for the current year or any of the past three (3) years;

(2) a Director who accepts any compensation from the Corporation or

any of its affiliates in excess of $60,000 during the previous fiscal year, other than compensation for board service, benefits under a tax-qualified retirement plan, or non-discretionary compensation, or who primarily performs services for the Corporation in a capacity other than as a member of the Board of Directors;

(3) a Director who is a member of the immediate family of an individual who is, or has been in any of the past three years, employed by the Corporation or any of its affiliates as an executive officer. Immediate family includes a person's spouse, parents, children, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and anyone who resides in such person's home;

(4) a Director who is a partner in, or a controlling stockholder or an executive officer of, any for-profit business organization to which the Corporation made, or from which the Corporation received, payments that exceed 5% of the Corporation's or business organization's consolidated gross revenues for that year, or $200,000, whichever is more, in any of the past three years;

(5) a Director who is employed as an executive of another entity where any of the Corporation's executives serve on that entity's compensation committee; and

(6) a Director who is an officer, principal (as defined in the Commodity Exchange Act and applicable Regulations promulgated thereunder) or employee of a firm, which holds a membership either in its own name or through an employee on behalf of the firm.

Section 7. Elective Officers.

(a) Unless and until the Required Approval occurs, the following provisions shall apply:

(1) At the first Annual Election following the Effective Time and at every second Annual Election thereafter, the members of the Corporation shall elect as an officer a Vice Chairman of the Board.

(2) At the first Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect the following as officers: three Directors who shall be Full Members (including at least one non-resident as defined in Article SIXTH of the Certificate of Incorporation) and one Director who shall be an Associate Member (and who shall not be a non-resident member as defined in Article SIXTH of this Certificate of Incorporation),

(3) At the first Annual Election following the Effective Time, the members of the Corporation also shall elect, for a two-year term, one Director who shall be a Full Member and a non-resident as defined in Article SIXTH of this Certificate of Incorporation,

(4) At the second Annual Election following the Effective Time and at every second Annual Election thereafter, the members of the Corporation shall elect as an officer a Chairman of the Board,

(5) At the second Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect the following as officers: Three Directors who shall be Full Members (including at least one non-resident as defined in Article SIXTH of this Certificate of Incorporation), one Director who shall be an Associate Member (and who shall not be a non-resident member as defined in Article SIXTH of the Certificate of Incorporation),

(6) At the second Annual Election following the Effective Time, the members of the Corporation also shall elect, for one year terms, two Directors who shall be Full Members.

(7) At the third Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect the following as officers: Three Directors who shall be Full Members (including at least one non-resident as defined in Article SIXTH of the Certificate of Incorporation).

(b) The following provisions shall apply whether or not the Required Approval has occurred:

(1) At the first Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect as officers one member of the Nominating Committee who shall be a Full Member and one member of the Nominating Committee who shall be an Associate Member.

(2) At the first Annual Election following the Effective Time, the members of the Corporation shall elect as an officer, for a two-year term, one member of the Nominating Committee who shall be a Full Member.

(3) At the second Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect as officers two members of the Nominating Committee who shall be Full Members.

(4) At the third Annual Election following the Effective Time and at every third Annual Election thereafter, the members of the Corporation shall elect as an officer, one member of the Nominating Committee who shall be a Full Member.

APPENDIX B

AMENDED AND RESTATED

BYLAWS

OF

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

The amendment and restatement of the Bylaws provided for hereinafter shall take effect at the effective time (the "Effective Time") of the Amended and Restated Certificate of Incorporation (as amended from time to time, the "Certificate of Incorporation") of Board of Trade of the City of Chicago, Inc. (the "Corporation") to be filed with the Secretary of State of the State of Delaware in connection with the modernization of certain aspects of the Corporation's corporate governance structure, including, but not limited to, the possible reduction in the size of the Board of Directors of the Corporation from 18 directors to nine directors. If the Effective Time does not occur, the Bylaws shall not be amended and restated as provided for hereinafter but instead shall remain unchanged until further amended in accordance with the Bylaws and applicable law.

ARTICLE I - RULES AND REGULATIONS

Section 1 Incorporation of Rules.

In accordance with the Certificate of Incorporation of the Corporation, the Rules of the Corporation (the "Rules"), as they may be amended from time to time, are hereby incorporated by reference into and made part of these Bylaws. The Bylaws and Rules may be adopted, amended or repealed by the membership in the manner provided in the Certificate of Incorporation and Exhibit A thereto.

Section 2 Regulations.

The Board of Directors may adopt, amend or repeal Regulations of the Corporation (the "Regulations") not in conflict with the Rules, which shall have the binding effect of Rules. By majority vote, the Board of Directors may delegate, to particular committees as designated by the Board of Directors, the power to adopt, amend or repeal Regulations. Applicants for membership and any person or entity holding any membership or other interest in the Corporation shall be required to sign a written agreement to observe and be bound by this Certificate of Incorporation and the Bylaws, Rules and Regulations of the Corporation, as each may be amended from time to time. In addition, the Board of Directors may adopt interpretations of the Certificate of Incorporation, Bylaws and Regulations ("Interpretations") which shall be incorporated into and deemed to be Regulations. The Regulations and Interpretations of Old CBOT, as in effect at the effective time of the Merger, shall become Regulations and Interpretations, respectively, of the Corporation, subject to the provisions hereof and of the Certificate of Incorporation.

ARTICLE II MEMBERS AND OTHER INTEREST HOLDERS

Section 1 Terms and Conditions.

The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations, including trading rights and privileges, of members (full, associate or otherwise), member firms, membership interest holders, delegates and all categories and classes of memberships and other interests in the Corporation, shall be as provided herein, in the Certificate of Incorporation and in the Rules and Regulations. Without limiting the foregoing, requirements with respect to, and restrictions and limitations on, the ownership, use, purchase, sale, transfer or other disposition of any membership or interest therein, or any other interest of or relating to the Corporation or membership therein, including the payment of proceeds from the sale, transfer or other disposition of any membership or interest therein, shall be as provided herein, in the Certificate of Incorporation and in the Rules and Regulations, or as otherwise provided in accordance with applicable law.

Section 2 Annual Meeting and Chairman's Report.

The annual meeting of members shall be held on the first Thursday after the third Tuesday in February at 2:30 P.M. The annual mid-year Chairman's Report shall be given on the first Thursday after the third Tuesday in June at 2:00 P.M.

Section 3 Special Meetings.

Except as otherwise provided in the Certificate of Incorporation, special meetings of the members, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors or the Chairman of the Board and shall be held at such place, on such date, and at such time as they or he or she shall fix.

Section 4 Nominations and Annual Election.

(a) In connection with each Annual Election (as defined below), the Nominating Committee shall hold at least three meetings, of which due notice shall be posted on the bulletin board. All members may attend such meetings and suggest nominees for the offices to be filled at the following election. In selecting candidates, the Nominating Committee shall give special consideration to the desirability of having all interests of the Corporation represented on the Board of Directors. To the extent it remains a qualification for office, at least one candidate for Director at each applicable Annual Election must be a non-resident Full Member as defined in Article SIXTH of the Certificate of Incorporation. The Nominating Committee shall nominate at least one candidate for each of the elective offices. The Nominating Committee may, in its sole discretion, nominate two candidates for any of the elective offices, but shall not nominate more than two candidates for any individual elective office. The Nominating Committee will make the final determination of eligibility (i.e., qualification) for nomination for election to the Board of Directors, but may not otherwise preclude candidates nominated pursuant to Section 4(c) below from being added to the ballot.

(b) The Nominating Committee shall furnish the Secretary with a list of its nominees not later than five weeks prior to the Annual Election. Promptly upon submission, the list shall be posted by the Secretary upon the bulletin board. In case any nominee named by the Nominating Committee withdraws or becomes ineligible, and such withdrawal or ineligibility leaves no such candidate for the office for which the candidate was nominated, it shall be the duty of the Committee to nominate another candidate for such office. However, if such withdrawal or ineligibility leaves one or more candidates for such office, the Committee may at its discretion, but need not, nominate another candidate to replace the withdrawn or ineligible candidate.

(c) Other nominations may be made by petition, signed by not less than forty members in good standing and filed with the Nominating Committee not later than three weeks prior to the Annual Election. The Nominating Committee shall furnish the Secretary with a list of eligible petition nominees not later than two weeks prior to the Annual Election. Promptly upon submission to the Secretary, the names of eligible petition nominees shall be posted by the Secretary upon the bulletin board.

(d) Members shall vote to elect persons to serve on the Board of Directors and Nominating Committee at an annual election (the "Annual Election"). The Annual Election shall be held on such date and at such time as the Board of Directors shall each year fix, which date shall be within thirteen (13) months of the last Annual Election; provided however that the first Annual Election following the Effective Time need not be held until, but may occur no later than, March 31, 2002.

All candidates for the respective elective offices shall be listed alphabetically on the ballot.

Section 5 Notice of Meetings.

Written notice of the place, date, and time of all meetings of the members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation). The notice of any special meeting of members shall also state the purpose or purposes for which such meeting is called.

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting without regard to the presence of a quorum at such adjournment.

Section 6 Quorum.

At members' meetings, one hundred members, present in person or by proxy, shall constitute a quorum. If a quorum shall fail to attend, a majority of the members present, in person or by proxy, may adjourn the meeting to a subsequent time.

Section 7 Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board or, in his or her absence, such person as may be chosen by the vote of a majority of the members present, in person or by proxy, shall call to order any meeting of the members and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 8 Conduct of Business.

The chairman of any meeting of members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

Section 9 Consent of Members in Lieu of Meeting.

Any action required to be taken at any annual or special meeting of members of the Corporation, or any action which may be taken at any annual or special meeting of the members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of members to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section.

ARTICLE III - BOARD OF DIRECTORS

Section 1 General.

The Board of Directors shall be comprised of such persons, who shall be elected or appointed in such manner and shall have and exercise such powers, as provided in the Certificate of Incorporation.

Section 2 Quorum.

To the extent the size of the Board of Directors remains 18 members, 10 members of the Board shall constitute a quorum, and, to the extent the size of the Board of Directors is reduced to nine members, five members shall constitute a quorum but, in each case, a lesser number may adjourn to a subsequent time.

Section 3 Attendance at Board Meetings.

In accordance with Section 7 of this Article II, members of the Board of Directors or any committee who are physically present at a meeting of the Board of Directors or any committee may adopt as the procedure of such meeting that, for quorum purposes or otherwise, any member not physically present but in continuous communication with such meeting shall be deemed to be present. Continuous communication shall

exist only when, by conference telephone or similar communications equipment, a member not physically present is able to hear and be heard by each other member deemed present, and to participate in the proceedings of the meeting.

Section 4 Regular Meetings.

Regular meetings of the Board of Directors shall be at such place or places, on such date or dates, and at such time or times as shall be established by the Board of Directors and publicized among all of the Directors by call letter. A notice of such regular meeting shall not be required.

Section 5 Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board, and shall be called by the Secretary upon the written request of five Directors, to the extent the size of the Board of Directors remains 18 members, or by three directors, to the extent the size of the Board of Directors is reduced to nine members. The Secretary shall give at least one hour's notice of such meetings either by announcement on Change or by call letter. No business may be considered except that embraced by announcement of Change or in the call letter.

Section 6 Roll Call Votes by Board.

A motion to order a roll call vote by the Board of Directors shall be deemed adopted if duly made by any present director.

Section 7 Annual Report to Members.

The Board of Directors, at each annual meeting of the members, shall make a complete report of all receipts and expenditures for the preceding year and an exhibit of the financial affairs, property, and general condition of the Corporation.

Section 8 Emergencies.

In addition to their general authority under law, the Certificate of Incorporation and these Bylaws, the Board of Directors and certain officers of the Corporation shall have such authority in certain emergencies as provided in the Rules.

Section 9 Certain Rights and Restrictions.

The right of any person to vote, participate or take any action in any capacity as a member of the Board of Directors or any committee, panel or other body shall be subject to such requirements and restrictions as may be provided herein, in the Certificate of Incorporation and in the Rules and Regulations.

ARTICLE IV - COMMITEES AND DEPARTMENTS

Section 1 General.

To the fullest extent permitted by law and the Certificate of Incorporation, the Board of Directors shall have the power to appoint, and to delegate authority to, such committees of the Board of Directors as it determines to be appropriate from time to time.

Section 2 Additional and Standing Committees.

In addition to such committees as may be authorized by the Board of Directors from time to time, the Corporation shall have such additional and standing committees, which shall be comprised of such persons having such powers and duties, as provided in the Rules and Regulations. Any person may be disqualified from serving on or participating in the affairs of any committee to the extent provided in the Rules and Regulations.

Section 3 Departments.

The Corporation shall have such departments as are authorized in or in accordance with the Rules and Regulations.

ARTICLE V - OFFICERS

Section 1 General.

The Corporation shall have such officers, with such powers and duties, as provided herein and in the Certificate of Incorporation.

Section 2 President.

The Corporation shall have a President with such powers and duties as provided in the Certificate of Incorporation.

Section 3 Officers Other Than President.

Following each Annual Election, the Board of Directors shall appoint such Vice Presidents as it may deem necessary or desirable for the efficient management and operation of the Corporation. The Executive Vice President and any other Vice Presidents shall be responsible to the President. The Board of Directors shall also appoint such other officers as may be necessary. The Board of Directors may prescribe the duties and fix the compensation of all such officers and they shall hold office during the will of the Board of Directors.

Section 4 Bonding of Employees.

The President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer shall be placed under bond of $50,000 each, premium to be paid out of the general funds of the Corporation; and such other employees of the Office of the Secretary, who handle funds of the Corporation, shall be bonded in the sum of $5,000 each, premiums to be paid out of the general funds of the Corporation.

Section 5 Secretary.

The Secretary shall perform such duties as may be delegated to him or her by the Board of Directors or the President. In addition he or she shall be charged with the following specific duties:

(a) To take charge of the books, papers, and corporate seal of the Corporation;

(b) To attend all meetings of the Corporation and the Board of Directors, and to keep official records thereof;

(c) To give notices when required of all Corporation and Board of Directors meetings;

(d) To conduct the correspondence of the Corporation under the direction of the proper officers;

(e) To furnish to the Chairman of every Special Committee a copy of the resolution whereby such Committee was created;

(i) To post all notices which may be required to be posted upon the bulletin board;

(f) To keep his or her office open during usual business hours;

(g) To see that the rooms and property of the Corporation are kept in good order;

(h) To attest, upon behalf of the Corporation, all contracts and other documents requiring authentication;

(i) To permit members to examine the records of the Corporation upon reasonable request; and

(j) To post on the bulletin board from time to time the names of all warehouses, the receipts of which are declared regular for delivery, and also, upon direction of the Board of Directors, to post any fact tending to impair the value of receipts issued by such warehouses.

Section 6 Assistant Secretaries.

Assistant Secretaries shall perform such duties as the Secretary or the Board may require, and shall act as Secretary in the absence or disability of the Secretary.

Section 7 Treasurer.

The Treasurer shall have general charge of all funds belonging to the Corporation, and shall be charged with the following specific duties:

(a) The Treasurer shall receive from the Secretary deposit of funds belonging to the Corporation. Checks in amounts over $10,000 shall be signed by either the President, the Chief Financial Officer, the Treasurer, the Secretary or the Assistant Secretary and countersigned by the Chairman of the Board, a Vice Chairman of the Board, to the extent it remains an elective office, or one of the three other elected members of the Executive Committee;

(b) To make an annual report to the Corporation of all receipts and disbursements; and

(c) To keep all of his or her accounts in permanent books of account belonging to the Corporation, which books shall at all times be open to the examination of the Board of Directors or any committee thereof.

Section 8 Assistant Treasurer.

The Assistant Treasurer shall perform such duties as the Treasurer or the Board of Directors may require, and shall act as Treasurer in the absence or disability of the Treasurer.

ARTICLE VI - NOTICES

Section 1 Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any member, Director, committee member, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by prepaid telegram or mailgram. Any such notice shall be addressed to such member, Director, committee member, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by telegram or mailgram, shall be the time of the giving of the notice.

Section 2 Waivers.

A written waiver of any notice, signed by a member, Director, committee member, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such member, Director, committee member, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VII - MISCELLANEOUS

Section 1 Facsimile Signatures.

Facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2 Corporate Seal.

Except as may be otherwise determined by the Board of Directors from time to time, the seal of the Corporation shall bear a figure of Justice with a ship in the distance surrounded with the corporate name of the Corporation.

Section 3 Reliance upon Books, Reports and Records.

Each Director and each member of any committee designated by the Board of Directors, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such Director or

committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4 Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors from time to time.

Section 5 Time Periods.

Except as otherwise specifically provided, in applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII - INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1 Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation or is or was serving at the request of the Corporation as a Director, officer, committee member or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, committee member or employee or in any other capacity while serving as a Director, officer, committee member or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this ARTICLE VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Section 2 Right to Advancement of Expenses.

The right to indemnification conferred in Section 1 of this ARTICLE VIII shall include the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the

Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this ARTICLE VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, officer, committee member or employee and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 3 Right of Indemnitee to Bring Suit.

If a claim under Section 1 or 2 of this ARTICLE VIII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE VIII or otherwise shall be on the Corporation.

Section 4 Non-Exclusivity of Rights.

The rights to indemnification and to the advancement of expenses conferred in this ARTICLE VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, Bylaws, agreement, vote of members or disinterested Directors or otherwise.

Section 5 Insurance.

The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, committee member or employee of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the

Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 6 Indemnification of Agents of the Corporation.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation.

Section 7 Corporation Defense Expenses.

Any member or member firm who fails to prevail in a lawsuit or any other type of legal proceeding instituted by that member or member firm against the Corporation or any of its officers, Directors, committee members, employees or agents must pay to the Corporation all reasonable expenses, including attorney's fees, incurred by the Corporation in the defense of such proceeding. Any member or member firm required to compensate the Corporation pursuant to this section shall be assessed interest on such amount at the rate of Prime plus 1%, which interest shall accrue from the date such amount was demanded in writing after the member or member firm failed to prevail in a lawsuit or any other type of legal proceeding against the Corporation.

ARTICLE IX - AMENDMENTS

These Bylaws may be amended in the manner specified in the Certificate of Incorporation and Exhibit A thereto.

Chapter 1
Government

Ch1 Miscellaneous

100.00 Temporary Rule Revision Authority - Notwithstanding any other provisions of the Corporation's bylaws and rules, the Board of Directors and/or the e-cbot Board of Directors, as applicable, (the "applicable Board") shall be authorized to enact revisions to the Corporation's rules on a temporary basis, without submitting such revisions to a membership vote, subject to the following conditions:

a) The applicable Board shall determine, in its sole discretion, that there is an immediate competitive need for such rule revision and that such revision is in the best interests of the Corporation.

b) Any such rule revision which concerns fees charged by the Corporation shall be consistent with Regulation 450.05.

c) Each rule revision enacted pursuant to this Rule 100.00 shall expire no later than one year after its implementation, unless such revision is duly adopted by membership vote to remain in effect for any period of time beyond one year. (07/01/03)

110.00 Petition Ballot Vote Communications - In the event that a ballot vote is forced by petition, all official communications, either written or presented at a Member meeting, will be accompanied by the views of both the Board and the petitioners. The Exchange will provide to the petitioners a minimum of 10 days from the receipt of notice to prepare written or presentation materials to accompany Exchange official communications. The petitioners will be represented by a registered sponsor (an individual who submits the original petitions and who chooses to register as the sponsor) or his designee. If there is no registered sponsor for the petition, the views of the Board and the petitioners should be equitably represented by the Chief Legal Counsel of the Exchange. (01/01/00)

134.00 Board Member Voting Records - The voting record (except those involving strategic planning or disciplinary issues) of each individual Board member should be recorded and available the day following the vote at the Secretary's office to any interested Full or Associate Member. (01/01/00)

144.00 Assistant Secretaries - Assistant Secretaries shall perform such duties as the Secretary or the Board may require, and shall act as Secretary in the absence or disability of the Secretary. 78 (08/01/94)

156.00 Nominating Committee - Until the first business day of January, 2001, the Nominating Committee shall consist of seven members: six elected members and one elected Associate Member whose terms of office shall be three years. Beginning on the first business day of January, 2001, the Nominating Committee shall consist of five members: four elected Full Members and one elected Associate Member whose terms of office shall be three years, except as provided in the Certificate of Incorporation, Exhibit B, Section 7. The Committee members shall elect their own Chairman who shall be a Full Member. The Associate Member shall serve as a full voting member of the Committee. No member of the Nominating Committee shall be eligible for re-election or reappointment for a period of three years after his term expires. 51 (11/01/00)

157.00 Business Conduct Committee - (See 542.00) (08/01/94)

158.00 Floor Governors Committee - (See 543.00) (08/01/94)

159.00 Membership Committee - All applications for membership shall be referred to the Membership Committee. The Membership Committee, in its discretion, may require an applicant who resides in the continental United States to appear in person for an examination either before the full committee, a duly authorized subcommittee thereof, or a representative of the Member Services Department. The Committee may also impose different requirements for other applicants in lieu of personal appearance.

The Membership Committee, by a majority vote of its members present at a duly constituted meeting, shall approve or deny the admission of the applicant to membership. A decision of the Membership Committee to deny the application may be appealed to the Regulatory Compliance Committee. 102 (12/01/03)

159.01 Membership Committee Panels - The Chairman of the Membership Committee may appoint panels of Committee members to hold duly constituted meetings, in accordance with Rule 159.00, for the purpose of approving or denying applications for membership. Any such panel must consist of not fewer than three members of the Committee. (08/01/94)

160.00 Committee of Arbitration; Committee of Appeals - (See 600.00) (08/01/94)

162.01 Standing Committees - Standing Committees may be made up of full and associate members of the Association and members of the staff of the Association, unless otherwise specifically provided for in the Rules and Regulations. In addition, holders of GIM, IDEM or COM Membership Interests may be appointed by the Chairman of the Board to serve as non-voting advisors to any Committee. The Chairman of the Board and the President shall be ex-officio (non-voting) members of all committees of which they are not regular members.

The Chairman of the Board, with the approval of the Board of Directors, may appoint full or associate members to both committees and subcommittees. (08/01/94)

162.03 Executive Committee - The Executive Committee shall consist of the Chairman of the Board, Vice Chairman of the Board, the President, who shall be a non-voting member of the Committee, and three member Directors. Two such Directors may be nominated by the Chairman of the Board, subject to the approval of the Board. The other shall be elected by the Board in the following manner:

Nominations may be made only by Directors who are members of the Exchange but every member of the Board, except the President, who is a non-voting member of the Board of Directors, may vote. A majority of all votes cast shall be necessary for election. If no nominee shall receive a majority on three ballots, a fourth ballot shall be taken when a plurality shall elect.

To be eligible to serve on the Executive Committee, a Director must have served at least one year as a Director. The Chairman of the Board shall be the Chairman of the Executive Committee. (02/01/01)

162.05 Additional Committees - In addition to those appointed by the Chairman of the Board, the Board may appoint such committees as it sees fit and prescribe the duties thereof. 1023 (08/01/94)

162.09 Strategy Committee - The Strategy Committee shall consist of no more than eleven members of the Board. A Vice Chairman of the Board will be Chairman of the Strategy Committee. The Chairman of the Board, with the approval of the Board of Directors, may fill any vacancy on the Committee by appointing another member of the Board to serve on the Committee.

The responsibilities of the Strategy Committee shall be as follows; (a) to review and recommend a strategic plan for the Exchange; (b) to develop and track performance milestones implied in the strategic plan; (c) to ensure that subcommittee activities are consistent with the strategic plan; (d) to establish policies and priorities for addressing member proposals; and (e) to understand the competitive position of the Exchange. (03/01/99)

163.00 Investigating Committee - (See 541.00) (08/01/94)

164.00 Finance Committee - The Chairman of the Board, with the approval of the Board, shall appoint a Finance Committee, which shall consist of seven members of the Board. All Finance Committee members shall be Full Members, except that one Finance Committee member may be an Associate Member.

Each year the Chairman of the Board shall appoint the Chairman of the Committee for a one-year term provided that the Chairman of the Board upon the effective date of this Rule shall appoint the Chairman of the Committee for a term that shall expire in January 1995.

The Chairman of the Board, with the approval of the Board, shall fill any vacancy in the Committee by appointing another member of the Board to serve on the Committee.

The responsibilities of the Finance Committee shall be as follows: (a) to oversee the monetary affairs of the Exchange, including cash flow, balance sheet, financing activities and investment of member capital; (b) to review and recommend annual budgets and capital expenditure plans for Board approval; (c) to review and recommend specific capital expenditures over an amount to be determined by the Board; (d) to establish revenue-sharing policies for joint ventures and alliances; (e) to review and recommend service, transaction processing and other service fee structures; and (f) to review and recommend membership dues policy. (08/01/94)

165.01 Regulatory Compliance Committee - The Chairman of the Board, with the approval of the Board, shall appoint a Regulatory Compliance Committee, which shall be comprised of the following voting members:

- Three members of the Board, all of whom shall be Full Members or Associate Members; and

- The chairmen of the Arbitration, Business Conduct, Financial Compliance, Floor Conduct, Floor Governors and Membership Committees.

Each year the Chairman of the Board shall appoint, from among the Board members on the Committee, the Chairman of the Regulatory Compliance Committee for a one-year term, provided that the term of the first Committee chairman so appointed shall expire in January 1995.

The Regulatory Compliance Committee shall be responsible for (a) the approval of legislative priorities and responses to legislative and regulatory initiatives; (b) the determination of membership capital requirements; (c) the establishment of risk management policies; (d) the establishment of membership criteria; (e) hearing appeals from denials of membership applications; (f) the monitoring of compliance policies; and (g) establishing ranges for penalties and fines for violations of the Rules and Regulations of the Association.

The Committee shall instruct the Office of Investigations and Audits to administer a statement of Member's Rights to each member (or employee of a member) who is the subject of an investigation. (See below.)

Members of the Committee shall be appointed by the Chairman of the Board with the approval of the Board. The Chairman of the Board, with the approval of the Board, shall fill any vacancy in the Board members serving on the Committee by appointing another member of the Board to serve on the Committee.

STATEMENT OF MEMBER'S RIGHTS
APPURTENANT TO EXCHANGE PROCEEDINGS

The Chicago Board of Trade ("Exchange" or "CBOT") is a self-regulatory organization subject to supervisory regulation of the Commodity Futures Trading Commission ("CFTC"). In order to fulfill its self-regulatory obligations the Exchange is required by the CFTC to undertake certain surveillance activities and to maintain an enforcement staff that prosecutes possible violations of Exchange rules before Exchange committees. At the CBOT these responsibilities are carried out by the Office of investigations and Audits ("OIA") pursuant to CBOT Regulations 170.01 and 170.02.

Investigations may be initiated by staff, members, the CFTC of the public. When an investigation is completed, an Investigations Report concerning the alleged violation is prepared and submitted to the appropriate Exchange disciplinary committee for review and action. An Investigation Report is a privileged document and not subject to disclosure, although the essential elements of an Investigative Report include a summary of the case and evidence gathered by OIA, along with an OIA recommendation on whether to proceed.

A member, member firm or any other person subject to questioning during an investigation is afforded the following rights, in addition to those rights contained in Chapter 5 of the Exchange Rulebook:

1) The right to be represented by counsel during questioning and at any subsequent proceeding before an Exchange committee. Regulation 540.03(g).

2) The right to be informed of the general act or conduct which is the subject of the investigation, in so far as is determinable at the time of questioning.

3) The right not to answer any question, if the answer would convict or tend to convict the person of any State of Federal law. Rule 548.00.

4) The right to examine any statements or documents which are relevant to the issued charges, excluding privileged work product and the Investigative Report. Regulation 540.03(a).

5) The right to call relevant witnesses at any hearing and, for those witnesses within the jurisdiction of the Association, compel their attendance.

6) The right of one peremptory (for no reason) challenge to the presence of a member of an Exchange disciplinary committee impaneled to hear the matter and unlimited challenges for cause.

In addition, members, member firms or any other persons subject to questioning during an investigation should be aware that Section 9(a)(4) of the Commodity Exchange Act makes it a felony to willfully falsify or conceal a material fact, to make a false, fictitious or fraudulent statement, or to knowingly make or use a false document to any representative of the Exchange, including OIA employees, who are performing their official duties.

I hereby acknowledge that I have read this Statement of Member's Rights this _____ day of _____, 20 _____.

_____

04/01/01

165.02 Audit Committee - The Audit Committee shall be composed of four members of the Board nominated by the Chairman of the Board and approved by the majority vote of the Board.

The Audit Committee shall be responsible for (a) recommending the outside auditor to conduct an annual audit of the financial affairs of the Association; (b) approving the scope of such audits; (c) ensuring that adequate financial reporting systems and controls are in place; (d) reviewing the audit findings and management's response to those findings; and (e) ensuring the effectiveness of outside auditors and the internal financial audit staff. (08/01/94)

165.03 Human Resources Committee - The Human Resources Committee shall be composed

of five members of the Board, including the Chairman of the Board. The Chairman of the Committee shall be the Chairman of the Board. The other members of the Committee shall be nominated by the Chairman of the Board and approved by the Board.

The Human Resources Committee shall be responsible for (a) establishing human resource policies; (b) approving, up to certain specified levels which the Board from time to time shall establish, senior management compensation specifically as follows: officer salaries (excluding the salary of the President) and, in conjunction with the President, non-officer salaries; (c) reviewing and recommending senior management appointments; (d) reviewing senior management evaluations, development and succession plans; (e) reviewing and recommending basic organizational structure; and (f) evaluating the performance of the President. (03/01/98)

170.00 Departments - The Board, or the President with the approval of the Board, is authorized to establish and maintain such departments as may be deemed necessary from time to time, and the Board shall make all needful Regulations applicable thereto. All such departments shall be under the supervision of the President, who shall be responsible to the Board. 81 (08/01/94)

170.01 Office of Investigations and Audits - Under authority of Rule 170.00 there is established a Department of the Association to be known as the Office of Investigations and Audits. The Office shall function under the supervision of an individual who shall be at least a Vice President of the Association. The Office of Investigations and Audits shall initiate and conduct investigations and audits on behalf of the President and Chief Executive Officer and on behalf of the Association. No employee of such office shall have any interest in the business of any member, member firm, or other person with trading privileges. The individual who supervises such Office shall function also as a liaison officer between the Business Conduct Committee and the Financial Compliance Committee and the Commodity Futures Trading Commission. 1785 (08/01/94)

170.02 Office of Investigations and Audits - All officers, committees and departments of the Association shall be entitled to use and shall make the fullest possible use of the services provided by the Office of Investigations and Audits consistent with their respective responsibilities and special needs, and the President shall work out and establish policies and procedures governing the initiation and handling of needed investigations, audits and Exchange business. All such policies and procedures shall be consistent with and not in conflict with the following declared policies of the Board:

(a) All information obtained by the Office of Investigations and Audits regarding market positions and identity of traders shall be considered confidential, regardless of source, and shall be disclosed only to the Chairman or acting Chairman of the Business Conduct Committee and/or the Financial Compliance Committee, and authorized Exchange employees, and shall be disclosed to the Business Conduct Committee and/or the Financial Compliance Committee sitting as a committee when and after the individual in charge of the Office of Investigations and Audits or the Chairman or acting Chairman of the Business Conduct Committee and/or the Financial Compliance Committee shall have reason to believe that such Committee would or should take preventive or disciplinary action if such information were presented to it. This shall not preclude the Business Conduct Committee and/or the Financial Compliance Committee from ordering investigations or audits to be made at any time for the special purpose of obtaining information regarding the market position and identity of any trader or traders, and in such cases the Office of Investigations and Audits shall report fully and completely to the Committee any and all such information so obtained or in its possession.

(b) It shall be considered a breach of trust for any employee of the Office of Investigations and Audits or authorized Exchange employee to divulge, or allow or cause to be divulged, to any unauthorized person, any confidential, commercially sensitive, or non-public information, including any information regarding the market position, financial condition, or identity of any trader or firm or to disclose the name of any customer of one firm to any other firm, except as provided for in paragraph (a) hereof or when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by any administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors. Such information shall not be divulged by any employee of the Office of Investigations and Audits or authorized Exchange employee without the prior approval of the individual responsible for supervision of the Office of Investigations and Audits. 1786 (07/01/02)

170.03 Department of Member Services - Under the authority of Rule 170.00 there is established a Department of Member Services. The function of such Department shall be (1) to act in accordance with Regulations of the Board and policies and procedures established by the Membership Committee and (2) to develop and process information in behalf of the Board, the Membership Committee, the Business Conduct Committee and all other Committees and Departments of the Association. The services of such Department shall not, however, be used in connection with the investigation of market positions nor shall it demand information from which knowledge of market

positions could be obtained. The Department shall function under the supervision of a Vice President who shall be a full time employee of the Association. No employee of such Department shall have an interest in the business of any member or member firm. 1787 (08/01/94)

170.04 Department of Member Services - Any irregularities that may be found by the Department incidental to its routine analysis of financial statements shall be immediately reported to the Financial Compliance Committee. Except as otherwise provided, all financial information obtained by the Department shall be considered confidential and shall be disclosed only to the appropriate committee or department requesting the information or to an Officer of the Association. 1788 (08/01/94)

170.05 Department of Member Services - The Board, Committees and Departments of the Association shall make the fullest possible use of the services provided by the Department of Member Services consistent with their respective responsibilities and special needs, and in cooperation with such Department shall work out and establish policies and procedures governing the use of such services. 1789 (08/01/94)

170.07 Market Report Department - The records and reports of the Market Report Department shall be considered and treated as portions of the official records of the Association and may not be given out or disseminated except pursuant to the conditions and restrictions prescribed by these Regulations.

The Exchange shall have charge of all matters relating to collection, dissemination, and use of quotations in connection with commodities or securities. It shall have the power to approve or disapprove any application for quotation service to a non-member or to telephonic or telegraphic wire or wireless connection between the office of a member or a member's firm and the office of any corporation, firm, or individual not a member of the Association transacting a banking or brokerage business and it shall have power at any time to disapprove the furnishing of any such quotation service or any such wire or wireless connection and to require the discontinuance thereof. It may inquire into wire or wireless connections of every kind whatsoever between the office of a member and any member or non-member, and may require the discontinuance of any such connection. 1030 (08/01/94)

180.00 Emergencies

(a) The Board, upon the affirmative vote of two-thirds of the members voting at a meeting where a quorum is deemed present and at least one-third of the full Board is physically present, may adopt an emergency Regulation or Resolution which shall supersede and supplant all contrary or inconsistent Rules, Regulations, Resolutions or Rulings. Notice of the adoption of an emergency Regulation or Resolution shall be posted promptly on the floor of the Exchange.

(b) An emergency Regulation or Resolution shall expire upon the happening of any of the following events:

(i) the Board shall have voted to rescind the emergency Regulation or Resolution in the same manner as for its adoption;

(ii) the Commodity Futures Trading Commission shall have failed to authorize the extension of the emergency Regulation or Resolution within thirty (30) days after its adoption for a period not to exceed sixty (60) additional days; or

(iii) the Board or the Members of the Association shall have failed to adopt the emergency Regulation or Resolution in accordance with Rules 107.00 or 132.00 during the time period when the emergency is in effect.

(c) All Exchange contracts shall be subject to the exercise of these emergency powers by the Board as well as the exercise by the Clearing Services Provider of the powers reserved to it by its policies, Rules and Regulations.

(d) The Term "emergency" shall include all emergency circumstances now or hereafter referenced in the Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission thereunder, and all other circumstances in which an emergency can lawfully be declared by the Board.

(e) Except as otherwise stated in an emergency Regulation or Resolution adopted hereunder, the powers exercised by the Board under this Rule shall be in addition to and not in derogation of the authority granted by the Rules and Regulations to a committee or officer of the Association to take action as specified therein. (01/01/04)

180.01 Physical Emergencies - In the event the physical functions of the Association are, or are threatened to be, severely and adversely affected by a physical emergency such as but not limited to fire or other casualty, bomb threats, substantial inclement weather, power failures, communications or automated system breakdowns, or transportation breakdowns, either the Chairman, the President, or in their absence a member of the Executive Committee or another officer of the Exchange, is authorized to take such action as he shall deem necessary or appropriate to deal with such emergency including but not limited to suspending trading, provided that no trading suspension shall continue for more than five days without the approval of the Board under Rule 180.00; restoring trading; temporarily extending, limiting or changing the hours of trading; and extending the last day of trading and the delivery dates for expiring contracts. In addition, an officer of the Exchange, or his designee, may take such action as he shall deem necessary or appropriate to deal with a physical emergency, even if the Chairman and the President are not absent, if such authority has been delegated by the Chairman and the President. (06/01/00)

180.02 Emergency Actions Under Rule 180.00 - Pursuant and subject to the provisions of Rule 180.00, the Board may take or direct such actions as it deems necessary or appropriate to meet an emergency, including but not limited to such actions as:

(a) limited trading to liquidation only, in whole or in part;

(b) limited trading to liquidation only, except new sales for delivery;

(c) extending or shortening the time for the expiration of trading;

(d) extending the time for delivery;

(e) ordering liquidation of contracts;

(f) ordering the fixing of settlement prices;

(g) ordering the reduction of positions;

(h) ordering the transfer of positions, and the money, securities and property securing such positions, held on behalf of customers by a member, to another member or members willing to assume such positions;

(i) extending, limiting or changing the hours of trading;

(j) suspending trading;

(k) changing or removing daily price fluctuation limits;

(l) modifying or suspending any of the Rules and Regulations. (08/01/94)

181.00 Retirement - The Board is authorized to adopt, maintain, amend, and terminate, from time to time, a plan or plans for the retirement of employees of the Association and its wholly owned subsidiary corporations and for the payment of pensions to such retired employees; provided, however that no such plan or plans shall be applicable to employees who are covered by a collective bargaining agreement pension plan; and provided, further, that no retired employee now receiving retirement compensation shall have his combined Government assistance and retirement compensation which was in effect prior to September 1, 1950, reduced as a result of any such plan or plans. 76 (08/01/94)

184.00 Appropriations - There shall be no appropriation of money or property of the Association except for the purpose of its legitimate business or to promote the purposes of its organization. 601 (08/01/94)

185.00 Repealing Clause - These Rules shall be effective upon such days as may be proclaimed by the Board. Upon the taking effect of these Rules, all former Rules and Regulations shall be repealed, except as herein provided, and except that prior transactions shall be governed by the Rules previously in effect. 606 (08/01/94)

186.00 Liability Under Previous Rules and Regulations - The provisions of the Rules and Regulations in force immediately prior to the adoption of these Rules and Regulations shall be superseded hereby, except that such adoption shall not affect the liability of any member of the Association for any offense theretofore committed, or any rights or liabilities theretofore acquired or incurred. 607 (08/01/94)

188.01 Governing Members Possessing Material, Non-Public Information - - No member of the Association who is a member of the Board of Directors or a Committee of the Association knowingly shall use or disclose, for any purpose other than the performance of such member's official duties as a member of the Board of Directors or any such Committee, material, non-public information obtained as a result of such member's participation on the Board of Directors or any such committee. (08/01/94)

188.02 Service on Board of Directors, Disciplinary Committees, Oversight Committees and Arbitration Panels - No person shall serve on any disciplinary committee (i.e., Appellate Committee, Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee, Floor Conduct Committee or Hearing Committee), oversight committee (i.e. Regulatory Compliance Committee), arbitration panel or the Board of Directors of the Association:

1) who is found by a final decision or settlement agreement (or absent a finding in the settlement agreement if any acts charged included a disciplinary offense) to have committed a disciplinary offense, as defined in Commodity Futures Trading Commission ("Commission") Regulation 1.63 (a) (6); or

2) whose Commission registration in any capacity has been revoked or suspended; or

3) who is subject to an agreement with the Commission or any self-regulatory organization not to apply for registration; or

4) who is subject to a denial, suspension or disqualification from serving on a disciplinary committee,

oversight committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934; or

5) who has been convicted of any felony listed in Section 8a(2) (D) (ii) through (iv) of the Commodity Exchange Act;

for a period of three years from the date of such final decision or for such time as the person remains subject to any suspension, expulsion or has failed to pay any portion of a fine imposed for committing a disciplinary offense, whichever is longer.

All terms used herein shall be defined consistent with Commission Regulation 1.63(a). (11/01/94)

188.03 Exchange Liability -

A. Except as provided in the Commodity Exchange Act and/or the regulations of the Commodity Futures Trading Commission, and except in instances where there has been a finding of willful or wanton misconduct, gross negligence, bad faith or fraudulent or criminal acts, in which case the party found to have engaged in such misconduct cannot invoke the protection of this provision, neither the Exchange nor any of its directors, officers, employees, agents or consultants shall have or incur any liability whatsoever to its members, any persons associated therewith, their customers or any third parties related thereto or their successors, assigns, or representatives, for any loss, damage, cost, claims or expense (including but not limited to indirect, incidental or consequential damages) that arise out of the use or enjoyment of the facilities or services afforded by the Exchange, any interruption in or failure or unavailability of any a such facilities or services, any action taken or omitted to be taken with respect to the business of the Exchange or any information or data provided or withheld by the Exchange. Such limitation of liability shall apply to all claims, whether in contract, tort, negligence, strict liability or otherwise.

The Exchange makes no warranty, express or implied, as to the results to be obtained by any person or entity from the use of any data or information transmitted or disseminated by or on behalf of the Exchange. The Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose or use with respect to any data or information transmitted or disseminated by or on behalf of the Exchange.

B. Subject to the limitations set forth above, neither the Exchange nor any of its directors, officers, employees, agents or consultants shall have or incur any liability whatsoever to its members, their customers or any third parties associated therewith, or their successors, assigns, or representatives, for any loss, damage, cost or expense (including but not limited to indirect, incidental or consequential damages) incurred by members or customers as a result of any failure, malfunction, fault, delay, omission, inaccuracy, interruption or termination of service in connection with the furnishing, performance, operation, maintenance or use of or inability to use all or any part of any Exchange systems. Such limitation of liability shall apply regardless of the cause of such systems failure even if due to Exchange error, omission or negligence. Further, such limitation of liability shall apply to all claims, whether in contract, tort, negligence, strict liability or otherwise.

Additionally, the Exchange, its directors, officers, employees, agents or consultants shall have or incur absolutely no liability whatsoever for any errors or inaccuracies in information provided by any Exchange systems or for any losses resulting from unauthorized access or any other misuse of any Exchange systems by any person.

C. As used in this regulation, the term "systems" includes, but is not limited to, electronic order entry/delivery, trading through any electronic means, electronic communication of market data or information, workstations used by members and authorized employees of members, price reporting systems and any and all terminals, communications networks, central computers, software, hardware, firmware and printers relating thereto.

D. As used in this regulation, the term "Exchange" shall mean the Board of Trade of the City of Chicago, as well as any entity in which the Board of Trade is now or will become a general partner, a member, or a shareholder, including but not limited to Ceres Trading Limited Partnership, C.B.T. Corporation, and Chicago Board Brokerage, Inc. (08/01/97)

188.04 Conflicts of Interest -

(a) Relationship with a Named Party in Interest

(1) Nature of Relationship. A member of the Board of Directors, the Executive Committee, the Regulatory Compliance Committee, the Appellate Committee, the Hearing Committee, the Business Conduct Committee, the Floor Governors Committee, the Financial Compliance Committee, or the Floor Conduct Committee must recuse himself from such body's deliberations and voting on any matter involving a person or entity that is identified by name as a subject of the matter ("named party in interest"), except with regard to summary penalties for violating rules relating to decorum, attire, floor recordkeeping or submission of trade data to the Exchange or the Clearing Services Provider, where such member:

(i) is the named party in interest;

(ii) has a family relationship with the named party in interest. A family relationship includes the member's spouse, former spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, nephew, niece or in-law;

(iii) is an employer, employee, or fellow employee of the named party in interest; or

(iv) has a direct and substantial financial relationship with the named party in interest, but not including relationships limited to executing futures or options transactions opposite each other.

When a CTR violation is not treated as a summary offense, and the preliminary penalty is not more than $5,000, a member of the CTR Subcommittee or the Business Conduct Committee must only recuse himself from deliberations and voting on the recommendation, issuance or settlement of charges against a member firm if the committee member is a principal or employee of that member firm.

(2) Recusal. Prior to the consideration of any matter involving a named party in interest, each member who believes that he has a relationship of the type specified in section (a)(1) of this Regulation must voluntarily recuse himself from deliberations and voting on the matter. If the member is not sure if his relationship meets the criteria specified in section (a)(1), he must disclose the relationship to the designated Exchange staff liaison who will determine whether recusal is required based on the information provided by the member.

(b) Financial Interest in an Emergency Action

(1) Nature of Interest. A member of the Board of Directors, the Executive Committee, or the Business Conduct Committee must recuse himself from such body's deliberations and voting with regard to recommending or taking action to address an emergency, as defined in CFTC Regulation 40.1, if the member knowingly has a direct and substantial financial interest in the result of the vote based upon either Exchange or non-Exchange positions that could reasonably be expected to be affected by the action.

(2) Recusal. Prior to the consideration of an emergency action, each member who believes that he has such a financial interest must voluntarily recuse himself from deliberations and voting on the matter, except as provided in section (c). If the member is not sure if a financial interest, of which he has knowledge, is direct and substantial, he must disclose the interest to the designated Exchange staff liaison who will determine whether recusal is required based on the information provided by the member.

In determining whether a financial interest is direct and substantial, a member should consider the following positions: (a) those held in accounts in which he has an ownership interest; (b) those held in accounts for which he directs trading; (c) those which he knows are held in proprietary accounts of any firm of which he is an employee or principal, as defined in CFTC Regulation 3.1(a); and (d) those which he knows are held in customer accounts of any firm of which he is an employee or principal.

(c) Participation in Deliberations

A member of the Board of Directors, the Executive Committee, or the Business Conduct Committee may participate in deliberations prior to a vote to recommend or take emergency action, from which he otherwise would be required by section (b)(2) to recuse himself, if the deliberating body determines that such participation is necessary for such body to achieve a quorum in the matter, or if the member has unique or special expertise, knowledge or experience in the matter. If such a member participates in deliberations, he must recuse himself from voting on the matter.

(d) Business Conduct Committee Surveillance of Expiring Contracts

A member of the Business Conduct Committee must recuse himself from the Committee's deliberations and voting with regard to all matters relating to its surveillance of expiring futures contracts, except with regard to recommending or taking action to address an emergency, which is governed by paragraph (b) above,

if the member personally owns or controls positions in the expiring futures contract or in its corresponding options contract.

(e) Documentation

The Board of Directors or the relevant committee must reflect in its minutes: (a) the names of all members who attended the meeting in person or who otherwise were present by electronic means, and (b) the names of any members who recused themselves from deliberating or voting on any matter.

* Note: Members of the Board of Directors may be required to recuse themselves from deliberations and voting for other reasons or in other circumstances than those discussed above, as required by Delaware corporate law. (01/01/04)

188.05 Board's Interpretive Authority - The Board of Directors, pursuant to authority granted to it by Article I, Section 2 of the Amended and Restated Bylaws of the CBOT (the "Bylaws"), may from time to time adopt Interpretations of the Amended and Restated Certificate of Incorporation of the CBOT (the "Charter"), the Bylaws, which include the Rules of the CBOT, and Regulations of the CBOT in a manner that replicates, to the largest extent permissible under the Delaware General Corporation Law, the comparable provisions of the Special Charter, Rules and Regulations of the Board of Trade of the City of Chicago, except as otherwise set forth in the Chapter, Bylaws and Regulations. (10/01/00)

189.01 Limitation of Liability of Index Licensors or Administrators -

A. No Index Licensor or Administrator shall have any liability for any loss, damages, claim or expense arising from or occasioned by any inaccuracy, error or delay in, or omission of or from, (i) any index or index information or (ii) the collection, calculation, compilation, maintenance, reporting or dissemination of any index or index information, resulting either from any negligent act or omission by the Exchange, any Related Entity or any Index Licensor or Administrator or from any act, condition or cause beyond the reasonable control of the Exchange, any Related Entity or any Index Licensor or Administrator, including, but not limited to, flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment of software malfunction.

B. No Index Licensor or Administrator makes any express or implied warranty as to results that any person or party may obtain from using any index or index information, for trading or any other purpose. Each Index Licensor and Administrator makes no express or implied warranties, and disclaims all warranties of merchantability or fitness for a particular purpose or use, with respect to any such index or index information.

C. For purposes of this regulation, "Related Entity" includes, but is not limited to, any subsidiary, affiliate or related partnership or entity of the Chicago Board of Trade, including without limitation, Ceres Trading Limited Partnership, the Exchange's Clearing Services Provider, and C-B-T Corporation.

D. For the purpose of this regulation, "Index Licensor or (and) Administrator" includes, but is not limited to, any person who:

1. licenses to the Exchange the right to use (i) an index that is the basis for a futures or futures option contract made available for trading on or through the facilities of the Exchange or a Related Entity or (ii) any trademark or service mark associated with such an index;

2. collects, calculates, compiles, reports and/or maintains such an index or index information relating to such an index;

3. provides price data or evaluations used in the calculation of such an index including, but not limited to, the entities identified in Appendix 19 of these Rules and Regulations

4. provides facilities for the dissemination of an index or index information; and/or

5. is responsible for or participates in any of the activities described above. (01/01/04)

189.02 Limitation of Liability -

A. Neither the Exchange nor any Related Entity shall have any liability for any loss, damages, claim or expense arising from or occasioned by any inaccuracy, error or delay in, or omission of or from: (i) any index or index information or (ii) the collection, calculation, compilation, maintenance, reporting or dissemination of any index or index information, resulting either from any negligent act or omission by the Exchange, any Related Entity or any Index Licensor or Administrator or from any act, condition or cause beyond the reasonable control of the Exchange, any Related Entity or any

Index Licensor or Administrator, including, but not limited to, flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction.

B. Neither the Exchange nor any Related Entity makes any express or implied warranty as to results that any person or party may obtain from using any index or index information for trading or any other purpose. The Exchange and its Related Entities make no express or implied warranties, and disclaim all warranties of merchantability or fitness for a particular purpose or use, with respect to any such index or index information.

C. Nothing in this regulation shall limit the applicability of the Commodity Exchange Act or the regulations of the Commodity Futures Trading Commission.

D. For purposes of this regulation, "Related Entity" includes, but is not limited to, any subsidiary, affiliate or related partnership or entity of the Chicago Board of Trade, including without limitation, Ceres Trading Limited Partnership, the Exchange Clearing Services Provider, and C-B-T Corporation.

E. For the purpose of this regulation, "Index Licensor or (and) Administrator" includes any person who:

1. licenses to the Exchange the right to use (i) an index that is the basis for a futures or futures option contract made available for trading on or through the facilities of the Exchange or a Related Entity or (ii) any trademark or service mark associated with such an index;

2. collects, calculates, compiles, reports and/or maintains such an index or index information relating to such an index;

3. provides price data or evaluations used in the calculation of such an index including, but not limited to, the entities identified in Appendix 19 of these Rules and Regulations;

4. provides facilities for the dissemination of an index or index information; and/or

5. is responsible for or participates in any of the activities described above. (01/01/04)

190.00 Compensation Information - Information enumerating all compensation and gifts (over a value of $1,000) from the Exchange of any kind and nature, including, but not limited to, salaries, deferred payments, bonuses, retirement benefits, trusts, and potential severance payments to the President, Executive Vice-Presidents, members of the Board of Directors, or to any organizations, corporations, partnerships, or associations with which the above individuals are associated either as shareholders, partners, or by other means will be made available on a quarterly basis at the Secretary's office to any interested Full or Associate Member requesting this information. (01/01/00)

FORMAL INTERPRETATION OF CBOT RULE 190.00-COMPENSATION INFORMATION (Adopted by Board of Directors February 15, 2000)

Pursuant to Rule 190.00, the following information will be made available on a quarterly basis by the Secretary's Office to any Full or Associate member requesting this information:

Compensation

Information enumerating all direct compensation and gifts (over a value of $1,000) from the Exchange of any kind and nature since the beginning of the CBOT's last fiscal year, including but not limited to, salaries, deferred payments, bonuses, retirement benefits, trusts and potential severance payments to the President, Executive Vice-Presidents, and members of the Board of Directors.

Transactions

Information about any transaction or series of similar transactions to which the Exchange or any of its subsidiaries was or is a party, and in which the President, any Executive Vice-President, any member of the Board of Directors, or any immediate family member of such persons, had or has a material interest. An interest shall not be deemed "material" within the meaning of this rule:

(a) Where the interest arises only (i) from such person's position as a director of another corporation or organization which is a party to the transaction; or (ii) from the direct or indirect ownership by such person of less than a ten percent (10%) equity interest in another person (other than a partnership) which is a party to the transaction; or (iii) from both such position and ownership.

(b) Where the interest arises only from such person's position as a limited partner in a partnership in which the person and all other persons specified in the above paragraph have an interest of less than ten percent (10%); or

(c) Where the interest arises solely from the holding of an equity interest (including a limited partnership interest, but excluding a general partnership interest) or a creditor interest in another person that is a party to the transaction with the Exchange or any of its subsidiaries, and the transaction in question represents five percent (5%) or less of the other entity's consolidated gross revenues for its last full fiscal year. (04/01/00)

Resolution - The following Resolution was adopted by the Board of Directors on June 24,1987:

WHEREAS, the Board of Trade of the City of Chicago ("Board of Trade") has consistently followed a policy of trading options contracts on all liquid futures contracts to the maximum extent permitted by federal law and regulation; and

WHEREAS, it is the unanimous consensus of this Board of Directors that options on futures contracts have proven to be a successful product of great benefit to both the membership and public market participants; and

WHEREAS, the Board of Directors this day approved and recommended for membership approval an agreement to establish a joint venture with the Chicago Board Options Exchange which includes commitments regarding future trading on options on futures contracts;

THEREFORE, BE IT HEREBY RESOLVED: That it is the unanimous consensus of this Board of Directors and the recommendation of this Board to future Boards of Directors that the policy of establishing options on liquid futures contracts to the maximum extent permissible by law be continued when in the best interest of the membership and the public.

Interpretation - The Board of Directors adopted the following on April 17, 1990 as a formal rule interpretation which confirms established Exchange practice:

"For purposes of all petition provisions in Rules 102.00 `Nominations for Elective Office' and 107.00 `Amendment of Rules', the signature of an Associate Member shall count for 1/6th of the signature of a Full Member." (08/01/94)

Chapter 2
Membership

Chapter 2
Membership

Ch2 Applicants

200.00 Applicants for Membership - Any individual, other than an employee of the Association, at least twenty-one years of age, of good character, reputation, financial responsibility and credit who satisfies the Membership Committee that such individual is suitable to assume the responsibility and privileges of membership shall be eligible. 100 (08/01/94)

201.00 Application for Membership - Each application for membership shall be in writing and filed with the Exchange. All applicants for membership shall be investigated as to the representations contained in the application. Upon receipt of the application for membership, the Secretary shall, within fifteen days thereafter, make available to members of the Association the name of the applicant, and shall post the same information on the bulletin board for a period of at least ten days after such notification to the membership. 101 (12/01/03)

201.00A Examination Requirement - Individuals applying for membership, who have not evidenced a broad experience in the commodity industry, will be required to pass a general futures examination covering the basics of the commodity industry before their membership application can be approved. 47R (12/01/02)

201.01 Responsibilities of Applicant for Membership and His Sponsors - Any undue delay by an applicant or his sponsors in the submission of documents required for processing of the membership application or any undue delay by the applicant or his sponsors in appearing may be deemed as a withdrawal of the membership application. 1807A (08/01/94)

201.02 Maintenance of Membership Qualifications

1. Each applicant for membership, in accordance with the provisions of Regulation 203.01, member and member firm immediately shall notify the Association, in writing, upon the occurrence of any of the following events:

   - Such member's suspension or expulsion from any other contract market or self-regulatory organization;

   - Such member's plea of guilty to or conviction of any felony.

   Failure to so notify the Association within ten days shall be an act detrimental to the Association. For the purpose of this regulation, "felony" shall mean any criminal sanction that is punishable by imprisonment of more than a year or a fine in excess of $10,000.

   Upon the Association's receipt of notification, by whatever means, of the occurrence of any of the above-referenced events, the matter shall be referred to the Membership Committee, which immediately shall review the matter to determine if there is sufficient basis to recommend that membership status be reconsidered. The Membership Committee shall advise the Chairman of the Association of its determinations in this regard.

2. The Chairman of the Association, upon the advice of the Membership Committee, is authorized to take summary action pursuant to this regulation, when immediate action is necessary to protect the best interests of the marketplace, without affording prior opportunity for hearing. The following procedures shall apply to such actions:

   (a) The respondent shall, whenever practicable, be served with a notice before the action is taken. If prior notice is not practicable, the respondent shall be served with a notice at the earliest possible opportunity. The notice shall:

      (1) State the action,

      (2) Briefly state the reasons for the action, and

      (3) State the effective time and date and the duration of the action;

   (b) The respondent shall have the right to be represented by legal counsel or any other representative of his choosing in all proceedings subsequent to any summary action taken;

   (c) The respondent shall be given an opportunity for a subsequent hearing, within five business days, before the Membership Committee. The hearing shall be conducted in accordance with the following requirements:

      (1) The hearing shall be promptly held before disinterested members of the hearing body after reasonable notice to the respondent. No member of the hearing body may serve on that body in a particular matter if he or any person or firm with which he is affiliated has a financial, personal or other direct interest in the matter under consideration.

      (2) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

      (3) The respondent shall have the right to invoke Rule 548.00, if applicable;

      (4) The Member Services Department shall be a party to the hearing and shall present its case on those matters which are the subject of the hearing;

      (5) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(6) The respondent shall be entitled to cross-examine any person(s) appearing as witness(es);

(d) Within five business days following the conclusion of the hearing, the Membership Committee shall render a written decision based upon the weight of the evidence contained in the record of the proceeding and shall provide a copy to the respondent. The decision shall include:

(1) A description of the summary action taken;

(2) The reasons for the summary action;

(3) A brief summary of the evidence produced at the hearing;

(4) Findings and conclusions;

(5) A determination that the summary action should be affirmed, modified, or reversed; and

(6) A declaration of any action to be taken pursuant to the determination specified in (5) above and the effective date and duration of such action.

3. After the hearing conducted pursuant to Section 2(c) above is held before the Membership Committee, the following additional provisions shall apply.

The Regulatory Compliance Committee, pursuant to the provisions of Rule 540.00 and Regulation 540.05, shall consider the Membership Committee's findings and recommendations, as well as the record developed before the Membership Committee, at the next regularly scheduled meeting of the Regulatory Compliance Committee or at a meeting specially called by the Chairman as the Chairman may direct. The member under review shall have the opportunity to appear before and address the Reguatory Compliance Committee solely with regard to the record made before the Membership Committee; the Regulatory Compliance Committee shall not be required to entertain any new evidence absent a showing that such evidence could not reasonably have been presented previously to the Membership Committee. Upon full consideration of all the evidence before it, the Regulatory Compliance Committee may confirm the member's good standing status, restrict the member's membership status, deny the member's floor access, issue fines, or recommend to the Board of Directors that the member should be expelled or prohibited from association with any member or member firm.

4. The Regulatory Compliance Committee shall vote by secret ballot to take any action pursuant to this regulation. If two-thirds of the members present and voting cast votes in favor of such action, the action shall be adopted. (03/01/01)

202.00 Approval for Membership - If a majority of the Membership Committee present and voting cast affirmative votes, the applicant shall be approved. The power to deny such applications is expressly reserved to the Regulatory Compliance Committee. 103 (07/01/03)

202.01 Delegation of Authority to Approve Change in Status Request - The Chairman of the Membership Committee or a member of the Membership Committee who has been designated by the Membership Committee Chairman, or upon delegation by the Chairman, the Member Services and Member Firm Staff Service Department, will have the power to approve the request of a Full or Associate Member, a Membership Interest Holder or a Full Member of the MidAmerica Commodity Exchange to obtain additional Full or Associate Memberships, Membership Interests, or to change his or her delegate status. The power to deny such a request is expressly reserved to the Regulatory Compliance Committee.

For the purpose of this regulation, the Chairman may not delegate approval authority to the Member Services and Member Firm Staff Services Department when the following factors are present:

1. The applicant has answered affirmatively to any question in the "Disciplinary Action" section of the application;

2. The applicant has indicated on the application that he or she is indebted to any member or

member firm;

3. The applicant has indicated that he or she has a negative net worth; or

4. The applicant has trading privileges on the MidAmerica Commodity Exchange only.

The foregoing provisions shall not apply to a Full Member or Full Member Delegate of the Exchange who was initially approved for membership pursuant to Regulation 202.01A, unless such applicant intends to become a Full Member or Full Delegate solely for the purpose of becoming a regular member of the Chicago Board Options Exchange ("CBOE") pursuant to Rule 210.00 and Article FIFTH(b) of the CBOE's Certificate of Incorporation. (11/01/99)

202.01A Investor Application - Any individual who wishes to acquire a membership or membership interest for investment purposes only shall file an investor application as prescribed by the Exchange. The name of the individual investor applicant will be posted and made available to the membership in accordance with the provisions of Rule 201.00. The application will be subject to approval by the Chairman of the Membership Committee or, upon delegation by the Chairman, the Member Services and Member Firm Staff Services Department. The power to deny such an application is expressly reserved to the Regulatory Compliance Committee. An individual who is approved as an investor and who subsequently wishes to engage in trading activities on the Exchange will be subject to filing and approval of a long form membership application as prescribed by the Exchange. (06/01/04)

202.02 Procedures for Hearings on Preliminary Denials by the Membership Committee - In connection with all hearings conducted with respect to preliminary denials of applications for membership or any other denial by the Membership Committee, the following procedures shall be followed:

(a) The respondent shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the Association upon which the Member Services and Member Firm Staff Services Department will rely in presenting the issue(s) contained in the Preliminary Denial Letter or which are relevant to that (those) issue(s). Respondent shall make its request to examine any materials by submitting it in writing to the Member Services and Member Firm Staff Services Department as soon as practicable. At least ten (10) business days in advance of the hearing, the respondent shall submit to the hearing officer, with a copy to the Member Services and Member Firm Staff Services Department, copies of all documents which the respondent intends to rely upon in presenting his or her case, as well as the names of any witnesses the respondent intends to call.

(b) The Member Services and Member Firm Staff Services Department shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the respondent which will be relied upon by the respondent in presenting the issue(s) contained in the Preliminary Denial Letter or which are relevant to those issues. The Member Services and Member Firm Staff Services Department shall make its request to examine any materials by submitting it in writing to the respondent as soon as practicable. At least ten (10) business days in advance of the hearing, the Member Services and Member Firm Staff Services Department shall submit to the hearing officer, with a copy to respondent, copies of all documents which the Member Services and Member Firm Staff Services Department intends to rely upon in presenting its case, as well as the names of any witnesses the Department intends to call;

(c) Any dispute over a request to examine any book, document. or other tangible evidence in the possession or under the control of either party shall be submitted to the Chairman of the Committee for resolution only after the parties have made all reasonable attempts to resolve the dispute among themselves;

(d) If objected to or upon its own motion, the hearing panel may refuse to consider any book, record, document or other tangible evidence which was not made available to the opponent of the evidence or was not disclosed in accordance with this paragraph. The panel may also exclude the testimony of any witness whose name was not submitted to the opponent of the witness as provided above. The hearing panel may consider such evidence or testimony upon a clear showing that such evidence was not ascertainable by due diligence at least ten (10) business days in advance of the hearing and that there was insufficient time prior to the hearing to bring such evidence to the attention of the opposing party;

(e) The hearing shall be promptly held before disinterested member of the Membership Committee or any duly appointed Subcommittee thereof after reasonable notice to the parties. No member of the Membership Committee may serve on a hearing panel in a particular matter if he or she or any person or firm with which he or she is affiliated has financial, personal or other direct interest in the matter under consideration. After service of the preliminary denial letter, both parties to the hearing are prohibited from making any ex parte contacts with any member of the Membership Committee. For the purpose of this paragraph, an "ex parte contact" shall mean any communication, either written or oral, which relates directly or indirectly to the issue to be heard and which is made to a member of the Membership Committee who will be a member of the panel which shall decide the issue.

(f) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

(g) The respondent shall have the right to invoke Rule 548.00, if applicable;

(h) The Member Services and Member Firm Staff Services Department shall be a party to the hearing and shall present its case on those issues which are the subject of the hearing;

(i) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(j) The parties shall be entitled to cross-examine any person(s) appearing as witness(es);

(k) The parties shall be entitled to call witnesses and to present such evidence as may be relevant to he issue(s) presented;

(l) Pursuant to Rule 545.00, all persons within the jurisdiction of the Association who are called as witnesses shall be obliged to appear at the hearing and/or to produce evidence;

(m) Substantially verbatim record of the hearing, capable of being accurately transcribed, shall be made and shall become part of the record of the proceeding. (07/01/97)

202.03 Membership Committee's Preliminary Decisions - All preliminary decisions rendered by the Membership Committee shall be in writing and be based upon the weight of the evidence contained in the record of the proceeding. A copy of the decision shall be provided to the respondent and shall include:

(a) The issue(s) presented to the Committee;

(b) The response submitted by the applicant or member, if any, or a summary of the answer;

(c) A brief summary of the evidence produced at the hearing;

(d) A statement of findings and conclusions with respect to the issue(s) presented;

(e) A declaration containing the Committee's preliminary decision;

(f) All such decisions shall be rendered within thirty business days after the conclusion of the hearing, unless, by virtue of the complexity of the issue or other special circumstances, additional time is required;

(g) The Committee shall give respondent reasonable notice of the date on which its recommendation, based on its preliminary decision, will be forwarded to the Regulatory Compliance Committee for its consideration. (07/01/97)

203.01 Procuring a Membership or Membership Interest - An individual who wishes to procure a membership privilege may do so either prior or subsequent to being approved for a particular membership status. A person who has acquired a membership privilege prior to being approved for a particular membership status as provided in Regulation 249.01 shall become a member or membership interest holder following such approval upon signing the appropriate register of the Association. A person approved for a particular membership status prior to acquiring a membership or membership interest shall become a member or membership interest holder if within six (6) months after he/she has been notified of such approval, or within such extension of said period as may be granted by the Exchange, he/she shall procure a membership or membership interest and sign the appropriate register of the Association; otherwise his/her approval for a particular membership status

shall be deemed vacated. (03/01/01)

204.00 Membership Obtained by Fraud - A membership obtained by fraudulent representations or concealment shall be disposed of by the Board. 106 (08/01/94)

205.00 Agreement to Observe Rules and Regulations - Applicants for membership shall be required to sign a written agreement to observe and be bound by the Charter, Rules, and Regulations of the Association, and all amendments subsequently made thereto. 107 (08/01/94)

205.01 Acquisition of Class A Units of Ceres Trading Limited Partnership - Any person or entity who acquires ownership of a membership or a membership interest after July 17, 1992 shall, simultaneously with the acquisition of ownership of such membership or membership interest, purchase a Class A unit of limited partnership interest of Ceres Trading Limited Partnership, a Delaware limited partnership, of the appropriate sub-class (as set forth in Section 3.8 of the Agreement of Limited Partnership governing Ceres Trading Limited Partnership) from the person or entity from which he, she or it is acquiring ownership of the membership or membership interest (the "Transferor"), or if such Transferor does not own a unit of limited partnership interest of Ceres Trading Limited Partnership, from the General Partner of Ceres Trading Limited Partnership. The proceeds payable to a Transferor who does not own a unit of limited partnership interest of Ceres Trading Limited Partnership shall be equal to (a) the aggregate proceeds paid by the Purchaser for the membership or membership interest plus a unit of limited partnership interest reduced by (b) the amount paid to the General Partner for such unit of limited partnership interest under Section 10.3(b) of the Agreement of Limited Partnership. The acquisition of ownership of a membership or membership interest shall constitute a request of the acquirer that the books and records of Ceres Trading Limited Partnership reflect the acquirer's admission as a substituted limited partner thereof, and shall constitute the acquirer's agreement to be bound by the Agreement of Limited Partnership. (08/01/94)

206.02 Gratuities - No member of the Association shall employ any employee of the Association or of the Clearing Services Provider, for any service outside the hours of regular employment by the Association or such Clearing Services Provider, without having first obtained the approval therefor of the President of the Exchange or of the Clearing Services Provider, as the case may be, and registering therewith the name of said employee, the nature of the services rendered, and the amount of said compensation.

No member shall give any compensation or gratuity to an employee of the Clearing Services Provider unless the giving of such compensation or gratuity be first submitted in writing to the Clearing Services Provider and approved.

No member, member firm or employee thereof shall directly or indirectly give or offer to give any compensation or gratuity in excess of $250 (or having a reasonable aggregate value in excess of $250) per person per year to any employee of the Association. Employees of the Association are forbidden to accept any compensation or gratuity in excess of $250 from any member, member firm or employee thereof for any service rendered or to be rendered unless the giving of such compensation or gratuity be first submitted in writing to the President and approved. A gift of any kind is considered a gratuity.

No member, member firm or employee thereof, shall give or offer to give gratuities to any other member, member firm or employee thereof in an amount exceeding that which may be considered reasonable and proper under normal business practices as determined by the Business Conduct Committee. The giving or offering to give gratuities to a member, member firm or employee thereof is not to become a vehicle to obtain Exchange related business in a non-competitive fashion. Failure to comply with this Regulation may be deemed an act detrimental to the interest or welfare of the Association. (01/01/04)

207.00 Office Address - Every member shall register with the Secretary an address and subsequent changes thereof where notices may be served. 128 (08/01/94)

207.01 Primary Clearing Member - Every member shall register the name and clearing house number of his or her Primary and Secondary Clearing Member with the Member Services and Member Firm Staff Services Department. If applicable, the registration shall include the name and clearing house number of any division of the clearing member firm. In addition, every member shall notify the

Member Services and Member Firm Staff Services Department of any changes in his or her Primary and/or Secondary Clearing Member, including the name and clearing house number of the division thereof if applicable. (07/01/97)

208.00 Conducting Business Under a Firm Name - An individual may conduct his business under a firm name provided it is clearly stated on all letterheads, statements, and other business forms that the individual is the sole owner of the firm. 132 (08/01/94)

208.01 Conducting Business Under a Firm Name - An individual conducting business under a firm name as a sole proprietor pursuant to Rule 208.00 shall submit a statement to the Department of Member Services of this Association giving the name, address, and nature of the business conducted. The member shall report immediately any change in the required information. 1803 (08/01/94)

209.00 Indemnification of Association - In any legal proceeding brought against the Association and alleging its failure to prevent, detect or require certain conduct of a member or registered eligible business organization, which conduct or inaction is alleged to be in violation of any law or of the Rules and Regulations of the Association, such member or registered eligible business organization shall indemnify and hold the Association harmless for the full amount of any expense (including attorney's fees), judgment or settlement paid by it in respect to such proceeding. 134 (04/01/98)

209.01 Floor Trading Permits - The Board of Directors may at any time in its discretion establish a limited number of floor trading permits as needed to promote orderly and liquid markets in new and existing contracts. Such permits shall convey to qualified individuals a temporary right to trade as principal and/or broker for others in designated contracts on the floor of the Exchange. Such permits shall not be convertible into memberships or membership interests or carry any other rights or incidents not expressly specified in creating such permits. (08/01/94)

209.02 MidAmerica Floor Access Members' Trading Privileges - Floor Access Members of the MidAmerica Commodity Exchange shall be eligible to trade as principal and as broker for others in Institutional Index futures contracts on the Exchange Floor. Such persons may communicate from the Exchange Floor with non-member customers in the same manner as members may do so, but only with respect to Institutional Index futures contracts.

In the exercise of these privileges, such persons shall be subject to the jurisdiction of the Association and to all duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, that the Board may exempt such persons from any such duty or obligation which, in its sole judgement, is incompatible or in conflict with, or is unrelated to, the activities performed by them. (08/01/94)

209.03 Product Sponsor Programs - The Board of Directors may at any time in its discretion establish product sponsor programs as needed to promote orderly and liquid markets in new contracts. A product sponsor program shall convey to qualified members and member firms such inducements as the Board may grant in return for a product sponsor's participation in a particular contract market. A product sponsor program shall not create any interests or carry any other rights or incidents thereto which are not expressly specified in creating the program. (08/01/94)

209.04 CBOT mini-sized Contract Permit Holders' Trading Privileges - Floor Access Members of the MidAmerica Commodity Exchange ("Mid Am") who are on record as of September 1, 2001 and who remain Floor Access Members thereafter, at least for as long as Mid Am continues to have contracts listed for trading, thereby shall be classified as CBOT mini-sized Contract Permit Holders. These Permit holders will be eligible to trade as principal and as broker for others in CBOT mini-sized Corn, Soybean, and Wheat futures and in Rough Rice futures and futures options contracts on the Exchange Floor. Such persons may communicate from the Exchange Floor with non-member customers in the same manner as members may do so, but only with respect to CBOT mini-sized Corn, Soybean and Wheat contracts and Rough Rice contracts.

In the exercise of these privileges, such persons shall be subject to the jurisdiction of the Association and to all duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, that the Association may exempt such persons from any such duty or obligation which, in its sole judgement, is incompatible or in conflict with, or is unrelated to, the activities performed by them.

The Board or a Committee designated by the Board may, in its discretions impose fees, charges and assessments upon Permit Holders pursuant to this regulaton. (04/01/03)

209.05 Membership In OneChicago, LLC - Each holder of Full, Associate, COM, GIM or IDEM member trading privileges is a member of OneChicago, LLC, and to the extent provided in OneChicago rules, becomes bound by OneChicago rules and subject to the jurisdiction of OneChicago by accessing or entering any order into the OneChicago System. (11/01/02)

210.00 Full Member CBOE "Exercise" Privilege - In accordance with the Agreement entered into on September 1, 1992 (the "Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), Eligible CBOT Full Members who maintain all appurtenant trading rights and

privileges of a full membership, including any new trading rights or privileges granted, assigned or issued to a CBOT full membership to the extent such right or privilege is deemed under the provisions of such Agreement to be appurtenant to a CBOT Full Membership, are eligible to become regular members of the CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation. A CBOT Full Member may delegate all of his trading rights and privileges of full membership to an individual who will then be eligible to become a regular CBOE member pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation; provided, however, if a CBOT Full Member delegates some, but not all, of the appurtenant trading rights and privileges of full membership, then neither the member nor the delegate will be eligible to be a CBOE regular member pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate (See Rule 221.00(g)(ii)) shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation.

For purposes of the Agreement entered into on September 1, 1992 between the Exchange and the CBOE, an Eligible CBOT Full Member means an individual who at the time is the holder of one of the One Thousand Four Hundred Two (1,402) CBOT full memberships ("CBOT Full Memberships") existing on the date of the Agreement and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. In the event a CBOT Full Membership is registered for a partnership, corporation or other entity, only the individual who is the holder of such CBOT Full Membership and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership shall be deemed to be an "Eligible CBOT Full Member." "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Membership, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member. (08/01/94)

211.00 Associate Memberships - A personal privilege designated as an Associate Membership is hereby created to promote orderly and liquid markets and to provide for the future growth of the Association through increased liquidity and participation in the trading on the Floor of the Exchange. Associate Members shall be allowed to trade, as hereinafter provided, all existing and prospective future contracts and options contracts which shall be listed from time to time in the Government Instruments Market; Index, Debt and Energy Market; and Commodity Options Market categories pursuant to Rule 290.00. An Associate Member shall have the right, subject to the Rules and Regulations of the Association, to trade as principal and as broker for others and to solicit orders from others on the Floor of the Exchange, in all eligible contracts and options as designated above. Associate Memberships shall not carry with them the attributes of full memberships of the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange. In the event of liquidation of the Association, the Associate Member's share of the proceeds from dissolution shall be 1/6th of a full member's share. (08/01/94)

212.00 Reciprocal Trading Privileges with LIFFE -

(a) (1) Subject to the provisions of the Link Agreement with LIFFE and the LIFFE rules, one who owns or is registered for an undelegated Full or Associate Membership and is authorized by the Association for these purposes may (A) enter the trading floor of the LIFFE market, (B) trade contracts in the terms of Designated CBOT Contracts on the trading floor of the LIFFE market and (C) communicate from the trading floor of the LIFFE market to persons not on that floor, with respect to Designated CBOT Contracts.

(2) A member who trades contracts in the terms of Designated CBOT Contracts on the trading floor of the LIFFE market shall be eligible for member transaction fees assessed by the Exchange on positions transferred to the Clearing House.

(3) During any period when the rights granted by this Rule are being exercised at LIFFE, the membership may not be used by anyone to trade on the floor of the Exchange.

(b) (1) Subject to the provisions of the Link Agreement with LIFFE and the rules and regulations of the Association, a member of LIFFE or a trader registered with a member of LIFFE (but not a leaseholder) who is authorized by LIFFE for these purposes, may (A) enter the floor of the Exchange, (B) trade contracts in the terms of Designated LIFFE Contracts on the floor of the Exchange and (C) communicate from the Floor of the Exchange with persons not on the Floor of the Exchange, with respect to Designated LIFFE Contracts.

(2) The primary clearing member of such a person, referred to in (b)(1) above, shall guarantee his obligations under Rules 252.00 and 253.00.

(3) Upon revocation of such a person's primary clearing authorization, the Secretary shall give written notice thereof to all members and delegates. Thereafter, all members and delegates who may have claims against him may file claims in the same manner as provided in Rules 252.00 and 253.00 of the Association. The primary clearing member shall be responsible for the payment of those claims allowed by the Board and not satisfied promptly by such a person whose primary clearing authorization has been revoked. (06/01/97)

213.00 Assessments and Fees - Associate Members shall be responsible for all operating assessments and exchange service fees as if a full member of the Association. 863 (08/01/94)

214.00 Obligations and Duties - Associate Members shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on them by the Rules and Regulations, as well as those duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, the Board may exempt Associate Members from any such duty or obligation which is incompatible with or in conflict with or unrelated to, the activities performed by them. 864 (08/01/94)

215.00 Associate Members Committee - There will be an elected Committee of Associate Members whose purpose will be to represent the rights and privileges of the Associate Membership and to promote those rights and privileges to the mutual benefit of the general membership.

The Committee shall consist of fifteen (15) Associate Members elected on the Annual Election date by the Associate Membership. At the first election following the adoption of this Rule, eight members will be elected for a two-year term and seven members will be elected for a one-year term. Thereafter, seven members will begin a new two-year term each even-numbered year and eight members will begin a new two-year term each odd-numbered year. The Committee will select its Chairman and Vice Chairman. The Chairman of this Committee will be the liaison to the Chairman of the Board of Directors. 865 (08/01/94)

217.00 Applicants - Applicants for Associate Memberships shall be approved in the same manner and under the same conditions and procedures as are applicants for full membership. 867 (08/01/94)

219.00 Communications From Floor - Associate Members may communicate from the Floor of the Exchange during business hours with non-member customers in the same manner as members, but only with respect to eligible futures contracts or options as defined in Rule 211.00. 869 (08/01/94)

220.00 Violations - In addition to being bound to comply with the Rules and Regulations of the Association to which all members are bound, unless exempted by the Board under Rule 214.00, it shall be an offense against the Association for an Associate Member to:

(1) Execute a trade in any futures contracts or options that are not eligible as defined in Rule 211.00;

(2) Place an order on the Floor of the Exchange for the execution of any futures contracts or options that are not eligible as defined in Rule 211.00; or

(3) Engage in words or deeds which represent, or are reasonably calculated to represent, that he is a holder of a full membership. 870 (08/01/94)

221.00 Delegation - An individual member may delegate the rights and privileges of Full and/or Associate Memberships to an individual (a "delegate") upon the following terms and conditions:

(a) The delegate shall first be approved by the Exchange under the standards of Rule 200.00 and shall sign a written agreement to observe and be bound by the Charter, Rules, and Regulations of the

Association, and all amendments subsequently made thereto: Provided, however, an approved delegate having no outstanding disciplinary penalties and no restrictions pursuant to Rule 511.00 or 512.00 shall remain approved to enter a new delegation agreement within six (6) months following the termination of the previous delegation agreement. The Exchange may, in its discretion, grant extensions of this six (6) month approval period.

(b) The delegation agreement, any amendment thereto, and any termination, revocation, or renewal thereof, shall be in writing in such form as the Exchange may prescribe, and a copy thereof shall be filed by the member with the Exchange as a precondition to its effectiveness: Provided, however, the delegation agreement shall be null and void automatically upon the happening of any of the following events:

(1) Loss of any of the qualifications for entering a delegation agreement, such as sale of the membership of the member or expulsion of the member or the delegate; or

(2) The suspension of the member by the Association within three months of the date of the filing of the delegation agreement by the member with the Exchange;

(c) (1) The member shall remain liable (for an amount up to, but not in excess of, the value of the seat the member has leased) for the debts, acts and delinquencies of the delegate arising from the delegate's exercise of rights and privileges of membership. The membership so delegated may be sold to satisfy any such liability in accordance with the Rules and Regulations of the Association. Delegation shall not relieve the member of any of his obligations or liabilities which he might otherwise have by the virtue of being a member of the Association to other members of the Association;

(2) Upon the termination or expiration of the delegation agreement, the Secretary shall, make notice thereof available to the membership. Thereafter, all members and delegates who may have claims against the delegate may file claims in the same manner as provided in Rule 252.00 of the Association. The member entering into a delegation agreement shall be responsible for the payment of those claims allowed by the Board and not satisfied promptly by the delegate, but only to the extent of the value of the membership so delegated;

(d) A delegate shall not be entitled to register under Rule 230.00 for an eligible business organization, except as otherwise provided in Rule 230.00 and Regulation 230.02;

(e) The Finance Committee, in its discretion, may impose fees, charges and assessments upon members and delegates under this Rule; and

(f) Upon the filing of a delegation agreement or renewal notice with the Exchange, notice thereof shall be posted promptly on the bulletin board, and shall be made available upon request to the Membership and to the primary clearing member for the member party to the delegation agreement.

(g)(i) In accordance with the Agreement entered into on September 1, 1992 ("the Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), only an individual who is an "Eligible CBOT Full Member" or an "Eligible CBOT Full Member Delegate", as those terms are defined in the Agreement, is a "member" of the Exchange within the meaning of paragraph (b) of Article Fifth of CBOE's Certificate of Incorporation ("Article Fifth(b)") and only such individuals are eligible to become and to remain regular members of the CBOE pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation.

(g)(ii) For purposes of the "Agreement" referenced in Rule 221.00(g)(i), an "Eligible CBOT Full Member Delegate" means the individual to whom a CBOT Full Membership is delegated (leased) and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise, during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Memberships, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member

and which is not exercised by such CBOT Full Member. (07/01/04)

221.01 Delegation by Deceased Member's Estate - The legal representative of a deceased member's estate, during the pendency of probation of the deceased member's estate, may delegate such deceased member's trading privileges in accordance with Rule 221.00. Upon transfer of the estate assets to the deceased member's heirs, the provisions of Regulation 249.01 shall apply. (08/01/94)

221.02 Floor Access of Delegating Members and Delegates

(a) A full or associate member who has delegated the rights and privileges of his only membership, or of all his memberships, for any of the three trading segments, pursuant to Rule 221.00, and who does not hold a Floor Clerk or Broker Assistant badge, shall not have physical access to the Floor of the Exchange for such trading segment(s) during the effective period of such delegations; provided that this Regulation shall not apply to "Twenty-Five Year Members" as described in Regulation 301.10.

Provided further, that members of the Board of Directors who have delegated the rights and privileges of their only membership, or of all of their memberships, may have physical access to the Floor of the Exchange to the same extent as do "Twenty-Five Year Members" as described in Regulation 301.10.

(b) A delegate who does not hold a Floor Clerk or Broker Assistant badge shall not have physical access to the Floor of the Exchange during the trading segment(s) in which he is not entitled to the rights and privileges of membership. (07/01/99)

221.03 Minimum Delegation Term - No delegation agreement shall have a term of less than thirty (30) days. The foregoing limitation shall not apply to delegation agreements for Full Member Delegates who will utilize their memberships solely for the purpose of becoming a regular member of the Chicago Board Options Exchange ("CBOE") pursuant to Rule 210.00 and Article FIFTH(b) of the CBOE's Certificate of Incorporation. (11/01/99)

221.05 Delegates' Clearing Members -

(1) Except as provided in paragraph (2) below, no delegate may receive clearing authorization from any Primary Clearing Member, or from any other Clearing Member, pursuant to Rule 333.00 without first having:

(a) obtained written permission from his/her member-delegator; and

(b) filed such written permission with the Department of Member Services.

(2) In the event that a delegate cannot obtain written permission from his/her member-delegator before he or she receives clearing authorization from a new Primary Clearing Member, such delegate may nevertheless obtain such clearing authorization if the new Primary Clearing Firm executes and submits to the Department of Member Services a suretyship agreement inuring to the benefit of the member-delegator and in a form approved by the Exchange. However, the delegate must obtain his/her member-delegator's permission within 30 days of changing Primary Clearing Members. If the delegate does not obtain the permission within that period, he or she will be denied access to the floor. The delegate will not be able to regain access to the floor until such permission is submitted to the Department of Member Services. (04/01/99)

221.07 Voting Rights - On and after June 21, 1982, no full or associate member may delegate to any other person the right to vote on any matter subject to a ballot vote among the general membership. (08/01/94)

221.08 Requirements for Delegates of Membership Interests* - The Board, in its discretion, may require that each person who is granted status as a delegate of a COM, GIM or IDEM Membership Interest pursuant to a delegation agreement entered into on or after (effective date to be determined), execute up to a specified percentage, not to exceed 20%, or a specified number not to exceed 200 of such person's round turn principal transactions per month in one or more contracts designated by the Board.

The Board may establish different proportions or levels applicable to each membership interest

category, and any such proportion or level shall be applied in uniform fashion to every delegate in each respective membership interest category. Consistent with these standards, the Board may alter such proportion or level at any time.

Failure to comply with the provisions of this regulation or the directives of the Board adopted pursuant to this regulation may be considered an act detrimental to the welfare of the Association. Effective June 1, 1984. (08/01/94)

221.09 Delegation of Firm-Owned Memberships and Membership Interests - An eligible business organization registered as a member firm under Rule 230.00 may delegate the rights and privileges of a firm-owned membership or membership interest to an individual ("delegate") upon the terms and conditions set forth in Rule 221.00, but only if the membership being leased is not necessary to satisfy the requirements for registration as a member firm or, if applicable, as a clearing member firm, except as otherwise provided in Rule 230.00 and Regulation 230.02. (07/01/04)

221.10 Indemnification of Delegators - To the extent consistent with the Association's claims Rules and Regulations, the Board of Directors shall honor and enforce valid indemnifications given by a clearing member to a member or membership interest holder who delegates the rights and privileges of his membership or membership interest (the "delegator") in connection with the delegator's potential liability under Rule 221.00 (c). The indemnification shall be in writing in such form as the Exchange may prescribe. (08/01/94)

221.11 Delegation by Trust - A trust may delegate the rights and privileges of any membership(s) or membership interest(s) held by the trust upon the terms and conditions set forth in Rule 221.00. (07/01/95)

222.00 Multiple Membership - A member may own more than one membership in his name, and a member firm may own the title and value of more than one membership pursuant to Regulation 249.01(b). 872 (08/01/94)

224.00 Trades of Non-Clearing Permit Holders - Each permit holder's Primary Clearing Member is responsible for the payment of the permit holder's dues, fees and assessments. (08/01/94)

225.00 General Enabling Rule for Market Maker Programs - The Chief Executive Officer of the Exchange shall have the authority to approve the implementation of Market Maker programs, pursuant to which Market Makers would be authorized to maintain two-sided markets, for products in the municipal bond complex, the equity index complex, and all products launched after December 31, 1999. To the extent that the terms of any such Market Maker program may be in conflict with any Rules or Regulations of the Exchange, such terms shall supersede such Rules or Regulations. However, nothing in this Rule shall alter or waive a member's responsibility to comply with provisions of the Commodity Exchange Act or Rules or Regulations of the Commodity Futures Trading Commission unless exempted by the Commission. (04/01/01)

230.00 Registration - An eligible business organization as determined by the Exchange maybe a member firm of the Exchange with respect to all contracts if one Full Membership, held in the name of any principal or employee thereof is registered on behalf of the firm. Provided, however, that four (4) Full Memberships and two (2) Associate Memberships must be held in the name of any principals or employees thereof, and registered on behalf of the firm, in order for the eligible business organization to be a member firm under Regulation 230.02, Category (3) "other Non-FCM-Non-clearing". An eligible business organization as determined by the Exchange, which is wholly owned by one or more members or member firms, which wholly owns a member firm, or which is wholly owned by the same parent company(ies) as a member firm, may be a member firm of the Exchange only with respect to those contracts in which Associate Members have trading privileges if one Associate Membership, held in the name of any principal or employee thereof is registered on behalf of the firm. Those individuals who desire to register their memberships on behalf of an eligible business organization shall make application to the Exchange, giving therein such information as may be requested. If the application is granted, their memberships shall be registered for the benefit of the eligible business organization, and such eligible business organization shall be entitled to member firm privileges with respect to all contracts or only with respect to contracts in which Associate Members have trading privileges, as the case may be.

A member firm may be a CBOT Clearing Member and entitled to clearing privileges with respect to all contracts, pursuant to the membership registration requirements of Rule 703.00. All such memberships shall be registered hereunder in the manner described above, and under the criteria prescribed in Rule 703.00. Member firms shall be subject to all requirements and prohibitions contained in the Rules and Regulations applicable to members, and in such cases, all registered members shall be subject to discipline and their memberships subject to sale by the Exchange for the acts or delinquencies of the firm for which they are registered. All such designations may be terminated at any time by the Exchange, or by the registered members with the written approval of the Exchange.

All memberships described above that are owned by a Regulation 230.02, Category (2b), (3) or (6) member firm: (1) may be delegated upon the terms and conditions set forth in Rule 221.00; or (2) may be held in the name of a principal or employee of, and registered on behalf of, another member firm which is wholly owned by such member firm, which wholly owns such member firm, or which is wholly owned by the same parent company(ies) as such member firm. During the term of any such delegation or registration on behalf of another member firm, the, Category (2b) or (3) member firm owning the membership(s) will not be entitled to member firm transaction fees. In addition, no Category (6) member firm will be entitled to member firm transaction fees. However, any such Category (2b) or (3) member firm, and Category (6) member firms, will remain subject to all applicable Exchange Rules and Regulations, including the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6. 226 (11/01/04)

230.01 Registered Entities - Notwithstanding any other Regulation, any member or membership interest holder who is associated as a partner, shareholder, member, officer, manager, employee, or consultant with any entity or natural person that is or should be registered as an Introducing Broker, Futures Commission Merchant, Commodity Trading Advisor or Commodity Pool Operator, as those terms are defined in Section 1a of the Commodity Exchange Act and/or 17 C.F.R. 1.3, may not solicit orders of others from the Floor of the Exchange unless the entity or natural person for which or for whom the member is soliciting orders is also a member firm or a member of the Exchange. (09/01/03)

230.02 Registration of Membership for Eligible Business Organizations - An individual desiring to register a membership for an eligible business organization under Rule 230.00 shall submit an application giving the name of the eligible business organization and the business in which it is engaged, and any other information requested by the Exchange. The application must also show that the member is a principal or employee of the eligible business organization. In addition, the application must designate the type of business activity, as measured by the following list, for which registration is requested:

(1a) Registered Futures Commission Merchant ("FCM") -Clearing.

(1b) Registered FCM - Non-clearing.

(2a) Non-FCM - Clearing.

(2b) Non-FCM - Non-clearing. (Must be wholly-owned by members or members and employees of the firm; or must have a business purpose deemed appropriate by the Exchange, including cash grain firms, financial institutions, market makers designated by the Exchange, proprietary trading firms or other forms of business approved by the Exchange.)

(2c) Non-FCM -Non-clearing Associate Member affiliate of another member firm ("member firm affiliate").

(3) Other Non-FCM-Non-clearing (Commodity pools, hedge funds, or other collective investment vehicles).

(4) e-cbot member firm. (Solely for purposes of Chapter 9B, the owner of an Associate Membership or the delegate of a Full or Associate Membership shall be entitled to register under Rule 230.00 for an eligible business organization, solely to conduct non-clearing business on e-cbot.)

(5) Sole Proprietor -Clearing

(6) Investment only

If activity level (1a), (1b) or (2a) has been designated, the member shall submit the following financial information of the eligible business organization: a certified financial statement prepared by an independent Certified Public Accountant as of the most recent fiscal year end, and a financial statement (which need not be certified) which is current as of the most recent preceding calendar month end. If activity level (2b), (2c), (3), (4) or (6) is designated, the member shall submit such financial information of the eligible business organization that may be required, in the discretion of the Exchange. A member who is applying to be a Sole Proprietor CBOT Clearing Member shall submit a financial statement in the form designated by the Exchange.

The Exchange may in its discretion waive or modify the foregoing requirements in the case of changes in registration necessitated by reorganization of firms currently registered with the Exchange.

Approval is required for a registered eligible business organization changing or expanding its type of business to a higher level of business activity as set forth above. An eligible business organization requesting approval to operate as a type (1a), (1b) or (2a) firm which was previously registered as any other type firm must first submit the financial information required for approval as a type (1a), (1b) or (2a) firm as specified above.

The Exchange may in its discretion grant temporary approval in the case of changes in registration necessitated by reorganization of firms currently registered with the Exchange.

Upon receipt of an application for new firm registration for an eligible business organization, the Secretary shall, within fifteen days thereafter, make available to the membership the name of the eligible business organization, and shall post the same information on the bulletin board for a period of at least ten days after such notification to the Membership.

No member may register his or her membership for more than one eligible business organization.

Except as provided herein regarding e-cbot member firms, or as provided in Rule 230.00, no member may register his or her membership for any eligible business organization under the Rules of this Exchange, where such membership is or becomes delegated under the provisions of Rule 221.00.

An eligible business organization which has been conditionally approved for member firm status shall have six (6) months after the date that it was notified of such approval, or within such extension of said period as may be granted by the Exchange, to satisfy any conditions or contingencies imposed on such approval. If the conditions or contingencies are not satisfied by the applicable deadline, the Exchange's approval of the eligible business organization for member firms status shall be deemed void. 1060 (11/01/04)

230.03 Designated Persons -

(a) Subject to approval by the Association, which approval is in the absolute discretion of the Association, each eligible business organization ("member") of the Association shall designate one or more senior managerial employees responsible for the member's financial, compliance, operational and ultimate supervisory obligations and activities as a member. Such individuals must either: (i) have a membership registered on behalf of the member, or (ii) be registered with the Association by the member as a "Designated Person". A Designated Person shall be subject to the Rules and Regulations of the Association as if a member; provided, however, that a Designated Person shall not be liable for the actions and/or omissions of other employees, agents or independent contractors if the member of the Designated Person demonstrates to the satisfaction of the Association that all of his or her relevant conduct on behalf of the member was performed in good faith with reasonable care.

(b) Any individual not a registered member or Designated Person or nonmember eligible business organization which holds more than a 25% financial interest in a member eligible business organization ("member") or who exercises actual control over the management of the member may, at the Association's sole discretion, be required to execute a Consent to Jurisdiction in such form as may be prescribed by the Association. Upon the member's request, the Membership and Financial Compliance Committees may exempt individuals and/or eligible business organizations from this requirement for good cause shown. (04/01/98)

230.04 Cooperative Association of Producers - A lawfully formed and conducted cooperative association of producers having adequate financial responsibility, engaged in any cash commodity business, conforming to the following requirements:

FIRST: The Cooperative Association must have not less than 75 per centum of the voting capital stock or membership capital, in good faith owned and controlled, directly or indirectly by producers of agricultural products;

SECOND: The Cooperative Association, if organized without capital stock, shall not allow a member of the Cooperative Association more than one vote, or if organized with capital stock, the Cooperative Association shall not pay dividends on any class of capital stock in excess of 8 per cent per annum cumulative;

THIRD: The Cooperative Association shall not, during any fiscal year, deal in the products of non- members of the Cooperative Association to an amount greater in value than such as is handled by it for members of the Cooperative Association;

FOURTH: The Cooperative Association, not more frequently than semi-annually, may pay out of its accumulated or current earnings and savings, patronage dividends to members of the Cooperative Association only and upon the basis of business transacted with such members for the period covered by transactions in which such earnings and savings have accrued; and

FIFTH: The Cooperative Association, if organized under the Cooperative Laws of any state, or recognized as a cooperative association of producers by the United States Government, or any agency thereof;

may be a member firm of the Association with respect to all contracts and may be entitled to do business in cash grain on the Floor, by virtue of a membership held in the name of one of its duly authorized representatives and registered under Rule 230.00 on behalf of the cooperative association. A member who desires to designate such a cooperative association of producers for that purpose shall make application to the Membership Committee, giving therein such information as may be requested

(Rule 230.00). Such designation may be terminated at any time by the Board, or by such member with the written approval of the Exchange. A cooperative association of producers shall be subject to all requirements and prohibitions contained in the Rules and Regulations applicable to members (except as may be exempted by the Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission issued thereunder) and in such cases the member shall be subject to discipline and the membership subject to sale by the Board for the acts or delinquencies of the cooperative association. 1062 (04/01/98)

230.05 Additional Seat Requirement A firm registered under Regulation 230.02, Category (3) may take up to eighteen months from the date of its registration approval to complete the registration of its six required memberships. However, no such firm will be approved for member firm status until such time as it has purchased, or has registered on its behalf, at least one Full Membership and one Associate Membership.

A firm registered under Regulation 230.00, Category (1a), (1b), (2a) or (2b) may take up eighteen months from the date that it has designated a commodity pool or hedge fund for member transaction fee treatment, pursuant to Regulation 450.02D, in which to complete registration of the six memberships required for this purpose. In order to initiate this designation process, the firm must have at least one Full Membership and one Associate Membership owned or registered on its behalf.

Until such time as the six membership requirement has been met, the Category (3) member firm and the qualified commodity pool or hedge fund of Category (1a), (1b), (2a) and (2b) member firms will continue to be charged exchange transaction fees at the non-member level. Once the membership requirements have been completely satisfied, the Exchange will grant an adjustment to the appropriate member fee level via a fee credit. This adjustment period will not exceed eighteen months. If the member firm takes more than eighteen months to register the required seats, the Exchange will grant an adjustment only for the eighteen months immediately prior to completion of the registration requirements. (02/01/04)

230.06 Eligible Business Organization Status Upon Death or Withdrawal of Registered Member - Upon the death or withdrawal of a member whose membership is registered on behalf of an eligible business organization, where such death or withdrawal would result in failure of the eligible business organization to meet the requirements of Rule 230.00, Rule 703.00, Regulation 230.02 or Regulation 230.05, the Exchange may, upon application of the registered eligible business organization, grant the eligible business organization an extension of privileges under the applicable Rules and Regulations for such period and under such conditions as the Exchange may fix. Upon the death or withdrawal of a member whose membership is registered on behalf of an eligible business organization, the eligible business organization shall, within five business days of such death or withdrawal, notify the Exchange of the departure of its registered member. Failure to comply with the provisions of this Regulation shall be referred to the Business Conduct Committee, for possible disciplinary action pursuant to Rule 540.00. 1063 (04/01/98)

230.07 Primary Clearing Member Permission for Member Registration - A member may register his or her membership for an eligible business organization under Rule 230.00, if that eligible business organization is not his or her Primary Clearing Member, only if he or she has written permission to do so from his or her Primary Clearing Member. Such written permission of the Primary Clearing Member must be filed with the Member Services Department. (04/01/98)

230.08 Doing Business in Firm (or Trade) Name - No member may conduct business with the public as a partnership under a firm name unless the partnership has at least one general partner other than such member; provided, however, that if by death or otherwise, the member becomes the sole general partner of the firm, he or she may continue business in the firm name for such period as may be allowed by the Exchange. 1070 (04/01/98)

230.09 Formation of Partnerships or Limited Liability Companies - When a member intends to form a partnership or admit other individuals to an existing partnership, he or she shall notify the Secretary in writing to that effect. On receipt of such notice from a member, the Secretary shall cause the same to be posted upon the bulletin board of the Association. A member shall promptly notify the Secretary of the retirement of any partner from the member firm partnership or of the dissolution of such partnership.

When a member intends to form a limited liability company or admit other individuals to an existing limited liability company, he or she shall notify the Secretary in writing to that effect. On receipt of such notice from a member, the Secretary shall cause the same to be posted upon the bulletin board of the Association. A member shall promptly notify the Secretary of the retirement of any other member from the member firm limited liability company or of the dissolution of such limited liability company. (04/01/98)

230.10 Suspended or Insolvent Members - A member shall not form a partnership or limited liability company nor, unless permitted by the Regulatory Compliance Committee, continue in a partnership or limited liability company with any of the following:

(a) A member whose membership privileges have been suspended by the Association;

(b) Any person who has been expelled from the Association as permitted by Rule 560.00;

(c) An insolvent person; or

(d) Any previous member of the Association against whom any member holds a claim which

arises out of transactions made during the time of such membership and which have not been released or settled. (04/01/98)

230.11 Discipline of Partners or Members of Limited Liability Companies - A member of the Association who is a general partner of a member firm of the Association is liable to the same discipline and penalties for any act or omission of said firm as for his or her own personal act or omission, but the Regulatory Compliance Committee may, in its discretion, by a vote of not less than two-thirds of its members present, relieve him or her from the penalty therefor.

A member of the Association who is also a member of a limited liability company which is a member firm of the Association is liable to the same discipline and penalties for any act or omission of said firm as for his or her own personal act or omission, but the Regulatory Compliance Committee may, in its discretion, by a vote of not less than two-thirds of its members present, relieve him or her from the penalty therefor. 1076 (04/01/98)

230.12 Dissolution of Partnership or Limited Liability Company - Whenever it shall appear to the Regulatory Compliance Committee that a member has formed a partnership or limited liability company or has become an officer, employee, or stockholder of a corporation or established an office or headquarters or is individually, or through any member of his or her firm, interested in a partnership or other business organization, or has formed any business connection whatever whereby the interest or good repute of the Association may suffer, the Regulatory Compliance Committee may require the dissolution of any such partnership or limited liability company or discontinuance of such business office, or headquarters, or business connection as the case may be. (04/01/98)

230.13 Relations Controlling Policy - Whenever it shall appear to the Regulatory Compliance Committee that a member individually or through his or her firm or a partner or partners therein, has such a business connection with a corporation or other business organization that the corporation or other business organization dominates the business of the member or firm or controls the policy of such business, the Regulatory Compliance Committee may require the discontinuance of such business connection. (04/01/98)

230.14 Delegation of Approval Authority - The Chairman of the Membership Committee, or a member of the Membership Committee who has been designated by the Membership Committee Chairman or the Member Services and Member Firm Staff Services Department upon delegation by the Chairman, will have the authority to approve the application of a Full or Associate Member to register his or her membership for an eligible business organization under Rule 230.00 and the regulations thereunder; provided that the eligible business organization is currently registered in accordance with Rule 230.00. The power to deny such applications is expressly reserved to the Regulatory Compliance Committee. With respect to firm-owned Full and Associate Memberships under Regulation 249.01(b), the Chairman of the Membership Committee or a member of the Membership Committee who has been designated by the Membership Committee Chairman may determine that such memberships are needed by the registered eligible business organization to carry out its business at the Association.

For the purpose of this regulation, the Chairman may not delegate approval authority to the Member Services and Member Firm Staff Services Department when the applicant has answered affirmatively to any question in the "Disciplinary Action" section of the Member Firm Registration application. (12/01/98)

230.15 Financial Requirements - (See Reg. 285.05) (04/01/97)

230.17 Changes in Organization - Any change in the organizational structure of a member firm requires the Exchange's prior approval. Organizational changes shall include, but not be limited to: i) a corporation, limited liability company, general partnership, limited partnership or sole proprietorship

which changes to another form; or ii) replacement of any general partner or member of any limited liability company. Any failure to comply with this Regulation and any such change in organizational structure that does not comply with the requirements to be a member firm shall be referred to the Business Conduct Committee for possible disciplinary action pursuant to Rule 540.00. The Exchange may grant the member firm a period of time in which to come into compliance with the requirements for member firm status. The Business Conduct Committee may also determine whether such a member firm is entitled to member transaction fees for any time period in which the firm fails to comply with requirements. (04/01/98)

231.00 Ownership and Registration of Associate Memberships - With the approval of the Membership Committee ownership of title and value of an Associate membership of an individual, approved under Rules 200.00, 201.00, 159.00, and 202.00, may be vested in an eligible business organization registered in accordance with Rule 230.00 provided that all of the provisions of Regulation 249.01 - Transfer of Membership - are complied with, where applicable.

Associate memberships may be registered on behalf of an eligible business organization pursuant to Rule 230.00. 875 (04/01/98)

240.00 Assessments - The Board, prior to the Annual Meeting and quarterly thereafter during each year, shall levy upon the membership such assessments as it may deem necessary or advisable to meet any anticipated operating deficit of the ensuing quarter and any actual deficit of the preceding quarter and such assessment as the Board may deem necessary or advisable to meet any capital expenditures of the ensuing quarter, including the retirement of mortgage indebtedness encumbering the Board of Trade Building. It shall be the duty of the President to prepare and submit to the Board, in advance of the meeting at which any such assessment is levied, a detailed budget showing the deficit, if any, for the preceding quarter and the amount of each such assessment proposed to be levied. Each such quarterly assessment shall be billed to the members as near the beginning of the quarter as may be practicable and shall become due and payable within thirty days after such billing. 108 (08/01/94)

241.00 Members in Military Service - The Board shall have authority to remit the assessments of a member during the period in which such member is in the military service of the United States, as such service is defined in the Soldiers' and Sailors' Civil Relief Act of 1940, as passed by Congress and as it may be amended. 108B (08/01/94)

241.01 Dues of Members in Military Service - In accordance with the authority granted the Board under the provisions of Rule 241.00 no assessment of a member shall be remitted under Rule 241.00 except under the following conditions:

1. Each petition for the benefits of Rule 241.00 will be considered on its merits.

2. No petition will be considered unless accompanied with funds sufficient to pay all dues up to and including the full month in which the Board acts on the request.

3. No petition will be approved unless the petitioner became a member of the Association prior to January 1, 1953.

4. When a petition is granted the member is required to notify the Secretary promptly of the termination of his military service. 1844A (08/01/94)

242.00 Neglect to Pay Assessment - Any member who neglects to pay his assessment, or installments thereof, within thirty days after such assessment, or installments thereof, has been called for payment may be suspended until such assessment, or installments thereof, is paid. If a member neglects to pay such assessment, or installments thereof, during a period of six consecutive months, his membership (a) may be disposed of by the Board; (b) or may be forfeited and cancelled by the Board. 109 (08/01/94)

243.00 Transfer Fees - No transfer of membership may be consummated unless the transferee pays to the Association a transfer fee. The amount of this fee is established from time to time, by the Board of Directors. The transfer fee so collected shall be used to purchase, retire or redeem indebtedness to finance improvements to the Board of Trade Buildings or to pay the cost of such improvements. The transfer fee described in this Rule 243.00 shall not apply when the transferor is the estate of a deceased member or membership interest holder and the transferee is the decedent's spouse or the decedent's child. 111 (07/01/98)

243.01 Sale and Transfer of Membership Privileges - Each individual submitting an application for membership shall include with the application a non-refundable application fee established by the Board. The application fee described in this Regulation 243.01 shall not apply when the applicant is the spouse or the child of a deceased member or membership interest holder. The application fee will also not apply when a deceased member or membership interest holder's membership or membership interest is held in trust pursuant to Regulation 249.01(i), the applicant is the spouse or the child of the decedent, and under the terms of the trust, the applicant is the successor trustee to the deceased member or membership interest holder. 1807 (04/01/98)

249.01 Purchase and Sale or Transfer of Membership or Membership Interest - Membership status in this Exchange is a personal privilege, not subject to sale or transfer except as herein authorized.

(a) Purchase and Sale of Memberships and Membership Interest by Individuals -

(i) When an individual wishes to sell his full or associate membership or membership interest, he shall sign an offer to sell including an offer price, in such form as shall be prescribed by the Exchange.

When an offer is matched to a bid, the member or registered eligible business organization may receive the sale proceeds prior to the expiration of the claims period or the resolution of any claims by depositing treasury bills with the Association, equivalent to the sale price of the membership or membership interest. All amounts deposited shall be available, without restriction, to satisfy claims against the departing member or the registered eligible business organization under this Chapter. In lieu of a deposit, the member or registered eligible business organization may file a clearing firm guaranty, letter of credit, or such other form as the Association may permit, equivalent to the sale price of the membership or membership interest, for the satisfaction of claims.

(ii) Any individual who wishes to purchase a full or associate membership or membership interest subsequent to his approval for a particular membership status shall execute and deliver to the Department of Member Services a bid to purchase such membership or membership interest, in such form as may be prescribed by the Exchange. The bid shall be accompanied by a certified or cashier's check representing an earnest money deposit in the amount of fifteen percent of the bid, by an irrevocable letter of credit in the amount of fifteen percent of the bid, or by an agreement on a form prescribed by the Exchange and executed by a clearing member of the Association as provided in this section (ii).

Any individual who wishes to purchase a full or associate membership or membership interest prior to his approval for a particular membership status shall execute and deliver to the Department of Member Services a bid to purchase such membership or membership interest, in such form as may be prescribed by the Exchange. The bid shall be accompanied by a check in the amount of the applicable transfer fee. The bid shall also be accompanied by a certified or cashier's check in the amount of such bid or by an agreement on a form prescribed by the Exchange and executed by a clearing member of the Association which shall provide that in the event the prospective purchaser's bid is matched to an offer, as provided in section (iii) below, and the prospective purchaser fails to make payment in the amount of his bid by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer, such clearing member shall purchase the membership or membership interest in question for the full amount of such bid.

The bid shall contain an agreement by such individual to take no recourse against the Association in the event he is not approved for membership, except as may be permitted under Section 8c of the Commodity Exchange Act as amended and a release of the Association of any claim or right that such individual would otherwise have had by reason of such failure to be so elected. The bid also shall contain an agreement by such individual that he or she consents to and accepts the Exchange's jurisdiction with respect to any disciplinary action or other matter within the purview of any Exchange committee from the date of purchase of a membership or membership interest until the date the individual is approved for membership status or, if such individual fails to be approved for membership status, until the date of a sale of the membership or membership interest is effected in accordance with this regulation. With respect to the purchase of a membership which will be registered pursuant to Rule 230.00 for the benefit of an eligible business organization which is not currently a member firm, a consent to jurisdiction also must be executed on behalf of the firm. The consent to jurisdiction shall expressly state that the Exchange may hold the membership or membership interest pending the disposition of any proceeding before any Exchange Committee and apply the proceeds from the sale of the membership or membership interest toward the satisfaction of any decision that may be rendered against the individual or firm.

Nothing herein shall be construed in any way to limit the Exchange's jurisdiction over all individuals and firms which have been approved for membership. If any purchase of a membership or membership interest is being financed by a person other than the purchaser, such purchaser shall file satisfactory proof as required by the Department of Member Services that the financing party is aware of the provisions of this Regulation and Rule 252.00.

(iii) The Department of Member Services shall post continually on the Bulletin Board the lowest offer to sell and the highest bid to buy full and associate memberships and membership interests, respectively. In the event of a match between any such bid and offer, the Department of Member Services shall notify the purchaser and the seller. In the event there are two bids and/or two offers in the same amount, the oldest offer shall be matched to the oldest bid. Title and value of the membership or membership interest shall be transferred to the purchaser upon payment being effected in the full amount of the bid.

In the event that the prospective purchaser fails to make payment in the amount of his bid by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer, the clearing member who has executed an agreement to purchase the membership or membership interest as provided in section (a)(ii) of this Regulation shall make payment in the full amount of the bid by 5:00 p.m. of the business day following the day upon which payment was due from the prospective purchaser. Upon becoming the owner of the title and value of the membership or membership interest, the clearing member shall either sell or transfer the membership or membership interest or cause the membership or membership interest to be registered on its behalf in accordance with Rule 230.00 of these Rules and Regulations.

Failure to fulfill the obligations set forth in said agreement shall constitute acts detrimental to the interest and welfare of the Association.

Within ten (10) business days of notice to the purchaser by the Department of Member Services that his or her bid has been matched to an offer, each purchaser of a full or associate membership who is not a full or associate member in good standing, and each purchaser of a membership interest who is not a full or associate member, membership interest holder or nominee thereof, or delegate in good standing, shall file with the Department of Member Services an application for the appropriate membership status, in such form as may be prescribed by the Exchange, in order to be eligible for approval for membership status. Such form shall include an agreement by the applicant to take no recourse against the Association in the event he or she is not approved for a particular membership status, except as may be permitted under Section 8c of the Commodity Exchange Act as amended and a release of the Association of any claim or right that such individual would otherwise have had by reason of such failure to be so elected. No person may exercise the rights of a particular membership status until he or she is approved for such membership status in accordance with these rules.

(iv) If a purchaser of a membership or membership interest fails to file an application with the Department of Member Services as required in paragraph (iii) above, is not approved for membership status, or if for any reason his application is withdrawn, the Exchange shall retain the transfer fee and the purchaser shall assume all risk of gain or loss from the resale of the membership or membership interest purchased by him. The purchaser shall take all necessary steps to effect a sale of the membership or membership interest purchased by him within thirty (30) days of notification of his failure to be approved for membership status, withdrawal of his application, or the purchase of the membership or membership interest if he failed to file an application.

(v) If the purchaser fails to effect a sale within the time period specified in paragraph (iv) above, the Department of Member Services shall effect a sale at the price of the highest bid to purchase then on file with the Department of Member Services on the next business day following the thirtieth (30) day after notification of his failure to be approved for membership status, withdrawal of his application, or the purchase of the membership or membership interest if he failed to file an application. If on the next business day following the thirtieth day after such notification, withdrawal, or purchase if he failed to file an application, there is no bid to purchase on file with the Department of Member Services, the membership or membership

interest shall be offered for sale by the Exchange at the same price as the lowest offer to sell then on file with the Department of Member Services. Such offer shall be matched with a bid in accordance with Regulation 249.01(a)(iii). The total amount realized from the sale of the membership or membership interest shall be remitted to the unsuccessful applicant in full satisfaction of all obligations of the Association, subject to Exchange Rule 252.00.

(vi) An individual whose offer to sell his only membership or membership interest has been accepted by a purchaser, shall not make any Exchange contracts after the date of such consummation of the transfer.

An individual whose membership or membership interest status was terminated through a sale in accordance with this paragraph (a), and who was a member or membership interest holder in good standing, not subject to any Exchange investigation, charges, suspension or disciplinary action at the time of such sale, shall remain eligible, for a period of six (6) months following such sale, to purchase another membership or membership interest under the provisions of this paragraph (a), to be the transferee of a membership or membership interest pursuant to subparagraphs 249.01(b) (c) or (d) or to become a delegate, in accordance with provisions of Regulation 202.01. The Exchange may, in its discretion, grant extensions to this six (6) month approval period.

(b) Transfer by member firm

(i) A member firm may own a full or associate membership held in the name of an individual member, provided that (i) the individual member is a principal or employee of such member firm; and (ii) the principal or employee's membership is registered on behalf of such member firm pursuant to Rule 230.00, except as otherwise provided in Rule 230.00. Additionally, a member firm may own GIM, COM and IDEM membership interests held in the name of individual members who are full-time employees of such firm. In such circumstances, the member firm shall be entitled to transfer such membership or membership interest, and to receive the net proceeds from transfer of such membership or membership interest after satisfaction of all claims against the individual member, or against the member firm, in accordance with Rules 252.00 and 253.00.

(ii) A member firm that owns a full membership, associate membership or membership interest may transfer such membership or membership interest to another principal or employee of the member firm, or of another member firm as permitted by Rule 230.00, by delivering to the Department of Member Services a report of intention to transfer upon such form as shall be prescribed by the Exchange. In addition, with respect to the transfer of a full or associate membership, the firm mist deposit with the Department of Member Services an amount equal to the weighted average of all full or associate membership sales for the preceding calendar month, as appropriate. With respect to the transfer of a membership interest, the firm must deposit the greater of $50,000 or an amount equal to the weighted average of all GIM, COM or IDEM sales, for the preceding calendar month, as appropriate, Such amount may be deposited in cash, treasury bills, or such other forms as the Exchange may permit. All departing individual member or against the member firm. In lieu of a deposit, a firm may file a clearing firm guaranty for the satisfaction of claims in an amount that accords with formulas set forth in this sub-paragraph. Should the departing individual member be leaving the employ of the member firm, the application for membership or transfer documents of the transferee must be submitted to the Exchange within thirty (30) days form the termination date of the departing individual member. The Exchange may, in its discretion, grant extensions of this 30 day period. No such extension shall exceed 60 days total length for any individual.

(iii) Nothing herein shall preclude or impair the right of the Exchange to impose discipline upon the member firm that owns the membership or for which the membership is registered, or upon the individual member, or to dispose of the membership or membership interest of any individual member, for the acts or delinquencies of the member firm that owns the membership or for which the membership is registered, or for the acts or delinquencies of the individual member, in accordance with the Rules and Regulations of the Exchange.

(iv) An individual member whose only remaining membership or membership interest has been transferred in accordance with this paragraph (b) shall not make any Exchange contracts after the date of such transfer.

(v) In the event that a member firm that owns a full or associate membership or membership interest is acquired by another member firm through the purchase of 100% of the partnership or limited liability company property or corporate stock, the acquiring member firm may transfer such membership or membership interest to another individual member who is an employee of the acquiring member firm pursuant to the procedures set forth in sub-paragraph (ii), above.

A member firm that owns a full or associate membership or membership interest may transfer such membership or membership interest to a principal or employee of another member firm which is its wholly-owned subsidiary, a parent entity which owns 100% of the member firm, or a sister entity that is 100% owned by its parent entity, pursuant to the procedures set forth in sub-paragraph (ii), above. Each such transfer of a GIM Membership Interest shall count toward the two transfers specified in Rule 296.00 (2).

(vi) The parties to the transfer set forth in sub-paragraph (ii) of this paragraph may elect not to deposit a sum of money or file a clearing firm guaranty agreement as provided therein, in which case the transferee shall, for a period of time equal to that set forth in paragraph (e) of this Regulation, be ineligible to exercise any of the rights and privileges of the transferred membership or membership interest and, during this time and no other, all claims as set forth in sub-paragraph (ii) of this paragraph against the transferor shall be filed. If such claims are filed the transferee shall remain ineligible until the claims are satisfied or otherwise disposed. In order to satisfy claims have been paid, the remaining surplus, if any, of the proceeds of sale shall be paid to the member firm upon execution by it of a release which is satisfactory to the Exchange for the satisfaction if claims, and for the transferee to become immediately eligible to exercise the rights and privileges of the transferred membership or membership interest, the member firm may, in the alternative, deposit a sum of money or file a clearing firm guaranty as provided in sub-paragraph (ii) above.

(vii) An individual member whose membership or membership interest status was terminated through a transfer in accordance with this paragraph (b), and who was a member or membership interest holder in good standing, not subject to any Exchange investigation, charges, suspension or disciplinary action at the time of such transfer, shall remain eligible, for a period of six (6) months following such transfer, to acquire another membership or membership interest. The Exchange may, in its discretion, grant extensions of this six (6) month approval period.

(c) Transfer by member under loan agreement -

(i) Whenever, under the Rules and Regulations, a registered eligible business organization is required to register a certain number of full or associate memberships or is required to maintain memberships for other purposes, such eligible business organization may execute with an employee, approved for membership under this Chapter, a loan agreement in such form as the Association may prescribe, advancing to such employee the cost of membership and providing for the enforced repayment of such advance. The employee may transfer his membership to another employee of the same registered eligible business organization, approved for membership under this Chapter, upon the deposit with the Department of Member Services of an amount equal to the sum specified in sub-paragraph (ii) of paragraph (b) of this Regulation. All amounts so deposited shall be available, without restriction, to satisfy claims under this Chapter. Should the transferor be leaving the employ of the registered eligible business organization, the application for membership of the transferee must be submitted to the Association within thirty (30) days from the termination date of the transferor.

(ii) Transfer under this paragraph (c) except as provided in sub-paragraph (i) hereof, shall be governed by the provisions of paragraph (a) of this Regulation.

(d) Transfer within family -

(i) It shall be permissible, under the Rules and Regulations, to transfer a full or associate membership or membership interest between members of the same family (a spouse, parent, sibling, child, grandparent, grandchild, aunt, uncle or in-laws), or a decedent's membership or membership interest within the same family, provided such transferee is approved for the appropriate membership status under this Chapter and a clearing firm guaranty is filed, or sum of money as described in paragraph (b) is deposited with the Department of Member Services in order to satisfy claims.

(ii) The parties to the transfer may elect not to deposit a sum of money as provided in paragraph (b), in which case the transferee shall, for a period of time equal to that set forth in paragraph (e) of this Regulation, be ineligible to exercise any of the rights and privileges of the transferred membership or membership interest, and during this time and no other, all claims against the transferor shall be filed. If such claims are filed the transferee shall remain ineligible until the claims are satisfied or otherwise disposed. In order to satisfy claims against the transferor, which have been properly filed and allowed by the Association, as provided by the Rules and Regulations, the transferred membership or membership interest may be sold by the Association. In the event of such sale and after the claims have been paid, the remaining surplus, if any, of the proceeds of sale shall be paid to the transferee, or his legal representative, upon execution by him of a release which is satisfactory to the Association. In order to preclude the sale of the membership or membership interest by the Association for the satisfaction of claims, and to become immediately eligible to exercise the rights and privileges of the transferred membership or membership interest, the transferee may, in the alternative, comply with the provisions of sub-paragraph (i), hereof.

(iii) Transfer under this paragraph (d), except as provided in sub-paragraph (i) and (ii) hereof, shall be governed by the provisions of paragraph (a) of this Regulation.

(e) Notice of membership sale or transfer and filing claims -

(i) On the first and sixteenth calendar day of each month (or if the first or sixteenth is not a business day on the following business day ("notice days")), the Secretary shall post on the bulletin board located on the Exchange floor a notice listing each sale or transfer of a membership, each termination or expiration of a delegation agreement, each termination of an individual member registration and each termination of a member firm registered in accordance with the provisions of Rule 230.00 that occurred during the period beginning on the preceding notice day and ending on the business day preceding the current notice day. The Secretary shall also make this information available to the membership. The last day for filing claims pursuant to Rule 253.00 against the proceeds of the sale or

transfer of a membership, the termination of an individual member registration, a termination of a member firm or pursuant to Rule 221.00 (c)(2) against a delegate whose delegation agreement has terminated or expired is the business day immediately preceding the notice day that follows the notice day on which the Secretary posts a notice on the bulletin board announcing such sale or transfer or such termination or expiration of a delegation agreement. The Exchange shall hold the proceeds from the sale or transfer of a membership until such time as the relevant claims period has run and/or any disputed claims have been resolved.

(ii) Upon the effective date of sale or transfer of an individual's sole membership, all Exchange contracts of the seller or transferor shall mature, and if not settled, shall be closed out as in the case of insolvency, unless the same are assumed or taken over by another member of the Association.

(iii) The name of a member whose membership or membership interest has been disposed of by the Board shall be posted as in the case of a voluntary sale and such posting shall have the same effect in respect to open contracts and unmatured debts and obligations of the former member as in the case of a voluntary sale.

(f) Sale by Legal Representative -

(i) The membership or membership interest of a deceased member or membership interest holder may be sold pursuant to an offer to sell executed by the executor, administrator or other duly qualified and appointed legal representative of his estate.

(ii) The full or associate membership or membership interest of a member or membership interest holder who has been adjudicated incompetent may be sold pursuant to an offer to sell executed by his duly appointed guardian, conservator or other duly qualified legal representative.

(g) Indirect Exchange of Memberships -

(i) A member may exchange an associate membership for a full membership (an "AM Swap"), a full membership for an associate membership (an "FM Swap"), a GIM membership interest for an associate membership (a "GIM to AM Swap"), a GIM membership interest for a full membership (a "GIM to FM Swap"), a com membership interest for an associate membership (a "COM to AM Swap"), a COM membership interest for a full membership (a "COM to FM swap") a COM membership interest for an IDEM membership interest (a "COM to IDEM Swap") an IDEM membership interest for an associate membership (an "IDEM to AM swap"), an IDEM membership interest for a full membership (an "IDEM to FM swap") or an IDEM membership interest for a COM membership interest (an "IDEM to COM Swap"), by signing an offer to exchange in such form as shall be prescribed by the Exchange. The offer to exchange shall specify the category of membership being relinquished (the "relinquished membership"); the category of membership the exchanging member wishes to acquire (the "replacement membership"), and the "Price Differential" at which the exchange is to be effected (as described below).

The offer to exchange shall be accompanied by: (1) In the case of an AM, GIM to AM, GIM to FM, COM to AM, COM to FM, IDEM to AM or IDEM to FM Swap, a certified or cashier's check in the amount of the Price Differential, or an agreement of a clearing member of the Association as described in section (a)(ii) of this Regulation; and (2) an agreement of a clearing member of the Association to pay to the Association in cash upon demand the amount of any assessments or claims against the exchanging member's relinquished membership according to Rule 252.00 up to the value of the relinquished membership at the time the exchange is accepted. For this purpose, the value of the relinquished membership will be the bid price for such membership. In the case of a COM to IDEM Swap or an IDEM to COM Swap, the offer to exchange shall be accompanied by a certified or cashier's check in the amount of the Price Differential, or an agreement of a clearing member of the Association as described in section (a)(ii) of this Regulation if the value of the relinquished membership exceeds the value of the replacement membership. For the purpose of preceding sentence, the value of the relinquished membership will be the bid price of such membership and the value of replacement membership shall be the offer price of such membership.

(ii) The Department of Member Services shall post continually on the Bulletin Board the highest Price Differential for AM, GIM to AM, GIM to FM, COM to AM, COM to FM, COM to IDEM, IDEM to AM, IDEM to FM and IDEM to COM swaps, and the lowest Price Differential for FM swaps. In the event there are two or more AM swaps, two or more FM swaps, two or more GIM to AM Swaps, two or more GIM to FM Swaps, two or more COM to AM Swaps, two or more COM to FM Swas, two or more IDEM to AM swaps, two or more IDEM to FM Swaps, or two or more COM to IDEM Swaps (or IDEM to COM Swaps) offered at the same Price Differential, the oldest offer shall be listed first.

(iii) The Department of Member Services shall notify an exchanging member that the member's offer to exchange has been accepted when (1) the difference between the bid price for

memberships in the category of the relinquished membership and the offer price for memberships in the category of the replacement membership equals (2) the Price Differential for the offer to exchange. Upon notification of acceptance of the offer to exchange, the Department of Member Services shall cause the Association to acquire the relinquished membership from the exchanging member, sell the relinquished membership at its bid price, acquire the replacement membership at its offered price, and transfer the replacement membership to the exchanging member. The exchanging member shall pay the applicable transfer fee not later than 5:00 p.m. of the first business day following acceptance of the offer to exchange.

(iv) If, prior to acceptance of an offer to exchange, the posted Price Differential for AM Swaps matches the posted Price Differential for FM Swaps, the Department of Member Services will notify the respective members and will effect a direct exchange of their memberships according to paragraph (h) below.

(v) Title and value of the relinquished membership shall pass to the Association, and title and value of the replacement membership shall be transferred to the exchanging member, upon notification by the Association that the exchange offer has been accepted.

(vi) The proceeds from the sale of the relinquished membership shall be applied to payment for the replacement membership. Any excess proceeds shall be applied in the manner specified in Rule 252.00 to satisfy assessments and claims against the relinquished membership. The exchanging member shall only be entitled to the replacement membership and any excess proceeds (subject to application of Rule 252.00); in no event shall the exchanging member be entitled to demand receipt of the proceeds from the sale of the relinquished membership in lieu of receipt of the replacement membership.

(vii) If the exchanging member in an AM, GIM to AM, GIM to FM, COM to AM, COM to FM, IDEM to AM, IDEM to FM COM to IDEM OR IDEM TO COM swap fails to make payment for the Price Differential by 5:00 p.m. of the next business day following the day on which the member was notified by the Department of Member Services that the member's offer to exchange was accepted, the exchanging member shall forfeit ownership of the title and value of the replacement membership and the clearing member who has executed an agreement to purchase the membership as provided in section (a)(ii) of this Regulation shall make such payment by 5:00 p.m. of the next business day following the day upon which payment was due from the exchanging member. Upon such payment, the clearing member shall be the owner of the title and value of the replacement membership. The clearing member shall either sell or transfer the replacement membership or cause the replacement membership to be registered on its behalf in accordance with Rule 230.00 of these Rules and Regulations. The clearing member shall account to the exchanging member for the portion of the replacement membership bid price paid from the proceeds from the sale of the relinquished membership.

Failure to fulfill the obligations set forth in said agreement shall constitute acts detrimental to the interest and welfare of the Association.

(viii) The person who purchases the relinquished membership from the Association and the person who sells the replacement membership to the Association shall follow the procedures specified in section (a) or (b) of this regulation as applicable. Exchanges under this section (g), except as provided herein, shall be governed by the provisions of this Chapter.

(h) Direct Exchange of Memberships -

(i) A member in good standing may transfer (1) an associate membership in direct exchange for a full membership of another member, (2) a full membership for an associate membership of another nmember, (3) a GIM membership interest for an associate membership of another member, (4) a GIM membership interest for a full membership of another member, (5) a COM membership interest for an associate membership of another member, (6) a COM membership interest for a full membership of another member, (7) an IDEM membership interest for an associate membership of another member, (8) an IDEM membership interest for a full membership of another member, (9) an IDEM membership interest for a COM membership interest of another member or (10) a COM membership interest for an IDEM membership interest of another member. The exchanging members shall jointly execute and deliver to the Department of Member Services an agreement of direct exchange in such form as may be prescribed by the Exchange and setting forth the agreed Price Differential between the memberships. The agreement shall be accompanied by (1) a check

from each member in the amount of the applicable transfer fee, (2) a certified or cashier's check for the Price Differential, and (3) for each member, an agreement of a clearing member of the Association to pay to the Association in cash upon demand the amount of any assessments or claims against the exchanging member's relinquished membership according to Rule 252.00 up to the value of the relinquished membership at the time the exchange is accepted. For this purpose, the value of the relinquished membership shall be the average of the posted bid and offer prices for such memberships; provided that if there is either no posted bid or no posted offer, the value shall be the price paid in the last sale of such memberships. Title and value of the memberships shall be transferred to the respective exchanging members upon notification from the Department of Member Services that it has accepted the exchange.

(ii) Exchanges under this section (h), except as provided herein, shall be governed by the provisions of this Chapter.

(i) Transfer to a Trust -

(i) A member or membership interest holder (collectively referred to as "member" under this section) or a member's personal representative (including his or her agent under a durable power of attorney) may transfer his or her membership(s) or membership interest(s) to a trust of which the member is a grantor, if: (1) while the member is living and competent, the member is the sole trustee of the trust, (2) the member retains the right to revoke the trust during his or her life, and (3) all beneficiaries of the trust are members of the grantor's family who would be eligible for a family transfer from the grantor pursuant to section (d) of this regulation.

(ii) A trust shall take the membership subject to all of the rules of the Exchange, including Rules 230.00 and 252.00; however, Rule 252.00 shall not apply to the transfer of a membership or membership interest to a trust wherein the member/grantor is the trustee. The transfer of a GIM membership interest to a trust wherein the member/grantor is the trustee shall not constitute a transfer under Rule 296.00(1).

(iii) The interests in the membership that inure to the beneficiaries of the trust shall be subject to all of the rules of the Exchange; the Exchange's rights with respect to the membership shall be superior to those of the beneficiaries; and the Exchange shall have no liability to the beneficiaries of the trust in the event of the mishandling of the trust assets by the trustee. The grantor and the trustee (and any successor) shall each provide in the form provided by the Exchange an acknowledgement that the trust takes the membership subject to all of the rules of the Exchange and that the trust is in compliance with the requirements of this regulation.

(iv) The trustee (and any successor), if not already a member, shall be required to qualify for membership and satisfy the requirements of Chapter 2 of these Rules and Regulations.

(v) The grantor's liability to the Exchange under Rule 209.00 shall continue with respect to any claim arising out of an act or omission occurring prior to such transfer, and the membership will continue to be treated as the asset of the grantor for the purposes of Rule 209.00 and for otherwise meeting any obligations to the Exchange arising out of the grantor's use of the membership prior to the transfer to the trust, including fines imposed with respect to conduct occurring prior to the transfer.

A membership or membership interest held in a trust of which the member/grantor is the sole trustee may be temporarily transferred, subject to the provisions of section (j) of this regulation, to an individual within the member/grantor's same family, as defined in section (d)(I) of this regulation.

(vi) A membership held in trust may not be registered for member firm privileges.

(vii) Subparagraph (vi) shall not apply to self-owned registered memberships, provided that the member demonstrates, to the satisfaction of the Association and before the membership is placed in trust, that the declaration of the trust into which the membership will be transferred incorporates by express reference the Rules and Regulations of the Association.

This subparagraph shall have no effect on the provision of Regulation 249.01(j)(iv) that prohibits the use of a membership that is the subject of a revocable intra-family transfer for

member firm privileges.

(viii) The transfer shall be revoked and the membership shall revert to the transferor upon official notice to the Exchange that the trust has been revoked.

(j) Notwithstanding the provisions of section (d) of this regulation pertaining to permanent family transfers, a member or membership interest holder may temporarily transfer his or her respective membership or membership interest to a member of his or her immediate family, as defined in section (d)(i) of this regulation, who shall be subject to all Exchange Rules and Regulations.

Transfers under this section shall be subject to the following terms and conditions:

(i) The transferor may revoke the transfer upon written notice to the transferee, and a copy thereof shall be filed by the transferor with the Member Services Department as a precondition to its effectiveness. The transferee shall remain approved for membership under the same conditions which are applicable in the event of a termination of a delegation agreement, as set forth in Rule 221.00(a).

(ii) The transfer shall be revoked and the membership or membership interest shall revert to the transferor's estate or conservator upon official notice of the death or formally declared incompetence of the transferor.

(iii) Upon election to membership, the transferee shall be treated as a member for all purposes, except that the transferee shall have no authority to sell, transfer or assign the membership or membership interest. The right to vote on all matters subject to a ballot vote among the general membership will remain with the transferor. A Full or Associate Member shall not be ineligible for elective office or committee appointments based on such member's having temporarily transferred his or her Full or Associate Membership pursuant to this section (j).

(iv) While a transfer under this section is in effect, the membership involved would not qualify the transferee for elective office and the membership may not be registered under Rule 230.00 for member firm privileges.

(v) The provisions of Rule 221.00(c) shall apply to the transferor and the transferee in the same manner that those provisions apply to a member and his delegate.

(vi) The transferor may sell or transfer the membership at any time in accordance with the provisions of this regulation. The family transfer shall automatically be null and void upon such a sale or transfer by the transferor. The proceeds of the sale of the membership will be distributed to the transferor following the settlement of all claims pursuant to Rule 252.00

(vii) The transfer of a GIM membership interest under this section shall not constitute a transfer under Rule 296.00(1).

(viii) In the case of a membership or membership interest held in trust pursuant to subsection (i), the trustee may transfer the membership or membership interest in accordance with the provisions of this subparagraph (j). The trustee shall have the rights, duties and obligations of a transferor as provided by this subsection (subject to the provisions of subsection (i)). Where the transferor is the trustee of a membership or membership interest held in trust pursuant to subsection (i), and either (1) the trustee revokes the transfer; (2) the settlor is officially declared dead or (3) the settlor is decreed to be legally incompetent by a court of proper jurisdiction, then the membership or membership interest shall automatically revert to the trustee. (10/01/04)

250.01 Sale and Transfer of Membership Privileges - A member or his legal representative desiring to sell his membership or membership interest shall deliver to the Department of Member Services a signed authorization of sale which is notarized or otherwise officially authenticated, or a telecopy thereof, in the form prescribed below. The authorization of sale shall contain a specific offer price. The member must also deliver to the Department of Member Services a signed consent to jurisdiction in a form prescribed by the Exchange before his authorization of sale will be accepted. With respect to the sale of a firm-owned membership, the consent to jurisdiction must be signed by the last member holding the membership and, if the sale would terminate the firm's member firm status, a consent to jurisdiction must also be executed on behalf of the firm. The consent to jurisdiction form provides that the member and, if applicable, the member firm, consents to and accepts the

Association's jurisdiction with respect to any potential or current disciplinary matter of which the Association is aware or becomes aware prior to the distribution of proceeds and further that the Exchange may retain all of the proceeds from the sale of the member's seat pending the outcome of any disciplinary action. The following shall apply to persons elected to membership and to registered member firms for a period of five years after the termination of such individual's or firm's membership status. Each such individual and firm:

- Remains responsible for any violations of Exchange rules and regulations committed while a member or member firm; and

- Agrees to have any disputes which arose while a member or member firm and which relate to or arose out of any transaction upon the Exchange or membership in the Exchange, resolved in accordance with Exchange rules and regulations.

An individual wishing to purchase a membership or membership interest shall inform the Department of Member Services in such form as shall be prescribed by the Exchange of his desire to purchase a membership or membership interest. When the purchaser's bid has been matched with an offer to sell, the purchaser shall sign a confirmation of purchase and shall by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer deposit with the Department of Member Services the balance, if any, owing on the purchase price on the membership or membership interest.

AUTHORIZATION OF SALE

To the Department of Member Services, ---------20--------

Board of Trade of the City of Chicago

I hereby offer to sell my membership privilege on the Board of Trade of the City of Chicago for the sum of $----------to any purchaser, and I authorize you to transfer my membership privilege to such purchaser upon his deposit of said purchase price with you and his payment of the transfer fee, it being understood that I shall pay all assessments up to the end of the quarter in which my membership is thus transferred. I have this date knowingly entered the date and offer price set forth above.

---Please check here if this offer revises and replaces a previous offer to sell your membership privilege.

I ACKNOWLEDGE THAT I AM PERSONALLY LIABLE FOR ANY DAMAGES THAT MAY RESULT IF THIS OFFER REVISES AND REPLACES A PREVIOUS OFFER AND I FAIL TO NOTE THIS BY CHECKING THE SPACE INDICATED ABOVE.

Social Security Number

Subscribed and sworn to before me on this Day of ,
------- ----------
20

Notary Public

CONFIRMATION OF PURCHASE

Mr. , 20
---------- ---------- ------

I hereby confirm my purchase of your membership privilege on the Board of Trade of the City of Chicago in accordance with Regulations 243.01 and 250.01 for the sum of $_____, it being understood that I have paid to the Board of Trade of the City of Chicago the transfer fee of $_____.

Signed in the presence of

250.02 Memberships Held Under Regulation 249.01(b) - The title and value of a membership procured under Regulation 249.01(b) is owned by the member firm acquiring it, but the personal privileges of that membership can only be exercised by one of the member firm's principals or managerial employees who has been approved by the Exchange, except as otherwise provided in Rule 230.00. For that reason, the member firm may designate a qualified individual to exercise the personal privileges of that membership. Any such designation may be terminated by the member firm at any time. In that event, the individual's right to exercise the personal privileges of that membership terminates immediately and automatically. In the event that an individual wrongfully exercises any personal privilege of membership after termination, the member firm shall remain responsible for that individual's liabilities and actions until written notice of the termination has been posted on the bulletin board. 1806 (01/01/04)

250.03 Power-of-Attorney - In connection with membership transfers and delegations, a power-of- attorney is permitted to be used only for the following functions;

1. To submit a bid to purchase a membership or membership interest.

2. To sign the membership register.

3. To execute, amend, terminate or file a delegation agreement. (08/01/94)

251.00 Membership Transfer - All purchases or sales of membership privileges shall be made pursuant to Regulations adopted by the Exchange and no commission or other compensation for services in connection with the purchase or sale of a membership in the Association shall be paid. 127 (08/01/94)

251.01 Member Under Investigation - No member may transfer his membership privilege by intrafamily transfer and no member firm may transfer a firm-owned membership from one member employee to another employee under Regulation 249.01(b), unless the approval of the Regulatory Compliance Committee is first secured, when the member is under investigation by any standing committee or by a special committee appointed under the provisions of Rule 541.00 or when charges are preferred against him or when he is under suspension for causes other than default, insolvency, or non-payment of assessments. 1835 (08/01/94)

252.00 Proceeds of Membership -

(a) ORDER OF DISTRIBUTION. Upon any transfer of membership, whether made by a member voluntarily or by the Board, the proceeds shall be applied to the following purposes and in the following order of priority:

(1) FIRST, the payment of all debts owed to the Clearing Services Provider, if the membership transferred was registered for a Clearing Member in order to qualify the Clearing Member for clearing status pursuant to Rule 703.00 by the member whose membership is transferred. With respect to any other membership, the Exchange shall have the first priority for the debts described in paragraph (2) below, and the Clearing Services provider shall have the second priority.

(2) SECOND, the payment of all debts owed to the Exchange by such member, including, but not limited to, dues, assessments, service fees and fines.

(3) THIRD, the payment to such member's Primary Clearing Member or Members, as specified in Rule 333.00, of all claims filed under Rule 253.00 for trading losses of such member arising out of Transactions on Change, and which claims have been allowed by the Board.

(4) FOURTH, the payment to other Clearing Members of all claims filed under Rule 253.00 for trading losses of such member arising out of Transactions on Change, and which claims have been allowed by the Board.

(5) FIFTH, the payment to members and member firms of all claims filed under Rule 253.00 for money owed on loans which had been made to the member whose membership was transferred, exclusively for the purpose of financing the purchase of such membership, and

which had been promptly recorded with the Secretary of the Association, and which claims have been allowed by the Board.

(6) SIXTH, the payment to members and member firms of all claims filed under Rule 253.00 otherwise arising from Member's Contracts, exclusive of personal debts which are not related to the conduct of business as a broker, trader or commission merchant, and which claims have been allowed by the Board. Provided, however, that this provision shall not apply to a membership subject to Regulation 249.01(b) or 249.01(c).

(b) PRO RATA PAYMENT. If the proceeds of a transfer of membership are insufficient to pay all filed claims allowed by the Board, such claims, within the priorities listed in (a) above, shall be paid pro rata, except as provided in (e) below.

(c) SURPLUS, IF ANY. Claims which are not filed during the period specified in Regulation 249.01 but which would otherwise qualify under (a) above may, if allowed by the Board, be paid out of any surplus after all other claims allowed by the Board have been paid in full and shall be paid in preference to claims referred to in (e) below. The remaining surplus, if any, of the proceeds of a transfer of membership, after payment of all claims allowed by the Board under this Rule, shall be paid to the person whose membership is transferred, or to his legal representatives, upon the execution by him or them of a release or releases satisfactory to the Board.

(d) VALUATION.

(1) Claims which have not matured at the time of the transfer of the membership may be treated as though they had matured, and the amount due may be fixed and determined by the Board on the basis of market values or such other basis as the Board deems to be fair and just.

(2) If a claim is contingent or the amount that will ultimately be due cannot be immediately ascertained and determined, the Board may reserve and retain such amount from the proceeds as it deems appropriate, pending determination of the amount due on the claim.

(3) A claim shall be allowed by the Board only for the amount due after credit is given for the proceeds of the sale of any collateral held by the claimant of the fair value of such collateral as determined by the Board, The Board may require, before passing on the claim, that all such collateral be sold.

(e) CLAIMS OF PARTNERS. Claims growing out of transactions between partners, who are members of the Association, shall not share in the proceeds of the membership of one of such partners until all other claims as allowed by the Board have been paid in full.

(f) RIGHTS OF CREDITORS OF DECEASED, INCOMPETENT, SUSPENDED, OR EXPELLED MEMBER. The death, incompetency, expulsion or suspension of a member shall not affect the right of creditors under the provisions of this Rule.

(g) DEATH OR INCOMPETENCY OF CREDITOR MEMBERS. When a member is in debt to another member, the death or incompetency of the creditor member or the transfer of his membership either by his estate or by the Board, shall not affect the rights of the creditor member, his firm, corporation, or estate, to share in proceeds of the membership of the debtor member under this Rule, in the same manner and to the same extent as if the creditor member had not died, become incompetent or his membership had not been transferred.

(h) DEBTS EXISTING AS OF THE EFFECTIVE DATE OF THIS RULE AS AMENDED. Within 20 business days after the effective date of this Rule, as amended, all members and member firms shall notify the Secretary of the Association of all member debts outstanding as of the effective date which debts have arisen out of members' contracts had between the parties thereto in the ordinary course of business. The Secretary shall record such debts. All recorded debts still remaining unpaid at the time of the transfer of the debtor's membership, if allowed by the Board, shall be included in Category 3 of this Rule to be paid pro rata if necessary along with claims under that category, provided such debts are determined by the Board to have arisen out of members contracts had between the parties thereto in the ordinary course of business. The notice to the Secretary shall include the debtor member's acknowledgment of the debt; provided, however, that

any contested debts will be provisionally recorded by the Secretary. (01/01/04)

252.00A Claims Filed by Corporations - Your Rules and Claims and Insolvencies Committees concur in the attorney's opinion that a corporation cannot share in the proceeds of the sale of memberships against which the corporation has filed claims (even claims filed prior to the cancellation of the registration of its officer's membership) after the member has cancelled the registration of his membership for the benefit of the corporation, leaving no other member registered for the corporation. 3R (08/01/94)

252.00B Interpretation of Rule 252(e) - The Rules Committee has interpreted Rule 252(e) as follows:

Where a partnership is the primary or other clearing member for one of its member partners, such partnership may make claims against the proceeds from the sale of such partner's membership under the provisions of Rule 252.00(a) (3) or (4) for trading losses. A partnership may make claims against the proceeds from the sale of a partner's membership under Rule 252.00(a) (5) where such loan had been made exclusively for the purpose of financing the purchase of the partner's membership. (08/01/94)

253.00 Filing Claims - A member to establish his claim and to become entitled to his rights under Rule 252.00 of this Chapter to share in the proceeds of a membership, shall file a statement of his claim during the period specified in Regulation 249.01. Claims if not so filed and allowed by the Board may be paid out of any surplus after all claims allowed by the Board have been paid in full and shall be paid in preference to claims referred to in Rule 252.00(e) of this chapter. 113 (08/01/94)

253.01 Pending Arbitration - In the event an Exchange arbitration action is pending against a member who sells his membership, the entire proceeds from such membership sale shall be reserved and retained by the Exchange towards satisfaction of any resulting arbitration award in accordance with Rule 252.00. However, prior to the arbitration hearing, a selling member whose sale proceeds are being held by the Exchange pending the outcome of an arbitration may make application to the Executive Committee who, upon such application, shall have the discretion to authorize release to the selling member of any of the proceeds in excess of the amount claimed in the arbitration and claims filed pursuant to Rule 252.00. (08/01/94)

255.00 Deceased or Incompetent Member - When a member dies, or when a conservator is appointed for him or his estate, his membership may be disposed of by the Board. If the deceased or incompetent member has neglected to pay assessments, Rule 242.00 shall apply to the disposition of his membership by the Board. 115 (08/01/94)

256.00 Expelled Member - When a member is expelled or becomes ineligible for reinstatement, his membership may be disposed of forthwith by the Board. 116 (08/01/94)

270.00 Insolvency - A member, or any other person with trading privileges, who fails to perform his contracts, is insolvent, or is the subject of petition for bankruptcy, or whose membership is registered for a member firm which fails to perform its contracts, is insolvent, or is the subject of a petition for bankruptcy, shall immediately inform the Secretary in writing that he or his firm or corporation is unable to meet his or its engagements, and prompt notice thereof shall be given to the Association. Subject to the provisions of Regulation 540.06, he shall thereby become suspended from membership until, after having settled with his creditors or the creditors of his firm or corporation, he has been reinstated by the Board.

If a clearing member firm learns that any of the above-specified conditions apply to a member or member firm whose trades it clears, the clearing member firm must also immediately provide written notice thereof to the Secretary, and prompt notice thereof shall be given to the Association. For purposes of this provision, a clearing member firm will be deemed to have learned of such conditions, if a member who is registered for the firm, and is also a general partner of a partnership, an officer or director of a corporation, or a manager of a limited liability company, has actual knowledge thereof.

Nothing in this Rule shall preclude disciplinary action for the violation of any Rule or Regulation of the Association which contributed to the condition for which the person is suspended under this Rule. (06/1/00)

270.01 Restrictions on Operations - The Financial Compliance Committee shall advise the Chairman or Acting Chairman of the Board whenever it appears that a member, registered eligible business organization, wholly-owned affiliate of such member or registered eligible business organization or any other person with trading privileges is insolvent; is failing to meet the minimum capital requirements of the Association and cannot demonstrate its ability to achieve compliance; is in such financial condition that it cannot be permitted to continue in business with safety to its customers, its creditors, or the Association; or such other condition or practice exists which may adversely affect the safety of funds or positions carried for others. Upon the receipt of such advice, the Chairman or Acting Chairman may, subject to the provisions of Regulation 540.06, impose any restriction upon the operations of a member, registered eligible business organization, wholly-owned affiliate or any other person with trading privileges as he deems appropriate in the circumstances, including but not limited to the following:

(a) Restrictions upon the solicitation and or acceptances of new positions or new accounts;

(b) In the case of positions or funds not otherwise protected by law which are carried for the benefit of others, restrictions upon the uses to which such positions or funds may be applied, and

(c) Restrictions upon the carrying of funds or positions of others on an omnibus account basis.

Any member, registered eligible business organization, their wholly-owned affiliates, or persons with trading privileges failing or refusing to comply promptly with a restriction imposed by the Chairman shall be fined, suspended, or expelled by the Board.

Nothing in this Regulation shall preclude disciplinary action for the violation or any Rule or Regulation of the Association which contributed to the condition for which restrictions are imposed under this Regulation. 1794 (04/01/98)

270.02 Procedures for Member Responsibility Actions - (See 540.06) (08/01/94)

270.03 Finality of Disciplinary Decisions and Member Responsibility Actions - (See 540.07) (08/01/94)

271.00 Announcement of Suspension - Whenever a member, registered eligible business organization or any other person with trading privileges has been suspended pursuant to Regulation 540.06, the Secretary shall immediately announce to the Association the suspension of such member, eligible business organization, or other person. If such suspension is modified or rescinded after hearing, the Secretary shall announce the revised action to the membership. 120 (04/01/98)

272.00 Insolvent Member - When announcement is made of a suspension of a member, firm or

corporation pursuant to the Rules and Regulations, members have Exchange contracts with the member, firm or corporation may proceed to close the same on the Exchange or in the best available market, except insofar as the By-Laws and Resolutions of the Clearing House are applicable and provide the method of closing. Should a contract not be closed, as above provided, the price of settlement shall be fixed by the Regulatory Compliance Committee.

Such suspended member, firm or corporation shall upon request of any customer immediately arrange for the transfer of each open position of such customer to such other person, firm or corporation as such customer may designate. 121 (08/01/94)

272.01 Bankruptcy of a Member or Non-Member - Whenever an order for relief under the Bankruptcy Code as defined in Regulation 272.02 is entered for a member, firm or corporation, or for a non-member, members having Exchange contracts with the bankrupt member or non-member may proceed to close the same on the Exchange in accordance with the provisions of Rule 272.00. (08/01/94)

272.02 Deliveries in Bankruptcy Situation -

(a) For purposes of this Regulation:

(i) The term "customer" shall mean any person for whom a member carries an Exchange futures contract except a non-public customer as that term is defined in CFTC Regulation 190.01(bb).

(ii) The term "debtor" shall mean any member with respect to which an order for relief is entered under the Bankruptcy Code.

(iii) The term "order for relief" means the filing of a petition in bankruptcy in a voluntary case and the adjudication of bankruptcy in an involuntary case.

(iv) The term "tender" with respect to a notice of delivery shall mean, in the case of a short clearing member that has presented such a notice to the Clearing Services Provider, the assignment of such notice by the Clearing Services Provider to a long clearing member, and, in the case of a long clearing member, the acceptance by such member of such notice from the Clearing Services Provider if such notice is not transferred by such long clearing member within the time permitted under the Rules of the Association or the Clearing Services Provider.

(b) This Regulation shall apply only in the event and under the circumstances set forth in paragraph (c) hereof, and only in the event that the opposite clearing member referred to in said paragraph (c) is not itself a debtor.

(c) Notwithstanding any provisions of the Exchange Rules or the policies, Rules or Regulations of the Clearing Services Provider to the contrary the requirements set forth in this paragraph (c) shall apply in the event that any member becomes a debtor, and that at that time such member carries for a customer any Exchange futures contract in the current delivery month with respect to which the underlying physical commodity has not become a part of the debtor's estate on the date of the entry of the order for relief, and with respect to which:

(i) trading has ceased on the date of the entry of the order for relief; or (ii) notice of delivery has been tendered on or before the date of the entry of the order for relief; or

(iii) trading ceases before such futures contract can be liquidated by the trustee of the debtor's estate.

In such circumstance, any customer for whose account such member is holding any such futures contract shall make delivery of and receive payment for, or receive delivery of and make payment for, the physical commodity as required to fulfill such contract directly between the customer and the opposite clearing member identified by the Clearing Services Provider as the party to whom delivery should be made or from whom delivery should be taken by such customer, in accordance with the policies, Rules and Regulations of the Clearing Services Provider. Such opposite clearing member shall receive delivery of and make payment for, or make delivery of and receive payment for, such commodity in accordance with the policies, Rules and Regulations of the Clearing Services Provider; provided, however, that nothing contained herein shall prevent such customer and such opposite clearing member from settling any such contract on such terms as may be mutually agreed upon.

(d) The making or taking of delivery or payment with respect to any futures contract in accordance with paragraph (c) shall discharge in full the obligations of such customer and such opposite clearing member to the debtor and to every other person with respect thereto, but shall not discharge the debtor from any of its obligations with respect to such contract except to the extent that such delivery or payment is made.

(e) Nothing contained in this Regulation shall relieve any customer of its obligation to make or take delivery under any Exchange futures contract for the sole reason that delivery must be made to or taken from a commodity broker which is a debtor. (01/01/04)

273.00 Investigation - Every person suspended under the provisions of Rule 270.00 shall immediately afford every facility required by the Office of Investigations and Audits for the investigation of his affairs, and shall, after the announcement of his suspension, file with the Office of Investigations and Audits a written statement covering all information required by the Office of Investigations and Audits, including a complete list of his creditors and amount owing to each. 122 (08/01/94)

273.01 Insolvency - When the Financial Compliance Committee from any preliminary investigations or otherwise, has reason to suspect that any member of the Association is threatened with insolvency, it shall co-operate with such member, in any feasible manner not contrary to the Rules and Regulations of the Association, to save such member from open and judicial bankruptcy. When this is not practicable, the Committee shall then take such other action as will in its judgment assist in securing a prompt, efficient, and economic administration of the member's assets for the bankrupt, as well as for the members of the Association and customers of such bankrupt, who are creditors. Nothing herein, however, shall authorize such Committee to bind the Association to any pecuniary obligation. 1815 (08/01/94)

274.00 Reinstatement - When a person suspended under the provisions of this Chapter applies for reinstatement, the Secretary shall make notice thereof available to the membership, and shall post notice thereof upon the bulletin board at least fifteen days prior to the consideration by the Board of such application. The applicant shall furnish to said Board the list of his creditors, a statement of the amounts originally owing and the nature of the settlement in each case. The application shall be heard in accordance with Regulation 540.03.

If the applicant fails to receive the approving vote of two-thirds of the members of the Board present, the applicant shall be entitled to be balloted for at two subsequent regular meetings of the Board to be designated by himself; provided, however, that the three ballots to which the applicant shall be entitled, shall be within six months from the date of his suspension, or until such time as the membership is sold, or within such further extended time for settlement as may have been granted by the Board. 124 (05/01/01)

275.00 Suspended or Expelled Member Deprived of Privileges - (See 561.00) (08/01/94)

276.00 Suspended Member-Time for Settlement - If a person suspended under the provisions of this Chapter fails to settle with his creditors and fails to apply for reinstatement within (30) thirty days from the date of his suspension, or within such further time as the Board may grant, or fails to obtain reinstatement as elsewhere herein provided, his membership may be disposed of by the Board.

The Board may, by a two-thirds vote of the members present, extend the time of settlement for periods not exceeding one year each. 123 (06/01/99)

277.00 Discipline During Suspension - (See 562.00) (08/01/94)

278.00 Suspension for Default - Where a member, or any other person with trading privileges, fails or refuses to (a) perform an Exchange contract with (b) pay obligations arising out of such contracts to another member, or (c) pay obligations owed to the Association, the defaulting member, on complaint of the other member or, in the case of a debt owed to the Association, of the Treasurer of the Association, shall, subject to the provisions of Regulation 540.06, be suspended until the contract is performed or the debt satisfied. Registered firms and corporations shall be deemed members under this Rule. Application for reinstatement shall allege, under oath, that all such debts have been discharged, and notice of such application shall be posted on the bulletin board fifteen days prior to the hearing of such application pursuant to Rule 274.00.

Nothing in this Rule shall preclude disciplinary action for the violation of any Rule or Regulation of the Association which contributed to the condition for which the member is suspended under this Rule. 130 (12/01/96)

278.01 Arbitration of Default - If the member alleged to be in default pursuant to Rule 278.00 denies the default, he shall be entitled to have the claim arbitrated. If the claim is admitted or established by a final arbitration award, the defaulting member shall be suspended until he has satisfied and discharged the debts owing to members on Exchange contracts. (08/01/94)

285.01 Financial Questionnaire - Each member, registered eligible business organization or wholly-owned affiliate of such member or registered eligible business organization shall furnish to the Business Conduct Committee or the Financial Compliance Committee, at such times as the Committee may designate, an answer to a financial questionnaire in such form as the Committee may prescribe. 1781 (04/01/98)

285.02 Audits - The Business Conduct or Financial Compliance Committee may require any member, registered eligible business organization or its wholly-owned affiliates carrying margin accounts for customers or transacting business involving the purchase and sale of cash commodities for customers, to cause to be made as of the date of an answer to a financial questionnaire, an audit of his or its assets, liabilities, accounts and affairs, including securities held for safekeeping, in accordance with such audit requirements as may be prescribed by said Committee, and to file with said Committee a statement to the effect that such an audit has been made and that the answers to the questionnaire are in accord therewith.

Such statement shall in the case of any such member of the Association not a partner of a registered partnership, a manager of a registered limited liability company, nor an officer of a registered corporation, be signed by such member. In the case of a registered partnership, such statement shall be signed by two general partners of the partnership, one of whom must be a member of the Association. In the case of a registered corporation, such statement shall be signed by at least two of the bona fide, active executive officers of the corporation, one of whom must be a member of the Association whose membership is registered on behalf of the corporation. In the case of a registered limited liability company, such statement shall be signed by at least two managers of the limited liability company, one of whom must be a member of the Association whose membership is registered on behalf of the limited liability company. In the case of a wholly-owned affiliate of a member, registered partnership, registered limited liability company or registered corporation, such statement must be signed as indicated above, as well as by an active executive officer of the wholly-owned affiliate. The statement must also certify that a copy of it has been made available to each general partner in the case of partnerships, to each of the members of a limited liability company and in the case of corporations each member of the Association whose membership is registered on behalf of the corporation.

The signature of a partner of such partnership, a member of such limited liability company or an officer of such corporation, may be waived by the Committee at the discretion of the Committee.

Such above statement shall in all cases be attested to by the auditors and a copy of the report of the audit signed by the auditors shall be retained as part of the books and records of the member, registered partnership or registered corporation. 1782 (04/01/98)

285.03 Notification of Capital Reductions - Any CBOT clearing member, or firm that has been approved to deliver against a CBOT contract must notify the Exchange in writing within two business days of any event or series of events, including any withdrawal, advance, loan or loss that, on a net basis, causes a twenty percent (20%) or more reduction of its net capital, or in the case of a Sole Proprietor Clearing Member or an agricultural regular firm, its Net Worth as last reported by submission of a financial statement. (01/01/04)

285.04 Restrictions on Operations - (See 270.01) (08/01/94)

285.05 Financial Requirements -

A. All member firms that are registered as Futures Commission Merchants must comply with the requirements set forth in the following CFTC Regulations:

1. 1.10 - Financial reports; and

a. In addition to the requirements set forth in CFTC Regulation 1.10 each member FCM firm must:

1. File with the Exchange Unaudited monthly financial statements, including an unaudited monthly financial statement as of the firm's fiscal year end; and

2. Submit with the certified year-end financial statement a reconciliation between the certified financial statement and the unaudited monthly financial statement as of the firm's fiscal year end; and

3. For all financial statement filings, submit a Statement of Income (Loss) for the period between the date of the most recent financial statement or, at the option of the member FCM, the most recent certified financial statement filed with the Exchange; and

4. Each member FCM must promptly submit to the Exchange, unless specifically exempted, copies of any financial statements (for example, Focus Reports) submitted to any other futures or securities exchange, self-regulatory organization, Clearing Services Provider, or federal government agency.

b. Statement Certification and Attestation Requirements:

1. For a member FCM which is a registered partnership, financial report must be signed in a manner as determined by the Exchange (i.e. - electronic or manual) by the individual designated as the Chief Financial Officer (or as having these responsibilities), in accordance with Chicago Board of Trade Regulation 230.03(a), provided that he is a general partner.

2. For a member FCM which is any type of eligible business organization other than a partnership, financial reports must be signed in a manner as determined by the Exchange (i.e. - electronic or manual) by the individual designated as the Chief Financial Officer (or as having these responsibilities) in accordance with Chicago Board of Trade Regulation 230.03(a).

3. An attestation letter must accompany all audited financial reports which are filed with the Exchange, as well as any financial reports which are not filed electronically. The attestation letter must certify that copies of the financial reports must be made available to: (a) each member of the Chicago Board of Trade whose membership is registered for the FCM: (b) each individual designated by the FCM, in accordance with Regulation 230.03(a): and (c) each general partner in the case of a partnership.

4. The signature of the Chief Financial Officer, or the person who has these responsibilities, may be waived by the Exchange, at the discretion of the Exchange. In the event of such waiver, an FCM will be required, in the case of a partnership, to have a general partner sign the financial reports. In the case of any other type of eligible business organization, the FCM will be required to have the Chief Executive Officer sign the financial reports. In either event, this individual must either be a member of the Chicago Board of Trade, or must have been designated by the FCM, in accordance with Regulation 230.03(a).

5. Financial report audited by an independent public accountant must be attested to by the independent public accountant.

6. Financial reports which are filed through Exchange-approved electronic transmission must be accompanied by the CBOT assigned Personal

Identification Numbers (PINS) of the authorized signers. The PIN number will constitute and become a substitute for the manual signature of the authorized signer to the electronically filed financial report. The PIN is a representation by the authorized signer that, to the best of his or her knowledge, all information contained in the statement being transmitted under the PIN is true, correct and complete.

7. The unauthorized use of a CBOT assigned Personal Identification Number for electronic attestation by an unauthorized party is forbidden.

2. 1.12 - Maintenance of minimum financial requirements by futures commission merchants; and

3. 1.16 - Qualifications and reports of accountants; and

4. 1.17 - Minimum financial requirements for futures commission merchants and introducing brokers; and

5. 1.18 - Records for and relating to financial reporting and monthly computation by futures commission merchants; and

6. 1.20 through 1.30 - Customers' Money, Securities, and Property; and

7. 1.32 - Segregated account; daily computation and record; and

8. 30.7 - Treatment of foreign futures or foreign options secured amount.

Notwithstanding the foregoing requirements, the CBOT may impose additional accounting, reporting, financial and/or operational requirements as determined necessary.

B. Each non-FCM Clearing Member firm must file with the Exchange a certified year-end financial statement within 90 days of the firm's year end. In addition, such a firm is also required to file, within 45 days of the statement dates, unaudited quarterly financial statements for each of the three quarters that do not end on the firm's year end.

C. Sole Proprietor Clearing Members must file with the Exchange unaudited quarterly financial statements within 45 days of the statement dates.

D. For firms that are regular to deliver agricultural products see Appendix 4E.

E. For firms that are regular to deliver Rough Rice see Appendix 37D.

In addition, any FCMs, Non-FCMs, or Sole Proprietors who are CBOT Clearing Members must comply with any additional minimum financial requirements or financial statement filing requirements imposed on such members by the Exchange, or by the Clearing Services Provider, pursuant to a Clearing Services Agreement.

Exchange staff may grant exceptions to the financial requirements imposed by this Regulation, unless required by the Commodity Futures Trading Commission, for good cause, if it is determined that such exceptions will not jeopardize the financial integrity of the Exchange, or the Clearing Services Provider, as applicable. (10/01/03)

285.08 Financial Arrangements - Each member who makes an arrangement to finance his transactions must identify to the Exchange the source of the financing and its terms. The Exchange must be informed immediately of the intention of any party to terminate or change any such arrangement. (12/01/94)

285.09 Trading Associations - Each member who makes an arrangement to be on the floor of the Exchange for the purpose of making discretionary trading decisions and executing discretionary trades for a firm must ensure that the firm is registered as a member firm of the Exchange. (11/01/03)

286.00 Trades of Non-Clearing Members - On the first business day of each month each clearing member who is creditor of any member as a result of debts related to the conduct of business as a broker, trader or commission merchant shall report to the Business Conduct Committee the name of each member whose unsecured indebtedness to him is in the amount of five thousand dollars ($5,000) or more. The Business Conduct Committee is authorized to furnish to any clearing member,

on written request, the names of all members or member firms, to whom a specified member is indebted as reported hereunder, and the names of members and member firms as reported pursuant to Rule 252.00(h).

The phrase "unsecured indebtedness" as used in the rules means the amount of indebtedness in excess of collateral security valued in accordance with the provisions of paragraph 3 and 4 of Regulation 431.02.

Failure of a member or member firm to report such indebtedness may be considered to be an act detrimental to the interest or welfare of the Association under the provisions of Rule 504.00 and may be relied on by the Board of Directors in deciding not to allow a claim for such indebtedness under Rules 252.00 and 253.00. (08/01/94)

287.00 Advertising - No member shall publish any advertisement of other than strictly legitimate business character. 604 (08/01/94)

290.00 Market Categories - Each existing and prospective futures contract and options contract traded on the Exchange shall be listed in one of the following four market categories: Agricultural and Associated Market (AAM), Government Instruments Market (GIM), Index, Debt and Energy Market (IDEM), and Commodity Options Market (COM). The Board shall provide for the initial listing of such futures contracts and options contracts by adopting Regulations and may alter any such listing by amending these Regulations. No such listing shall affect any of the rights of full or associate members or other persons with trading access, except as may be specifically provided for herein. (08/01/94)

290.01 Agricultural and Associated Market (AAM) - The AAM consists of the following futures contracts: soybeans, soybean meal, soybean oil, oats, wheat, corn, anhydrous ammonia, diammonium phosphate, barge freight rate index, FOSFA International Edible Oils Index, sunflower seeds, catastrophe insurance and rough rice. (09/01/01)

290.02 Government Instruments Market (GIM) - The GIM consists of the following futures contracts: U.S. Treasury Bonds, U.S. Treasury Notes (6-10 years), U.S. Treasury Notes (5 years), U.S. Treasury Notes (2 years), Long Term and Medium Term Agency (Fannie Mae(R) Benchmark and Freddie Mac Reference) NotesSM, Mortgage, Inflation-Indexed U.S. Treasury Bonds, Long-Term Inflation-Indexed Treasury Notes, Medium-Term Inflation-Indexed Treasury Notes, German Government Bonds, Canadian Government Bonds (10 year), Cash Settled U.S. Treasury Notes (2 years), Zero Coupon Treasury Bonds, Zero Coupon Treasury Notes, U.S. Treasury Bills (90 days), Long-Term Japanese Government Bonds, Mortgage-Backed 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, GNMA-CDR, Domestic CDs, Treasury Repos (30-day and 90-day) (when designated) Bund, Bobl, Schatz and When-Issued 2-Year U.S. Treasury Note. (05/01/04)

290.03 Index, Debt and Energy Market (IDEM) - The IDEM consists of the following futures contracts: 30-Day Fed Fund, Portfolios (when designated), Stock Indexes, CBOT Dow Jones - AIG Commodity Index(SM), CBOT X-Fund, Corporate Bond Index, Commercial Paper (30 days), Commercial Paper (90 days), Municipal Bonds (when designated), 10-Year Municipal Note Index, Municipal Bond Index, Eurodollars, Crude Oil (when designated), Leaded Gasoline (when designated), Unleaded Gasoline (when designated), Heating Oil (when designated), Silver, Gold, Gold Coins (when designated) Plywood, Structural Panel Index, CBOT U.S. Dollar Composite Index, CBOT Argentina, Brazil and Mexico Brady Bond Indexes, U.S. Treasury Yield Curve Spread, ComEdTM and TVA Hub Electricity. (11/01/02)

290.04 Commodity Options Market (COM) - The COM consists of the following options contracts: U.S. Treasury Bond Futures Options and all other options that are listed for trading by the Exchange. (08/01/94)

291.00 GIM Membership Interest - A GIM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the GIM pursuant to Regulation 290.02. In addition, the holder of a GIM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may members, but only with respect to contracts traded in the GIM. An eligible business organization may own a GIM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such GIM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the GIM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns a GIM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) A GIM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) GIM Membership Interest holders, annually, may elect a Committee consisting of 11 GIM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) In the event of full liquidation of the Association, the holder of a GIM Membership Interest shall

share in the proceeds from dissolution in an amount equal to eleven percent (.11) of a full member's share. No holder of a GIM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No GIM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of a GIM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each GIM Membership Interest held.

(F) Each GIM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No GIM Membership Interest may be registered on behalf of an eligible business organization.

(G) Each person who seeks to purchase or be delegated a GIM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of a GIM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a GIM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of GIM Membership Interests from any such duty or obligation which is incompatible with, or in conflict with or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of GIM Membership interest and GIM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder. (04/01/98)

292.00 IDEM Membership Interest - An IDEM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the IDEM pursuant to Regulation 290.03. In addition, the holder of an IDEM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may full members, but only with respect to contracts traded in the IDEM. An eligible business organization may own an IDEM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such IDEM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the IDEM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns an IDEM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) An IDEM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) IDEM Membership Interest holders, annually, may elect a Committee consisting of 11 IDEM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) In the event of full liquidation of the Association, the holder of an IDEM Membership Interest shall share in the proceeds from dissolution in an amount equal to one-half of one percent (.005) of a full member's share. No holder of an IDEM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No IDEM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of an IDEM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each IDEM Membership Interest held.

(F) Each IDEM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No IDEM Membership Interest may be registered on behalf of a eligible business organization.

(G) Each person who seeks to purchase or be delegated an IDEM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of an IDEM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a IDEM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of IDEM Membership Interests from any such duty or obligation which is incompatible with, or in conflict An eligible business organizationith or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of IDEM Membership Interest and IDEM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder. (04/01/98)

293.00 COM Membership Interests - A COM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the COM pursuant to Regulation 290.04. In addition, the holder of a COM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may full members, but only with respect to options contracts traded in the COM. An eligible business organization may own a COM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such COM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the COM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns a COM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) A COM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) COM Membership Interest holders, annually, may elect a Committee consisting of 11 COM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) Upon the inception of options trading on the Exchange, and in the event of full liquidation of the Association, the holder of a COM Membership Interest shall share in the proceeds from dissolution in an amount equal to one-half of one percent (.005) of a full member's share. No holder of a COM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No COM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of a COM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each COM Membership Interest held.

(F) Each COM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No COM Membership Interest may be registered on behalf of an eligible business organization.

(G) Each person who seeks to purchase or be delegated a COM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of a COM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a COM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of COM Membership Interests from any such duty or obligation which is incompatible with, or in conflict with or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of COM Membership Interest and COM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder.

(I) Upon the effective date of any termination of commodity options trading by the Commodity Futures Trading Commission, all rights and privileges specified in this Rule shall automatically expire and become null and void. (04/01/98)

293.01 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Treasury Bond futures, Long-Term Municipal Bond Index futures, Short-Term Treasury Note futures, Medium-Term Treasury Note futures or in Long-Term Treasury Note futures from the Treasury Bond options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.02 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean futures from the Soybean Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.03 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Corn futures from the Corn Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.05 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Long-Term Treasury Note futures, Long-Term Municipal Bond Index futures, Medium-Term Treasury Note futures, Short-Term Treasury Note futures or in U.S. Treasury Bond futures from the Long-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.06 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Long-Term Municipal Bond Index futures, Long-Term Treasury Note futures, Medium-Term Treasury Note futures, Short-Term Treasury Note futures or in U.S. Treasury Bond futures from the Long-Term Municipal Bond Index Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.07 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Wheat futures from the Wheat Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.08 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean Meal futures from the Soybean Meal Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.09 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean Oil futures from the Soybean Oil Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.10 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Short-Term Treasury Note futures, Medium-Term Treasury Note futures, Long-Term Treasury Note futures, Long-Term Municipal Bond Index futures or in U.S. Treasury Bond futures from the Short-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.12 IDEM Membership Rights - Holders of IDEM Membership Interests shall be permitted to transmit orders verbally, by hand signals or in writing to brokers in U.S. Treasury Bond futures, Long- Term Treasury Note futures, Short-Term Treasury Note futures, or Medium-Term Treasury Note futures from the Municipal Bond Index futures pit, provided that such orders are for hedge purposes only. (08/01/94)

293.14 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Oat futures from the Oat Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.15 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Medium-Term Treasury Note futures, Short-Term Treasury Note futures, Long-Term Municipal Bond Index futures, Long-Term Treasury Note futures or in U.S. Treasury Bond futures from the Medium-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.16 IDEM Membership Rights - Holders of IDEM Membership Interests shall be permitted to transmit orders verbally., by hand signals, in writing, or by any other means deemed acceptable by the Board to brokers in options on CBOT(R) Dow Jones Industrial AverageSM Index futures, from the CBOT(R) Dow Jones Industrial AverageSM Index futures trading pit, provided that such orders are for hedge purposes only. (11/01/97)

293.17 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, in writing, or by any other means deemed acceptable by the Board to brokers in CBOT(R) Dow Jones Industrial AverageSM Index futures, from the CBOT(R) Dow Jones Industrial AverageSM Index options trading pit, provided that such orders are for hedge purposes only. (11/01/97)

294.00 Membership Interest Participations - On April 30, 1982 there shall be created one thou- sand four hundred and two (1,402) one-quarter participations each in GIM Membership Interests, IDEM Membership Interests, and COM Membership Interests. Each full member of the Association as of the close of business on April 30, 1982 shall be entitled to receive as of May 3, 1982 a one-quarter participation in a GIM Membership Interest, a one-quarter participation in an IDEM Membership Interest and a one-quarter participat ion in a COM Membership Interest for each full membership held by such full member. Further, on April 30, 1982 there shall be created a quantity of one-half participations each in IDEM Membership Interests and COM Membership Interests equal to the number of associate memberships that appear on the membership list of the Association as of the close of business on April 30, 1982. Each associate member of the Association as of the close of business on April 30, 1982 shall be entitled to receive as of May 3, 1982 a one-half participation in an IDEM Membership Interest and a one-half participation in a COM Membership Interest for each associate membership held by such associate member. (08/01/94)

294.01 Transfer of Membership Interest Participations - One-quarter participations in GIM Membership Interests, IDEM Membership Interests and COM Membership Interests, and one-half participations in IDEM Membership Interests and COM Membership Interests shall be transferable only to and among full, associate and conditional associate members of the Association; GIM, IDEM and COM Membership Interest holders; and member firms. Membership Interest fractional participations may be sold or purchased by authorized individuals or firms in accordance with the mechanics of the bid/ask market for Membership and Membership Interests as set forth in Regulation 249.01(a) or may be transferred intra-family between authorized individuals in accordance with the transfer procedures set forth in Regulation 249.01(d), including the deposit requirement. Membership Interest fractional participations may not be sold or transferred in any other manner. (08/01/94)

294.02 Registration of Membership Interests - Any authorized person or firm who acquires or

accumulates four one-quarter participations in GIM Membership Interests may surrender to the Association such four one-quarter participations for one GIM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any authorized person or firm who acquires or accumulates any combination of one-quarter and/or one-half participations in IDEM Membership Interests that equals one full participation may surrender to the Association such fractional participations for one IDEM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any authorized person or firm who acquires or accumulates any combination of one-quarter and/or one-half participations in COM Membership Interests that equals one full participation may surrender to the Association such fractional participations for one COM Membership Interest, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any person or firm who surrenders participations in accordance with this Regulation shall pay a registration fee as may be established by the Board. (08/01/94)

294.03 Dues and Assessments on Membership Interest Participations - No authorized person who holds fractional participations in GIM, IDEM, or COM Membership Interests shall be responsible for the payment of any dues, fees or assessments in respect of such fractional participations. (08/01/94)

294.04 Accumulation of Membership and Membership Interest Participations by the Board - The Board of Directors, in its discretion, may accumulate, pool and require all outstanding fractional participations in Associate Memberships and IDEM and COM Membership Interests to be surrendered between April 30, 1989 and August 31, 1989. All such fractional participations in Associate Memberships and IDEM and COM Membership Interests so surrendered shall be accumulated into full Associate Memberships or IDEM or COM Membership Interests respectively and sold at prevailing market prices to any individuals who are authorized to purchase such Memberships or Membership Interests under the Rules and Regulations. The proceeds from the sale of such Associate Memberships and IDEM and COM Membership Interests shall be distributed pro- rata to those authorized persons surrendering such fractional participations in Associate Memberships and IDEM and COM Membership Interests in proportion to the number of such fractional participations in Associate Memberships and IDEM and COM Membership Interests respectively surrendered by the authorized person to the total number of such fractional participations in Associate Memberships and IDEM and COM Membership Interests respectively surrendered by all authorized persons. (08/01/94)

294.05 Time Limit for Accumulating AM Participations - To implement the provisions of Rule 294.00, any member or associate member who accumulates one-quarter AM participations and surrenders them for an associate membership by the close of business on May 28, 1982 shall be entitled to receive as of June 1, 1982, in respect of each such associate membership, a one-half participation in an IDEM Membership Interest and a one-half participation in a COM Membership Interest. A sufficient quantity of such IDEM and COM Membership Interest participations shall be created on May 28, 1982 to allow any such distribution. (08/01/94)

294.06 Claims Procedures Regarding Membership Interest Fractional Participations - Proceeds from the sale of a Membership Interest fractional participation, and the deposit required for Membership Interest fractional participations transferred pursuant to Regulations 249.01 (d) and 294.01, shall be deemed to be subject to the provisions of Rule 252.00. Claims may be filed against such proceeds in the same manner and subject to the same terms as set forth in Rule 253.00 and Regulation 249.01 (e) with respect to the filing of claims against the proceeds of the sale or transfer of a Membership or Membership Interest. The Secretary shall provide notice of sales or transfers of Membership Interest fractional participations in the same manner as he provides notice pursuant to Regulation 249.01(e) of sales or transfers of Memberships and Membership Interests. (08/01/94)

296.00 Elimination of GIM Membership Interests - Subject to the exceptions set forth below, on the effective date of this Rule, each existing GIM Membership Interest shall automatically become a one-half participation in an Associate Membership; each unaccumulated one-quarter participation in a GIM Membership Interest shall automatically become a one-eighth participation in an Associate Membership; and status as a GIM Membership Interest holder or nominee shall cease respectively for each individual who owns a GIM Membership Interest or is a nominee of a firm-owned GIM Membership Interest. Fractional participations in an Associate Membership shall carry no privileges of

a Membership or Membership Interest, including but not limited to trading and voting privileges.

(1) With respect to individuals who own GIM Membership Interests, each individual who (a) applied for approval as a GIM Membership Interest holder prior to January 21, 1986, and whose application for such approval was pending as of January 21, 1986 and/or (b) acquired his current GIM Membership Interest as of January 21, 1986, or pursuant to a bid to purchase that was listed with the Exchange as of January 21, 1986, may continue as a GIM Membership Interest holder subject to all the privileges and obligations such Membership Interest entails. However, each GIM Membership Interest covered by this exception may only be sold or transferred as a one-half participation in an Associate Membership. The limitations on transfers of a GIM Membership Interest described in this Rule 296.00(1) shall not apply when (i) the transferor is the estate of a deceased membership interest holder and the transferee is the decedent's spouse and (ii) the GIM Membership Interest has not already been transferred pursuant to this sentence.

(2) With respect to nominees of firm-owned GIM Membership Interests, each nominee who has had his current GIM Membership Interest assigned to him as of January 21, 1986, may, at the assigning firm's election, continue as a GIM Membership Interest nominee subject to all the privileges and obligations such Membership Interest entails. In addition, a firm shall be permitted to assign any GIM Membership Interest it owns to two consecutive nominees following the nominee who was assigned such Membership Interest as of January 21, 1986. However, each firm-owned GIM Membership Interest covered by this exception may only be sold as a one-half participation in an Associate Membership.

None of the foregoing shall preclude individuals covered by paragraph (1) or firms covered by paragraph (2) from treating their GIM Membership Interests as one-half participations in Associate Memberships and combining them with other fractional participations in Associate Memberships. (11/01/99)

296.01 Transfer of Associate Membership Participations - In accordance with the mechanics of the bid/ask market for Memberships and Membership Interests as set forth in Regulation 249.01(a), member firms and individuals may purchase or sell one-eighth or one-half participations in Associate Memberships created pursuant to Rule 296.00 or Regulation 296.03. Individuals may also transfer Associate Membership fractional participations in accordance with the transfer procedures set forth in Regulation 249.01(d), including the deposit requirement. Associate Membership fractional participations may not be sold or transferred in any other manner. Each individual who acquires a fractional participation in an Associate Membership but who is not a Full Member, Associate Member, GIM Membership Interest holder or GIM Membership Interest nominee in good standing shall apply for election to Associate Membership status under the same procedures and requirements as are specified in Regulation 249.01(a)(iii) for purchasers of Associate Memberships, and also shall be subject to the provisions of Regulation 249.01(a)(iv) and (v). However, any individual whose status as a GIM Membership Interest holder or nominee automatically ceases pursuant to Rule 296.00 on the effective date of such Rule shall have 60 days thereafter in which to acquire an Associate Membership and become an Associate Member without applying for election to Associate Membership status. Any individual required to apply for Associate Membership status under this regulation and who is elected to such status must acquire an Associate Membership within 60 days of notification of such election or within such extension of this period as may be granted by the Board of Directors. If he is unable to do so, he must, at his option, either re-apply for Associate Membership status or take all necessary steps to effect a sale of the Associate Membership fractional participations he has acquired within 30 days of the end of the period specified in the preceding sentence. (08/01/94)

296.02 Registration of New Associate Memberships - Any person or firm which acquires and accumulates any combination of fractional participations in Associate Memberships that equals one complete Associate Membership may surrender such fractional participations to the Department of Member Services for one Associate Membership, subject to meeting all qualifications required by the Rules and Regulations relating to membership. Any GIM Membership Interest holder or nominee in good standing who surrenders fractional participations under this Regulation shall not be required to apply for election to Associate Membership status. Once two or more fractional participations have been combined, they may not be separated. (08/01/94)

296.03 Additional Associate Membership Participations or GIM Membership Interests - The

Board of Directors may at any time at its discretion create additional fractional participations in Associate Memberships but only if necessary to facilitate the combination of existing fractional participations into Associate Memberships. The Board of Directors may also create new GIM Membership Interests to sell to individuals who applied for approval as GIM Membership Interest holders prior to January 21, 1986, and/or to individuals whose bids to purchase GIM Membership Interests were on file with the Association as of January 21, 1986. Such new GIM Membership Interests shall be created and sold only if, in the judgement of the Board, GIM Membership Interests are not otherwise available to such individuals through bona fide purchases in the Exchange's bid/ask market. (08/01/94)

296.04 Waiver of Transfer and Registration Fees - No fees shall be charged for transfers of fractional participations in Associate Memberships effected through the Exchange's bid/ask market or for registrations of new Associate Memberships acquired by accumulation of fractional participations under Regulation 296.02. (08/01/94)

296.05 Dues and Assessments - Associate Members shall pay full dues, fees and assessments as provided for by the Association. However, each person or firm who acquires an Associate Membership by the accumulation and surrender of fractional participations pursuant to Regulation 296.02 shall be exempted from member dues assessed on such Associate Membership pursuant to Rule 240.00 for a period of twelve (12) consecutive calendar quarters beginning with the quarter following the quarter in which the fractional participations for such Associate Membership are surrendered. Only the original owner of each newly created Associate Membership shall be eligible for the dues waiver referenced herein. (08/01/94)

296.06 Claims Procedures Regarding Associate Membership Participations - The proceeds of Associate Membership fractional participation sales, and the deposit required for Associate Membership fractional participations transferred pursuant to Regulations 249.01(d) and 296.01, shall be deemed proceeds of membership for purposes of Rule 252.00. Claims may be filed against such proceeds in the same manner and subject to the same terms as set forth in Rule 253.00 and Regulation 249.01(e) with respect to the filing of claims against the proceeds of the sale or transfer of a membership or membership interest. The Secretary shall provide notice of sales or transfers of Associate Membership fractional participations in the same manner as he provides notice pursuant to Regulation 249.01(e) of sales or transfers of memberships and membership interests.

Interpretation - The Board of Directors adopted the following on April 17, 1990 as a formal rule interpretation which confirms established Exchange practice:

"A person shall achieve Full Membership status (i.e. - Full Membership voting rights and trading privileges) only through the purchase of a Full Membership.

The foregoing shall not affect the existing Exchange provisions for the delegation, member firm transfer, or intra-family transfer of Full Memberships." (08/01/94)

Chapter 3
Exchange Floor Operations and Procedures

Chapter 3
Exchange Floor Operations and Procedures

Ch3 Exchange Halls

300.00 Exchange Halls - The Board shall provide Exchange Halls which shall be open for trading during such hours as the Board of Directors shall designate. For the purpose of Exchange rules, Exchange Halls may be deemed to include an approved automated order entry facility. Complete jurisdiction over the Exchange Halls, all parts of the building and any automated systems of the Association is vested in the Board. 69 (08/01/94)

301.00 Admission to the Floor - No one but a member shall make any transaction or execute orders in securities or commodities traded in or upon the Floor of the Exchange. No one but a member shall be admitted to the Floor of the Exchange, except as provided by Regulations adopted by the Regulatory Compliance Committee. 259 (08/01/94)

301.01 Non-Members - No non-member shall be admitted to the Floor of the Exchange except as provided in this Chapter 3. Persons not wearing a valid badge shall not be admitted to the floor of the Exchange. 1370 (08/01/94)

301.02 Guest Badges - The Safety and Security Department may, upon application of a member, issue a badge to a guest of the Exchange or, upon its own initiative, issue a badge to a guest permitting access to the floor of the Exchange. 1371 (08/01/94)

301.03 Guests - All guests of a member shall be accompanied by a member while on the Exchange Floor and shall obey all Rules and Regulations respecting floor conduct established herein for members. Members shall be responsible for all violations of the Chicago Board of Trade Rules and Regulations committed by their guests and for resulting fines. 1372 (08/01/94)

301.04 Press - Annual courtesy cards to the Press, permitting admission to the Exchange Hall, may be issued and recalled by the written authorization of the Communications Department. 1373 (08/01/94)

301.05 Floor Clerks - With the prior approval of the Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, a non-member employee of a member or member firm registered under Rule 230.00 may be admitted to the Exchange Floor upon the payment by the employer of such periodic fees as may be established by the Finance Committee. No floor clerk shall be permitted to enter the Exchange Floor without a badge. Floor clerks may perform only such services and other clerical, telephone and informational duties as may be specifically permitted by the Regulatory Compliance Committee. (See Appendix 3B.)

Floor clerks are strictly prohibited from soliciting orders. Floor clerks may not be registered as an Associated Person except as provided in Regulation 301.07. They may communicate orders to the pit from their position or communications instrument by use of hand signals or verbal notification. When communicating orders in either fashion, a record must immediately be made and time-stamped in accordance with Regulation 465.01.

Floor clerks are not permitted to run on the Exchange Floor or in the corridors of the building and shall at all times maintain decorum. The Floor Conduct Committee may recall floor clerk badges for cause and may exclude from the Floor any non-member employee of any member.

The responsibility of conduct and appearance of employees on the Exchange Floor shall be that of the member employer.

Notwithstanding Rule 420.00, nonmembers holding a Floor Clerk badge or a Broker Assistant badge shall not have any interest whatsoever in a commodity futures or commodity options account which contains positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange. No member or member firm may jointly hold such an account with a nonmember Floor Clerk or Broker Assistant, and no member firm may accept or carry any such account in which a nonmember Floor

Clerk or Broker Assistant holds any interest. Provided, however, that the following shall apply to any person who has Associate Membership, Membership Interest, or permit holder status on the Exchange or Membership status on the MidAmerica Commodity Exchange and who also holds a Floor Clerk or Broker Assistant badge:

Such person shall not trade for, or carry in his account or an account in which he has any interest, any positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange except for those contracts which he is entitled to trade as principal or broker for others by virtue of his Membership, Membership Interest or permit holder status as referenced above. However, a Member, Membership Interest Holder or permit holder who holds a Broker Assistant badge, and who stands in an area designated for broker assistants outside of a financial futures or financial options pit, may carry in his account or an account in which he has an interest, any positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange, provided that the orders for such positions are placed through the normal customer order flow process.

These provisions shall not be interpreted to prohibit an individual from being employed as a Floor Clerk or a Broker Assistant simply because another family member is a member of the Exchange who trades for his or her own personal account, whether such individual is employed by the family member or by another member. However, Floor Clerks and Brokers Assistrants are strictly prohibited from initiating trades or advising on the initiation of trades for a family member's account or any other account.

Violations of this Regulation shall be cause for suspension or revocation of a person's floor access privileges and for suspension or expulsion of his employer, or such other action as the Floor Conduct Committee may deem appropriate, in accordance with the applicable procedures set forth in Chapter 5. In the event a floor clerk is registered as an Associated Person in violation of this Regulation, after notice and for good cause shown, the Floor Conduct Committee may cause such floor clerk's floor access keycard to be immediately deactivated and take whatever other disciplinary action it deems necessary consistent with this Regulation. Upon termination of the Associated Person status, a floor clerk's keycard may be reactivated.

A non-clearing member holding a Floor Clerk or Broker Assistant badge shall be required to notify his Primary Clearing Member, as defined in Rule 333.00, of the name, address and immediate supervisor of the member or member firm by whom he is employed as a Floor Clerk or Broker Assistant. Upon a Primary Clearing Member's revocation of clearing authorization in accordance with Rule 333.00(c), the Primary Clearing Member immediately shall give written notice to the member or member firm who employs a non-clearing member as a Floor Clerk or Broker Assistant that the non-clearing member's clearing authorization has been revoked. A non-clearing member holding a Floor Clerk or Broker Assistant badge shall be denied floor access privileges upon the revocation of clearing authorization by his Primary Clearing Member. The floor access privileges of a non-clearing member who holds a Floor Clerk or Broker Assistant badge may be reinstated upon the filing of a release with the Member Services Department by the non-clearing member's Primary Clearing Member in accordance with Rule 333.00(d). (04/01/97)

301.06 Floor Access by Annual Election Candidates and Non-Member (Public) Directors -

The following are permitted physical access to the Floor of the Exchange:

a) Candidates in the current year's Annual Election who:

- Have been nominated either by the Nominating Committee or by petition pursuant to Rule 102.00; and

- Do not already have Exchange Floor access by virtue of a membership privilege.

b) Non-member (public) Directors on the Association's Board.

Individuals who are admitted to the Exchange Floor pursuant to this regulation shall not be authorized thereby to execute trades or to perform any other functions which are reserved to members or clerks on the Exchange Floor. (06/01/00)

301.07 Floor Clerk-Special Badges - The Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, may issue special badges authorizing non-member employees of

members or member firms to perform the duties of a "Floor Clerk" as defined in Regulation 301.05. Such authorization shall be for a specific period not to exceed two weeks. The Member Firm Staff Services Department shall maintain proper records of these authorizations.

When such non-member employees are Associated Persons, such authorization may be granted for a specific period not to exceed three business days but only if the employer demonstrates to the satisfaction of the Floor Conduct Committee, or designated staff pursuant to delegated authority, that it temporarily lacks enough available Floor Clerks to meet its business needs. No particular employee can be so authorized for more than three days in any calendar month. Applicants for membership may be issued special badges by the Exchange Services Department for a period of ten business days. (08/01/94)

301.08 Trainee Non-Members - The Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, shall, upon written request signed by a member and directed to the Secretary, issue badges to trainee non-member employees of members or member firms, authorizing admission of such trainees to the Exchange Hall. Such authorization shall be limited to a thirty-day period as to any trainee and no member or member firm shall be allowed to have more than one trainee on the Exchange Floor at any one time. Trainees may perform the duties of a "Floor Clerk" as defined in Regulation 301.05. The member or member firm which is the employer of the trainee shall be responsible for his conduct while he is on the Floor. The Member Firm Staff Services Department shall maintain proper records of these authorizations. No member or member firm shall use the provisions of this Regulation to avoid the purchase of a membership. 1377 (08/01/94)

301.10 Twenty-Five Year Member - When a member who has been a member for twenty-five years or more transfers his Membership privilege or delegates the rights and privileges of his Membership under Rule 221.00, said member shall be issued an Honorary Membership Badge by the Secretary's Office which will entitle the former member to access to the Trading Floor (with the exception of the Trading Pits), and to remain on the Association's mailing lists. 1379 (11/01/94)

301.11 AP - With the prior approval of the Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, an Associated Person and an applicant for membership may be admitted to the Floor of the Exchange for the limited purpose of observing various Floor activities of the members and other privileged non-members who have been allowed access to the Floor. Such admittance shall be limited to a period of two weeks (ten business days). 1380 (08/01/94)

301.12 Membership Floor Access Badges - Any member, membership interest holder or delegate whose floor access trading privileges have been revoked, suspended or lawfully discontinued for any reason must return the floor access membership badge and access card to the Member Services and Member Firm Staff Services Department within 30 days from the termination of floor access privileges. Any failure to comply with this Regulation will be referred to the Floor Conduct Committee.

Willful possession of a membership floor access badge or access cards by anyone not then entitled to the privileges of that membership shall be an act detrimental to the Association. (09/01/00)

305.00 Exchange Floor Fines - (See 519.00) and (See 520.00A) (08/01/94)

310.00 Time and Place for Trading - Dealings upon the Exchange shall be limited to the hours during which the Exchange is open for the transaction of business, and no member shall make any transaction in securities with another member except at the post designated for the particular security in which the transaction is made and no member shall make any transaction for future delivery of a commodity except in the pit assigned to trading in such commodity, except as provided in Regulations 331.05, 444.01, 444.03, and Chapter 9B. No member shall make, in the rooms of the Association, a transaction with a non-member, in any commodity or in any security admitted to dealing on the Exchange; but this Regulation shall not apply to transactions with an employee of the Association or of the Clearing Services Provider engaged in carrying out arrangements approved by the Regulatory Compliance Committee to facilitate the borrowing and lending of money. 258 (01/01/04)

310.01 Access to Trading Pit - Trading in any commodity or option thereon shall be limited to an area specified by the Exchange Services Department. Non-members shall not be authorized to enter the trading areas except as otherwise provided in the Rules and Regulations. (08/01/94)

311.00 Hours for Trading - (See 1007.00) (08/01/94)

311.00A Hours for Trading - Your Rules and Floor Committees have given careful consideration to reports of trading outside of the hours prescribed and recommend enforcement of Rule 1007.00. We feel that disciplinary action is warranted on any infractions.

Strict observance of the above requires that after the closing bell no orders should be transmitted to the Floor, nor should any orders be accepted by brokers for filling, nor should any public wire orders be sent to the pit,-all such being reported back to senders 'received too late, market closed.'

All members should caution clients who want orders filled on or near the close to enter such orders to be filled 'about the close,' so that the broker may handle them properly. On the last trading day of a current month it is essential that all orders to close contracts reach the traders in sufficient time to permit filling without congestion.

Members who trade the options underlying the Soybean Meal, Soybean Oil, Oat and Silver Futures markets may enter futures orders during the respective futures markets' "closing call rotations" providing that the futures orders are entered for the purpose of hedging an option position. 13R (04/01/99)

312.01 Holidays - The following days are declared to be holidays, to wit: New Year's Day (January 1), Martin Luther King, Jr. Day (3rd Monday in January), Washington's Birthday (3rd Monday in February), Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25).

When any such holidays fall on Sunday, the Monday next following shall be considered such holiday. When any such holidays fall on Saturday, the Friday immediately preceding shall be considered such holiday. 1937 (12/01/99)

313.00 Sundays or Holidays - When a contract in commodities matures on Sunday, or on a holiday, performance thereof shall be made on the preceding business day. 256 (08/01/94)

320.02 Wire and Other Connections - The privilege of telephonic or other wire connection between the office of a member and the Exchange shall not be enjoyed as a right of the member, but shall rest in the discretion of the Exchange.

The Exchange, in its discretion may grant or withhold such privilege from a member, and, in its discretion, without being obliged to assign any reason or cause for its action, may disconnect or cause to be disconnected any apparatus or means for such communication or may deprive any member of the privilege of using any public telephone or means of communication installed by the Exchange for the use of members. This Regulation shall not apply to wire or other connections relating to the Exchange's e-cbot system. 1031 (09/01/00)

320.03 Decisions of Exchange - Every decision of the Exchange, whereby a member is deprived of any such privilege, shall be immediately posted upon the bulletin board in the Exchange, and every member shall be deemed to have notice thereof.

No member shall, after such notice shall have been posted directly or indirectly furnish to the member named therein any facilities for communication between the office of the member so named and the Floor of the Exchange or between the office of the member so named and the office of any other member. 1032 (10/01/94)

320.04 Consent Required for Wires - No member shall establish or maintain wire connection of any description whatsoever or permit wireless communication between his office and the office of any nonmember corporation, firm, or individual transacting a banking or brokerage business, without having first obtained the approval of the Exchange therefor.

The applications for such connections or means of communication shall be in a form prescribed by the Exchange.

The use of public telephone or telegraph service in such manner as to amount to private connection shall be deemed to be within this Regulation. 1033 (08/01/94)

320.05 Registration with Exchange - Every such means of communication shall be registered with the Exchange, together with the telegraphic, telephonic, or wireless calls used in connection therewith; the Exchange may make such requirements governing said matters as it shall deem necessary or desirable. 1034 (08/01/94)

320.06 Notice of Discontinuance of Communications - Notice of the discontinuance of any such means of communication shall be promptly given to the Exchange; and the Exchange shall have power, at any time in its discretion, to order any such means of communication discontinued.

No such communication shall be other than by means of a wire or wireless system approved by the Exchange. 1035 (08/01/94)

320.07A Telephones - Exchange policy permits direct telephone communications to the Trading Floor from the members or member firms to the table or booth of a clearing member on the Trading Floor. 34R (08/01/94)

320.08 Conduct of Private Offices - The Exchange is empowered to examine into the conduct of all private offices or places of business receiving the continuous market quotations of the Association, and, in such places where the Exchange shall deem the continuance of such service detrimental to the best interests of this Association, the Exchange shall forthwith order a discontinuance of the quotations and shall report the facts immediately to the Finance Committee, which shall take whatever further action is necessary to uphold the good name and dignity of this Association. 1040 (08/01/94)

320.09 Telephone Wires and Television - No member of this Association shall, by messenger, signal, telephone, telegraph, or any other means whatsoever, convey or transmit continuously the market quotations from the Floor of the Exchange to any person, firm, or corporation located off the Floor of the Exchange, except with the permission and pursuant to the requirements of the Exchange. This does not prohibit ordinary conversation where dissemination of quotations is not contemplated.

Such permission for telephone wires, if granted, shall be subject to charges as prescribed by Regulation 320.13. Such permission for closed-circuit television, if granted, shall be subject to charges as may be prescribed by the Finance Committee. 1041 (08/01/94)

320.12 Radio Broadcasting -

(a) No member, firm, corporation or employee thereof shall transmit, by any kind of radio service, any market quotations, either securities, futures, cash grain on spot or to arrive, or any market information or gossip without the approval of the Exchange.

(b) No quotations except those prevailing at the opening of the market; and at each thirty minutes thereafter; and at the close of the market, may be used for broadcasting.

(c) Radio broadcasting stations must name the periods at which the quotations prevailed and designate them as furnished by the Board of Trade of the City of Chicago.

(d) No member, firm, corporation, or employee thereof shall in any manner claim or be given credit for furnishing information for radio service, except as provided in section (c) of this Regulation.

(e) Upon application, the Exchange may grant permission to individuals, firms, corporations, or employees thereof, to furnish the quotations of this Association to radio stations. The name of the individual, firm, corporation, or employees thereof, may be mentioned at the beginning and at the end of each period at which quotations are broadcast. In case there is more than one request to furnish this service at any location, the Exchange may divide the time equally upon a yearly basis. 1044 (08/01/94)

320.13 Commodity and Commodity Option Quotations - The transmission by private wire or other means of market quotations of any commodity or commodity option made on the Exchange shall be subject to the approval and control of the Exchange. Such quotations shall include all bids, asks, and market prices of any commodity or commodity option traded on the Exchange each business day between the opening of trading in such commodity or option and until thirty minutes after the close of such trading. Such quotations constitute valuable property of the Board of Trade which are not within the public domain. The transmission and receipt of such quotations shall be subject to such conditions, including the payment of applicable fees, as the Exchange shall impose. Failure to comply with such conditions shall subject any member receiving or distributing such quotations to disciplinary action including suspension from the Association. (08/01/94)

320.14 Transactions Made at other than Current Market - Transactions made at a price above that at which the same futures contract or options series is offered, or below that at which such futures or options contract is bid, are not made at the current market price for such futures or options contracts and shall be disallowed by the action of any two members of the relevant Pit Committee. If so disallowed, such transactions shall not be reported or recorded by the Exchange or, if already reported, shall be cancelled. A determination on whether a price(s) should be disallowed must be made within 10 minutes after the Pit Committee has been notified that the price has been called into question, otherwise the quote(s) in question must stand. A determination pursuant to this Regulation to disallow a transaction shall be final. (05/01/97)

320.15 Market Quotations - The reporter in each pit shall be the judge of what constitutes a proper range of quotations to be sent out, subject to the supervision of the Pit Committee in the respective pits.

Quotations sent out must be based on transactions made in the open market. The term "open market" means a bid or an offer openly and audibly made by a public outcry and in such a manner as to be open to all members in the pit at the time.

It is not permissible for members to reform a trade by changing the price at which orders have been filled, nor to report as filled orders that have not been filled. Any quotations based on a transaction made in the open market, already distributed or sent out over the wire, shall not be cancelled except as provided by Regulations 320.17, 320.18 and 320.14. (08/01/94)

320.16 Fast Quotations - Whenever price fluctuations in the pit(s) are rapid and the volume of business is large, the pit reporter, upon authorization of the Pit Committee Chairman or his designated representative from the Pit Committee, shall cause the "FAST" symbol to be used in conjunction with

all Exchange quotation displays and records. (The "FAST" symbol shall be abbreviated "F" when used on Exchange quotation and display devices.) The Pit Committee shall determine at what time "FAST" market conditions began and terminated. When a market is designated "FAST", the Pit Reporter shall endeavor to activate a "FAST" market indicator clearly visible to the entire trading floor.

All prices in the range between those quoted immediately prior to and immediately following the "FAST" market designation are considered officially quoted whether or not such prices actually appear as trades on Exchange quotation displays and records. There shall be no discontinuances.

The consequence of "FAST" market conditions is that a penetrated limit order may not be able to be executed at the specified limit price.

In the event that a dispute arises concerning the execution of an order, the fact that a market was designated "FAST" shall constitute evidence that market conditions were rapid and volatile. A "FAST" designation does not nullify or reduce the obligations of the floor broker to execute orders with due diligence according to the terms of the order. Trading activities which violate the Rules and Regulations of the Exchange remain violations under "FAST" market conditions. (08/01/94)

320.17 Authority of Pit Committees over Quotation Changes and Insertions -

(a) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may change an opening range only within 30 minutes after the opening of the commodity.

(b) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may change a closing range only within 15 minutes after the closing of the commodity.

(c) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may authorize the insertion of a quotation which affects a high or low at any time prior to 15 minutes after the closing of the commodity.

(d) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may authorize any quotation change or insertion which does not affect an open, high, low or close at any time prior to the opening of the commodity on the next business day.

No Pit Committee member may authorize any quotation change, insertion or cancellation, if such individual has a personal or financial interest in such change, insertion or cancellation.

All quotation changes, insertions, or cancellations must be authorized by at least two Pit Committee members. However, if there is only one Pit Committee member who does not have a personal or financial interest in a change, insertion or cancellation, that one Pit Committee member may authorize such change, insertion or cancellation.

When a Pit Committee member is requested to authorize a quotation change, insertion or cancellation, the relevant pit shall be notified of such request. 1037 (09/01/96)

320.17B Authority of Pit Committees over Quotation Changes and Insertions - Futures Options (Puts and Calls) - In respect to Quotation Changes and Insertions under Regulation 320.17, the Pit Committee may change a closing range only within 30 minutes after the close of each Futures Options contract (Puts and Calls) and may authorize the insertion of a quotation which affects a high and low at any time prior to 30 minutes after the close of each Futures Options contract (Puts and Calls). (08/01/94)

320.18 Authority of the Market Report Department and the Regulatory Compliance Committee over Quotation Changes and Insertions -

(a) The Market Report Department may review and authorize any request for a quotation change or insertion which was not reviewed by the Pit Committee or which is not encompassed by Regulation 320.17

1038 (09/01/02)

320.19 Opening and Closing Orders - For open outcry Regular Trading Hours, orders entered prior to or on the opening (or resumption) of the market, as applicable and orders effected by such opening (or resumption) orders, as applicable shall not be required to be executed at a specified price due to the unique and rapid market conditions existing during an opening or a resumption. Similarly, orders entered for execution on the close of the market and orders effected by such closing orders shall not be required to be executed at a specific price due to the unique and rapid market conditions existing during a close.

If stop orders are elected within the opening or resumption range, floor brokers who are unable to execute those orders within the opening or resumption range, as applicable, while diligently acting in conformity with the rules and regulations of the Association, shall not be held liable. Stop orders elected during the opening (or resumption) range automatically become market orders and should be executed at the prevailing market, which may or may not be within the opening (or resumption) range. If stop orders are elected within the closing range, floor brokers who are unable to execute such orders, while diligently acting in conformity with the rules and regulations of the Association, shall not be held liable. (09/01/98)

321.00 Price Limits - The Regulatory Compliance Committee at any time, upon ten hours' notice by Regulation, may provide that there shall be no trading during any day in any grain, provisions, or cottonseed oil for delivery in any specified month at prices more than a fixed limit above or below the average closing price of the preceding business day. 83 (C.R. 1008.01) (08/01/94)

325.02 Foreign Crop Reports - When a member, employing a crop reporter, receives from the reporter a statement concerning foreign crop conditions to which publicity is given, the member shall file immediately a verbatim copy of the report in the office of the Secretary. 1802

(08/01/94)

330.00 Floor Brokers - A member, who executes orders for another member and who is not a clearing member, must immediately give up the name of a clearing member. A floor broker trading for a member shall be liable as principal for the performance of the contract except that in the case of commodities his liability shall terminate when the transaction is accepted by the principal. 200 (01/01/04)

330.00A Brokers and Clearing Members - Trades between clearing members must be confirmed within one hour by depositing at the office of the Clearing House a check slip or memorandum giving the name of the buyer and seller, the commodity sold, the amount thereof, the delivery month, and the purchase price. 4R (01/01/04)

330.01 Floor Broker and Floor Trader Registration - No member may execute any trade on the floor of the Exchange for any other person unless the member is registered or has been granted a temporary license as a floor broker, nor may a member execute any trades on the floor of the Exchange for his or her own account unless the member is registered or has been granted a temporary license as a floor trader, or has been granted a temporary license as a floor broker to act as a floor trader, in accordance with Section 4f of the Commodity Exchange Act and Commodity Futures Trading Commission Regulations 3.11 and 3.40, and such temporary license or registration has not been terminated, revoked or withdrawn.

A floor broker or floor trader shall be prohibited from engaging in any activities requiring registration, or from representing himself to be registered or the representative or agent of any registrant, during the period of any suspension of registration or membership privileges or the denial of floor access. Willful failure to comply with this Regulation may be deemed an act detrimental to the interest of the Association. (08/01/94)

330.02 Maintenance of Floor Broker and Floor Trader Registration - Each member registered as a floor broker or floor trader must promptly submit to the Exchange any changes in the information contained in such member's registration application (Form 8-R) or any supplement thereto. All floor brokers and floor traders must review their registration information every three years in accordance with Commodity Futures Trading Commission ("CFTC") Regulation 3.11(d). Additionally, the Exchange shall periodically require such members to confirm that their floor broker registration applications contain complete and accurate information.

Requests for withdrawal of floor broker or floor trader registration must be made on Form 8-W and filed with the National Futures Association and the Association in accordance with CFTC Regulation 3.33.

All registered floor brokers and floor traders must comply with Appendix B to Part 3 of the CFTC's Regulations - Statement of Acceptable Practices with respect to Ethics Training. In this regard, all registered floor brokers and floor traders shall become familiar with, and keep abreast of changes to, the Rule and Regulations of the exchange, rule interpretations issued by the Exchange, and relevant provisions of the Commodity Exchange Act and CFTC Regulations. (12/01/01)

330.03 Broker Associations - Two or more Exchange members with floor trading privileges, of whom at least one is acting as a floor broker, shall be required to register with the Exchange as a Broker Association, within ten days after establishment of the Broker Association, if they: (1) engage in floor brokerage activity on behalf of the same employer, (2) have an employer and employee relationship which relates to floor brokerage activity, (3) share profits and losses associated with their brokerage or trading activity, or (4) regularly share a deck of orders.

The Broker Association shall file its registration statement in a form provided by the Exchange. Such registration statement shall specifically disclose whether the members of the broker association share commissions, profits, losses or expenses associated with their brokerage or trading activity with each other or with any other individual or entity. In addition, such registration statement shall disclose whether or not the members of the broker association have any other business relationships with one another, whether related or unrelated to Exchange business. Members of the broker association shall be required to provide information regarding such other business relationships, including books and records relating to such businesses, upon the request of OIA. Any registration information provided to the Exchange which becomes deficient or inaccurate must be updated or corrected promptly.

A member of a Broker Association shall be prohibited from receiving or executing an order unless the Broker Association is registered with the Exchange.

Members of a broker association may not share profits or losses associated with their personal trading activity by direct or indirect means.

No registered broker association or member thereof shall permit a non-member or non-member firm to have any direct or indirect profit or ownership interest in a registered broker association. Moreover, no registered broker association or member thereof shall permit a member who is not involved in the pre-execution or execution of customer orders to have any direct or indirect profit or ownership interest in a registered broker association.

The Board may establish limits on the percentage of trading between a member of a broker association and (1) other members of broker associations with which he is affiliated; or (2) members of other broker associations which are positioned contiguously to his broker association in the trading pit.

Any such limits established by the Board shall take account of liquidity and such other conditions, from contract to contract, and shall only apply to the most active month or months of any contract. Compliance shall be measured separately for each full calendar month.

The Regulatory Compliance Committee may grant exceptions to the percentage limits on intra-association or contiguous association trading in circumstances where a broker association can demonstrate that compliance with the limits may reduce liquidity or impede the creation of new business in the affected market. (04/01/98)

330.04 Registration of Members Trading in U.S. Treasury Bond Futures - Each Exchange member with floor trading privileges who customarily stands on the top step of the U.S. Treasury Bond futures pit shall be required to register with the Exchange, identifying his affiliation, location and occupation or duties. Such individuals shall file their registration statements in a form provided by the Exchange. Any registration information provided to the Exchange which becomes deficient or inaccurate must be updated or corrected promptly. (09/01/94)

331.01 Price of Execution Binding - The price at which a transaction for commodities is executed on the Exchange shall be binding. A member shall not guarantee the price of execution to any customer, but a floor broker's or clearing firm's error in the handling of a customer order may be resolved by a monetary adjustment or in accordance with Regulation 350.04. 1841 (03/01/04)

331.01a Acceptable Orders - Market orders to buy or sell, closing orders to buy or sell, spread orders, straight limit orders to buy or sell, and straight stop orders to buy or sell shall be permitted during the last day of trading in an expiring future. Time orders, contingency orders of all kinds, market on close intermonth spread orders involving an expiring future and cancellations that reach the Trading Floor after 11:45 a.m. on the last day of trading in an expiring future may involve extraordinary problems and hence will be accepted solely at the risk of the customer. This Regulation shall only apply to open outcry Regular Trading hours. 32R (09/01/98)

331.02 Acceptable Orders - The following orders are acceptable for execution in this market.

(1). Market order to buy or sell - A market order is an order to buy or sell a stated amount of commodity futures contracts at the best price obtainable.

(2). Closing orders to buy or sell - A closing order to buy or sell is a market order which is to be executed at or as near the close as practicable or on the closing call in a call market.

(3). Limit order to buy or sell - A limit order is an order to buy or sell a stated amount of commodity futures contracts at a specified price, or at a better price, if obtainable.

(4). Stop order to buy or sell - A stop order to buy becomes a market order when the stop price is bid or a transaction in the commodity futures contracts occurs at or above the stop price. A stop order to sell becomes a market order when the stop price is offered or a transaction in the commodity futures contract occurs at or below the stop price.

(5). Stop limit order to buy or sell (where the price of the limit is the same as the stop price only) - A stop limit order to sell becomes a limit order executable at the limit price or at a better price, if obtainable when a transaction in the commodity futures contract is offered or occurs at or below the stop price. A stop limit order to buy becomes a limit order executable at the limit price or at a

better price, if obtainable when a transaction in the commodity futures contract is bid or occurs at or above the stop price.

(6). DRT ("Disregard Tape" or "Not Held") Order - An order giving the floor broker complete discretion over price and time in execution of a trade, including discretion to execute all, some or none of the order. It is understood the floor broker accepts such an order solely at the risk of the customer on a "not held" basis.

(7). All-Or-None order to buy or sell - An order to be executed only for its entire quantity at a single price and with a size at or above a predetermined threshold. Such orders must be executed in accordance with Regulation 331.03.

Orders other than those listed above will be accepted solely at the broker's discretion on a not held basis. This Regulation shall only apply to Regular and Night trading hours. (07/01/00)

331.03 All-Or-None Transactions - Board of Directors shall determine the minimum thresholds for and the commodities in which All-Or-None transactions shall be permitted. The following provisions shall apply to All-Or-None trading:

(a) A member may request an All-Or-None bid and/or offer for a specified quantity at or in excess of the applicable minimum threshold designated. The request shall be made during the hours of regular trading in the appropriate trading area.

(b) A member may respond by quoting an All-Or-None bid or offer price. A bid or offer in response to an All-Or-None request shall be made only when it is the best bid or offer in response to such request, but such price need not be in line with the bids and offers currently being quoted in the regular market.

(c) A member shall not execute any orders by means of an All-Or-None transaction unless the order includes specific instructions to execute an All-Or-None transaction or the All-Or-None bid offer is the best price available to satisfy the terms of the order.

(d) An All-or-None bid or offer may be accepted by one or more members provided that the entire quantity of the All-or-None order is executed at a single price and that each counterparty to the order accepts a quantity at or in excess of the designated minimum counterparty threshold. Each order executed opposite an All-or-None order must be for a quantity that meets or exceeds the minimum counterparty threshold. Separate orders may not be bunched to meet the minimum counterparty threshold.

(e) The price at which an All-Or-None transaction is bid, offered or executed will not elect conditional orders (e.g., limit orders, stop orders, etc.) in the regular market or otherwise affect such orders.

(f) All-Or-none transactions must be reported to the reporter in each pit who shall designate the price quotes for All-Or-None transactions as All-or-None price quotes.

(g) Under no circumstances shall All-or-None orders to buy and sell both be executed in their entirety opposite each other.

(h) All-or-None transactions are permitted in the following contracts subject to the listed minimum quantity thresholds.

Contract	All-or-None Minimum	Counterparty Minimum
10-Year Interest Rate Swap futures	1,000	100
10-Year Interest Rate Swap/10-Year T-Note spread	7,500	250
10-Year Interest Rate Swap futures options	1,000	100
5-Year Interest Rate Swap futures	1,000	100
5-Year Interest Rate Swap/5-Year T-Note spread	1,000	100
5-Year Interest Rate Swap futures options	1,000	100
2-Year Treasury Note futures	200	50

10-Year Municipal Note Index futures	100	25
5-Year Treasury Note futures	2,000	10% of order
5-Year T-Note/10-Year T-Note futures spread	2,000	10% of order
30-Day Fed Funds futures (All-or-None orders may be executed only in contract months that have less than 30,000 contracts of open interest.)	1,000	100
2-Year Treasury Note futures options (including inter-commodity and intra-commodity spreads)	2,500	100
5-Year Treasure Note futures options (including inter-commodity and intra-commodity spreads)	2,500	100
10-Year Treasury Note Futures Options (including inter-commodity and intra-commodity spreads.)	2,500	100
30-Year Treasury Bond futures options (including inter-commodity and intra-commodity spreads)	2,500	100

All-or-None intra-commodity spread transactions may be executed in permitted contracts provided that each leg of the spread meets the All-or-None threshold for that contract. However, All-or-None intra-commodity spreads and inter-commodity spreads involving 10-Year Treasury Note Futures Options may be executed provided that at least one 10-Year Treasury Note Option leg of the spread order meets the designated All-or-None minimum order quantity and that one leg of each such spread transaction meets the designated counterparty minimum. (04/01/04)

331.04 Execution of Simultaneous Buy and Sell Orders for Different Account Owners - A member who has received both buying and selling orders from different account owners for the same commodity and the same delivery month or, for options, the same option, may execute such orders for and directly between such account owners provided that the member shall first bid and offer openly and competitively by open outcry at the same price, stating the number of contracts. If neither the bid nor the offer is accepted within a reasonable time, the orders may then be matched by the member in the presence of a member of the Pit Committee. If either the bid or the offer is accepted in part, the remainder of the orders may be matched pursuant to the requirements of this Regulation. The member making the trade shall clearly identify it on the order or other document used to record the trade, shall note thereon the time of execution to the nearest minute, and shall present such record to such member of the Pit Committee for verification and initialing. (10/01/02)

331.05 Block Trade Transactions - The Board of Directors may designate any contract initially listed for trading on or after December 31, 1999 as eligible for Block Trade transactions under this Regulation 331.05 and shall determine the minimum size thresholds for the contracts in which Block Trade transactions are permitted. In determining the minimum size threshold, the Board of Directors shall take into consideration (to the extent available) the size distribution of transactions in the contract, the size distribution of transactions in the related cash or over-the-counter markets, and all other information relevant to transaction size in the relevant contract. The hours of operation of the Block Trade facility shall be determined by the Board of Directors.

Members may enter into transactions outside of the Exchange's central markets, at prices mutually agreed, with respect to contracts that have been designated by the Exchange for such purpose, provided that the following conditions are satisfied:

a) Each buy or sell order underlying a Block Trade must (i) state explicitly that it is to be, or may be, executed by means of a Block Trade and (ii) be at least for the minimum transaction size as determined by the Board of Directors. Orders may not be aggregated in order to achieve the minimum transaction size.

b) The price at which a Block Trade is executed must be fair and reasonable in light of (i) the size of such Block Trade; (ii) the price and size of other trades in the same contract at the relevant time; and (iii) the price and size of trades in other relevant markets, including without limitation the underlying cash market or other related futures markets, at the relevant time. The price at which a Block Trade is executed shall not affect conditional orders such as limit orders or stop orders. The price at which a Block Trade is executed shall not be used in establishing settlement prices.

c) Each nonmember customer to a Block Trade transaction must qualify as an "eligible contract participant", as that term is defined in Section 1a (12) of the Commodity Exchange Act, provided that, if any Block Trade is entered into on behalf of customers by a commodity trading advisor registered under the Act, including without limitation any investment advisor registered as such with the Securities and Exchange Commission that is exempt from regulation under the Act or Commodity Futures Trading Commission Regulations thereunder, or a foreign person performing a similar role or function subject as such to foreign regulation, with total assets under management exceeding $50 million, the individual customers need not so qualify.

d) Each Block Trade executed pursuant to this Regulation must be cleared through the clearing members. Information identifying the relevant contract, contract month, price, quantity, time of execution and counterparty clearing member for each Block Trade must be reported to the Exchange within five minutes immediately following execution of such Block Trade. The Exchange will publicize information identifying the trade as a Block Trade and identifying the relevant contract, contract month, price, and quantity for each Block Trade immediately after such information has been reported to the Exchange.

e) Each clearing member and member that is party to a Block Trade shall record the following details on its order ticket: the contract (including the delivery or expiry month) to which such Block Trade relates; that the trade is a Block Trade; the number of contracts traded; the price of execution; the time of execution; the identity of the counterparty; and, if applicable, details regarding the customer for which the Block Trade was executed. Upon request by the Exchange, such clearing member or member shall produce satisfactory evidence, including without limitation the order ticket referred to in the preceding sentence, that the Block Trade meets the requirements set forth in this Regulation. (09/01/03)

332.00 Orders Must Be Executed in The Public Market - All orders received by any member of this Association, firm or corporation, doing business on Change, to buy or sell for future delivery any of the commodities dealt in upon the Floor of the Exchange (except when in exchange for cash property or when executed pursuant to Regulation 331.05) must be executed competitively by open outcry in the open market in the Exchange Hall during the hours of regular trading and, except as specifically provided in Regulations 331.03, 331.04, 331.05 and 350.10, under no circumstances shall any member, firm or corporation assume to have executed any of such orders or any portion thereof by acting as agent for

both buyer and seller either directly or indirectly, in their own name or that of an employee, broker or other member of the Association; provided, that on transactions where brokers as agents for other members meet in the execution of orders in the open market and without prearrangement unintentionally consummate a contract for the one and same clearing member principal, such transactions shall not be considered in violation of this Rule. 202A (07/01/03)

332.01 Open Market Execution Requirement - All futures transactions resulting in change of ownership (except those involving the exchange of futures in cash transactions) must be made in the open market in the manner prescribed by Rules 332.00 and 310.00. 1866 (08/01/94)

332.01A Bidding and Offering Practices - Bidding and offering practices on the Floor of the Exchange must at all times be conducive to competitive execution of orders, as required by Rule 332.00. Bids or offers of 'all the way to,' 'all you have up (or down) to, 'everything you have up (or down) to,' and similar expressions, are not conducive to competitive execution of orders, and are expressly deemed to be in violation of Rule 332.00. 47R (08/01/94)

332.01B Conformation with Section 1.39 of The Commodity Exchange Act - The Board of Directors at their regular meeting held on Tuesday, September 6th, 1955, ruled that inasmuch as the Chicago Board of Trade has no Rule that conforms to Section 1.39 of the Commodity Exchange Act, Rule 332.00 of the Board's Rules and Regulations prevails. 28R (08/01/94)

332.02 Trade Data - Each member executing transactions on the Floor of the exchange shall enter or cause to be entered on the record of those transactions an indicator designating the time bracket within the trading session in which each execution occurred. Each clearing member shall enter only the bracket information submitted to the clearing member by the member executing the trades in the designated form on the record of transactions submitted to the Clearing Services Provider. The brackets and their designations will be as follows:

7:00-7:15 a.m.	A	11:30-11:45 a.m.	S	5:00-5:15 p.m.	A
7:15-7:30 a.m.	B	11:45-12:00 noon	T	5:15-5:30 p.m.	B
7:30-7:45 a.m.	C	12:00-12:15 p.m.	U	5:30-5:45 p.m.	C
7:45-8:00 a.m.	D	12:15-12:30 p.m.	V	5:45-6:00 p.m.	D
8:00-8:15 a.m.	E	12:30-12:45 p.m.	W	6:00-6:15 p.m.	E
8:15-8:30 a.m.	F	12:45-1:00 p.m.	X	6:15-6:30 p.m.	F
8:30-8:45 a.m.	G	1:00-1:15 p.m.	Y	6:30-6:45 p.m.	G
8:45-9:00 a.m.	H	1:15-1:30 p.m.	Z	6:45-7:00 p.m.	H

9:00-9:15 a.m.	I	1:30-1:45 p.m.	2	7:00-7:15 p.m.	I
9:15-9:30 a.m.	J	1:45-2:00 p.m.	3	7:15-7:30 p.m.	J
9:30-9:45 a.m.	K	2:00-2:15 p.m.	4	7:30-7:45 p.m.	K
9:45-10:00 a.m.	L	2:15-2:30 p.m.	5	7:45-8:00 p.m.	L
10:00-10:15 a.m.	M	2:30-2:45 p.m.	6	8:00-8:15 p.m.	M
10:15-10:30 a.m.	N	2:45-3:00 p.m.	7	8:15-8:30 p.m.	N
10:30-10:45 a.m.	O	3:00-3:15 p.m.	8	8:30-8:45 p.m.	O
10:45-11:00 a.m.	P	3:15-3:30 p.m.	9	8:45-9:00 p.m.	P
11:00-11:15 a.m.	Q			9:00-9:15 p.m.	Q
11:15-11:30 a.m.	R			9:15-9:30 p.m.	R

The first time bracket in the trading session of each respective commodity will be less than 15 minutes, as determined by the Regulatory Compliance Committee for each particular contract, and will be designated by a "dollar" sign "$".

The last time bracket in the trading session of each respective commodity will be one minute or less, as determined by the Regulatory Compliance Committee for each particular contract, and will be designated by a "percent" sign "%"; provided however, that each respective contract market's close may be expanded or reduced by an amount of time which shall not exceed one minute due to unique market conditions on a particular trade date as determined in the discretion of each commodity's Pit Committee; any closing period other than that established by the Regulatory Compliance Committee shall be communicated to the market at least five minutes prior to the commencement of the revised close for that date.

The modified closing call in the trading session of each respective commodity will be designated by a "pound" sign "#".

If the member executing the trades does not submit a bracket designation to the clearing member, the clearing member shall enter "?" as the bracket designation when submitting the record of such transaction to the Clearing Services Provider. 1979 (01/01/04)

332.03 Lost Orders - Any broker who has reason to believe that an order has been lost or misplaced, shall immediately notify the Secretary of the Exchange, who shall thereupon have the matter investigated. (08/01/94)

332.04 Records of Floor Traders - Each member executing transactions on the Floor of the Exchange for his or her personal account [Type 1 trades as defined in CFTC Regulation 1.35(e)] must execute such transactions on the Floor of the Exchange using pre-printed sequentially pre-numbered trading cards. A new trading card must be used at the beginning of each time bracket as designated in Regulation 332.02.

Each member must record the transactions in exact chronological order of execution on sequential lines of the trading card (no lines may be skipped). Provided, however, that if lines remain after the last execution recorded on a trading card, the remaining lines must be marked through. All transactions which are recorded on a single trading card must be recorded on the same side of such trading card. No more than six transactions may be recorded on each trading card.

The trading cards must contain pre-printed member identification which will include, but will not be limited to, the trading acronym and the full name of the member. The trading cards must also contain preprinted bracket designations. (01/01/96)

332.041 Accountability of Trading Cards - Each member executing transactions on the Floor of the Exchange, and his clearing member(s), shall establish and maintain procedures that will assure the complete accountability of all pre-printed sequentially pre-numbered trading cards used by such member on a daily basis. Such trading cards must be distinguishable from other trading cards used by the member during a one week period. (08/01/94)

332.05 Card Collection - At such times and in such manner as designated by the Regulatory Compliance Committee, each member shall provide his clearing member with trading documents which are relied upon for transactional information necessary for submission to the clearing system

containing those trades that have been executed thus far during that day. Trading documents include trading cards of members' personal and proprietary trades, trading cards of one member reflecting trades of another member (CTI 3 pursuant to CFTC Regulation 1.35 (e)) and floor order tickets.

A member may correct any errors on trading documents by crossing out erroneous information without obliterating or otherwise making illegible any of the originally recorded information. Alternatively, with regard to trading cards only, a member may correct any errors by rewriting the trading card. However, if a trading card is rewritten to correct erroneous information, the member shall provide his clearing member with the top ply of the original trading card, or in the absence of plies, the original trading card, which has been subsequently rewritten, in accordance with the same collection schedule designated by the Regulatory Compliance Committee for trading documents relied upon for clearing purposes.

Following the collection of the above-stated documents, the clearing member shall ensure that all such documents receive an Exchange-designated time stamp upon collection. (12/01/96)

332.06 Records of Proprietary Orders - Immediately upon receipt on the Floor of the Exchange of an order from a proprietary or house account (Type 2 trades as defined in CFTC Regulation 1.35(e)) each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time stamped when the order is received and shall show the account designation.

Such written records of proprietary orders of both clearing and non-clearing member firms need not be prepared if the members executing such transactions on the Floor of the Exchange are employed by such member firms and meet the recordkeeping requirements set forth in Regulation 332.04. However, such members must register with the Exchange and may not trade for their personal accounts. The executing members may record proprietary orders in this manner if they have initiated such orders, or if their employing firm has placed proprietary orders with them for execution. (10/01/00)

332.07 Accountability of Trading Documents - A member is accountable for all documents used in the execution of trades, including trading cards used for his personal account and other documents used by the member in the execution of trades made for others.

Floor brokers who record flashed order executions on broker cards must record on the broker card, the corresponding clearing firm number and order ticket number for every flashed order execution. In addition, floor brokers who record flashed order executions on broker cards must use non-erasable ink and may correct any errors by crossing out the erroneous information without obliterating or otherwise making illegible any of the originally recorded information. (12/01/96)

332.08 CTR Recordkeeping and Data Entry Requirements - Pursuant to Regulations 332.02, 332.04, 332.041, 332.05, 332.06 and 332.07 and 332.09, each member and member firm shall keep, in an accurate and complete manner, all books and records required to be made or maintained under the Rules and Regulations regarding submission of data to the Exchange or the Clearing Services Provider for CTR purposes. All trade data submissions must be done in a correct and timely manner.

Trade data includes, but is not limited to, the time bracket, executing broker, opposite broker, transaction type, customer type indicator ("CTI") code [as defined in CFTC Regulation 1.35 (e)], trade timing and trade sequencing information.

If the member executing the trade does not provide the required data to the clearing member, the clearing member shall enter "?" as the designation when submitting the record of such transaction to the Clearing Services Provider. If the trade cannot clear without the specific information, it is the clearing firm's obligation to enter a "?" designation and to obtain promptly from the member who executed the trade the complete and correct information concerning the trade. (01/01/04)

332.09 Member Trading for Another Member on the Trading Floor -

(a) At the time of execution, every order, which is not reduced to writing, that a member receives from another member who is present on the trading floor must be recorded. The member executing the order must record the time of execution to the nearest minute on the trading card or other document used to record the trade and must return this card or document to the initiating member.

A member placing a verbal order, except for orders involving options-futures combinations and other spread trades where the initiating member personally executes at least one leg of the spread,

shall simultaneously make a written record of the order and record the time of placement to the nearest minute. The order and the time shall be recorded on the member's trading card, which shall be in sequence with other trading cards used by that member. The trading card used to record the placement of the verbal order and the trading card or document used to record the execution of the order must be submitted together to the clearing member by the member placing the order or designated representative in accordance with the collection schedule established by the Exchange.

(b) Every written order that is initiated by a member for his own account while on the Exchange floor must be dated and time stamped upon transmission for execution, and when returned or, in the case of an arbitrage or a flashed transaction, when confirmed or cancelled. (08/01/94)

332.10 Prohibition of Trading or Placing Verbal or Flashed Orders from the Clerks Step in Financial Futures and Options Contracts - Any Exchange member who performs the functions of a floor clerk or broker assistant who also stands in the area designated for broker assistants in any financial future or option pit which is clearly defined as the area behind the top step is prohibited from placing verbal orders or flashed orders for his personal account while standing in that location. Such members are also prohibited from executing trades while standing in this location. For the purposes of this Regulation, trading is defined as executing trades for one's personal account, an account of another member or a customer. Such members may only enter orders for their personal accounts by placing such orders through the normal customer order flow process which requires that the member leave the pit to place an order. (07/01/97)

332.11 Changers - The Exchange shall permit a clearing firm to act as a changer, subject to the provisions below, for the purpose of engaging in changing transactions involving CBOT mini-sized Corn, mini-sized Soybean or mini- sized Wheat futures contracts and their full-sized counterparts. A changing transaction involves the purchase or sale of a commodity between a changer and another member, which on the part of the changer is part of a spreading transaction between a mini-sized contract and its corresponding full-sized contract.

A. Application and Notices

1. A clearing member firm desiring to act as a changer for one or more of the mini-sized contracts specified in this Regulation, shall make an application to the Exchange, in the manner prescribed by the Exchange. The Exchange may approve changers consonant with the needs of the Exchange, considering such matters as liquidity in the relevant contracts, space and physical facilities required for changing, financial capability of the applicant, the number and character of the relevant contracts, and the number and capacity of changers already in a particular commodity.

2. A changer shall notify the Exchange of the names of its changer's representatives who will accept orders for changing transactions, and any changes thereto.

3. A changer shall file with the Exchange, notice of any limitations on the extent to which it will make its services available, and of any changes to such limitations, one day prior to their effective date. The Exchange may disapprove any such limitations.

B. Execution of Changing Transactions

1. A changer shall maintain a representative on the trading floor at all times during trading hours to accept orders for changing transactions.

2. A member may give an order to a changer's representative, who shall immediately place such order for execution in the pit for the relevant full-sized contract. A changer may not unreasonably refuse to accept any order that is consistent with its authorization to act as a changer.

3. If filled, the member placing the order and the changer's representative shall be deemed to have executed a changing transaction wherein the full-sized commodity purchased (sold) has been sold to (bought from) the member placing the order, on and subject to the rules of the Exchange.

4. When a changer purchases (sells) a full-sized commodity, it may mark up (down) the price of the purchase (sale) when making the corresponding sale to (purchase from) the member placing the order, by the amount of its changing fee. The changer shall disclose the amount of its current changing fee, prior to accepting any particular order for a changing transaction.

5. Rule 336.00, Bids and Offers in Commodities Subject to Partial Acceptance, shall not apply to the execution of a changing transaction.

C. Recordkeeping and Clearing

1. An order for a changing transaction must be documented and time-stamped in the same manner as a customer order, in accordance with Regulation 465.01.

2. A changer shall clear its changing transactions through an account exclusively designated for such purpose. This changing account at all times shall be evenly spread between the relevant mini-sized contracts and their full-sized counterparts. However, changer accounts which have e-cbot transactions pending for clearing on the next trade date are exempted from the evenly spread requirement.

3. All changing transactions shall be clearly identified as such by appropriate accounts or symbols on all records of the changer and on the records submitted for clearing.

D. Fees - Changers may be obligated to pay changer transaction fees to the Exchange, in such amounts, at such times, and in such manner as the Exchange may prescribe.

E. Miscellaneous

1. No changer's representative shall enter into a changing transaction in which he appears as the executing member on each side of the transaction.

2. If applicable, a member futures commission merchant shall disclose to its customers that the price at which a trade is executed on the Exchange may include a changer's fee, and, that the amount of the changing fee, if included in a transaction price, shall be disclosed to a customer upon request.

3. No member or employee of a member shall require, induce or attempt to induce, either directly or indirectly, a floor broker or member to execute any transaction through a changing transaction or to utilize the services of a particular changer or changer's representative.

4. No member may give a market order, a priced order, or a discretionary order, to a changer's representative except by open outcry, nor without first seeking a bid or offer, nor without executing as much as possible in the pit at prices which such member reasonably expects to be the best available. Members may not enter priced orders with a changer that are off the current market in both the mini-sized contract and its corresponding full-sized contract.

5. No member shall give orders to a changer's representative for quantities that he could reasonably expect to execute in the pit for the relevant mini-sized contract. (04/01/03)

333.00 Trades of Non-Clearing Members -

(a) PRIMARY CLEARING MEMBER. Each non-clearing member who executes trades on Change must have one and only one Primary Clearing Member who will accept and clear the member's personal trades. A written authorization must be on file with the Member Services Department authorizing such non-clearing member, without qualification, to submit trades through such Primary Clearing Member, and designating such clearing member as the non-clearing member's Primary Clearing Member. Such Primary Clearing Member acts as Commission merchant for the non-clearing member. Such Primary Clearing Member, acting as commission merchant, shall be liable upon all trades made by the non-clearing member for the account of the Primary Clearing Member (unless authorization is revoked as provided in (c) below) and shall be a party to all disputes arising from trades between the authorized non-clearing member and another member or member firm made for the account of the Primary Clearing Member.

(b) OTHER CLEARING MEMBERS. A non-clearing member may have one or more clearing members, in addition to his Primary Clearing Member, through whom he may also clear his trades, provided he has written permission to do so from his Primary Clearing Member. However, as provided in Rule 252.00, such clearing member's claims shall be subordinated to the claims of the Primary Clearing Member(s). Such written permission of the Primary Clearing Member must be filed with the Member Services Department. Written authorization from the other clearing member, authorizing the nonclearing member to make trades on Change for the account of the clearing member, must also be filed with the Member Services Department. Thereafter, such clearing member acting as commission merchant, shall be liable upon all trades made by the non-clearing member for the account of the clearing member (unless authorization is revoked as provided for in (c) below) and shall be a party to all disputes arising from trades between the authorized non-clearing member and another member or member firm made for the account of the clearing member.

(c) REVOCATION OF AUTHORIZATION. A revocation of authorization, either by a Primary Clearing Member or another clearing member, must, to be effective, be in writing and be posted by the Secretary upon the bulletin board of the Exchange. A non-clearing member whose Primary Clearing Member has revoked authorization shall be denied access to the Floor until another clearing member has designated itself as the non-clearing member's Primary Clearing Member, pursuant to (a) above. Revocation of a non-clearing member's authorization to execute transactions through the e-cbot system shall be in accordance with 9B.08.

(d) The non-clearing member will not be permitted to submit a new primary clearing member authorization or clear trades through a new primary clearing member until such time as the former primary clearing member files a release with the Member Services Department. A primary clearing member who has revoked primary clearing member status to a non-clearing member must give the non-clearing member release upon the non-clearing member's request when the non-clearing member has obtained a new primary clearing member unless (1) the non-clearing member has current debts related to the conduct of business as a broker, trader or commission merchant at the primary clearing member equal to or greater than the amount specified in Rule 286.00; or (2) the clearing member is the guarantor under an existing valid guarantee of a loan which had been made to the non-clearing member exclusively for the purpose of financing the purchase of the non-clearing member's membership, such guarantee in an amount equal to or greater than the amount specified in Rule 286.00.

(e) PRIORITY OF DEBTS FOR PURPOSES OF RULE 252.00. Upon transfer of the non-clearing member's membership, any indebtedness owed to a former Primary Clearing Member at the time of revocation which was incurred subsequent to authorization and which continues to be owed such former Primary Clearing Member(s) shall be paid in the chronological order of revocation (oldest debt first), in the manner and to the extent allowed under Rule 252.00. 204 (11/01/03)

333.01 Error Accounts -

(a) Each non-clearing member who acts as a floor broker or is registered with the Commodity Futures Trading Commission or a registered futures association as a floor broker (i) shall maintain a personal account with his Primary Clearing Member into which he places brokerage errors; (ii) may maintain personal error accounts at one or more secondary clearing members, in addition to his Primary Clearing Member, provided he has written permission to do so from his Primary Clearing Member on file with Member Services Department.

(b) Each clearing member who carries an error account agrees to accept and clear the broker's trades involving brokerage errors. A written authorization must be filed with the Member Services Department authorizing the broker, without qualification, to submit trades involving brokerage errors through such clearing member. Such clearing member shall be liable upon all trades involving brokerage errors that are submitted to the error account (unless authorization is revoked as provided herein) and shall be a party to all disputes involving trades between the broker, in his capacity as a broker, and another member or member firm that may ultimately be submitted to the error account. Revocation of authorization granted pursuant to this Regulation must be filed in writing with the Member Services Department and will become effective when written notice thereof is posted on the Exchange bulletin board by the Secretary. (08/01/94)

333.03 Funds in Trading Accounts Carried by Clearing Members - The following shall apply to trading accounts which are carried for non-clearing members by clearing members pursuant to Rule 333.00:

(a) If a non-clearing member trades in excess of written limits prescribed by the carrying clearing member, and/or if the non-clearing member is alleged to have engaged in reckless and unbusinesslike dealing inconsistent with just and equitable principles of trade, the disposition of any and all funds in the applicable trading accounts(s) may be suspended by the carrying clearing member, or by the Association through the Board of Directors, Executive Committee, Floor Governors Committee or Arbitration Executive Committee pending a determination by the Arbitration Committee regarding the appropriateness of the non-clearing member's conduct.

Any Arbitration Committee decision to release trading account funds to the non-clearing member shall include the payment of interest by the clearing member to the non-clearing member as determined by the Arbitration Committee.

(b) Either the carrying clearing member or the Association may direct that the disposition of trading account funds be suspended pursuant to subparagraph a) of this regulation. However, if such suspension is initiated by the clearing member the suspension will be subject to review within one business day by the Board or one of the Committees designated in paragraph (a). The purpose of this review will be determine if sufficient grounds exist to warrant continuation of the suspension pending a final determination by the Arbitration Committee. Association proceedings in this regard will be conducted in accordance with Regulation 540.60 "Procedures for Member Responsibility Actions". (05/01/94)

334.00 Trades of Non-Clearing Members - (See 431.00) (08/01/94)

335.00 Bids and Offers in Commodities Subject to First Acceptance - Any offer made on Change to buy or sell any commodity for future delivery is subject to immediate acceptance by any other member. All such offers shall be general offers and shall not be specified for acceptance by particular members. 254 (08/01/94)

336.00 Bids and Offers in Commodities Subject to Partial Acceptance - If an offer is made on Change (the Exchange) to buy or sell any specified quantity of any commodity for future delivery, such offer shall be deemed an offer to buy or sell all or any part of such specified quantity and, if not immediately accepted for the entire quantity, it may be accepted for a quantity less than specified. Orders or offers to buy or sell a specified quantity or none shall not be allowed, except as specifically provided in Regulation 331.03. 255 (07/01/00)

336.01 Guaranteeing Terms of Execution - Any member or member firm who receives an order to buy or sell a futures contract or option on a futures contract for execution on the Exchange is prohibited from directly or indirectly guaranteeing the execution of the order or any of its terms such as the quantity or price. A member may only report an execution that has occurred as a result of open outcry or has been effected through an Exchange approved automated order entry facility.

This regulation shall not be construed to prevent a member or member firm from assuming or sharing in the losses resulting from an error or mishandling of an order. (08/01/94)

337.01 Orders Involving Cancellations Accepted on a 'Not Held' Basis - All orders involving cancellations that reach the Trading Floor 10 minutes or less before the opening or resumption of the market, as applicable and all orders involving cancellations that reach the Trading Floor 10 minutes or less before the close of the market may involve extraordinary problems and hence will be accepted solely at the risk of the customer on a 'not held' basis.

All orders must be received by the floor broker within a reasonable time prior to the opening, the resumption or the close of the market, as applicable. Such other orders not received by the floor broker within a reasonable time prior to the opening, the resumption or the close of the market will be accepted solely at the risk of the customer on a 'not held' basis. 1847 (09/01/98)

350.00 Trade Checking Penalties - (See 563.00) (08/01/94)

350.01 Failure to Check Trades - If any member, firm or corporation is unable with diligent effort to check any future delivery transaction made with another member, firm or corporation, then such transaction shall be closed out for the account of whom it may concern by the member, firm or corporation claiming the contract at the earliest reasonable opportunity in order to establish any claim for loss because of such failure to check by the other party to the contract. 1811 (08/01/94)

350.02 Responsibility For Customer Orders - A floor broker or clearing member shall exercise due diligence in the handling and execution of customer orders. The Exchange's Arbitration Committee is authorized to determine whether a broker or clearing firm fulfilled their obligations and whether an adjustment is due to the customer. The Committee may consider the nature of the order and existing market conditions, including the existence of a "FAST" market, at the time the broker or clearing member acted or failed to act. However, a "FAST" designation does not nullify or reduce the

obligations of the floor broker to execute orders with due diligence according to the terms of the order.

Except in instances where there has been a finding of willful or wanton misconduct, in which case the party found to have engaged in such conduct cannot avail itself of the protections in this provision, neither floor brokers nor member firms, or other persons acting as agents nor any of their officers, directors or employees, shall be liable for any loss, damage or cost (including attorney's fees and court costs), whether direct, indirect, special, incidental, consequential, lost profits or otherwise of any kind, regardless or whether any of them has been advised or is otherwise aware of the possibility of such damages, arising out of the use or performance of the CBOT's Electronic Order Routing System, any component(s) thereof, or any fault, failure, malfunction or other alleged defect in the Electronic Order Routing System, including any inability to enter or cancel orders, or 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 Electronic Order Routing System, including but not limited to, any failure or delay in transmission of orders or loss of orders resulting from malfunction of the Electronic Order Routing System, disruption of common carrier lines, loss of power, acts or failures to act of any third party, natural disasters or any and all other causes.

The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability or otherwise. The foregoing limitations are cumulative and shall not limit or restrict the applicability or any other limitation or any rule, regulation or bylaw of the Exchange or the Clearing House. The foregoing shall not limit the liability of any floor broker or member firms, or other person acting as agent or any of their respective officers, directors or employees for any act, incident, or occurrence within their control.

If any of the foregoing limits on the liability of the floor brokers or member firms or other persons acting as agents or any of their officers, directors or employees should be deemed to be invalid, ineffective, or unenforceable and a customer sustains a loss, damage or cost (including attorney's fees and court costs) resulting from use of the Electronic Order Routing System, the entire liability of the floor brokers or member firms and their agents or any of their officers, directors or employees shall not exceed the brokerage commissions and any other charges actually paid by the customer.

Notwithstanding any of the foregoing provisions, this provision shall in no way limit the applicability of any provision of the Commodity Exchange Act, as amended, and Regulations, thereunder. (01/01/99)

350.03 Identification of Floor Trading Personnel and Floor Traders - Every member is required to wear an identification badge issued by the Association in a prominent position and in proper fashion to be admitted to the Trading Floor and must so wear the badge at all times while he is on the Trading Floor. Failure to wear a badge shall be considered an act detrimental to the welfare of the Association (Rule 504.00). 1955 (08/01/94)

350.04 Outtrades and Errors and Mishandling of Orders -

A. Outrades - If a floor broker discovers, either intraday or interday, that all or some portion of a customer order was executed but cannot be cleared, the broker shall do one of the following:

1. Re-execute the order in the market and adjust the customer by check if the re-execution price is worse than the original execution price. If the re-execution price is better than the original execution price, the customer is entitled to the better price.

2. Assign the opposite side of the portion that cannot be cleared to his or her error account and assign a fill to the customer at the execution price. The floor broker shall not liquidate the assigned position until at least ten minutes have elapsed after the execution of the order giving rise to the outtrade and, in any event, after the bracket period in which the outtrade arose has ended. These liquidation restrictions shall not apply to a liquidation during a Modified Closing Call. Any profits resulting from the liquidation of the assigned position belong to the floor broker, and may be retained or disbursed to whomever he chooses, in his discretion.

B. Unfilled or Underfilled Orders - If a broker fails to execute an order or underbuys or undersells on an order, the broker shall do one of the following:

1. Execute the order or the remainder of the order in the market and adjust the customer by check if the customer is filled at a price less favorable than that to which he was entitled but for the error or mishandling. If the order is filled at a more favorable price, the customer is entitled to the better price.

2. Execute the order or the remainder of the order in the market. If the order, or the remainder of the order, is filled at a worse price than that to which it was entitled but for the error or mishandling, the broker may allocate the fill to his error account and assign the opposite side of the order to his error account at the price to which the customer was entitled. If the order is filled at a more favorable price, the customer is entitled to the better price.

C. Wrong Month or Wrong Strike Executions

When an order has been executed in the wrong contract month or strike price and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by one of the following:

1. Execution of the order in accordance with its terms, with an adjustment by check if the order is executed at a worse price as a result of the mishandling of the order.

2. Execution of a spread transaction, in accordance with Regulation 352.01, whereby one leg of the spread represents the correct execution of the order and the other leg offsets the erroneous position in the error account.

D. Wrong Side of Market Executions

When an order has been executed on the wrong side of the market and the erroneous execution has been placed in the broker's or firm's error account, the error may be corrected as follows:

Execution of the order in accordance with its terms, with an adjustment by check if the order is executed at a worse price as a result of the mishandling of the order.

If a broker overbuys or oversells on an order, the customer is not entitled to any of the excess. A position that has been established in an erroneous or mishandled attempt to execute a customer order must be placed in the error account of the broker or firm responsible for the error or mishandling. Any profits resulting from the liquidation of the trades placed in a broker's or firm's error account belong to the relevant broker or firm, and may be retained or disbursed to whomever they choose at their discretion.

In accordance with Regulation 336.01, no broker shall guarantee, directly or indirectly, the execution of an order, or any of its terms, except in the case of a bonafide error or mishandling. (03/01/04)

350.05 Floor Practices - The following acts are detrimental to the welfare of the Association (except as permitted under Regulation 331.05):

(a) for a floor broker to purchase any commodity for future delivery, purchase any call commodity option or sell any put commodity option for his own account, or for any account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation, while holding an order of another person for the purchase of any future, purchase of any call commodity option, or sale of any put commodity option, in the same commodity which is executable at the market price or at the price at which such purchase or sale can be made for the member's own account or the account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation.

(b) for a floor broker to sell any commodity for future delivery, sell any call commodity option or purchase any put commodity option for his own account, or for any account in which he had an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation, while holding an order of another person for the sale of any future, sale of any call commodity option, or purchase of any put commodity option in the same commodity which is executable at the market price or at the price at which such sale or purchase can be made for the member's own account or the account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation;

(c) for a floor broker to execute a transaction in the trading pit for an account over which he has discretionary trading authority.

The above restriction shall not apply to:

1. transactions for another member of the Exchange;

2. transactions for members of the floor broker's family which include; spouse, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or inlaw;

3. transactions for proprietary accounts of member firms.

(d) for a member to disclose at any time that he is holding an order of another person or to divulge any order revealed to him by reason of his relationship to such other person, except pursuant to paragraph (c) of this Regulation, in the legitimate course of business or at the request of an authorized representative of the Exchange or of the Commission; the mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of the Association's Rules and Regulations; however, nothing herein shall alter or waive a member's responsibility to comply with existing provisions of the Commodity Exchange Act, Commission Rules, and the Rules and Regulations of the Association; furthermore, it shall be a violation of this Regulation for any individual to solicit or induce a member to disclose order information in a manner prohibited by this Regulation;

(e) for a member to take, directly or indirectly, the other side of any order of another person revealed to him by reason of his relationship to such other person, except with such other person's prior consent and in conformity with Exchange rules or except for transactions done in accordance with

Regulation 350.04 to resolve bonafide errors or outtrades;

(f) for a member to make any purchase or sale which has been pre-arranged;

(g) for a member to withhold or withdraw from the market any order or part of an order of another person for the convenience of another member;

(h) for a member to execute any order after the closing bell is sounded except in a call market close;

(i) for a member to buy and sell as an accommodation at any time or, except as specifically provided in Regulations 331.03, 331.04 and 350.10, to use one order to fill another order, or any part thereof;

(j) for parties to a transaction to fail to properly notify the pit recorder of the price at which trades have been consummated;

(k) for a floor broker to allocate executions of orders in any manner other than an equitable manner.

(l) for a member to initiate during the same trading session a transaction for future delivery in a CBOE 50 or CBOE 250 Stock Index future(s) for his or her own account, or for any account in which he or she has an interest, or for the account of his or her family including spouse, parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces and in-laws, and to execute as a floor broker any order for future delivery in a CBOE 50 or CBOE 250 Stock Index future(s). This restriction shall not apply to any transaction made by the member to offset a transaction made in error by the same floor member. (03/01/04)

350.06 Give-Ups - A member must have prior permission from a clearing member to give-up its name for a trade executed on the Exchange. For give-up orders, the executing clearing member must first clear the trade and then transfer it in accordance with Regulation 444.01(f). A floor broker is prohibited from giving up in the pit a name other than the executing clearing member placing the order. Give-up orders are prohibited when used as a pricing mechanism in connection with cash market contracts. Pricing in connection with cash market contracts must be done only on a versus-cash basis pursuant to the requirements of Regulation 444.01. (11/01/97)

350.07 Checking and Recording Trades - Members must within fifteen minutes after each transaction confirm with the opposite member trader every execution of a futures transaction with respect to executing member, price, quantity, commodity, future and respective clearing members. Members must within fifteen minutes after each transaction confirm with the opposite member trader every execution of an options transaction with respect to executing member, premium, quantity, option series, and respective clearing members. Each record of transactions must show the relevant foregoing information and also must include and clearly identify the date and appropriate time bracket, and the opposite executing member.

In addition, each member who, on the Floor of the Exchange receives a customer's or options customer's order which is not in the form of a written record including the account identification, order number and date and time, to the nearest minute, such order was received on the floor of the Exchange, shall immediately upon receipt thereof prepare a written record of such order, including the account identification and order number, and shall record thereon the date and time, to the nearest minute, such order is received.

Non-erasable ink must be used to record all such information. (11/01/94)

350.08 Notification of Unchecked Trades - Any clearing firm that is unable with diligent effort to check a transaction with another member, shall notify the floor member who executed the transaction. Such notice shall be given prior to the following day's Regular Trading Hours opening or resumption, as applicable. In the case of agricultural contracts, such notice shall be given no later than twenty minutes prior to the following day's opening or resumption, as applicable.

In all cases, such notice shall be given in sufficient time as to allow the floor member to make provisions for any adjustment. In the case of agricultural contracts, the floor member will have resolved his trades by no later than twenty minutes prior to the relevant opening or resumption, as applicable.

The opening range or resumption range, as applicable, of the following day's Regular Trading Hours

market shall be the limit of liability as a result of an unchecked trade. (09/01/98)

350.10 Exemption for Certain Joint Venture Products - Notwithstanding any other provisions of these Rules and Regulations, a member who simultaneously holds orders on behalf of different principals to buy and sell any of the inter-regulatory or intermarket spreads designated below, may execute such spread orders for and directly between principals; provided that the member shall first offer such spread orders competitively by open outcry in the open market (a) by both bidding and offering at the same price, and neither such bid nor offer is accepted or (b) by bidding and offering to a point where such offer is higher than such bid by not more than the minimum permissible price fluctuation applicable to such spread orders and neither such bid nor offer is accepted. If any such order is not accepted within a reasonable amount of time, then the member may, execute such order for and directly between the principals. The following requirements must also be met in the execution of such spread orders:

(1) The member who executes such order must do so in the presence of a Chicago Board Options Exchange Floor Official, who is a member qualified to trade Joint Venture futures contracts.

(2) Such member shall clearly identify all such spreads on his trading card or similar record by appropriate symbol or descriptive words and shall note on such card or record the exact time of execution. Such member shall thereupon promptly present said card or record to the Floor Official for verification and initialing.

(3) No futures commission merchant or floor broker who receives any of the inter-regulatory or intermarket spread orders designated below from another person shall take the other side of such spread orders, except with such other person's prior consent.

This Regulation applies to the following spread strategies:

(a) inter-regulatory strategies involving a CBOE 50 and/or CBOE 250 Stock Index future(s) spread against a Standard and Poor's 100 and/or Standard and Poor's 500 option(s) traded on the Chicago Board Options Exchange;

(b) intermarket futures spreads involving a CBOE 50 Stock Index future(s) spread against a CBOE 250 Stock Index future(s); or

(c) any other inter-regulatory or intermarket spread designated under this Regulation by the Board of Directors of the Association. (08/01/94)

350.11 Resolution of Outtrades - Outtrades shall be resolved in accordance with Regulation 350.04 or by issuing a check in an amount agreed to by the members making the trade(s).

A. Price Outtrades

When an outtrade exists due to a discrepancy as to price, members making the trade may choose to resolve the discrepancy by electing either of the two prices in question, if they agree that the trade was executed at that price.

If an outtrade involves a price discrepancy between a local and a broker, and the members cannot agree on the price of execution, the price recorded by the broker shall be used to clear the trade.

If an outtrade between locals or an outtrade between brokers involves a price discrepancy, and these members cannot agree on the price of execution, the buyer's price shall be used to clear the trade.

B. Quantity Outtrades

When an outtrade exists due to a discrepancy as to quantity, members making the trade may choose to resolve the discrepancy by electing either of the two quantities in question, if they agree that the trade was executed in that quantity.

If any outtrade between locals involves a quantity discrepancy and these members cannot agree on the quantity that was executed, the higher quantity shall be used to clear the trade.

A broker may assign the opposite side of any excess quantity on his order, which he believes that he has executed, to his error account, pursuant to Regulation 350.04, and he may agree to the clearing of the transaction according to the quantity recorded by the other member, whether the other member was a broker or a local.

C. Bona Fide Contract Month, Strike, Put vs. Call and Side of Market (Buy vs. Buy or Sell vs. Sell) Outtrades

When an outtrade exists due to a discrepancy as to the contract month, strike price, whether an option trade involved a put or a call, or side of the market, and any party who executed a customer order believes that the order has been executed in accordance with its instructions, the outtrade may be resolved in any one of the following ways:

1. The trade may be busted. If a broker re-executes his order, any losses incurred by the customer as a result of the delay in execution must be adjusted by check. If the order is executed at a more favorable price, the customer is entitled to the better price.

2. The members making the trades(s) may agree that either trade or both trades may be cleared in accordance with the members' recorded trade data.

3. A broker may assign the opposite side of his own order to his error account, pursuant to Regulation 350.04, and he may agree to the clearing of the transaction according to the terms of the other member's recorded trade data, whether the other member was a broker or a local.

4. If both members were brokers, they may both assign their respective trades to their error accounts, pursuant to Regulation 350.04.

A customer shall not be entitled to any portion of any profits realized by a local who was on the opposite side of an outtrade between the local and the customer's broker, as a result of the local's liquidation of his position. Such profits belong to the local, and may be retained or disbursed to whomever he chooses, in his discretion. If the local chooses to disburse any portion of such profits to the broker, and the broker's customer has received a fill in accordance with the broker's recorded trade data, the broker is not obligated to offer such profits to this customer.

It shall be an offense against the Association for members to prearrange a trade to reconcile an outtrade.

Nothing herein shall in any way limit a member's right to submit an outtrade to Exchange arbitration if an outtrade cannot be resolved by agreement. (03/01/04)

352.01 Spreading Transactions - A spread transaction involving options, or the purchase and sale of different futures, at a price or yield difference or simultaneously at a separate price for each side of the spread is permitted on this Exchange provided:

1. that each side of the spread (the purchase of one future and the sale of another future) is for the same account, or in the case of spreads in options, all sides are for the same account. Provided that, when an order has been executed in the wrong month, wrong strike price or wrong commodity, and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by a spread transaction in which one leg of the spread offsets the position in the error account and the other leg is the correct execution of the order. Provided further that the liability of the floor broker or FCM shall be determined in accordance with Regulation 350.04.

2. that all sides of the spread are priced at prices within the daily trading limits specified in Regulation 1008.01;

3. that the spread is offered by public outcry in the pit assigned to the commodity(ies) or option(s) involved.

4. that the transaction shall be reported, recorded and publicized as a spread in the ratio in which it was executed.

5. that when such transactions are executed simultaneously, the executing member on each side of

the transaction shall designate each part of the trade as a spread on his cards by an appropriate word or symbol clearly identifying each part of such transaction.

6. that for options the spreads must conform to one of the following definitions, any multiple or combination of these strategies, or any generally accepted relationship between options and the underlying futures, including but not limited to:

   a. Vertical and Horizontal Spreads. Short one call (put) and long another call (put) with a different strike price and/or expiration month.

   b. Straddles. Short (long) puts and calls in a generally accepted spread ratio.

   c. Conversions and Reverse Conversions. Short (long) calls, long (short) puts, and long (short) futures in a generally accepted spread ratio.

   d. Butterflies. Two vertical spreads which share one common strike price.

   e. Boxes. Long a call and short a put at one strike price and short a call and long a put at another strike price.

   f. Synthetic Straddles. Long (short) futures and short (long) calls or long (short) puts in a generally accepted spread ratio.

   g. Ratio Spreads. Long calls (puts) and short calls (puts) in a generally accepted spread ratio.

   h. Ratio Writes. Short calls (puts) and long (short) futures in a generally accepted spread ratio.

   i. Ratio Purchases. Long calls (puts) and short (long) futures in a generally accepted spread ratio.

   j. Synthetic Futures. Long calls (puts) and short puts (calls) in a generally accepted spread ratio.

7. that in executing a ratio spread, a member shall bid or offer by open outcry either both the spread portion at a price difference and the remaining portion (i.e., the "tails") at a specific price for each, or the entire ratio spread at a separate price for each side of the transaction. A ratio spread and if applicable each part of it must be executed competitively by open outcry in accordance with this regulation and Rule 332.00. A bid or offer for a ratio spread is subject to partial acceptance in ratioed units in accordance with Rule 336.00.

8. that for spread transactions at a yield difference the following conditions are met:

   a. one side of the spread is a yield-based futures contract, i.e. where the final contract settlement price is calculated by subtracting a yield measurement from 100.

   b. the sides are priced at the price spread implied by the yield spread.

   c. the prices for Short, Medium, and Long Term U.S. Treasury Note and U.S. Treasury Bond futures are those implied for 8% coupon, semi-annual non-amortizing instruments with exactly two, five, ten, and twenty years remaining maturity as calculated and published by the Exchange.

   d. the prices for the yield-based futures contracts are calculated by subtracting the yield from 100.

   e. the yields are quoted in increments no smaller than one half basis point.

   f. the Regulatory Compliance Committee has designated the spread for trading on a yield basis.

Brokers may not couple separate orders and execute them as a spread, nor may a broker take one part of a spread for his own account and give the other part to a customer on an order. (08/01/00)

352.01A Unacceptable Spread Orders - Certain orders that involve the trading of different contracts, when the contracts involved are traded in different designated trading pits and when the resulting positions do not offset to reduce economic risk, do not represent legitimate spreading transactions and are specifically deemed to be unacceptable orders. Such transactions must be

executed on separate orders in the respective designated trading areas. The foregoing provisions apply to, but are not limited to, the following examples:

There are separate trading pits for options and futures. An order to buy a put (or sell a call) and sell the underlying future establishes a short position only, and therefore there is no offsetting feature. An order to sell a put (or buy a call) and buy the underlying future establishes a long position only, and therefore there is no offsetting feature. These orders are unacceptable as spread orders. (08/01/94)

352.02 Joint Venture Intermarket and Inter-Regulatory Spreads - - Notwithstanding any other provisions of these Rules and Regulations to the contrary, the following principles shall apply to spreading transactions involving Joint Venture Products.

1. Futures spreads involving CBOE 50 and/or CBOE 250 Stock Index futures contracts may be bid or offered at a differential and if so bid or offered, such spreads may not be separated into their individual components.

2. Inter-Regulatory spread strategies involving CBOE 50 or CBOE 250 Stock Index futures spread against Standard and Poor's 100 or Standard and Poor's 500 options traded on the Chicago Board Options Exchange ("CBOE") may be bid or offered at a differential. If such spreads are bid or offered at a differential, they may not be separated into individual parts. The futures side of such spreads must be priced within the daily quotation range. The price of the options side of such spreads shall not touch the best bid or offer contained in the CBOE order book but may touch but shall not go through the current best bid or offer prevailing in the trading crowd. The prices for both sides of such spreads shall be disseminated immediately and shall be identified as a spread. The price differential shall also be disseminated immediately.

3. Inter-Regulatory spreads involving CBOE 50 and/or CBOE 250 Stock Index futures contracts spread against Standard and Poor's 100 and/or Standard and Poor's 500 options may be executed in any location in the Standard and Poor's 100 or the Standard and Poor's 500 option pit(s).

4. Joint Venture inter-regulatory or intermarket spreads may not be used to establish opening prices for Joint Venture futures contracts. (08/01/94)

360.01 Pit Supervisory and Enforcement Authority of the Respective Pit Committees - In conjunction with the Floor Conduct Committee, it shall be the function and duty of the Pit Committees to supervise and enforce decorum within their respective trading pits.

1. Supervision and Enforcement of Pit Decorum.

Each Pit Committee shall have the authority over its respective pit to issue a decorum ticket to any individual who has committed a decorum offense within the pit. This authority is in addition to the authority given to the Floor Conduct Committee in Regulation 519.01. A ticket may be initiated by any member of the Pit Committee in accordance with the Pit Committee member's duty to enforce decorum standards within the pit. Additionally, any Exchange member may request that a ticket be initiated for an alleged decorum offense that occurs within a trading pit by requesting that a Pit Committee member in that pit issue a ticket. Non-members may request that a ticket be initiated for alleged decorum violations involving physical abuse or harassment.

For decorum offenses that do not involve a physical altercation, disorderly conduct or harassment, the ticket will reflect a warning or summary fine in accordance with Ruling 520.00A. The recipient of a summary fine may pay the summary fine or request a hearing before the Floor Conduct Committee in accordance with Regulations 540.02 through 540.05. Tickets involving a physical altercation, disorderly conduct or harassment will be referred to the Floor Conduct Committee, which will hold a hearing. The initiator of the ticket, the recipient of the ticket and any party involved in the decorum incident may be required to appear at the hearing held before the Floor Conduct Committee. Failure to comply with a request to appear before the Floor Conduct Committee may be deemed an act detrimental to the welfare of the Exchange.

Each ticket issued by a Pit Committee shall be authorized by two Pit Committee members, including at least one officer. Tickets shall be submitted to designated Exchange staff who shall give the individual written notification of the ticket, including any summary fine or requirement to appear before the Floor Conduct Committee.

It shall be the function and duty of the Pit Committees to supervise and enforce trading etiquette within their respective trading pits.

2. Supervision and Enforcement of Pit Etiquette Standards

Each pit, by and through its Pit Committee, shall be responsible for determining the nature and extent of its pit etiquette standards, subject to the approval of the Floor Governors Committee. A pit etiquette ticket may be initiated by any member of the Pit Committee in accordance with the Pit Committee member's duty to enforce etiquette standards within the pit. Additionally, any Exchange member may request that a member of the Pit Committee issue an etiquette ticket to any member who had allegedly violated the pit's etiquette standards. Each etiquette ticket must,

however, be authorized by an officer of the Pit Committee to be valid. An officer who initiates a ticket cannot also authorize the ticket.

The issuance of an authorized etiquette ticket does not, in itself, constitute a violation of an Exchange Rule or Regulation. However, the Pit Committee can, at any time, choose to refer an egregious etiquette violation, or a pattern of etiquette violations, to the Floor Governors Committee. Prior to making such referral, the recipient of the ticket will be required to appear before the Pit Committee. A simple majority of a Pit Committee quorum shall be required to refer an etiquette matter to the Floor Governors Committee.

Tickets referred to the Floor Governors Committee will serve as the basis of OIA's investigation, and the tickets may be submitted as evidence in support of OIA's case before the Floor Governors Committee. However, OIA will conduct its own distinct investigation of the matter. The Floor Governors Committee may impose disciplinary action pursuant to the general provisions of Exchange Rule 500.00 (Inequitable Proceedings) and/or Rule 504.00 (Acts Detrimental to the Welfare of the Association). (02/01/04)

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Chapter 4
Futures Commission Merchant

Chapter 4
Futures Commission Merchant

Ch4 General

400.00 Commission Merchant - A member who makes a trade, either for another member or for a non-member, but who makes the trade in his own name and becomes liable as principal as between himself and the other party to the trade. 13 (08/01/94)

401.00 Corporations and Partnerships - (See 230.00) (08/01/94)

401.01 Partnerships and Corporations - Trading Authority - (See 230.01) (08/01/94)

401.02 Registration of Membership for Corporation - (See 230.02) (08/01/94)

401.03 Registration of Membership for Partnership - (See 230.06) (08/01/94)

402.00 Business Conduct Committee - (See 542.00) (08/01/94)

403.00 Testimony and Production of Books and Papers - (See 545.00) (08/01/94)

403.01 Approval of Customer Accounts - No firm or any of its wholly-owned affiliates shall carry customer accounts without prior approval obtained either at the time of registration under Regulation 230.02 or 230.06 or prior to change in the nature of business previously authorized. In order to originate and carry on a business with public customers, a firm is subject to the minimum capital requirements established by the Financial Compliance Committee.

No member sole proprietorship shall carry customer accounts without prior approval. A member requesting approval to carry customer accounts shall submit a certified financial report of the sole proprietorship, prepared by an independent Certified Public Accountant as of a date which is no more than 90 days prior to the date of submission. In order to originate and carry on a business with public customers, a sole proprietorship is subject to the minimum capital requirements established by the Financial Compliance Committee. 1780 (08/01/94)

403.02 Financial Questionnaire - (See 285.01) (08/01/94)

403.03 Audits - (See 285.02) (08/01/94)

403.04 Reduction of Capital - (See 285.03) (08/01/94)

403.05 Restrictions on Operations - (See 285.04) (08/01/94)

403.07 Financial Requirements - (See 285.05) (04/01/97)

403.08 Expulsion from a Designated Contract Market - Upon review of the decision or record which resulted in a person or a firm's expulsion from membership in, or the privileges of membership on, any recognized domestic or foreign board of trade or securities exchange, should the Board of Directors find that there exists a demonstrable connection between the type of conduct which resulted in the expulsion and the protection afforded the Exchange, its members and customers through a trading prohibition against the expelled individual or firm, the Board may direct that no member or member firm may carry any account, accept an order, or handle a transaction, relating to futures contracts or options on futures contracts traded on the Exchange, for or on behalf of such expelled person or firm. Such an order may by modified or revoked by a vote of two-thirds of the Directors. (08/01/94)

404.00 Advertising - (See 287.00) (08/01/94)

405.00 Trade Checking Penalties - (See 563.00) (08/01/94)

414.00 Trades of Non-Clearing Members - - (See 286.00) and (See 431.00) (08/01/94)

415.00 Trades of Non-Clearing Members - (See 333.00) (08/01/94)

416.01 Correspondent Accounts - Each registered eligible business organization must maintain a complete listing of all correspondent accounts carried on its books. Such list shall be promptly provided to authorized representatives of the Association. Information for each correspondent account must include name and address, classification of the account as customer or house, regulated or non-regulated. 1780A (04/01/98)

416.02 Members Responsible for Correspondents - Members doing business with correspondents must keep themselves well informed regarding their financial standing and shall immediately report to the Secretary any information that does in any way indicate that a correspondent is insolvent, or threatened with insolvency, or guilty of any irregularities or practices affecting the good name of the Association. 1043 (08/01/94)

416.02A Correspondents - In May, 1935, the Rules Committee ruled that the word "correspondents" as it is used in Regulation 416.02 means the following:

1. A correspondent, under the provisions of Regulation 170.07 is a person, firm or corporation (member or non-member) transacting a banking or a brokerage business connected by telephone or telegraphic wire or wireless connection with the office of a member.

2. A non-clearing member who solicits and turns over security or future delivery orders to a clearing member for execution, is a correspondent of the clearing member whether or not his office is connected by telephonic, telegraphic wire connections to that of the clearing member.

3. Under the provisions of Regulation 416.02, any member doing business with correspondents has the responsibilities therein outlined. 17R (08/01/94)

416.04 Correspondent Accounts - Consistent with its duties under Rule 542.00, the Business Conduct Committee may require that the identities and positions of the beneficial owners of any correspondent account be immediately disclosed to the Business Conduct Committee or to authorized representatives of the Association. If disclosure is not provided and the Business Conduct Committee determines that such failure to provide information is an impediment to the Committee in the discharge of its duties under Rule 542.00, appropriate summary action may be ordered up to and including immediate liquidation of all or a portion of the positions in the correspondent account. Any such summary action shall be taken in accordance with the procedures set forth in Regulation 540.06. (08/01/94)

416.05 Limitations On Acceptance of Agent Business - No member FCM shall solicit or accept any options order for execution on the Exchange which has been solicited, accepted or serviced by any person who is not registered as an associated person of such member FCM. Provided, however, that at such time as any futures association registered under Section 17 of the Commodity Exchange Act has determined to provide for the regulation of the options-related activity of its members in a manner equivalent to that required of contract markets by the Commission, any FCM member of such futures association may solicit or accept options orders for execution on the Exchange in the same manner as FCMs which are members of the Exchange.

Further, no member FCM may solicit or accept options orders from any person whom it has reason to believe may be soliciting options orders in contravention of this Regulation or Regulation 33.3 or the Commission. (08/01/94)

417.01 Notice and Processing of Transfer of Accounts - When a commission merchant goes out of business, or closes one or more offices, or withdraws ordinary facilities for transacting business from one or more offices, the following shall apply:

Upon the transfer of customer accounts in commodity futures contracts by a member or registered eligible business organization, to any other futures commission merchant (member or non-member), the transferor shall immediately give written notice of the transfer to the Secretary of the Association. Such written shall notice shall contain: (1) the name and address of the transferee; (2) the date of the transfer; (3) the number of customer accounts; (4) the net equity of customer funds, and (5) a statement certified by the member, or by a general partner or executive officer whose membership is registered for the transferor, that (a) the transferor has provided prior notice of the transfer to each customer whose account is thus transferred and (b) the transfer has been preceded by reasonable investigation of the transferee by the transferor and that the transferee is a suitable recipient of the transferred accounts.

Upon the transfer of customer accounts by a non-member of the Association, to any member or registered eligible business organization, the transferee shall immediately notify the Secretary in writing that such transfer has occurred and such written notice shall identify the transferor, the date of transfer, the number of customer accounts, and the net equity of customer funds being transferred to such member or registered eligible business organization.

A member or registered eligible business organization, acting as a transferor or transferee, must be able to facilitate a bulk transfer of accounts by use of an automated system as prescribed by the Association.

This regulation applies to all transfers of customer accounts involving members or registered eligible business organizations, who or which are closing facilities unless they are initiated at the unsolicited request of the customers. 1809C (04/01/98)

418.01 Non-Members' Accounts - When a non-clearing member has trading authority over a non-members account carried on a disclosed basis he shall so inform the clearing member carrying the account.

Non-clearing members may be permitted to carry both omnibus and disclosed accounts with clearing members provided that when the non-clearing member used both types of accounts, he shall guarantee the clearing member carrying any disclosed accounts against any loss in such accounts.

The non-clearing member must notify the carrying member that he is carrying both omnibus and disclosed accounts. 1819 (08/01/94)

419.00 Trading for Employees - No member shall accept orders or clear trades for a non-member who is employed by another member nor shall another member accept orders or clear trades for a member who is employed by another member when the name of the employer appears in the transaction. 205 (08/01/94)

420.00 Trading by Employees - No member shall accept marginal accounts of any employee, whether member or non-member, of the Association or of the Clearing Services Provider or of another member unless written consent of the employer be first obtained. 206 (01/01/04)

420.01 Gratuities - (See 206.02) (08/01/94)

420.01A Elective Officers and Non-Member Directors - For purposes of Rule 420.00, Elective Officers and non-member Directors of the Association shall not be considered employees of the Association. (08/01/94)

421.00 Confirmation to Customers - A commission merchant who makes a trade for a member or non-member customer shall confirm the trade to the customer no later than the business day following the day upon which the transaction was consummated. Such confirmation shall be in writing and shall show the commodity or security bought or sold, the amount, the price, and the name of the other party to the contract, and, in the case of a commodity, the delivery month. A non-resident member may give to his customer the name of his resident commission merchant in lieu of the name of the other party to the contract, subject to the right of the customer to receive the name of the other party to the contract upon request.

Where a trade is made by a branch office of a resident member, such branch office being outside of Illinois, the branch office may confirm the trade to the customer without giving the name of the other party to the contract, provided the confirmation has prominently printed or stamped thereon the words, "Name of other party to contract furnished on request." 207 (08/01/94)

421.01 Confirmations - A confirmation of a commission merchant to the customer need not contain the name of the other party to the contract, provided the confirmation has prominently printed or stamped thereon the words, "name of other party to contract furnished on request." 1845 (08/01/94)

421.02 Options Confirmations -

(a) A commission merchant who makes an options trade for a member or non-member customer shall confirm the trade to the customer no later than the business day following the day upon which the transaction was consummated. Such confirmation shall be in writing and shall indicate the customer's account identification number; a separate listing of the amount of the premium and all other commissions, costs and fees; the option series; the expiration date; and the date of the transaction.

(b) In addition, upon the expiration or exercise of any commodity option, each commission merchant must furnish to each customer holding any such option which has expired or been exercised, not later than the next business day, a written confirmation statement which shall include the date of such occurrence, a description of the option involved, and in the case of exercise, the details of the futures position which resulted therefrom.

(c) Notwithstanding paragraphs (a) and (b) of this Regulation, a commodity options transaction that is executed for a commodity pool (investment company) need be confirmed only to the operator of the commodity pool.

(d) With respect to any account controlled by any person other than the customer for whom the account is carried, each commission merchant shall promptly furnish in writing to such other person the information set forth in paragraphs (a) and (b) of this Regulation. (08/01/94)

421.03 Average Price Orders - Member firms may confirm to customers an average price when multiple execution prices are received on an order or series of orders for futures, options or combination transactions. An order or series of orders executed during the same trading day at more than one price may only be averaged pursuant to this regulation if each order is for the same account or group of accounts and for the same commodity and month for futures, or for the same commodity, month, put/call and strike for options.

Any member or member firm that accepts an order pursuant to this regulation must comply with requirements of this regulation and all order recordation requirements.

Upon receipt of an execution at multiple prices for any order subject to this regulation, an average price will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series.

Each Clearing firm that confirms to a customer an average price, must indicate on the confirmation and monthly statement that the price is not an execution price. (10/01/01)

421.05 Allocation of Exercise Notices - The Clearing Services Provider, in an equitable, random manner, shall assign exercise notices tendered by options purchasers to clearing members holding open short options positions; and each clearing member and commission merchant, in an equitable, random or proportional manner, shall assign exercise notices it receives on behalf of customer accounts to such customer accounts holding open short options positions. (01/01/04)

422.00 Investment Company Accounts - (See 507.00) (08/01/94)

423.00 Discretionary Orders - No member or registered eligible business organization shall permit any employee, whether member or non-member, to exercise discretion in the handling of any transaction for a customer for execution on this Exchange, unless prior written authorization for the exercise of such

discretion has been received. A discretionary order is defined as an order that lacks any of the following elements: the commodity, year and delivery month of the contract, number of contracts, and whether the order is to buy or sell.

All partners of a registered partnership, all managers and members of a registered limited liability company and all officers of a registered corporation, shall be considered employees of their firm or corporation for purposes of these discretionary rules and regulations. 151 (04/01/98)

423.01 Discretionary Accounts - It shall be a violation of this regulation for any member or registered eligible business organization

1. To accept or carry an account over which the member or employee thereof exercises trading authority or control for another person in whose name the account is carried, without-

   a. obtaining a signed copy of the Power of Attorney, trading authorization, or other document by which such trading authority or control is given;

   b. sending direct to the person in whose name the account is carried a written confirmation of each trade as provided in Rule 421.00 and a monthly statement showing the exact position of the account, including all open trades figured to the market; and

   c. reflecting the discretionary nature of the account on all statements sent to the account owner.

2. To accept or carry an account over which any third party individual or organization other than the person in whose name the account is carried exercises trading authority or control, without -

   a. obtaining a signed copy of the Power of Attorney, trading authorization, or other document by which such trading authority or control is given; and

   b. obtaining a written acknowledgment from the person in whose name the account is carried that he has received a copy of the account controller's disclosure document, prepared pursuant to CFTC Regulation 4.31, or a written statement explaining why the account controller is not required to provide a disclosure document to the customer.

   (The above acknowledgement of paragraph b. need not be obtained (i) when the person in whose name the account is carried and the individual given trading authority or control are of the same family; or (ii) when the person given trading authority or control is (A) a member, (B) an officer, partner, member, manager or managerial employee of the eligible business organization carrying the account; (C) a bank or trust company organized under federal or state laws or (D) an insurance company regulated under the laws of any state; or (iii) when the account is carried in the name of (A) an employee benefit plan subject to ERISA or organized under the laws of any state (B) an investment company registered under the Investment Company Act of 1940, (C) a bank or trust company organized under federal or state law, (D) an insurance company regulated under the laws of any state; or (E) an exempt organization, as defined in section 501 (c) (3) of the Internal Revenue Code, with net assets of more than $100 million.)

3. To accept or carry the account of a non-member who has given trading authority to a member unless the member carrying the account requires that all orders entered for the account be executed by an individual or individuals other than the member to whom such trading authority is given. This requirement shall not apply where the non-member customer and the member having such trading authority are of the same family. This Regulation shall only apply to open outcry Regular and open outcry Night Trading Hours.

4. For purposes of this Regulation, a person does not exercise trading authority or control if the person in whose name the account is carried or the account controller specifies (1) the precise commodity interest to be purchased or sold, and (2) the exact amount of the commodity interest to be purchased or sold. Provided the foregoing provisions are met, the provisions of this Regulation shall not apply to discretion as to the price at which or the time when an order shall be executed.

The provisions of this Regulation relate only to transactions executed on this Exchange. 1990 (04/01/98)

423.01B Discretionary Trading - The increasing utilization of trading by programmed recommendations, whether by computer, charts or by any means, has brought several questions to the

Rules Committee regarding discretion. These methods tend to create situations requiring the use of discretion and the Rules Committee recommends that member firms treat all such accounts as discretionary accounts unless the member can be certain that the customer(s) has given specific instructions, including price limits and any subsequent price changes relative to orders placed in connection with such trading.

In connection with the above, your attention is called to Rule 423.00 and Regulations 423.01 through 423.03 all having to do with the handling of discretionary accounts. 41R (08/01/94)

423.02 Presumption That Trades Are Pursuant to Discretionary Authority - Every trade in an account over which any individual or organization other than the person in whose name the account is carried exercises trading authority or control shall be rebuttably presumed to have been made pursuant to such trading authority or control. The Power of Attorney, trading authorization or other document by which any individual or organization other than the person in whose name an account is carried exercises trading authority or control over such account can be terminated only by a written revocation signed by the person in whose name the account is carried; by the death of the person in whose name the account is carried; or, where the individual or organization that exercises authority or control over the account is the member carrying the account or an employee thereof, by written notification from the member to the person in whose name the account is held that such member will no longer act pursuant to such trading authorization as of the date provided in the notice. 1991 (08/01/94)

423.03 Supervision of Discretionary Trading by Employees - A Power of Attorney or trading authorization signed by the customer and naming the employee to whom trading authority is given will be considered written authorization of the customer with respect to any discretionary transaction handled by such employee pursuant to such Power of Attorney or trading authorization.

Each account with respect to which an employee has discretionary authority must be given daily supervision by the employer, or by a partner or officer or such other person designated as a compliance officer if the employer is an eligible business organization, to see that trading in such account is not excessive in size or frequency in relation to financial resources in that account. The provisions of this paragraph shall not apply where only one employee of an eligible business organization member firm has discretionary authority if that individual is also the only principal who supervises futures trading activity.

No employee who has not been registered for a minimum of two continuous years as an Associated Person (AP) under CFTC Regulations may exercise the discretion permitted by Rule 423.00. The foregoing requirement may be waived in particular cases by the Business Conduct Committee upon a showing by the applicant of experience equivalent to such a two-year registration. 1992 (04/01/98)

423.04 Customer Orders During Concurrent Sessions - For orders involving concurrently traded contracts, the customer may choose to designate whether the order is to be executed in the open outcry market or on e-cbot. (01/01/04)

423.05 - Anti-Money Laundering - Each member futures commission merchant shall develop and implement a written anti-money laundering program, approved in writing by senior management, that is reasonably designed to achieve and monitor the member FCM's compliance with the applicable requirements of the Bank Secrecy Act (31 U.S.C. 5311, et. seq.), and the implementing regulations promulgated thereunder by the Department of the Treasury and, as applicable, the Commodity Futures Trading Commission. Such anti-money laundering program shall, at a minimum:

1. Establish and implement policies, procedures and internal controls reasonably designed to assure compliance with the applicable provisions of the Bank Secrecy Act and the implementing regulation thereunder;

2. Provide for independent testing for compliance to be conducted by member FCM personnel or by a qualified outside party;

3. Designate an individual or individuals responsible for implementing and monitoring the day-to-day operations and internal controls of the program; and

4. Provide ongoing training of appropriate personnel.

Member FCMs must also supervise and ensure that their guaranteed introducing brokers are in compliance with the anti-money laundering provisions contained in this Regulation.(06/01/03)

Ch4 Position Limits and Reportable Positions
425.01 Position Limits -
(a) For the purposes of this Regulation, the following are definitions of titles used in position limit chart-

Spot Month - Spot month futures-equivalent position limit net long or net short effective at the start of trading on the first business day prior to the first trading day of the spot month.

Single Month - Futures-equivalent position limit net long or net short in any one month other than the spot month.

All Months - Position limit net long or net short in all months and all strike prices combined. Note: Long futures contracts, long call options, and short put options are considered to be on the long side of the market while short futures contracts, long put options, and short call options are considered to be on the short side of the market. For each commodity, the futures-equivalents for both the options and futures contracts are aggregated to determine compliance with the net long or net short same side position limits.

Reportable Futures Level - Reportable futures position in any one month.

Reportable Options Level - Reportable options position in any one month in each option category. Note: Option categories are long call, long put, short call, and short put.

Net Equivalent Futures Position - Each option contract has been adjusted by the prior day's risk factor, or delta coefficient, for that option which has been calculated by the Board of Trade Clearing Corporation.

For the purpose of this Regulation:

(i) An option contract's futures-equivalency shall be based on the prior day's delta factor for the option series, as published by the Board of Trade Clearing Corporation. For example, 8 long put contracts, each with a delta factor of 0.5, would equal 4 futures-equivalent short contracts.

(ii) Long futures contracts shall have a delta factor of +1, and short futures contracts shall have a delta factor of -1.

(iii) Long call options and short put options shall have positive delta factors.

(iv) Short call options and long put options shall have negative delta factors.

(v) An eligible option/option or option/futures spread is defined as an intra-month or inter-month position in the same Chicago Board of Trade commodity in which the sum of the delta factors is zero.

(b) Except as provided in Regulations 425.03, 425.04 and 425.05, the maximum positions which any person may own, control, or carry are as follows:

(Note: All position limits and reportable positions are in number of contracts and are based on futures or *Net Equivalent Futures Positions.

*Please see section (a) of this Regulation for definition.

CONTRACT	*SPOT MONTH	*SINGLE MONTH	*ALL MONTH	*REPORTABLE FUTURES LEVEL	*REPORTABLE OPTIONS LEVEL
Bund	None	None	None	1,000	
Bobl	None	None	None	800	
Schatz	None	None	None	500	
10-Year Interest Rate Swap	None	None	None	500	
5-Year Interest Rate Swap	None	None	None	500	500
CBOT Dow Jones Industrial Average/sm/ Index	None	None	50,000 (aggregate DJIA/sm/ limit, see #9)	100	100
CBOT mini-sized Dow/sm/ ($5 multiplier)	None	None	50,000 (aggregate DJIA/sm/ limit, see #9)	100	100
CBOT Dow Jones - AIG Commodity Index(SM)	None	None	15,000	25	
CBOT 5,000 0Z. Silver	1,500	6,000	6,000	150	
CBOT 100 0Z. Gold	3,000	6,000	6,000	200	
CBOT mini-sized Silver	1,500	1,500	3,000	750	
CBOT mini-sized Gold	4,000	4,000	6,000	600	
U.S. Treasury Bonds	None	None	None	1,000	1,000
mini-sized U.S. Treasury Bonds	None	None	None	1,000	
U.S. Treasury Notes (5 yr.)	None	None	None	800	800
U.S. Treasury Notes (6 1/2-10 yr.)	None	None	None	1,000	1,000
mini-sized U.S. Treasury Notes (6 1/2-10 yr.)	None	None	None	1,000	
U.S. Treasury Notes (2 yr.)	None	None	None	500	500
WI 2 yr. Treasury Notes	8,000 (see #12)	None	8,000 (see #12)	500	
30 Day Fed Fund	None	None	None	300	300
10 Year Municipal Note Index	5,000	None	5,000	100	
mini-sized Eurodollars	10,000	10,000	10,000	400	
Corn and CBOT mini-sized Corn	600 (aggregate, see #10)	5,500 (aggregate, see #1, 10)	9,000 (aggregate, see #1, 3, 10)	150 (individual, see #11)	150
Soybeans and CBOT mini-sized Soybeans	600 (aggregate, see #10)	3,500 (aggregate, see #1, 10)	5,500 (aggregate, see #1, 4, 10)	100 (individual, see #11)	100
Wheat and CBOT mini-sized Wheat	600 (aggregate, see #8, 10)	3,000 (aggregate, see #1, 10)	4,000 (aggregate, see #1, 7, 10)	100 (individual, see #11)	100
Oats	600	1,000 (see #1)	1,500 (see #1, 6)	60	60
Rough Rice	600 (see #5)	1,000	1,000 (see #2)	50	50
Soybean Oil	540	3,000 (see #1,7)	4,000 (see #1,7)	200	200
Soybean Meal	720	3,000 (see #1,7)	4,000 (see #1,7)	200	200

#1 Additional futures contracts may be held outside of the spot month as part of futures/futures spreads within a crop year provided that the total of such positions, when combined with outright positions, do not exceed the all months combined limit. In addition, a person may own or control additional options in excess of the futures-equivalent limits provided that those option contracts in excess of the futures-equivalent limits are part of an eligible option/futures spread.

#2 No more than 500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/options or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#3 No more than 5,500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#4 No more than 3,500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#5 In the last five trading days of the expiring futures month, the speculative position limit for the July futures month will be 200 contracts and for the September futures month the limit will be 250 contracts.

#6 No more than 1,000 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures/equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#7 No more than 3,000 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregate to determine compliance with these net same side single month limits.

#8 In the last five trading days of the expiring futures month in May, the speculative position limit will be 600 contracts if deliverable supplies are at or above 2,400 contracts, 500 contracts if deliverable supplies are between 2,000 and 2,399 contracts, 400 contracts if deliverable supplies are between 1,600 and 1,999 contracts, 300 contracts if deliverable supplies are between 1,200 and 1,599 contracts, and 220 contracts if deliverable supplies are below 1,200 contracts. Deliverable supplies will be determined from the CBOT's Stocks of Grain report on the Friday preceding the first notice day for the May contract month. For the purposes of these regulations, one mini-sized Wheat contract shall be deemed to be equivalent to one-fifth of a corresponding Wheat contract.

#9 The aggregate position limit in CBOT mini-sized Dow/sm/ ($5 multiplier) futures and CBOT DJIA/sm/ futures and options is 50,000 DJIA/sm/ contracts, net long or net short in all contract months combined. For the purposes of these regulations, one mini-sized Dow/sm/ ($5 multiplier) contract shall be deemed to be equivalent to one-half of a DJIA/sm/ futures contract.

#10 The net long or net short positions in Corn, Soybeans, or Wheat contracts may not exceed their respective position limits. The net long or net short positions in mini-sized Corn, mini-sized Soybeans, or mini-sized Wheat contracts may not exceed their respective position limits. The aggregate net long or net short positions in Corn and mini-sized Corn, Soybeans and mini-sized Soybeans, or Wheat and mini-sized Wheat contracts may not exceed their respective position limits. For the purposes of these regulations, one mini-sized Corn, one mini-sized Soybeans, or one mini-sized Wheat contract shall be deemed to be equivalent to one-fifth of a corresponding Corn, Soybeans, or Wheat contract.

#11 The reporting level for the primary contract is separate from the reporting level for the mini-sized contract. Positions in any one month at or above the contract level indicated trigger reportable status. For a person in reportable status, all positions in any month of that contract must be reported. For the purposes of these regulations, positions are on a contract basis.

#12 The Chicago Board of Trade reserves the right to adjust spot month and aggregate position limits in the When Issued (WI) 2-Year U.S. Treasury Note

futures contract based upon changes in the announced auction amount of 2-Year U.S. Treasury Notes. At no time will the spot month speculative position limit be allowed to exceed 17.5 percent of the announced auction size.

Except for the interest of a limited partner or shareholder (other than the commodity pool operator) in a commodity pool, ownership, including a 10% or more financial ownership interest, shall constitute control over an account except as provided in Regulation 425.05.

The maximum positions which any person, as defined in Regulation 425.01 (c), may own or control shall be as set forth herein. However, with respect to the maximum positions which a member firm may carry for its customers, it shall not be a violation of the limits set forth herein to carry customer positions in excess of such limits for such reasonable period of time as the firm may require to discover and liquidate the excess positions or file the appropriate hedge or exemption statements for the customer accounts in question in accordance with Regulations 425.03 and 425.04. For the purposes of this regulation, a "reasonable period of time" shall generally not exceed one business day for those positions that are not subject to the provisions of Regulations 425.03 and 425.04.

However, for any option position that exceeds position limits for passive reasons such as a market move or exercise assignment, the person shall be allowed one business day to liquidate the excess position without being considered in violation of the limits. In addition, if at the close of trading, an option position exceeds position limits when evaluated using the previous day's delta factors, but does not exceed the limits when evaluated using the delta factors for that day's close of trading, then the position shall not constitute a position limit violation.

Note: The Commodity Futures Trading Commission has imposed speculative position limits on Corn, Oats, Soybean, Wheat, Soybean Oil and Soybean Meal futures contracts as provided in Part 150 of CFTC Regulations.

(c) The term "net" shall mean the long or short position held after offsetting long futures positions against short futures positions. The word "person" shall include individuals, associations, partnerships, limited liability companies, corporations and trusts.

(d) The foregoing limits on positions shall not apply to bona fide hedging positions which meet the requirements of Regulations 425.02 and 425.03, nor to positions subject to particular limits granted pursuant to Regulation 425.04.

(e) The Board, or a Committee authorized by the Board may direct any member or registered eligible business organization owning, controlling or carrying a position for a person whose total position as defined in subsection (f) below exceeds the position limits as set forth in subsection (b) above or as specifically determined pursuant to Regulations 425.03 or 425.04 to liquidate or otherwise reduce the position.

(f) In determining whether any person has exceeded the position limits specified in subsection (b) of this Regulation or those limits determined pursuant to Regulations 425.03 or 425.04, or whether a position is a reportable position as set forth in subsections (b) and (g) herein, all positions in accounts for which such person by power of attorney or otherwise directly or indirectly controls trading, except as provided in Regulation 425.05, shall be included with the positions held by such person. Such limits upon positions shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

(g) If a person owns, controls or carries a position equal to or greater than the number of contracts specified in subsection (b) above long or short in any one month, then all such futures and options on such futures contract owned, controlled or carried by that person, whether above the given level or not, shall necessarily be deemed reportable positions. Every member or registered eligible business organization shall report each and every reportable position to the Office of Investigations and Audits at such times and in such form and manner as shall be prescribed by the Business Conduct Committee.

(1) On or before the first day on which any position must be reported as provided above, the member or registered eligible business organization carrying the position must furnish to the Office of Investigations and Audits a report, in the form, manner and content prescribed by the Business Conduct Committee, identifying the owner of the account for which the position must be reported and all persons associated with the account as described in subsection (f) above.

(2) Every member or registered eligible business organization must report each and every reportable position and provide the report required in subsection (1) above for each person within any account carried on an omnibus basis, unless, upon application of the member or registered eligible business organization to the Business Conduct Committee, the nonmember omnibus account specifically is approved to report directly to the Office of Investigations and Audits. (10/01/04)

425.02 Bona Fide Hedging Positions -

(a) General Definition. Bona fide or economically appropriate hedging positions in futures or options shall mean positions in a contract or positions in options on a contract for future delivery on this Exchange, where such positions normally represent a substitute for positions to be taken at a later time in a physical marketing channel, and where they are economically appropriate to the reduction of risks in the conduct and management of a commercial enterprise, and where they arise from:

(1) The potential change in the value of assets which a person owns, refines or merchandises or anticipates owning, refining or merchandising,

(2) The potential change in the value of liabilities which a person owes or anticipates incurring, or

(3) The potential change in the value of services which a person provides, purchases or anticipates providing or purchasing.

Notwithstanding the foregoing, no positions of a person shall be classified as bona fide hedging unless their purpose is to offset price risks incidental to that person's commercial cash or spot operations and such positions are established and liquidated in an orderly manner in accordance with sound commercial practices and unless the provisions of Regulation 425.03 have been satisfied.

(b) Enumerated Hedging Positions. For purposes of Regulation 425.03, the definition of bona fide or economically appropriate hedging positions in subsection (a) above includes, but is not limited to, the following specific positions:

(1) Sales of any commodity for future delivery, purchases of any put options on futures contracts and/or sales of any call options on futures contracts, which do not exceed in quantity:

(i) Ownership of the same cash commodity by the same person, and

(ii) Fixed-price purchases of the same cash commodity by the same person.

(2) Purchases of any commodity for future delivery, sales of any put options on futures contracts and/or purchases of any call options on futures contracts, which do not exceed in quantity:

(i) Fixed-price sales of the same cash commodity by the same person; and

(ii) The quantity equivalent of fixed-price sales of the cash products and derivative products of such commodity by the same person.

(3) Sales and purchases of commodities for future delivery or of options on contracts for future delivery described in subsections (b)(1) and (b)(2) may also be offset by the same or other quantities of a different cash commodity, provided that the fluctuations in the value of the position for future delivery or of the commodity underlying the option contract are substantially related to the fluctuations in the value of the actual cash position.

(c) Non-Enumerated Hedging Positions. The Board, or a Committee authorized by the Board, may recognize positions other than those enumerated in subsection (b) as bona fide or economically appropriate hedging positions, in accordance with the general definition of bona fide or economically appropriate hedging positions in Regulation 425.02(a), upon the filing of a satisfactory initial statement in accordance with Regulation 425.03. Such positions may include:

(1) Short-hedging positions (including long put options or short call options) of unsold anticipated positions in the same cash commodity by the same person;

(2) Long-hedging positions (including long call options or short put options) of unfilled anticipated requirements of the same cash commodity by the same person;

(3) Short or long cross-hedging positions, provided that the fluctuations in the value of the positions for future delivery or the commodity underlying the options positions are substantially related to the fluctuations in the value of the anticipated cash positions; or

(4) Any other positions in commodities for future delivery or options on futures contracts, including those established under the concept of "delta-ratio hedging", under such terms and conditions as the Board, or a Committee authorized by the Board, may specify.

(d) Cash positions described in subsections (b) and (c) above shall not include those positions or portions of positions which are bona fide hedging positions in futures or economically appropriate hedging positions in options pursuant to Regulations 425.02 and 425.03.

Note: Corn, Oats, Soybean, Soybean Oil, Soybean Meal and Wheat futures contracts are subject to Commodity Futures Trading Commission Regulation 1.3(z), which defines bona fide hedging transactions and positions. (10/01/00)

425.03 Reporting Requirements For Bona Fide or Economically Appropriate Hedging Positions in Excess of Limits -

(a) Initial Statement. Every member or registered eligible business organization which owns, controls, or carries positions on behalf of a person who seeks classification of such positions as bona fide or economically appropriate hedging positions must file a statement satisfactory to designated staff or a Committee authorized by the Board in order to classify such positions as bona fide or economically appropriate hedging positions within the meaning of Regulation 425.02. The initial statement of the member or registered eligible business organization filed on behalf of a person shall be filed no later than 10 business days after the day on which the person's position exceeds the speculative limit for each contract specified in Regulation 425.01 (a), and shall include:

(1) A description of the kinds of intended positions and their potential size;

(2) A statement affirming that the kinds of intended positions are bona fide or economically appropriate hedging positions; and

(3) With respect to the kinds of intended positions that are described as non-enumerated hedging positions under Regulation 425.02(c), a justification that the kinds of intended positions are consistent with the definition of bona fide or economically appropriate hedging positions within the meaning of Regulation 425.02(a).

(b) Supplemental Statements. Whenever there is a material change in the information provided in the person's most recent statement pursuant to this Regulation, a supplemental statement which updates and confirms previous information shall be filed with designated staff or a Committee authorized by the Board by every member or registered eligible business organization owning, controlling or carrying such person's position. The supplemental statement shall be filed no later than 10 business days after the day on which the person's position exceeds the level specified in the most recent statement.

(c) A Committee or designated staff authorized by the Board will monitor bona fide or economically appropriate hedging positions. The initial and supplemental statements prescribed in subsections (a) and (b) above must be submitted to the Office of Investigations and Audits and shall be maintained on a confidential basis. The Board, or a Committee or designated staff authorized by the Board may request additional relevant information necessary to ensure compliance with this Regulation 425.03. (10/01/00)

425.04 Exemptions From Position Limits -

(a) The Board, or a Committee authorized by the Board, may establish particular position limits on those positions of a person normally known as "spreads, straddles or arbitrage," including:

(1) intramarket spreads;

(2) intermarket spreads;

(3) cash-futures arbitrage, where "cash" is defined as spot or forward positions; or

(4) eligible option/option or option/futures spreads as defined in Regulation 425.01.

In addition, the Board or a Committee authorized by the Board, may establish, on a case by case basis, particular maximum position limits on certain risk management positions in interest rate, stock index and currency futures and options, including:

(1) Long positions (futures, long calls, short puts) whose underlying commodity value does not exceed the sum of:

(i) Cash set aside in an identifiable manner, or any of the following unencumbered instruments so set aside, with maturities of less than 1 year: U.S. Treasury obligations; U.S. agency discount notes; commercial paper rated A2 or better by Standard & Poors and P2 or better by Moody's; banker's acceptances; or certificates of deposit, plus any funds deposited as margin on such positions; and

(ii) Accrued profits on such positions held at the futures commission merchant.

(2) Long positions (futures, long calls) whose underlying commodity value does not exceed the sum of:

(i) The value of equity securities, debt securities, or currencies owned and being hedged by the trader holding such futures or option position, provided that the fluctuations in value of the position used to hedge such securities are substantially related to the fluctuations in value of the securities themselves; and

(ii) Accrued profits on such positions held at the futures commission merchant.

(3) Short calls whose underlying commodity value does not exceed the sum of:

(i) The value of securities or currencies underlying the futures contract upon which the option is based or underlying the futures contract upon which the option is based or underlying the option itself and which securities or currencies are owned by the trader holding such option position; and

(ii) The value of securities or currencies whose price fluctuations are substantially related to the price fluctuations of the securities or currencies underlying the futures contract upon which the option is based or underlying the option itself and which securities or currencies are owned by the trader holding such option position.

Risk management positions eligible for particular position limits under this Regulation do not include

those considered as bona fide or economically appropriate hedging positions as defined in Regulation 425.02.

(b) Requirements for Exemptions from Position Limits. Every member or registered eligible business organization which owns, controls or carries positions on behalf of a person who wishes to make purchases or sales of any commodity for future delivery or any option on a contract for future delivery in excess of the position limits then in effect, shall file statements on behalf of the person with the Exchange, in such form and manner as shall be prescribed by the Board, or by a Committee authorized by the Board, in conformity with the requirements of this subsection.

(1) Initial Statement. Initial statements concerning the classification of positions normally known in the trade as "spreads, straddles or arbitrage," or risk management positions, as described in subsection (a) above, for the purpose of subjecting such positions to particular position limits above those specified in Regulation 425.01 (a), shall be filed with designated staff or Committee authorized by the Board no later than 10 business days after the day on which such positions exceed the position limits then in effect. Such statements shall include information necessary to enable the Board, or a Committee authorized by the Board, to make a determination that the particular kinds of intended positions should be eligible for a higher position limit, including, but not limited to:

(i) A description of the specific nature and size of positions for future delivery or in options on contracts for future delivery and offsetting cash, forward or futures positions, where applicable, and affirmation that intended positions to be maintained in excess of the limits set forth in Regulation 425.01 (a) will be positions as set forth in subsection (a) above; and

(ii) In the case of risk management positions, information on the cash portfolio being managed and/or any cash or cash market instruments held in connection with the intended risk management position, as well as other information relevant to the conditions specified in subsection (a) above. Of particular interest are whether the cash market underlying the futures or option market has a high degree of demonstrated liquidity relative to the size of the positions, and whether there exist opportunities for arbitrage which provide a close linkage between the cash market and the futures or options market in question; and whether the positions are on behalf of a commercial entity, including parents, subsidiaries or other related entities, which typically buys, sells or holds the underlying or a related cash market instrument.

(2) Supplemental Statements. Whenever there is a material change in the information provided in the person's most recent statement pursuant to this Regulation, a supplemental statement which updates and confirms previous information shall be filed with designated staff or a Committee authorized by the Board by every member or registered eligible business organization owning, controlling or carrying such person's position. The supplemental statement shall be filed no later than 10 business days after the day on which the person's position exceeds the level specified in the most recent statement.

(c) A Committee or designated staff authorized by the Board will monitor the positions maintained by persons who have obtained particular position limits under the provisions of this Regulation. The initial and supplemental statements prescribed in subsections (b)(1) and (b)(2) above must be submitted to the Office of Investigations and Audits and shall be maintained on a confidential basis. The Board, or a Committee or designated staff authorized by the Board, may request additional relevant information necessary to ensure compliance with this Regulation 425.04, and may, for any good reason, amend, revoke or otherwise limit the particular position limits established.

(d) The provisions of this Regulation 425.04 shall not apply to Corn, Oats, Soybean, Wheat, Soybean Oil and Soybean Meal futures and options contracts traded on the Exchange. (10/01/00)

425.05 Exemption from Aggregation for Position Limit Purposes -

(a). Positions carried for an eligible entity as defined in Commodity Futures Trading Commission Regulation 150.1(d), in a separate account or accounts of an independent account controller, as

defined in Commodity Futures Trading Commission Regulation 150.1(e) may exceed the position limits set forth in Regulation 425.01 to the extent such positions are positions not for the spot month and which are carried for an eligible entity as defined by Commodity Futures Trading Commission Regulation 150.1 or such other persons as the Commission deems exempt pursuant to Regulation 150.3, in the separate account or accounts of an independent account controller provided however, that the overall positions held or controlled by each such independent account controller may not exceed the limits specified in Regulation 425.01.

(b) Additional Requirements for Exemption of Affiliated Entities - If the independent account controller is affiliated with the eligible entity or another independent account controller, each of the affiliated entities must:

1) Have and enforce, written procedures in place to preclude such account controllers from having knowledge of, gaining access to, or receiving data about, trades of other account controllers. Such procedures must include document routing, and other procedures or security arrangements, including separate physical locations, which would maintain the independence of their activities provided, however, that such procedures may provide for the disclosure of information which is reasonably necessary for an eligible entity to maintain the level of control consistent with the fiduciary responsibilities and necessary to fulfill its duty to supervise diligently the trading done on its behalf;

2) Trade such accounts pursuant to separately developed and independent trading systems and market such trading systems separately; and

3) Solicit funds for such trading by separate Disclosure Documents that meet the standards of Commodity Futures Trading Commission Regulation 4.21.

(c) Upon request by the Board or a Committee authorized by the Board or such person responsible for the supervision of the Office of Investigations and Audits, any person claiming an exemption from speculative position limits under this Regulation must provide to the Exchange such information as specified in the request relating to the positions owned or controlled by that person; trading done pursuant to the claimed exemption; the futures, options, or cash market positions which support the claim of the exemption; and the relevant business relationships supporting a claim of exemption. (10/01/00)

425.06 Position Accountability for U.S. Treasury Bonds - A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in U.S. Treasury Bond futures and mini-sized U.S. Treasury Bond futures of more than 10,000 U.S. Treasury Bond futures contracts, and/or futures-equivalent contracts net long or net short in all months and strike prices combined, or net long or net short futures contracts in the spot month, or 25,000 option contracts for all months and all strike prices combined in each option category as defined in Regulation 425.01 (a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (10/01/01)

425.07 Position Accountability for Long-Term, Medium-Term and Short-Term Treasury Notes - A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in Long-Term Treasury Note futures and mini-sized Long-Term U.S. Treasury Note futures of more than 7,500 Long-Term Treasury Note futures contracts, and/or futures-equivalent contracts or more than 7,500 Medium-Term Treasury Note futures and/or futures-equivalent contracts, or more than 7,500 Short-Term Treasury Note futures and/or futures-equivalent contracts net long or net short in all months and strike prices combined, or net long or

net short futures contracts in the spot month, or 20,000 option contracts for all months and all strike prices combined in each option category as defined in Regulation 425.01 (a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in Long-Term Treasury Notes mini-sized Long-Term U.S. Treasury Notes, Medium-Term Treasury Notes, or Short-Term Treasury Notes which exceeds the above-referenced 7,500 futures and/or futures-equivalent contracts or 20,000 option contracts level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (11/01/03)

425.08 Position Accountability for 30-Day Fed Funds Contracts - A person as defined in Regulation 425.01(b), who owns or controls more than 3,000 30-Day Fed Fund futures contracts, and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short in the spot month, shall thereby be subject to the following provisions:

- Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in 30-Day Fed Fund futures contracts which exceeds the above-referenced 3,000 contract level.

- Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney of otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (04/01/03)

425.09 Position Accountability for mini-sized U.S. Treasury Bonds - A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in mini-sized U.S. Treasury Bond futures and U.S. Treasury Bond futures of more than 20,000 mini-sized U.S. Treasury Bond futures, and/or futures-equivalent contracts net long or net short in all months combined, or net long or net short futures contracts in the spot month as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (10/01/01)

425.10 Position Accountability for mini-sized Long-Term U.S. Treasury Notes - A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in mini-sized Long-Term U.S. Treasury Note futures and Long-Term Treasury Note futures of more than 15,000 mini-sized Long-Term U.S. Treasury Note futures and/or futures-equivalent contracts, net long or net short in all months combined, or net long or net short futures contracts in the spot month as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in mini-sized Long-Term U.S. Treasury Notes, which exceeds the above-referenced 15,000 futures and/or futures-equivalent contracts.

- - Such positions must be initiated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such persons. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. (10/01/01)

425.11 Position Accountability in CBOT(R) 10-Year Municipal Note Index Futures - In conjunction with Regulation 425.01, a person as defined in Regulation 425.01(c), who owns or controls an aggregate position in CBOT(R) 10-Year Municipal Note Index futures shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. (11/01/02)

425.12 Position Accountability in CBOT(R) 10-Year Interest Rate Swap Contracts - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 CBOT(R) 10-year Interest Rate Swap futures and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short futures in the spot month, or 15,000 options for all months and strike prices combined in each option category as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in CBOT(R) 10-Year Interest Rate Swap contracts that exceeds the above-referenced levels of 5,000 futures or futures-equivalent contracts or 15,000 options.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. Nothing herein shall limit the jurisdiction of the Association. (12/01/02)

425.13 Position Accountability in CBOT(R) 5-Year Interest Rate Swap Contracts - - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 CBOT(R) 5-year Interest Rate Swap futures and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short futures in the spot month, or 15,000 options for all months and strike prices combined in each option category as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in CBOT(R) 5-Year Interest Rate Swap contracts that exceeds the above-referenced levels of 5,000 futures or futures-equivalent contracts or 15,000 options.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. Nothing herein shall limit the jurisdiction of the Association. (12/01/02)

425.14 Position Accountability in Bund Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bund futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bund futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.15 Position Accountability in Bobl Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bobl futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bobl futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.16 Position Accountability in Schatz Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Schatz futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Schatz futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.14 Position Accountability in Bund Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bund futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bund futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.15 Position Accountability in Bobl Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bobl futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bobl futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or

otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.16 Position Accountability in Schatz Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Schatz futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Schatz futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

430.00 Deposits by Customers - A member acting as commission merchant for a customer (member or non-member) may require from such customer a deposit, as indemnity against liability, and subsequent deposits to the extent of any adverse fluctuations in the market price. Such deposits must be made with the commission merchant within a reasonable time after demand, and, in the absence of unusual circumstances, one hour shall be deemed a reasonable time. The failure of the customer to make such deposit within such time, shall entitle, but shall not obligate, the commission merchant to close out the trades of the defaulting customer. If the commission merchant is unable to effect personal contact with the customer, a written demand left at the office of the customer, during business hours, shall be deemed sufficient. 209 (08/01/94)

431.00 Margins - No member may accept or carry an account for a customer, whether a member or non-member, without proper and adequate margin. The Exchange shall fix minimum margin requirements.

The provisions of the foregoing paragraph do not apply to a non-clearing member who makes his own trades or who on the Floor gives his orders for trades which are exclusively for his own account and pays the brokerage thereon. 210 (08/01/94)

431.00A Permit Holder Interpretation - The term 'non-clearing member' in paragraph 2 of Rule 431.00 should be interpreted to include Permit Holders. (08/01/94)

431.01 Margins - Non-Clearing Members - A non-clearing member who makes his own futures trades or who on the Floor gives his orders for futures trades which are exclusively for his account shall be subject solely to the provisions of this Regulation. All futures transactions in such account shall be margined to the market. 1822B (08/01/94)

431.02 Margin Requirements - Margin requirements shall at all times be those requirements currently in effect. Changes in margin requirements shall be effective on all transactions.

1. Transferred to Regulations 431.03 and 431.05.

2. Clearing members may carry contracts for future delivery for foreign and domestic correspondents on a gross margin basis as provided in Paragraph 3 of Regulation 431.03, but only to the extent that such contracts are those of customers and non-customers of the foreign and domestic correspondents.

3. If stocks, bonds or similar collateral, which must be free from liens and from any impediments to negotiability, are deposited with a member specifically to secure transactions which are executed on this Exchange, the current market value less the applicable haircut as specified in SEC Rule 15c3-1(c)(2)(vi) may be considered as margin value to such transactions.

   A registered futures commission merchant shall not accept as margin, pledge, hypothecate, assign or factor any customer owned warehouse receipt other than a warehouse receipt that is eligible for delivery in satisfaction of futures contracts at a contract market.

4. Foreign currencies or foreign government securities which are deposited with a member for margin purposes must be reported at the current rate of exchange to the dollar equivalent. The margin value will be determined by Regulation 431.02 paragraph 3.

5. In computing minimum margin requirements for any customer equities or impairment resulting from change in market prices shall be regarded as money equivalents.

6. No member shall extend any credit or give any rebate or gratuity of any kind to any person for the purpose of circumventing or evading minimum margin requirements.

7. It shall be incumbent upon each member to require satisfactory evidence that all hedging trades are bona fide hedging trades. A letter from a customer so stating will be considered "satisfactory evidence" under this paragraph unless there is reason to suspect otherwise.

8. An account shall be entitled to spread margins, whenever said account is in a spread position. The carrying member shall designate spread position on his margin records.

9. When a correspondent member's account with the clearing member consists of trades which are spreading trades, such account may be carried as a spreading account by the clearing member.

10. It shall be incumbent upon each member financing purchases of cash grain for country elevator customers to require satisfactory evidence that funds so loaned are not used to margin future contracts other than for the purpose of hedging cash grain.

    When a customer states that funds required to fully margin his account are being transmitted at once, the member may consider this assurance in lieu of cash for a reasonable period. Members are required to keep written records of all margin calls, whether made in writing or by telephone.

11. Members shall not accept orders for new trades from a customer, unless the minimum initial margin on the new trades is deposited and unless the margin on old commitments in the account equals or exceeds the initial requirements on hedging and spreading trades and/or the maintenance requirements specified in Regulations 431.03 and 431.05 on all other trades. If the customer has a credit in excess of the initial margin requirements on all old commitments in his account, this may be used as part or all of the initial margins required on new commitments. However, credits in excess of maintenance margins and less than initial margin requirements may not be used.

12. No customer shall be permitted to make withdrawals from an account when the margin therein is less than the minimum initial margin specified in Regulations 431.03 and 431.05 or when the withdrawals would impair such minimum requirements.

13. No member may carry for a customer spreading transactions when the customer's account, figured to the market, would result in a deficit. Minimum maintenance margins required on other transactions are specified in Regulations 431.03 and 431.05. When a customer's account drops below the maintenance margin level, the account must be brought back to initial margin requirements. The failure of a member to close the customer's account before it results in such deficit or undermargined condition shall not relieve the customer of any liability to the member, nor shall such failure on the part of a member amount to an extension of credit to the customer if the member in the exercise of reasonable care has been unable to close the account without incurring such deficit or undermargined condition.

14. A member may use his discretion in permitting a customer having an established account to trade during any day without margining each transaction, provided the net position resulting from the day's trading is margined as required by Rules 286.00, 431.00 and Regulations 431.02, 431.03 and 431.05.

15. When a customer switches an open interest in the same grain from one future to another and the orders for the purchase and sale are placed simultaneously, no additional margins need be required by his commission merchant because of such switch. However, if such orders are not placed simultaneously, the new position should be margined on the basis of minimum initial margin requirements.

16. A bona fide hedger, in financial instruments, reporting positions on a gross basis pursuant to Regulation 705.01, must pay appropriate margins on the gross positions reported during the delivery month. 1822 (12/01/03)

431.02A Hedging Transactions - WHEREAS, Regulation 431.02(7) makes it incumbent "upon each member to require satisfactory evidence that all hedging trades are bona fide hedging trades," and

WHEREAS, Regulation 431.02(7) further states that "a letter from a customer so stating will be considered 'satisfactory evidence' unless there is reason to suspect otherwise;"

NOW THEREFORE, BE IT RESOLVED that whenever a non-member customer of a member or member firm carries in its hedging account an open position in any Board of Trade futures contract exceeding speculative position limits established by the Association, it shall be incumbent upon the member or member firm to satisfy itself, and to be able to confirm to the Business Conduct Committee that the open position of such non-member customer, to the extent that it exceeds such speculative position limits, represents bona fide hedging transactions.

BE IT FURTHER RESOLVED that this resolution be published as a Ruling of the Association. 42R (08/01/94)

431.03 Margin on Futures -

Under the provisions of Rule 431.00, the Exchange shall, from time to time, determine the minimum initial and maintenance margins for futures transactions, including hedging and spreading transactions. (12/01/03)

431.03B Margins-The Rules Committee was asked the following questions:

(1) Is it permissible for a carrying broker to maintain an account with a bank where it is specified that the deposits therein are made at the request of a particular client - such funds not necessarily being those of the client.

(2) Is it permissible to maintain such an account, limiting it to the amounts deposited by such client.

The Committee is unanimously of the opinion that these practices are a violation of the Association's minimum margin Rules and Regulations. They constitute the extending of credit for margins. 40R (08/01/94)

431.04 Notice of Undermargined Omnibus Accounts-(See 285.05) (08/01/94)

431.05 Margin on Options-Under the provisions of Rule 431.00, the hereby establishes that minimum margins for option transactions will be determined by the *Standard Portfolio Analysis of Risk- (SPAN-) margin calculations, or as otherwise determined by the Exchange.

(12/01/03)

431.06 Margin on Options-Non-Clearing Members--A non-clearing member who makes his own option trades or who on the Floor gives his orders for option trades which are exclusively for his account shall be subject solely to the provisions of the *Standard Portfolio Analysis of Risk-margin (SPAN-).

For all long option positions premium must be paid in full when the position is initiated.

*"SPAN-" and "Standard Portfolio Analysis of Risk-" are trademarks of the Chicago Mercantile Exchange. The Chicago Mercantile Exchange assumes no liability in connection with the use of SPAN by any person or entity.

432.00 Customers' Securities--The improper use of a customer's securities is inconsistent with just and equitable principles of trade. 211 (08/01/94)

433.00 Agreement for Use of Securities--An agreement between a member and a customer, authorizing the member to pledge securities, either alone or with other securities carried for the account of the customer, either for the amount due thereon or for a greater amount, or to lend such securities, does not justify the member in pledging or loaning more of such securities than is fair and reasonable in view of the indebtedness of said customer to said member.

No form of general agreement between a member and a customer shall warrant the member in using securities carried for the customer for delivery on sales made by the member for his own account, or for any account in which the firm or corporation of said member or of any general or special partner therein is directly or indirectly interested. 212 (08/01/94)

433.01 Construction of Rules 432.00 and 433.00--A customer's wholly owned securities and/or excess collateral (securities in excess of the approximate amount required to enable the member carrying the account to finance it) must be segregated in a manner which clearly identifies their ownership. The member carrying the account shall keep a record of the location of such segregated securities and the means by which their ownership may be identified. When such securities are in the custody of another broker, the member carrying the account shall keep such other broker fully informed at all times as to the specific securities to be segregated. This Regulation applies to both odd lots and round lots. (08/01/94)

443.00 Exempt Transactions--The provisions of the Rules and Regulations respecting member rates of commission and brokerage rates shall be superseded not later than March 4, 1978. 219A (08/01/94)

444.01 Transfer Trades; Exchange of Futures for Physicals and Give-up Transactions--Transfer trades, or office trades, are defined and limited to trades made upon the books of a commission merchant for the purpose of: (a) transferring existing trades from one account to another within the same office where no change in ownership is involved; or, (b) transferring existing trades from the office of one commission merchant to the office of another commission merchant where no change in ownership is involved, provided that no such transfer may be made for the purpose of evading and avoiding delivery on such trades and provided further that if such transfer is made after receipt from the Clearing Services Provider of a notice of intention to deliver applicable to such trades, then the notice of intention to deliver must be passed through the Clearing Services Provider along with the trades so transferred and the Clearing Services Provider shall thereupon pass the notice of intention to deliver to the commission merchant to whom such transfer has been made and delivery shall be taken by such commission merchant; or, (c) exchanging futures for cash commodities or in connection with cash commodities transactions; or, (d) exchanging futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04; or, (e) exchanging futures for, or in connection with, over-the-counter derivative transactions involving those futures designated in Regulation 444.06; or (f) to establish the prices of cash commodities; or, (g) correcting errors on cleared trades, provided the original trade documentation confirms the error and the special clearing code or screen designated by the Board of Directors has been used to identify these transfers; or (h) reporting Block Trade transactions for any contract that is eligible for Block Trade transactions under Regulation 331.05; or (i) transferring trades executed on behalf of another commission merchant from the account of the executing commission merchant to the account of the other commission merchant customer where no change of ownership is involved, provided that the special clearing code or screen designated by the Board of Directors has been used to identify these transfers. The Business Conduct Committee ("BCC") or designated staff pursuant to delegated authority, may, in its discretion, upon written request, exempt a transfer trade from the requirements of this provision providing that the transfer trade is made for the purpose of combining the positions held by two or more commodity pools which are operated by the same commodity pool operator and traded by the same commodity trading advisor, pursuant to the same strategy, into a single account so long as the transfer does not result in the liquidation of any open positions, and the pro rata allocation of interests in the consolidating account does not result in more than a de minimis change in the value of the interest of any pool participant. Additionally the BCC, or designated staff pursuant to delegated authority, in its discretion, upon written request, may exempt such other transfers in connection with or as a result of, a merger, asset purchase, consolidation or similar non-recurring transaction between two or more entities where one or more entities become the successor in interest to one or more other entities.

Give-up transactions must be transferred in accordance with the procedure provided in subparagraph (h) above. In the case of give-up transactions, the commission merchant ("executing commission merchant") executing a trade on behalf of another commission merchant (the "carrying commission merchant") (including such carrying commission merchant's customers) must submit the trade to the Clearing Services Provider for clearing, and remains responsible for the clearing and settlement of such trade as prescribed by the Clearing Services Provider. Executing commission merchants and carrying commission merchants must utilize an automated invoicing system for commission payments resulting from give-up transactions, as determined by the Board of Directors. Notwithstanding the foregoing, the executing commission merchant, carrying commission merchant and, as applicable, the customer on the account at the carrying commission merchant for which the trade is executed, may by agreement set out their respective obligations and financial responsibility to one another relating to the transfer of the trade.

The exchange of futures in connection with cash commodity transactions or of futures for cash commodities or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04, or the exchange of futures for, or in connection with, over-the-counter derivative transactions involving those futures designated in Regulation 444.06 may be made at such prices as are mutually agreed upon by the two parties to the transaction.

All transfer trades made between the offices of two commission merchants and all office trades made in connection with cash commodity transactions or the exchange of futures for cash commodities or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04 or the exchange of futures for, or in connection with, over-the-counter derivatives involving those futures designated in Regulation 444.06 shall be

designated by proper symbol as transfer or office trades and must be cleared through the Clearing Services Provider in the regular manner.

Transfer trades must be made at the same price or prices which appear on the books of the transferring commission merchant, and the transfer must also show the date when such trade or trades were originally made. However, the BCC, or designated staff pursuant to delegated authority, in its discretion upon written request, may permit the transfer of positions at settlement price if such transfer is made as a result of, or in connection with, a merger, asset purchase, consolidation or similar non-recurring transaction where the entity to which the positions are transferred becomes the successor in interest to the entity from which the transfer originated. All such transfers shall retain the original trade date of the positions. Additionally, those transfers involving a debtor as defined by and in accordance with Regulation 272.02 shall retain the original trade date for purposes of delivery but shall be entered on the books of the transferee at the settlement price on the day of the transfer. In addition, each party to transfer trade transactions shall file with the Clearing Services Provider a memorandum stating the nature of the transaction, whether the transaction has resulted in a change of ownership, the kind and quantity of cash commodity, swap, or over-the counter derivative option if any is involved, the kind, quantity and price of the commodity future, the name of the opposite Clearing member, if any, and such other information as the Clearing Services Provider may require. 1809A (03/01/04)

444.01A Transfer Trades and Inter-Market Spreads - - Owing to the fact that some questions have arisen as to what may properly be handled in the way of give-ups, as office trades or transfer trades, particularly in connection with the new Commodity Exchange Act, the Directors have found it necessary to clarify this situation with certain interpretations which will be mailed to all members shortly. In the meantime, there is one point which seems important because of the past custom of the trade, and we wish to call attention to it. In case a house has spread orders between markets at a guaranteed difference, such as buying Winnipeg or Minneapolis or Kansas City and selling Chicago at a fixed difference, it has been customary in the past in the event they found some other house going the other way at the same difference to exchange futures in the two markets in order to consummate the spread. In other words, this was done by give-ups rather than by pit executions. Under the new interpretation, such a give-up is not permissible, inasmuch as it involves a change of ownership and is not a give-up against a cash transaction, as interpreted by the Commodity Exchange Act or the Board of Trade Rules. Accordingly, it will not be permissible to exchange futures in the form of give-ups under such circumstances, which will compel the actual filling of these limited spreads by means of pit executions.

While this appears to work a certain amount of hardship, it seems to be required in order to conform to the law and to the Rules of the Association; and, accordingly, attention is directed to it in order to avoid possible confusion where spreads are being worked between two markets. (08/01/94)

444.01B Prohibition on Exchange of Futures for Cash Commodities, and on Exchange of Futures for, or in Connection with, Swap Transactions and on Exchange of Futures for, or in connection with OTC Agricultural Transactions Involving Multi-Parties--The exchange of futures for cash commodities or in connection with cash commodity transactions or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04 may occur only when the buyer of the futures contracts is the seller of the cash commodity or swap and the seller of the futures contracts is the buyer of the cash commodity or swap. However, a Member Firm may facilitate, as principal, the cash commodity component of an Exchange for Physical (EFP) on behalf of a customer, provided that the Member Firm can demonstrate that the cash commodity transaction was passed through to the customer that received the futures position as part of the EFP transaction. The exchange of futures for, or in connection with, over-the-counter derivative transactions involving those futures designated in Regulation 444.06 may occur only when the buyer and seller of the futures contracts are the opposing sides to the OTC transaction and have respectively, the short and long market exposure associated with the OTC transaction. All such transactions must be submitted to the clearing Services Provider by a clearing firm acting on its own behalf or for the beneficial account of a customer who is a party to the transaction. (03/01/04)

444.02 Clearance of Exchanges of Futures for Physicals Transactions, of Exchanges of Futures for, or in Connection with, Swap Transactions, and of Exchange of Futures for, or in Connection with, OTC Transactions - With respect to the futures portion of an exchange of future for physical transaction or an exchange of futures for swap transaction involving those futures designated in Regulation 444.04, or an exchange of futures for an over-the-counter derivative transaction involving those futures designated in Regulation 444.06, clearing firms on opposite sides of the transaction must subsequently approve the terms of the transaction, including the clearing firm (division), price, quantity, commodity, contract month and date prior to submitting the transaction to the Clearing Services Provider. (03/01/04)

444.03 Transfer Trades in a Delivery Month--During the delivery month and 2 business days prior to the first delivery day, (or in the case of crude petroleum during position month) transfer trades for the purpose of offsetting existing positions where no change of ownership is involved are prohibited when the date of execution of the position being transferred is not the same as the transfer date. Positions carried at different houses for the same owner 2 business days prior and to a delivery month and thereafter (or in the case of crude petroleum during position month) are required to be offset in the pit or

through the normal delivery process. The receiving firm has the responsibility to assure compliance with this regulation. (08/01/94)

444.04 Exchange of Futures for, or in Connection with, Swap Transactions Involving U.S. Treasury Bond Futures, 10-Year U.S. Treasury Note Futures, 5-Year U.S. Treasury Note Futures, 2-Year U.S. Treasury Note Futures, Dow Jones-AIG Commodity Index futures, 10-Year Municipal Note Index Futures, 10-Year Interest Rate Swap Futures and 5-Year Interest Rate Swap futures--An exchange of futures for, or in connection with, a swap transaction (EFS) consists of two discrete, but related, transactions; a swap transaction and a futures transaction. At the time such transaction is effected, the buyer and seller of the futures must be, respectively, the seller and the buyer of the swap. The swap component shall involve the commodity underlying the futures contract (or a derivative, by-product or related product of such commodity). The quantity covered by the swap must be approximately equivalent to the quantity covered by the futures contracts. (03/01/04)

444.05 Transfer Trades for the Purpose of Offsetting mini-sized Dow/SM/ Futures ($5 multiplier) and CBOT(R) Dow Jones Industrial Average/SM/ (DJIA/SM/) Futures - - With the consent of the account controller, a clearing member may offset and liquidate long mini-sized Dow/SM/ futures ($5 multiplier) positions against short DJIA/SM/ futures positions, or short mini-sized Dow/SM/ futures ($5 multiplier) positions against long DJIA/SM/ futures positions, held in the same contract month and year and in the same account in a ratio of 2 (two) mini-sized Dow/SM/ ($5 multiplier) contracts to 1 (one) DJIA/SM/ contract. The clearing member shall notify the Clearing Services Provider of offsetting positions by submitting reports to the Clearing Services Provider in such form and manner as the Clearing Services Provider shall specify. The positions being offset shall be transferred to a holding account at the Clearing Services Provider and long and short positions in the same contract month in the holding account will be netted, thus reducing the number of open positions in such contract. (01/01/04)

444.06 Exchange of Futures For, Or in Connection With, OTC Transactions Involving Corn, Soybeans, Soybean Meal, Soybean Oil, Wheat, Oat and Rice Futures - An exchange of futures for, or in connection with, an over-the-counter (OTC) derivative transaction (an EFR transaction) consists of two discrete, but related, transactions; an OTC transaction and a futures transaction. At the time such transaction is effected, the buyer and seller of the futures contracts must be the opposing sides to the OTC transaction and have, respectively, the short and long market exposure associated with the OTC transaction. The OTC transaction shall involve the commodity underlying the futures contract (or a derivative, by-product or related product of such commodity). The quantity covered by the OTC transaction must be approximately equivalent to the quantity covered by the futures contracts. The OTC component of an EFR must comply with any applicable regulatory requirements prescribed by the Commodity Futures Trading Commission. (07/01/03)

450.00 Exchange Service Fees -

(a) members, membership interest holders and member firms. Each Full and Associate Member (hereinafter referred to as "Members"), Membership Interest Holder and member firm shall be obligated to pay, at such times and in such manner as the Exchange or e-cbot, as applicable, may prescribe, fees for transactions executed by open auction and on e-cbot, in accordance with the fee schedule set forth in Appendix 4A. In that Appendix, the applicable rate specifications shall be per contract/per side, and the applicable volume specifications shall be per calendar month.

(1) Open auction fee caps - with respect to open auction trades for a Full or Associate Member's own account, the maximum of fees paid by any Full or Associate Member shall be $20,000 per year per person who initiates and executes the trades. With respect to open auction trades for the proprietary account of a Regulation 230.02, Category (1a), (1b), (2a), (2b) or (2c) member firm or a member firm affiliate as defined in Regulation 450.02 D, which are initiated and executed by the same Member or Membership Interest holder, the maximum of fees paid by any such member firm or member firm affiliate shall be $20,000 per year per person who initiates and executes the trades.

(2) Open auction floor broker fee - Open auction trades executed by a Member or Membership Interest holder as a floor broker for others shall incur a floor brokerage charge of 5 cents per contract/per side. Provided, however, that this charge shall not apply to trades which are both initiated and executed by the same Member or Membership Interest holder for the account of a Member or Membership Interest holder, or the proprietary account of a member firm. The maximum of fees paid by any Full or Associate Member pursuant to this subsection shall be $20,000 per year. When a Full or Associate Member executes trades as a floor broker for others and also initiates and executes open auction trades for his or her own account, the maximum of fees paid by such Full or Associate Member for all such open auction trades collectively shall be $20,000 per year.

(3) Firm-owned memberships - Notwithstanding the foregoing provisions of this section (a), the fees applicable with respect to Memberships and Membership Interests which are awned by member firms shall be equivalent, in the following categories, to those which the Exchange prescribes for delegates:

(i) Trades for such Member's or Membership Interest holder's own account, in cases where the individual is not a principal of the member firm which owns his/her Membership or Membership Interest. For purposes of this paragraph, an individual shall be

deemed a principal of a member firm if he/she holds a majority ownership interest in that firm and/or meets other such criteria as the Exchange may prescribe by regulation; and

(ii) Trades executed by such Member or Membership Interest holder on behalf of any account other than the proprietary account or a customer account of the member firm owner of the Membership or Membership Interest.

(b) non-members. Each member or registered eligible business organization handling the funds of non-member customers shall include, in the statements to such customers, fees for the open auction and e-cbot transactions executed for the accounts of such customers in accordance with the fee schedule set forth in Appendix 4A. In that Appendix, the applicable rate specifications shall be per contract/per side, and the applicable volume specifications shall be per calendar month.

All such fees collected from nonmember customers shall be remitted by the member or registered eligible business organization at such times and in such manner as the Exchange or e-cbot, as applicable, may prescribe.

(c) surcharges. In addition to the fees referenced in sections (a) and (b) of this Rule, surcharges in the following categories will apply as specified in Appendix 4A:

- Licensed contract fees;

- Exchange for Physicals ("EFP") and Exchange for Swap ("EFS") surcharges;

- Non-trade allocation fees (for exercises, deliveries, assignments and expirations);

- Block Trading surcharges.

(d) appendix incorporated within rule. Appendix 4A is incorporated by reference as part of this Rule 450.00 to the extent that the fee provisions in Sections (a) through (c) hereof are specified further in Appendix 4A.

(e) mini-sized contracts. e-cbot fees for mini-sized contracts shall be at such rates as the e-cbot Board may prescribe.

(f) electronic order routing and floor performance efficiency fees. In addition to the other applicable fees specified in this Rule, a fee of 5 cents per contract may apply to transactions resulting from orders which are routed to the Exchange Floor and which are subject to floor performance efficiency standards specified by the Exchange.

(g) revenue. The Board of Directors of the Exchange or of e-cbot ("the applicable Board") shall have the authority in its discretion to suspend any of the fees specified in this Rule at any time, during a fiscal year upon making a determination that year-to-date Exchange revenues have attained a sufficient level to render the further collection of such fees unwarranted.

(h) reports. Each member or registered eligible business organization subject to the provisions of this Rule shall submit to the Exchange such reports as the applicable Board may deem necessary for the administration of this Rule.

(i) enforcement. No member or registered eligible business organization shall be obligated to the Exchange for the payment of Exchange Service Fees attributable to non-member transactions except to the extent that such fees are collected from non-member customers; provided, however, that each member or registered eligible business organization responsible for the collection of Exchange Services Fees shall make a bona fide and diligent effort to collect such amounts and shall not have the right, without prior approval of the Exchange, to release or forgive any indebtedness of a nonmember to the Exchange for Exchange Service Fees. In the event of delinquencies in the payment of Exchange Service Fees by a non-member, the applicable Board in its discretion may order that further trading in the accounts of such nonmember shall be for liquidation only until the indebtedness is paid.

(j) special assessments This Rule shall not be construed to supersede Rule 240.00 in any way nor to abrogate the responsibility and right of the Board to levy such additional assessments, charges or fees upon the membership as may be necessary to meet the obligations of the Exchange 136 (07/01/04)

450.01 Exchange Service Fees - Payment of the Exchange Service Fee in respect to transactions executed by a Member, Membership Interest Holder, or Delegate on the Floor as a floor broker for the account of others, under Rule 450.00, must be remitted to the Exchange's Accounting Department within thirty days commencing from the date of the Exchange's invoice to the member. Failure to pay the invoiced transaction fees within the prescribed thirty days may result in the suspension (pursuant to the provisions of Exchange Regulation 540.06) of the defaulting member's membership privileges, including

floor access and the benefit of member transaction fees.

Payment of the Exchange Service Fee in respect to transactions for Members' Membership Interest Holders' or Delegates' own accounts or Member firms' accounts, under Rule 450.00, must be remitted to the Exchange's Accounting Department by the member firm clearing such transactions within twenty-one days commencing from the date of the Exchange's invoice to such clearing member firm.

No member or registered eligible business organization shall identify on its statements to nonmember customers any charge as an "Exchange Service Fee" unless the amount shown is actually due and payable to the Association under Rule 450.00. (04/01/00)

450.01A Exchange Service Fees - BE IT RESOLVED, that Regulation 450.01 be adopted with effective date of April 1, 1974 for Exchange Service Fees on member transactions and May 1, 1974 for Exchange Service Fees on non-member transactions. (08/01/94)

450.02A Member's Own Account - For the purpose of implementing Rule 450.00, the term "member's own account" shall refer only to those commodity futures or commodity options trading accounts that are wholly owned by and held in the name of one or more members. For any account held by more than one member, all trades made for such account shall pay transaction fees equal to the highest fee required of any of the individual participants in the account, in accordance with Regulation 450.02E. An account owned by and held in the name of a non-member spouse or other relative of a member shall not be considered a member's account. (01/01/02)

450.02B Member's Own Account in Trust - For the purpose of Rule 450.00, a commodity futures or commodity options trading account placed in trust shall be deemed a "members own account" if the following are true:

(1) the member is the sole settlor of the trust; and

(2) the member is one of the trustees of the trust and as such trustee, has sole control over the investment-making decisions of the trust; and

(3) the beneficiaries of the trust include only the member, the member's spouse and/or the member's descendants; and

(4) the trust declaration expressly incorporates the Rules and Regulations of the Exchange, as may be amended; and

(5) the interest in the trust that inures to the beneficiaries of the trust shall be subject to all Rules and Regulations of the Exchange, as may be amended; and

(6) the non-member trustee, if any, expressly agrees in the trust declaration, to be subject to all Rules and Regulations of the Exchange, as amended.

The member must provide the Exchange, via the Member Services Department, a copy of the trust declaration creating the trust described in the preceding sentence as well as any amendments thereto along with a letter from an attorney stating that in the attorney's opinion, the trust created is designed to achieve the estate planning objectives of the member. Upon the member's death or if the member is adjudged incompetent, any commodity futures or commodity options trading account placed in trust pursuant to this section by such member will be treated as a non-member trading account for purposes of implementing Rule 450.00. (01/01/02)

450.02C(i) Member Firm's Proprietary Account - For the purpose of implementing Rule 450.00, the term "member firm's account" shall refer only to those commodity futures or commodity options trading accounts that are wholly owned by and held in the name of the member firm. The term "member firm" shall refer only to a firm registered with the Exchange pursuant to Regulation 230.02. For an account to qualify as member firm proprietary account, delegates and individuals who are non-members with respect to the contracts being traded, who initiate and/or enter trades on behalf of the proprietary account must meet the following requirements:

(1) may not provide trading capital for the account; and

(2) may not have responsibility to provide capital based on trading losses; and

(3) for individuals that are not issued a W-2 (or comparable documentation in jurisdictions other than the United States) the firm must have a written agreement detailing the full terms of their compensation agreements; and

(4) may not contribute subordinated debt, unless the individual is a partner or shareholder of the member firm; and

(5) gross trading profits and losses must be reported in the firm's income statement.

Any account that does not meet the above criteria will be considered a joint account with a non-member entity or individual and therefore, must comply with Regulation 450.02E. (11/01/03)

450.02C(ii) Individual Member's Trading Account - For purposes of implementing

Rule 450.00, for an account to qualify as an individual member's account or a joint account of individual members, where the trades are executed on e-cbot, delegates or individuals who are non-members with respect to the contract being traded, who initiate and/or enter trades on behalf of the account must meet the following requirements:

(1) may not provide trading capital for the account; and

(2) may not have responsibility to provide capital based on trading losses; and

(3) the individual member must have a written agreement detailing the full terms of the non-member trader's compensation; and

(4) the trader may not make a loan to the individual member for the purposes of providing trading capital.

A member that is trading on the floor may designate up to a maximum of two clerks who may execute trades initiated by the member and executed through e-cbot. Such trades will be eligible for fees at the individual member rate (level 1).

Any account that does not meet the above criteria will be considered a joint account with a non-member entity or individual, and therefore must comply with Regulation 450.02E. (11/01/03)

450.02C(iii) Firm Owner Trading a Proprietary Account - In cases where a non-member owner or partner, including limited liability partners, of a member firm trades a member firm proprietary account, and where the owner/trader's compensation is tied to the profitability of the specific proprietary account(s), in order for the trades in such proprietary account to receive member fee treatment, the owner/trader must maintain at least $200,000 in the trading account(s) and the $200,000 must be available to support the trading activity on the Exchange. If the owner/trader does not maintain the requisite $200,000, the account will be considered a joint account between the member firm and the non-member owner/trader, and thereby the transaction fees will be determined in accordance with Regulation 450.02E. (11/01/03)

450.02D Member Firm Affiliates and Designated Passive Investor Entities

(i) Member Firm Affiliates - For purposes of this regulation, the term "member firm affiliate" shall mean a non-Futures Commission Merchant, non-clearing entity which is wholly owned by one or more member firms, which wholly owns a member firm, or which is wholly owned by the same parent company(ies) as a member firm. For purposes of this regulation, the term "member firm" shall refer only to a firm registered with the Exchange pursuant to registration categories (1a), (1b), (2a) or (2b) of Regulation 230.02.

(a) A member firm affiliate may lease a Full or Associate Membership on its own behalf, thereby qualifying for delegate fee treatment (i.e., the applicable member firm fee plus the applicable delegate fee) with respect to its transactions on the Exchange.

(b) A member firm which owns one or more Full Memberships in addition to those required for its own registration under Rule 230.00, and/or any Associate Membership(s), (hereinafter "non-qualifying memberships") may designate such a non-qualifying membership to make its member firm affiliate eligible for member firm transaction fee treatment. A non-qualifying membership may not be designated for more than one member firm affiliate at any given time.

(c) A member firm that has at least four (4) Full Memberships and two (2) Associate Memberships registered on its behalf, including any Full Memberships required for its own registration under Rule 230.00, may designate any number of its member firm affiliates for member firm transastion fee treatment. A member firm whose proprietary trading on the Exchange includes only agricultural contracts may, at its option, designate for member firm transaction fee treatment any number of its member firm affiliates whose proprietary trading on the Exchange also includes only agricultural contracts, if the member firm has at least five (5) Full Memberships registered on its behalf.

(ii) Member Firm Designation of Passive Investor Entities - A member firm that is registered with the Exchange pursuant to registration categories (1a), (1b), (2a) or (2b) of Regulation 230.02, and that has at least four (4) Full Memberships and two (2) Associate Memberships registered on its behalf including any Full Memberships required for its own registration under Rule 230.00, and/or member firm affiliates of a category (1a), (1b), (2a) or (2b) member firm, or a member firm registered with the Exchange pursuant to registration category (3) of Regulation 230.02, may designate, for member firm transaction fee treatment, up to a total of five non-FCM, non-clearing passive investor entities, where the member firm or member firm affiliate exercises trading control over, or is under common trading control with, such entities, or in addition with respect to a category (3) member firm, which wholly owns such entities. For purposes of this regulation, a "passive investor entity" is defined as a commodity pool, hedge fund, or other collective investment vehicle.

If a Regulation 230.02, category (1a), (1b), (2a) or (2b) member firm and/or its member firm affiliates or (3) member firm wishes to designate more than five passive investor entities as described in this paragraph (ii), there must be an additional four (4) Full Memberships and two (2) Associate Memberships registered on the member firm's behalf, in order the member firm and/or member firm affiliates to be eligible to designate up to a total of six additional such entities.

(iii) Provisions Applicable to Designations of Member Firm Affiliates and Passive Investor Entities - All designations of member firm affiliates and passive investor entities, as described in paragraphs (i) and (ii) above, shall be subject to the following provisions:

(a) In order to become effective, the designation must be documented with, and approved by, the Exchange in such manner as the Exchange prescribes.

(b) Upon such designation, the member firm affiliate or passive investor entity shall be subject to the Exchange's jurisdiction and to all duties and obligations imposed upon members and member firms under the Rules and Regulations; provided, however, that the Exchange may exempt such member firm affiliates or passive investor entities from any such duty or obligation which, in the Exchange's sole judgment, is incompatible or in conflict with, or is unrelated to, the activities of the member firm affiliate or passive investor entity.

(c) The Exchange may withdraw its approval of such designation for good cause.

(d) A non-qualifying membership or all of the four (4) Full Memberships and two (2) Associate Memberships or five (5) Full Memberships pursuant to paragraph (i)(c), registered on behalf of a Regulation 230.02, category (1a), (1b), (2a), (2b) or (3) member firm will be subject to sale by the Exchange for the acts or delinquencies of the member firm for which they are registered and/or for the acts or delinquencies of any member firm affiliate or passive investor entity that has been designated by the member firm under this regulation.

(e) Upon the sale or transfer of a non-qualifying membership or any of such four (4) Full Memberships or two (2) Associate Memberships, or five (5) Full Memberships pursuant to paragraph (i)(c), claims may be filed pursuant to Rule 253.00 against the member firm for which the membership is registered and/or against any member firm affiliate or passive investor entity that has been designated by the member firm under this regulation. (04/01/04)

450.02E Joint Accounts - Any account where profits and/or losses are shared by more than one party (member or non-member), shall pay Exchange transaction fees based on the highest rate applicable of any of the account's participants. In addition, a trading account that is funded by a loan shall be deemed a joint account between the borrower and the lender unless it can be demonstrated that the terms of the loan represent a reasonable interest rate, not affected by the profits and/or losses generated in the account. Further, the terms of the loan cannot suggest that the loan need not be paid back in the event of losses. (10/01/02).

450.02F Transaction Fees for e-cbot Member Firms-Delegate transaction fee rates shall apply to eligible business organizations which are e-cbot member firms based on a delegated Full or Associate Membership or a firm-registered Associate Membership. (12/01/03)

450.02G Fees in Connection with Firm-Owned Memberships and Membership Interest - For purposes of Rule 450.00(a)(3), an individual utilizing a firm-owned Membership or Membership Interest shall be treated as a member (rather than as equivalent to a delegate) to the proprietary account or a customer account, as applicable, of an affiliate of the member firm which owns his/her Membership or Membership Interest.

For purposes of this regulation, the term "affiliate" shall mean a member firm affiliate as defined in Regulation 450.02D. For purposes of this regulation, the term "member firm" shall refer only to a firm registered with the Exchange pursuant to registration categories (1a), (1b), (2a), (2b) or (3) of Regulation 230.02. (11/01/03)

450.02H e-cbot Trades Executed by a Non-Member Terminal Operator - In order for an individual Member or Membership Interest holder to receive member transaction fee rates as specified in Rule 450.00(c)(1) for trades executed by a non-member terminal operator, such non-member terminal operator must have accessed the e-cbot system under a subgroup ID different from that of the member account owner and may not otherwise have access to the member account owner's open transactions. (07/01/03)

450.02I Category (3) Fees - Member firms qualified under Regulation 230.02 category(3) will be granted the same fee treatment as the proprietary accounts of Category (1a), (1b), (2a) and (2b) member firms where the trade is either initiated or executed by a non-member. (11/01/03)

*450.04 Exchange Service Fees - Adjustments - Exchange Service Fee adjustments may be granted to or required of member firms which have made overpayments to or underpaid the Exchange for any reason. The Exchange will only grant adjustments to member firms for the overpayment of exchange service fees for a period of up to six months [one year] back from the month-end preceding the date when a rebate request is made by the firm. The Exchange will only require member firms to make adjustments for the underpayment of exchange service fees for a period of up to two [three] years back from the end of the audit period selected by the Exchange. Interest and or costs may be assessed in accordance with policies established by the Exchange. (08/01/04)

* Additions underlined; deletions bracketed effective 01/01/05

450.05 Fees -- Members and member firms will be granted lower fees than non-members. (11/01/00)

450.06 Member Fee Cap Clarification - The maximum amount of fees paid of $25,000 as described in Rule 450.00 (a) applies only to trades executed on the Exchange trading floor and not to trades executed through e-cbot. (01/01/02)

460.01 Errors and Mishandling of Orders - (See 350.04) (08/01/94)
460.02 Checking and Reporting Trades - (See 350.02) (08/01/94)
460.03 Failure to Check Trades - (See 350.01) (08/01/94)
460.04 Price of Execution Binding - (See 331.01) (08/01/94)

465.01 Records of Customers' Orders - Immediately upon receipt in the sales office of a customer order each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time-stamped when the order is received and shall show the account designation, except that in the case of a bunched order the account designation does not need to be recorded at that time if the order qualifies for and is executed pursuant to and in accordance with CFTC Regulation 1.35(a-1)(5). The order shall also be time-stamped when it is transmitted to the Floor of the Exchange and when its execution, or the fact that it is unable to be executed, is reported from the Floor of the Exchange to the sales office. All time-stamps required by this paragraph shall show the time to the nearest minute.

Immediately upon receipt on the Floor of the Exchange of a customer order, each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time-stamped when the order is received on the Floor and shall show the account designation, except that in the case of a bunched order the account designation does not need to be recorded at that time if the order qualifies for and is executed pursuant to and in accordance with CFTC Regulation 1.35(a-1)(5). The order shall also be time-stamped:

(a) when it is transmitted to the floor broker if it is not transmitted immediately after it is received on the Floor, and

(b) if the written order is transmitted to the floor broker, when the order is received back from the floor broker, or

(c) if the order is transmitted to the floor broker verbally or by hand signals, when a report of its execution, or the fact that it is unable to be executed, is received from the floor broker.

Only time-stamps which are specified by the Exchange and synchronized with the Exchange Floor master clock may be used on the Exchange Floor.

It shall be an offense against the Association to manipulate or tamper with any time-stamp on the Exchange Floor, so as to put it out of synchronization with the master clock. Records of customer orders executed through the Exchange's e-cbot system shall be governed by Regulations 9B.11 and 9B.18.

Any errors on written records of customer orders prepared on the Floor of the Exchange may be corrected by crossing out the erroneous information without obliterating or otherwise making illegible any of the originally recorded information. (01/01/04)

465.02 Application and Closing Out of Offsetting Long and Short Positions -

(a) APPLICATION OF PURCHASES AND SALES. Except with respect to purchases or sales which are for omnibus accounts, or where the customer or account controller has instructed otherwise, any futures commission merchant, subject to the Rules of the Exchange, who

(1) Shall purchase any commodity for future delivery for the account of any customer when the account of such customer at the time of such purchase has a short position in the same future of the same commodity on the same market, or

(2) Shall sell any commodity for future delivery for the account of any customer when the account of such customer at the time of such sale has a long position in the same future of the same commodity on the same market, or

(3) Shall purchase a put or call option for the account of a customer when the account of such customer at the time of such purchase has a short put or call option position in the same option series as that purchased, or

(4) Shall sell a put or call option for the account of a customer when the account of such customer at the time of such sale has a long put or call option position in the same option series as that sold

shall on the same day apply such purchase or sale against such previously held short or long futures or options position, as applicable, and shall promptly furnish such customer a statement showing the financial result of the transactions involved.

(b) CLOSE OUT AGAINST OLDEST OPEN POSITION. In all instances where the short or long futures or options position in such customer's account immediately prior to such offsetting purchase or sale is greater than the quantity purchased or sold, the futures commission merchant shall apply such offsetting purchase or sale to such portion of the previously held short or long position as may be specified by the customer. In the absence of specific instructions from the customer, the futures commission merchant shall apply such offsetting purchase or sale to the oldest portion of the previously held short or long position. Such instructions also may be accepted from any person who, by power of attorney or otherwise, actually directs trading in the customer's account unless the person directing the trading is the futures commission merchant (including any partner thereof), or is an officer, employee, or agent of the futures commission merchant. With respect to every such offsetting transaction that, in accordance with such specific instructions, is not applied to the oldest portion of the previously held futures or options position, the futures commission merchant shall clearly show on the statement issued to the customer in connection with the futures or options transaction, that as a result of the specific instructions given by or on behalf of the customer the transaction was not applied in the usual manner i.e., against the oldest portion of the previously held futures or option position. However, no such showing need be made if the futures commission merchant has received such specific instructions in writing from the customer for whom such an account is carried.

(c) IN-AND-OUT TRADES; DAY TRADES. Notwithstanding the provisions of paragraphs (a) and (b) above, this Regulation shall not be deemed to require the application of purchases or sales closed out during the same day (commonly known as "in-and-out trades" or "day trades") against short or long positions carried forward from a prior date.

(d) EXCEPTIONS. The provisions of this Regulation shall not apply to:

(1) Purchases or sales constituting "bona fide hedging transactions" as defined in C.F.T.C. Regulation 1.3(z).

(2) sales during a delivery period for the purpose of making delivery during such delivery period if such sales are accompanied by instructions to make delivery thereon, together with warehouse receipts or other documents necessary to effectuate such delivery.

(3) Purchases or sales held in error accounts, including but not limited to floor broker error accounts, and purchases or sales identified as errors at the time they are assigned to an account that contains other purchases or sales not identified as errors and held in that account ("error trades"), provided that:

(i) Each error trade does not offset another error trade held in the same account;

(ii) Each error trade is offset by open and competitive means on or subject to the rules of a contract market by not later that the close of business on the business day following the day the error trade is discovered and assigned to an error account or identified as an error trade, unless at the close of business on the business day following the discovery of the error trade, the relevant market has reached a daily price fluctuation limit and the trader is unable to offset the error trade, in which case the error trade must be offset as soon as practicable thereafter; and

(iii) No error trade is closed out by transferring such an open position to another account also controlled by that same trader.

(e) The statements required by paragraph (a) of this Regulation may be furnished to the customer or account controller by means of electronic transmission, in accordance with CFTC Regulation 1.33(g). (11/01/04)

465.02A Exchange's No Position Stance on FCM's Internal Bookkeeping Procedures - The Exchange takes no position regarding the internal bookkeeping procedures of a commission merchant who, for the convenience of a customer, may hold concurrent long and short position in the same commodity, month (and strike price). This does not relieve the commission merchant of its responsibilities under Regulation 465.02 of offsetting the position for Exchange reporting purposes (i.e., Large Trader, Open Interest and Long Positions Eligible for Delivery) and promptly furnishing the customer a purchase and sale statement showing the financial result of the transactions involved. (08/01/94)

465.03 Orders and Cancellations Accepted On A 'Not Held' Basis - (See 337.01) (08/01/94)

465.04 Records of Floor Order Forms - Clearing Members shall establish and maintain procedures that will assure the complete accountability of all floor order forms used on the Exchange Floor. Machine and handwritten orders are required to be machine sequentially prenumbered and maintained by the firm in sequential order (except as otherwise provided in Regulation 465.05). (10/01/01)

465.05 Floor Order Forms - All floor orders must be in a form approved by the Floor Governors Committee or an employee of the Office of Investigations and Audits designated by the Floor Governors Committee.

Floor order forms must be machine sequentially prenumbered and contain the following machine preprinted information:

(1) the name of the Clearing Member (except as specified below);

(2) bracket designations,

(3) a space designated for the customer account number; and

(4) a space designated for the executing broker identification. (10/01/01)

Should a Clearing Member authorize a customer to enter orders directly with a floor broker in accordance with Appendix 3B(F), the Clearing Member, at its sole discretion, may authorize the floor broker to enter the Clearing Member's name on a floor order ticket that does not include the pre-printed name of the Clearing Member. In such circumstances, the floor broker must utilize machine sequentially pre-numbered orders that include the machine pre-printed acronym of the floor broker, and the floor broker must assure the complete accountability of all floor order forms used on the Exchange Floor.

465.06 Broker's Copy of Floor Orders - Upon request, a clearing firm must provide its broker, in an expeditious and reasonable manner, with a copy of every floor order he is asked to execute. (08/01/94)

465.07 Designation of Order Number Sequences - To facilitate Exchange monitoring of order flow volume, the Exchange may prescribe particular sequences of order form numbers for member firms to use in specified areas of the Exchange Floor. (07/01/94)

465.08 Post-Execution Allocation - All trades entered and executed in accordance with CFTC Regulation 1.35(a-1)(5) regarding orders eligible for post-execution allocation, must be allocated in sufficient time to meet the trade submission requirements of the Clearing Services Provider for the trade date of the order. (01/01/04)

466.00 Orders Must be Executed in the Public Market - (See 332.00) (08/01/94)

475.00 Offices and Branch Offices - Member firms and member sole proprietors may establish offices other than main offices. All offices of member firms and member sole proprietors and employees thereof shall be subject to the Rules and Regulations of the Association, and shall be subject to the jurisdiction of the Business Conduct Committee in connection therewith; provided, however, that the Business Conduct Committee may exempt such offices and employees from any such Rule or Regulation which is incompatible with, in conflict with or unrelated to the functions performed by them. The term "branch office" shall include each branch office or wholly-owned subsidiary of the member firm that solicits, accepts, or services Commodity Futures Contracts or Options and/or is listed by the member firm as a branch office with the National Futures Association.

A branch office must conduct business under the same name as the parent firm or corporation. 129 (01/01/99)

480.01 APs - An Associated Person ("AP") is an employee of a member sole proprietor or member firm who solicits, accepts or services business other than in a clerical capacity in commodity futures and commodity options, and who has been granted registration as an Associated Person ("AP") by the Commodity Futures Trading Commission (CFTC) or the National Futures Association (NFA) pursuant to the Commodity Exchange Act. (08/01/94)

480.02 Employers Responsible for APs - Employers, in all instances, shall be responsible for the acts and omissions of their APs and branch office managers. (08/01/94)

480.09 Other Employees - The Business Conduct Committee may require that the name, remuneration, term of employment and actual duties of any employee of a member or of a member firm shall be stated to the Committee, together with such other information with respect to the employee as the Committee may deem requisite. The Committee may, in its discretion, disapprove of said employment, remuneration or term of employment. (08/01/94)

480.10 Supervision - Any willful act or omission by which a member fails to ensure compliance with the rules, regulations and bylaws of the Association by such member's partners, employees, agents or persons subject to his supervision shall constitute an offense against the Association by the member.

Any willful act or omission by which a member firm fails to ensure compliance with the rules, regulations and bylaws of the Association by such member firm's partners, directors, officers, employees or agents shall constitute an offense against the Association by the member firm. (07/01/95)

490.00 Application of Rules and Regulations - Unless specifically negated or unless superseded, each Rule or Regulation of the Association pertaining to transactions in future delivery contracts shall apply with equal force and effect to transactions in options. (08/01/94)

490.02 Option Customer Complaints - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall, with respect to all written option customer complaints and oral option customer complaints which result in, or which would result in an adjustment to the option customer's account in an amount in excess of one thousand dollars:

(1) Retain all such written complaints and make and retain written records of all such oral complaints; and

(2) Make and retain a record of the date the complaint was received, the employee who serviced the account, a general description of the matter complained of, and what, if any, action was taken by the commission merchant in regard to the complaint. (08/01/94)

490.03 Supervision Procedures - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall adopt and enforce written procedures pursuant to which it will be able to supervise adequately each option customer's account, including but not limited to, the solicitation of such account; provided that, as used in this Regulation, the term "option customer" does not include another commission merchant. (08/01/94)

490.03A Introducing Brokers Guaranteed by Member FCMs/Supervision Procedures - The Board of Directors in a special polling held on Friday, February 3, 1984 approved the following Resolution of the Member Services Committee pursuant to Regulation 490.03 of the Association.

WHEREAS, The Commodity Futures Trading Commission has provided by regulation that introducing brokers operating pursuant to a guarantee agreement with an FCM be permitted to solicit and/or accept orders for exchange-traded options if the Exchange of which the guarantor FCM is a member has adopted rules which govern the commodity option related activity of the guaranteed introducing broker; and

WHEREAS, it is the desire of certain members to permit the solicitation and/or acceptance of Chicago Board of Trade options by introducing brokers guaranteed by a member FCM;

NOW THEREFORE, be it -

RESOLVED, that each Rule or Regulation of the Association pertaining to the options sales practices of members or their employees shall apply with equal force and effect to the options sales practices of introducing brokers who are operating pursuant to a guarantee agreement with a member FCM and such member FCM shall be fully responsible therefor, and that this Resolution shall remain in effect until rescinded by a vote of the members or until such time as the National Futures Association or other registered futures association adopts rules which are approved by the Commodity Futures Trading Commission to govern the commodity option related activity of such guaranteed introducing brokers. (08/01/94)

490.05 Disclosure - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall enforce the following requirements pertaining to disclosure statements:

(1) Prior to opening an options account for an options customer, each commission merchant must furnish the options customer with a separate written risk disclosure statement, as set forth and described in Commodity Futures Trading Commission Regulation 33.7, and receive from the options customer an acknowledgement, signed and dated by the options customer, that he received and understood the disclosure statement.

(2) Each disclosure statement and acknowledgement must be retained by the commission merchant in accordance with applicable Regulations of the Commodity Futures Trading Commission.

(3) Prior to the entry into an options transaction pursuant to these Rules and Regulations, each commission merchant or the person soliciting or accepting the order therefor must provide each options customer with all of the information required under the disclosure statement; Provided, further, that the commission merchant must provide current information to an options customer if the information provided previously has become inaccurate.

(4) Prior to the entry into an options transaction pursuant to these Rules and Regulations, each options customer or prospective options customer shall, to the extent the following amounts are known or can reasonably be approximated, be informed by the person soliciting or accepting the order therefore of the amount of the premium, commissions, costs, fees and other charges to be incurred in connection with the options transaction, as well as the strike price and all costs to be incurred by the options customer if the option is exercised; in addition, the limitations, if any, on the transfer of an options customer's account to a commission merchant other than the one through whom the options transaction is to be executed shall also be provided in writing.

(5) For the purposes of this Regulation, a commission merchant shall not be deemed to be an options customer. (08/01/94)

490.06 Promotional Material - Each commission merchant engaging in the offer or sale of futures and options pursuant to these Rules and Regulations shall promptly make available upon request to the Office of Investigtions and Audits all promotional material pertaining to trading in such futures and options.

For the purposes of this Regulation, the term "promotional material" includes:

(1) any text of a standardized oral presentation, or any communication for publication in any newspaper, magazine or similar medium, or for broadcast over television, radio, or other electronic medium, which is disseminated or directed to a customer or prospective customer concerning a commodity futures or option transaction;

(2) any standardized form of report, letter, circular, memorandum or publication which is disseminated or directed to a customer or prospective customer; and

(3) any other written material disseminated or directed to a customer or prospective options customer for the purpose of soliciting a futures or options order, including any disclosure statement. (08/01/94)

490.07 Sales Communication - Each commission merchant engaging in the offer or sale of futures and options pursuant to these Rules and Regulations is prohibited from making fraudulent or high-pressure sales communications relating to the offer or sale of such futures and options. (08/01/94)

490.09 Reports by Commission Merchants - Each commission merchant shall make and submit such reports showing options positions held by any of its customers, in such form as may be required from time to time by the Office of Investigations and Audits or the Business Conduct Committee. Specifically, and without limiting the authority of the Office of Investigations and Audits or the Business Conduct Committee under this Regulation, all information needed to comply with Part 16 of the Commission's Regulations (17 CFR Part 16) may be collected from any member. (08/01/94)

Chapter 5
Disciplinary Proceedings

Chapter 5
Disciplinary Proceedings

Ch5 Offenses

500.00 Inequitable Proceedings - It shall be an offense against the

Association to violate any Rule or Regulation of the Association or any policy, Rule or Regulation of the Clearing Services Provider to which CBOT Clearing members are subject pursuant to a Clearing Services Agreement between the Exchange and such Clearing Services Provider, regulating the conduct or business of members, or any agreement made with Association, or engage in fraud, dishonorable or dishonest conduct, or in conduct or proceedings inconsistent with just and equitable principles of trade, or make default relating to the delivery of contracts traded for future delivery (unless such default was unintentional). 141 (01/01/04)

501.00 Fictitious Transactions - It shall be an offense against the Association to create fictitious transactions or to give an order for the purchase or sale of futures or options the execution of which would involve no change in ownership, or to execute such an order with knowledge of its character. 142 (08/01/94)

502.00 Demoralization of Market - Purchases or sales of commodities or securities, or offers to purchase or sell commodities or securities, made for the purpose of upsetting the equilibrium of the market and bringing about a condition of demoralization in which prices will not fairly reflect market values, are forbidden and any member who makes or assists in making such purchase or sale or offers to purchase or sell with knowledge of the purpose thereof, or who, with such knowledge shall be a party to assist in carrying out any plan or scheme for the making of such purchases or sales or offers to purchase or sell, shall be deemed to be guilty of an act inconsistent with just and equitable principles of trade. 143 (08/01/94)

503.00 Misstatements - It shall be an offense against the Association to make a misstatement upon a material point to the Board, or to a Standing or Special Committee, or to the Executive Committee, or to the Clearing Services Provider, or on an application for membership.

If, after notice and opportunity for hearing in compliance with Regulation 540.02 and 540.03, the Hearing Committee finds that a member, prior to his application for membership, has been guilty of a fradulent, dishonorable, or dishonest act and that the facts and circumstances thereof were not disclosed on his application for membership, the member may be expelled or suspended in accordance with this chapter. 144 (01/01/04)

504.00 Acts Detrimental to Welfare of the Association - It shall be an offense against the Association to engage in any act which may be detrimental to the interest or welfare of the Association. 145 (08/01/94)

504.00A Transactions in Warehouse Receipts - Rule 504.00

It has come to the attention of the Directors that certain member firms have entered into contracts for the purchase and/or sale for deferred delivery of warehouse receipts for grain in store in Chicago.

In the opinion of the Directors, this practice is unusual and irregular and is in violation of various Rules and Regulations of the Association and is detrimental to the interest and welfare of the Association under Rule 504.00.

You are hereby notified that members are liable to discipline if they enter into contracts for the purchase or sale for deferred delivery of grain in store in Chicago or of warehouse receipts issued against grain in elevators located in the Chicago Switching District.

This interpretation does not affect the purchase and sale of grain for future delivery consummated in accordance with the Rules and Regulations relating to futures contracts; nor sales in store when payment and delivery is made on the following day nor the purchase and sale of warehouse receipts on a 'when

delivered' basis entered into after the expiration of trading in a contract and requiring performance on or before the end of the delivery month. 3R (08/01/94)

505.00 Commodity Exchange Act - Any member or any registered eligible business organization adjudged guilty of a violation of the Commodity Exchange Act or of any Regulation or Order thereunder, by the final decision in a federal administrative or judicial proceeding may be deemed to have violated Rule 504.00 of the Association. 603 (04/01/98)

506.00 Reckless Dealing - Reckless and unbusinesslike dealing is inconsistent with just and equitable principles of trade. 146 (08/01/94)

507.00 Investment Trust Corporation - Participation by a member, or by a firm or corporation, registered under the provisions of these Rules and Regulations, in the formation or management of investment trust corporations, or similar organizations, which in the opinion of the Board involve features which do not properly protect the interests of investors therein, may be held to be an act detrimental to the interests or welfare of the Association. 148 (08/01/94)

508.00 Circulation of Rumors - The circulation in any manner of rumors of a sensational character by a member, in any case where such act does not constitute fraud or conduct inconsistent with just and equitable principles of trade, is an act detrimental to the interest or welfare of the Association.

Members shall report to the Secretary any information which comes to their notice as to the circulation of such rumors. 149 (08/01/94)

509.00 Other Offenses

A. It shall be an offense against the Association to:

(a) Attempt extortion;

(b) Trade systematically against the orders or position of his customers;

(c) Manipulate prices of or attempt to corner the market in any commodity or security;

(d) Disseminate false or inaccurate market information;

(e) Trade or accept margins after insolvency;

(f) Make any trade for the account of or give up the name of any clearing member without authority from such clearing member;

(g) Be deprived of the privilege of trading under the Commodity Exchange Act;

(h) Trade for any person deprived of the privilege of trading under the Commodity Exchange Act;

(i) Accept an order or make a trade for any employees of the Clearing Services Provider except in the exercise of their official duties;

(j) Fail to comply with an order or award of the Committee of Arbitration. 150

B. No member shall be directly or indirectly interested in or associated in business with, or have his office directly or indirectly connected by public or private wire or other method or contrivance with, or transact any business directly or indirectly with or for

(a) Any bucket shop; or

(b) Any organization, firm, or individual making a practice of dealing on differences in market quotations; or

(c) Any organization, firm or individual engaged in purchasing or selling commodities or securities for customers and making a practice of taking the side of the market opposite to the side taken by customers. 152 (01/01/04)

511.00 Trading on Other Exchanges - No member of this Association shall be permitted to trade on any exchange in the City of Chicago whose Constitution, By-Laws, Rules, or Regulations prescribe or

limit the trading privileges of our members on our own Exchange. 608 (08/01/94)

512.00 Insolvency - (See 270.00) (08/01/94)

513.00 Announcement of Suspension - (See 271.00) (08/01/94)

514.00 Insolvent Member - (See 272.00) (08/01/94)

515.00 Investigation - (See 273.00) (08/01/94)

515.01 Insolvency - (See 273.01) (08/01/94)

516.00 Reinstatement - (See 274.00) (08/01/94)

517.00 Suspended Member - Time for Settlement - (See 276.00) (08/01/94)

518.00 Suspension for Default - (See 278.00) (08/01/94)

519.00 Decorum Offenses - Disorderly conduct, sexual harassment, intentional physical abuse, the use of profane or obscene language, presence in restricted areas, the commission of any other offenses as listed in Ruling 520.00A, or the violation of any Regulation approved by the Board which relates to decorum on the Exchange Floor is a decorum offense. The penalty for any such offense may be a warning, a fine not to exceed $5,000, and/or denial of the privilege of the Floor for a period not exceeding five (5) days, as determined by the Floor Conduct Committee. Such denial shall not be considered to be a suspension.

Except in the case of a minor penalty pursuant to Regulation 519.01 for which no hearing has been requested, the Floor Conduct Committee shall proceed in accordance with Regulations 540.02 through 540.05. The decision of the Floor Conduct Committee may be appealed to the Appellate Committee as provided in Regulation 519.02(d). (01/01/96)

519.00A Unauthorized Entry - Unauthorized entry into the trading areas (see 310.01) shall be deemed to constitute presence in restricted areas. (08/01/94)

519.01 Committee Procedure -

(a) FLOOR CONDUCT COMMITTEE.

(i) The Floor Conduct Committee may impose minor penalties against members for decorum offenses committed by such members or by any person or persons for whom such members are responsible. The Floor Conduct Committee may impose minor penalties for the offenses set forth in Regulation 520.00A. Minor penalties for the purpose of this Regulation shall be defined as a warning, fines not exceeding $5,000 for any one offense and/or access denial not to exceed five days. A respondent may request a hearing by filing a written request for a hearing with the Exchange Services Department within ten (10) business days after the penalty is imposed; the Floor Conduct Committee shall hear the matter in accordance with Regulation 540.02 through 540.05. The decision of the Floor Conduct Committee may be appealed to the Appellate Committee as provided in Regulation 519.02(d). Failure to request a hearing shall be deemed a consent to the warning or fine. Unless a hearing is requested, if a fine is not paid within thirty (30) days after it was due, the Floor Conduct Committee may, without hearing, revoke the badge or suspend the floor privileges of a floor clerk for whose conduct the fine was imposed.

(ii) The Floor Conduct Committee pursuant to this Regulation may impose minor penalties for disorderly conduct, intentional physical abuse, sexual harassment and the use of profane or obscene language. The Floor Conduct Committee, in its discretion, may impose a fine not to exceed $5,000, in addition to any access denial, for any violation within its jurisdiction regardless of the number of the offense.

(iii) Any member or individual with floor access privileges who has received a Floor Conduct Committee Notice of Rule(s) Violation ("ticket") for a decorum offense of Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language

and, during the same trading session, engages in a further Rule or Regulation violation relating to Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language may, in addition to other sanctions (including, but not limited to, fines, suspensions and expulsions imposed by the Association pursuant to the Rules and Regulations) be immediately and summarily removed from the Exchange trading floor and denied trading floor access for the remainder of the trading session pursuant to the following procedures:

(1) Certification by the Chairman of the Pit Committee (or, in the Chairman's absence, by a Vice Chairman of the Pit Committee) that the individual has continued to engage in Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language after having previously received a Floor Conduct Committee Notice of Rule (s) Violation ("ticket") for the same offense in the same trading session; and

(2) Approval of such summary action by a member of the Floor Governors Committee and a member of the Board of Directors or by two members of the Board of Directors, provided that no individual granting such approval shall have been involved in the altercation.

Additionally, should the first such offense be of such a serious nature, the individual similarly may be denied trading floor access for the duration of the trading session pursuant to the above procedure.

(b) CTR SUBCOMMITTEE.

(i) The Chairman of the Business Conduct Committee and the Chairman of the Floor Governors Committee may each appoint at least two members of their respective Committees to serve on a joint CTR Subcommittee. The CTR Subcommittee shall, by a majority vote, elect a Chairman. The CTR Subcommittee shall address violations involving the accurate and complete maintenance of books and records, including errors or omissions in the submission of Computerized Trade Reconstruction Data. In fulfilling its responsibilities, the CTR Subcommittee shall have the same authority granted to the Business Conduct Committee and the Floor Governors Committee in Rules 542.00 and 543.00, respectively, to issue preliminary charges and to conduct hearings with regard to specified penalties, and shall have the same authority granted to such Committees to impose penalties pursuant to settlement agreements in accordance with Regulation 540.09.

(ii) The CTR Subcommittee may, without hearing, impose minor penalties against members or member firms for violations of Regulations 332.02, 332.04, 332.041, 332.05, 332.06, 332.07, 332.08 or 332.09 that are within the jurisdiction of either the Floor Governors Committee or the Business Conduct Committee. Minor penalties for the purpose of this subparagraph shall be defined as fines not exceeding $1,000 for any one offense.

(iii) Following is the schedule of minor penalties the CTR Subcommittee may impose pursuant to subparagraph (ii); however, this schedule is non-binding, and the CTR Subcommittee, in its discretion, may impose a fine not to exceed $1,000 for any violation within its jurisdiction regardless of the number of the offense:

ERRORS OR OMISSIONS IN BRACKETING	1st Offense	$ 100 fine
TRADES:	2nd Offense	$ 250 fine
	3rd Offense	$ 500 fine
	4th Offense	$1,000 fine
ERRORS OR OMISSIONS IN SUBMISSION OF COMPUTERIZED TRADE RECONSTRUCTION DATA:	1st Offense	$ 100 fine
	2nd Offense	$ 250 fine
	3rd Offense	$ 500 fine
	4th Offense	$1,000 fine

(iv) The Floor Governors Committee may, without hearing, impose minor penalties against members for intra-association or contiguous association trading in excess of the percentages permitted by the Board pursuant to Regulation 330.03. Minor penalties for the purpose of this subparagraph shall be defined as fines not exceeding $5,000 for any one offense.

(v) Following is the schedule of minor penalties the Floor Governors Committee may impose pursuant to subparagraph (iv); however, this schedule is non-binding, and the Floor Governors Committee, in its discretion, may impose a fine not to exceed $5,000 for any violation within its jurisdiction regardless of the number of the offense

1st Offense	$ 500 fine
2nd Offense within 24 months	$1,000 fine
3rd Offense within 24 months	$2,500 fine
Any subsequent offense within 24 months	$5,000 fine

(vi) At the time of an offense of the type set forth in subparagraph (iv), or as soon thereafter as practical, a representative of the Office of Investigations and Audits, shall upon the authorization of one member of the Floor Governors Committee, issue a ticket to the offender notifying the member or member firm that the Floor Governors Committee may impose a summary penalty in accordance with this regulation or may issue charges against the member or member firm and impose penalties as authorized in Rule 543.00. A representative of the Office of Investigations and Audits shall submit a copy of the ticket to the Floor Governors Committee. The Committee shall then determine whether to summarily impose a minor penalty or to issue charges. The Committee shall also have the authority to summarily impose minor penalties or to issue charges for the types of offenses set forth in subparagraph (iv) on the basis of reports presented to the Committee by the Office of Investigations and Audits.

(vii) A respondent may request an appeal of a minor penalty by filing a written request for a hearing with the Office of Investigations and Audit within ten (10) business days after the penalty is imposed. The CTR Subcommittee shall hear the matter and its decision shall be final and may not be appealed. Failure to request a hearing shall be deemed a consent to the fine.

(viii) Whenever the CTR Subcommittee summarily imposes a minor penalty against a member or member firm, the member or member firm shall be given written notification of the penalty. The notice shall inform the member or member firm of the right to appeal the penalty to the CTR Subcommittee and the consequences of a failure to pay a fine if no hearing is requested.

(ix) Nothing contained herein shall be construed to limit or restrict the powers and authority of the Business Conduct Committee or the Floor Governors Committee. (05/01/02)

519.02 Floor Conduct Committee -

(a) The Chairman of the Association may, with the consent of the Board, appoint members to a Floor Conduct Committee. Members of the Committee may not be members of the Floor Governors Committee.

(b) Meetings. The Floor Conduct Committee shall determine the time and place of its meetings and the manner and form in which such meetings shall be conducted. In the interest of efficiency, the Chairman of the Floor Conduct Committee may appoint panels of Floor Conduct Committee members to hold duly constituted meetings. Any such panel shall consist of three or more members of the Floor Conduct Committee. The majority vote of such a panel of the Committee shall be the official act or decision of the Committee. The Chairman of the Floor Conduct Committee shall determine for each meeting, in his or her sole discretion, whether a panel or the full Floor Conduct Committee shall convene.

(c) Duties of Committee. It shall be the function and duty of the Floor Conduct Committee to ensure decorum on the Floor of the Exchange in regard to decorum offenses set forth in Regulations 520.00A, 519.00A, 519.05 and 519.07 and in accordance with Rule 519.00 and Regulation 519.01. Floor Conduct Committee members shall issue a ticket to an offender notifying him that the Floor Conduct Committee has imposed a warning or fine as described in Regulations 520.00A, 519.00A and/or 519.05 and in accordance with Rule 519.00 and Regulation 519.01 for such violations which occur in the trading pits, including the steps leading into the pit. The ticket requires the signature of two members of the Floor Conduct Committee.

The Committee shall have the authority to discipline a member or other person with trading privileges found to have violated any Rule or Regulation within its jurisdiction by reprimand, by denial of the

privileges of the Floor of the Exchange not to exceed five (5) days and/or by the imposition of a fine not to exceed $5,000.

Pit Committee members shall be considered members of the Floor Conduct Committee for the sole purpose of issuing tickets for decorum offenses within their pit in accordance with Regulation 360.01.

The Floor Conduct Committee shall be responsible for issuing badges to and recalling badges from all non-members, except as otherwise provided within the Rules and Regulations.

(d) Appeal. A member, member firm, or other person with floor privileges, may appeal from the decision of the Committee by filing with the Secretary of the Association, within ten business days after the Committee's decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the Committee's decision.

(e) Offense Against the Association. Any member of the Association, member firm, or other person with floor privileges who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended, or expelled by the Board.

(f) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A hold-over member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (02/01/04)

519.03 Bracketing Violations - The Floor Governors Committee may levy fines for violations of Regulation 332.02, pertaining to the recording of bracket data, in accordance with the Summary Procedures as provided in Regulation 519.01(b). (08/01/94)

519.05 Weapons Prohibition - No weapons shall be permitted on the Exchange Floor or in the lobby area adjacent to the Exchange Floor. Any violation of this Regulation shall be deemed a decorum offense and penalties may be imposed pursuant to Rule 519.00 and Regulation 519.01. (08/01/94)

519.06 Submission of Computerized Trade Reconstruction Data - The Floor Governors Committee may levy fines for violations of Regulation 545.02, 332.04, 332.041, 332.05, 332.06, 332.07, 332.08, and 332.09, pertaining to the accurate and complete maintenance of books and records, including the submission of Computerized Trade Reconstruction data, in accordance with the Summary Procedures as provided in Regulation 519.01(b). (07/01/95)

519.07 Sexual Harassment - Sexual harassment will not be tolerated on the Floor or Halls of the Exchange. Sexual harassment consists of unlawful verbal or physical conduct directed at a person when that conduct is based on that person's sex and has a substantial adverse effect on him or her in the workplace. Such conduct may include, but is not limited to, the following:

1. requests for sexual favors that may or may not be accompanied by threats or promises of preferential treatment with respect to an individual's employment status;

2. verbal, written or graphic communications of a sexual nature, including lewd or sexually suggestive comments, off-color jokes of a sexual nature or displays of sexually explicit pictures, photos, posters, cartoons, books, magazines or other items; and

3. patting, pinching, hitting or any other unnecessary contact with another person's body or threats to take such action.

Any violation of this Regulation shall be deemed a decorum offense and penalties may be imposed pursuant to Rule 519.00 and Regulation 519.01. (01/01/96)

519.08 TradeTalk Violations - A member may not use the TradeTalk message board,which is generally accessible to all members connected to the MemberNet website, to post any material which is knowingly false or inaccurate, contains foul, vulgar, or abusive language, is defamatory, degrading, libelous, threatening, harassing, obscene, invasive of a person's privacy, discusses illegal activities, or violates any law. Any violation of this Regulation shall be deemed a decorum offense.

A member shall receive a written notification from the Floor Conduct Committee if it has reason to believe that he may have committed a TradeTalk violation, and he shall be directed to appear before the Floor Conduct Committee prior to the imposition of any penalty described herein. However, any failure to appear after receiving such written notification shall be deemed a consent to any penalty that the Floor Conduct Committee shall subsequently impose pursuant to this Regulation.

The Floor Conduct Committee may impose a denial of access to TradeTalk for up to 90 days for the first TradeTalk offense, and a denial of such access for up to 180 days for a second or subsequent offense. In addition, the Floor Conduct Committee may impose a permanent denial of access to TradeTalk, in its discretion, in egregious circumstances.

The decision of the Floor Conduct Committee shall be final, and may not be appealed.

In addition, the Floor Conduct Committee shall be authorized to remove any message from TradeTalk, at any time and in advance of any related hearing for denial of access to TradeTalk, if the Committee determines that such message is inappropriate under the standards set forth in the TradeTalk Terms and Conditions of Use. (09/01/04)

520.00 Smoking - Smoking of cigarettes and other smoking materials is prohibited in the Exchange Halls (during trading hours or business days). Any member, or any person affiliated with a registered eligible business organization who violates this Rule shall be guilty of an offense against the Association and, in the case of persons affiliated with a registered eligible business organization, such firm may also be found guilty of an offense against the Association. 164 (04/01/98)

520.00A Exchange Floor Fines - Designated Exchange Staff shall impose a fine of $25 to $5,000, as directed by the Floor Conduct Committee for each violation of Rules, Regulations, directives or guidelines issued by the Floor Conduct Committee relating to smoking and other use of tobacco products, badges, food and beverage, dress code, decorum, and guests and visitors on the Exchange Floor.

The following schedule of fines is approved; however, this schedule is non-binding, and the Floor Conduct Committee, in its discretion, may impose a fine not to exceed $5,000, in addition to any access denial, for the violations set forth below regardless of the number of the offense.

BADGES: (improper usage)	1st offense $25.00
	2nd offense $50.00
(Failure to display Exchange issued badge)	$200.00 each offense
(unauthorized entry into pits)	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00
(unauthorized usage of a key card)	1st offense $1,000.00
SMOKING/USE OF TOBACCO PRODUCTS:	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00
FOOD AND BEVERAGE:	1st offense $250.00
	2nd offense $500.00
	additional offense by individual - $1,000.00
GUESTS AND VISITORS:	1st offense $25.00

	2nd offense $50.00
	3rd offense $100.00
DRESS CODE:	1st offense $25.00
	2nd offense $50.00
	3rd offense $100.00
	No jeans are to be permitted on the Exchange Floor.
RUNNING:	1st offense by individual - $25.00
	2nd offense by individual - $50.00

	3rd offense by individual - $75.00
	4th offense by individual - $100.00
PROPERTY OFFENSES:	1st offense $200.00
	2nd offense $500.00
THROWING OF OBJECTS:	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00

The procedure for the imposition of a fine shall be as follows:

Floor Conduct Committee members, Security Guards or Pit Committee members (in accordance with Regulation 360.01) shall issue a ticket to the offender for a decorum offense. The ticket requires the signature of two Committee members.

The Committee members may issue a directive to designated exchange staff to impose a fine in the amount stated in the directive. Fines for offenses may be imposed on a member committing a violation, or upon a member or member firm for a violation committed by an employee of such member or member firm.

Designated Exchange Staff shall give the member or member firm written notification of the fine. The notice shall inform the member or member firm of the right to request a hearing and the consequences of a failure to pay the fine if no hearing is requested.

Property offenses, for the purpose of this Ruling 520.00A, shall include sitting or standing on floor booths, standing on chairs or stools on the trading floor, extending telephone cords across an aisle, defacing property, or any other action which may damage property or impede communications or traffic on the trading floor.

For purposes of this Ruling, the fine shall have been imposed as of the date that the written notice is delivered to the member or member firm. (02/01/04)

521.00 Floor Access - Upon receipt by the Association of actual notice that any member or registered eligible business organization, or any other person with trading privileges, has entered a plea of guilty to or has been adjudged guilty of a violation of any criminal statute involving moral turpitude, the Chairman of the Board may order an investigation (unless already in progress) to ascertain whether violations of the Rules and Regulations have occured, and the Board may, when immediate action is necessary to protect the best interests of the marketplace, and subject to the provisions of Regulation 540.06, forthwith deny access to the trading floor to such person or registered eligible business organization until the investigation, including any disciplinary proceedings, is concluded.

The issues in a Regulation 540.06 hearing under this Rule are limited to (1) whether or not the member or registered eligible business organization, or other person with trading privileges, has entered a plea of guilty to or has been adjudged guilty of a violation of any criminal statute involving moral turpitude, and (2) whether or not immediate action is necessary to protect the best interests of the marketplace. (04/01/98)

540.00 Proceedings Before The Board - The Board may review decisions of the Appellate Committee, and may agree to hear disciplinary matters referred to it by the Appellate Committee or the Hearing Committee. Whenever the respondent shall have had an opportunity to present evidence or legal defenses in connection with the pending matter before any Standing or Special Committee in accordance with Regulations 540.02 and 540.03, and the jurisdiction of the Board is based upon either an appeal by the respondent from the decision of such Committee or is a referral of the matter by such Committee to the Board, the Board shall not entertain any new evidence or new legal defenses not raised before such Committee except upon a clear showing by the respondent that such new evidence or new legal defense did not exist or was not ascertainable by due diligence at the time of the Committee proceedings, and that there was insufficient time within the intervening period prior to the hearing of the Board for the respondent to bring such new evidence or legal defense to the attention of such Committee.

After hearing all the witnesses and the respondent, if he desires to be heard, the Board shall determine whether to affirm, reverse, modify or remand the decision of the Committee under review and may impose penalties in accordance with Rule 560.00. The finding of the Board shall be final and conclusive when rendered.

If the respondent has not been given notice and opportunity for hearing, pursuant to Regulations 540.02 and 540.03, before a disciplinary committee, the Board may, rather than holding a hearing remand the matter to the appropriate disciplinary committee. 155 (08/01/94)

540.00A Committee Authority To Refer Matters for Investigation - Any Committee of the Association which in the course of its activities discovers a possible violation of the Rules and Regulations of the Association may, refer the matter to the Office of Investigations and Audits or the appropriate disciplinary committee. 39R (08/01/94)

540.01 Review Of Investigation Report - The disciplinary committee shall promptly review each investigation report. In the event the disciplinary committee determines that additional investigation or evidence is needed, it shall promptly direct the enforcement staff to conduct its investigation further. Within a reasonable period of time not to exceed 30 days after the receipt of a completed investigation report, the disciplinary committee shall take one of the following actions:

(a) If the disciplinary committee determines that no reasonable basis exists for finding a violation or that prosecution is otherwise unwarranted, it may direct that no further action be taken. Such determination must be in writing and contain a brief statement setting forth the reasons therefor.

(b) If the disciplinary committee determines that a reasonable basis exists for finding a violation which should be adjudicated, it shall direct that the person alleged to have committed the violation be served with a notice of charges and shall proceed in accordance with these regulations. (08/01/94)

540.02 Notice and Answer in Connection with Disciplinary Proceedings -

(a) Prior to the imposition of any penalty by the Board of Directors or a committee under the Rules and Regulations, the respondent shall be served with a statement of charges either personally or by leaving the same at his or its office address during business hours or by mailing it to him at his place of residence, which charges shall:

(1) State the acts, practices, or conduct in which the respondent is believed to have engaged;

(2) State the Rule or Regulations believed to have been violated;

(3) Advise the respondent that he or it is entitled to be represented by an attorney;

(4) Advise the respondent that he or it is entitled to a hearing.

(5) State the period of time, which in no event shall be less than five (5) business days after the service of the charges, within which a hearing on the charges may be requested;

(6) Advise the respondent that failure to request a hearing within the period stated, except for good

cause, shall be deemed a waiver of the right to a hearing; and

(7) State the penalty which will be imposed if a hearing is waived.

(b) If the respondent elects to answer the charges, such answer shall be filed within five (5) business days after the date of service of the charges, or within such further time as the Board of Directors or the appropriate Committee in its discretion deems proper.

The answer shall be in writing, signed by the respondent, and filed with the Office of Investigations and Audits; except that in connection with proceedings initiated under Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, such answers shall be filed with the Exchange Services Department. (08/01/94)

540.03 Procedures for Hearings on Charges - In connection with all hearings on charges, except those held pursuant to Regulation 540.05:

(a) The respondent shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the Association which is to be relied upon by the Office of Investigations and Audits or Exchange Services Department in presenting the charges contained in the notice of charges or which are relevant to those charges;

(b) At least ten (10) business days in advance of the hearing, the respondent shall submit to the Office of Investigations and Audits copies of all documents which the respondent intends to rely on in presenting his case and shall provide the Office of Investigations and Audits with a list of, and make available for inspection by the Office of Investigations and Audits, all books, records, names of witnesses, and other tangible evidence which the respondent intends to rely on; except that in any hearing held pursuant to Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, the documents and lists shall be submitted to and the books, records and other tangible evidence shall be made available for inspection by the Exchange Services Department. The hearing body, in its discretion, may refuse to consider any books, records, documents or other tangible evidence which was not made available or witnesses whose names were not submitted to the Office of Investigations and Audits, or the Exchange Services Department pursuant to this section. However, the hearing body will consider such evidence upon a clear showing that such evidence was not ascertainable by due diligence at least ten (10) business days in advance of the hearing and that there was insufficient time prior to the hearing to bring such evidence to the attention of the Office of Investigations and Audits or the Exchange Services Department.

(c) The hearing shall be promptly held before disinterested members of the hearing body after reasonable notice to the respondent. No member of a disciplinary body may serve on that body in a particular matter if he or any person or firm with which he is affiliated has a financial, personal or other direct interest in the matter under consideration.

(d) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

(e) The respondent shall have the right to invoke Rule 548.00, if applicable;

(f) The Office of Investigations and Audits shall be a party to the hearing and shall present its case on those charges and penalties which are the subject of the hearing; or in the case of any hearing held pursuant to Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, the Exchange Services Department shall be a party to the hearing and shall present its case on those charges and penalties which are the subject of the hearing.

(g) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(h) The respondent shall be entitled to cross-examine any person(s) appearing as witness(es);

(i) Subject to the provisions of Rule 540.00, the respondent shall be entitled to call witnesses and to present such evidence as may be relevant to the charges;

(j) Persons within the jurisdiction of the Association who are called as witnesses shall be obliged to appear at the hearing and to produce evidence (see 545.00);

(k) If the hearing is held at the request of the respondent, a substantially verbatim record of the hearing, capable of being accurately transcribed, shall be made and shall become part of the record of the proceeding. (10/01/95)

540.04 Disciplinary Decisions - All disciplinary decisions rendered pursuant to the Rules and Regulations shall be in writing and be based upon the weight of the evidence contained in the record of the proceeding. A copy of the decision shall be provided to the respondent and shall include:

(a) The charges, or a summary of the charges;

(b) The answer, if any, or a summary of the answer;

(c) A brief summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the investigation report;

(d) A statement of findings and conclusions with respect to each charge, including the specific Rules and Regulations which the respondent is found to have violated;

(e) A declaration of any penalty imposed and the effective date of the penalty;

(f) A statement that the respondent shall pay the cost of the transcription of the record of the hearing if an appeal or petition for review to the Commission is requested by the respondent.

All such decisions shall be rendered within thirty business days after the conclusion of the hearing, unless, by virtue of the complexity of the case or other special circumstances, additional time is required. (08/01/94)

540.05 Appeals from a Decision of a Disciplinary Committee - The following procedures shall apply to appeals to the Appellate Committee and the Board from the decisions of any Committee from which appeals are allowed under the Rules and Regulations.

(a) An appeal by the respondent from the decision of a committee or a referral of the matter by such committee to the Appellate Committee shall be heard by the Appellate Committee as provided in Regulations 540.02 and 540.03. Provided, however, that whenever the respondent shall have had an opportunity to present evidence or legal defenses in connection with the pending matter before any Standing or Special Committee in accordance with Regulations 540.02 and 540.03, the appeal shall be heard solely on the record of the proceedings before such committee, the written exceptions filed by the parties and the oral or written arguments of the parties. Further, the Appellate Committee shall not entertain any new evidence or new legal defenses not raised in the prior proceeding except upon a clear showing by the respondent that such new evidence or new legal defense did not exist or was not ascertainable by due diligence at the time of the proceedings, and that there was insufficient time within the intervening period prior to the hearing of the Appellate Committee for the respondent to bring such new evidence or legal defense to the attention of the committee.

The Appellate Committee shall not reverse any finding of a Standing or Special Committee or reverse or reduce any sanction imposed by a Standing or Special Committee unless the Appellate Committee determines that the finding or sanction is "clearly erroneous."

(b) Subject to the provisions of Rule 540.00, an appeal shall be heard by the Board solely on the record before the Committee, the written exceptions filed by the parties; and the oral and written arguments of the parties;

(c) Within thirty days after the conclusion of the hearing of the appeal, or within such additional time as may be necessary by virtue of the complexity of the case or other special circumstances, the Appellate Committee or the Board shall issue a written decision and provide a copy to the respondent. The decision shall include a statement of findings and conclusions with respect to each charge or penalty reviewed, including the specific rules which the respondent was found by the Committee to have violated, and the effective date of the disciplinary penalties, if affirmed, or of any modified penalties.

(d) No member of the Board or Appellate Committee shall hear an appeal if such member participated in any prior stage of the disciplinary proceeding or if he or any person or firm with which he is affiliated

has a financial, personal, or other direct interest in the matter. (10/01/97)

540.06 Procedures For Member Responsibility Actions - The Chairman or Acting Chairman of the Association, upon the advice of the Floor Governors Committee, Financial Compliance Committee or Business Conduct Committee, has jurisdiction to take summary action when immediate action is necessary to protect the best interests of the marketplace or membership, without affording an opportunity for a prior hearing ("member responsibility actions"). The following procedures shall apply to such actions:

(a) The respondent shall, whenever practicable, be served with a notice before the action is taken. If prior notice is not practicable, the respondent shall be served with a notice at the earliest possible opportunity. The notice shall:

(1) State the action;

(2) Briefly state the reasons for the action, and

(3) State the effective time and date and the duration of the action;

(b) The respondent shall have the right to be represented by legal counsel or any other representative of his choosing in all proceedings subsequent to any summary action taken;

(c) The respondent shall be given an opportunity for a subsequent hearing, within five business days, before the Floor Governors Committee, Financial Compliance Committee or the Business Conduct Committee. The hearing shall be conducted in accordance with the requirements of Regulation 540.03 (c)-(j);

(d) Within five business days following the conclusion of the hearing, the body before which the hearing is held shall render a written decision based upon the weight of the evidence contained in the record of the proceeding and shall provide a copy to the respondent. The decision shall include:

(1) A description of the summary action taken;

(2) The reasons for the summary action;

(3) A brief summary of the evidence produced at the hearing;

(4) Findings and conclusions;

(5) A determination that the summary action should be affirmed, modified, or reversed; and

(6) A declaration of any action to be taken pursuant to the determination specified in (5) above and the effective date and duration of such action.

The Chairman or Acting Chairman of the Association has jurisdiction to reverse summary action taken against an individual member pursuant to Rule 270.00 or Rule 278.00, or against a member firm pursuant to Regulation 416.04, at any time prior to a hearing held pursuant to this Regulation, or, if no hearing is held, prior to the expiration of five business days after the summary action is taken, without the prior approval of the Financial Compliance Committee or the Business Conduct Committee, if the affected member or member firm demonstrates to the satisfaction of the Chairman or Acting Chairman that the condition which was the basis for the action no longer exists. (07/01/97)

540.07 Finality Of Disciplinary Decisions And Member Responsibility Actions - All disciplinary decisions rendered or member responsibility actions taken pursuant to the Rules and Regulations shall be final and conclusive when rendered, unless appealable, in which case the decision shall become final the first business day after the time for appeal has passed, if no appeal is taken, or when the decision of the appeals body is rendered.

The person or body rendering such decision shall determine the effective date of such action. Provided, however, that the effective date shall be at least fifteen (15) days after written notice is delivered to the person against whom the action is taken, and to the Commodity Futures Trading Commission, except that such action may become effective prior to that time if:

(1) The action was taken according to the provisions of Regulation 540.06;

(2) The person against whom the action is taken has consented to the sanction to be imposed; or

(3) The action was taken by the Secretary under Rule 563.00. (08/01/94)

540.08 Offers of Settlement - Any member, member firm or other person who is the subject of charges filed before the Board or who has filed an appeal of a disciplinary action with the Board, may submit a written offer of settlement in connection with such proceedings to the President. The President is authorized to consider such settlement offers, negotiate alternative provisions therein, and recommend to the Board that it either accept or reject any settlement offer. The Board, by majority vote of a duly convened quorum, has the sole authority to accept or reject any such settlement offer. If an offer of settlement is accepted by the Board, it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision also shall include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

The member, member firm or other person who submits a written settlement offer to the President may withdraw it at any time before final acceptance by the Board. If a settlement offer is withdrawn or is rejected by the Board, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer.

Any member, member firm or other person who is the subject of charges before the Appellate Committee or who has filed an appeal of a disciplinary action with the Appellate Committee, may submit a written offer of settlement in connection with such proceedings to the Appellate Committee. The Appellate Committee is authorized to consider such settlement offers, negotiate alternative provisions therein, and either accept or reject any settlement offer. If an offer of settlement is accepted by the Committee it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision shall also include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

The member, member firm or other person who submits a written settlement offer to the Appellate Committee may withdraw it at any time before final acceptance by the Committee. If a settlement offer is withdrawn or rejected by the Committee, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer.

Each settlement offer presented to the Board or to the Appellate Committee shall be deemed to incorporate the following terms:

(1) Respondent acknowledges that the Office of Investigations and Audits will have the opportunity to present its views on the proposed settlement to the President, the Board, or the Appellate Committee, as applicable; and

(2) Respondent waives any objection to having the Board or the Appellate Committee, as applicable, hear the case even it the Board or the Appellate Committee has previously considered and rejected a settlement offer. (08/01/97)

540.09 Offers of Settlement - Any member, member firm, their wholly-owned affiliates or other person who is the subject of preliminary charges issued by the Business Conduct Committee, Financial Compliance Committee or Floor Governors Committee ("respondent"), may submit a written offer of settlement in connection with such proceedings to the Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee or the Hearing Committee. The Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee and Hearing Committee are authorized to consider such settlement offers, negotiate alternative provisions therein, and either accept or reject any settlement offer. When preliminary charges are pending before the Hearing Committee, before a hearing begins, the Committee that issued the charges has the sole authority to consider settlement offers. Once the Hearing Committee has begun hearing evidence, the Hearing Committee has exclusive settlement authority. The Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee and Hearing Committee may, in their discretion, permit a respondent to accept a penalty without either admitting or denying any rule violations upon which the penalty is based. If an offer

of settlement is accepted by any such Committee, it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision also shall include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

Each settlement offer presented to any such Committee shall be deemed to incorporate the following terms:

(1) Respondent acknowledges that the Office of Investigations and Audits will have the opportunity to present its views on the proposed settlement to the Committee; and

(2) Respondent waives any objection to having the appropriate Committee hear the case even if that Committee has previously considered and rejected a settlement offer.

The member, member firm, wholly-owned affiliate or other person who submits a written settlement offer to any such Committee may withdraw it at any time before final acceptance by the Committee. If a settlement offer is withdrawn or rejected by any such Committee, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer. (08/01/97)

540.10 Disciplinary Jurisdiction Over Agricultural Regular Firms - In addition to the disciplinary authority of the Hearing Committee, Appellate Committee, Business Conduct Committee and Financial Compliance Committee over agricultural regular firms, as set forth in paragraphs (f) and (g) of Rule 542.00 and paragraphs (f) and (g) of Rule 551.00, each of these Committees may discipline an agricultural regular firm for violation of any Rules and Regulations by imposing a fine on such firm, and/or by revoking the firm's regularity status. Subject to and in accordance with Regulation 540.08, an agricultural regular firm that is the subject of charges filed before the Board or that has filed an appeal of a decision with the Appellate Committee or the Board, may submit a written offer of settlement in connection with such proceeding to the Appellate Committee or, in matters before the Board, to the President of the Association. (08/01/94)

540.11 Appellate Committee -

(a) Membership. Each year the Chairman of the Board, with the approval of the Board, shall appoint from those members of the Association who currently serve or who shall have previously served as an elective officer of the Association and who shall not be a member of a standing disciplinary committee, to serve as a member of the Appellate Committee. The Committee shall consist of five (5) members, at least one of whom is currently an elective officer of the Association. A vacancy in the Committee shall be filled by appointment by the Chairman of the Board, with the approval of the Board.

(b) Meetings and Quorum. The Appellate Committee shall determine the time and place for its meetings and the manner and form in which its meetings shall be conducted. The attendance of three (3) Appellate Committee members shall constitute a quorum of the Committee. The majority vote of the quorum of the Appellate Committee shall be the official act or decision of the Committee.

(c) Duties of the Committee. It shall be the function of the Committee to serve as the appellate body in review of disciplinary decisions of committees of the Association or, upon referral by such committee to hear the matter, in accordance with Regulation 540.05. After hearing all the witnesses and the respondent, if he/she decides to be heard, the Committee shall determine whether the respondent is guilty of the offense or offenses charged. If the Committee determines that the accused is guilty, the Committee may impose penalties in accordance with Rule 560.00.

(d) Appeal. The findings of the Appellate Committee shall be final and conclusive when rendered, although subject to review by the Board of Directors in accordance with Regulation 540.05(b) upon the request of the Board or upon referral by the Committee. A request that the Board review a decision must be made:

- if on the motion of the Board, upon review of the notice of the decision in the materials for the first regularly scheduled Board meeting not less than twenty (20) days after the date of the

decision;

- if by the Appellate Committee, within fifteen (25) days of the date of the decision; and

- if by a person against whom the decision has been rendered within ten (10) days of the date he receives the decision.

(e) Offense Against The Association. Any member of the Association, member firm, or other person with trading privileges who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended or expelled by the Board.

(f) Oath. Every member of the Appellate Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his capacity as an Appellate Committee member if such information is confidential, commercially sensitive, or non-public, except when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to demand by an authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(g) Holdover Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding and the term of the members expires, the members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall continuation in office impair the appointment of a successor Committee or the successor Committee's right to participate in all other Committee business.

(h) Associate Members as Appellate Committee Members. Associate Members of the Exchange are eligible for appointment to the Appellate Committee as full voting members, provided that such Associate Member qualifies pursuant to paragraph (a) of this Regulation, and further provided that Associate Members shall not be eligible to serve as Chairman of the Committee. The Committee shall at no time have more than two Associate Members on the Committee. (08/01/94)

540.12 Hearing Committee -

(a) Membership. The Hearing Committee shall consist of twenty-one (21) individual members of the Association appointed each year by the Chairman of the Board with the approval of the Board. For all purposes under these Rules, the Hearing Committee shall be considered a disciplinary committee. Hearing Committee members shall have previously served on the Board, the Business Conduct Committee, the Floor Governors Committee, the Financial Compliance Committee or the Arbitration Committee, but no person shall be a member of the Committee who, at the same time, is a member of the Board or any other standing disciplinary committee. A panel of seven members shall be selected from the Committee for each hearing, in a manner established by the Committee, consistent with the requirements of Regulation 540.14. Each panel shall, by a majority vote, elect a Chairman.

(b) Hearing Executive Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman of the entire Committee, along with two other members from among the members of the Committee, to serve as a Hearing Executive Committee.

(c) Meetings and Quorum. The Hearing Committee shall determine the time and place of its meetings and the manner and form in which its meetings shall be conducted. The attendance of four Hearing Committee members shall constitute a quorum of the Committee. The majority vote of the quorum of the Hearing Committee shall be the official act or decision of the Committee.

(d) Duties of the Committee. The Hearing Committee shall conduct disciplinary hearings pursuant to the Rules and Regulations of the Association. Following notice and answer in accordance with Regulation 540.02, the Hearing Committee shall conduct hearings in connection with proceedings initiated under Rule 542.00(f), Rule 551.00(f) and Rule 543.00(d). Procedures for the hearing shall be in accordance with Regulation 540.03. After hearing all the witnesses and the respondent, if he/she decides to be heard, the Committee shall determine whether the respondent is guilty of the offense or offenses

charged. If the Hearing Committee determines that the accused is guilty, the Committee may impose penalties in accordance with the rule pursuant to which the proceedings were initiated. In the event there is a finding of multiple violations of any Rules or Regulations, it shall be within the Committee's discretion to apply its suspension powers either in a consecutive or concurrent manner.

(e) Appeal. A member, member firm, person with trading privileges or agricultural regular firm may appeal from the decision of the Committee by filing with the Secretary of the Association within ten (10) business days after the Committee's decision is sent to the respondent a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the Committee's decision.

(f) Offense Against the Association. Any member, member firm, other person with trading privileges or agricultural regular firm who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended or expelled by the Board.

(g) Oath. Every Hearing Committee member shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity as a Hearing Committee member if such information is confidential, commercially sensitive, or nonpublic, except when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(h) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of a successor or the successor's right to participate in all other Committee business. (12/01/94)

540.13 Application of Rules and Regulations - The provisions of this Chapter shall apply to all members, registered partnerships and corporations, their wholly-owned affiliates, other persons with trading privileges, agricultural regular firms, guaranteed introducing brokers, and any employee or Associated Person of any such individual or firm, unless specifically exempted. (07/01/97)

540.15 Failure to Pay a Disciplinary Fine - When the Treasurer of the Association certifies to a Committee that imposed a fine that such fine is due and has not been paid, the person who was ordered to pay the fine shall be suspended from all membership privileges (including but not limited to floor and electronic access, member transaction fees and the right to lease a membership or membership interest), subject to Regulation 540.06, until the Treasurer certifies to the Committee that the fine has been paid. (06/01/94)

541.00 Special Investigations By Board - If at any time the Board shall have reason to suspect that any member, member firm, or other person with trading privileges, has been guilty of any offense against the Association and no investigation has been initiated into the matter, the Board shall direct the Office of Investigations and Audits to conduct an investigation and shall direct the appropriate disciplinary committee, or if necessary appoint a Special Committee outside of its own number, to review the investigation as to whether there is just ground for such suspicion. If the Committee decides that there is just ground for such suspicion, it shall direct that charges be filed with the Board as provided in Rule 540.00. (08/01/94)

542.00 Business Conduct Committee -

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint the members of the Business Conduct Committee. Only members of the Association who are not Directors or Officers of the Association shall be eligible for appointment as members of the Committee. All Committee Members shall be Full Members except that one Committee Member may be an Associate Member. Four members shall be appointed for staggered three-year terms. Additional members may be appointed for one-year terms, but no more than four such members may be appointed. Terms currently in effect at the time of adoption of this amended Rule shall continue to be in effect until they expire. At the time this amended Rule becomes effective, a member shall be appointed to serve a term expiring February 1, 1984. Each year the Chairman of the Board shall appoint one member of the Committee for a three-year term and may appoint no more than four members for one-year terms, except that for February 1, 1984, and every third year thereafter, the Chairman of the Board shall appoint two members of the Committee for three-year terms and may appoint no more than four members for one-year terms. A vacancy in the Committee shall be filled for the unexpired term in the same manner as provided above, except that unexpired one-year terms may be left vacant at the discretion of the Chairman of the Board. The President shall be an ex officio member of the Committee.

(b) Chairman and Vice-Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice-Chairman of the Committee from among the members of the Committee. The Chairman and Vice Chairman shall be appointed to serve as Chairman and Vice Chairman for a one-year term.

(c) Oath of Members. Every member of the Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity if such information is confidential, commercially sensitive or non-public, including any information regarding the market position, financial condition, or identity of any trader or firm, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal

proceedings or actions of a duly authorized committee of the Association, or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board.

(d) Quorum. The attendance of three members at a meeting shall constitute a quorum. The actions of a majority of the members present shall be the actions of the Committee.

(e) Business Conduct Committee on Particular Matter. If the Business Conduct Committee shall determine that it is improper for any or all of its regular members to serve during the consideration and decision of any particular matter, or if any or all the regular members shall be unable to serve during the consideration and decision of any particular matter, the Business Conduct Committee may request the Chairman of the Board to appoint an alternate or alternates to sit throughout the investigation, hearing, and decision of such matter. The Chairman of the Board shall have the power to appoint any member or members as such alternate or alternates. When so appointed such alternate or alternates shall, with respect to such particular matter, have all the powers and duties of the regular member or members for whom he is or they are acting, and the "Committee on Particular Matter," consisting of such alternate or alternates, and the remaining regular members of the Business Conduct Committee, if any, shall with respect to such particular matter have all the duties and powers of the regular Business Conduct Committee. During such period as a Committee or Committees on a Particular Matter or Matters are functioning, the regular Business Conduct Committee and the regular members thereof shall continue to have all the powers and to perform all the duties concerning matters not under consideration by a Committee or Committees on Particular Matters.

(f) Duties of Committee. The Committee shall determine the manner and form in which its proceedings shall be conducted. The Committee shall provide for the prevention of manipulation of prices and the cornering of any commodity on the Exchange, and shall also have general supervision of the business conduct of members, member firms, any other persons with trading privileges, wholly-owned affiliates, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, particularly insofar as such conduct affects (1) non-member customers; (2) the public at large; (3) the State Government; (4) the Federal Government; (5) public opinion; and (6) the good name of the Association. The Committee shall also have general supervision, other than financial supervision, over all agricultural regular firms and their employees, member and non-member alike, with respect to each such firm's compliance with the Association's Rules and Regulations pertaining to its regularity. The Committee in performing its duties may investigate the dealings, transactions and financial condition of members, member firms, any other persons with trading privileges, wholly-owned affiliates, agricultural regular firms, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, and may examine their books and papers upon request. The Committee may employ such auditors and other assistants as it may deem necessary, and all expenses incident thereto shall be payable from the funds of the Association.

The Committee shall have the authority to charge a member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or any employee or associated person of any such individual or firm alleged to have violated any Rule or Regulation within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000.00 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations it shall be within the relevant Committee's discretion to apply its

denial or suspension powers either in a consecutive or concurrent manner.

A party under a cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

The decision of the Business Conduct Committee or the Hearing Committee may be appealed to the Appellate Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association, within ten (10) business days after the decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

Any member, member firm, other person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm who fails to appear before the Committee pursuant to its request, or to submit his or its books and records to the Committee at its request, shall be guilty of an offense against the Association.

The Committee may review at any time the operations or procedures of members, member firms, any other persons with trading privileges, wholly-owned affiliates, agricultural regular firms, guaranteed introducing brokers, and any employees or associated persons of any such individuals or firms to assure compliance with the Rules and Regulations of the Association. Whenever such review discloses a condition or practice which, in the Committee's judgment, falls within the provisions of Regulation 270.01 or Regulation 540.06, it shall so advise the Chairman of the Board and recommend such action as it deems appropriate in the circumstances.

(g) Offense Against the Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, other person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(h) Hold-Over Members. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/98)

543.00 Floor Governors Committee-

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint from the Membership of the Association the members of a Floor Governors Committee who shall not be Directors or Officers of the Association. The Committee shall consist of seven members. Each year the Chairman of the Board, with the approval of the Board, shall appoint one member of the Committee for a term of three years dating from February 1 of such year. Each year, the Chairman of the Board, with the approval of the Board shall also appoint from the Membership two members of the Committee to serve for a one year term dating from February 1 of such year. In addition, each year, beginning with 1985, the Chairman of the Board, with the approval of the Board, shall also appoint from the Membership a member of the Committee for a two year term dating from February 1 of such year. A vacancy in the Committee shall be filled for the unexpired term by appointment by the Chairman of the Board, with the approval of the Board.

(b) Chairman and Vice Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice Chairman of the Committee from among the members of the Committee. The Chairman and Vice Chairman shall be appointed to serve as Chairman and Vice Chairman for a one-year term.

(c) Meetings and Quorum. The Floor Governors Committee shall determine the time and place of its meetings and the manner and form in which its meetings shall be conducted. The attendance of four Floor Governors shall constitute a quorum of the Committee. The majority vote of the quorum of the Floor Governors Committee shall be the official act or decision of the Committee.

(d) Duties of the Committee. It shall be the function and duty of the Floor Governors Committee to assure

that the practices and conduct of the members of the Association, member firms, other persons with trading privileges, and employees of any such individual or firm on the Floor of the Exchange are in compliance with the Rules and Regulations. Whenever any violation of the Rules or Regulations is suspected by the Committee, and the Committee determines, after investigation by the Office of Investigations and Audits, that action should be taken, the Committee shall provide notice and opportunity for a hearing in compliance with Regulations 540.02 and 540.03. The Committee shall have the authority to charge a member, member firm, person with trading privileges, or any employee of any such individual or firm alleged to have violated any Rule or Regulation within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations, it shall be within the relevant Committee's discretion to apply its denial or suspension powers either in a consecutive or concurrent manner.

Also fines not to exceed $5,000 for any act may be imposed as specifically authorized in Regulation 519.03.

A party under a cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

(e) Appeal. A member, member firm, other person with trading privileges, or any employee of any such individual or firm, may appeal from the decision of the Floor Governors Committee or the Hearing Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association within ten (10) business days after the decision is sent to the respondent a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

(f) Offense Against The Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, other person with trading privileges, or employee of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(g) Oath. Every Floor Governor shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity as a Floor Governor if such information is confidential, commercially sensitive, or non-public, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(h) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business.

(i) Associate Members as Floor Governors. Associate Members of the Exchange are eligible for appointment to the Floor Governors Committee as full voting members, provided that Associate Members shall not be eligible to serve as Chairman of the Committee. The Committee shall at all times have at least two Associate Members on the Committee. (08/01/98)

543.01 Investigations - The President or the Executive Vice-President shall have the authority to

order investigations into any complaints made to the Association or into any situation no matter how brought to their attention involving possible violations of the Rules and Regulations of the Association. 1792 (08/01/94)

544.00 Waiver of Hearing - The statement of charges may provide that if the respondent fails, except for good cause, to request a hearing within a specified period of time, which in no event shall be less than five business days after the service of the charges, he shall be deemed to have accepted a penalty stated in the charges. (08/01/94)

545.00 Testimony And Production Of Books And Records - If a member of the Association, member firm, or other person with trading privileges, is required to submit his books and records, or the books and records of his firm, or corporation, or any portion thereof, to the Board, or to any authorized Standing or Special Committee, or to the individual responsible for the supervision of the Office of Investigations and Audits as provided for in Regulation 170.01, or, subject to the provisions of Rule 548.00, to furnish any information to or to appear and testify before, or to cause any of his partners or employees to appear and testify before such Board, or such authorized Committee, or at the request of such individual responsible for the supervision of the Office of Investigations and Audits, it shall be an offense against the Association to fail or refuse to comply with such requirements. 153 (08/01/94)

545.01 Furnishing Information - Pursuant to Rule 545.00 and Regulations 545.02 and 545.03, each clearing member shall furnish to the Board or to any committee or department specified by the Board, such information respecting daily trading, deliveries, exchanges of futures for cash commodities or other activity as the Board deems necessary for compliance by the Association with the provisions of Regulations Sections 16.00 through 16.03 under the Commodity Exchange Act or as required to be made or maintained under the Rules and Regulations. Such data shall be furnished at such times and in such manner and form as the Board or the committee or department acting for the Board may prescribe.

The Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee may, without hearing, impose minor penalties against members or member firms for failure by such members or member firms, or for failure by any persons for whom such members or member firms are responsible, to submit requested routine trade documentation within the respective Committees' jurisdiction in the manner prescribed by the Committee. Minor penalties for the purpose of this Regulation shall be defined as fines not exceeding $1,000 for any one offense.

If the documents requested are one year old or less, they must be produced and submitted to the Office of Investigations and Audits within five (5) business days. If the documents requested are more than one year old and less than five years old, they must be produced and submitted to the Office of Investigations and Audits within ten (10) business days. The Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee may impose a fine of up to $1,000 for each business day thereafter on which the member, member firm or any person for whom such member or member firm is responsible, has not produced and submitted the requested documents to the Office of Investigations and Audits.

A respondent may request an appeal of a minor penalty by filing a written request for a hearing with the Office of Investigations and Audits within ten (10) business days after the penalty is imposed; the Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee shall hear the matter in accordance with Regulations 540.02 through 540.05. The decision of the Business Conduct Committtee, the Financial Compliance Committee, or the Floor Governors Committee may be appealed to the Appellate Committee as provided in Rule 542.00(f) or 543.00(e). Failure to request a hearing shall be deemed a consent to the fine. Unless a hearing is requested, failure to pay a fine within thirty (30) days after the penalty is imposed shall automatically triple the amount of the fine. 1973 (08/01/94)

545.02 Record Keeping - Pursuant to Rule 545.00 and Regulation 545.03, each member and member firm shall keep in an accurate and complete manner all books and records required to be made or maintained under the Rules and Regulations. All books and records required to be kept shall be kept for a period of five (5) years from the date thereof and shall be readily accessible for a period of two (2)

years from the date thereof. All reports required to be submitted to the Association or its delegate shall be reported accurately and completely. (08/01/94)

545.03 Record Keeping Qualifications - Each member, member firm and other person with membership privileges shall be required, pursuant to the rules and regulations, to keep, maintain and furnish only those books and records that relate directly to the trading of futures and options contracts, satisfaction of the minimum financial requirements for futures commission merchants and qualifications for membership. (08/01/94)

545.04 Report Transmission Requirement - Each clearing member shall be required to have the ability to electronically transmit any bookkeeping reports to the Clearing Services Provider that are required by such Clearing Services Provider, at such times and in the form and manner designated by the Clearing Services Provider. (01/01/04)

545.05 Maintenance of Telephone Recordings - Members and member firms which record conversations conducted on their Exchange Floor telephone lines shall maintain the resultant recordings for a period of 10 business days following the day when such recordings are made. In addition, all recordings of Exchange Floor headset communications shall be maintained for a period of 10 business days following the day when such recordings are made. (07/01/98)

546.00 Testimony Before Other Exchanges - If the Board shall deem it is to the interest and welfare of the Association, or to the public interest, or in the interest of just and equitable principles of trade, to facilitate the examination by the authorities of another exchange of any transaction in which a member of the Association has been concerned and that the testimony of such member, his partners, or employees, or his books and papers, or the books and papers of his firm, or corporation, or any partner therein are material to such examination, and shall direct such member to appear and testify, or to cause any of his partners or employees to appear and testify, or to produce such books and papers before the authorities of said other exchange, or any committee thereof, for the purposes of such examination, and the member of the Association shall refuse or fail to comply with such direction, he may be adjudged guilty of an act detrimental to the interest or welfare of the Association. 154 (08/01/94)

548.00 Incriminating Evidence - Upon any investigation or trial before the Board, or before any committee, or before any other tribunal of the Association, no member or agricultural regular firm shall be required to answer, or be subject to any penalty for failing to answer any question, when such member or agricultural regular firm shall make oath that the answer, if given, would convict or tend to convict such member or agricultural regular firm of the violation of any law of the United States or any state. 161 (08/01/94)

549.00 Depositions of Witnesses - Upon any investigation authorized under the Rules and Regulations of the Association, the oral depositions of witnesses may be taken. The party under investigation shall be given at least five (5) days written notice of the time of the deposition and place where the witness will be deposed, which may be at any location within the United States. The party under investigation shall have the right to be present in person or by representative at the oral deposition, with right of cross-examination. All oral depositions of witnesses shall be taken under oath, before an officer qualified in the place of the deposition to administer oaths, and the complete testimony of the witnesses shall be transcribed by such officer or by a person under his supervision. Oral depositions taken in accordance with this provision shall be admissible in evidence at any hearing of the board or a Committee, reserving to the party under investigation the right to object at the hearing to the relevancy or materiality of the testimony contained therein. 162 (08/01/94)

550.00 Rehearing - A suspended or expelled member or member firm, and any member or member firm that has been fined, may petition the Appellate Committee for a rehearing. Upon presentation of the petition, the Appellate Committee, by a majority vote, may order a rehearing to determine whether the disciplinary action was the result of false testimony or was otherwise unjust or improper.

The rehearing will be conducted in accordance with Regulations 540.02 and 540.03.

If, after a rehearing the Appellate Committee unanimously finds that such member or member firm was mistakenly expelled, suspended, or fined, or that the penalty imposed was excessive, the prior disciplinary action against such member or member firm may be set aside or the penalty mitigated. No prior disciplinary action or penalty shall be set aside or mitigated if any member of the Appellate Committee votes against such action.

The petition of a member or member firm who has been suspended, expelled, or fined, for a rehearing shall be posted upon the bulletin board of the Exchange for at least one week prior to its presentation to the Appellate Committee.

A member or member firm whose prior expulsion, suspension, and/or fine is set aside or mitigated in accordance with this Rule shall have no claim in law or equity against the Association or any Director, committee member, officer or employee thereof by virtue of such prior action thus set aside or mitigated.

A rehearing is not a right. An action of the Appellate Committee is final when rendered as provided in Regulation 540.07, but may be reviewed by the Board pursuant to Regulation 540.05. Every suspension, expulsion, or fine will be considered final until set aside or reduced under this Rule. 157 (08/01/94)

551.00 Financial Compliance Committee-

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint the members of the Financial Compliance Committee. The Committee shall consist of five qualified individuals, whether members or non-member employees of member firms. Each year thereafter, the Chairman of the Board, with the approval of the Board, shall appoint two members of the Committee to serve a term of two years and one member to serve a term of one year. A vacancy in the Committee shall be filled for the unexpired term in the same manner as provided above, except that unexpired one-year terms may be left vacant at the discretion of the Chairman of the Board.

(b) Chairman and Vice-Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice-Chairman of the Committee from among the members of the Committee. The Chairman and Vice-Chairman shall be appointed to serve as Chairman and Vice-Chairman for a one-year term.

(c) Oath of Members. Every member of the Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity if such information is confidential, commercially sensitive or non-public, including any information regarding the market position, financial condition, or identity of any trader or firm, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association, or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board.

(d) Quorum. The attendance of three (3) members at a meeting shall constitute a quorum. The actions of a majority of the members present shall be the actions of the Committee.

(e) Financial Compliance Committee on Particular Matter. If the Financial Compliance Committee shall determine that it is improper for any or all of its regular members to serve during the consideration and decision of any particular matter, or if any or all the regular members shall be unable to serve during the consideration and decision of any particular matter, the Financial Compliance Committee may request the Chairman of the Board to appoint an alternate or alternates to sit throughout the investigation, hearing, and decision of such matter. The Chairman of the Board shall have the power to appoint, consistent with paragraph (a) above, any member or members as such alternate or alternates.

When so appointed, such alternate or alternates shall, with respect to such particular matter, have all the powers and duties of the regular member or members for whom he is or they are acting, and the "Committee on Particular Matter," consisting of such alternate or alternates, and the remaining regular members of the Financial Compliance Committee, if any, shall with respect to such particular matter have all the duties and powers of the regular Financial Compliance Committee. During such period as a Committee or Committees on a Particular Matter or Matters are functioning, the regular Financial Compliance Committee and the regular members thereof shall continue to have all the powers and to perform all the duties concerning matters not under consideration by a Committee or Committees on Particular Matters.

(f) Duties and Authority of the Committee. The duty of the Committee is to monitor and ensure the capital and financial integrity of members and member firms. The Committee may determine, in its sole discretion, that there is reason to believe that the financial status of a member or member firm represents a condition inconsistent with sound business practices and financial integrity, and may exercise the following authority, without limitation, over the financial organization of members and member firms.

The Committee shall determine the manner and form in which its proceedings shall be conducted. The Committee shall have authority, without limitation, over the financial organization of member firms and the financial inter-relationships between member firms and their wholly-owned affiliated entities, including parents and subsidiaries. The Committee shall also have the authority, without limitation, to supervise the nature of capital formation and the capital compliance of members, member firms, wholly-owned affiliates, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, particularly insofar as such conduct may have an adverse impact on the member's, member firm's or wholly-owned affiliate's capital or financial stability. The Committee shall also have the authority, without limitation, to supervise the financial organization, nature of capital formation and the capital compliance of all agricultural regular firms and their employees, member and non-member alike.

The Committee in performing its duties may investigate the dealings, transactions and financial interrelationships and condition of members, member firms, wholly-owned affiliates, agricultural regular firms, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, may examine their books and papers upon request, and, with respect to member firms, may prescribe such capital requirements as it deems appropriate, including, without limitation, requiring the immediate or expeditious infusion of additional capital (subject to the procedures contained herein). Upon approval by the Chairman of the Board, the Committee may employ such experts, auditors, counsel and other assistants as it may deem necessary on a case-by-case basis, and all expenses incident thereto shall be payable from the funds of the Association.

(1) Where immediate action is necessary, the Committee shall have the authority prior to a hearing, only upon written approval by the Chairman of the Board, to take summary action consistent with this rule subject to a subsequent hearing to be held within five (5) days from the date of the summary action in accordance with Regulation 540.06. This hearing, conducted before the Committee or Board, shall follow the requirements of Regulation 540.03(c)-(j).

The member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm will be immediately notified in writing of the Committee's or Board's decision, in the form of an order signed by the Chairman of the Committee and the Chairman of the Board of Directors. Upon written notification of the decision, the respondent may request a hearing to be held within five (5) days. After this hearing, the respondent may appeal the decision to the Board of Directors. The Board of Directors may modify the conditions of the original order.

Alternatively, any such summary order may be appealed directly to the Board of Directors within one business day. The member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated

person of any such individual or firm subject to such order must give written notice of appeal to the Secretary immediately upon receipt of the Committee's order; the Board shall hear the appeal within one business day following receipt of said appeal notice or such later date as the Board may establish pursuant to the written waiver of the one business day hearing requirement by the member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm.

(2) The Committee shall have the authority to charge a member, member firm, wholly-owned affiliate, agricultural regular firm, person with trading privileges, guaranteed introducing broker, or any employee or associated person of any such individual or firm alleged to have violated any Rule or Regulation or written policy within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000.00 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations it shall be within the relevant Committee's discretion to apply its denial or suspension powers either in a consecutive or concurrent manner.

A party under cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

The decision of the Financial Compliance Committee or the Hearing Committee may be appealed to the Appellate Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association, within ten (10) business days after the decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

(3) Any member, member firm, wholly-owned affiliate, agricultural regular firm, other person with trading privileges, guaranteed introducing broker, or employee or associated person of any such individual or firm who fails to appear before the Committee pursuant to its request, or to submit his or its books and records to the Committee at its request, shall be guilty of an offense against the Association.

The Committee may review at any time the operations or procedures of members, member firms, wholly-owned affiliates, agricultural regular firms, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individuals or firms to assure compliance with the Rules and Regulations of the Association. Whenever such review discloses a condition or practice which, in the Committee's judgment, falls within the provisions of Regulation 270.01 or Regulation 540.06, it shall so advise the Chairman of the Board and recommend such action as it deems appropriate in the circumstances.

(g) Offense Against the Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, wholly-owned affiliate, agricultural regular firm, other person with trading privileges, guaranteed introducing broker, or employee or associated person of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(h) Hold-Over Members. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or

members may continue in office until the proceeding has ended. A hold-over member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/04)

560.00 Expulsion and Suspension from Membership - Unless otherwise specifically provided, the penalty of suspension from membership may be inflicted, and the period of suspension determined, by the vote of a majority of the members of the Appellate Committee or the Board present, and the penalty of expulsion from membership or of ineligibility of a suspended member for reinstatement may be inflicted only by a vote of two-thirds of the members of the Board present.

At any disciplinary hearing the Appellate Committee or the Board may impose a fine upon any member or member firm for each Rule or Regulation violated. By majority vote of the Appellate Committee members or Directors present, the fine for each Rule or Regulation violated shall not exceed $250,000. The time for payment of any such fine shall be determined by the Appellate Committee or the Board. Failure of any member or member firm to pay the fine during the prescribed period shall be considered an act detrimental to the interest and welfare of the Association. 140 (08/01/94)

560.01 Disciplinary Notice - Any member who is suspended, expelled, denied access to the Floor of the Exchange or otherwise disciplined shall be notified of such action in writing, with notification to the Commodity Futures Trading Commission in a manner permitted by the Commission, within thirty (30) days. The notification shall include the reasons for the Exchange action in the form and manner the Commission prescribes. 1795 (01/01/00)

560.02 Association Bar - Unless otherwise specifically provided, the penalty of a bar from association with any member or member firm may be imposed, and the period of an association bar determined, by the vote of a majority of the members of the Appellate Committee or the Board present. A permanent bar from association may be imposed only by the Board by a vote of two-thirds of the members of the Board present. For purposes of this regulation, a bar from association with any member or member firm includes, but is not limited to, a member's acting in the capacity of a partner, officer, director, employee and/or agent of a member or member firm. (08/01/94)

561.00 Suspended or Expelled Member Deprived of Privileges - When a member is suspended by a Committee of the Association or the Board, such member shall be deprived during the term of his suspension of all rights and privileges of membership, but he may be proceeded against by the Board for an offense other than that for which he was suspended.

The expulsion of a member terminates all rights and privileges arising out of his membership, except such rights in respect to the proceeds of the transfer thereof as he may have under the provisions of Chapter 2 hereof. 159 (08/01/94)

562.00 Discipline During Suspension - A member suspended under the provisions of this Chapter may be proceeded against by the Board for any offense committed by him either before or after the announcement of his suspension, in all respects as if he were not under suspension. (08/01/94)

563.00 Trade Checking Penalties - The Floor Conduct Committee may assess a penalty not to exceed $1,000.00 for each day that a member or registered eligible business organization fails to make adequate provisions for the checking of trades that have been rejected by the Clearing Services Provider. Such penalty may be appealed to the Appellate Committee on the ground that it is excessive or unreasonable, and the Appellate Committee may thereupon revoke, modify, or impose a greater or different penalty. (01/01/04)

Chapter 6
Arbitration of Member Controversies

Chapter 6
Arbitration of Member Controversies

600.00 Arbitration of Member Controversies - Any controversy between parties who were members at the time such controversy arose and which arises out of the Exchange business of such parties shall, at the request of any such party, be submitted to arbitration in accordance with regulations prescribed by the Exchange. Every member, by becoming such, agrees to arbitrate all such disputes with other members in accordance with this Rule and the regulations prescribed by the Exchange pursuant to this Rule, and further agrees and obligates himself to abide by and perform any awards made thereunder. (06/01/95)

600.01 Member to Member Statute of Limitations - Except as provided in the e-cbot Error Trade Policy, a controversy shall be submitted to arbitration within two years from the date the member knew or should have known of the dispute. (01/01/04)

601.00 Arbitration of Customers' Claims and Grievances - The Exchange shall by regulation establish procedures in conformity with Section 5a(11) of the Commodity Exchange Act and Regulations thereunder for the settlement through arbitration of customers' claims and grievances against members and their employees. Every member, by becoming such, agrees to abide by all regulations prescribed by the Exchange pursuant to this Rule, and further agrees to abide by and perform any awards made thereunder. (08/01/94)

601.01 Award of Actual Damages - If an award of actual damages is made against a floor broker in connection with the execution of a customer order, the futures commission merchant that selected the floor broker may be required to satisfy such award. (08/01/94)

601.02 Award of Punitive or Exemplary Damages - Punitive or exemplary damages may be awarded to a customer in addition to losses proximately caused by a floor broker, if the floor broker acted wilfully and intentionally in bringing about the customer's losses. The punitive or exemplary damages may not exceed an amount equal to two times the amount of the actual damages proximately caused by the floor broker. In addition, the futures commission merchant that selected the floor broker may be required to satisfy the award of punitive or exemplary damages if the floor broker fails to do so and only if the futures commission merchant wilfully and intentionally selected the floor broker with the intent to assist or facilities the floor broker's violation. (08/01/94)

602.00 Arbitration of Other Member-Nonmember Controversies - - The Exchange may by regulation establish procedures for the voluntary arbitration of controversies between members and nonmembers arising out of Exchange business, other than customers' claims and grievances, where neither the claim, nor any counterclaim, is in excess of $50,000. Every member, by becoming such, agrees to abide by all regulations which the Exchange may prescribe pursuant to this Rule, and further agrees to abide by and perform any awards made thereunder. (08/01/94)

603.00 Member Defined - For purposes of this Chapter, the term "member" includes all individual members of the Association, and all partnerships, corporations, and cooperative associations registered with the Association pursuant to Rule 230.00 or related regulations. (11/01/94)

603.01 Definitions -

For purposes of this Chapter:

A. "Member" of the Association includes all individual members of the Association, and all partnerships, corporations, and cooperative associations that are registered with the Association pursuant to Rule 230.00 or Regulation 230.17. For purposes of Rule 600.00 and Regulation 620.01(A), "member" shall also be deemed to include the operator or manager of a warehouse or shipping plant that has been declared regular by the Exchange for the delivery of grains, soybean oil or soybean meal in Board of Trade contracts.

B. "Claims or grievance" is any dispute which arises out of any transaction on or subject to the rules of the Exchange (including any transaction on or subject to the Rules of another contract market if such transaction is part of the same cause of action), executed by or effected through a member of the Association, or by or through an employee of a member of the Association, which dispute does not require for adjudication the presence of essential witnesses or third parties over whom the Association does not have jurisdiction and who are not otherwise available. A "claim or grievance" does not include disputes arising from cash market transactions which are not part of or directly connected with any transaction for the purchase or sale of any commodity for future delivery.

C. "Customer" does not include any member of the Association.

D. "Unassociated person" excludes all persons who are either members of or associated with members of the Association, who are employees of the Association, or who are otherwise associated with the Association. For the purpose of customer claims or grievances in connection with this chapter only, "unassociated person" excludes all persons who are members of, or associated with members of, or are employees of, or otherwise associated with, the Association or any other contract market. (08/01/94)

610.01 Arbitration Committee - The Arbitration Committee shall consist of twenty-eight (28) individual members of the Association appointed by the Chairman of the Board with the approval of the Board. Seven (7) shall be chosen from each of the following four (4) categories: seven (7) shall be principally engaged as floor traders; seven (7) shall be principally engaged as floor brokers; seven (7) shall be affiliated with brokerage firms; and seven (7) shall be affiliated with commercial firms. Fourteen (14) members shall be appointed for a term to end January, 1992, and fourteen (14) members shall be appointed for a term to end January, 1993. Beginning January, 1992, fourteen (14) members shall be appointed each year for a term of two years. A vacancy shall be filled for the unexpired term in the same manner as is provided above. No person shall be a member of the Committee who, at the same time, is a member of the Board or a member of any standing disciplinary committee. A member of the Arbitration Committee shall not be disqualified to serve on the Committee or any panel thereof due to a change in categories subsequent to his appointment. If the category of a member of the Arbitration Committee should change subsequent to his appointment, he shall be considered for all purposes to be in the category from which he was chosen on the date of his appointment. (08/01/94)

610.02 Administrator of Arbitration - The Administrator of Arbitration ("Administrator") shall be appointed by the President to serve at his will. The Administrator shall assist the Arbitration Committee in the performance of its work, and perform all ministerial duties in connection therewith including the following: he shall receive and file all submissions, pleadings and awards; he shall select unassociated persons to serve on Mixed Panels; he shall schedule and give notice of all hearings, keep a record of all cases, and keep such other books, and memoranda as the Committee shall from time to time direct; he shall receive and disburse all deposits and costs and keep careful and accurate account thereof under the supervision of the Arbitration Committee; and he shall perform all other duties incident to his office. (08/01/94)

610.03 Unassociated Persons - The Administrator shall maintain a list of unassociated persons available to serve as arbitrators on Mixed Panels constituted pursuant to Regulation 620.02 for the arbitration of customers' claims and grievances and other member-nonmember controversies. The Administrator shall from time to time select unassociated persons and place on the list the names of such unassociated persons who are willing to serve as arbitrators. (08/01/94)

Ch6 C. Jurisdiction, Submission, Selection of Arbitrators

620.01 Jurisdiction and Submission -

A. Member Controversies. The Arbitration Committee has jurisdiction to arbitrate all controversies between members arising out of Exchange business. A member party may compel another member party to arbitrate such controversies by delivering to the Administrator a Statement of Claim.

B. *Customer's Claims and Grievances. The Arbitration Committee and Mixed Panels constituted pursuant to Regulation 620.02 have jurisdiction to arbitrate all customer's claims and grievances against any member or employee thereof which have arisen prior to the date the customer's claim is asserted. If the customer elects to initiate an arbitration proceeding of any customer claim or grievance, the member shall submit to arbitration in accordance with these Arbitration Rules and Regulations. The arbitration shall be initiated by delivery to the Administrator of (a) a Statement of Claim and a "Chicago Board of Trade Arbitration Submission Agreement for Customers' Claims and Grievances" signed by the customer or (b) a Statement of Claim and another arbitration agreement between the parties, which agreement conforms in all respects with any applicable requirements prescribed by the Commodity Futures Trading Commission. The refusal of any member or employee to sign the ''Chicago Board of Trade Arbitration Submission Agreement for Customer's Claims and Grievances" shall not deprive the Arbitration Committee or a mixed Panel constituted pursuant to Regulation 620.02 of jurisdiction to arbitrate customers' claims under these Arbitration Rules and Regulations. The Committee and Mixed Panels have jurisdiction to arbitrate a counterclaim asserted in such an arbitration, but only if it arises out of the transaction or occurrence that is the subject of the customers' claim or grievance and does not require for adjudication the presence of essential witnesses, parties or third persons over whom the Association does not have jurisdiction. Other counterclaims are subject to arbitration by the Committee, or a Mixed Panel, only if the customer agrees to the submission after the counterclaim has arisen.

C. Other Member-Nonmember Controversies. The Arbitration Committee, and Mixed Panels constituted pursuant to Regulation 620.02, have jurisdiction to arbitrate all controversies between members and nonmembers arising out of Exchange business, other than customers' claims and grievances, where neither the claim nor the counterclaim is in excess of $50,000 and where the claim is filed no more than one year after the date of the transaction giving rise to the claim or controversy. Any party may request the arbitration of such controversy by delivering to the Administrator (1) a Statement of Claim and a ''Chicago Board of Trade Arbitration Submission Agreement" signed by all the parties or (2) a Statement of Claim and another arbitration agreement between the parties, which agreement conforms in all respects with any applicable requirements prescribed by the Commodity Futures Trading Commission.

*The following is the text of Regulation 620.01(B) as amended by CFTC Rule 7.201. The legality of Rule 7.201, and thus the obligation of Board of Trade members to arbitrate customer's claims and grievances, has been the subject of litigation between the Board of Trade and one of its member firms against the CFTC since 1982. On December 30, 1986, the United States District Court for the Northern District of Illinois declared CFTC Rule 7.201 to be invalid as an unconstitutional denial of a member firm's Seventh Amendment right to a jury trial. However, on December 22,1987, the Seventh Circuit Court of Appeals overturned the District Court's decision, thereby upholding CFTC Rule 7.201. The Board of Trade, with a member firm, filed with the United States Supreme Court a petition to review the Seventh Circuit's decision. On October 3,1988, the Supreme Court denied the petition. The Supreme Court's ruling, in effect, reaffirms the Seventh Circuit's decision validating CFTC Rule 7.201 and compelling Association members, at the option of the customer, to arbitrate customer disputes arising out of Exchange business. (08/01/94)

620.02 Selection of Arbitrators and Chairman

A. Customers' Claims and Grievances. Prior to the time of a customer's submission of a claim or grievance to the arbitration procedure established herein, he shall be informed that he may elect at the time of submission of the claim or grievance to have his dispute heard by an arbitration panel consisting of members selected pursuant to Subsection C of this Regulation, or by a Mixed

Panel selected pursuant to this Subsection. The customer shall be advised, prior to election of a Mixed Panel

1. that any increased expenses attendant to having such a Mixed Panel shall be borne by the member(s) regardless of the outcome of the arbitration unless the arbitrators determine that the customer acted in bad faith in initiating, or participating in, the arbitration proceeding.

2. that the Mixed Panel may have more or less knowledge in the area of commodities relevant to his claim that a panel composed entirely of members of the Arbitration Committee.

Such Mixed Panel shall be composed of five (5) persons, three of whom shall be unassociated persons, and two of whom shall be members of the Arbitration Committee, both of whom may be from the same category. The unassociated persons on such Mixed Panel shall be chosen by the Administrator by lot from the list of available unassociated persons maintained by the Administrator. The members of the Arbitration Committee shall be selected in a manner to be established by the Committee. Each panel shall be chaired by a member of the Executive Subcommittee of the Arbitration Committee.

B. Other Member-Nonmember Controversies. The provisions of Subsection A of the Regulation shall be applicable to the arbitration of member-nonmember controversies, as well as to the arbitration of customers' claims and grievances.

C. Other Controversies. In the case of controversies between members, or in the event that a customer or nonmember party does not elect a Mixed Panel as outlined in Subsections A and B of this Regulation, the arbitration panel shall consist of five (5) Arbitrators, to be selected from the Arbitration Committee in a manner to be established by the Committee, with at least one Arbitrator to be selected from each category described in Regulation 610.01. Each panel shall be chaired by a member of the Executive Subcommittee of the Arbitration Committee.

D. Executive Subcommittee of the Arbitration Committee. For the purpose of this Regulation 620.02, the Executive Subcommittee of the Arbitration Committee shall consist of one Chairman, one Vice Chairman and three other members, all of whom have been appointed by the Chairman of the Board with the approval of the Board of Directors. One member of the Subcommittee must be principally engaged as a floor trader, one member must be principally engaged as a floor broker, one member must be affiliated with a brokerage firm, and one member must be affiliated with a commercial firm. The Chairman of the Subcommittee may come from any of the four categories cited in the preceding sentence. (11/01/97)

620.03 Special Arbitrators - Where the controversy is of a highly technical nature, if the parties desire, they may arrange between themselves for one or more Special Arbitrators to be convened by the Administrator, in which event such Special Arbitrator or Special Arbitrators shall proceed in accordance with the provisions of this Chapter. (08/01/94)

620.04 Time Limit for Filing Customers' Claims and Grievances - The Arbitration Committee and Mixed Panels constituted pursuant to Regulation 620.02 do not have jurisdiction to arbitrate customers' claims and grievance which are filed more than one year after the date of the transaction giving rise to the claim or controversy. (08/01/94)

620.05 Time Limit for Filing Claims in Member/Agricultural Regular Firm Controversies - The Arbitration Committee does not have jurisdiction to arbitrate controversies between members and agricultural regular firms which are filed more than one year after the date of the events giving rise to the claim or controversy. (08/01/94)

630.01 Pleadings

A. Form of Pleadings. Pleadings shall be sufficient if they contain information which reasonably informs the other party of the nature of the claim, counterclaim, or defense. The amount of the claim or counterclaim shall be stated where possible. Provided, however, in any controversy submitted between non-members (parties who are neither customers nor members) and members or their employees, the parties shall be deemed to have agreed between themselves that no award upon a claim or counterclaim shall exceed $50,000.

B. Notice. The Administrator shall deliver or mail copies of all pleadings to the parties as soon as practicable.

C. Answer and Counterclaim. The respondent shall have ten (10) business days from receipt of the Statement of Claim in which to file an answer and counterclaim, if any, with the Administrator. If the respondent does not file an answer and counterclaim, if any, within the time prescribed, the respondent will be deemed to have denied the claim and to have waived any counterclaim. The Administrator, in his discretion, may extend the filing period upon request of the respondent.

D. Reply. The claimant shall be given the same opportunity to reply to any counterclaim as was given the respondent to answer. (08/01/94)

630.02 Third Party Actions - In an arbitration between members pursuant to the provisions of Regulation 620.01(A).

1. A party may bring in a third party member against whom a claim is asserted arising out of or in connection with transactions referred to in the pleadings.

2. A member may, in the discretion of the Arbitrators, intervene in a pending arbitration proceeding and become a party if the Arbitrators are satisfied that the claim which he asserts against either or both of the parties arises out of or in connection with the transactions referred to in the pleadings.

3. The procedures to be followed in any third party action shall be determined by the Arbitrators. (08/01/94)

630.03 Cross Claims - In an arbitration between members pursuant to the provisions of Regulation 620.01(A), parties shall have the right to assert cross claims. (08/01/94)

630.04 Representation by Attorney - A party is not required to be represented by an attorney; however, he has the right to be represented by an attorney at his own expense if he so chooses. A party who is represented by an attorney shall so notify the Administrator and shall furnish to him the attorney's name and address. Subsequent papers in the proceeding may be delivered or mailed to the party through his attorney. The arbitrators may award a party all or any portion of the party's reasonable attorneys fees and expenses incurred as a result of another party's frivolous claim or defense. The party so awarded shall submit an affidavit, detailing his attorney fees and expenses, to the Administrator with notice to the opposing party. (08/01/96)

630.05 Time and Place for Hearing - The Administrator shall set a date for the hearing after all pleadings have been filed, and shall notify the parties at least five (5) business days in advance of the time and place, with a copy of the notification to the Arbitrators. All hearings shall be held in the City of Chicago, State of Illinois. If it is determined by the Administrator that it is necessary, for any reason, to postpone the time of hearing, he shall notify the parties. When a new date for hearing is set, the parties shall be notified as soon as practicable and no less than five (5) business days before the hearing unless the time limit is waived. (08/01/94)

630.06 Witnesses, Subpoenas, Depositions - Arbitrators and parties shall have such powers in regard to compelling attendance of witnesses or the production of documents or things, or the taking of depositions, as are provided in the Uniform Arbitration Act of Illinois. (08/01/94)

630.07 Oath of Arbitrators - All Arbitrators shall be sworn faithfully and fairly to hear, examine, and determine all controversies and to make awards according to the best of their understanding. Such oath may be administered by any person authorized to administer oaths. (08/01/94)

630.08 Hearing Procedures

A. The Arbitrators may allow stipulations and establish such other procedures as may simplify the issues and expedite the hearing. The Arbitrators may hear and determine the controversy upon the evidence produced, notwithstanding the failure of a party duly notified to appear or to present evidence.

B. Each of the parties or his attorney shall be permitted to make an opening statement; present witnesses and evidence material to the controversy; cross-examine witnesses, including parties to the arbitration; and present closing arguments orally or in writing as may be determined at the hearing by the Arbitrators. The Arbitrators shall not be bound by formal rules of evidence. The Arbitrators shall receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as they deem it entitled to after consideration of any objections made to its submission. All testimony shall be taken under oath or affirmation. The hearing shall be formally declared closed by the Arbitrators. Such hearings may, however, in the discretion of the Arbitrators, be reopened at any time prior to the making of an award.

C. The Arbitrators may, when they deem it appropriate, record the proceedings in whatever manner they determine. Any party may require the proceedings to be transcribed if he agrees to pay the actual cost of such transcription. The Administrator shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested. (08/01/94)

630.09 Amendments To Pleadings - At any time before the hearings are declared closed, any party may move to amend his pleadings to conform to the evidence and, if the Arbitrators shall permit the amendment, the case shall be determined on the amended pleadings. (08/01/94)

630.10 Adjournments - The Arbitrators may adjourn the hearings from time to time upon the application of either party for good cause or at their own instance. (08/01/94)

630.11 Notice and Communications - Notices shall be given to the parties by the Administrator or otherwise as the Arbitrators may direct. (08/01/94)

630.12 Arbitration Procedures For Claims Under $2,500

A. Where claims of the parties including counterclaims, if any, are under $2,500 in the aggregate, the dispute shall be resolved by the Arbitrators solely upon the pleadings and documentary evidence filed by the parties. A party shall have the right to take the deposition of any other party in the manner and upon terms designated by the Arbitrators.

B. Notwithstanding the provisions of this Regulation, the Arbitrators may request the submission of further evidence in the proceedings, and the Arbitrators may, by a majority vote, call and conduct a hearing if such is deemed to be necessary. (08/01/94)

630.13 Rulings and Awards

A. All rulings and awards shall be by a majority vote of the Arbitrators.

B. The award shall be in writing and signed by the Arbitrators joining in the award. Such award shall be promptly rendered according to the Rules and Regulations of the Association and the laws of the land, and the award shall be final. The Arbitrators shall file the award with the Administrator and the Administrator shall deliver or mail a copy to each party.

C. Failure to comply with an order or award of the Arbitration Committee or to pay the full amount of the award to the Exchange as escrow agent within thirty (30) days of notice of the order or award shall be deemed to be a failure to perform an Exchange contract in accordance with Rule 278.00

The amount of the award placed in escrow with the Exchange plus accrued interest shall be released to the prevailing party ninety-one days after notice of the award is issued unless a timely motion to vacate, modify or correct the award has been filed with a court of competent jurisdiction, in which case the amount shall continue to be held by the Exchange and together with accrued interest shall be disbursed upon the entry of and in accordance with a final order disposing of such motion. (08/01/94)

630.14 Change of Award - On application of a party to the Arbitrators, the Arbitrators may modify or correct the award in accordance with the Uniform Arbitration Act of Illinois. (08/01/94)

640.01 Fees and Expenses - A schedule of arbitration fees shall be established from time to time by the Arbitration Committee, with the approval of the Board. The Arbitrators, in the award, shall fix expenses and assess fees, in accordance with the Committee's schedule, in whatever manner they deem appropriate, provided that incremental costs associated with the selection of a Mixed Panel by a customer shall be borne by the member regardless of the outcome of the arbitration unless the arbitrators shall determine that the customer acted in bad faith in initiating, or participating in, the arbitration proceeding. Parties shall be notified prior to the submission of a claim of the nature and amount of fees and expenses which may be assessed against the parties to the extent that the amount of such fees and expenses may be determined prior to submission and hearing of the claim. (08/01/94)

640.02 Ex Parte Contacts - Parties are prohibited from making ex parte contacts with any Arbitrator hearing an arbitration between the parties. (08/01/94)

640.03 Holdover Arbitrators - Whenever the Arbitrators have begun to hear or review evidence and argument in any arbitration proceeding, and the term of one or more of the Arbitrators expires, such Arbitrator or Arbitrators shall continue in office until the arbitration proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/94)

640.04 Power to Decline Jurisdiction - Arbitrators may decline jurisdiction in any case, except as provided by law. The Arbitrators may, at any time during the proceeding, except as provided by law, and shall, upon the joint request of the parties, dismiss the proceeding. (08/01/94)

640.05 Compliance With Applicable Laws - The Regulations of this Chapter shall be so construed as to comply with applicable mandatory provisions of the Commodity Exchange Act (including Regulations thereunder) and all mandatory provisions of the Uniform Arbitration Act of Illinois and, where in conflict with the mandatory provisions of such Act or Acts, the Acts shall prevail. However, these Regulations, being an integral part of all agreements for the arbitration of disputes pursuant hereto, shall supersede all provisions of the Acts which are waivable by agreement. (08/01/94)

Chapter 7
Clearing

Chapter 7
Clearing

Ch7 Clearing

700.00 Settlement by Clearance - All contracts, including contracts made by members upon behalf of non-members, shall be cleared through the Clearing Services Provider selected by the Exchange, and all such contracts shall be subject to those rules, policies, and procedures of such Clearing Services Provider that are specified by the relevant Clearing Services Agreement, or are otherwise specified by the Exchange. 310 (01/01/04)

701.00 Clearing Services - The Exchange may discontinue the clearance of futures and options contracts through a particular Clearing Services Provider, and select and substitute another Clearing Services Provider or method of clearance. 311 (01/01/04)

701.01 Transfer of Open Positions to Clearing Services Provider - Each clearing member shall comply in all respects with any statement of policy or other notice issued by the Exchange relating to the procedures and processes that must be followed to effectuate the transfer of open positions to any Clearing Services Provider. (08/01/03)

703.00 Clearing Membership - The Clearing Services Provider may prescribe the qualifications of CBOT Clearing Members that may be admitted as Special Clearing Members of the Clearing Services Provider, subject to the provisions of the relevant Clearing Services Agreement. However, no person, corporation, limited liability company, partnership, or any other type of eligible business organization (hereinafter collectively referred to as "Eligible Business Organization") shall become a CBOT Clearing Member until approved by the Exchange, subject to the following conditions:

(a) No Eligible Business Organization shall become CBOT Clearing Member for the purpose of clearing trades for others unless two Full Memberships have been registered on behalf of the firm pursuant to Rule 230.00. Such memberships may be held in the name of any principal or employee of the Eligible Business Organization.

(b) A Sole Proprietor may be a CBOT Clearing Member provided that he clears trades exclusively for his own account.

(c) No Eligible Business Organization may be a CBOT Clearing Member for the purpose of clearing its own trades exclusively unless one Full Membership has been registered on behalf of the firm pursuant to Rule 230.00. Such membership may be held in the name of any principal or employee of the Eligible Business Organization.

(d) A lawfully formed and conducted cooperative association of producers having adequate financial responsibility and which is engaged in any cash commodity business, may become a CBOT Clearing Member provided it meets the registration requirements for Eligible Business Organizations as set forth in this Rule.

(e) A member firm which is also a clearing member firm of the Exchange, or a managerial employee of such firm, shall not be prohibited from owning, controlling, or being a shareholder, member or limited partner in one other clearing member firm provided that when both clearing members are corporations, the second clearing member is a 100% wholly owned subsidiary of the first clearing member corporation and further provided that each clearing member must, in its own right, meet all the conditions and requirements contained in this chapter.

(f) An Eligible Business Organization which is not a clearing member of this Exchange shall not be prohibited from owning and controlling two clearing members, provided that each of the two clearing members is a 100% wholly-owned subsidiary of the Eligible Business Organization and provided that each of the two clearing members meets all of the conditions and requirements contained in this chapter in its own right. (01/01/04)

703.00A Office Location and Operation - A CBOT Clearing Member must operate under the direct supervision of the Sole Proprietor, if it is a Sole Proprietorship, or of a member in good standing having full authority to transact business with the Exchange and the Clearing Services Provider, for and on behalf of the Clearing Member, including entering into Exchange and members' contracts, if it is an Eligible Business Organization.

Back-office operations may be located outside Chicago provided the Clearing Member, or applicant for clearing membership, meets any systems requirements, documentation and/or agreements as prescribed by the Exchange and the Clearing Services Provider, in order to ensure that the Clearing Member/applicant will be able to comply with the Exchange's and the Clearing Services Provider's rules, policies and procedures 31R (01/01/04)

704.00 Substitution - Where a future delivery contract is cleared through the Clearing Services Provider,

the Clearing Services Provider House shall be deemed substituted as seller to the buyer, and shall also be deemed substituted as buyer to the seller, and thereupon the Clearing House shall have all of the rights and be subject to all of the liabilities of the original parties with respect to such contract. 314 (01/01/04)

705.00 Offsets - Where a Clearing Member buys and sells the same commodity for the same delivery, and such contracts are cleared through the Clearing Services Provider, the purchases and sales shall be offset to the extent of their equality, and the Clearing Member shall be deemed a buyer from the Clearing Services Provider House to the extent that his purchases exceed his sales, or a seller to the Clearing Services Provider to the extent that his sales exceed his purchases. 315 (01/01/04)

705.01 Reporting (Margins) - A bona fide hedger, in financial instruments, may report positions to the Clearing Services Provider on a gross basis provided appropriate margins are paid during the delivery month, on the gross positions reported, as required by Regulation 431.02. (18) (01/01/04)

705.02 Reporting (Offsets) - A bona fide hedger, in financial instruments, reporting consistently on a gross basis under Regulation 705.01 shall, during a delivery month settle gross positions only by offsetting such positions through trades in the pit. During non-delivery months, and not later than three days prior to the first day of the delivery month, gross positions may be offset as provided for in the Rules of the Exchange. (11/01/03)

706.00 Trades for Customers - Where a Clearing Member makes a futures or options trade for a customer (member or non-member) and the trade is cleared through the Clearing Services Provider, the Clearing Services Provider becomes the principal who is liable to the customer and to whom the customer is liable, subject to the following: (a) the trade shall remain subject to the rules, policies and procedures of the Exchange and, as applicable, the Clearing Services Provider; (b) the trade may be offset against other trades of the Clearing Member as provided in Rule 705.00; (c) if the trade is not offset and the Clearing Member being a seller, tenders a delivery notice to the Clearing Services Provider, the Clearing Member to whom such delivery is assigned shall thereupon be substituted as buyer in lieu of the Clearing Services Provider; (d) if the trade is not offset, and the Clearing Member, being a buyer, is assigned a delivery, the seller whose delivery is thus assigned shall thereupon be substituted as seller in lieu of the Clearing Services Provider; (e) if the trade is offset, the Clearing Services Provider shall be discharged, and the Clearing Member itself shall be substituted for the Clearing Services Provider as principal. For the purpose of this Rule, the first trades made shall be deemed the first trades offset. 316 (01/01/04)

Chapter 9
Definitions

Chapter 9
Definitions

Ch9 Definitions

901.00 Authority - Whenever used in these Rules and Regulations, unless the context otherwise requires, the following words and expressions shall be defined as follows: 1 (08/01/94)

902.00 And - May be construed as "or," and vice versa when the sense requires. 2 (08/01/94)

903.00 Association - The Board of Trade of the City of Chicago. 3 (08/01/94)

903.01 Association - The term "Association" as defined in Rule 903.00 shall include all wholly-owned subsidiaries of the Board of Trade of the City of Chicago. (08/01/94)

904.00 Board - The Directors, the Chairman of the Board, the Vice Chairman of the Board and the President. 4 (08/01/94)

905.00 Bulletin Board - The bulletin board in the Exchange Hall where notices are customarily posted. 5 (08/01/94)

906.00 Business Day - Days when the Association is open for business. 6 (08/01/94)

906.03 Regular Trading Hours ("RTH") - Those hours designated by the Board of Directors for trading during daytime hours by means of open outcry. (08/01/94)

906.04 Trading Day - (a) For agricultural contracts, each trading day (1) shall consist of two trading sessions, the e-cbot trading session and the Regular Daytime open outcry session, and (2) shall begin with the e-cbot trading session and end with the close of Regular Daytime open outcry session. (b) For contracts which are traded concurrently on e-cbot and by open outcry, the trading day (1) shall consist of two trading sessions, the e-cbot trading session and the Regular Daytime open outcry trading session, and (2) shall begin with the e-cbot trading session and end with the later of the close of the e-cbot trading session or the close of the Regular Daytime open outcry session.

Settlement prices will be derived from the close of the Regular Daytime open outcry session, except in the case of contracts which are traded exclusively on e-cbot. For contracts traded exclusively on e-cbot, settlement prices will be derived from the close of the e-cbot trading session. (09/01/00)

906.05 Trading Session - A trading session shall mean either the hours designated for e-cbot trading or the hours designated for regular daytime trading. (09/01/00)

906.06 e-cbot Trading Hours - Those hours designated by the Exchange for trading through the e-cbot system for particular contracts. (11/01/03)

907.00 Cash Grain - Spot grain and grain to arrive. 7 (08/01/94)

908.00 Cash Grain Broker - A member who negotiates purchases or sales of cash grain for a brokerage. 8 (08/01/94)

909.00 Chicago District - The Chicago District as now or hereafter defined in the joint railroad tariffs of the railroads entering Chicago. 9 (08/01/94)

911.00 Clearing Services Provider - The Chicago Mercantile Exchange, Inc. or any other entity with which the Exchange may enter into an agreement to provide clearing, settlement, or any related services. 11 (01/01/04)

912.00 Clearing Member or CBOT Clearing Member - An Exchange member or member firm that meets the Exchange's requirements to clear any futures or options listed for trading on the Exchange. (01/01/04)

913.00 Commission Merchant - A member who makes a trade, either for another member or for a non-member, but who makes the trade in his own name and becomes liable as principal as between himself and the other party to the trade. 13 (08/01/94)

914.00 Commodity - Any commodity which may be dealt in under Rules or Regulations of the Association. 14 (08/01/94)

915.01 DRT ("Disregard Tape" or "Not Held") Order - An order giving the floor broker complete discretion over price and time in execution of a trade, including discretion to execute all, some or none of the order. It is understood the floor broker accepts such an order solely at the risk of the customer on a "not held" basis. (02/01/95)

915.02 All-or-None Order - An order to be executed only for its entire quantity at a single price and with a size at or above a predetermined threshold. (07/01/00)

916.00 Exchange Contracts and Members' Contracts - All contracts of members of the Association, or of firms or corporations registered under the Rules and Regulations, with other members of the Association, or firms or corporations registered under the Rules and Regulations, for the purchase or sale of commodities, or for the purchase, sale, borrowing, loaning, or hypothecation of securities, or for the borrowing, loaning or payment of money, whether occurring upon the floor of the Exchange or elsewhere, are members' contracts.

Exchange Contracts shall include all Members' Contracts:

(1) Made on the Exchange;

(2) Not made on the Exchange, unless made subject to the rules of another Exchange, or unless the parties thereto have expressly agreed that the same shall not be Exchange Contracts.

The provisions of the Rules and Regulations of the Association shall be part of the terms and conditions of all Exchange Contracts and all such contracts shall be subject to the exercise by the Board, the Standing Committees, and the Clearing Services Provider of the powers in respect thereto, vested in them by the Rules and Regulations. And all such contracts shall be subject to all Rules or Regulations subsequently adopted, where such Rules or Regulations are expressly made applicable to existing contracts. 16 (01/01/04)

917.00 Floor Broker - A member who makes contracts for the account of other members. 17 (08/01/94)

918.00 Following Day, or other similar expression - The following business day. 18 (08/01/94)

919.00 Future Delivery Contract - A contract made on Change for the purchase or sale of any commodity for delivery in the future pursuant to the Rules and Regulations. (08/01/94)

920.00 Grain - Wheat, corn, oats, rye, barley, flaxseed, soybeans and grain sorghum. 20 (08/01/94)

921.00 Grain to Arrive - Grain originating at outside points for shipment to or shipped to the Chicago District, subject to Chicago Board of Trade weights or Chicago inspection. 21 (08/01/94)

922.00 Holiday - Any day declared to be a holiday by Regulation or Resolution adopted by the Board of Directors of this Association. 22 (08/01/94)

923.00 List - The list of securities admitted to dealings on the Exchange. 23 (08/01/94)

924.00 Member - A member of the Association. 24 (08/01/94)

924.01 Membership on Committees - The term "member", as used throughout these Rules and Regulations for eligibility for membership on Standing or Special Committees, shall include only those members who hold a Full or Associate Membership.

Delegates of Full or Associate Memberships who do not hold in their own name a Full or Associate Membership are eligible to serve as full voting members on any Standing or Special Committee of the Association, unless otherwise specified in these Rules and Regulations, except for the following Committees:

Appellate; Arbitration; Business Conduct; Executive; Finance; Financial Compliance; Floor Broker; Floor Conduct; Floor Governors; Hearing; Strategy; Membership; Nominating; Regulatory Compliance; Audit; and Human Resources.

The Chairman of the Board, or the Board, may appoint any such delegate to a Special or Ad Hoc Committee if that delegate has unique and valuable expertise to offer to that Committee. However, if any such Special or Ad Hoc Committee shall later be determined to be a Standing Committee, the eligibility of any such delegate as a full voting member on that Committee shall be referred to the Regulatory Compliance Committee.

None of the foregoing shall prohibit the Chairman of the Board, or the Board, from appointing such delegates as non-voting advisors to any committee. (02/01/99)

924.02 Status of GIMs, IDEMs and COMs - The holder of GIM, IDEM and COM membership Interests are, and shall be deemed to be, "members" of the Board of Trade of the City of Chicago, Inc. for purposes of the Delaware General Corporation Law, as amended from time to time. (04/01/01)

925.00 Non-clearing Member - A member of the Association who does not clear trades in his own name. 25 (08/01/94)

926.00 Non-member - A non-member of the Association. 26 (08/01/94)

927.00 Notice - A notice in writing served personally upon the person to be notified, or left at his usual place of business during business hours, or mailed by registered mail to his residence. 27 (08/01/94)

928.00 On the Exchange, or on Change - In the Exchange Halls or through Exchange facilities including an approved automated order entry facility during trading hours on business days. 28 (08/01/94)

929.00 Outside Points - Points outside of the Chicago District. 29 (08/01/94)

930.00 President - The Chief Executive Officer of the Association. 30 (08/01/94)

931.00 Privilege of the Floor - The privilege of coming on the floor of the Exchange. 31 (08/01/94)

932.00 Railroad Receipts - Bills of lading, or railroad receipts therefor, or switching receipts. 32 (08/01/94)

933.00 Regulations - The Regulations of the Association adopted by the Board or a Committee designated pursuant to Rule 132.00 to promulgate regulations. 33 (08/01/94)

934.00 Rules - The Rules of the Association adopted by the membership.

In all such expressions as "under the Rules," "according to the Rules:" or "subject to the Rules," the word "Rules" shall mean the Charter, Rules, and Regulations of the Association and all amendments thereto. 34 (08/01/94)

935.00 Secretary - The Secretary of the Association. 35 (08/01/94)

936.00 Security or Securities - Stocks, Bonds, Notes, Certificates of Deposit or Participation, Trust Receipts, Rights, Warrants, and other similar instruments. 36 (08/01/94)

937.00 Singular - Shall import the plural, and vice versa, when the sense requires. 37 (08/01/94)

939.00 Spot Grain - Grain located in the Chicago District subject to sale for immediate delivery. 39 (08/01/94)

940.00 Stop Order or Stop Loss Order - An order to buy or sell when the market reaches a specified point. A stop order to buy becomes a market order when the commodity or security sells (or is bid) at or above the stop price. A stop order to sell becomes a market order when the commodity or security sells (or is offered) at or below the stop price. 40 (08/01/94)

941.00 Board Order or Market If Touched Order - An order to buy or sell when the market reaches a specified point. A board order, or a market if touched order to buy becomes a market order when the commodity or security sells (or is offered) at or below the order price. A board order or a market if touched order to sell becomes a market order when the commodity or security sells (or is bid) at or above the order price. 40A (08/01/94)

942.00 Trade - Transaction on change executed in the Exchange Halls or through Exchange facilities including an approved automated order entry facility. 41 (08/01/94)

943.00 Transaction on Change - Any purchase or sale of any commodity or security in the Exchange Halls or through Exchange facilities including an approved automated order entry facility system during trading hours on business days. 42 (08/01/94)

944.00 Treasurer - The Treasurer of the Association. 43 (08/01/94)

945.00 Chairman of the Board - The presiding officer of the Board of Directors. 29A (08/01/94)

946.00 Financial Instrument Contract - Financial Instrument Contract means any contract in respect to Mortgage Backed Certificates Guaranteed by the Government National Mortgage Association, obligation of the United States or other public agencies, private commercial paper and any other instrument evidencing or securing a contribution, loan or borrowing of funds which may be designated as a Financial Instrument Contract by the Board of Directors. (08/01/94)

948.00 Volatility Quote - An alternative means of quoting options, or combinations involving options, by bidding or offering the implied volatility. Any transactions quoted in volatility terms will be translated into price terms for clearing purposes by means of a standard options model maintained and disseminated by the Exchange. (08/01/94)

949.01 e-cbot - e-cbot is a screen-based electronic trading system for trading futures and options on futures contracts and such other products as determined by the Exchange pursuant to Chapter 9B. (11/01/03)

*Chapter9B
e-cbot(R)

9B.01 Applicability of Rules- The rules and regulations contained in this Chapter govern those Exchange contracts that are traded through the e-cbot system. To the extent that the provisions in this Chapter conflict with rules and regulations in other sections of this Rulebook, this Chapter supersedes such rules and regulations and governs the manner in which contracts are traded through the e-cbot system. Otherwise, contracts traded on the e-cbot system are fully subject to applicable general rules and regulations of the Exchange unless specifically and expressly excluded therefrom. (11/01/03)

9B.02 Hours- The Exchange shall determine the hours during which the e-cbot system shall operate for the trading of each contract or product; however, any agricultural contract or product shall be precluded from trading through the e-cbot system during those hours which are now or in the future designated for trading that contract or product by means of open outcry.

The following additional provisions shall apply with respect to agricultural contracts and agricultural products:

- - The Exchange shall determine e-cbot trading hours only if such hours are between 6:00 p.m. and 6:00 a.m. (Chicago time).

- - e-cbot trading hours outside of the 6:00 p.m. to 6:00 a.m. timeframe shall be subject to approval by membership ballot vote pursuant to the Charter of the Board of Trade of the City of Chicago, Inc., Exhibit A, Section 7. (11/01/03)

9B.03 Products- The Exchange shall determine the contracts and/or products which shall be listed through or listed on the e-cbot system, subject to the following restriction: Each existing and prospective agricultural futures and options contract shall be restricted from trading through or being listed on the e-cbot system unless approved by affirmative vote of a majority of votes cast in a vote of the membership pursuant to the Charter of the Board of Trade of the City of Chicago, Inc., Exhibit A., Section 7. (11/01/03)

9B.04 Direct e-cbot Connection- CBOT clearing member firms are eligible to obtain a direct e-cbot connection. Additionally, CBOT clearing member firms may authorize the extension of a direct e-cbot connection to non-clearing members and non-member customers or affiliates. Such authorizations shall be submitted by the Clearing Member to the Exchange in writing and signed by an authorized officer of the Clearing Member. The Clearing Member guarantees the financial obligations of each person or entity for which it has authorized a direct connection with respect to transactions executed under its Clearing Member Mnemonic; however, for give-out transactions, such guarantee is effective only until such time that the give-out transaction is accepted for clearing by another Clearing Member.

An authorized officer of the non-member for which a Clearing Member authorizes a direct connection must agree in writing that the non-member's use of the e-cbot system is governed by CBOT rules and regulations and that the non-member shall be subject to the jurisdiction of the CBOT.

With respect to each nonmember for whom the Clearing Member has authorized a direct connection, the Clearing Member must:

(a) Provide such non-member with information concerning the use of the e-cbot system and the rules and regulations of the Exchange.

(b) Assist the Exchange in any investigation into potential violations of Exchange rules and regulations or the Commodity Exchange Act. Such assistance must be timely and includes, but is not limited to, requiring the non-member to produce documents, to answer questions from the Exchange, and/or to appear in connection with the investigation.

(c) Suspend or terminate the non-member's e-cbot access if the Exchange determines that the actions of the non-member threaten the integrity or liquidity of any contract, violate any Exchange rules or regulations or the Commodity Exchange Act, or if the non-member fails to cooperate in an investigation. If a Clearing Member has actual or constructive notice of a violation of Exchange rules or regulations in connection with the use of the e-cbot system by a

non-member for which it has authorized a direct connection and the Clearing Member fails to take appropriate action, the Clearing Member may be found to have committed acts detrimental to the interest or welfare of the Exchange. (11/01/03)

9B.05 ITMs and Responsible Persons- Each person or entity that has a direct connection to e-cbot will request one or more Individual Trade Mnemonics (ITMs) as needed to accommodate the nature and volume of the person's or entity's business. A Responsible Person and one or more Backup Responsible Person(s) must be registered with the Exchange for each ITM. The Exchange, at its sole discretion, may limit the number of, or require additional ITMs and Responsible Persons.

A Responsible Person (or in his absence, the Backup Responsible Person) must be reachable via telephone by the Exchange at all times that any of the ITMs assigned to him are in use. A Responsible Person (or in his absence, his Backup Responsible Person) must:

(a) have the authority, at the Exchange's request, to modify or withdraw any order submitted under an ITM assigned to him; and

(b) immediately identify, at the Exchange's request, the source of any order submitted under an ITM assigned to him. (11/01/03)

9B.06 e-cbot User IDs- Each order entered through an ITM must contain an e-cbot User ID that identifies the participant who entered the order. Each member or non-member with a direct connection must utilize a client application that automatically populates the e-cbot User ID for every order based on the client application login.

Members, non-member employees and proprietary traders of a member or member firm, and non-member employees and proprietary traders of each non-member with a direct connection must have a unique, Exchange assigned, registered e-cbot User ID. Such participants shall be referred to as Registered Users. The e-cbot User ID for all other users need not be registered. Each member or non-member entity with a direct connection shall ensure the accuracy of a Registered User's registration information at all times.

A Registered User shall be subject to the rules of the Exchange, including, but not limited to, the rules of this Chapter and rules relating to order handling, trade practices and disciplinary proceedings. It shall be the duty of the entity or individual who employs the Registered User to supervise such user's compliance with Exchange rules and regulations, and any violation thereof by such Registered User may be considered a violation by the employer. (11/01/03)

9B.07 e-cbot Access from the Trading Floor- Individual members on the trading floor may directly enter e-cbot orders in such products as their membership category permits. Non-member employees of a member firm who do not maintain an associated person registration may enter e-cbot orders on a non-discretionary basis from terminals located within the member firm's booth space. A non-member employee of an individual member may enter non-discretionary e-cbot orders from within a pit solely for the account of his employing member. (11/01/03)

9B.08 Clearing Member Authorization-

(a) Primary Clearing Member - Each non-clearing member or non-member with a direct connection who enters transactions through the e-cbot system must obtain authorization from a Primary Clearing Member. The Primary Clearing Member shall guarantee and assume financial responsibility for all such transactions traded through e-cbot under its Clearing Member Mnemonic. The Primary Clearing Member shall be liable upon all such trades made by the non-clearing member or non-member and shall be a party to all disputes arising from such trades.

(b) Other Clearing Members - A non-clearing member or non-member with a direct connection may be authorized to enter transactions through the e-cbot system by one or more clearing members, in addition to its Primary Clearing Member, in accordance with the requirements of Rule 333.00, provided that written permission has been granted by its Primary Clearing Member. Such other clearing member shall be liable upon all e-cbot trades made by the non-clearing member or non-member under its Clearing Member Mnemonic and shall be a party to all disputes arising from such trades.

(c) Revocation of Clearing Authorization - A clearing member that provides e-cbot trading authorization to a non-clearing member or non-member may revoke such authorization

without prior notice. Written notice of the revocation of clearing authorization shall be immediately provided to the Exchange, which shall thereby terminate such connection and cancel all orders of the non-clearing member or non-member in the e-cbot system under the revoking Clearing Member's Mnemonic. If the revocation is by the Primary Clearing Member, all e-cbot connections of the non-clearing member or non-member shall be terminated until another clearing member has designated itself as the Primary Clearing Member. Unless otherwise specified by the Primary Clearing Member, a member whose connection to e-cbot has been terminated shall not automatically be denied access to the Floor of the Exchange during Regular Trading Hours. (11/01/03)

9B.09 e-cbot Opening-

(a) During the Pre-Open period designated by the Exchange, traders may enter only Market on Open orders, Limit orders and GTC Limit orders for both outrights and strategies. Order modifiers are not permitted on orders entered during the Pre-Open.

(b) Immediately upon the Market Open, e-cbot will apply an uncrossing algorithm to calculate the price at which the maximum volume will be traded. All orders executed pursuant to the uncrossing algorithm will be executed at a price equal to or better than that at which they were entered. Market on Open orders are processed immediately after the uncrossing. The Exchange does not guarantee the execution of any order at the opening price. (11/O1/03)

9B.10 e-cbot Orders-

(a) An e-cbot order may contain one of the following designations:

(1) Market orders - Market orders are executed at the best price or prices available in the order book at the time the order is received until the order has been filled in it entirety. However, a market order will not trade outside of the dynamic price limits and any residual volume from an incomplete market order is canceled. Market orders are rejected if the market is not open.

(2) Market on Open (MOO) orders - Market on open orders can only be submitted for futures products, including strategies. Such orders are accepted only during Pre-Open and are intended for execution at the opening market price. MOO orders will be executed by the Trading Host at the opening price calculated after the uncrossing of limit orders in the market when the market opens. If an opening price cannot be calculated for the market when it opens, all MOO orders will be automatically canceled. Any residual MOO orders that are not matched on the opening will be converted automatically to limit orders at the opening price.

(3)Limit orders - Limit orders are orders to buy or sell a stated quantity at a specified price, or at a better price, if obtainable. Unless otherwise specified, any residual volume from an incomplete limit order is retained in the central order book until the end of the day unless it is withdrawn or executed.

(4) Good-Till-Canceled Limit ("GTC") orders - GTC orders are eligible for execution for the current and all subsequent e-cbot trade sessions until executed, canceled or the expiry month expires. GTC orders can be given an expiry date and are valid until the end of trading on that date.

(b) The following order modifiers are permitted:

(1) Minimum Volume - Minimum Volume orders are executed only if there is at least the designated minimum volume available at the stated price or better. If the designated minimum volume cannot be traded, the order is canceled. Any residual volume from a partially executed minimum volume order is retained in the central order book. A Minimum Volume modifier may be used with limit orders, GTC limit orders and market orders.

(2) Complete Volume - Complete Volume orders are executed only if there is sufficient volume available, at the stated price or better, to execute the order in its entirety. If the order cannot be executed in its entirety, the entire order is canceled. A Complete Volume modifier may be used with limit orders and market orders.

(3) Immediate & Cancel - Immediate and Cancel orders are executed against any existing orders at the stated price or better, up to the volume designated on the order. Any residual volume on the order is canceled. An Immediate and Cancel modifier may be used with limit

orders.

(c) Strategy Orders and Contingent Multiple Orders

(1) Strategy Orders - e-cbot allows for the creation of recognized strategies, including delta neutral strategies, and for the submission of orders in such strategies.

(2) Contingent Multiple Orders - A Contingent Multiple Order is an order that contains between two and eight component outright orders in up to two products. The permitted product pairs are pre-defined by the Exchange. Trading of any component order is contingent on all component orders being fully executed. Only one futures component is permitted if any component is an option. Each component order can be a limit order or a market order. (11/01/03)

9B.11 Order Entry-

(a) A member or Registered User who is registered as a floor broker or associated person, or in a comparable capacity under applicable law, may enter discretionary or non-discretionary orders on behalf of any account of a clearing member with the prior approval of the clearing member responsible to clear such orders.

(b) A member or Registered User who is not registered as a floor broker or associated person, or in a comparable capacity under applicable law, may enter non-discretionary orders on behalf of customers. Such member or Registered User may enter discretionary or non-discretionary orders for the account of his employer or for his own account provided he does not enter or handle customer orders.

(c) It shall be the duty of each member or Registered User to: (1) submit orders through the e-cbot system under his registered e-cbot User ID and (2) input for each order the correct CTI code and appropriate account designation. A suspense account may be used at the time of order entry provided that a contemporaneous written record of the order, with the correct account designation, is made, time-stamped and maintained in accordance with Regulation 9B.18, and provided that the correct account designation is entered into the clearing system prior to the end of the trading day.

(d) With respect to orders received by a member or Registered User which are immediately entered into the e-cbot system, no separate record need be made. However, if a member or Registered User receives an order that is not immediately entered into the e-cbot system, a record of the order including the order instructions, account designation, date, time of receipt and any other information that is required by the Exchange must be made. (11/01/03)

96.12 Misuse of e-cbot Misuse of the e-cbot system is strictly prohibited. It shall be deemed an act detrimental to the interest and welfare of the Exchange to either willfully or negligently engage in unauthorized access to e-cbot, to assist any individual in obtaining unauthorized access to e-cbot, to trade on the e-cbot system without the authorization of a clearing member, to alter the equipment associated with the system, to interfere with the operation of the system, to use or configure a component of the system in a manner which does not conform to the LIFFE Core Network Acceptable Use Policy set forth in Appendix 9B-1,to intercept or interfere with information provided on or through the system, or in any way to use the system in a manner contrary to the rules and regulations of the Exchange. (11/01/03)

9B.13 Trading Against Customer Orders and Crossing Orders -

(a) Trading Against Customer Orders - During an e-cbot trading session, a member or Registered User shall not knowingly cause to be entered or knowingly enter into a transaction in which he takes the opposite side of an order entered on behalf of a customer, for the member's or Registered User's own account or his employer's proprietary account unless the customer order has been entered immediately upon receipt and has first been exposed on the e-cbot platform for a minimum 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts. Such transactions that are unknowingly consummated shall not be considered to have violated this regulation.

(b) Crossing Orders - Independently initiated orders on opposite sides of the market for different beneficial account owners that are immediately executable against each other may be entered without delay provided that the orders did not involve pre-execution communications.

Opposite orders for different beneficial accounts that are simultaneously placed by a party with

discretion over both accounts may be entered provided that one order is exposed on the e-cbot platform for a minimum of 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts.

An order allowing for price and/or time discretion, if not entered immediately upon receipt, may be knowingly entered opposite a second order entered by the same firm only if the second order has been entered immediately upon receipt and has been exposed on the e-cbot platform for a minimum of 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts.

(c) Pre-Execution Communications Prohibited

(i) Pre-execution communications are communications between two market participants for the purpose of discerning interest in the execution of a transaction prior to the entry of an order on the e-cbot platform.

(ii) Pre-execution communications and transactions arising from such communications are prohibited in all products during all hours except as otherwise provided by Regulation 331.05 "Block Trade Transactions". (09/01/04)

9B.14 Good Faith Bids and Offers - A member or Registered User shall not knowingly enter, or cause to be entered, bids or offers into the e-cbot system other than in good faith for the purpose of executing bona fide transactions. (11/01/03)

9B.15 Priority of Execution - Orders received by a member or Registered User shall be entered into the e-cbot system in the sequence received. Orders that cannot be immediately entered into e-cbot must be entered when the orders become executable in the sequence in which the orders were received. (11/01/03)

9B.16 Disciplinary Procedures - All access denials, suspensions, expulsions and other restrictions imposed upon a member or Registered User by the Exchange pursuant to disciplinary procedures contained in Chapters 2 and 5 of the Exchange's rules shall restrict with equal force and effect access to, and use of, the e-cbot system. (11/01/03)

9B.17 Termination of e-cbot Connection - The Exchange, at its sole discretion, shall have the right to summarily terminate the connection of any member or non-member, or the access of any ITM. Additionally, the Exchange, at its sole discretion, shall have the right to direct a member or non-

member with a direct connection to immediately terminate access to the e-cbot system of any user. (11/01/03)

9B.18 Records of Transactions Effected Through the e-cbot System -All written orders and any other original records pertaining to orders entered through the e-cbot system must be retained for five years. For orders entered into the e-cbot system immediately upon receipt, the data contained in the e-cbot system shall be deemed the original records of the transaction. (11/01/03)

9B.19 e-cbot Limitation of Liability - This Regulation sets forth the disclaimer of warranties and the limitation of liability that shall apply to any provision, use, performance, maintenance or malfunction of the LIFFE CONNECT(R) system for trading on e-cbot:

(1) Disclaimer of Warranties. The CBOT provides any licensed products, access to the interface, the equipment and the trading system "AS IS". Except as specifically provided in any Interface Sublicense and Connection Agreement, the CBOT makes no, and hereby disclaims all, warranties, conditions, undertakings, terms or representations, expressed or implied by statute, common law or otherwise, in relation to any licensed products, equipment or trading system or any part or parts of the same. The CBOT specifically disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement. The CBOT further disclaims all warranties, implied or otherwise, relating to any third party materials.

(2) Liability

(i) General Limitation. Excluding a finding of gross negligence or willful misconduct, the CBOT, the agents, subcontractors and licensors of the CBOT, and the officers, directors, and employees of the CBOT, and its agents, subcontractors and licensors, shall have no liability, to any licensee or any other person, under any Interface Sublicense and Connection Agreement or in relation to the use, performance, maintenance, or malfunction of the equipment, any licensed products, or the trading system or any components thereof, for any losses, or other damage or injury, direct or indirect (including, but not limited to, consequential, incidental, and special damages and loss of profits, goodwill or contracts), which arising from negligence or breach of contract or otherwise, and whether or not such person (or any designee thereof) shall have been advised of or otherwise might have anticipated the possibility of such damages.

(ii) Aggregate Liability. In the event the limitation under paragraph (b)(2)(i) above is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, the entire aggregate liability of the CBOT, its agents, subcontractors and licensors, and the officers, directors, and employees of the CBOT and its agents, subcontractors and licensors under or in connection with any Interface Sublicense and Connection Agreement shall not exceed $10,000.

Notwithstanding any of the foregoing provisions, this Regulation shall in no way limit the applicability of any provision of the Commodity Exchange Act, as amended, and Regulations thereunder. (11/01/03)

9B.20 Disclosure Statement - No member or clearing member shall accept an order from, or on behalf of, a customer for entry into e-cbot, unless such customer is first provided with the Uniform Electronic Trading and Order Routing System Disclosure Statement developed by the National Futures Association. (11/01/03)

9B.21 Error Trade Policy - In order to ensure fair and orderly market conditions, the Exchange, or designated staff, may cancel a transaction in accordance with the Error Trade Policy detailed in Appendix 9B-2. (11/01/03)

Chapter 10
Grains

Ch10 Trading Conditions

1004.00 Unit of Trading - On future delivery contracts calling for the delivery of commodities, delivery shall be made in the following quantities or multiples thereof:

Wheat, corn, oats and soybeans-5,000 bushels

Other commodities - Units of trading established by these Rules and Regulations

Each delivery of grain may be made up of various lots of grain of the various authorized grades situated in or for shipment from various eligible warehouses or shipping stations, provided that no lot delivered shall contain less than 5,000 bushels of any one grade in any one warehouse or shipping station. 290 (03/01/00)

1005.01A Months Traded In - Trading in wheat, corn and oats is regularly conducted in five different months - March, May, July, September and December but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at one time shall be at the discretion of the Exchange.

Trading in soybeans is regularly conducted in seven different months - January, March, May, July, August, September and November but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at one time shall be at the discretion of the Exchange.

Trading in Crude Soybean Oil and Soybean Meal is regularly conducted in eight different months - January, March, May, July, August, September, October and December but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at any one time shall be at the discretion of the Exchange. 30R (04/01/02)

1006.00 Price Basis - Future delivery contracts on grain shall be in multiples as set by the Board by Regulation. (09/01/94)

1006.01 Price Basis -

A. Soybeans. The minimum fluctuation shall be 1/4 cent, including spreads.

B. Corn. The minimum fluctuation shall be 1/4 cent, including spreads.

C. Wheat. The minimum fluctuation shall be 1/4 cent, including spreads.

D. Oats. The minimum fluctuation shall be 1/4 cent, including spreads.

Settlements are to be calculated to the nearest 1/4 cent. 1972 (09/01/94)

1007.00 Hours for Trading - Hours for trading for future delivery in grains, crude soybean oil and soybean meal shall be from 9:30 a.m. to 1:15 p.m. except that on the last day of trading in an expiring future the hours with respect to such futures shall be from 9:30 a.m. to 12 o'clock noon, subject to the provisions of the next succeeding paragraph of this Rule 1007.00.

On the last day of trading in an expiring future, a bell shall be rung at 12 o'clock noon designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute and quotations made during this time shall constitute the close. The above time constraints do not apply to options contracts which close by public call.

The hours may be shortened or the Exchange may be closed on any day or days pursuant to

Regulation adopted by the Board.

Hours for trading for future delivery in other commodities shall be fixed by Regulation adopted by the Board.

No such trading shall take place except in the Exchange Hall or on Exchange facilities including an approved automated order entry facility during such hours as the Board shall designate. The Association shall conform to Chicago time. 252 (04/01/97)

1007.01 The Opening and Closing of Oats Trading - Trading for future delivery in Oats shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 1975 (08/01/96)

1007.02 Modified Closing Call - Immediately following the prescribed closing procedure for all futures contracts traded by open outcry, there shall be a two (2) minute trading period (the "modified closing call"). (i) All trades which may occur during regularly prescribed trading hours may occur during the call at prices within the closing range; (ii) no new customer orders may be entered into the call unless such orders are for contracts that also are traded electronically during the call; (iii) cancellations may be entered into the call; (iv) stop, limit and other resting orders elected by prices during the close may be executed during the call; (v) individual members may execute or enter orders for their own accounts in the call; and (vi) member firms, and those entities which are wholly-owned by member firms, that wholly-own member firms, or that are wholly-owned by the same parent company(ies) as member firms, trading for such firms' or entities' own propietary accounts may initiate trades or enter orders into the call.

Unless otherwise specified by Exchange regulation or policy the daily settlement price for each contract shall be determined by the relevant Pit Committee at the close of Regular Trading Hours. The settlement price shall be determined by the Pit Committee based upon various factors including, but not limited to (a) the prices that traded during the close; (b) the volume traded at particular prices within the closing range; (c) bids and offers made during the close; (d) the prices at which spreads traded during the close; and (e) the settlement price(s) of related contracts. If the proposed settlement price differs from the midpoint of the closing range for a particular contract, the Pit Committee will document the basic for the deviation from the midpoint. Such documentation must be signed by two members of the Pit Committee. In all cases, however, the Exchange, in its capacity as a Derivatives Clearing Organization, reserves the right to make the final decision on settlement prices. (03/01/04)

1008.01 Trading Limits -

A. Limits. Trading is prohibited during any Trading Day (as defined in Regulation 906.04) in futures contracts of commodities traded on this Exchange at a price or yield higher or lower than either:

1. The settlement price or yield for such commodity on the previous business day, or

2. The average of the opening range or the first trade during the first day of trading in a futures contract, or

3. The price or yield established by the Exchange in an inactive future, plus or minus the following sums with respect to such commodities:

Corn	$.20 per bushel - $1,000
mini-sized corn	$.20 per bushel - $200
Oats	$.20 per bushel - $1,000
Rough Rice	$.50 per hundredweight - $1,000
Soybeans	$.50 per bushel - $2,500
mini sized soybeans	$.50 per bushel - $500
Soybean Meal	$20 per unit of trading - $2,000
Soybean Oil (Crude)	$.02 per unit of trading - $1,200
Wheat	$.30 per bushel - $1,500
mini-sized wheat	$.30 per bushel - $300

B. Current Month Exclusions. Limits shall not apply to trading in current month contracts on and after the second business day prior to the first day of the current month.

Notwithstanding the foregoing, limits shall remain in effect for purposes of trading agricultural contracts on e-cbot.

The provisions of Paragraph B do not apply to CBOT(R) Dow Jones(SM) Index futures, which will be governed solely by Paragraph D.

C. Limit Bid; Limit Sellers Definitions. The terms "close on the limit bid" or "close on the limit sellers" are defined as follows:

Limit Bid. Restricted to a situation in which the market closes at an upward price limit on an unfilled bid. When a close is reported as a range of different prices, the last price quoted must be limit bid.

Limit Sellers. Restricted to a situation in which the market closes at a downward price limit on an unfilled offer. When a close is reported as a range of different prices, the last price quoted must be a limit ask.

D. Daily Price Limits and Trading Halts for CBOT(R) Dow Jones Industrial and mini-sized Dow(SM) Index Futures. Daily price limits and trading halts of the CBOT(R) Dow Jones Industrial Average(SM) Index and CBOT(R) mini-sized Dow(SM) Index Futures contracts shall be coordinated with trading halts of the underlying stocks listed for trading in the primary securities market.

For purposes of this regulation, the primary futures contract shall be defined as the futures contract trading in the lead month configuration in the pit, or for those contracts only listed electronically, on the electronic trading system (ETS), and the Executive Committee or its designee shall have the responsibility of determining whether the primary futures contract is limit bid or offered.

For the first day of trading in a newly listed contract, there will be an implied previous business day's settlement price, created by the Exchange for the sole purpose of establishing price limits. The implied settlement price will be created by extrapolating the annualized percentage carry between the two contract months immediately prior to the newly listed contract.

Price Limits: There shall be three successive price limits for each index, Level 1, Level 2, and Level 3, below the settlement price of the preceding regular trading session. Levels 1, 2, and 3 shall be calculated at the beginning of each calendar quarter, using the average daily closing value of each index for the calendar month prior to the beginning of the quarter. Level 1 shall be 10% of such average closing value calculation; Level 2 shall be 20% of such average closing value calculation; Level 3 shall be 30% of such average closing value calculation. For the Dow Jones Industrial Average/sm/, each Level shall be rounded to the nearest fifty points. The values of Levels 1, 2 and 3 shall remain in effect until the next calculation.

Price Limits and Trading Halts During Regular Trading Hours: The following price limits and trading halts shall apply to open outcry and electronic trading during the Exchange's regular trading hours. For purposes of this Regulation, "regular trading hours" are defined CBOT for all Dow Jones stock index contracts to begin with the time of the open for open outcry trading in Dow Jones Industrial Average contracts, and to end with the later of the time of the close of open outcry trading, or the conclusion of any daytime electronic trading session that is part of the same trading day.

(a) Level 1:

Except as provided below, the Level 1 price limit shall be in effect until a trading halt has been declared in the primary securities market, trading in the primary securities market has resumed, and fifty percent (50%) of the stocks underlying the DJIA/SM/ Index (selected according to capitalization weights) have reopened. The Level 2 price limit shall apply for all CBOT Dow Jones stock index contracts to such reopening.

Until 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the trading halt shall be a one-hour trading halt. Between 1:00 p.m. and 1:30 p.m. Chicago time (2:00 p.m. and 2:30 p.m. Eastern time), the trading halt shall be a one-half hour trading halt.

The Level 1 price limit shall not apply after 1:30 p.m. Chicago time (2:30 p.m. Eastern time). If the futures contract is limit offered at the Level 1 price limit and a trading halt has not been declared in the primary securities market, the Level 1 price limit shall be lifted and the Level 2 price limit shall apply thereafter.

(b) Level 2:

Except as provided below, the Level 2 price limit shall be in effect until a trading halt has been declared in the primary securities market, trading in the primary securities market has resumed, and fifty percent (50%) of the stocks underlying the DJIASM Index (selected according to capitalization weights) have reopened. The Level 3 price limit shall apply for all CBOT Dow Jones stock index contracts to such reopening.

Until 12:00 noon Chicago time (1:00 p.m. Eastern time), the trading halt shall be a two-hour trading halt. Between 12:00 noon and 1:00 p.m. Chicago time (1:00 p.m. and 2:00 p.m. Eastern time), the trading halt shall be a one-hour trading halt. After 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the trading halt declared in the primary securities market will remain in place for the rest of the primary securities market trading day.

(c) Level 3:

The Level 3 price limit shall be in effect during all regular trading hours.

Trading Halts: If the primary futures contract for the DJIA/sm/ is limit offered at either the Level 1 or Level 2 price limit as described above and there is a trading halt declared in the primary securities market, trading shall be halted for all Dow Jones/sm/ Index futures contracts that have reached their respective price limits. In the event that trading in the primary securities market resumes after a trading halt, trading in each of the Dow Jones/SM/ Index futures contracts (that have halted) shall resume only after fifty percent (50%) of the stocks underlying the DJIA/SM/ Index (selected according to capitalization weights) have reopened. The next applicable price limit enumerated

above shall apply to the reopening indexes and to those indexes that had not reached their previous respective price limits during the period of the halt.

If after 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the primary futures contract for the DJIAsm is limit offered at the Level 2 price limit, or if the primary futures contract for the DJIAsm is limit offered at the Level 3 price limit at any time during regular trading hours, and the primary securities market declares a trading halt for the rest of its trading day, the Exchange will also declare a trading halt for the rest of its regular trading hours for all Dow Jonessm Index futures contracts that have reached their respective price limits.

In the event that e-cbot trades occur through the price limits described above, any such trades may be busted with the approval of the Exchange.

Price Limits During Non-Regular Trading Hours: When e-cbot is open for trading during non-regular trading hours, there shall be a price limit of 10% of the average daily closing value of the index for the calendar month prior to the beginning of the quarter. The value of this limit shall remain in effect until the next calculation. This price limit shall apply above or below the previous trading day's settlement price. (10/01/04)

1008.01A Trading Limits - The Crude Soybean Oil and Soybean Meal Committee has been asked to interpret the following sentence:

"These provisions (trading limits) shall not apply to trading in the current month on or after the first notice day thereof."

The question that arises is whether this means the first business day of the delivery month or the first notice day of the contract which would be the last business day of the previous month.

The Committee is of the opinion that it is the intention of the Regulations that the meaning of the sentence includes the first notice day which is the last business day of the month preceding the delivery month. 36R (09/01/94)

1008.02 Trading Limit Corrections - Daily trading limits determined pursuant to Regulation 1008.01A (1) may be corrected as specified in this regulation only in cases where the applicable settlement price is related to an erroneous closing price quotation.

Such a correction may be made:

- - only to the level which would have been specified had the error not occurred; and

- - only if the error is identified prior to the next day's opening of trading.

Such a correction may be adopted by approvals of the relevant Pit Committee Chairman, or the Pit Committee Vice Chairman in the absence of the Pit Committee Chairman, and the Chairman or Vice Chairman of the Regulatory Compliance Committee within 15 minutes after the closing of the applicable futures contract or within 30 minutes after the closing of the applicable futures option contract. Thereafter, such a correction may be adopted by approval of the Regulatory Compliance Committee.

No such correction may be made after the next day's opening of trading. (09/01/94)

1009.01 Last Day of Trading of Delivery Month - Wheat and Oats - No trades in wheat or oat futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the seventh business day following the last trading day.

(b) Liquidated by means for a bona fide exchange of futures for the actual cash commodity, or an over-the-counter transaction, no later than the sixth business day following the last trading day. (01/01/03)

1009.02 Last Day of Trading of Delivery Month-Corn and Soybeans - No trades in corn and

soybean futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the second business day following the last trading day (tender on business day prior to delivery).

(b) Liquidated by means of a bona fide exchange of futures for the actual cash commodity, or an over-the-counter transaction, no later than the business day following the last trading day. 1832a (07/01/03)

1010.01 Margins on Futures - (See 431.03) (09/01/94)

1012.01 Position Limits - (See 425.01) (09/01/94)

1035.00 Scope of Chapter - Commodities bought or sold for future delivery under Exchange contracts shall be delivered and accepted in accordance with the provisions of this Chapter. Any Regulation or Ruling which is inconsistent with the requirements or procedures set forth in this Chapter 10 is hereby superseded by the Chapter to the extent of such inconsistency. 280 (09/01/94)

1036.00 Grade Differentials - Unless otherwise specified, contracts for the sale of wheat, corn, soybeans and oats shall be deemed to call for "contract" wheat, corn, soybeans and oats respectively. Upon such contracts, sellers, at their option, may deliver all or part of the following grades at the following price differentials, provided that lots of grain of any one grade must conform to the minimum lot requirements of Rule 1004.00:

WHEAT GRADE DIFFERENTIALS

At 3c Premium	At Contract Price
No. 1 Soft Red Winter	No. 2 Soft Red Winter
No. 1 Hard Red Winter	No. 2 Hard Red Winter
No. 1 Dark Northern Spring	No. 2 Dark Northern Spring
No. 1 Northern Spring	No. 2 Northern Spring

Wheat which contains moisture in excess of 13.5% is not deliverable.

CORN DIFFERENTIALS

No. 1 Yellow Corn (maximum 15% moisture)	at 1 1/2 cents per bushel over contract price.
No. 2 Yellow Corn (maximum 15% moisture)	at contract price.
No. 3 Yellow Corn (maximum 15% moisture)	at 1 1/2 cents per bushel under contract price.

SOYBEAN GRADE DIFFERENTIALS

U.S. No. 1 Yellow Soybeans (maximum 13% moisture)	at 6 cents per bushel over contract price.
U.S. No. 2 Yellow Soybeans (maximum 14% moisture)	at contract price.
*U.S. No. 3 Yellow Soybeans (maximum 14% moisture)	at 6 cents per bushel under contract price.

* All factors equal to U.S. No. 2 grade or better (including test weight; splits; heat damage; brown, black and/or bicolored soybeans in yellow soybeans) except foreign material (maximum 3%).

OATS GRADE DIFFERENTIALS

No. 1 Extra Heavy Oats	At 7 cents per bushel over contract price.
No. 2 Extra Heavy Oats	At 4 cents per bushel over contract price.
No. 1 Heavy Oats	At 3 cents per bushel over contract price.
No. 2 Heavy Oats	At contract price.
No. 1 Oats	At contract price.

No. 2 Oats (36 Ib. minimum test weight)	At 3 cents per bushel under contract price.
No. 2 Oats (34 Ib. minimum test weight)	At 6 cents per bushel under contract price.

Bright Oats shall carry no additional premium or discount. Oats with more than 14% moisture are not deliverable. (03/01/00)

1036.00A Test Weight Designation for Oats - The Rules Committee has determined that, in the future, warehouse receipts of No. 2 Oats should carry the test weight designation on the face of the receipt. In connection with warehouse receipts currently outstanding which do not contain any such designation, it was determined that unless the designation "36 Ib. minimum test weight" appears on the face of the receipt, that the grade is considered to be 34 Ib. minimum test weight (6 cents per bushel under contract price). In consideration of any holder of outstanding Oat receipts that for some reason are "36 Ib. minimum test weight" and the receipt fails to reflect such, the holder can contact the Registrar's Office for updating the receipt. (09/01/94)

1036.00C Soybean Differentials - The Board has determined that in accordance with Rule 1036.00, No. 1 Yellow Soybeans which contain moisture in excess of 13% but not more than 14% are deliverable at par. (09/01/94)

1036.01 Location Differentials - Unless otherwise specified, contracts for the sale of wheat, corn, soybeans and oats shall be deemed to call for "contract" wheat, corn, soybeans and oats respectively. Upon such contracts, sellers, at their option, may deliver all or part at the following locations at the following price differentials, subject to the differentials for grade outlined in Rule 1036.00, provided that lots of grain of any one grade must conform to the minimum lot requirements of Rule 1004.00:

WHEAT LOCATION DIFFERENTIALS

In accordance with the provisions of Rule 1041.00C, wheat in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Toledo, Ohio Switching District may be delivered in satisfaction of Wheat futures contracts at contract price, subject to the differentials for class and grade outlined above. Only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat in regular warehouses located within the St. Louis-East St. Louis and Alton Switching districts may be delivered in satisfaction of Wheat futures contracts at a premium of 10 cents per bushel over contract price, subject to the differentials for class and grade outlined above.

CORN LOCATION DIFFERENTIALS

(See Regulation C1036.01-Location Differentials for Corn futures contracts.)

SOYBEAN LOCATION DIFFERENTIALS

(See Regulation S1036.01-Location Differentials for Soybean futures contracts.)

OATS LOCATION DIFFERENTIALS

In accordance with the provisions of Rule 1041.00B, oats in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District, the Minneapolis, Minnesota Switching District, or the St. Paul, Minnesota Switching District may be delivered in satisfaction of Oats futures contracts at contract price, subject to the differentials for class and grade outlined above. (06/01/02)

1038.00 Grades - A contract for the sale of commodities for future delivery shall be performed on the basis of the grades officially promulgated by the Secretary of Agriculture as conforming to United States Standards at the time of making the contract. If no such United States grades shall have been officially promulgated, then such contract shall be performed on the basis of the grades established by the Department of Agriculture of the State of Illinois, or the standards established by the Rules and Regulations of the Association in force at the time of making the contract. 293 (09/01/94)

1038.01 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of corn, soybeans or wheat shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1038.02 Deoxynivalenol (Vomitoxin) Limit in Wheat - Effective September 1, 1999, a taker of delivery of wheat shall have the option to request in writing load-out of wheat which contains no more than 5 (five) parts per million of deoxynivalenol (vomitoxin). At the taker's expense, a determination of the level of vomitoxin shall be made at the point of load-out by the Federal Grain Inspection Service or by a third party inspection service which is mutually agreeable to the maker and taker of delivery. (12/01/98)

1041.00 Delivery Points -

A. Corn.

See Rule C1041.00-Delivery Points for Corn futures contracts.

B. Oats. Oats in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Minneapolis, Minnesota or St. Paul, Minnesota Switching Districts may be delivered in satisfaction of oats futures contracts.

C. Wheat. Wheat in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Toledo, Ohio Switching District may be delivered in satisfaction of wheat futures contracts. Only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat in regular warehouses located within the St. Louis-East St. Louis and Alton Switching Districts may be delivered in satisfaction of Wheat futures.

D. Soybeans.

See Rule S1041.00-Delivery Points for Soybean futures contracts. (06/01/02)

1041.01 Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission. (09/01/94)

1042.00 Delivery of Commodities by Warehouse Receipts - Except as otherwise provided,

delivery of commodities shall be made by the delivery of registered warehouse receipts issued by warehousemen against stocks in warehouses which have been declared regular by the Regulatory Compliance Committee. The Regulatory Compliance Committee by Regulation may prescribe the conditions upon which warehouses and warehousemen may become regular except that in the case of federally licensed warehouses and warehousemen, the Regulatory Compliance Committee may impose only such reasonable requirements as to location, accessibility and suitability as may be imposed on other regular warehouses and warehousemen.

The Regulatory Compliance Committee by Regulation may prescribe conditions not inconsistent with the provisions of this Chapter upon which warehouse receipts issued by regular warehouses shall be deliverable. 281 (02/01/99)

1042.01 Registration of Grain Warehouse Receipts - In order to be valid for delivery against futures contracts, grain warehouse receipts must be registered with the official Registrar and in accordance with the requirements issued by the Registrar. Registration of Wheat and Oat warehouse receipts shall also be subject to the following requirements:

1. Warehousemen who are regular for delivery may register warehouse receipts at any time. If the warehouseman determines not to tender the warehouse receipt by 4:00 p.m. on the day it is registered, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered receipt may cancel its registration at any time. A receipt which has been canceled may not be registered again.

2. Except in the case of delivery on the last delivery day of a delivery month, in which case the warehouse receipt must be registered before 1:00 p.m. on the last delivery day of the delivery month, the grain warehouse receipt must be registered before 4:00 p.m.on notice day, the business day prior to the day of delivery. If notice day is the last business day of a week, grain warehouse receipts must be registered before 3:00 p.m. on that day.

3. From his own records, the Registrar shall maintain a current record of the number of receipts that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any receipts that have been declared withdrawn.

4. When a warehouseman regains control of his own registered receipt, the warehouseman shall by 4:00 p.m. of that business day either cancel the registration of said receipt or declare that said receipt is withdrawn but is to remain registered by transmitting to the Registrar the receipt number and the name and location of the warehouse facility, except in the case where a notice of intention to redeliver said receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m. of the day that the warehouseman regained control of said receipt. (01/01/04)

1043.01 Delivery of Corn and Soybeans by Shipping Certificates - Deliveries of Corn and Soybeans shall be made by delivery of Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Corn and Soybeans using the electronic fields which the Exchange and the Clearing Services Provider require to be completed. In order to effect a valid delivery each Shipping certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the issuer of the Certificate. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the certificate, in accordance with Regulation C1056.01 or Regulation S1056.10, as applicable. (01/01/04)

1043.02 Registration of Corn and Soybean Shipping Certificates - Corn and Soybean Shipping Certificates in order to be eligible for delivery must be registered with the Official Registrar and in accordance with the requirements issued by the Registrar. Registration of Corn and Soybean Shipping Certificates shall also be subject to the following requirements:

(a) Shippers who are regular for delivery may register certificates at any time. If the shipper determines not to tender the shipping certificate by 4:00 p.m. on the day it is registered, the shipper shall declare the certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant. The holder of a registered certificate may cancel its registration at any time. A certificate which has been canceled may not be registered again.

(b) No notice of intention to deliver a certificate shall be tendered to the Clearing Services Provider unless said certificate is registered and in possession of the clearing member tendering the notice or unless a shipping certificate is registered and outstanding. When a notice of intention to deliver a certificate has been tendered to the Clearing Services Provider, said certificate shall be considered to be "outstanding" until its

registration is cancelled.

(c) From his own records, the Registrar shall maintain a current record of the number of certificates that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT web site. The record shall not include any shipping certificates that have been declared withdrawn.

(d) When a registered shipper regains control of a registered certificate calling for shipment from one of his shipping stations, which in any manner relieves him of the obligation to ship corn or soybeans upon demand of a party other than himself, the shipper shall by 4:00 p.m. of that business day either cancel the registration of said certificate or declare that said certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant, except in the case where a notice of intention to redeliver said certificate for the shipper has been tendered to the Clearing Services Provider by 4:00 p.m. of the day that the shipper regained control of said certificate.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation of certificates other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of certificates registered as of 4:00 P.M. on each trading day of the week. In addition to the information posted on the Exchange Floor and the CBOT website, this daily report will show the names of shippers whose certificates are registered and the location of the shipping stations involved. This report shall not include any shipping certificates that have been declared withdrawn. (01/01/04)

1044.01 Certificate Format - The Exchange and the Clearing Services Provider shall determine the electronic fields which are required to be completed in connection with an electronic shipping certificate.

The electronic shipping certificate obligates the shipper, for value received and receipt of the certificate properly endorsed, and subject to a lien for payment of premium charges, to deliver the specified quantity of the relevant commodity conforming to the standards of the Exchange, and to ship the commodity in accordance with orders of the lawful owner of the certificate and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by water or rail conveyance according to the registered loading capability of the shipper.

Delivery of the electronic shipping certificate to the issuer by the owner of the certificate, for the purpose of shipment of the commodity, is conditioned upon loading of the commodity in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and premium charges due which the owner of the certificate agrees to honor upon presentation. (01/01/04)

1045.01 Lost or Destroyed Negotiable Warehouse Receipts

(a) Unless a federal or state law prescribes different procedures to be followed in the case of lost or destroyed warehouse receipts, the following procedures shall be followed. A replacement receipt may be issued upon compliance with the conditions set forth in paragraph (b) of this Regulation. Such replacement receipt must be issued upon the same terms, must be subject to the same conditions, and must bear on its face the number and the date of the receipt in lieu of which it is issued. It must also contain a plain and conspicuous statement that it is a replacement receipt issued in lieu of a lost or destroyed receipt.

(b) Before issuing such replacement receipt, the warehouseman may require the person requesting the receipt to make and file with the warehouseman: (1) an affidavit stating that the requestor is the lawful owner of the original receipt, that the requestor has not negotiated, sold, assigned or encumbered it, how the original receipt was lost or destroyed, and if lost, that diligent effort has been made to find the receipt without success, and (2) a bond in an amount double the value, at the time the bond is given, of the commodity represented by the lost or destroyed receipt.

Such bond shall indemnify the warehouseman against any loss sustained by reason of the issuance of such replacement receipt. The bond shall have as surety thereon a surety company which is authorized to do business, and is subject to service of process in a suit on the bond, in the state in which the warehouse as named on the warehouse receipt, is located, or at least two individuals who are residents of such state, and each of whom owns real property in that state having a value, in excess of all exemptions and encumbrances, equal to the amount of the bond.

In the alternative, upon the approval of the U.S. Department of Agriculture where applicable, or otherwise upon the approval of the Exchange, a warehouseman may issue a replacement receipt upon the execution of an agreement by the requestor to indemnify the warehouseman against any loss sustained by reason of the issuance of

such replacement receipt, in a form acceptable to the warehouseman/shipper. (02/01/03)

1046.00 Date of Delivery - Where any commodity is sold for delivery in a specified month, delivery of such commodity may be made by the seller upon such business day of the specified month as the seller may select and, if not previously delivered, delivery must be made upon the last business day of the specified month; provided, however, that the Exchange may, by Regulation pertaining to a particular commodity, prescribe specific days or dates within such specified month on which delivery of such commodity may or may not be made. 284 (09/01/94)

1046.00A Location for Buying or Selling Delivery Instruments - In order to facilitate liquidation of outstanding contracts during the final seven business days of a delivery month (Regulation 1009.03) floor brokers, locals and clearing or non-clearing members who need warehouse receipts or shipping certificates in order to make delivery or who anticipate receiving warehouse receipts or shipping certificates on delivery and wish to dispose of them may meet at 2:00 p.m. on the last day of trading in an expiring future at the cash grain table between the corn and soybean pits to make arrangements for the acquisition or disposition of such receipts or certificates.

All actual deliveries against outstanding futures positions must, in any event, be made by sellers through the Clearing Services Provider and will be received by buyers through the Clearing Services Provider. 34R (01/01/04)

1047.01 Delivery Notices - A seller obligated or desiring to make delivery of a commodity shall issue and deliver to the Clearing Services Provider a delivery notice in the form and manner specified by the Exchange.

The Clearing Services Provider, acting as agent for the seller, shall provide the notice to the buyer.

The seller or its agent shall reduce the notice to written form and retain a copy of the notice for the period of time required by the Commodity Futures Commission.

Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish to each issuer the names of the buyers obligated to accept delivery from him for each commodity for which a notice was tendered and shall also inform the issuer of the number of contracts for which each buyer is obligated. Failure of the seller to object to such assignment by 7:00 a.m. on intention day, or by such other time designated by the Exchange, shall establish an irrebuttable presumption that the issuance of the delivery notice was authorized by the person in whose name the notice was issued. (01/01/04)

1048.01 Method of Delivery - Delivery notices must be delivered to the Clearing Services Provider which shall assign the deliveries to clearing members (buyers) having contracts to take delivery of the same amounts of the same commodities. The Clearing Services Provider shall notify such clearing members of the deliveries which have been assigned to them and shall furnish to issuers of delivery notices the names of clearing members obligated to accept their deliveries. Clearing Members receiving delivery notices shall assign delivery to the oldest open contracts on their books at the close of business on the previous day (position day). 286 (01/01/04)

1049.00 Time of Delivery, Payment, Form of Delivery Notice - The requirements of the form of delivery notice, time of delivery, and payment shall be fixed by the Regulatory Compliance Committee. 287 (09/01/94)

1049.01 Time of Issuance of Delivery Notice - Unless a different time is prescribed by Regulation pertaining to a particular commodity, delivery notices must be delivered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, on position day except that, on the last notice day of the delivery month, delivery notices for those commodities utilizing the electronic delivery system via the Clearing Services Provider's on-line system may be delivered to the Clearing Services Provider until 10:00 a.m. or 2:00 p.m. for all other commodities, or by such other time designated by the Exchange, on intention day. The Clearing Services Provider shall, on the same day, assign the deliveries to eligible buyers as provided in Regulation 1048.01 and shall issue to each such buyer a delivery assignment notice describing the delivery which has been assigned to him. (01/01/04)

1049.01B Interpretation: Sellers' Obligation for Storage Charges - The Directors have issued the following interpretation of Rule 1042.00, Rule 1041.00, and Regulation 1049.01 in connection with the time the responsibility for storage charges changes from seller to buyer.

The responsibility for storage charges shall remain the obligation of the seller until such time as the warehouse receipts or weight certificates are presented to the buyer and payment is made therefore in conformity with the Regulations concerning payment. (09/01/94)

1049.02 Buyers' Report of Eligibility to Receive Delivery - Prior to 8:00 p.m., or by such other time designated by the Exchange, of each day on which delivery notices may be delivered to the Clearing Services Provider, each clearing member shall report to the Clearing Services Provider, at such times and in such manner as shall be prescribed by the Clearing Services Provider, the amounts of its purchases of the various commodities then eligible for delivery which remain open on its books in accordance with law and with the Rules and Regulations of the Association. Such reports shall show the dates on which such purchases were made, and shall exclude purchases to which the clearing member has applied deliveries assigned to it but which remain open on its books pending receipt of delivery. With respect to omnibus accounts, the reports described above shall show the dates on which such purchases were made, as reflected on the ultimate customers' account statements. (01/01/04)

1049.03 Sellers' Invoices to Buyers - Upon receipt of the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer, the seller shall prepare invoices addressed to its assigned buyers describing the documents to be delivered to each such buyer and, in the case of deliveries under Rule 1041.00, the information required in said Rule. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider for that purpose adjusted for applicable premiums, discounts, storage charges, premium charges, premium for FOB conveyance, quantity variations and other items for which provision is made in these Rules and Regulations relating to contracts, and shall be in the form designated by the Exchange. Such invoices shall be delivered to the Clearing Services Provider by 10:00 a.m. for those commodities utilizing the electronic delivery system via the Clearing Services Provider's on-line system or 4:00 p.m. for other commodities, or by such other time designated by the Exchange, on the day of intention except on the last notice day in the delivery month when a skeleton notice has been delivered to the Clearing Services Provider, in which case invoices for said delivery may be delivered to the Clearing Services Provider until 10:00 a.m. on the last delivery day of the delivery month. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed.

Financial instruments futures contracts will follow the invoicing procedure that is prescribed in the respective contract's invoicing regulation. Delivery invoicing forms for financial instruments futures contracts shall be restricted to that form which the Clearing Services Provider specifically provides.

DELIVERY INVOICE
Office Of

No._____

_____

_____

For delivery on_____
(Date)
against C. H. Assignment Notice No._____

To_____
(Buyer's code number and name)
For the delivery of_____
(Net quantity, per list total below)
of_____
(Grade, class, commodity)
In, ordered to, or to be shipped from_____
(Warehouse, delivery or shipping point)

As evidenced by the documents listed below:

At the established delivery price of _____ per _____	$_____
Premium or discount on grade	_____
Storage and insurance, or premium, for a total of ____ days	_____
Other charges or credits	_____
TOTAL AMOUNT DUE-THIS INVOICE	$_____

Whse.Receipt or certificate			Prem-Disc. on Grade		Adjustment for Stge-lns-Prem.				Other charges or credits	
Date	Number	Net Quantity	Rate	Amount	Pd.thru	Days	Rate	Amount	Dr Cr.	Amount & Description

1049.04 Transfer Obligations - Payment is to be made in same day funds 1) by a check drawn on and certified by a Chicago bank or 2) by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. Unless a different time is prescribed by Regulation pertaining to a particular commodity, buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery before 1:00 p.m. of the day of delivery, except on banking holidays when delivery must be taken or made and payment made before 9:30 a.m. the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in according with its rules, policies and procedures. 1639 (01/01/04)

1050.00 Duties of Members - Members shall deliver warehouse receipts, bills of lading, shipping certificates or demand certificates tendered for delivery pursuant to the Rules and Regulations of the Association and in accordance with the assignment thereof to eligible buyers by the Clearing Services Provider, and shall make no other disposition thereof. A member who alters or makes a false endorsement on a notice of assignment of delivery issued by the Clearing Services Provider under Regulation 1048.01, for the purpose of avoiding acceptance of the delivery specified, therein, should be deemed guilty of an act detrimental to the welfare of the Association. 288 (01/01/04)

1050.01 Failure to Deliver - If a clearing member fails to fulfill its delivery obligation, the non-defaulting clearing member must notify the Clearing Services Provider of such failure as soon as possible. If, and only if, the non-defaulting clearing member notifies the Clearing Services Provider of the failure no later than sixty minutes after the time the delivery obligation was required to have been fulfilled, then the Clearing Services Provider shall pay to the non-defaulting clearing member reasonable damages proximately caused by the default.

The Clearing Services Provider shall not be obligated to either: (1) pay any damages greater than the difference between the delivery price of the specific commodity and the reasonable market price of such commodity; or (3) pay any damages relating to the accuracy, genuineness, completeness, or acceptableness of warehouse receipts, shipping certificates, or any similar documents; or (4) pay any damages relating to the failure or insolvency of banks, depositories, warehouses, shipping stations, or similar organizations or entities that may be involved with a delivery.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member.(01/01/04)

1051.01 Office Deliveries Prohibited - No office deliveries of warehouse receipts or shipping certificates may be made by clearing members. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 1870 (01/01/04)

1052.00 Delivery of Grain in Cars (Chicago only) - Regular deliveries of contract grades of grain on contracts for future delivery may be made in cars on track during the last three business days in the delivery month subject to the following:

(a) Cars must be within the Chicago District, in a railroad yard where samples are taken by an official grain inspection agency approved by the U.S.D.A.

(b) Cars must be consigned or ordered to a regular warehouse.

(c) Delivery shall not be complete until the grain is unloaded and warehouse receipts or weight certificates are issued therefor unless the buyer elects otherwise. During this time, title to the grain remains in the seller, the purchase price is not payable, and the seller remains liable for any change in grade. The buyer, however, may elect and order the cars unloaded at any other place where they will be weighed provided the buyer makes payment in

advance. In making such election and paying in advance the buyer assumes title and all responsibility for any change in grade occuring after the original inspection as provided in subsection (d) of this Rule and for any and all charges occasioned by such election of the buyer.

(d) Grain delivered in cars on track in settlement of futures contracts must be inspected during the last four delivery days of the delivery month by an official grain inspection agency approved by the U.S.D.A. In the event another grade determination is made subsequent to date of tender and the original grade is changed, the delivery will not be disqualified as a result thereof. Price adjustment will be made between the buyer and the seller at the prevailing fair market difference based on the cost of replacement. In the event of a dispute, the Chairman of the Regulatory Compliance Committee will appoint an impartial committee of three to fix a fair and proper differential.

(e) Deliveries of grain in cars shall be made by the tender of delivery notices based on the shippers' certificates of weight (if attached thereto) or railroad weights, or, in the absence of such weights, the marked capacity of the cars.

(f) Where there is an excess or deficit upon delivery, such excess or deficit shall be settled for on the basis of the market price at the time when such excess or deficit becomes known to both parties; provided that the buyer, if he so elects, may cancel the contract as to any deficit.

(g) On all grain tendered under this Rule, the party making the original tender shall keep on file and deliver on request, at tenderer's option, the samples of the official grain inspection agency.

(h) Delivery of wheat, corn, oats or soybeans in cars shall be for quantities of 5,000 bushels or multiples thereof. 283 (03/01/00)

1052.00A Track Deliveries -

1. Under subparagraph (d) of Rule 1052.00 when notices of intention to deliver are issued on the day prior to the three days during which regular deliveries may be made in carlots, the requirement that the delivery notice be accompanied by certificate showing approval by the Illinois State Grain Inspection Department for storage must be attached to the delivery notice will be satisfied if that certificate is furnished the next day.

2. During the last three delivery days of the month split notices of delivery may be tendered, that is to say, part of the notice may cover grain in store and part of the notice may cover grain in cars on track. 14R (03/01/00)

1052.00B Track Deliveries - The matter of the origin of grain which may be delivered in satisfaction of futures contracts under Rule 1052.00 (Delivery of Grain in Cars), was brought before the Directors. After a discussion upon motion duly made, seconded, and unanimously carried, it was

Resolved, only grain arriving in cars from points outside of the Chicago Switching District and which has not previously been unloaded at a warehouse in the Chicago Switching District may be delivered in satisfaction of futures contracts under Rule 1052.00; and

Further Resolved, that grain loaded in cars from warehouses in the Chicago Switching District shall not be deliverable in satisfaction of futures contracts under said Rule 1052.00. 23R (09/01/94)

1052.00C Track Deliveries -

1. The question was submitted to the Directors as to whether or not under Rule 1052.00 (Delivery of Grain in Cars) out-of-town weights can be used on carlot deliveries provided there is an agreement between the buyer and seller. It was the ruling of the Directors and the Rules Committee that under the provisions of this Rule out-of-town weights may not be used even where mutual agreement might exist.

2. The question was submitted to the Directors as to whether deliveries of grain in cars might be settled on the aggregate or on the basis of individual contracts under Rule 1052.00.

   The Directors and the Rules Committee held that the settlement must be made on the individual contracts of 5,000, 2,000, 1,000 bushels or multiples thereof, and may not be settled on the aggregate.

3. The Directors and the Rules Committee have made the following interpretation of Regulation 1047.01 (Delivery Notice). A person issuing a skeleton notice on the last notice day in a delivery month must by 10:00 a.m. on the next day furnish all information which is required on the usual delivery notice. A person re-issuing a skeleton notice on the first position day of a successive delivery month (i.e. -the next calendar month) must furnish all information which is required on the usual delivery notice by 1:00 p.m. on first notice day. 23R (05/01/95)

1054.00 Failure to Accept Delivery - Where a buyer to whom a delivery has been assigned by the Clearing Services Provider under Regulation 1048.01 fails to take such delivery and make payment when payment is due, the seller tendering such delivery shall promptly sell the commodity on the open market for the account of the delinquent. He shall then immediately notify the Clearing Services Provider of the default, the contract price, and the re-sale price, and the Clearing Services Provider shall immediately serve a like

notice upon the delinquent. Thereupon the delinquent shall be obligated to pay to the seller, through the Clearing Services Provider, the difference between the contract price and the re-sale price. 289 (01/01/04)

1054.00A Failure to Accept Delivery - Rule 1054.00 provides that when a buyer fails to take delivery and make payment at the prescribed time, the issuer of the delivery 'shall promptly sell the commodity on the open market for the account of the delinquent'.

Does this mean that the seller is to sell the warehouse receipts in the cash market or sell futures in the pit and make a new tender? Also, what is the meaning of the term 'promptly'? If the deliverer, thinking to accommodate the delinquent, waits until 1:10, at which time the market is 5 lower than at 1:00 has he assumed any liability because of the delay? If it is the warehouse receipts which are to be sold out, what determines the market price? Frequently an elevator operator will pay more for his own receipts than for another's; or a processor may pay a higher basis for one grade than another, grade differential to the contrary. If futures are to be sold in the pit, who then is responsible for the mechanics of tender and the assumption of interest?

The Board approved the opinion of the Rules Committee that the seller must have the right to act in either the cash or futures market at his discretion without recourse on the part of the defaulting buyer so long as action is taken prior to 9:45 A.M., or by such other time designated by the Exchange, the next business day. 38R (01/01/04)

1054.01 Failure to Accept Delivery - If a clearing member fails to accept delivery, the seller tendering such delivery shall promptly sell the commodity for the account of the buyer. If the proceeds are insufficient to pay the seller the full delivery price, the clearing member failing to accept delivery shall be liable for the difference.

If a clearing member is unable or refuses to make full payment to the seller, the Clearing Services Provider shall bear the seller's loss in the first instance.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member. Failure to accept delivery or make full payment shall also constitute improper conduct. (01/01/04)

1056.01 Storage Rates for Wheat and Oats and Premium Charges for Corn and Soybeans - To be valid for delivery on futures contracts, all warehouse receipts and shipping certificates covering wheat and oats in regular store or under obligation for shipment must indicate the applicable storage rate or premium charge. No warehouse receipts or shipping certificates shall be valid for delivery on futures contracts unless the storage rates or premium charges on such grain shall have been paid up to and including the 18th calendar day of the preceding month, and such payment endorsed on the warehouse receipt or shipping certificate. Unpaid accumulated storage rates and premium charges at the posted rate applicable to the warehouse or shipping station where the grain is stored or under obligation for shipment shall be allowed and credited to the buyer by the seller to and including date of delivery. 1641

If storage rates or premium charges are not paid on-time up to and including the 18th calendar day preceding the delivery months of March, July and September and by the first calendar day of each of these delivery months, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage rates multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid plus a penalty of 5 percentage points, all multiplied by the number of calendar days that storage is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One Harris Trust & Savings Bank, and the Northern Trust Company.

The storage rates on Wheat and premium charges on corn and Soybeans for delivery shall not exceed 15/100 of one cent per bushel per day.

The storage rates on Oats for delivery shall not exceed 13/100 of one cent per bushel per day. (10/01/03)

1081.01 Regularity of Warehouses and Issuers of Shipping Certificates - Warehouses or shipping stations may be declared regular for the delivery of grain with the approval of the Exchange. Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two-year term beginning July 1 of that year, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating grain warehouses or shipping stations who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease at which time a notice will be posted by the Exchange. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding certificates at the facility is equal to or less than 20 times the requested rate of loading, whichever is later. Persons operating grain warehouses or shipping stations who wish to have their regular capacity space decreased shall file with the Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted by the Exchange.

Applications for a renewal of regularity shall be made prior to May 1 of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary.

The following shall constitute the minimum requirements and conditions for regularity of grain warehouses and shipping stations:

(1) The warehouse or shipping station making application shall be inspected by the Exchange or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

See Regulation C1081.01(1)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts.

See Regulation S1081.01(1)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(2) Such warehouse shall be connected by railroad tracks with one or more railway lines.

See Regulation C1081.01(2)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts.

See Regulation S1081.01(2)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(3) The proprietor or manager of such warehouse or shipping station shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No warehouse or shipping station shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties, or deposits with the Exchange, treasury securities, or other collateral deemed acceptable to the Exchange, In such sum and subject to such conditions as the Exchange may require. Any such sums shall be reduced by SEC haircuts, as specified in SEC Rule 15c3-1(c)(2)(vi), (vii) and (viii). If the warehouseman/shipper deposits treasury securities or any other collateral with the Exchange, it must execute a security agreement on a form prescribed by the Exchange.

(4) Such warehouse or shipping station shall be provided with modern improvements and appliances for the convenient and expeditious receiving, handling and shipping of grain in bulk.

(5) The proprietor or manager of such warehouse or shipping station shall comply with the system of registration of warehouse receipts or shipping certificates as established by the Exchange, and shall furnish accurate information to the Exchange regarding all grain received and delivered by the warehouse or shipping station on a daily basis, and that remaining in store at the close of each week, in the form prescribed by the Exchange.

(6) Safeguarding Condition of Grain in Warehouses.

(a) The Board of Trade shall designate an agency for registration of public warehouse receipts, and only public warehouse receipts registered with such agency shall be within the provisions of paragraph (b) following.

(b) Whenever in the opinion of the operator of the warehouse any grain stored in a public warehouse under his jurisdiction should be loaded out in order to protect the best interests of the parties concerned, such operator shall notify the agency giving the location and grades of such grain. The agency shall immediately notify an appropriate grain inspection service who shall at once proceed to the warehouse in which the grain is stored and examine it in conjunction with the Superintendent of such warehouse. If the grain inspection service agrees with the Superintendent that the grain should be moved, it shall so notify the Registrar of the Chicago Board of Trade. If the grain inspection service does not agree with the Superintendent that the grain should be moved, the operator of the warehouse shall have a right to appeal to the Business Conduct Committee of the Board of Trade. If on such appeal the Business Conduct Committee shall agree with the Superintendent that the grain should be moved, the Business Conduct Committee shall so notify the Registrar of the Board of Trade, and the warehouse receipts covering the above specified lot or lots of grain shall no longer be regular for delivery on Board of Trade future contracts. Upon receiving such notice, either from the grain inspection service, or from the Business Conduct Committee, the Registrar shall notify the holder, or holders, or their agents, together with the Chairman of the Business Conduct Committee, of the total quantity of the grade of grain in question (selecting the oldest registered warehouse receipt for such grain first, then such additional registered warehouse receipts in the order of their issuance as may be necessary to equal such total quantity of grain). When this information reaches the Chairman of the Business Conduct Committee he shall appoint a Committee consisting of five disinterested handlers of cash grain, which Committee shall meet at once and after taking into consideration various factors that establish the value of the grade of the receipts held by such owner or owners, shall determine the fair value of the grain, which price shall be that to be paid by the operator. If the price offered is not satisfactory, a Committee appointed by the Chairman of the Business Conduct Committee (at the request of such owner), shall procure other offers for such grain, and such offers shall be immediately reported to the owner or his agent. If the owner refuses to accept any such offers, he shall have the two following business days to order and furnish facilities for loading such grain out of store, and during this period the warehouseman shall be obliged to deliver the grain called for by the warehouse receipts, but not more than three (3) days may elapse after notification by the Registrar to the holder of the receipt before satisfactory disposition shall have been made of the grain, either by sale to the operator or by the ordering out and furnishing facilities to load the same, provided the amount of such grain does not exceed 100,000 bushels in any one elevator. If the amount of grain in question exceeds 100,000 bushels, the owner, or owners, of the warehouse receipts shall be allowed forty-eight hours of grace over and above the before mentioned three days for each 100,000 bushels in excess of the first 100,000 bushels.

(c) In the event that the holder of the warehouse receipt, or his agent, fails to move the grain or make other satisfactory disposition of same within the prescribed time, it shall be held for his account, and any loss in grade sustained shall likewise be for his account.

(d) Nothing in the foregoing provisions shall be construed as prohibiting the warehouseman from fulfilling contracts from other stocks under his control.

(7) The proprietor or manager of such warehouse shall promptly, by the proper publication, advise the trade and the public of any damage to grain held in store by it, whenever such damage shall occur to an extent that will render it unwilling to purchase and withdraw from store, at its own cost, all such damaged grain.

(8) The Board shall be assured that the operator or manager of the warehouse or shipping station will agree to conform to Regulation 1049.03.

(9) The proprietor or manager of such warehouse shall permit the Exchange, at any time, to examine the books and records of the warehouse, for the purpose of ascertaining the stocks of all kinds of grain which may be on hand at any time. The Exchange shall have the authority to determine the quantity of grain in the elevators and to compare the books and records of the warehouse with the records of the Exchange.

(10) The proprietor or manager of a regular warehouse or shipping station shall give assurance that all grain received in and shipped out of such warehouse shall be weighed under the supervision of an agency approved by the Exchange.

(11) The warehouseman or shipper operating such warehouses or shipping stations shall not engage in unethical or inequitable practices, and shall comply with all applicable federal or state statutes, rules or regulations.

All warehousemen and shippers are and shall be and remain subject to the Rules, Regulations and Rulings of the Board of Trade of the City of Chicago on all subjects and in all areas with respect to which the U.S. Department of Agriculture does not assert jurisdiction pursuant to the U.S. Warehouse Act, as amended.

A regular warehouseman or an owner of warehouse receipts can make delivery in a strike bound elevator. The taker of delivery is liable for all storage charges. However, where the owner of warehouse receipts in a strike bound elevator delivered against futures contracts has a bona fide bid for like receipts in a strike free elevator and decides to load the grain out or sell his receipts, the strike bound warehouseman has the option:

(a) to provide that same quantity and like quality of grain in store in another regular warehouse, not on strike, in the same delivery market, or

(b) to provide that same quantity and like quality of grain in store at another location on mutually acceptable terms, or

(c) if no initial agreement can be reached as provided above, the strike bound warehouseman must buy his warehouse receipts back at the bid price in store for that same quantity and like quality of grain in a strike free elevator in the same delivery market or he has the alternative of proceeding as in (a) above. The bid (which must be a basis bid versus futures) referred to in this paragraph must be good for a minimum period of one hour and must be tendered in writing to the strike bound warehouseman between 1:30 p.m. and 4:30 p.m. on a business day and prior to 8:30 a.m., but not before 7:30 a.m., on the following business day.

The warehouseman must respond to the bid as outlined above within the time period during which the bid is alive.

Should the warehouseman question the validity of the bid, the question shall be referred to a Standing Committee which shall have been appointed on an annual basis by the Chairman of the Board, with the approval of the Board. The Committee shall consist of three members including one regular warehouseman with suitable alternates. In case the strike bound elevator involved is in a market other than that directly represented by the warehouseman appointed, the Chairman may designate a member in said alternate market who is familiar with cash grain values in that market. The sole duty of the Committee shall be to determine that the bid is bona fide. The Committee shall not express any opinion with respect to the economics of the bid.

Within the context of this Regulation, a strike bound elevator is defined as the facility itself

being on strike.

The maximum load-out charge on wheat and oats which has been tendered in satisfaction of the Board of Trade futures contracts shall be 6 cents per bushel.

The maximum premium for FOB conveyance on Corn and Soybean Shipping Certificates which have been tendered in satisfaction of Board of Trade futures contracts shall be 4 cents per bushel.

All fees for stevedoring services to load Corn and Soybeans into barges are to be paid by the issuer of the Corn or Soybean Shipping Certificate.

The premium for FOB conveyance is payable at the time of invoice.

(12) Load-Out Procedures.

A. Load-Out Procedures Grains -

1. Corn and Soybeans; Wheat from Chicago, Burns Harbor and St. Louis; and Oats from Chicago and Burns Harbor. An operator of a regular facility has the obligation of loading grain represented by warehouse receipts or shipping certificates giving preference to takers of delivery. When an operator of a facility regular for the delivery of grain receives one or more written loading orders for loading of grain against canceled warehouse receipts or shipping certificates, the operator shall begin loading against them within 3 business days following their receipt. When loadings against written loading orders cannot be completed on the fourth business day following their receipt, the operator shall continue loading against such loading orders on each business day thereafter. All warehousemen and shippers shall outload grain against canceled delivery instruments consecutively without giving preference of the type of delivery instrument, kind of grain or mode of transportation. He shall outload all such products in the order in which suitable transportation, clean and ready to load is constructively placed at his facility by the holder of the warehouse receipt or shipping certificate, pursuant to bona fide loading orders previously received, and at the loading rates provided in part B of this Regulation.

2. Wheat from Toledo and Oats from Minneapolis-St. Paul - All warehousmen shall inload and outload all agricultural products consecutively without giving preference to the products owned by him over the products of others, and without giving preference to one depositor over another. He shall inload all such products consecutively in the order in which they arrive at his warehouse, pursuant to the inloading orders previously received so far as the warehouse capacity for grain and grade permits. He shall outload all such product s in the order in which suitable transportation, clean and ready to load is constructively placed at his warehouse by the holder of the warehouse receipt, pursuant to bona fide outloading orders previously received, except as provided in part B of this Regulation.

3. It shall be the responsibility of the warehouse receipt or shipping certificate holder to supply suitable transportation. Hopper cars shall be considered suitable transportation if they can be sampled by pelican in a manner approved by the appropriate grain sampling agency. Trucks and non-suitable hopper cars may be loaded only with the express agreement of the warehouseman.

Constructive placement at a warehouse or shipping station shall be defined as follows:

(1) Rail cars-as defined in the appropriate Railroad Freight Tariff on file with the Interstate Commerce Commission;

(2) Barges-Positioned at an appropriate fleeting service serving the designated delivery point as defined by the Barge Freight Trading Rules (Affreightment) of the National Grain and Feed Association;

(3) Vessels-In possession of the appropriate Federal Grain Inspection Service and/or National Cargo Bureau documents certifying readiness to accept load-out at the designated delivery point.

It shall be the responsibility of the warehouse receipt or shipping certificate holder to request the warehouseman to arrange for all necessary Federal Grain Inspection Service and stevedoring service. The warehouse receipt or shipping certificate holder may specify the stevedoring service to be called. The warehouseman shall not be held responsible for non-availability of these

services.

B. Load-Out Rates for Grain - In the event a regular grain warehouse or shipping station receives written loading orders for load-out of grain against canceled warehouse receipts or shipping certificates, the warehouseman or shipper shall be required to load out grain beginning on the third business day following receipt of such loading orders or on the day after a conveyance of the type identified in the loading orders is constructively placed, whichever occurs later. The rate of load-out for warehouses in Toledo and Minneapolis-St. Paul shall be at the normal rate of load-out for the facility. The load-out rate for warehouses, shipping stations in Chicago and Burns Harbor and for wheat warehouses in St. Louis shall depend on the conveyance and type of grain being loaded and shall not be less than the following per business day:

	Rail Conveyance or Water Conveyance			
	(When receipt holder requests in writing individual weights and grades per car load)	(When receipt holder requests in writing batch weights and grades)/1/	Vessel or	Barge
Wheat, Corn, Soybeans	25 Hopper Cars	35 Hopper Cars	300,000 Bushels	3 Barges
Oats	15 Hopper Cars	20 Hopper Cars	180,000 Bushels	2 Barges

/1/ A batch weight and grade shall refer to a buyer's request in writing for 1 weight and 1 grade per 5 rail cars.

Barge load-out rates for corn and soybeans will be at the shipping station's registered daily rate of loading. When wheat and corn or soybeans or when oats and corn or soybeans are in the lineup for loading, the higher loading rate will apply for total barge loadings on that day. However, a warehouseman or shipper is not obligated to load barges of one type of grain that exceeds the daily barge loading rate for that type of grain. Corn and soybeans are considered one type of grain for this regulation pertaining to barge loading rates.

Regular grain warehouses and shipping stations shall not be required to meet these minimum load-out rates when transportation has not been actually placed at the warehouse, transportation equipment is not clean and load ready, inspection services are not available, a condition of force majeure exists, inclement weather, including severe ice conditions, prevents loading, or stevedoring services are not available in the case of water conveyance. However, the exceptions to load-out requirements shall not include grains or soybeans which have not made grade. If precluded from loading when equipment is available, the warehouseman/shipper shall notify the owner by 10:00 a.m. the following business day.

In addition, regular warehouses in Toledo and Minneapolis-St. Paul shall not be required to meet the minimum load-out rate for a conveyance when a "like" conveyance has been constructively placed for load-in prior to the "like" conveyance for load-out. However, when a conveyance for load-out is constructively placed after a "like" conveyance for load-in, the warehouse will load-in grain from the "like" conveyance at the normal rate of load-in for the facility. This rate of load-in shall depend on the conveyance(s) being unloaded and shall not be less than the following minimums per business day:

	Rail Conveyance or Water Conveyance		
		Vessel or	Barge
Wheat, Corn, Soybeans	35 Hopper Cars	50,000 Bushels	1 Barge
Oats	20 Hopper Cars	50,000 Bushels	1 Barge

Regular warehouses shall not be required to meet these minimum load-in rates when a condition of force majeure exists, inspection services are not available, inclement weather prevents unloading, or stevedoring services are not available in the case of water conveyance.

Any increased overtime costs and charges for trimming and FGIS to meet minimum load-out requirements shall be borne by warehouseman.

Vessel loading shall require 3 days pre-advice to warehouseman prior to the date of arrival of the vessel. Failure to provide pre advice may delay loading by the same number of days pre-advice is delayed prior to date of arrival of the vessel.

Inability of a warehouse receipt holder to provide conveyance at an elevator in a timely manner will affect load-out of barges accordingly.

For purposes of this regulation, vessel and barge are "like" conveyances.

C. Notification to Warehouse/Shippers - The warehouse operator or shipping station shall load-in and load-out grains in the order and manner provided in parts A and B of this Regulation, except that his obligation to load-out grain to a given party shall commence no sooner than three business days after he receives cancelled warehouse receipts/shipping certificates and written loading orders from such party, even if such party may have a conveyance positioned to accept load-out of grain before that time. If the party taking delivery presents transportation equipment of a different type (rail, barge, or vessel) than that specified in the loading orders, he is required to provide the warehouse operator with new loading orders, and the warehouse operator shall be obligated to load-out grain to such party no sooner than three business days after he receives the new loading orders. Written loading orders received after 2:00 p.m. (Chicago time) on a given business day shall be deemed to be received on the following business day. Warehouse receipts/shipping certificates cancelled after 4:00 p.m. shall be deemed to be cancelled on the following business day. Written loading orders must be received no later than two business days after warehouse receipts/shipping certificates are cancelled. If the owner decides against loading out grain within two business days after receipts/certificates are cancelled, he may notify the warehouseman/ shipper that warehouse receipts/shipping certificates are to be re-issued. In the case of rice, oats, or wheat, if the warehouseman is notified by 12:00 noon, re-issue receipts shall be deliverable by 4:00 p.m. the following business day. Requests to re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

The warehouseman/shipper shall transmit to the Registrar by 11:00 a.m. the name, location of warehouse/shipping facility, and number of

delivery vessels/barges/rail cars constructively placed that day. The Registrar shall maintain a current record of the number of delivery vessels/ barges/rail cars constructively placed and shall be responsible for posting this record on the Exchange Floor and the CBOT website.

D. Storage and Premium Charges - Storage payments on wheat and oats to be shipped pursuant to loading orders shall cease on the tenth business day after suitable transportation is constructively placed for load-out or loading is complete, whichever is earlier. Premium charges for corn and soybeans to be shipped pursuant to loading orders shall cease on the business day loading is complete.

E. Records - All warehousemen and shippers shall keep adequate permanent records showing compliance with the requirements of this Regulation. Such records shall at all times be open for inspection by the designated official or officials of the contract market.

F. Certification of Corn, Soybeans and Wheat - Upon written request by a taker of delivery at the time loading orders are submitted for the delivery of corn, soybeans or wheat against canceled warehouse receipts/shipping certificates, the delivery warehouseman/shipper shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the grain is of U.S. origin only.

G. Barge Load-Out Procedures for Corn and Soybeans - When corn or soybeans represented by shipping certificates are ordered out for shipment by water conveyance, the regular shipper has the obligation to load-out grain at his registered daily rate of loading. The shipper's obligation shall begin to a party no sooner than 3 business days after he receives canceled certificates and written loading orders from the party or 1 business day after the constructive placement of the water conveyance, whichever is later.

(1) All loading orders and shipping instructions received by 2:00 p.m. on a given business day shall be considered dated that day. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day. To be "nominated" (TBN) barge identities are acceptable in loading orders. Load-out shall be in the order in

which barge equipment clean and ready to load is constructively placed at the appropriate fleeting service serving the designated delivery point. Load-out of transportation constructively placed on the same day shall be in the order in which loading orders and shipping instructions were received. Notification of loading orders and shipping instructions must be in writing to the shipper.

(2) When loading orders and shipping instructions are received by 2:00 p.m. on any given business day, the shipper will advise the owner by 10:00 a.m. the following business day of the scheduled loading dates. Scheduled loading dates are estimated based on constructively placed equipment and current loading orders. These dates are subject to change if conditions covered in Regulation 1081.01(12)(G)(5) preclude the shipper from meeting his minimum daily barge load-out rate or if barges for subsequent loading orders are constructively placed. Notification will be by telephone, mail, or fax to the owner. Shipper is required to provide scheduled loading dates at owner's request.

(3) Official grades as loaded into the water conveyance shall govern for delivery purposes.

(4) Official weights as loaded into the barge shall govern for delivery purposes when available. When official weights are available at the shipping station, the shipping certificates are considered a minimum/maximum quantity with overfills/underfills settled by mutual agreement. When official weights as loaded into the barge are not available, it is the responsibility of the taker to obtain official weights at the destination. Any other governing weights and methods of obtaining weights and any such other information on the weighing process must be mutually accepted by the maker and taker of delivery before the barge is loaded. When the official weight becomes known for a barge, overfills and underfills will be settled on the market value, expressed as a basis, for grain FOB barge at the barge loading station on the day that the grain is loaded. Before the barge is loaded, the taker and maker of delivery will agree on a basis over or under the nearby futures that overfills and underfills will be settled on. On the day that the weight tolerance becomes known to both parties, the flat price settlement will be established by applying the basis to the nearby futures month settlement price on the day of unloading or the day of loading if origin weights are used. If the day of unloading is the last trading day in the nearby futures month, the next following futures month will be used for settlement. If the day of unload is not a business day, the next following business day will be used to establish the flat price. In order to convert the agreed upon basis on the day that the grain was loaded to a basis relative to the current nearby futures month, the futures spread on the day of loading will be used, provided that, the nearby futures did not close outside of the price limits set for all other futures months. In this case, the spread on the first following business day that the nearby futures closed within the price limits applicable for all other futures months would be used.

(5) The shipper shall not be required to meet his minimum daily barge load-out rate when transportation has not been actually placed at the shipping station, transportation equipment is not clean and load ready, inspection services are not available, or inclement weather, including severe ice conditions, prevents loading. However, the exceptions to load-out requirements shall not include corn or soybeans that have not made grade. If precluded from loading when equipment is available, the shipper shall notify the owner by 10:00 a.m. the following business day. Notification shall be by telephone, e-mail or fax to the owner.

(6) For Illinois Waterway barge loading at Burns Harbor, Regulation 1081.01(13)(A.)(a) pertaining to the protection of the Chicago barge rate and inclement weather will apply.

(7) Any expense for making the grain available for loading on the Illinois Waterway will be borne by the party making delivery, provided that the taker of delivery constructively places barge equipment clean and ready to load within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway. If the taker's barges are not constructively placed within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway, the taker shall pay the shipper an amount not to exceed 30/100 of one cent per bushel per day multiplied by the number of calendar days from the fifth business day following the scheduled loading date to the date that the barge is constructively placed, including both dates, but excluding business days the shipper meets his minimum daily barge load-out rate. Requests to cancel loading instructions and re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

(8) The shipper shall load water conveyance at the shipping station designated in the Shipping Certificate. If it becomes impossible to load at the designated shipping station for three (3) consecutive business days because of an Act of God, fire, flood, wind, explosion, war, embargo, civil commotion, sabotage, law, act of government, labor difficulties or other conditions of force majeure, the shipper will arrange for water conveyance to be

loaded at another regular shipping station in conformance with the Shipping Certificate and will compensate the owner for any transportation loss resulting from the change in the location of the shipping station. If the aforementioned condition of impossibility prevails at a majority of regular shipping stations, then shipment may be delayed for

the number of days that such impossibility prevails at a majority of regular shipping stations. If conditions covered in this regulation make it impossible to load at the designated shipping station, the shipper shall notify the Registrar's Office in writing of such condition within 24 hours of when the condition of impossibility began.

(9) See Regulation C1081.01(12)G(9)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts.

See Regulation S1081.01(12)G(9)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(10) In the event less than eleven shipping certificates of a like grade/quality are outstanding at a shipping station the owner of all such outstanding shipping certificates may cancel the shipping certificates and obligate the shipper to provide a market value at which the shipper will either buy back all the canceled shipping certificates or sell the balance of Corn or Soybeans of a like grade/quality to complete a barge loading of at least 55,000 bushels, the choice being at the discretion of the taker of delivery.

(13) Location.

A. Corn. See Regulation C1081.01(13)-Location for Corn futures contracts.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by warehouse receipts or shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Switching District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for barge loadings for a period of five or more calendar days, the party making delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved from the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which the barge cannot be moved.

(b) When grain represented by warehouse receipts or shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or

shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the warehouse receipts or shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse in Burns Harbor upon the surrender of warehouse receipts or shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

See Regulation C1081.01(13)-Location for Corn futures contracts.

B. Oats. For the delivery of oats, regular warehouses may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District (subject to the provisions of paragraph A above) or within the Minneapolis, Minnesota or St. Paul, Minnesota Switching Districts.

Delivery in the Minneapolis or St. Paul Switching District must be made "in store" in regular elevators providing barge-loading facilities and maintaining water depth equal to the average draft of the current barge loadings in the Minneapolis and St. Paul barge-loading districts.

However, deliveries of oats may be made in interior off-water elevators within the Minneapolis or St. Paul Switching District, PROVIDED that the party making delivery makes the oats available upon call within seven calendar days to load into a barge at one river location in the Minneapolis or St. Paul barge-loading district. The party making delivery must declare, within one business day after receiving warehouse receipts and loading orders, the river location at which the oats will be made available. Any additional expense incurred to move delivery oats from an off-water elevator into barges shall be borne by the party making delivery; PROVIDED that the party taking delivery presents barge equipment clean and ready to load within fifteen calendar days from the time warehouse receipts and loading orders are tendered to the delivering party.

Official weights and official grades as loaded into the barge shall govern for delivery

purposes.

C. Wheat. For the delivery of wheat, regular warehouses may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District (subject to the provisions of Paragraph A above), within the Toledo, Ohio Switching District, or with respect to only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat, within the St. Louis-East St. Louis or Alton Switching Districts.

Delivery in Toldeo must be made "in store" in regular elevators providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

However, deliveries of wheat may be made in off-water elevators within the Toledo, Ohio Switching District PROVIDED that the party making delivery makes the grain available upon call within five calendar days to load into water equipment at one water location within the Toledo, Ohio Switching District. The party making delivery must declare within one business day after receiving warehouse receipts and loading orders the water location at which wheat will be made available.

Any additional expense incurred to move delivery grain from an off-water elevator into water facilities shall be borne by the party making delivery; PROVIDED that the party taking delivery presents water equipment clean and ready to load within fifteen calendar days from the time the grain has been made available.

Official weights and official grades as loaded into the water equipment shall govern for delivery purposes.

Delivery in the St. Louis-East St. Louis or Alton Switching Districts must be "in store" in regular elevators providing barge loading facilities and maintaining water depth equal to the average draft of the current barge loadings in the St. Louis-East St. Louis and Alton barge loading districts.

D. Soybeans. See Regulation S1081.01(13)-Location for Soybean futures contracts.

(14) Billing

A. Wheat, Corn, Soybeans and Oats (Chicago delivery). The Chicago warehouseman is not required to furnish transit billing on grain represented by warehouse receipt deliveries in Chicago, Illinois. Delivery shall be flat.

B. Oats (Minneapolis, St. Paul delivery).

(1) When oats represented by warehouse receipts delivered in Minneapolis or St. Paul are ordered out for shipment by rail, it shall be the obligation of seller to furnish, no later than when cars are placed or constructively placed at the elevator, to the party taking delivery, inbound Freight Bills (rail tonnage or order equivalent truck or barge tonnage) protecting the applicable proportional rate applicable to Chicago from the warehouse in which the grain is located. The Freight Bills shall be for the kind and quantity of the commodity designated by the warehouse receipt and must permit such commodity to be shipped at the minimum proportional rate applicable to Chicago effective as of the date of shipment from point of origin shown by the Freight Bill.

(a) Delivery at Minneapolis. When delivery is made at an elevator within the Minneapolis Switching District, such Freight Bills must permit one further free transit stop at interior transit points or be accompanied by a check to cover one such transit stop.

(b) Delivery at St. Paul. When delivery is made at an elevator within the St. Paul Switching District, such Freight Bills must permit one further free transit stop at interior transit points, or be accompanied by a check to cover such transit stop, and in addition must also permit movement to industries within the switching limits of Minneapolis at no greater cost than the maximum switching charges between industries located with the switching limits of Minneapolis.

(2) In lieu of the Freight Bills or order equivalent tonnage specified above, seller may furnish to the party taking delivery "short-rate" Freight Bills or make compensation as specified in Section (b).

(a) "Short-rate" Freight Bills (which otherwise conform to the requirements of this Regulation). "Short-rate" Freight Bills shall be accompanied by a certified check, or other acceptable payment, in an amount equal to the difference between the freight charges which would be incurred in shipping the quantity of the commodity from Minneapolis to Chicago (based on the proportional rate applicable in connection with such "short-rate" Freight Bills) and the freight charges for such shipment based on the minimum proportional tariff rate applicable in connection with Freight Bills other than "short-rate" Freight Bills showing shipment from points of origin as of the same date as the "short-rate" Freight Bills furnished.

(b) Compensation in Lieu of Freight Bills or order equivalent tonnage. A certified check or other acceptable payment may be substituted for Freight Bills provided it is in an amount equal to the difference between the freight charges which would be incurred in shipping the commodity from Minneapolis to Chicago based on the flat tariff rate effective as of the date of loading for rail shipment and the charges for such shipment based on the minimum proportional tariff rate effective as of the same date.

(3) Due Bills issued by the Western Weighing and Inspection Bureau may be used when necessary in lieu of Freight Bills that conform to the provisions of this Regulation. Such Due Bills may be surrendered by the seller to the party loading out delivery grain by rail when such Freight Bills are not yet available because of the unloading of the commodity into an elevator during the last few days of the delivery month or on the delivery of "Track" grain. Such Due Bills shall specify the date, origin and rate of the Freight Bills in lieu of which they are issued and shall be completely filled out except for the signature.

(4) The term Freight Bills as used in this Regulation means the recorded inbound paid Freight Bills, authorized duplicates thereof, or tonnage credit slips, conforming to the rules and regulations of Western Trunk Line Tariff No. 331-Z, Fred Ofcky, Agent, ICC No. A-4774, amendments thereto or reissues thereof.

C. Wheat (Toledo and St. Louis delivery). The warehouseman is not required to furnish transit billing on wheat represented by warehouse receipts delivery in Toledo, Ohio, St. Louis, Missouri, East St. Louis, Illinois, or Alton, Illinois. Delivery shall be flat.

D. Corn See Regulation C1081.01(14)-Billing for Corn futures contracts.

E. Soybeans See Regulation S1081.01(14)-Billing for Soybean futures contracts.

F. Wheat, Corn, Soybeans and Oats (Burns Harbor Delivery). When grain represented by warehouse receipts delivered in Burns Harbor is ordered out for shipment by rail, it will be the obligation of the party making delivery to protect the Chicago rail rate, if lower, which would apply to the owner's destination had a like kind and quantity of grain designated on warehouse receipts been loaded out and shipped from a regular warehouse located in the Chicago Switching District. If grain is loaded out and shipped to an industry in the Chicago Switching District, the party making delivery will protect the minimum, crosstown switch charge in the Chicago Switching District.

When rail loading orders are submitted, the party taking delivery shall state in writing if he elects to receive the applicable rail rates from Burns Harbor or Chicago. If the party taking delivery specifies Burns Harbor, the party making delivery will load rail cars at the Burns Harbor warehouse and will not be required to protect the Chicago rates.

If the party taking delivery specifies Chicago rates, the party making delivery will declare on the day that the grain is ordered out for shipment by rail, the warehouse at which the grain will be made available, which is operated by the party making delivery and is located either in the Burns Harbor or the Chicago Switching Districts. If the declared warehouse is located in the Chicago Switching District, the party making delivery will provide only that billing specified in Regulation 1081.01(14)A.

However, if the declared warehouse is located in Burns Harbor and the rail rate from Chicago or the minimum Chicago crosstown switch charge requires protection, the party making delivery will compensate the party taking delivery. The compensation shall be in an amount equivalent to the difference of the freight charges from Burns Harbor and the freight charges which would be applicable had the grain been loaded at and shipped from a warehouse located in the Chicago Switching District to the owner's destination.

(15) Persons operating regular warehouses or shipping stations shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a warehouse's or shipper's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

(16) Persons operating regular warehouses or shipping stations shall consent to the disciplinary

jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the warehouse or shipping station was regular.

(17) The Exchange may determine not to approve warehouses or shipping stations for regularity or increases in regular capacity of existing regular warehouses or shipping stations, in its sole discretion, regardless of whether such warehouses or shipping stations meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts or shipping certificates issued by such warehouses or shipping stations, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of futures contracts or impair the efficacy of futures trading in the relevant market, or whether the currently approved regular capacity provides for an adequate deliverable supply. (08/01/04)

1081.01A Inspection - Chicago Elevators - Any Grain Warehouses in Chicago, regular for the delivery of grain under the Rules and Regulations of the Association, shall require inbound and outbound inspections as mandated by the U.S. Grain Standards Act and/or the U.S. Warehouse Act.

Nothing herein shall negate the rights of persons shipping grain into or out of such Warehouses to request and obtain on such grain official sample lot inspections as defined in the U.S. Grain Standards Act, and such inspections or any appeal therefrom, shall be the settlement grade.

When grain is delivered in satisfaction of warehouse or shipping certificate, receipts, the holder of the warehouse receipts or shipping certificates shall be entitled to an official sample lot inspection as defined in the U.S. Grain Standards Act unless otherwise agreed. 3R (03/01/00)

1081.01B Billing When Grain is Loaded Out - The Board makes the following interpretations:

1. Is it then the obligation of the operator of the elevator to have such billing on hand backing all deliveries -or only (as the Regulation seems to state) when such grain is loaded out?

   The Regulations are explicit in stating that billing need be available when such grain is loaded out. The warehouseman makes the decision and takes the risk at the time of delivery and any time until the grain is ordered loaded if he does not have billing.

2. What is meant by equities?

   Equities are defined in the Regulation and do not include values occasioned by changes in freight rates as they would apply to the outboard movement. 43R (09/01/94)

1081.01C Car of Specified Capacity - Where a seller of an 80,000 Ib. capacity car shows conclusively that an 80,000 Ib. capacity car was ordered, and the railroad for its own convenience provided a 100,000 Ib. capacity car, the basis for settlement should be the same as though an 80,000 Ib. capacity car had been supplied. 14R (09/01/94)

1082.00 Insurance - Grain covered by warehouse receipts tendered for delivery must be insured against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Board of Directors. It shall be the duty of the operators of all regular warehouses to furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected. 292 (08/01/96)

1082.00A Insurance - The warehouseman shall insure grain and soybeans covered by warehouse receipts tendered for delivery against the contingencies provided for in the standard "All Risks" policy (including earthquakes). (09/01/94)

1083.00 Variation Allowed - Deliveries of grain in store may vary not more than one percent from the quantity contracted for: provided, however, that no lot in any one warehouse shall contain less than 5,000 bushels of any one grade. 291 (09/01/94)

1083.01 Excess or Deficiency in Quantity - In the load-out of grain from an elevator or warehouse, the quantity of gross grain covered by the warehouse receipt shall be loaded out, and any excess or deficiency between the quantity of net grain loaded out and the quantity of net grain covered by the warehouse receipt shall be paid for to or by (as the case may be) the elevator or warehouse proprietor or manager at the average market price on the day of load-out: the buyer to pay storage on the net weight covered by the warehouse receipt. In the event that in the final out-turn there is a shortage in the gross quantity called for in the receipt, the net quantity of grain required by the receipt shall be the factor in settlement, and any variation therefrom in the net amount of grain loaded out against the receipt shall be paid for by the elevator or warehouse proprietor or manager to the owner of the receipt at the average market price on the day of load-out. In the load-out of grain the gross quantity of grain, which includes dockage shall not exceed the net quantity by more than one percent.

1640 (09/01/94)

1084.01 Revocation, Expiration or Withdrawal of Regularity - Any regular warehouse or shipper may be declared by the Business Conduct Committee, or pursuant to Regulation 540.10, the Hearing Committee to be irregular at any time if it does not comply with the conditions above set forth. If the designation of a warehouse or shipper as regular shall be revoked, a notice shall be posted on the bulletin board announcing such revocation and also the period of time, if any, during which the receipts or certificates issued by such house or shipper shall thereafter be deliverable in satisfaction of futures contracts under the Rules and Regulations.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment of the properties where regularity is not reissued, holders of outstanding warehouse or shipping certificates receipts shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding warehouse receipt or shipping certificate chooses not to take load-out during this period, the facility must provide him with another warehouse receipt or shipping certificate at another, mutually acceptable regular warehouse or shipping station, with adjustments for differences in

contract differentials. Alternatively, if such warehouse receipt or shipping certificate is unavailable, the facility must provide the holder with an equivalent quantity and quality of the grain designated in the warehouse receipt or shipping certificate at a mutually acceptable location. 1621 (03/01/00)

1085.01 Application for Declaration of Regularity - All applications by operators of warehouses for a declaration of regularity under Regulation 1081.01 shall be on the following form:

WAREHOUSEMAN'S APPLICATION FOR A DECLARATION OF REGULARITY FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY

OF_____

(List Wheat, Oats or both)

_____
Date

BOARD OF TRADE OF THE CITY OF CHICAGO, INC
Chicago, Illinois

_____(hereinafter called the "Warehouseman") owner/lessee*
(Warehouseman Name) (Circle one)
of a warehouse located at_____ hereby
(Address, City, State, Zip)
submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Warehouse Receipts for delivery of _____ upon contracts
(List Wheat, Oats, or both)
for future delivery for a period beginning on July 1, 20__ and ending Midnight June 30, 20__.

The Warehouseman has a storage capacity of_____ bushels of grain. If multiple warehouses exist at the location listed above, please indicate the name of the elevator.

Name of Elevator:_____.

*Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other applicable conditions specified in Regulation 1081.01, or any other relevant Rules and Regulations are not observed:

1. The Warehouseman must:

(1) submit bonds or letters of credit to the Exchange as it may require.

(2) submit to the Exchange a tariff listing in detail the rates for the handling and storage of grain; submit promptly to the Exchange all changes in such tariff; and publish and display such tariff.

The maximum storage rates on Wheat and Oats shall not exceed the storage rates defined in Regulation 1056.01. The maximum load-out charge shall not exceed the load-out charge defined in Regulation 1081.01(11).

(3) remove no CBOT registered Wheat and/or Oats from the warehouse unless the warehouse receipts have been previously cancelled by the Registrar's Office.

(4) notify the Exchange immediately of any change in its capital ownership, or of any reduction in net worth of 20 percent or more from the level

reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the warehouse.

(5) make such reports, keep such records, and permit such warehouse visitation as the Exchange of the Commodity Futures Trading Commission (CFTC) may require; and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

(6) insure against the contingencies provided for in a standard "All Risks" policy (including earthquake), in such amounts as required by the Exchange.

(7) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/, every even year.

(8) if the Warehouse leases the warehouse or has entered into some form of service agreement pursuant to which an agent or contractor performs the daily operations of the warehouse, Warehouseman remains responsible for compliance with all duties and conditions of regularity and shall be responsible for the conduct of its agents or contractors.

2. The Warehouse must be:

(1) subject to the prescribed examination and approval of the Exchange.

(2) Equipped with standard equipment and appliances for the convenient and expeditious handling of grains in bulk.

3. The Warehouse and Warehouseman must conform to the requirements of the Exchange as to location, accessibility and suitability as may be prescribed by the Rules and Regulations of the Exchange.

AGREEMENTS OF WAREHOUSEMAN

The Warehouseman expressly agrees:

(1) that all grain tendered in satisfaction of futures contracts shall be weighted by an Official Weigher. An Official Weigher shall be a person or agency approved by the Exchange.

(2) that all warehouse receipts to be tendered in satisfaction of futures contracts will be registered with the Registrar of the Exchange.

(3) to abide by all of the Rules and Regulations of the Exchange relating to the warehousing of commodities deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1081.01, as applicable.

(4) to designate a clearing agent in Chicago authorized to act upon the Warehouseman's behalf in matters pertaining to Warehouse Receipts.

(5) that the Exchange may revoke the Warehouseman's declaration of regularity, if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6, and to abide by and comply with the terms of any disciplinary decision imposed upon the Warehouseman or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(8) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Warehouseman was regular.

Please be advised that, pursuant to Regulation 1081.01 (17), the Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the conditions of regularity specified in Regulation 1081.01. Some factors the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of the Wheat or Oats futures contracts or impair the efficacy of futures trading in Wheat or Oats, or whether the currently approved regular capacity provides for an adequate deliverable supply.

_____
(Name)

_____
(Title)

_____
(Date)

(03/01/04)

1086.01 Federal Warehouses - In compliance with Section 5a, subparagraph (7) of Commodity Exchange Act, receipts for grain stored in elevators (listed as Federally licensed in Appendices 10A, 10B, 10C, 10D and 10E) licensed under the United States Warehouse Act of August 11, 1916, as amended will be deliverable in satisfaction of futures contracts. 1829 (09/01/94)

Chapter 10C
Corn Futures

Chapter 10C
Corn Futures

Ch10C Trading Conditions

C1001.01 Application of Regulations - Transactions in Corn futures shall be subject to the General Rules of the Association as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in Corn. (08/01/98)

C1004.01 Unit of Trading - (see 1004.00) (08/01/98)

C1005.01 Months Traded in - (see 1005.01A) (08/01/98)

C1006.01 Price Basis - (see 1006.00 and 1006.01) (08/01/98)

C1007.01 Hours of Trading - (see 1007.00 and 1007.02) (08/01/98)

C1008.01 Trading Limits - (see 1008.01 and 1008.02) (08/01/98)

C1009.01 Last Day of Trading - (see 1009.02) (08/01/98)

C1010.01 Margin Requirements - (see 431.03) (08/01/98)

C1012.01 Position Limits and Reportable Positions - (see 425.01) (08/01/98)

Ch10C Delivery Procedures

C1036.00 Grade Differentials - (see 1036.00) (08/01/98)

C1036.01 Location Differentials - Corn for shipment from regular shipping stations located within the Chicago Switching District or the Burns Harbor, Indiana Switching District may be delivered in satisfaction of Corn futures contracts at contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Lockport-Seneca Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Ottawa-Chillicothe Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 2 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Peoria-Pekin Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 3 cents per bushel over contract price, subject to the differentials for class and grade outlined above. (08/01/98)

C1038.01 Grades- (see 1038.00 and 1038.01) (08/01/98)

C1041.01 Delivery Points - Corn Shipping Certificates shall specify shipment from one of the warehouses or shipping stations currently regular for delivery and located in one of the following territories:

A. Chicago and Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Chicago Switching District will be that area geographically defined by Tariff ICC WTL 8020-Series and that portion of the Illinois Waterway at or above river mile 304 which includes the Calumet Sag Channel and the Chicago Sanitary & Ship Canal. When used in these Rules and Regulations, Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission.

B. Lockport-Seneca Shipping District - When used in these Rules and Regulations, the Lockport-Seneca Shipping District will be that portion of the Illinois Waterway below river mile 304 at the junction of the Calumet Sag Channel and the Chicago Sanitary & Ship Canal and above river mile 244.6 at the Marseilles Lock and Dam.

C. Ottawa-Chillicothe Shipping District - When used in these Rules and Regulations, the Ottawa-Chillicothe Shipping District will be that portion of the Illinois Waterway below river mile 244.6 at the Marseilles Lock and Dam and at or above river mile 170 between Chillicothe and Peoria, IL.

D. Peoria-Pekin Shipping District - When used in these Rules and Regulations, the Peoria-Pekin Shipping District will be that portion of the Illinois Waterway below river mile 170 between Chillicothe and Peoria, IL and at or above river mile 151 at Pekin, IL. (11/01/01)

C1043.01 Deliveries by Corn Shipping Certificate - (see 1043.01) (08/01/98)

C1043.02 Registration of Corn Shipping Certificates - (see 1043.02) (08/01/98)

proper designation, indicating shipping station.

BOARD OF TRADE OF THE CITY OF CHICAGO
CORN SHIPPING CERTIFICATE FOR DELIVERY IN SATISFACTION OF CONTRACT FOR 5,000 BUSHELS OF CORN

The certificate not valid unless registered by the Registrar of the Board of Trade of the City of Chicago.

_____Corn
(grade)
Shipping Station
of_____

_____
Located at
_____

Registered total daily rate of loading of _____ bushels.

Total rate of loading per day shall be in accordance with Regulation 1081.01 (12). A premium charge of $ _____ cents per bushel per calendar day for each day is to be assessed starting the day after registration by the Registrar of this Certificate through the business day loading is complete.
For value received and receipt of this document properly endorsed and lien for payment of premium charges the undersigned shipper, regular for delivery under the Rules and Regulations of the Board of Trade of the City of Chicago, hereby agrees to deliver 5,000 bushels of Corn in bulk conforming the standards of the Board of Trade of the City of Chicago and ship said Corn in accordance with orders of the lawful owner of this document and in accordance with Rules and Regulations of the Board of Trade of the City of Chicago. Delivery shall be by water or rail conveyance according to the registered loading capability of the shipper.

Signed at _____ this _____
day of _____, 20 _____
-- Chicago, IL or Burns Harbor, IN Switching District
-- Lockport-Seneca Shipping District
-- Ottawa-Chillicothe Shipping District
-- Peoria-Pekin Shipping District

By _____
Authorized Signature of Issuer
Registration date _____
Registration's Number _____

Registrar for Corn
Board of Trade of the City of Chicago
Registration canceled for purpose of shipment of Corn by owner of certificate or by issuer of certificate for purpose of withdrawal of certificate.

Cancellation Date

_____

(Registrar)

All premium charges have been paid on Corn covered by this certificate from date of registration, not counting date of registration but counting date of payment.

Date _____ by _____
Date _____ by _____
Date _____ by _____
Date _____ by _____

Delivery of this Corn Shipping Certificate to issuer is conditioned upon loading of Corn in accordance with Rules and Regulations of the Board of Trade of the City of Chicago and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and premium charges due which I (we) agree to honor upon presentation.

_____

Owner of this Corn Shipping
Certificate or his duly authorized agent
Date _____, 20_____ (03/01/00)

C1046.01 Location for Buying or Selling Delivery - (see 1046.00A) (08/01/98) Instruments

C1047.01 Delivery Notices - (see 1047.01) (08//01/98)

C1048.01 Method of Delivery - (see 1048.01) (08/01/98)

C1049.01 Time of Delivery, Payment, Form of Delivery - (see 1049.00) (08/01/98) Notice

C1049.02 Time of Issuance of Delivery Notice - (see 1049.01) (08/01/98)

C1049.03 Buyer's Report of Eligibility to Receive Delivery' - (see 1049.02) (08/01/98)

C1049.04 Seller's Invoice to Buyers' - (see 1049.03) (08/01/98)

C1049.05 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firms settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

C1050.01 Duties of Members - (see 1050.00) (08/01/98)

C1050.02 Failure to Deliver - (see 1050.01) (12/01/03)

C1051.01 Office Deliveries Prohibited - (see 1051.01)

C1054.01 Failure to Accept Delivery - (see 1054.00, 1054.00A and 1054.01) (12/01/03)

C1056.01 Payment of Premium Charges - (see 1056.01) (11/01/01)

1006C

C1081.01 Regularity of Warehouses and Issuers of Shipping Certificates -Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1, 1994, and every even year thereafter, for a two-year term beginning July 1, 1994, and every even year thereafter, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted on the floor or the exchange, or the day after the application is approved by the Exchange, whichever is later. Applications for a renewal of regularity shall be made prior to May 1, 1994, and every even year thereafter, for the respective years beginning July 1, 1994, and every even year thereafter, and shall be on the same form.

The following shall constitute the requirements and conditions for regularity:

(1) The warehouse or shipping station making application shall be inspected by the Registrar or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

The operator of a shipping station issuing Corn Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not to exceed:

(a) 20 times his registered total daily rate of loading barges, or in the case of Chicago, Illinois and Burns Harbor, Indiana Switching Districts, his registered storage capacity,

(b) and a value greater than 50 percent of the operator's net worth.

The shipper issuing Corn Shipping Certificates shall register his total daily rate of loading barges at his maximum 8 hour loadout capacity in amount not less than:

(a) one barge per day at each shipping station within the Lockport-Seneca Shipping District, within the Ottawa-Chillicothe Shipping District, within the Peoria-Pekin Shipping District, within the Havana-Grafton Shipping District, and within the St. Louis-East St. Louis and Alton Switching Districts, and

(b) three barges per day at each shipping station in the Chicago, Illinois and Burns Harbor, Indiana Switching District.

(2) Shippers located in the Chicago, Illinois and Burns Harbor, Indiana Switching District shall be connected by railroad tracks with one or more railway lines.

C1081.01(3) through C1081.01(12)G(8) - (see 1081.01(3) through 1081.01(12)G(8))

C1081.01(12)G(9) In the event that it has been announced, by the U.S. Coast Guard, after consulting with the Army Corps of Engineers and the River Industry Action Committee, that river traffic will be obstructed for a period of fifteen days or longer as a result of one of the conditions of impossibility listed in regulation 1081.01(12)(G)(8) and in the event that the obstruction will affect a majority of regular shipping stations, then the following barge load-out procedures for Corn shall apply to shipping stations upriver from the obstruction:

(a) The maker and taker of delivery may negotiate mutually agreeable terms of performance.

(b) If the maker and/or the taker elect not to negotiate mutually agreeable terms of performance, then the maker is obligated to provide the same quantity and like quality of grain pursuant to the terms of the shipping certificate(s) with the following exceptions and additional requirements:

(i) The maker must provide loaded barge(s) to the taker on the Illinois River between the lowest closed lock and St. Louis, inclusive, or on the Mid-Mississippi River between Lock 11 at Dubuque, Iowa and St. Louis, inclusive.

(ii) The loaded barge(s) provided to the taker must have a value equivalent to C.I.F. NOLA, with the maker of delivery responsible for the equivalent cost, insurance and freight.

(iii) The taker of delivery shall pay the maker 18 cents per bushel for Chicago and Burns Harbor Switching District shipping certificates, 16 cents per bushel for Lockport-Seneca District shipping certificates, 15 1/2 cents per bushel for Ottawa-Chillicothe District shipping certificates, and 15 cents per bushel for Peoria-Pekin District shipping certificates, as a reimbursement for the cost of barge freight.

(c) In the event that the obstruction or condition of impossibility listed in regulation 1081.01(12)(G)(8) will affect a majority of regular shipping stations, but no announcement of the anticipated period of obstruction is made, then shipment may be delayed for the number of days that such impossibility prevails.

C1081.01(13) Location - For the delivery of Corn, regular warehouses or shipping stations may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District or within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Switching District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for barge loadings for a period of five or more calendar days, the party making delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved from the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which the barge cannot be moved.

(b) When grain represented by shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse or shipping station in Burns Harbor upon the surrender of shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

Delivery within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Illinois River maintained by the Corps of Engineers.

C1081.01(14) Billing - (see 1081.01(14)A and 1081.01(14)F)

C1081.01(15) through C1081.01(17) - (see 1081.01(15) through 1081.01(17)) (01/01/04)

C1081.01A Inspection - (see 1081.01A) (08/01/98)

C1081.01B Billing When Grain is Loaded Out - (see 1081.01B) (08/01/98)

C1081.01C Car of Specified Capacity - (see 1081.01C) (08/01/98)

C1082.01 Insurance - (see 1082.00) (08/01/98)

C1083.01 Variation Allowed - (see 1083.00) (08/01/98)

C1083.02 Excess or Deficiency in Quantity - (see 1083.01) (08/01/98)

C1084.01 Revocation, Expiration or Withdrawal of Regularity - (see 1084.01) (08/01/98)

C1085.01 Application for Declaration of Regularity - (see 1085.01) (08/01/98)

C1086.01 Federal Warehouses - (see 1086.01) (08/01/98)

Chapter 10S
Soybean Futures

Chapter 10S
Soybean Futures

Ch10S Trading Conditions

S1001.01 Application of Regulations - Transactions in Soybean futures shall be subject to the General Rules of the Association as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in Soybeans.

S1004.01 Unit of Trading -(see 1004.00) (08/01/98)

S1005.01 Months Traded in - (see 1005.01A) (08/01/98)

S1006.01 Price Basis - (see 1006.00 and 1006.01) (08/01/98)

S1007.01 Hours of Trading - (see 1007.00 and 1007.02) (08/01/98)

S1008.01 Trading Limits - (see 1008.01 and 1008.02) (08/01/98)

S1009.01 Last Day of Trading - (see 1009.02) (08/01/98)

S1010.01 Margin Requirements - (see 431.03) (08/01/98)

S1012.01 Position Limits and Reportable Positions - (see 425.01) (08/01/98)

S1036.00 Grade Differentials - (see 1036.00) (08/01/98)

S1036.01 Location Differentials - Soybeans for shipment from regular shipping stations located within the Chicago Switching District or the Burns Harbor, Indiana Switching District may be delivered in satisfaction of Soybean futures contracts at contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Lockport-Seneca Shipping District may be delivered in satisfaction of soybean futures contracts at a premium of 2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Ottawa-Chillicothe Shipping District may be delivered in satisfaction of Soybean futures contracts at a premium of 2 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Peoria-Pekin Shipping District may be delivered in satisfaction of Soybean futures contracts at a premium of 3 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Havana-Grafton Shipping District may be delivered in satisfaction of soybean futures contracts at a premium of 3 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located in the St. Louis-East St. Louis and Alton Switching Districts may be delivered in satisfaction of Soybean futures contracts at a premium of 6 cents per bushel over contract price, subject to the differentials for class and grade outlined above. (08/01/98)

S1038.01 Grades - (see 1038.00 and 1038.01) (08/01/98)

S1041.01 Delivery Points - Soybean Shipping Certificates shall specify shipment from one of the warehouses or shipping stations currently regular for delivery and located in one of the following territories:

A. Chicago and Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Chicago Switching District will be that area geographically defined by Tariff ICC WTL 8020-Series and that portion of the Illinois Waterway at or above river mile 304 which includes the Calumet Sag Channel and the Chicago Sanitary & Ship Canal. When used in these Rules and Regulations, Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission.

B. Lockport-Seneca Shipping District - When used in these Rules and Regulations, the Lockport-Seneca Shipping District will be that portion of the Illinois Waterway below river mile 304 at the junction of the Calumet Sag Channel and the Chicago Sanitary & Ship Canal and above river mile 244.6 at the Marseilles Lock and Dam.

C. Ottawa-Chillicothe Shipping District - When used in these Rules and Regulations, the Ottawa-Chillicothe Shipping District will be that portion of the Illinois Waterway below river mile 244.6 at the Marseilles Lock and Dam and at or above river mile 170 between Chillicothe and Peoria, IL.

D. Peoria-Pekin Shipping District - When used in these Rules and Regulations, the Peoria-Pekin Shipping District will be that portion of the Illinois Waterway below river mile 170 between Chillicothe and Peoria, IL and at or above river mile 151 at Pekin, IL.

E. Havana-Grafton Shipping District - When used in these Rules and Regulations, the Havana-Grafton Shipping District will be that portion of the Illinois Waterway below river mile 151 at Pekin, IL to river mile 0 at Grafton, IL.

F. St. Louis-East St. Louis and Alton Switching Districts - When used in these Rules and Regulations, St. Louis-East St. Louis and Alton Switching Districts will be that portion of the upper Mississippi River below river mile 218 at Grafton, IL and above river mile 170 at Jefferson Barracks Bridge in south St. Louis, MO. (11/01/01)

S1043.01 Deliveries by Soybean Shipping Certificate - (see 1043.01) (08/01/98)

S1043.02 Registration of Soybean Shipping Certificates - (see 1043.02) (08/01/98)

S1044.01 Certificate Format - The following form of Soybean Shipping Certificate shall be used with proper designation, indicating shipping station.

S1046.01 Location for Buying or Selling Delivery Instruments - (see 1046.00A) (08/01/98)

S1047.01 Delivery Notices - (see 1047.01) (08//01/98)

S1048.01 Method of Delivery - (see 1048.01) (08/01/98)

S1049.01 Time of Delivery, Payment, Form of Delivery Notice - (see 1049.00) (08/01/98)

S1049.02 Time of Issuance of Delivery Notice - (see 1049.01) (08/01/98)

S1049.03 Buyer's Report of Eligibility to Receive Delivery - (see 1049.02) (08/01/98)

S1049.04 Seller's Invoice to Buyers - (see 1049.03) (08/01/98)

S1049.05 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firms settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

S1050.01 Duties of Members - (see 1050.00) (08/01/98)

S1050.02 Failure to Deliver - (see 1050.01) (12/01/03)

S1051.01 Office Deliveries Prohibited - (see 1051.01)

S1054.01 Failure to Accept Delivery - (see 1054.00, 1054.00A and 1054.01) (12/01/03)

S1056.01 Payment of Premium Charges - (see 1056.01) (11/01/01)

1005S

Ch10S Regularity of Issuers of Shipping

S1081.01 Regularity of Warehouses and Issuers of Shipping Certificates - Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1, 1994, and every even year thereafter, for a two-year term beginning July 1, 1994, and every even year thereafter, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted on the floor or the exchange, or the day after the application is approved by the Exchange, whichever is later. Applications for a renewal of regularity shall be made prior to May 1, 1994, and every even year thereafter, for the respective years beginning July 1, 1994, and every even year thereafter, and shall be on the same form.

The following shall constitute the requirements and conditions for regularity:

(1) The warehouse or shipping station making application shall be inspected by the Registrar or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

The operator of a shipping station issuing Soybean Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not to exceed:

(a) 20 times his registered total daily rate of loading barges, or in the case of Chicago, Illinois and Burns Harbor, Indiana Switching Districts, his registered storage capacity,

(b) and a value greater than 50 percent of the operator's net worth.

The shipper issuing Soybean Shipping Certificates shall register his total daily rate of loading barges at his maximum 8 hour loadout capacity in amount not less than:

(a) one barge per day at each shipping station within the Lockport-Seneca Shipping District, within the Ottawa-Chillicothe Shipping District, within the Peoria-Pekin Shipping District, within the Havana-Grafton Shipping District, and within the St. Louis-East St. Louis and Alton Switching Districts, and

(b) three barges per day at each shipping station in the Chicago, Illinois and Burns Harbor, Indiana Switching District.

(2) Shippers located in the Chicago, Illinois and Burns Harbor, Indiana Switching District shall be connected by railroad tracks with one or more railway lines.

S1081.01(3) through S1081.01(12)G(8) - (see 1081.01(3) through 1081.01(12)G(8))

S1081.01(12)G(9) In the event that it has been announced, by the U.S. Coast Guard, after consulting with the Army Corps of Engineers and the River Industry Action Committee, that river traffic will be obstructed for a period of fifteen days or longer as a result of one of the conditions of impossibility listed in regulation 1081.01(12)(G)(8) and in the event that the obstruction will affect a majority of regular shipping stations, then the following barge load-out procedures for soybeans shall apply to shipping stations upriver from the obstruction:

(a) The maker and taker of delivery may negotiate mutually agreeable terms of performance.

(b) If the maker and/or the taker elect not to negotiate mutually agreeable terms of performance, then the maker is obligated to provide the same quantity and like quality of grain pursuant to the terms of the shipping certificate(s) with the following exceptions and additional requirements:

(i) The maker must provide loaded barge(s) to the taker on the Illinois River between the lowest closed lock and St. Louis, inclusive, or on the Mid-Mississippi River between Lock 11 at Dubuque, Iowa and St. Louis, inclusive.

(ii) The loaded barge(s) provided to the taker must have a value equivalent to C.I.F. NOLA, with the maker of delivery responsible for the equivalent cost, insurance and freight.

(iii) The taker of delivery shall pay the maker 18 cents per bushel for Chicago and Burns Harbor Switching District shipping certificates, 16 cents per bushel for Lockport-Seneca District shipping certificates, 15 1/2 cents per bushel for Ottawa-Chillicothe District shipping certificates, 15 cents per bushel for Peoria-Pekin District shipping certificates, and 14 1/2 cents per bushel for Havana-Grafton District shipping certificates as a reimbursement for the cost of barge freight.

(c) In the event that the obstruction or condition of impossibility listed in regulation 1081.01(12)(G)(8) will affect a majority of regular shipping stations, but no announcement of the anticipated period of obstruction is made, then shipment may be delayed for the number of days that such impossibility prevails.

S1081.01(13) Location - For the delivery of Soybeans, regular warehouses or shipping stations may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District or within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District or in the St. Louis-East St. Louis and Alton Switching Districts.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Shipping District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for barge loadings for a period of five or more calendar days, the party making delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved from the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which the barge cannot be moved.

(b) When grain represented by shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse or shipping station in Burns Harbor upon the surrender of shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

Delivery within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Illinois River maintained by the Corps of Engineers.

Delivery in the St. Louis-East St. Louis and Alton Switching District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Mississippi River maintained by the Corps of Engineers.

S1081.01(14) Billing - (see 1081.01(14)A and 1081.01(14)F)

S1081.01(15) through S1081.01(17) - (see 1081.01(15) through 1081.01(17)) (01/01/04)

S1081.01A Inspection - (see 1081.01A) (08/01/98)

S1081.01B Billing When Grain is Loaded Out - (see 1081.01B) (08/01/98)

S1081.01C Car Specified Capacity - (see 1081.01C) (08/01/98)

S1082.01 Insurance - (see 1082.00) (08/01/98)

S1083.01 Variation Allowed - (see 1083.00) (08/01/98)

S1083.02 Excess or Deficiency in Quantity - (see 1083.01) (08/01/98)

S1084.01 Revocation, Expiration or Withdrawal of Regularity - (see 1084.01) (08/01/98)

S1085.01 Application for Declaration of Regularity - (see 1085.01) (08/01/98)

Chapter 10mC
CBOT(R) MINI-SIZED CORN FUTURES

Chapter 10mC
CBOT(R) MINI-SIZED CORN FUTURES

Ch10mC TRADING CONDITIONS

mC1001.01 Authority - Trading of CBOT mini-sized Corn futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mC1002.01 Application of Regulations - Futures transactions in CBOT mini-sized Corn futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Corn futures contracts. (04/01/03)

mC1003.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mC1004.01 Unit of Trading - On future delivery contracts calling for the delivery of corn, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mC1005.01 Months Traded In - (see C1005.01) (04/01/03)

mC1006.01 Price Basis - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mC1007.01 Hours of Trading - The hours of trading for future delivery in CBOT mini-sized Corn futures shall be determined by the Board. (04/01/03)

mC1008.01 Trading Limits - (see C1008.01) (04/01/03)

mC1009.01 Last Day of Trading - (see C1009.01) (04/01/03)

mC1010.01 Margin Requirements - (see C1010.01) (04/01/03)

mC1012.01 Position Limits and Reportable Positions - (see C1012.01) (04/01/03)

Ch10mC DELIVERY PROCEDURES

mC1035.01 Grade Differentials - (see C1036.00) (04/01/03)

mC1036.01 Location Differentials - (see C1036.01) (04/01/03)

mC1038.01 Grades - (see C1038.01) (04/01/03)

mC1041.01 Delivery Points - (see C1041.01) (04/01/03)

mC1043.01 Deliveries by Mini-sized Corn Certificates - Deliveries of CBOT mini-sized Corn shall be made by delivery of mini-sized Corn Certificates created by the Exchange from Corn Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Corn, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. In order to effect a valid delivery, each Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the shipper. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the Certificate, in accordance with Regulation C1056.01.

Mini-sized Corn Certificates may not be cancelled for load-out. Upon the return of five (5) mini-sized Corn Certificates to the Exchange, a registered Corn Shipping Certificate will be delivered by the Exchange to the holder of the five (5) mini-sized Corn Certificates, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. (12/01/03)

mC1047.01 Delivery Notices - (see C1047.01) (04/01/03)

mC1048.01 Method of Delivery - (see C1048.01) (04/01/03)

mC1049.01 Time of Delivery, Payment, Form of Delivery Notice - (see C1049.01) (04/01/03)

mC1049.02 Time of Issuance of Delivery Notice - (see C1049.02) (04/01/03)

mC1049.03 Buyer's Report of Eligibility to Receive Delivery - (see C1049.03) (04/01/03)

mC1049.04 Seller's Invoice to Buyers - (see C1049.04) (04/01/03)

mC1049.05 Payment - (see C1049.05) (04/01/03)

mC1050.01 Duties of Members - (see C1050.01) (04/01/03)

mC1050.02 Failure to Deliver - (see C1050.02) (12/01/03)

mC1051.01 Office Deliveries Prohibited - (see C1051.01) (04/01/03)

mC1054.01 Failure to Accept Delivery - (see C1054.01) (04/01/03)

mC1056.01 Payment of Premium Charges - (See C1056.01) (04/01/03)

Chapter 10mS
CBOT(R) MINI-SIZED SOYBEAN FUTURES

Chapter 10mS
CBOT(R) MINI-SIZED SOYBEAN FUTURES

Ch10mS TRADING CONDITIONS

mS1001.01 AUTHORITY - Trading of CBOT mini-sized Soybean futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mS1002.01 APPLICATION OF REGULATIONS - Futures transactions in CBOT mini-sized Soybean futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Soybean futures contracts. (04/01/03)

mS1003.01 DERIVATIVE MARKETS - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mS1004.01 UNIT OF TRADING - On future delivery contracts calling for the delivery of soybeans, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mS1005.01 MONTHS TRADED IN - (see S1005.01) (04/01/03)

mS1006.01 PRICE BASIS - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mS1007.01 HOURS OF TRADING - The hours of trading for future delivery in CBOT mini-sized Soybean futures shall be determined by the Board. (04/01/03)

mS1008.01 TRADING LIMITS - (see S1008.01) (04/01/03)

mS1009.01 LAST DAY OF TRADING - (see S1009.01) (04/01/03)

mS1010.01 MARGIN REQUIREMENTS - (see S1010.01) (04/01/03)

mS1012.01 POSITION LIMITS AND REPORTABLE POSITIONS - (see S1012.01) (04/01/03)

Ch10mS DELIVERY PROCEDURES

mS1035.01 GRADE DIFFERENTIALS - (see S1036.00) (04/01/03)

mS1036.01 LOCATION DIFFERENTIALS - (see S1036.01) (04/01/03)

mS1038.01 GRADES - (see S1038.01) (04/01/03)

mS1041.01 DELIVERY POINTS - (see S1041.01) (04/01/03)

mS1043.01 DELIVERIES BY MINI-SIZED SOYBEAN CERTIFICATES - Deliveries of CBOT mini-sized Soybeans shall be made by delivery of mini-sized Soybean Certificates created by the Exchange from Soybean Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Soybeans, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. In order to effect a valid delivery, each Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the shipper. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the Certificate, in accordance with Regulation S1056.01.

Mini-sized Soybean Certificates may not be cancelled for load-out. Upon the return of five (5) mini-sized Soybean Certificates to the Exchange, a registered Soybean Shipping Certificate will be delivered by the Exchange to the holder of the five (5) mini-sized Soybean Certificates, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. (12/01/03)

mS1047.01 DELIVERY NOTICES - (see S1047.01) (04/01/03)

mS1048.01 METHOD OF DELIVERY - (see S1048.01) (04/01/03)

mS1049.01 TIME OF DELIVERY, PAYMENT, FORM OF DELIVERY NOTICE - (see S1049.01) (04/01/03)

mS1049.02 TIME OF ISSUANCE OF DELIVERY NOTICE - (see S1049.02) (04/01/03)

mS1049.03 BUYER'S REPORT OF ELIGIBILITY TO RECEIVE DELIVERY - (see S1049.03) (04/01/03)

mS1049.04 SELLER'S INVOICE TO BUYERS - (see S1049.04) (04/01/03)

mS1049.05 PAYMENT - (see S1049.05) (04/01/03)

mS1050.01 DUTIES OF MEMBERS - (see S1050.01) (04/01/03)

mS1050.02 FAILURE TO DELIVER - (see S1050.02) (12/01/03)

mS1051.01 OFFICE DELIVERIES PROHIBITED - (see S1051.01) (04/01/03)

mS1054.01 FAILURE TO ACCEPT DELIVERY - (see S1054.01) (04/01/03)

mS1056.01 PAYMENT OF PREMIUM CHARGES - (See S1056.01) (04/01/03)

Chapter 10mW
CBOT(R) MINI-SIZED WHEAT FUTURES

Chapter 10mW
CBOT(R) MINI-SIZED WHEAT FUTURES

CH10mW TRADING CONDITIONS

mW1001.01 AUTHORITY - Trading of CBOT mini-sized Wheat futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mW1002.01 APPLICATION OF REGULATIONS - Futures transactions in CBOT mini-sized Wheat futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Wheat futures contracts. (04/01/03)

mW1003.01 DERIVATIVE MARKETS - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mW1004.01 UNIT OF TRADING - On future delivery contracts calling for the delivery of wheat, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mW1005.01 MONTHS TRADED IN - (see 1005.01A) (04/01/03)

mW1006.01 PRICE BASIS - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mW1007.01 HOURS OF TRADING - The hours of trading for future delivery in CBOT mini-sized Wheat futures shall be determined by the Board. (04/01/03)

mW1008.01 TRADING LIMITS - (see 1008.01) (04/01/03)

mW1009.01 LAST DAY OF TRADING - (see 1009.01) (04/01/03)

mW1010.01 MARGIN REQUIREMENTS - (see 1010.01) (04/01/03)

mW1012.01 POSITION LIMITS AND REPORTABLE POSITIONS - (see 1012.01) (04/01/03)

Ch10mW DELIVERY PROCEDURES

mW1035.01 GRADE DIFFERENTIALS - (see 1036.00) (04/01/03)

mW1036.01 LOCATION DIFFERENTIALS - (see 1036.01) (04/01/03)

mW1038.01 GRADES - (see 1038.00) (04/01/03)

mW1038.02 UNITED STATES ORIGIN ONLY - (see 1038.01) (04/01/03)

mW1038.03 DEOXYNIVALENOL (VOMITOXIN) LIMIT IN WHEAT - (see 1038.02) (04/01/03)

mW1041.01 DELIVERY POINTS - (see 1041.00) (04/01/03)

mW1041.02 BURNS HARBOR, INDIANA SWITCHING DISTRICT - (see 1041.01) (04/01/03)

mW1042.01 DELIVERIES BY WHEAT WAREHOUSE DEPOSITORY RECEIPTS - Deliveries of CBOT mini-sized Wheat shall be made by delivery of Warehouse Depository Receipts (WDR) created by the Exchange from registered warehouse receipts issued by warehousemen against stocks of wheat in warehouses which have been declared regular for delivery of wheat by the Exchange. In order to effect a valid delivery, each WDR must be properly endorsed by the holder making the delivery. Such endorsement shall constitute a warranty of the genuineness of the WDR and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the warehouseman. Such endorsement shall also constitute a representation that all storage charges have been paid on the commodity covered by the WDR, in accordance with Regulation 1056.01.

Warehouse Depository Receipts may not be cancelled for load-out. Upon the return of five (5) properly endorsed WDRs to the Exchange, and payment of all storage charges pertaining to the wheat represented, for which the Exchange claims a lien, a registered warehouse receipt will be delivered by the Exchange to the holder of the five (5) WDRs. (04/01/03)

mW1042.02 REISSUANCE OF WAREHOUSE DEPOSITORY RECEIPTS - Warehouse Depository Receipts issued by the Exchange shall expire one year from the date of issue. Holders must return each Warehouse Depository Receipt to the Exchange for reissue, prior to expiration, in order for such Warehouse Depository Receipt to remain eligible for delivery. (04/01/03)

mW1047.01 DELIVERY NOTICES - (see 1047.01) (04/01/03)

mW1048.01 METHOD OF DELIVERY - (see 1048.01) (04/01/03)

mW1049.01 TIME OF DELIVERY, PAYMENT, FORM OF DELIVERY NOTICE - (see W1049.00) (04/01/03)

mW1049.02 TIME OF ISSUANCE OF DELIVERY NOTICE - (see 1049.01) (04/01/03)

mW1049.03 BUYER'S REPORT OF ELIGIBILITY TO RECEIVE DELIVERY - (see 1049.02) (04/01/03)

mW1049.04 SELLER'S INVOICE TO BUYERS - (see 1049.03) (04/01/03)

mW1049.05 PAYMENT - (see 1049.04) (04/01/03)

mW1050.01 DUTIES OF MEMBERS - (see 1050.00) (04/01/03)

mW1050.02 FAILURE TO DELIVER - (see 1050.01) (12/01/03)

mW1051.01 OFFICE DELIVERIES PROHIBITED - (see 1051.01) (04/01/03)

mW1054.01 FAILURE TO ACCEPT DELIVERY - (see 1054.00, 1054.00A and 1054.01) (12/01/03)

mW1056.01 STORAGE RATES FOR WHEAT - (See 1056.01) (04/01/03)

Chapter 11
Soybean Oil

Chapter 11
Soybean Oil

Ch11 Trading Conditions

1101.00 Authority - On or after January 30, 1950, trading in Crude Soybean Oil futures may be conducted under such terms and conditions as may be prescribed by Regulation. 801 (09/01/94)

1102.01 Application of Regulations - Transactions in Crude Soybean Oil futures shall be subject to the general rules of the association as far as applicable and shall also be subject to the Regulations contained in this Chapter which are exclusively applicable to trading in Crude Soybean Oil. 2000 (09/01/94)

1104.01 Unit of Trading - The unit of trading for Crude Soybean Oil shall be 60,000 pounds. Bids and offers may be accepted in lots of 60,000 pounds or multiples thereof. For trading purposes, one tank car shall be equivalent to 60,000 pounds. 2003 (09/01/94)

1105.01 Months Traded In - Trading in Crude Soybean Oil may be conducted in the current month and any subsequent months. 2004 (09/01/94)

1106.01 Price Basis - All prices of Crude Soybean Oil shall be basis Decatur, Illinois in multiples of 1/100th of one cent per pound. Contracts shall not be made on any other price basis. 2005 (09/01/94)

1107.01 Hours of Trading - The hours of trading for future delivery in Crude Soybean Oil shall be from 9:30 a.m. to 1:15 p.m. except that on the last day of trading in an expiring future the hours with respect to such future shall be from 9:30 a.m. to 12 o'clock noon subject to the provisions of the second paragraph of Rule 1007.00. Market shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 2007 (09/01/94)

1108.01 Trading Limits - (See 1008.01) (09/01/94)

1108.01A Trading Limits - (See 1008.01A) (09/01/94)

1109.01 Last Day of Trading - No trades in Crude Soybean Oil futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month and any contracts remaining open may be settled by delivery after trading in such contracts has ceased; and, if not previously delivered, delivery must be made on the last business day of the month. 2008 (01/01/00)

1109.02 Trading in the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1109.01 of this Chapter, outstanding contracts for such delivery may be liquidated by means of (a bona fide) exchange of such current futures for the (actual) cash commodity or an over-the-counter transaction. 2009 (07/01/03)

1110.01 Margin Requirements - (See Regulation 431.03) (09/01/94)

1111.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. 2011 (09/01/94)

1112.01 Position Limits and Reportable Positions - (See 425.01) (09/01/94)

1136.01 Standards - The contract grade for delivery on futures contracts made under these Regulations shall be Crude Soybean Oil which conforms to the following specifications:

(a) It shall be one of the following types: Expeller pressed, expeller pressed degummed, solvent extracted, or solvent extracted degummed. Mixtures of one type with any other type shall not be deliverable;

(b) It shall contain not more than 0.3% moisture and volatile content;

(c) It shall be lighter in green color than Standard "A" and when refined and bleached shall produce a refined and bleached oil of not deeper color than 3.5 red on the Lovibond scale;

(d) It shall refine with a loss not exceeding 5% as determined by the "neutral oil" method;

(e) It shall have a flash point not below 250 degrees Fahrenheit, closed cup method;

(f) It shall contain no more than 1.5% unsaponifiable matter (exclusive of moisture and volatile matter).

No lower grade shall be delivered in satisfaction of contracts for future delivery. A higher grade may be delivered at contract price except that where the refining loss is less than 5% as determined by the "neutral oil" method, a premium of one percent of the cash market price at the time of loading shall be paid for each one percent under the 5% loss (fractions figured throughout) with a maximum credit of 41-2%.

American Oil Chemists' Society methods shall be followed for sampling and analysis for all tests, except for determining green color, which test shall be the National Soybean Processors Association tentative method.

A tolerance of 150 lbs. of sludge shall be allowed for each trading unit of 60,000 lbs. If the car contains more than 150 lbs. of sludge or if a truck contains more than 125 lbs. of sludge, an allowance shall be made to the Buyer for a total amount of sludge up to 1,000 lbs. at 50% of the price at time of unloading car. Sludge in excess of 1,000 lbs. shall be allowed for at the price at time of unloading car.

Sludge shall be considered to be solid residue which cannot be pumped and squeegeed from the car for the net out-turn weight. 2002 (09/01/94)

1136.02 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of soybean oil shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1137.01 Official Chemist's Certificates - Certificates for quality analysis by any Official Chemists shall be acceptable and binding on all parties except as otherwise provided.

The official chemists are Woodson-Tenent Laboratories with laboratories located at Memphis, Tenn. and Des Moines, Ia. and Barrow-Agee Laboratories, Memphis, Tenn. 2029 (10/01/01)

1138.01 Sampling - Samples shall be drawn at time of loading by Official Samplers licensed by the Exchange. The Official Sample shall be 2 one-quart and 1 half-gallon samples. These portions should be packaged in clean, dry and new containers. Either tinned metal containers or high density polyethylene bottles fitted with metal caps having oil resistant cap liners are acceptable. Polythylene containers must be enclosed for shipping in custom-made, close fitting cardboard containers. The sample must be drawn at the time of loading in accordance with A.O.C.S. Official Method for sampling crude oils (C1-47-Continuous Flow and Trier methods) and shall be so indicated on invoice. If the Shipper neglects to provide such a sample at the time of loading or fails to show on invoice than an Official Sample has been taken, a sample drawn at destination shall be official when taken in accordance with the A.O.C.S. Official Methods as noted above. Shipper shall forward to Consignee one of the one-quart portions at no expense to Consignee within one working day of completion of loading and label of sample must designate type of oil and plant destination. The one-half gallon portion (third portion) is to be retained by Shipper as the referee sample for a minimum of thirty days

after loading.

Each sample must be accompanied by a certificate in the following form:

Board of Trade of the City of Chicago

OFFICIAL SAMPLERS CERTIFICATE

I hereby certificate that sample marked_____was drawn by me on this_____day of_____, 20_____, within 24 hours after loading tank car or truck in accordance with the requirements of Regulation 1138.01 of the Board of Trade of the City of Chicago, and that it is a fair and true sample of the contents of:

Car/Truck No. (and initial)_____, located at_____ containing approximately_____pounds, of_____

_____
(Expeller pressed. Expeller pressed degummed, Solvent Extracted,_____ _____type Crude Soybean Oil. Solvent Extracted Degummed)

_____Solvent used. That sample was taken in a manner prescribed by the American Oil Chemists Society.

_____
OFFICIAL SAMPLER

2023
(01/01/00)

1139.01 Weighing - On all deliveries, the weight as determined by an Official Weigher shall be binding on all interested parties. Due allowance shall be made to cover the loss of weight due to sampling, if sample is drawn from weighing. An official weigher is a person or agency approved by the Exchange. 2024 (09/01/94)

1140.01 Grading - Shipper shall have option, and advise warehouse receipt holder of his selection at time of receipt of loading instructions, of having grade determined by one of the following methods:

A. Official Chemist Analysis, shipper to pay the cost.

B. Comparison between consignee's and shipper's analyses.

1. Each party must mail to other party his analysis within 15 days after bill of lading date.

2. If parties do not agree as to quality (refining loss excepted) either one may request analysis by Official Chemist. The findings of the Official Chemist shall be binding on both parties and the cost of such analysis shall be charged to the party against whom the decision results.

3. In case of refining loss, based on the "neutral oil" method, if the difference is not over three tenths of one percent the settlement shall be made on the average of the two, otherwise the retained sample shall be sent to Official Chemist for analysis. If the Official Chemist's results are the mean of the shippers' and consignees' analyses, then the cost shall be shared equally; otherwise, the cost shall be charged to the party against whom the decision results. 2025 (09/01/94)

1141.01 Delivery Points - Crude Soybean Oil may be delivered in satisfaction of Soybean Oil futures contracts from regular warehouses located in Illinois Territory, Eastern Territory, Eastern Iowa Territory, Southwest Territory, Western Territory or Northern Territory as defined in this regulation and at the following price differentials:

(a) Illinois Territory (That portion of the state of Illinois north of latitude 38(degrees)00' N.) .... at contract price.

(b) Eastern Territory (Those portions of the states of Indiana and Kentucky west of the Ohio-Indiana border and its extension and north of latitude 38(degrees)00'N.) . . . at 30/100ths of one cent per pound under contract price.

(c) Eastern Iowa Territory (That portion of the state of Iowa east of longitude 93(degrees)50'W.) . . . at 10/100ths of one cent per pound over contract price.

(d) Southwest Territory (Those portions of the states of Missouri and Kansas north of latitude 38(degrees)00'N. and east of longitude 97(degrees)00'W.) . . . at 35/100ths of one cent per pound over contract price.

(e) Western Territory (Those portions of the states of Iowa west of longitude 93 E 50' W., and Nebraska east of longitude 97 E 00' W.)... at 35/100ths of one cent per pound under contract price.

(f) Northern Territory (Those portions of the state of Minnesota south of latitude 45 E 10' N., and South Dakota south of latitude 45 E 10' N., and east of 97 E 00' W.)... at 55/100ths of one cent per pound under contract price.

(g) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, and for a given Soybean Oil futures delivery territory except the "Illinois Territory:" when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within that Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is less than or equal to 0.5, payment for Warehouse Receipts issued from that Soybean Oil territory will be at a premium of 10 cents per hundredweight over contract price in addition to the delivery territorial differential adjustment.

(h) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, when the "Illinois Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to maximum CBOT 24 hour soybean crushing capacity within the Illinois Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is less than or equal to 0.5, payment for Warehouse Receipts issued from all other Soybean Oil territories will be at a discount of 10 cents per hundredweight under contract price in addition to the delivery territorial differential adjustments.

(i) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, and for a given Soybean Oil futures delivery territory except the "Illinois Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within that Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is greater than or equal to 2.0, payment for Warehouse Receipts issued from that Soybean Oil territory will be at a discount of 10 cents per hundredweight under contract price in addition to the delivery territorial differential adjustment.

(j) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, when the "Illinois Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within the Illinois Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is greater than or equal to 2.0, payment for Warehouse Receipts issued from all other Soybean Oil territories will be at a premium of 10 cents per hundredweight over contract price in addition to the delivery territorial differential adjustments.

(k) Items (g) through (j) of Regulation 1141.01 shall apply to all CBOT Soybean Oil futures contracts delivered during a one calendar year period beginning with January following the soybean crop year ending August 31, provided t hat there are on a weekly average at least 150 outstanding Soybean Oil Warehouse Receipts in all Soybean Oil delivery territories combined during that previous soybean crop year.

(l) Based on the adjustments made to territorial delivery differentials during a given calendar year as outlined in items (g) through (k) of Regulation 1141.01, the CBOT shall announce and publish by September 15 of that given calendar year new territorial delivery differentials applicable to all Soybean Oil futures contracts delivered during the next calendar year. 2015 (01/01/04)

1142.01 Deliveries By Warehouse Receipts - Deliveries on Crude Soybean Oil shall be made by delivery of warehouse receipts issued by warehouses which have been designated by the Exchange as regular to issue Crude Soybean Oil warehouse receipts using the electronic fields which the Exchange and the Clearing Services Provider require to be completed. In order to effect a valid delivery each Crude Soybean Oil warehouse receipt must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the geniuneness of the warehouse receipt and of good title thereto, but shall not constitute a guaranty, by any endorser, of performance by the issuer of the warehouse receipt. Such endorsement shall also constitute a representation that all storage charges have been paid on the Crude Soybean Oil covered by the warehouse receipt, in accordance with Regulation 1156.01. 2012 (12/01/03).

1143.01 Registration of Warehouse Receipts - Warehouse receipts, in order to be eligible for delivery, must be registered with the Official Registrar. Registration of warehouse receipts shall also be subject to the following requirements:

(a) Warehousemen who are regular for delivery may register warehouse receipts at any time. If the warehouseman determines not to tender the warehouse receipt by 4:00 p.m. on the day it is registered, or by such other time designated by the Exchange, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered warehouse receipt may cancel its registration at any time. A warehouse receipt which has been canceled may not be registered again.

(b) No notice of intention to deliver a warehouse receipt shall be tendered to the Clearing Services Provider unless said warehouse receipt is registered and in the possession of the clearing member tendering the notice or unless a warehouse receipt is registered and outstanding. When a notice of intention to deliver a warehouse receipt has been tendered to the Clearing Services Provider, said warehouse receipt shall be considered "outstanding".

(c) From his own records, the Registrar shall maintain a current record of the number of warehouse receipts that are registered and shall be responsible for posting this record on the Exchange Floor and CBOT website. The record shall not include any receipts that have been declared withdrawn.

(d) When a regular warehouseman regains control of a registered warehouse receipt issued against stocks in one of his regular warehouses, which in any manner relieves him of the obligation to loadout crude soybean oil upon demand of a party other than himself, the warehouseman shall by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of said warehouse receipt or declare that said warehouse receipt is withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the regular warehouse, except in the case where a notice of intention to redeliver said warehouse receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, of the day that the warehouseman regained control of said warehouse receipt.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation of warehouse receipts other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of registered warehouse receipts as of 4:00 p.m. on each trading day of the week. In addition to the information posted on the Exchange Floor and CBOT website, this daily report will show the names of warehousemen whose warehouse receipts are registered and the location of the warehouses involved. The report shall not include any receipts that have been declared withdrawn.2013 (12/01/03)

1144.01 Receipt Format - The Exchange and the Clearing Services Provider shall determine the electronic fields which are required to be completed in connection with an electronic warehouse receipt.

The electronic warehouse receipt obligates the warehouse operator, for value received and receipt of the warehouse receipt properly endorsed, and subject to a lien for payment of storage charges, to deliver the specified quantity of Crude Soybean Oil conforming to the standards of the Exchange, and to ship such Crude Soybean Oil in accordance with orders of the lawful owner of the warehouse receipt and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by rail or truck according to the registered loading capability of the warehouse.

Delivery of the electronic warehouse receipt to the issuer by the owner of the receipt, for the purpose of shipment of Crude Soybean Oil, is conditioned upon loading of Crude Soybean oil in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and storage charges due which the owner of the receipt agrees to honor upon presentation.2012 (12/01/03)

1146.01 Date of Delivery - Where Crude Soybean Oil is sold for delivery in a specified month, delivery of such Crude Soybean Oil may be made by the Seller upon such day of the specified month as the Seller may select. If not previously delivered, delivery must be made upon the last business day of the month. 2017 (09/01/94)

1147.00 Delivery Notice - (See 1047.00) (09/01/94)

1147.01 Delivery Notices - (See 1047.01) (09/01/94)

1148.00 Method of Delivery - (See 1048.00) (09/01/94)

1149.00 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (09/01/94)

1149.01 Time of Issuance of Delivery Notice - (See 1049.01) (02/01/03)

1149.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (09/01/94)

1149.03 Sellers' Invoice to Buyers - (See 1049.03) (09/01/94)

1149.04 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firm's settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange on the next banking business day. (12/01/03)

1150.00 Duties of Members - (See 1050.00) (09/01/94)

1150.01 Failure to Deliver - (See 1050.01) (12/01/03)

1151.01 Office Deliveries Prohibited - No office deliveries of warehouse receipts may be made by clearing members. Where a futures commission merchant has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 2009 (12/01/03)

1154.00 Failure to Accept Delivery - (See 1054.00) (09/01/94)

1154.01 Failure to Accept Delivery - (See 1054.01) (12/01/03)

1156.01 Storage Charges - No Soybean Oil Warehouse Receipts shall be valid for delivery on future contracts unless the storage charges shall have been paid up to and including the 18/th/ day of the preceding month and such payment endorsed on the Soybean Oil Warehouse Receipt unless registration is at a later date. Unpaid accumulated storage charges at the posted tariff applicable to the warehouse where the soybean oil is stored shall be allowed and credited to the buyer by the seller to and including date of delivery.

If storage rates are not paid on-time up to and including the 18/th/ calendar day preceding the delivery month of July and by the first calendar day of this delivery month, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage rates multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid, all multiplied by the number of calendar days that storage is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank, and the Northern Trust Company.

The storage rates on Crude Soybean Oil shall not exceed 3/10th of one cent per day per 100 pounds. When shipper schedules tank car loading, storage shall continue through the date of surrender of a properly cancelled warehouse receipt and shall begin again on the sixth day after surrender date if loading has not been completed and continue until the oil has been loaded. When shipper schedules truck loading storage, charges shall continue through the date of loading. Regular Soybean Oil warehousemen shall maintain in the immediate vicinity of the Exchange either an office, or duly authorized representative or agent approved by the Exchange, to whom Soybean Oil Storage charges may be paid. 2033 (06/01/01)

1156.02 Storage, Car Rental, Etc. - Except as otherwise provided, all charges for storage, car

rental, etc., shall remain the responsibility of the Seller until payment is made. Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. 2020 (09/01/94)

1156.03 Fees - Sampling: The charge for drawing Official samples shall be $5.00 for each tank car or truck on inbound shipments to a warehouse.

If sampling is ordered at a location where an Official Sampler is not regularly located, all extra costs must be paid by the party ordering the sample.

These charges shall include the cost of delivering the samples to the Official Chemists. 2028 (09/01/94)

1156.04 Loading Charges - The maximum charge for loading tank cars at delivery point shall not exceed 1/40/th/ of one cent per pound and the combined charge for unloading and loading tank cars at delivery point shall not exceed 1/10/th/ of one cent per pound including heating. The maximum charge for loading tank trucks at delivery point shall not exceed 1/25/th/ of one cent per pound. (06/01/01)

1180.01 Duties of Warehouse Operators - It shall be the duty of the operators of all regular warehouses:

(a) To accept Crude Soybean Oil for delivery on Chicago Board of Trade contracts, provided such Crude Soybean Oil is of contract grade when received at such warehouses, and all space in such warehouses is not already filled or contracted for, to pay no premium on refining loss but to receive allowance for sludge. All inbound freight (including the transit charge necessary to obtain the transit balance rate) shall be prepaid by the depositor of the oil. Upon surrender of the inbound billing to the warehouseman the depositor of the oil shall be furnished with a regular Board of Trade Warehouse Receipt endorsed thereon with the transit balance freight to New York.

(b) To notify the Exchange of any change in the condition of their warehouses.

(c) To insure soybean oil covered by warehouse receipts tendered for delivery against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Exchange.

Any loss or damage to oil caused by leakage or discharge from the storage facilities resulting from the cracking, rupture, bursting, collapse, subsidence or disruption of the containing system, or the negligence of the warehouse operator shall be for the account of the warehouse operator, unless such loss or damage by leakage or discharge from the storage facilities is due to causes required to be insured against under this Regulation.

(d) To furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected.

(e) To advise the holder of the warehouse receipts when oil is tendered on a futures contract. the freight rate on the oil upon request to New York, N.Y., or to any other specific destinations; and to forward the oil on the basis of these rates whenever shipping instructions are received if orders are received within three days.

(f) To register their daily load-out rate in jumbo rail tank car equivalents (minimum of 4) with the Exchange. Warehouse Operators shall limit warehouse receipts issued to an amount of soybean oil equal to the lesser of their approved regular space or 30 times the registered daily loading rate for jumbo tank cars times 185,000 pounds.

(g) To ship oil ordered out of the warehouses in Buyer's tank cars, if so arranged and to begin loading out soybean oil on or before the third business day following the date the car is ready for loading or the receipt is cancelled, whichever occurs later, at a daily rate per business day equal to the equivalent of shipper's registered daily rate of loading jumbo rail tank cars.

All rail loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Rail loading orders received after 2:00 p.m. on a business day shall be considered dated the following business day. When loading against rail loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day, as determined hereunder, cannot be completed on the third following business day, the shipper shall allocate daily loading against such loading orders as equitably as possible on a pro-rata basis on subsequent business days. Loading against all rail orders scheduled for a given business day shall be completed before loading of any orders scheduled for a subsequent business day.

(h) To load each tank car to its stenciled capacity upon surrender of sufficient warehouse receipts tendered on futures contracts. Any excess or deficiency from amount of warehouse receipt shall be settled at market price as of date of loading. Warehouse to make sight draft on shipper with Bill of Lading attached for any amounts due them in connection with loading oil, including premium for refining loss, unless otherwise mutually agreed.

(i) To hold tank car after loading free of expense to shipper (except for car rental) until grade is

ascertained, and if grade is not of contract grade to unload car and reload oil of contract quality free of expense to shipper, and at all times to keep oil fully insured until car is released to railroad.

(j) To ship oil ordered out of the warehouse in Buyer's tank truck, if so arranged, and to load the oil at a daily rate per business day equal to the equivalent of shipper's registered daily rate of loading for jumbo rail tank cars.

All truck loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Truck orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

When loading orders are received by 2:00 p.m. of any given business day, the shipper will advise the owner by 4:00 p.m. the same day of loading dates and tonnage due. Notification will be by telephone, telegraph or teletype.

When a shipper has received one or more truck loading orders he shall begin loading against them not later than the third business day following their receipt. When loading against loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day cannot be completed on the third following business day shipper shall allocate daily loadings against such loading orders as equitably as possible on a pro rata basis on subsequent business days.

Loading against all truck orders scheduled for a given business day shall be completed before loading begins on any orders scheduled for a subsequent business day. Warehouseman will load tank trucks as promptly as possible on the day scheduled. Under no conditions will warehouseman be responsible for truck demurrage as long as it is loaded on day scheduled. Additional loadings may be arranged for by mutual agreement.

(k) Notwithstanding any other provisions of this Regulation, on days when both rail cars and trucks are loaded, the warehouseman shall be required to load at a minimum daily rate equal to the equivalent of shipper's registered daily rate of loading rail tank cars.

All rail and truck loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Loading orders received after 2:00 p.m. on a business day shall be considered dated the following business day. When loading against loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day, as determined hereunder, cannot be completed on the third following business day, the shipper shall allocate daily loading against such loading orders as equitably possible on a pro-rata basis on subsequent business days. Loading against orders scheduled for a given business day shall be completed before loading of any orders for a subsequent business day.

(l) To keep stock of Crude Soybean Oil in storage in balance with oil represented by outstanding warehouse receipts.

It shall be the privilege of all regular warehouses to mingle or store together oil which is tenderable on contracts for future delivery under these Regulations, with other oil of like type and to deliver on loading orders oil of any contract type. 2031

(m) Certification of Soybean Oil - Effective September 1, 1992 and upon written request by a taker of delivery at the time loading orders are submitted for the delivery of soybean oil against canceled warehouse receipts, the delivery warehouseman shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the soybean oil is produced from soybeans of U.S. origin only. Warehouse receipts issued prior to September 1, 1992 will be deliverable against futures contracts beginning September 1992 only if the regular warehouseman provides certification on the warehouse receipt that the U.S. origin-only option is available to the taker of delivery of soybean oil. (01/01/04)

1180.01A Responsibility for Furnishing Tank Cars - It shall be the responsibility of the buyer of Crude Soybean Oil on a futures contract to furnish tank cars when ordering Soybean Oil shipped from a warehouse. 26R (09/01/94)

1180.01B Car Ready for Loading - Regulation 1180.01(f) A car is ready for loading when it has

been constructively placed and when the shipper has used due diligence in preparing and placing the car on his property for loading. 30R1180.01C Transit vs. Flat Rate (09/01/94)

1180.01C Transit vs. Flat Rate Billing - If warehouseman furnishes transit billing on crude soybean oil applicable to warehouse receipts holder's destination, the warehouse receipt holder shall pay to warehouseman the difference between the transit balance rate and the flat rate. 27R (09/01/94)

1180.01D Freight Differentials - Jumbo Tank Cars - The Board of Directors at its regular meeting held on Tuesday, March 10, 1964, approved the following Ruling recommended by the Crude Soybean Oil and Soybean Meal Committee in light of the reduced rate on jumbo tank cars which became effective on February 9, 1964:

"Effective on March 1964 contracts the freight differentials in Regulations 1141.02 and 1180.02 shall be calculated on the basis of the jumbo tank car rate since it is the lowest lawful carload rate and will be applicable to warehouse receipts bearing no billing and any other warehouse receipts carrying billing that will protect the jumbo tank car rate." 36R (09/01/94)

1180.02 Transit Billing - Transit billing may be applied to shipments at warehouseman's option with warehouseman to get any advantage of such transit application; however, warehouseman must protect the lowest lawful local carload rate from point of loading stated in warehouse receipt to destination indicated in shipping instructions, and such transit billing must allow at least one additional transit beyond delivery points. 2016 (09/01/94)

1180.03 Freight Charges - A warehouseman that is not served by a Class I railroad must compensate the taker of delivery for the switching charge and/or the rail rate to the nearest Class I railroad interchange point for the movement of soybean oil beyond the interchange point by the Class I railroad, if requested by the owner of the soybean oil. The request must be in writing when loading orders and canceled warehouse receipts are presented to the warehouse. (01/01/00)

1181.01 Conditions of Regularity - Warehouses may be declared regular for the delivery of Crude Soybean Oil with the approval of the Exchange. Persons operating bulk oil warehouses who desire to have such warehouses made regular for delivery of Crude Soybean Oil under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two year term beginning July 1 of that year, and at any time during a current term for the balance of that term. Regular Soybean Oil Warehouses that desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating Soybean Oil Warehouses who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding receipts at the facility is equal to or less than 30 times the requested rate of loading, whichever is later. Persons operating Soybean Oil Warehouses who wish to have their regular capacity space decreased shall file with the Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted by the Exchange. Applications for renewal of regularity must be made prior to May 1 of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary.

The following shall constitute the minimum requirements and conditions for regularity of Soybean Oil Warehouses:

1) The warehouse making application shall be inspected.

2) Such warehouse shall be within the limitation of an area not east of the Indiana-Ohio boundary; nor south of Louisville, KY.

3) Such warehouse shall be connected by railroad tracks with one or more railway lines.

4) The operator or manager of such warehouse shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No warehouse shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

5) Such warehouse shall maintain on-site standard equipment and appliances for the receiving, handling, and shipping of Crude Soybean Oil in bulk, including equipment to issue official origin weight. Official origin weight may be obtained by using one of the following: (1) platform scale (either rail or truck); (2) tank scale; or (3) batch scale.

6) The warehouseman shall comply with the system of registration of warehouse receipts established by the Exchange. The Warehouseman shall furnish accurate information to the Exchange regarding all Crude Soybean Oil received and delivered by the warehouseman on a daily basis, and that remaining in store at the close of each week, in the form prescribed by the Exchange, with the exception of Crude Soybean Oil owned by the warehouseman.

7) The operator or manager of such warehouse shall permit the Exchange, at any time, to examine the books and records of the warehouse for the purpose of ascertaining the stocks of Crude Soybean Oil which may be on hand at any time. The Exchange shall have the authority to determine the quantity of Crude Soybean Oil in the warehouse and to compare the books and records of the warehouse with the records of the Exchange.

8) The warehouseman operating such warehouse shall not engage in unethical or inequitable practices, and shall comply with all applicable laws, Federal or State, or Rules or Regulations promulgated under those laws.

9) The warehouseman shall make such reports, keep such records, and permit such warehouse visitation as the Secretary of Agriculture may prescribe, and shall comply with all applicable Rules and Regulations and orders promulgated by the Secretary of Agriculture or the Commodity Futures Trading Commission, and shall comply with all requirements made by the Exchange because of such Rules and Regulations or orders.

10) The operator or manager of such warehouse shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a warehouse's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

11) The operator or manager of such warehouse shall consent to the disciplinary jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the warehouse was regular.

12) If the warehouseman leases the warehouse or has entered into some form of service arrangement pursuant to which an agent or contractor performs the daily operations of the warehouse, the warehouseman shall submit an indemnification if requested by the Exchange.

13) The Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Oil futures contracts or impair the efficacy of futures trading in Soybean Oil, or whether the currently approved regular capacity provides for an adequate deliverable supply. 2030 (01/01/04)

1181.02 Leasing and Service Arrangements - The warehouseman of a regular warehouse is not required to own the warehouse and may lease the facility from the owner. The warehouseman may also enter into a service arrangement pursuant to which an agent or contractor performs the daily operations of the warehouse. The warehouseman shall be responsible for the conduct of its agents or contractors.

In the event that the warehouseman is unable properly to store or load out oil for receipt holders because of another party's ownership of or control over the warehouse, the warehouseman shall, at its own expense, provide each holder of an outstanding receipt with either (a) a replacement warehouse receipt at another, mutually acceptable regular warehouse, with adjustments for differences in contract differentials or, if such replacement receipt is unavailable, (b) an equivalent quantity and quality of the soybean oil designated in the warehouse receipt at a mutually acceptable location. (09/01/94)

1184.01 Revocation, Expiration or Withdrawal of Regularity - Any regular warehouse may be declared irregular at any time if it does not comply with the conditions above set forth, or fails to carry out the prescribed duties of the warehouseman. If the designation of a warehouse as regular shall be revoked a notice of such revocation and the period of time, if any, during which the receipts issued by such house shall thereafter be deliverable in satisfaction of futures contracts in Crude Soybean Oil under the Rules and Regulations, shall be posted on the bulletin board.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment

of the properties where regularity is not reissued, holders of outstanding warehouse receipts shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding warehouse receipt chooses not to take load-out during this period, the fazcility must provide him with another warehouse receipt at another, mutually acceptable regular warehouse, with adjustments for differences in contract differentials. Alternatively, if such warehouse receipt is unavailable, the facility must provide the holder with an equivalent quantity and quality of the soybean oil designated in the warehouse receipt at a mutually acceptable location. 2032 (09/01/94)

1185.01 Application for Declaration of Regularity - All applications by operators of warehouses for a Declaration of Regularity under Regulation 1181.01 shall be on the following form:

WAREHOUSEMAN'S APPLICATION FOR A DECLARATION OF REGULARITY FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY OF CRUDE SOYBEAN OIL

_____, 20__

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
Chicago, Illinois

_____-(hereinafter called "Warehouseman") owner/lessee* of
(Warehouseman name) (Circle one)
the_____located at_____
(Processing Plant or Storage Facility) (Address, City, State, Zip)

in the following territory, (Please indicate which territory you are applying for.)

Illinois Territory _____ Southwest Territory _____
Eastern Territory _____ Eastern Iowa Territory _____
Northern Territory _____ Western Territory _____

hereby submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Warehouse Receipts for the delivery of Crude Soybean Oil upon contracts for future delivery for a period beginning on July 1, 20__ and ending June 30, 20__.

The Warehouseman has a storage capacity of _____ pounds of Crude Soybean Oil, is licensed/not licensed by the State of_____,
(circle one)

and had/does not have a Soybean processing plant attached with a maximum 24 hour
(Circle one)
crushing capacity of ___ bushels of Soybeans per day.

*Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other conditions specified in Regulation 1181.01 or duties specified in Regulation 1180.01, or any other relevant Rules and Regulations are not observed:

1. The Warehouseman must:

(1) submit bonds or letters of credit to the Exchange as it may require.

(2) submit to the Exchange a tariff listing in detail the maximum rates for the handling and storage of Crude Soybean Oil; submit promptly to the Exchange all changes in such tariff; and publish and display such tariff.

The maximum charges for loading tank cars and trucks at delivery points shall not exceed the loading charges defined in Rule 1156.04. The maximum storage charges on Crude Soybean Oil shall not exceed the storage charges defined in Regulation 1156.01.

(3) remove no CBOT registered Crude Soybean Oil from the warehouse unless the receipts have been previously cancelled by the Registrar's Office.

(4) notify the Exchange immediately of any change in its capital ownership, or any reduction in net worth of 20 percent or more from the level reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the warehouse.

(5) make such reports, keep such records, and permit such warehouse visitation as the Exchange or the Commodity Futures Trading Commission (CFTC) may require; and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

(6) insure against the contingencies provided for in a standard "All Risks" policy (including earthquake), in such amounts as required by the Exchange.

(7) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/ every even year.

(8) if the Warehouseman leases the warehouse or has entered into some form of service agreement pursuant to which an agent or contractor performs the daily operations of the warehouse, Warehouseman remains responsible for compliance with all duties and conditions of regularity and shall be

responsible for the conduct of its agents or contractors.

(9) notify the Exchange in writing immediately of any change in the maximum 24 hour crushing capacity of soybeans for a soybean processing plant attached to this warehouse.

2. The Warehouse must be:

(1) subject to the prescribed examination and approval of the Exchange.

(2) connected to a railroad. (See Regulation 1180.03)

(3) equipped with standard equipment and appliances for the convenient and expeditious handling of Crude Soybean Oil in bulk.

3. The Warehouse and Warehouseman must conform to the requirements of the Exchange as to location, accessibility, and suitability as may be prescribed by the Rules and Regulations of the Exchange.

Agreements of Warehouseman

The Warehouseman expressly agrees:

(1) that all Crude Soybean Oil tendered in satisfaction of futures contracts will be weighed by an Official Weigher as outlined in Regulation 1139.01 of the Exchange.

(2) that all Crude Soybean Oil tendered in satisfaction of futures contracts will, when shipped from Warehouse, be sampled by an Official Sampler, which has been approved by the Exchange, and tested in accordance with Regulation 1140.01 of the Exchange.

(3) that all warehouse receipts to be tendered in satisfaction of futures contracts shall be registered with the Registrar of the Exchange.

(4) to abide by the Rules and Regulations of the Exchange relating to the warehousing of Crude Soybean Oil deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1180.01.

(5) that the Exchange may revoke the Warehouseman's declaration of regularity, if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to designate a clearing agent in Chicago authorized to act upon the Warehouseman's behalf in matters pertaining to Warehouse Receipts.

(8) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6, and to abide by and comply with the terms of any disciplinary decision imposed upon the Warehouseman or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(9) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Warehouseman was regular.

Please be advised that, pursuant to Regulation 1181.01(13), the Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the conditions of regularity specified in Regulation 1181.01. Some factors the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Oil futures contracts or impair the efficacy of futures trading in Soybean Oil, or whether the currently approved regular capacity provides for an adequate deliverable supply.

By: _____
(Name)

Title:_____

Date:_____

(03/01/04)

Chapter 12
Soybean Meal

Chapter 12
Soybean Meal

Ch12 Trading Conditions

1201.00 Authority - On and after August 1,1951, trading in Soybean Meal futures may be conducted under such terms and conditions as may be prescribed by Regulation. 802 (09/01/94)

1202.01 Application of Regulations - Transactions in Soybean Meal futures shall be subject to the general Rules of the Association as far as applicable and shall also be subject to the Regulations contained in this Chapter which are exclusively applicable to trading in Soybean Meal. 2051 (09/01/94)

1204.01 Unit of Trading - The unit of trading for Soybean Meal shall be 100 tons (2,000 pounds per ton). Bids and offers may be accepted in lots of 100 tons of multiples thereof. 2056 (09/01/94)

1205.01 Months Traded In - Trading in Soybean Meal may be conducted in the current month and any subsequent months. 2057 (09/01/94)

1206.01 Price Basis - All prices of soybean meal shall be basis free on board cars, bulk; Decatur, Illinois, in multiples of 10 cents per ton. Contracts shall not be made on any other price basis. 2058 (09/01/94)

1207.01 Hours of Trading - The hours of trading for future delivery in Soybean Meal shall be from 9:30 A.M. to 1:15 P.M. except on the last day of trading in an expiring future the hours with respect to such future shall be from 9:30 A.M. to 12 o'clock noon subject to the provisions of the second paragraph of Rule 1007.00. Market shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 2061 (09/01/94)

1208.01 Trading Limits - (See 1008.01) (09/01/94)

1208.01A Trading Limits - (See 1008.01A) (09/01/94)

1209.01 Last Day of Trading - No trades in Soybean Meal futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the second business day following the last trading day (tender on business day prior to delivery).

(b) Liquidated by means of a bona fide exchange of futures for the actual cash commodity, or an over-the-counter transaction, no later than the business day following the last trading day. 2063 (07/01/03)

1210.01 Margin Requirements - (See Regulation 431.03) 2065 (09/01/94)

1211.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. 2066 (09/01/94)

1212.01 Position Limits and Reportable Positions - (See 425.01) (09/01/94)

1236.01 Standards - The contract grade for delivery on futures contracts made under these Regulations shall be Soybean Meal in bulk which conforms to the following specifications:

48% Protein Soybean Meal, produced by conditioning ground soybeans and reducing the oil content of the conditioned product by the use of hexane or homologous hydrocarbon solvents. Standard specifications are:

Protein	minimum 48.0%
Fat	minimum 0.5%
Fiber	maximum 3.5%
Moisture (when shipped by Processor)	maximum 12.0%

It may contain a non-nutritive inert, non-toxic conditioning agent to reduce caking and improve flowability. In an amount not to exceed that necessary to accomplish its intended effect, but in no case exceed 0.5%. The name of the conditioning agent must be shown as an added ingredient.

Testing methods shall be those approved by the Association of Official Analytical Chemists and American Oil Chemists Society. 2053 (09/01/94)

1236.02 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of soybean meal shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1237.01 Official Chemists - An official Chemist shall be any chemist who is currently designated as an Official Referee Chemist for Meal by the National Soybean Processors Association. Certificates of quality analysis by an Official Chemist shall be binding on all parties. (09/01/94)

1238.01 Sampling - The official sample will be taken at origin by Automatic Mechanical Sampler (A.O.C.S. Official Method BA 1-38, Rev. 1966) or Pneumatic Probe Sampler (A.O.C.S. Official Method BA 1-38, Rev. 1966). Shipper shall, on the next business day after loading, mail a portion of the official sample in an air tight container properly identified to the owner at an address specified by the owner when he submits loading orders.

Any shipment testing 12.5% moisture or less based on official sample shall not be subject to rejection or penalty on account of moisture content. Penalty for excess moisture:

Excess moisture two times delivered market price on date of shipment for excess moisture from 12% to 13% and 21-2 times delivered market price on date of shipment for excess moisture above 13%.

Any shipment testing no more than 0.3% of fiber above the fiber specification (based on official sample adjusted to 12% moisture) shall not be subject to rejection or penalty on account of fiber content. When the amount of fiber exceeds 3.8% (based on official sample adjusted to 12% moisture), the shipment shall be discounted 1.0% of the delivered market price on date of shipment for each 0.1% fiber in excess of 3.5%.

Any shipment of soybean meal testing within 0.5% of protein below 48% protein (basis official sample moisture 12.0% or less; protein to be calculated on 12.0% moisture basis if official sample moisture exceeds 12.0%) shall not be subject to rejection or penalty on account of protein content. Protein deficiency claims shall be settled between the parties on the basis of two times the delivered market price per unit of protein on date of shipment and shall be calculated on the same moisture basis as for protein rejection.

If the owner's analysis of the official sample indicates quality deficiency, the owner shall submit his analysis and claim in writing to the shipper within 30 days after arrival of car. The shipper shall, within five (5) business days, after receipt of the owner's analysis and claim, report his analysis of the official sample to the owner. In the event that the owner and the shipper do not reach agreement on analysis and/or settlement, the third portion of the official sample shall be sent to an Official Chemist and his analysis will be binding upon both parties for final settlement. The expense of the analysis will be borne

by the party in error.

If the owner and the shipper cannot agree that the official sample is representative of the shipment, a representative sample shall be obtained at destination by a disinterested qualified person mutually agreed upon by the owner and shipper. Such destination sample must be obtained within 24 hours of arrival and prior to unloading. "Constructive placement" shall be considered arrival at destination. The official procedure for sampling at destination shall be the Pneumatic Probe Sampler. (A.O.C.S. Method BA 1-38, Rev. 1966) and the sample shall be submitted to an official chemist. The results of his analysis of the destination sample shall be binding on both parties for final settlement. The expense of such sampling and analysis, shall be borne by the owner if the owner insists on destination sampling and analysis unless the shipper has failed to take an official sample at origin, in which event, the expense of taking and analyzing the destination sample shall be borne by the shipper. (09/01/94)

1239.01 Weighing - Weighing and official weights, as defined in the National Soybean Processors Association Trading Rules for the Purchase and Sale of Soybean Meal, shall be binding on all interested parties. (09/01/94)

1241.01 Shipping Plants - Soybean Meal Shipping Certificates shall specify shipment from one of the plants currently regular for delivery and located in Central Territory, Northeast Territory, Mid South Territory, Missouri Territory, Eastern lowa Territory, or Northern Territory as defined in this Regulation.

The Exchange may declare additional shipping plants regular for delivery which shall apply on all contracts outstanding or made thereafter.

SHIPPING PLANTS

(a) All loadings of soybean meal against Soybean Meal Shipping Certificates shall be in bulk free on board railroad cars at shipping plants.

(b) Payment for Shipping Certificates issued in "Central Territory" (viz.: shipping plants located in Illinois and Kentucky) will be at contract price.

(c) Payment for Shipping Certificates issued in "Northeast Territory" (viz.: shipping plants located in Indiana and Ohio) will be at a premium of $2.00 per ton over contract price.

(d) Payment for Shipping Certificates issued in "Mid South Territory" (viz.: shipping plants located in all of Tennessee and Arkansas and that part of Mississippi and Alabama north of a line extending eastward from the Arkansas and Louisiana border) will be at a premium of $7.00 per ton over contract price.

(e) Payment for Shipping Certificates issued in "Missouri Territory" (viz.: shipping plants located in Missouri) will be at a premium of $1.50 per ton over contract price.

(f) Payment for Shipping Certificates issued in "Eastern lowa Territory" (viz.: shipping plants located in lowa on and South of the main line of the Illinois Central Gulf RR from Dubuque, lowa to lowa Falls, lowa; and on and East of the main line of the Chicago Rock Island RR from lowa Falls to the Chicago & Northwestern RR from Des Moines through Blockton, lowa) will be made at a discount of $4.00 per ton under contract price.

(g) Payment for Shipping Certificates issued in "Northern Territory" (viz.: shipping plants located in that portion of lowa not included in "Eastern lowa Territory") will be at a discount of $3.00 per ton under contract price.

(h) For a given soybean crop year ending August 31 and a given Soybean Meal futures delivery territory except the "Central Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within that Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is less than or equal to 0.5, payment for Shipping Certificates issued from that territory will be at a premium of $.50 per ton over contract price in addition to the territorial delivery differential adjustment.

(i) For a given soybean crop year ending August 31, when the "Central Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to maximum

CBOT 24 hour soybean meal production capacity within the Central Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is less than or equal to 0.5, payment for Shipping Certificates issued from all other territories will be at a discount of $.50 per ton under contract price in addition to the territorial delivery differential adjustments.

(j) For a given soybean crop year ending August 31 and a given Soybean Meal futures delivery territory except the "Central Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within that Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is greater than or equal to 2.0, payment for Shipping Certificates issued from that territory will be at a discount of $.50 per ton under contract price in addition to the territorial delivery differential adjustment.

(k) For a given soybean crop year ending August 31, when the "Central Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within the Central Soybean Meal futures delivery terriory, relative to that ratio for the combined remaining Soybean Meal territories, is greater than or equal to 2.0, payment for Shipping Certificates issued from all other territories will be at a premium of $.50 per ton over contract price in addition to the territorial delivery differential adjustments.

(l) Items (h) through (k) of Regulation 1241.01 shall apply to all CBOT Soybean Meal futures contracts delivered during a one calendar year period beginning with January following the soybean crop year ending August 31, provided that there are on a weekly average at least 150 CBOT outstanding Soybean Meal Shipping Certificates in all Soybean Meal delivery territories combined during that previous soybean crop year.

(m) Based on the adjustments made to territorial delivery differentials during a given calendar year as outlined in items (h) through (I) of Regulation 1241.01, the CBOT shall announce and publish by September 15 of that given calendar year new territorial delivery differentials applicable to all Soybean Meal futures contracts delivered during the next calendar year. (01/01/04)

1242.01 Deliveries by Soybean Meal Shipping Certificates - Deliveries of Soybean Meal shall be made by delivery of Soybean Meal Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Soybean Meal Shipping Certificates using the electronic fields which the Exchange and the Clearing Services Provider require to be completed. In order to effect a valid delivery each Soybean Meal Shipping Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by any endorser, of performance by the issuer of the Certificate. Such endorsement also shall constitute a representation that all premium charges have been paid on the Soybean Meal covered by the Certificate, in accordance with Regulation 1256.01.2067 (12/01/03)

1243.01 Registration of Soybean Meal Shipping Certificates - Soybean Meal Shipping Certificates in order to be eligible for delivery must be registered with the Official Registrar and in accordance with the requirements issued by the Registrar. Registration of Soybean Meal Shipping Certificates shall also be subject to the following requirements:

(a) Shippers who are regular for delivery may register certificates at any time. If the shipper determines not to tender the shipping certificate by 4:00 p.m. on the day it is registered, or by such other time designated by the Exchange, the shipper shall declare the certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant. The holder of a registered certificate may cancel its registration at any time. A certificate which has been cancelled may not be registered again.

(b) No notice of intention to deliver a certificate shall be tendered to the Clearing Services Provider unless said certificate is registered and in the possession of the clearing member tendering the notice or unless a shipping certificate is registered and outstanding. When a notice of intention to deliver a certificate has been tendered to the Clearing Services Provider, said certificate shall be considered to be "outstanding" until its registration is cancelled.

(c) From his own records, the Registrar shall maintain a current record of the number of certificates that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any shipping certificates that have been declared withdrawn.

(d) When a registered shipper regains control of a registered certificate calling for shipment from one of his plants, which in any manner relieves him of the obligation to ship meal upon demand of a party other than himself, the shipper shall, by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of

said certificate or declare that said certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant, except in the case where a notice of intention to redeliver said certificate for the shipper has been tendered to the Clearing Services Provider by 4:00 p.m. or by such other time designated by the Exchange, of the day that the shipper regained control of said certificate.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation or certificates other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of registered certificates as of 4:00 p.m., or such other time designated by the Exchange, on each trading day of the week. In addition to the information posted on the Exchange Floor and the CBOT website, this daily report will show the names of shippers whose certificates are registered and the location of the shipping plants involved. This report shall not include any shipping certificates which have been declared withdrawn.2069 (12/01/03)

1244.01 Certificate Format - The Exchange and the Clearing Services Provider shall determine electronic fields which are required to be completed in connection with an electronic shipping certificate.

The electronic shipping certificate obligates the shipper, for value received and receipt of the certificate properly endorsed, and subject to a lien for payment of premium charges, to deliver the specified quantity of Soybean Meal conforming to the standards of the Exchange, and to ship such Soybean Meal in accordance with orders of the lawful owner of the certificate and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by rail or truck according to the registered loading capability of the shipper.

Delivery of the electronic shipping certificate to the issuer by the owner of the certificate, for the purpose of shipment of Soybean Meal, is conditioned upon loading of Soybean Meal in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and premium charges due which the owner of the certificate agrees to honor upon presentation. (12/01/03)

1246.01 Date of Delivery - Delivery of Soybean Meal Shipping Certificates may be made by the Seller upon any permissible delivery day of the delivery month but no later than the second business day following the last day of trading in a delivery month. 2072 (09/01/94)

1247.00 Delivery Notice - (See 1047.00) (09/01/94)

1247.01 Delivery Notices - (See 1047.01) (09/01/94)

1248.00 Method of Delivery - (See 1048.00) (09/01/94)

1249.00 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (09/01/94)

1249.01 Time of Issuance of Delivery Notice - (See 1049.01) (02/01/03)

1249.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (09/01/94)

1249.03 Sellers' Invoice to Buyers - (See 1049.03) (09/01/94)

1249.04 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firm's settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the day of delivery, except on bank holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

1250.00 Duties of Members - (See 1050.00) (09/01/94)

1250.01 Failure to Deliver - (See 1050.01) (12/01/03)

1251.01 Office Deliveries Prohibited - No office deliveries of soybean meal shipping certificates may be made by clearing members. Where a futures commission merchant as a clearing member has an interest in both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 2064 (12/01/03)

1254.00 Failure to Accept Delivery - (See 1054.00) (09/01/94)

1254.01 Failure to Accept Delivery - (See 1054.01) (12/01/03)

1256.01 Premium Charges - No Soybean Meal Shipping Certificates shall be valid for delivery on future contracts unless the premium charges shall have been paid up to and including the 18th day of the preceding month and such payment endorsed on the Soybean Meal Shipping Certificate unless registration is at a later date. Unpaid accumulated premium charges shall be allowed and credited to the Buyer by the Seller to and including the date of delivery.

If premium charges are not paid on-time up to and including the 18/th/ calendar day preceding the delivery months of March and September and by the first calendar day of each of these delivery months, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated premium charges multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid, all multiplied by the number of calendar days that premium is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank, and the Northern Trust Company.

The premium charges on Soybean Meal for delivery shall not exceed 7 cents per ton per day. 2068 (06/01/01)

1256.03 Payment of Fees - All outloading fees, including weighing, to load Soybean Meal into railroad car, are to be paid by issuer of Soybean Meal Shipping Certificate. 2075 (09/01/94)

Ch12 Regularity of Issuers of Shipping Certificates
1290.01 Loading and Shipment of Meal Against Soybean Meal Shipping Certificates -

(a) The operator of a shipping plant issuing Soybean Meal Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not in excess of 15 times its registered total daily rate of loading plus the amount of meal or flakes in store (not limited to meal meeting minimum contract standards). All such meal or flakes in store must be stored in facilities for which the capacity has been registered with the Board of Trade and which have been inspected by the Registrar. The shipper shall register his total daily rate of loading covered hopper cars at not less than 40% nor more than 100% of his maximum 24 hour soybean meal production capacity. Each plant must be regular for a minimum total daily rate of loading of 200 tons per day.

(b) Each regular plant must also register a daily rate of loading for truck. The daily rate of loading for truck must be registered at not less than 40% of the registered total daily rate of loading for the plant.

(c) Each regular plant shall be required to load-out soybean meal against cancelled Shipping Certificates at a daily rate equivalent to the greater of either its registered total daily rate of loading, or 1/21st of the total amount of soybean meal represented by Shipping Certificates issued by the plant but not yet loaded.

(d) Each regular plant shall be required to load covered hopper cars against Shipping Certificates at a rate not greater than that established in paragraph (c), and trucks at a rate not greater than that determined by multiplying the rate established in paragraph (c) by the share of the registered total daily rate of loading registered by the plant as its daily rate of loading for truck. However, on days when rail and truck loading against Shipping Certificates takes place concurrently, the required daily rate of loading into each conveyance shall be determined by prorating the rate established in paragraph (c).

(e) The shipper shall assess a premium charge of 7 cents per ton per calendar day for each day a Soybean Meal Shipping Certificate is outstanding starting the day after the date of registration by the Registrar. When rail loading orders specify shipment within four business days the premium charge shall continue through the business day following the receipt of loading orders. Otherwise, the premium charge shall continue through the day of rail loading. "Business days" are those on which the Exchange is open for trading Soybean Meal. In the case of shipment by truck, the premium charge shall continue through the day of loading.

(f) The shipper shall maintain, in the immediate vicinity of the Exchange, either an office, or a duly authorized representative or agent approved by the Exchange, where owners of Shipping Certificates may pay premium charges, surrender properly endorsed Shipping Certificates for cancellation and file loading orders and shipping instructions.

(g) Rail Loading Procedures

(1) The owner requesting rail load-out will furnish written rail loading orders and shipping instructions to the shipper by the close of business on the first business day following the date of cancellation of the Shipping Certificates in the Registrar's office. The loading orders shall specify if rail equipment will be the owner's (including leased cars) or shall specify the owner's election as to the type and size of covered hopper car to be ordered by the shipper. The shipper will load covered hopper cars with a capacity of 75 tons or larger. Loadings will be in bulk, and shipments will be subject to the existing freight tariff Rules and Regulations of the railroads on file with the Interstate Commerce Commission at the time of loading. The shipper is responsible for loading suitable railroad owned or leased cars or owner's cars (including leased cars) which are available for loading at the facility. Owner and shipper will cooperate to ensure timely placement and loading of rail equipment or alternate shipping modes.

(2) All loading orders and shipping instructions received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day. Loading against all rail loading orders dated on a given business day shall be

completed before loading begins on any rail loading orders dated on a subsequent business day subject to the provisions of subparagraph 4 of this paragraph.

(3) When rail loading orders and shipping instructions are received by 2:00 p.m. of any given business day, the shipper will advise the owner by 10:00 a.m. the following business day of loading dates and tonnage due. Notification will be by telephone, telex or telefax.

(4) When a shipper has received one or more rail loading orders and shipping instructions, he shall begin loading against them within 4 business days following their receipt, unless the owner requests a deferred loading date in his loading orders. When loadings against rail loading orders cannot be completed on the fourth following business day of their receipt, the shipper shall continue loading against such loading orders on each calendar day thereafter. Shipping instructions are to be provided to the Shipper by the owner 2 business days before loading is to begin. The shipper shall load at the rate specified in paragraph (d) of this Regulation.

(5) When loading against rail loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day cannot be completed by the fourth following business day, the shipper shall allocate daily loadings against such loading orders as equitably as possible on a pro-rata basis. Starting of loading against small orders may be delayed until the first day when pro-ration entitles such an order to an allocation of a full car, but in such a case loading of the last car against the order shall be accelerated by the same number of days as loading of the first car was delayed.

(6) The shipper shall load cars at the shipping plant designated in the Shipping Certificate. If it becomes impossible to load at the designated shipping plant because of an Act of God, fire, flood, wind, explosion, war, embargo, civil commotion, sabotage, law, act of government, labor difficulties or unavoidable mechanical breakdown, the shipper will arrange for covered hopper cars to be loaded at another regular shipping plant in conformance with the Shipping Certificate and will compensate the owner for any transportation loss resulting from the change in the location of the shipping plant. If the aforementioned condition of impossibility prevails at a majority of regular shipping plants, then shipment may be delayed for the number of days that such impossibility prevails at a majority of regular shipping plants.

(7) Rail loading orders involving one or more Shipping Certificates shall be considered as one lot. The minimum amount shipped against each loading order shall be the number of Shipping Certificates specified therein times 100 tons. A tolerance of 5 tons over the total may be shipped to be settled at the market price at the time of shipment of the last car of the order.

(8) Rail cars must be loaded to "full visible capacity" unless tonnage on cancelled shipping certificates does not cover rail car capacity.

(9) The owner will be responsible for whatever demurrage costs that are involved in loading multiple car or trainload shipments. All demurrage charges must be substantiated with a citation of car numbers loaded against cancelled Shipping Certificates either by proper notations on the shipper's average demurrage agreement with the carrier or actual demurrage bills rendered against cars shipped. 2078

(h) Truck Loading Procedures

(1) The owner requesting truck load-out shall furnish written loading orders and shipping instructions to the shipper by the close of business on the first business day following the date of cancellation of Shipping Certificates in the Registrar's Office. The owner shall supply the trucks. Open-top trucks with a minimum capacity of 20 tons must be provided. No vans or trucks with porthole loading shall be acceptable. Owner and shipper shall cooperate to ensure timely placement and loading of truck equipment.

(2) All truck loading orders and shipping instructions received prior to 2:00 p.m on any given business day shall be considered dated that day and shall be entitled to equal treatment. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

(3) When truck loading orders and shipping instructions are received by 2:00 p.m. on any given business day, the shipper will advise the owner of loading dates and tonnage due by 10:00 a.m. the next business day. Notification will be by telephone, telex or telefax.

(4) The shipper shall begin loading against truck loading orders and shipping instructions on the fourth business day after their receipt. The shipper shall load at the rate specified in paragraph (d) of this Regulation.

(5) Truck loading shall occur during normal truck loading hours, as declared in the plant's application for regularity, and on normal business days. "Normal business days" shall be those on which the Exchange is open for trading Soybean Meal futures.

(6) A premium of $3.50/ton shall be applied to all shipments of meal loaded out by truck and shall be payable when shipping orders are filed.

(7) The owner shall present his trucks for loading at the shipping plant designated in the Shipping Certificate by 12:00 noon on the scheduled loading day. If trucks arrive by 12:00 noon, the shipper shall load the same day or be subject to the penalties and procedures specified in subparagraphs (10) and (11) of this paragraph (Truck Loading Procedures). If trucks arrive after 12:00 noon, the shipper shall be under no obligation to load and the owner shall be subject to the penalties and procedures specified in subparagraphs (8) and (9) of this paragraph.

(8) If the owner fails to present his trucks on time on the scheduled loading day, he shall be subject to a grace period until 12:00 noon the next business day and shall not be liable for a penalty up to that time. If the owner fails to present his trucks by 12:00 noon of the business day following the scheduled loading day, he shall be liable for a penalty of $4/ton/day for all meal not loaded out as scheduled.

(9) If, for any reason, the owner is unable to present his trucks for three consecutive normal business days, beginning with the originally scheduled loading day, the shipper may at his election:

i) Load the meal into rail cars for the owner and inform him of rail car numbers, or

ii) Reissue a Shipping Certificate to the owner. If a Shipping Certificate is reissued, the premium charge specified in paragraph (e) of this Regulation shall be assessed retroactively, beginning the day after the business day following the receipt of loading orders.

In these cases the owner is liable for the penalty specified in subparagraph (8) of this paragraph, if any, for two business days. The truck loading premium specified in subparagraph (6) of this paragraph shall be credited against any penalties due or refunded in full if there are no penalties due. If shipper elects either of these options he must promptly notify the owner.

(10) If the shipper fails to load the owner's trucks by 12:00 midnight on the scheduled loading day he shall be subject to a grace period until the next business day and shall not be subject to a penalty up to that time. If the shipper fails to load the owner's truck by 12:00 midnight of the business day following the scheduled loading day, he shall be liable for a penalty of $4/ton/day for all meal not loaded out as scheduled.

(11) If, for any reason, the shipper is unable to load the owner's trucks for three consecutive normal business days, beginning with the originally scheduled loading day, the shipper shall, with the owner's consent, make the meal available for truck load-out on the third day at another regular plant, in conformance with the Shipping Certificate, and will compensate the owner for any transportation loss resulting from the change in the location of the shipping plant.

(12) A tolerance of five tons over the total truck shipment may be loaded and settled at the market price at the time the last truck is loaded.

(i) Change of Election for Mode of Load-Out Due to Unavailability of Rail Cars

The owner may elect to amend rail loading orders to load-out by truck in the event of rail car unavailability. Rail loading orders amended in this manner shall be entitled to equal treatment. A premium of $3.50/ton shall be applied to all shipments of meal loaded-out by truck and shall be payable on the day loading orders were amended to specify the owner's election for load-out by truck.

(j) Certification of Soybean Meal - Effective September 1, 1992 and upon written request by a taker of delivery at the time loading orders are submitted for the delivery of soybean meal against canceled shipping certificates, the shipper shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the soybean meal is produced from soybeans of U.S. origin only. Shipping certificates issued prior to September 1, 1992 will be deliverable against futures contracts beginning September 1992 only if the regular shipper provides certification on the shipping certificate that the U.S. origin-only option is available to the

taker of delivery of soybean meal. (05/01/95)

1291.01 Conditions of Regularity - Shipping plants may be declared regular for the delivery of Soybean Meal with the approval of the Exchange. Persons operating Soybean Meal shipping plants who desire to have such plants made regular for delivery of Soybean Meal under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two year term beginning the following July 1, and at any time during a current term for the balance of that term. Regular Soybean Meal shipping plants that desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating soybean meal shipping plants who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding certificates at the facility is equal to or less than 15 times the requested rate of loading plus the amount of meal or flakes in store, whichever is later. Persons operating soybean meal shipping plants who wish to have their regular capacity space decreased shall file with the Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted by the Exchange. Applications for renewal of regularity must be made prior to May 1 of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary. The following shall constitute the minimum requirements and conditions of regularity for Soybean Meal shipping plants:

1. The plant of the shipper making application shall be inspected by the Exchange

2. Such shipping plant shall be connected by railroad tracks with one or more railway lines.

3. The operator or manager of such shipping plant shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No shipping plant shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

4. Such shipping plant shall be provided with standard equipment and appliances for the convenient and expeditious shipping of Soybean Meal in bulk in the conveyances for which the plant is registered with the Exchange according to Regulation 1290.01 (a) and (b).

5. The operator or manager of such shipping plant shall comply with the system of registration of Soybean Meal Shipping Certificates for Soybean Meal to be shipped in satisfaction of deliveries on futures contracts.

6. No shipper shall engage in any unethical or inequitable practice or fail to comply with any law.

   Federal or State, or any rule or regulation promulgated thereunder.

7. The shipper shall make such reports, keep such records, and permit such processing plant visitations as the Secretary of Agriculture may prescribe, and shall comply with all applicable Rules and Regulations and orders promulgated by the Secretary of Agriculture or the Commodity Futures Trading Commission, and shall comply with all requirements made by the Exchange because of such Rules and Regulations or orders.

8. The plant must not have been continuously out of operation for the two consecutive years prior to application for regularity or renewal thereof.

9. The operator or manager of such shipping plant shall accord every facility to the Exchange for the examination of the facility and the stocks of soybean meal which may be on hand at any time. Such examination may be made at any time.

10. Soybean Meal inventory which is covered by shipping certificates tendered for delivery shall be insured against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Exchange. The shipper shall furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected.

11. The operator or manager of such shipping plant shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a shipping plant's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

12. The operator or manager of such shipping plant shall consent to the disciplinary jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the shipping plant was regular.

13. The Exchange may determine not to approve shipping plants for regularity or increases in regular capacity of existing regular

shipping plants, in its sole discretion, regardless of whether such shipping plants meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether shipping certificates issued by such shipping plants, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Meal futures contracts or impair the efficacy of futures trading in Soybean Meal, or whether the currently approved regular capacity provides for an adequate deliverable supple. 2077 (01/01/04)

1294.01 Revocation, Expiration or Withdrawal of Regularity - Any regular shipper may be declared irregular at any time if he fails to carry out the duties of delivery by Soybean Meal Shipping Certificate as prescribed by these Regulations or violate any conditions of regularity. If designation of a shipper as regular shall be revoked, the Exchange shall announce such revocation on the bulletin board of the Exchange and also the period of time, if any, during which the Soybean Meal Shipping Certificates issued by such shipper shall thereafter be deliverable in satisfaction of futures contracts in Soybean Meal under the Rules and Regulations.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment of the properties where regularity is not reissued, holders of outstanding shipping certificates shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding shipping certificate chooses not to take load-out during this period, the facility must provide him with another shipping certificate at another, mutually acceptable regular shipping plant, with adjustments for differences in contract differentials. Alternatively, if such shipping certificate is unavailable, the facility must provide the holder with an equivalent quantity and quality of the soybean meal designated in the shipping certificate at a mutually acceptable location. 2079 (09/01/94)

1295.01 Application for Declaration of Regularity - All applications by operators of shipping plants for a Declaration of Regularity under Regulation 1291.01 shall be on the following form:

SHIPPER'S APPLICATION FOR A DECLARATION OF REGULARITY FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY OF SOYBEAN MEAL

_____, 20____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
Chicago, Illinois

_____ (hereinafter called Shipper), owner/lessee* of a soybean
(Shipper Name) (Circle One)

processing facility located at _____
(Address, City, State, Zip)

in the following territory, (Please indicate which territory you are applying for.)

Central Territory _____

Mid South Territory _____

Eastern Iowa Territory _____

Northeast Territory _____

Missouri Territory _____

Northern Territory _____

hereby submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Shipping Certificates for the delivery of Soybean Meal upon contracts for future delivery for a period beginning on July 1, 20__ and ending on June 30, 20__.

The soybean processing facility has a maximum 24 hour crushing capacity of _____bushels of Soybeans per day multiplied by the factor 0.022 for a maximum 24 hour production capacity of _____ tons of Soybean Meal per day, has a storage capacity of _____ tons of Soybean Meal, is licensed/not licensed by the State of _____, and will have _____ tons as its registered total daily rate of loading (not less than 40% nor more than 100% of Shipper's maximum 24 hour soybean meal production capacity and a minimum of 200 tons per day). The daily rate of loading for trucks shall be at least _____ % (minimum 40%) of the Shipper's registered total daily rate of loading.

*Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other conditions specified in Regulation 1291.01 or duties specified in Regulation 1290.01, or any other relevant Rules and Regulations are not observed:

1. The Shipper must:

(1) submit bonds or letters of credit to the Exchange as it may require.

(2) not charge premium charges on Soybean Meal under obligation for shipment in excess of the premium charges defined in Regulation 1256.01.

(3) notify the Exchange immediately of any change in its capital

ownership, or any reduction in net worth of 20 percent or more from the level reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the shipping plant.

(4) make such reports, keep such records, and permit such shipping plant visitation as the Exchange or the Commodity Futures Trading Commission may require and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

(5) insure against the contingencies provided in a standard "All Risks" policy including earthquake), in such amounts as required by the Exchange.

(6) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/ every even year.

(7) if the Shipper leases the shipping plant or has entered into some form of service arrangement pursuant to which an agent or contractor performs the daily operations of the shipping plant, the Shipper remains responsible for compliance with all duties and conditions of regularity and shall be responsible for the conduct of its agents or contractors.

(8) notify the Exchange in writing immediately of any change in the maximum 24 hour crushing capacity of soybeans at the Soybean Meal shipping plant.

2. The Shipping Plant must be:

(1) subject to the prescribed examination and approval of the Exchange.

(2) connected by railroad tracks to one or more railway lines.

(3) equipped with standard equipment and appliances for the convenient and expeditious shipping of Soybean Meal in bulk.

3. The Shipping Plant and the Shipper must conform to the requirements of the Exchange as to location, accessibility and suitability as may be prescribed by the Rules and Regulations of the Exchange.

Agreements of the Shipper

The Shipper expressly agrees:

(1) that all Soybean Meal tendered in satisfaction of futures contracts will be weighed by an Official Weigher as outlined in Regulation 1239.01.

(2) that all Soybean Meal Shipping Certificates tendered in satisfaction of futures contracts will be registered with the Registrar of the Exchange.

(3) to abide by all of the Rules and Regulations of the Exchange relating to the shipping of Soybean Meal deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1290.01.

(4) to designate a clearing agent in Chicago authorized to act upon the Shipper's behalf in matters pertaining to Shipping Certificates.

(5) that the Exchange may revoke the Shipper's declaration of regularity, if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity, and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6, and to abide by and comply with the terms of any disciplinary decision imposed upon the Shipper or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(8) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Shipper was regular.

Please be advised that, pursuant to Regulation 1291.01(13), the Exchange may determine not to approve shipping plants for regularity or increases in regular capacity of existing regular shipping plants, in its sole discretion, regardless of whether such shipping plants meet the conditions of regularity specified in Regulation 1291.01. Some factors the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether shipping certificates issued by such shipping plants, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Meal futures contracts or impair the efficacy of futures trading in Soybean Meal, or whether the currently approved regular capacity provides for an adequate deliverable supply.

By: _____
(Name)

Title: _____

Date: _____

1296.01 Regular Shippers - (See Appendix 12A) (09/01/94)

Chapter 13
Oats Futures Options

Chapter 13
Oats Futures Options

Ch13 Trading Conditions

1301.00 Authority - (See Rule 2801.00.) (09/01/94)

1301.01 Application of Regulations - Transactions in put and call options on Oats futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on Oats futures contracts. (See Rule 490.00) (09/01/94)

1302.01 Nature of Oats Futures Put Options - The buyer of one (1) Oats futures put option may exercise his option at any time prior to expiration (subject to Regulation 1307.01), to assume a short position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Oats futures put option incurs the obligation of assuming a long position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (09/01/94)

1302.02 Nature of Oats Futures Call Options - The buyer of one (1) Oats futures call option may exercise his option at any time prior to expiration (subject to Regulation 1307.01), to assume a long position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Oats futures call option incurs the obligation of assuming a short position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (09/01/94)

1303.01 Trading Unit - One (1) Oats futures contract of a specified contract month on the Chicago Board of Trade 09/01/94)

1304.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per oat futures contract (i.e., 2.50, 2.55, 2.60, etc.) in integral multiples of ten (10) cents per bushel per Oat futures contract (i.e., 2.50, 2.60, 2.70, etc.) and in integral multiples of twenty (20) cents per bushel per Oat futures contract (i.e., 2.80, 3.00, 3.20, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Oat futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to insure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2 a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Oat futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Oat futures contract and the next five consecutive higher and the next five consecutive lower strikes. For examples, five-cent strike price intervals for the September 2001 contract would be added on June 25, which is the business day after the expiration of the July contract month.

   b Over time, new five-cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

1305.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

1306.01 Option Premium Basis - The premium for Oats futures options shall be in multiples of one-eighth (1-8) of one cent per bushel of a 5,000 bushel Oats futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (09/01/94)

1307.01 Exercise of Option - The buyer of an Oats futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

1307.02 Automatic Exercise - Notwithstanding the provisions of Regulation 1307.01 after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

1307.03 Correction to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

1308.01 Expiration of Option - Unexercised Oats futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

1309.01 Months Traded In - Trading may be conducted in the nearby Oats futures options contract month plus any succeeding months, provided however, that the Board or a Committee authorized by the Board may determine not to list a contract month. For options that are traded in months in which Oats futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

1310.01 Trading Hours - The hours of trading of options on Oats futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Oats futures contract, subject to the provisions of the second paragraph in Rule 1007.00. On the last day of trading in an expiring option, the expiring Oats futures options shall be closed with a public call, made strike price by strike price, conducted by such persons as the Regulatory Compliance Committee shall direct. Oats futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Committee shall direct. (03/01/00)

1311.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

1312.01 Margin Requirements - (See Regulation 431.05) (09/01/94)

1313.01 Last Day of Trading - No trades in Oats futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Oats futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

1314.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in an Oats futures option at a premium of more than the trading limit for the Oats futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 14
CBOT 5,000 oz. Silver Futures

Chapter 14
CBOT 5,000 oz. Silver Futures

CH14 TRADING CONDITIONS

1401.01 Authority - Trading of Silver futures may be conducted under such terms and conditions as may be prescribed by the Rules and Regulations. (10/01/04)

1402.01 Application of Regulations - Transactions in Silver futures shall be subject to the general rules and regulations of the Exchange as far as applicable and shall also be subject to the rules and regulations contained in this chapter, which are exclusively applicable to trading in 5,000 oz. Silver futures contracts. (10/01/04)

1403.01 Unit of Trading - The unit of trading for Silver shall be five thousand troy ounces. Bids and offers may be accepted in lots of five thousand troy ounces or multiples thereof. (10/01/04)

1404.01 Months Traded In - Trading in Silver for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

1405.01 Price Basis - All prices of Silver shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of 10/100 of one cent per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

1406.01 Hours of Trading - The hours of trading for future delivery in Silver futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:25 p.m. (10/01/04)

1407.01 Last Day of Trading - No trades in Silver futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1408.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

1408.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1407.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

1409.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (10/01/04)

1410.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/04)

1411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/04)

1436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be refined Silver in a bar cast in a basic weight of either 1,000 troy ounces or 1,100 troy ounces (each bar may vary no more than 6% more or less); assaying not less than 999 fineness; and made up of one of the brands and markings officially listed by the Exchange as provided in Regulation 1440.01, current at the date of delivery of such silver. (10/01/04)

1440.01 Brands and Markings of Silver - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of silver bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/04)

1440.02 Withdrawal of Approval of Silver Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any silver bars bearing a brand or marking on the official list depreciates below 999 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a silver fineness of not less than 999, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/04)

1440.03 Approved Brands - (See Appendix 14A) (10/01/04)

1440.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all silver must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If silver, is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any silver bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

1440.05 Refiners, Vaults, and Assayers - Exchange approved refiners, vaults, and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

1440.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of silver and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for silver may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/04)

1441.01 Delivery Points - Silver located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/04)

1442.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts, the vault receipt must be issued in accordance with the requirements under Regulation 1436.01 and Appendix 14A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on silver futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of silver. Silver in bars must come to the

regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery. By the tender of a vault receipt for silver duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the silver shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the silver, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the silver must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the silver. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior silver in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

1443.01 Deposit of Silver with Vaults - Silver in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/04)

1443.02 Issuance of Vault Receipts - After the silver has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number.

Where a clearing member of the Exchange delivers silver in bars on an Exchange contract, but did not order such silver into a regular vault, the clearing member shall, for the purposes of Regulation 1442.01, be deemed the original endorser of the vault receipt, and shall warrant to his transferee and each subsequent transferee that such silver was delivered to the regular vault under the terms of Regulation 1442.01. (10/01/04)

1446.01 Date of Delivery - Where Silver is sold for delivery in a specified month, delivery of such silver may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/04)

1447.01 Delivery Notices - (See 1047.01) (10/01/04)

1448.01 Method of Delivery - (See 1048.01) (10/01/04)

1449.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/04)

1449.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/04)

1449.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

1449.04 Payment - Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

1450.00 Duties of Members - (See 1050.00) (10/01/04)

1450.01 Failure to Deliver - (See 1050.01) (10/01/04)

1451.01 Office Deliveries Prohibited - (See 1051.01) (10/01/04)

1454.00 Failure to Accept Delivery - (See 1054.00) (10/01/04)

1454.01 Failure to Accept Delivery - (See 1054.01) (10/01/04)

1456.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/04)

CH14 REGULARITY OF VAULTS

1480.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Silver for delivery on Chicago Board of Trade contracts, provided such Silver is ordered into the vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Silver in storage in balance with Silver represented by its outstanding vault receipts. (10/01/04)

1481.01 Conditions of Regularity - Silver may be delivered against a Silver contract from any vault designated by the Exchange specifically for the storage of silver, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Silver and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Silver received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Silver. The Exchange shall have the authority to employ experts to determine the quantity and quality of Silver in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Silver futures contracts or impair the efficacy of futures trading in Silver, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

1484.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be

irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Silver under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation or expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

1486.01 Regular Vaults - (See Appendix 14B) (10/01/04)

Chapter m14

mini-sized Silver Futures

Chapter m14
mini-sized Silver Futures

Chm14 Trading Conditions

m1401.00 Authority - Trading of mini-sized Silver futures may be conducted under such terms and conditions as may be prescribed by Regulation. (09/01/03)

m1402.01 Application of Regulations - Futures transactions in mini-sized Silver futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Silver futures contracts. (06/01/04)

m1404.01 Unit of Trading - The unit of trading for mini-sized Silver shall be one thousand troy ounces. Bids and offers may be accepted in lots of one thousand troy ounces or multiples thereof. (10/01/04)

m1405.01 Months Traded In - Trading in mini-sized Silver for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

m1406.01 Price Basis - All prices of mini-sized Silver shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of 10/100 of one cent per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

m1407.01 Hours of Trading - The hours of trading for future delivery in mini-sized Silver futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:25 p.m. (10/01/04)

m1409.01 Last Day of Trading - No trades in mini-sized Silver futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation m1409.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

m1409.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation m1409.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

m1410.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (06/01/04)

m1411.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/01)

m1412.01 Position Limits and Reportable Positions - (See Regulation 425.01)
(10/01/01)

m1436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be refined Silver in a bar cast in a basic weight of either 1,000 troy ounces or 1,100 troy ounces (each bar may vary no more than 10% more or less); assaying not less than 999 fineness; and made up of one of the brands and markings officially listed by the Exchange as provided in Regulation m1440.01, current at the date of delivery of such silver. (10/01/01)

m1440.01 Brands and Markings of Silver - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of silver bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/01)

m1440.02 Withdrawal of Approval of Silver Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any silver bars bearing a brand or marking on the official list depreciates below 999 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a silver fineness of not less than 999, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/01)

m1440.03 Approved Brands - (See Appendix m14A) (10/01/01)

m1440.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all silver must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If silver is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any silver bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

m1440.05 Refiners, Vaults and Assayers - Exchange approved refiners, vaults and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

m1440.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of silver and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for silver may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/01)

m1441.01 Delivery Points - Silver located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/01)

m1442.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts, the vault receipt must be issued in accordance with the requirements under Regulation m1436.01 and Appendix m14A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on mini-sized silver futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of silver.

Silver in bars must come to the regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery.

By the tender of a vault receipt for silver duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the silver shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Pre-paid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the silver, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the silver must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the silver. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules and Regulations of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior silver in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

m1443.01 Deposit of Silver with Vaults - Silver in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/01)

m1443.02 Issuance of Vault Receipts - After the silver has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the

same letter or number.

Where a clearing member of the Exchange delivers silver in bars on an Exchange contract, but did not order such silver into a regular vault, the clearing member shall, for the purposes of Regulation m1442.01, be deemed the original endorser of the vault receipt, and shall warrant to his transferee and each subsequent transferee that such silver was delivered to the regular vault under the terms of Regulation m1442.01. (06/01/04)

m1444.01 Form of Warehouse Depository Receipt - The following form of warehouse depository receipt shall be used:

Board of Trade of the City of Chicago, Inc.

141 W. Jackson Blvd. . Chicago, IL 60604
(312) 435-3592

Original Negotiable Warehouse Depository Receipt

Date Issued: _____ No. _____

The issuer of this instrument will, upon notice and demand, deliver to: _____ or his or it order 1,000 troy ounces of silver contained in a bar conforming to the delivery specifications contained in the Rules and Regulations of the Board of Trade of the City of Chicago, Inc. Delivery shall be based upon identification markings appearing on said bar. The issuer has not ascertained, and is not responsible for, the authenticity or correctness of markings on, or content, weight or fineness of, said bar. Upon the return of this receipt, properly endorsed, to issuer, and payment of all storage charges pertaining to the silver represented, for which the Board of Trade of the City of Chicago, Inc. claims a lien, the silver will be transferred into the account of the bearer of this certificate.

Board of Trade of the City of Chicago, Inc.

By: _____
Authorized Signature

Notice: This receipt expires one year from date of issuance. Return to issuer prior to expiration for reissue or delivery. (10/01/04)

m1446.01 Date of Delivery - Where Silver is sold for delivery in a specified month, delivery of such silver may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/01)

m1447.01 Delivery Notices - (See 1047.01) (10/01/01)

m1448.01 Method of Delivery - (See 1048.01) (10/01/01)

m1449.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/01)

m1449.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/01)

m1449.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

m1449.04 Payment - Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/01)

m1450.00 Duties of Members - (See 1050.00) (10/01/01)

m1450.01 Failure to Deliver - (See 1050.01) (01/01/04)

m1451.01 Office Deliveries Prohibited - (See 1051.01) (10/01/01)

m1454.00 Failure to Accept Delivery - (See 1054.00) (10/01/01)

m1454.01 Failure to Accept Delivery - (See 1054.01) (01/01/04)

m1456.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/01)

Chm14 Regularity of Vaults

m1480.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Silver for delivery on Chicago Board of Trade contracts, provided such Silver is ordered into the Vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Silver in storage in balance with Silver represented by its outstanding vault receipts. (10/01/01)

m1481.01 Conditions of Regularity - Silver may be delivered against a Silver contract from any vault designated by the Exchange specifically for the storage of silver, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Silver and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Silver received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Silver. The Exchange shall have the authority to employ experts to determine the quantity and quality of Silver in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in it sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Silver futures contracts or impair the efficacy of futures trading in Silver, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

m1484.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Silver under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation, expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

m1486.01 Regular Vaults - (See Appendix m14B) (10/01/01)

Chapter 15
CBOT 100 oz. Gold Futures

Chapter 15
CBOT 100 oz. Gold Futures

CH15 TRADING CONDITIONS

1501.01 Authority - Trading of Gold futures may be conducted under such terms and conditions as may be prescribed by the Rules and Regulations. (10/01/04)

1502.01 Application of Regulations - Transactions in Gold futures shall be subject to the general rules and regulations of the Exchange as far as applicable and shall also be subject to the rules and regulations contained in this chapter, which are exclusively applicable to trading in 100 oz. Gold futures contracts. (10/01/04)

1504.01 Unit of Trading - The unit of trading for Gold shall be 100 fine troy ounces of Gold not less than 0.995 fine, cast either in one bar or in 3 one-kilogram bars. Bids and offers may be accepted in lots of 100 fine troy ounces or multiples thereof. (10/01/04)

1505.01 Months Traded In - Trading in Gold for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

1506.01 Price Basis - All prices of Gold shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of $0.10 (10 cents) per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

1507.01 Hours of Trading - The hours of trading for future delivery in Gold futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:30 p.m. (10/01/04)

1509.01 Last Day of Trading - No trades in Gold futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1509.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

1509.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1509.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

1510.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (10/01/04)

1511.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/04)

1512.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/04)

1536.01 Standards - Each futures contract shall be for 100 fine troy ounces of Gold no less than 995 fineness, cast either in one bar or in 3 one-kilogram bars.

Variations in the quantity of the delivery unit not in excess of five percent of 100 fine troy ounces shall be permitted.

In accordance with the accepted practices of the trade, each bar for good delivery must be of good appearance, easy to handle, and convenient to stack. The sides and bottom should be reasonably smooth and free from cavities and bubbles. The edges should be rounded and not sharp. Each bar, if not marked with the fineness and stamp of an approved refiner, assayer, or other certifying authority must be accompanied by a certificate issued by an approved refiner, assayer, or other certifying authority, stating the serial number of the bar(s), the weight, and the fineness. (10/01/04)

1540.01 Brands and Markings of Gold - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of Gold bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/04)

1540.02 Withdrawal of Approval of Gold Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any Gold bars bearing a brand or marking on the official list depreciates below 995 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a Gold fineness of not less than 995, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/04)

1540.03 Approved Brands - (See Appendix 15A) (10/01/04)

1540.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all Gold must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If Gold is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any Gold bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

1540.05 Refiners, Vaults, and Assayers - Exchange approved refiners, vaults, and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

1540.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of Gold and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for Gold may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/04)

1541.01 Delivery Points - Gold located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/04)

1542.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts,

the vault receipt must be issued in accordance with the requirements under Regulation 1536.01 and Appendix 15A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on Gold futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of Gold. Gold in bars must come to the regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery. By the tender of a vault receipt for Gold duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the Gold shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the Gold, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the Gold must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the Gold. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior Gold in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

1543.01 Deposit of Gold with Vaults - Gold in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/04)

1543.02 Issuance of Vault Receipts - After the Gold has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number. (10/01/04)

1546.01 Date of Delivery - Where Gold is sold for delivery in a specified month, delivery of such Gold may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/04)

1547.01 Delivery Notices - (See 1047.01) (10/01/04)

1548.01 Method of Delivery - (See 1048.01) (10/01/04)

1549.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/04)

1549.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/04)

1549.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

1549.04 Payment -. Payment shall be made on the basis of the number of fine troy ounces of Gold contained and delivered. The fine Gold content of a bar for good delivery is calculated to 0.001 of a troy ounce by multiplying the gross weight and fineness as listed on the vault receipt. Fineness in no case will be more than 0.9999.

Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

1550.00 Duties of Members - (See 1050.00) (10/01/04)

1550.01 Failure to Deliver - (See 1050.01) (10/01/04)

1551.01 Office Deliveries Prohibited - (See 1051.01) (10/01/04)

1554.00 Failure to Accept Delivery - (See 1054.00) (10/01/04)

1554.01 Failure to Accept Delivery - (See 1054.01) (10/01/04)

1556.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/04)

1580.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Gold for delivery on Chicago Board of Trade contracts, provided such Gold is ordered into the vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Gold in storage in balance with Gold represented by its outstanding vault receipts. (10/01/04)

1581.01 Conditions of Regularity - Gold may be delivered against a Gold contract from any vault designated by the Exchange specifically for the storage of Gold, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Gold and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Gold received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Gold. The Exchange shall have the authority to employ experts to determine the quantity and quality of Gold in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Gold futures contracts or impair the efficacy of futures trading in Gold, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

1584.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be

irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Gold under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation or expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

1586.01 Regular Vaults - (See Appendix 15B) (10/01/04)

Chapter m15
mini-sized Gold Futures

Chapter m15
mini-sized Gold Futures

Chm15 Trading Conditions

m1501.00 Authority - Trading of mini-sized Gold futures may be conducted under such terms and conditions as may be prescribed by Regulation. (09/01/03)

m1502.01 Application of Regulations - Futures transactions in mini-sized Gold futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Gold futures contracts. (06/01/04)

m1504.01 Unit of Trading - The unit of trading for mini-sized Gold shall be for 33.2 fine troy ounces of Gold not less than 0.995 fine contained in one bar. Bids and offers may be accepted in lots of 33.2 fine troy ounces or multiples thereof. (10/01/04)

m1505.01 Months Traded In - Trading in mini-sized Gold for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

m1506.01 Price Basis - All prices of mini-sized Gold shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of $0.10 (10 cents) per fine troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

m1507.01 Hours of Trading - The hours of trading for future delivery in mini-sized Gold futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:30 p.m. (10/01/04)

m1509.01 Last Day of Trading - No trades in mini-sized Gold futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation m1509.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

m1509.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation m1509.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

m1510.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (06/01/04)

m1511.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/01)

m1512.01 Position Limits and Reportable Positions - (See Regulation 425.01)
(10/01/01)

m1536.01 Standards - Each futures contract shall be for 33.2 fine troy ounces of Gold no less than 995 fineness contained in no more than one bar.

Variations in the quantity of the delivery unit not in excess of ten percent of 33.2 fine troy ounces shall be permitted.

In accordance with the accepted practices of the trade, each bar for good delivery must be of good appearance, easy to handle, and convenient to stack. The sides and bottom should be reasonably smooth and free from cavities and bubbles. The edges should be rounded and not sharp. Each bar, if not marked with the fineness and stamp of an approved refiner, assayer, or other certifying authority must be accompanied by a certificate issued by an approved refiner, assayer, or other certifying authority, stating the serial number of the bar(s), the weight, and the fineness. (10/01/01)

m1540.01 Brands and Markings of Gold - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of Gold bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/01)

m1540.02 Withdrawal of Approval of Gold Brands of Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any Gold bars bearing a brand or marking on the official list depreciates below 995 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a Gold fineness of not less than 995, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/01)

m1540.03 Approved Brands - (See Appendix m15A) (10/01/01)

m1540.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all Gold must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If Gold is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any Gold bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

m1540.05 Refiners, Vaults and Assayers - Exchange approved refiners, vaults and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

m1540.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of Gold and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for Gold may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/01)

m1541.01 Delivery Points - Gold located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/01)

m1542.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts,

the vault receipt must be issued in accordance with the requirements under Regulation m1536.01 and Appendix m15A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on mini-sized Gold futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of Gold. Gold in bars must come to the regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery.

By the tender of a vault receipt for Gold duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the Gold shown on the receipt.

Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of ninety days) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the Gold, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the Gold must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the Gold. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules and Regulations of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior Gold in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

m1543.01 Deposit of Gold With Vaults - Gold in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/01)

m1543.02 Issuance of Vault Receipts - After the Gold has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number. (06/01/04)

m1544.01 Form of Warehouse Depository Receipt - The following form of warehouse depository receipt shall be used:

Board of Trade of the City of Chicago, Inc.

141 W. Jackson Blvd. . Chicago, IL 60604
(312) 435-3592

Original Negotiable Warehouse Depository Receipt

Date Issued: _____ No. _____

The issuer of this instrument will, upon notice and demand, deliver to: _____ or his or its order 33.2 troy ounces of Gold contained in a bar conforming to the delivery specifications contained in the Rules and Regulations of the Board of Trade of the City of Chicago, Inc. Delivery shall be based upon identification markings appearing on said bar. The issuer has not ascertained, and is not responsible for, the authenticity or correctness of markings on, or content, weight or fineness of, said bar. Upon the return of this receipt, properly endorsed, to issuer, and payment of all storage charges pertaining to the Gold represented, for which the Board of Trade of the City of Chicago, Inc. claims a lien, the Gold will be transferred into the account of the bearer of this certificate.

Board of Trade of the City of Chicago, Inc.

By: _____
Authorized Signature

Notice: This receipt expires one year from date of issuance. Return to issuer prior to expiration for reissue or delivery. (10/01/04)

m1546.01 Date of Delivery - Where Gold is sold for delivery in a specified month, delivery of such Gold may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/01)

m1547.01 Delivery Notices - (See 1047.01) (10/01/01)

m1548.01 Method of Delivery - (See 1048.01) (10/01/01)

m1549.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/01)

m1549.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/01)

m1549.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

m1549.04 Payment - Payment shall be made on the basis of the number of fine troy ounces of Gold contained and delivered. The fine Gold content of a bar for good delivery is calculated to 0.001 of a troy ounce by multiplying the gross weight and fineness as listed on the vault receipt. Fineness in no case will be more than 0.9999.

Chm 15 Delivery Procedures

Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

m1550.00 Duties of Members - (See 1050.00) (10/01/01)

m1550.01 Failure to Deliver - (See 1050.01) (01/01/04)

m1551.01 Office Deliveries Prohibited - (See 1051.01) (10/01/01)

m1554.00 Failure to Accept Delivery - (See 1054.00) (10/01/01)

m1554.01 Failure to Accept Delivery - (See 1054.01) (01/01/04)

m1556.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/01)

Chm15 Regularity of Vaults

m1580.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Gold for delivery on Chicago Board of Trade contracts, provided such Gold is ordered into the Vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Gold in storage in balance with Gold represented by its outstanding vault receipts. (10/01/01)

m1581.01 Conditions of Regularity - Gold may be delivered against a Gold contract from any vault designated by the Exchange specifically for the storage of Gold, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Gold and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Gold received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Gold. The Exchange shall have the authority to employ experts to determine the quantity and quality of Gold in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults of regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Gold futures contracts or impair the efficacy of futures trading in Gold, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

m1584.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Gold under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation, expiration or withdrawal of regularity, to bear the expenses of the transfer of Gold under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

m1586.01 Regular Vaults - (See Appendix m15B) (10/01/01)

Chapter 18
U.S. Treasury Bonds

Chapter 18
U.S. Treasury Bonds

Ch18 Trading Conditions

1801.00 Authority - (See Rule 1701.00) (10/01/94)

1802.01 Application of Regulations - Futures transactions in long term U.S. Treasury bonds shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in long term U.S. Treasury bonds. 3000 (09/01/00)

1804.01 Unit of Trading - The unit of trading shall be United States Treasury bonds having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. 3002 (10/01/94)

1805.01 Months Traded In - Trading in long-term U.S. Treasury bonds may be scheduled in such months as determined by the Exchange. (03/01/00)

1806.01 Price Basis - Minimum price fluctuations shall be in multiples of one thirty-second (1/32) point per 100 points ($31.25 per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one-thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. 3004 (02/01/01)

1807.01 Hours of Trading - The hours of trading for future delivery in U.S. Treasury Bonds shall be determined by the Board. On the last day of the trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. 3007 (10/01/94)

1809.01 Last Day of Trading - No trades in long term U.S. Treasury bond futures deliverable in the current month shall be made during the last seven business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1809.02 after trading in such contracts has ceased. 3008 (10/01/94)

1809.02 Liquidation in the Last Seven Days of the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1809.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury bonds (Regulation 1842.01) or by mutual agreement by means of a bona fide exchange of such current futures for the actual long term U.S. Treasury bonds or comparable instruments, or by mutual agreement by means of a bonafide exchange of such futures for, or in connection with, a swap transaction (per Regulation 444.01). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. 3009 (03/01/04)

1810.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

1812.01 Position Limits and Reportable Positions - (See 425.01) (10/01/94)

Ch18 Delivery Procedures

1836.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be long term U.S. Treasury bonds which if callable are not callable for at least 15 years or if not callable have a maturity of at least 15 years. All bonds delivered against a contract must be of the same issue. For settlement, the time to maturity (time to call if callable) of a given issue is calculated in complete three month increments (i.e. 15 years and 5 months = 15 years and 1 quarter) from the first day of the delivery month. The price at which a bond with this time to maturity (time to call if callable) and with the same coupon rate as this issue will yield 6% according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied times the settlement price to arrive at the amount which the short invoices the long.

U.S. Treasury Bonds deliverable against futures contracts under these regulations must have semi-annual coupon payments.

Interest accrued on the bonds shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of long term U.S. Treasury bonds which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. The Board shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. 3001 (03/01/00)

1842.01 Deliveries on Futures Contracts - Deliveries against long term U.S. Treasury bond futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 1880.01) in accordance with Department of the Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time) on delivery day, or by such other time designated by the Exchange. The short Clearing Member must have contract grade U.S. Treasury bonds in place at his bank in acceptable (to his bank) delivery form no later than 10:00 a.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. The short Clearing Member must notify his bank (Regulation 1880.01) to transfer contract grade U.S. Treasury bonds by book-entry to the long Clearing Member's account at the long Clearing Member's bank on a delivery versus payment basis. That is, payment shall not be made until the bonds are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such other time designated by the Exchange, and notify his bank (Regulation 1880.01) to accept contract grade U.S. Treasury bonds and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 1880.01) in payment for delivery of the bonds. Contract grade U.S. Treasury bonds must be transferred and payment must be made before 1:00 p.m. (Chicago time) on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. 3011 (01/01/04)

1842.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire or bank access to it is operable. Interest shall accrue to the long paid by the short beginning on the day on which the bonds were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 1842.01 and 1849.04 and that all other provisions of Regulations 1842.01 and 1849.04 have been complied with. 3014 (10/01/94)

1846.01 Date of Delivery - Delivery of U.S. Treasury bonds may be made by the short upon any

permissible delivery day of the delivery month the short may select. Delivery of U.S. Treasury bonds must be made no later th an the last business day of that month. 3012 (10/01/94)

1847.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

1848.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

1849.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

1849.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

1849.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers, describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

1849.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery except on banking holidays when delivery must be taken and payment made before 9:30 a.m. the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing House shall be made with the Clearing House in accordance with its By-laws and Resolutions. 3013 (10/01/94)

1849.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing Member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

1850.00 Duties of Members - (See Rule 1050.00) (10/01/94)

1850.01 Failure to Deliver - (See Regulation 1050.01 (01/01/04)

1851.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

1854.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)

1854.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

1880.01 Banks - For purposes of these regulations relating to trading in long term U.S. Treasury bonds, the word "Bank" (Regulation 1842.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus and undivided earnings) in excess of one hundred million dollars ($100,000,000). 3015 (10/01/94)

Chapter m18
CBOT mini-sized U.S. Treasury Bonds

Chapter m18
CBOT mini-sized U.S. Treasury Bonds

Chm18 Trading Conditions

m1801.01 Authority - Trading in mini-sized long term U.S. Treasury bond futures may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/01)

m1802.01 Application of Regulations - Futures transactions in mini-sized long term U.S. Treasury bonds shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized long term U.S. Treasury bonds. (10/01/01)

m1803.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

m1804.01 Unit of Trading - The unit of trading shall be United States Treasury bonds having a face value at maturity of fifty thousand dollars ($50,000) or multiples thereof. (10/01/01)

m1805.01 Months Traded In - (See Regulation 1805.01) (10/01/01)

m1806.01 Price Basis - Minimum price fluctuations shall be in multiples of one thirty-second (1/32) point per 100 points ($15.625 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/01)

m1807.01 Hours of Trading - The hours of trading for future delivery in mini-sized U.S. Treasury Bonds shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of Regulation 9B.02. (11/01/01)

m1809.01 Last Day of Trading - (See Regulation 1809.01) (10/01/01)

m1809.02 Liquidation in the Last Seven Days of the Delivery Month - (See Regulation 1809.02) (10/01/01)

m1810.01 Margin Requirements - (See Regulation 431.03) (10/01/01)

m1812.01 Position Limits and Reportable Positions - (See 425.01 and 425.09) (10/01/01)

Chm18 Delivery Procedures

m1836.01 Standards - (See Regulation 1836.01) (10/01/01)

m1842.01 Deliveries on Futures Contracts - (See Regulation 1842.01) (10/01/01)

m1842.02 Wire Failure - (See Regulation 1842.02) (10/01/01)

m1846.01 Date of Delivery -(See Regulation 1846.01) (10/01/01)

m1847.01 Delivery Notices - (See Regulation 1047.01) (10/01/01)

m1848.01 Method of Delivery - (See Regulation 1048.01) (10/01/01)

m1849.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/01)

m1849.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/01)

m1849.03 Seller's Invoice to Buyers - (See Regulation 1849.03) (10/01/01)

m1849.04 Payment - (See Regulation 1849.04) (10/01/01)

m1849.05 Buyers Banking Notification - (See Regulation 1849.05) (10/01/01)

m1850.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

m1854.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/01)

m1854.01 Failure to Accept Delivery - (See Regulation 1054.01)(01/01/04)

Chm18 Regularity of Banks

m1880.01 Banks - (See Regulation 1880.01) (10/01/01)

Chapter 19

10-Year Municipal Note Index Futures

Chapter 19

10-Year Municipal Note Index Futures

Ch19 Trading Conditions

1901.01 Authority - (See Rule 1701.00) (11/01/02)

1902.01 Application of Regulations - Futures transactions in CBOT(r) 10-Year Municipal Note Index (the "Index") contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Index futures contracts. (11/01/02)

1904.01 Unit of Trading - The unit of trading shall be $1,000.00 times the Index. (11/01/02)

1905.01 Months Traded - Trading in Index futures contracts may be scheduled in such months as determined by the Exchange. (11/01/02)

1906.01 Price Basis - The price of Index futures contracts shall be quoted in points. One point equals $1,000.00. The minimum price fluctuation shall be 1/32 of one point or thirty-one dollars and twenty-five cents ($31.25) per contract. Contracts shall not be made on any other price basis. (11/01/02)

1907.01 Hours of Trading - The hours of trading for future delivery in Index futures contracts shall be determined by the Board. On the last day of trading in an expiring futures contract, the closing time for such future shall be 2:00 p.m. Chicago time (3:00 p.m. New York time) subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (11/01/02)

1909.01 Last Day of Trading - No trades in Index futures contracts deliverable in the current delivery month shall be made during the last seven business days of that month. If on the last day of trading FT Interactive Data Corporation does not publish a closing Index value, the last day of trading shall be the next business day for which a closing Index value is published. (11/01/02)

1909.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 1909.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 1942.01. (11/01/02)

1910.01 Margin Requirements - (See Regulation 431.03). (11/01/02)

1912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (11/01/02)

1936.01 Standards - The contract grade shall be $1,000.00 times the closing value of the Index on the last day of trading. The Index shall be composed and determined by the Exchange in accordance with the criteria set forth in Regulation 1950.01. The closing value of the Index shall be determined by FT Interactive Data Corporation. (11/01/02)

1942.01 Delivery on Futures Contracts - Delivery against Index futures contracts shall be made through the Clearing Services Provider. Delivery under these regulations shall be accomplished by cash settlement as hereinafter provided.

After trading ceases on the last day of trading, the Clearing Services Provider shall advise clearing members holding open positions in current month Index futures contracts of the closing value of the Index on the last day of trading. Clearing members shall make and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures. The settlement price on the last day of trading is equal to $1,000.00 times the closing value of the Index on the last day of trading.

The final settlement value of the Index on the last day of trading shall be determined as follows:

Final Settlement Value = 100 * [5 / r + (1 - 5 / r) *(1 + r / 200)/-20/]

where r represents the simple average yield-to-worst of the component bonds in the Index for the last day of trading, expressed in percent terms. For example, if the simple average yield-to-worst for the last day of trading is five and one quarter percent, then r is equal to 5.25.

The contract expiration price shall be the final settlement value, so determined, rounded to the nearest one thirty-second of a point.

Example: Suppose the simple average yield-to-worst on the last day of trading is 5.50. The final settlement value will be 96.19318. To render this in terms of price point and thirty-seconds of price points, note that it is between 99-7/32nds and 99-6/32nds (where each price point equals $1,000.00):

99-7/32nds	=	96.21875
Final Settlement Value	=	96.19318
99-6/32nds	=	96.18750

The final settlement value is nearer to 99-6/32nds. Thus, the contract expiration price is obtained by rounding down to 99-6/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent thirty-seconds of a price point, the contract expiration price will be obtained by rounding up to the nearest thirty-second of a point.

On the last day of trading, open contracts will be marked to market based on the closing futures price. A final mark to market will be made on the day the contract expiration price is determined. (12/01/03)

1947.01 Payment - (See Regulation 1049.04) (11/01/02)

1950.01 Index Composition - The Index shall be constructed by the Exchange in accordance with the following criteria:

(a) General Index Composition-The Index, at all times, shall be composed of no fewer than 100 but no more than 250 municipal bonds that are generally exempt from federal income taxation, including those generally exempt issues whose interest payments may be subject to an alternative minimum tax. The Exchange, in its discretion, may include bonds which meet the following criteria:

1. Size - Each bond shall have a principal value that is equal to or greater than $50 million and shall be a component tranche of a municipal issuance that has a deal size that is equal to or greater than $200 million.

2. Rating - Each bond shall carry an insured or underlying trading of AAA by Standard and Poor's Corporation (S&P) and Aaa by Moody's Investors Service (MIS) upon initial inclusion in the Index. Bonds that fall below an insured or underlying rating of A- by S&P or A3 by MIS or both shall be deleted from the Index immediately.

3. Maturity - Each bond shall have a remaining maturity that is not less than 10 years or more than 40 years from the first calendar day of the corresponding futures contract month.

4. Call Provisions - Each bond may or may not be callable. If callable, the first call date shall be not less than 7 years from the first calendar day of the corresponding futures contract month.

5. Par Issue - Each bond must have a price that is equal to or greater than 90 at its issuance date to be eligible for inclusion in the Index.

6. Private Placements - A bond that is issued as a private placement is not eligible for inclusion in the Index.

7. Coupon - Each bond shall pay semi-annual interest at a fixed coupon rate that is not less than three percent per annum or greater than nine percent per annum.

8. Issuer Limit - No more than five percent of the number of bonds in the Index shall be from the same issuer. A bond shall be deemed to have been issued by the same issuer if such bond has the same nominal and generic security, that is, the same ultimate source of payment for debt service, of another bond in the Index. A first or second lien bond of the same generic security shall be defined as having been issued by the same issuer.

9. State Limit - No more than fifteen percent of the number of bonds in the Index shall be from within the jurisdictions of the same state, Puerto Rico. or other territorial jurisdictions.

10. Insurance Limit - Each bond may or may not be insured. No more than 40 percent of the number of bonds in the Index shall be insured by Ambac Indemnity Corporation, Financial Guaranty Insurance Corporation, Financial Security Assurance, MBIA Insurance Corporation.

(b) Index Pricing - FI Interactive Data Corporation shall compute the closing value of the Index each day the municipal bond cash market is open using the following procedures:

1. Component Bond Pricing - FT Interactive Data Corporation shall price each component bond in the Index daily. The price of each component bond shall be defined as FT Interactive Data Corporation's fair market value estimation.

   With the exception of the last trading day in the current contract expiration, FT Interactive Data Corporation shall price each component bond:

   - at 3:00 p.m. Chicago time (4:00 p.m. New York time)when the underlying cash market is open for normal trading hours and is therefore not subject to an early scheduled halt in cash market trading, or

   - at 1:00 p.m. Chicago time (2:00 p.m. New York time) when the underlying cash market is subject to an early scheduled halt in cash market trading.

   On the last trading day in the current contract expiration, however, FT Interactive Data Corporation shall price each component bond at 2:00 p.m. Chicago time (3:00 p.m. New York time).

   If the Exchange determines in advance that circumstances in the cash market will occasion either an early halt to cash market trading or an otherwise unscheduled holiday which would impede FT Interactive Data Corporation from pricing the component bonds of the Index, the Exchange may suspend or reschedule the pricing for that day provided that such determination is published before the start of trading on the day in question and provided that such day is not the last day of trading in a contract month.

2. Index Computation - FT Interactive Data Corporation shall compute the daily Index value. FT Interactive Data Corporation shall first determine the price of each component bond in the Index. FT Interactive Data Corporation shall then calculate the simple average yield-to-worst of the component bonds by summing the individual yields of the component bonds and dividing by the number of component bonds. The simple average yield-to-worst of the component bonds in the Index shall be rounded to the nearest one-tenth of one basis point and rounded up in the case of a tie. This simple average yield-to-worst will be entered into the pricing algorithm in Regulation 1942.01 to calculate the daily Index value. The daily

Index value shall be rounded to the nearest one thirty-second of a full point. If the Index value is exactly at the midpoint between two thirty-seconds of a point, the Index value shall be rounded up to the nearest one thirty-second.

With the exception of the last trading day in the current contract expiration, FT Interactive Data Corporation shall compute the daily Index value:

- at 3:00 p.m. Chicago time (4:00 p.m. New York time)when the underlying cash market is open for normal trading hours and is therefore not subject to an early scheduled halt in cash market trading; or

- at 1:00 p.m. Chicago time (2:00 p.m. New York time) when the underlying cash market is subject to an early scheduled halt in cash market trading.

(c) Index Revisions - The Exchange shall revise the Index after 3:00 p.m. Chicago time (4:00 p.m. New York time) on the first business day in the February, May, August and November quarterly cycle. For example, the Index revision for the March futures contract expiration will occur on the first business day in November, the index revision for the June futures contract expiration will occur on the first business day in February, the index revision for the September futures contract expiration will occur on the first business day in May, and the index revision for the December futures contract expiration will occur on the first business day in August. If such day is not an Exchange business day, or is an Exchange business day that is subject to an early halt in cash market trading, the Exchange shall revise the Index shall after 3:00 p.m. Chicago time (4:00 p.m. New York time) on the immediately preceding Exchange business day that is not subject to an early halt in cash market trading. The revised Index will be implemented on the next business day following an Index revision.

The Exchange shall add bonds to the Index as prescribed in Regulation 1950.01(a). The Exchange shall delete bonds from the Index as prescribed in Regulation 1950.01(d).

(d) Bonds no longer meeting all the original selection criteria shall be deleted from the Index.

At Index revisions, no additions to, or deletions from, the Index will be implemented that would have the effect of violating global Index rules with respect to Issuer, State, or Insurance coverage limits.

In the event that more than 250 bonds meet the eligibility criteria for Index inclusion, as stipulated in Regulation 1950.01(a), the Exchange will increase in increments of $1 million the required $50 million principal value for bond eligibility in order to construct an Index that shall be composed of as many bonds as possible without exceeding the 250 bond limit.

The Exchange has final authority over Index composition. (11/01/03)

Chapter 21
30-Day Fed Fund Futures

Chapter 21
30-Day Fed Fund Futures

Ch21 Trading Conditions

2101.01 Authority - (See Rule 1701.00) (10/01/94)

2102.01 Application of Regulation - Futures transactions in 30-Day Fed Fund futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 30-Day Fed Fund futures. (10/01/94)

2104.01 Unit of Trading - The unit of trading shall be interest on Fed funds having face value of $5,000,000 or multiples thereof for one month calculated on a 30-day basis at a rate equal to the average overnight Fed funds rate for the contract month. (10/01/94)

2105.01 Months Traded In - Trading in 30 Day Fed Fund futures may be scheduled in such months as determined by the Exchange. (07/01/03)

2106.01 Price Basis - Prices will be quoted on an index basis, i.e., 100 minus the monthly average overnight Fed funds rate (e.g., a rate of 6.50% is quoted at 93.50). Minimum price fluctuations shall be in increments of one-half of one-hundredth of one percent of five million dollars on a 30 day basis ($20.835 per one-half basis point), rounded up to the nearest cent. (07/01/99)

2107.01 Hours of Trading - The hours of trading for future delivery in 30-Day Fed Fund futures shall be as determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 2:00 p.m. Chicago time subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2109.01 Last Day of Trading - The last day of trading shall be the last business day of the delivery month. (10/01/94)

2109.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 2109.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 2142.01. (10/01/94)

2110.01 Margin Requirements - (See Regulation 431.03). (10/01/94)

2112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (10/01/94)

2113.01 Strip Transactions - A 30-Day Fed Fund futures strip transaction involving the simultaneous purchase or sale of an equal amount of futures contract months at a differential to the previous settlement prices is permitted on this Exchange provided:

1. that each month of the strip is for the same account. Provided that, when an order has been executed in the wrong month, and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by a spread transaction in which one leg of the spread offsets the position in the error account and the other leg is the correct execution of the order. Provided further that the liability of the floor broker or FCM shall be determined in accordance with Regulation 350.04.

2. that all months of the strip are priced at prices within the daily trading limits specified in Regulation 1008.01.

3. that the strip is offered by public outcry in the pit assigned to 30-Day Fed Fund futures.

4. that the transaction shall be reported, recorded and publicized as a strip.

5. that when such transactions are executed simultaneously, the executing member on each side of the transaction shall designate each part of the trade as a strip on his cards or order by an appropriate word or symbol clearly identifying each part of such transactions.

Brokers may not couple separate orders and execute them as a strip, nor may a broker take one part of a strip for his own account and give the other part to a customer on an order. (10/01/94)

2136.01 Standards - The contract grade shall be 100 minus the average daily Fed funds overnight rate for the delivery month. The average daily Fed funds overnight rate is a simple average of the daily Fed funds overnight rates as determined by the Federal Reserve Bank of New York. This simple average will be rounded to the nearest tenth of a basis point and rounded up on the case of a tie.

For days for which the Federal Reserve Bank of New York does not compute a rate (e.g. weekends and holidays), the rate shall be the rate determined on the last business day for which a rate was determined. (08/01/01)

2142.01 Delivery on Futures Contracts - Delivery against 30-Day Fed Fund futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. The final settlement price will be calculated on the business day that the Federal Reserve Bank of New York releases the overnight Fed funds rate for the last day of trading. The final settlement price shall be 100 minus the average daily Fed funds overnight rate for the delivery month. On the last day of trading open contracts will be marked to market based on the closing futures price. A final mark to market will be made on the day the final settlement price is determined. (12/01/03)

2147.02 Payment - (See 1049.04) (10/01/94)

Chapter 22
CBOT(R) 30-DAY FEDERAL FUNDS FUTURES OPTIONS

Chapter 22
CBOT(R) 30-DAY FEDERAL FUNDS FUTURES OPTIONS

Ch22 TRADING CONDITIONS

2201.01 AUTHORITY - Trading in put and call options on CBOT 30-Day Federal Funds futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/03)

2201.01 APPLICATION OF REGULATIONS - Transactions in put and call options on CBOT 30-Day Federal Funds futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT 30-Day Federal Funds futures contracts (See Rule 490.00). Options on CBOT 30-Day Federal Funds futures contracts are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/03)

2202.01 NATURE OF CBOT 30-DAY FEDERAL FUNDS FUTURES PUT OPTIONS - The buyer of one (1) CBOT 30-Day Federal Funds put option may exercise his option at any time prior to expiration (subject to Regulation 2207.01), to assume a short position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) CBOT 30-Day Federal Funds futures put option incurs the obligation of assuming a long position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (04/01/03)

2202.02 NATURE OF CBOT 30-DAY FEDERAL FUNDS FUTURES CALL OPTIONS - The buyer of one (1) CBOT 30-Day Federal Funds futures call option may exercise his option at any time prior to expiration subject to Regulation 2207.01), to assume a long position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) CBOT 30-Day Federal Funds futures call option incurs the obligation of assuming a short position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (04/01/03)

2203.01 TRADING UNIT - One (1) CBOT 30-Day Federal Funds futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (04/01/03)

2204.01 STRIKE PRICES - Trading shall be conducted for put and call options with strike prices in integral multiples of six and one-quarter basis points (0.0625) per CBOT 30-Day Federal Funds futures contract and in integral multiples of twelve and one-half basis points (0.1250) per CBOT 30-Day Federal Funds futures contract as follows:

A. At the commencement of trading for such option contracts, the following strike prices in integral multiples of six and one-quarter basis points shall be listed: one with a strike price closest to the previous day's settlement price on the underlying CBOT 30-Day Federal Funds futures contract and the next ten (10) consecutive higher and the next ten (10) consecutive lower strike prices closest to the previous day's settlement price. If a previous day's settlement price is midway between two strike prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least ten 6-1/4 basis point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for such option contracts, the following strike prices in integral multiples of twelve and one-half basis points shall be listed: the next five (5) consecutive higher and the next five (5) consecutive lower strike prices above and below the strike price band as stipulated in Regulation 2204.01A. Over time, new striking prices will be added to ensure that at least five 12-1/2 basis point striking prices always exist above and below the strike price band as

stipulated in Regulation 2204.01A.

C. When a new strike price is added for an option contract month, the same strike price will be added to all option contract months for which that strike price is not already listed. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (05/01/03)

2205.01 PAYMENT OF OPTION PREMIUM - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

2206.01 OPTION PREMIUM BASIS - The premium for CBOT 30-Day Federal Funds futures options shall be in multiples of one quarter of one basis point or ten dollars and forty-one and three-quarters cents ($10.4175) per quarter basis point per contract. One full basis point shall equal forty-one dollars and sixty-seven cents ($41.67) per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $10.00 in $1.00 increments per option contract. (05/01/03)

2207.01 EXERCISE OF OPTION - The buyer of a CBOT 30-Day Federal Funds futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day.

In-the-money options** that have not been liquidated or exercised on the last day of trading in such option shall be in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on the next business day following the last day of trading by the clearing member representing the option buyer.

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option. (12/01/03)

2207.02 AUTOMATIC EXERCISE - Notwithstanding the provisions of Regulation 2207.01 all in-the-money options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, or such time designated by the Exchange unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m. on the business day following the last day of trading, or by such other time designated by the Exchange. (12/01/03)

2207.03 CORRECTIONS TO OPTION EXERCISES - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

2208.01 EXPIRATION OF OPTION - Unexercised CBOT 30-Day Federal Funds futures options shall expire at 7:00 p.m. Chicago time on the next business day after the termination of trading (See Regulation 2213.01). (04/01/03)

2209.01 MONTHS TRADED IN - Trading CBOT 30-Day Federal Funds futures options may be scheduled in such months as determined by the Exchange. (04/01/03)

2210.01 TRADING HOURS - The hours of trading for options on CBOT 30-Day Federal Funds futures shall be determined by the Board. Trading in an expiring option contract shall cease at 2:00 p.m. Chicago time on the last trading day of said option contract. CBOT 30-Day Federal Funds options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/03)

2211.01 POSITION LIMITS AND REPORTABLE POSITIONS - (See Regulation 425.01) (04/01/03)

2212.01 MARGIN REQUIREMENTS - (See Regulations 431.05, 431.06) (04/01/03)

2213.01 LAST DAY OF TRADING - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 2:00 p.m. Chicago time on the last business day of the underlying contract month. (04/01/03)

Chapter 23
Short Term U.S. T-Notes (2-Year)

Chapter 23
Short Term U.S. T-Notes (2-Year)

Ch23 Trading Conditions

2301.00 Authority - (See Rule 1701.00) (10/01/94)

2302.01 Application of Regulation - Futures transactions in short term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in short term U.S. Treasury Notes.

For the purpose of this chapter, the trading day begins with the commencement of trading on Project A at 2:15 p.m. and ends with the close of trading of regular daytime trading. (10/01/98)

2303.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, U.S. Treasury Bonds or U.S. Treasury Notes otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than one year, nine months or longer than two years and otherwise meeting the specifications and requirements stated in this chapter; and/or

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, one year nine months to two years U.S. Treasury Note, as determined by using the current market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2304.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of two hundred thousand dollars ($200,000) or multiples thereof. (10/01/94)

2305.01 Months Traded In - Trading in Short-Term U.S. Treasury Notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2306.01 Price Basis - Minimum price fluctuations shall be in multiples of one-quarter of one thirty-second (1/32) point per 100 points ($15.625 rounded up to the nearest 1 cent per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/94)

2307.01 Hours of Trading - The hours of trading for future delivery in short term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2309.01 Last Day of Trading - No trades in short term U.S. Treasury Note futures deliverable in the current month shall be made following the last business day of the calendar month, and any contracts remaining open must be settled by delivery or as provided in Regulation 2309.02 after trading in such contract has ceased. (05/01/04)

2309.02 Liquidation after Trading has Ceased - After trading in contacts for future delivery in the current delivery month has ceased in accordance with Regulation 2309.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes (Regulation 2342.01) or by mutual agreement by means of a bona fide exchange of such current futures for actual U.S. Treasury Notes or comparable instruments, or by mutual agreement by means of a bona fide exchange of such futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event be made no later than 12:00 p.m. (Chicago time) on the second business day immediately preceding the last business day of the delivery month as defined in Regulation 2346.01.(03/01/04)

Ch23 Delivery Procedures

2336.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. Treasury Notes which have an original maturity no greater than five years three months and remaining maturity not less than one year, nine months and not more than two years as defined below. All notes delivered against a contract must be of the same issue. For settlement or for determining remaining maturity for delivery eligibility, the time to maturity of a given issue is calculated in complete one month increments (i.e. 1 year, 10 months, 17 days is taken to be 1 year, 10 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount at which the short invoices the long.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2342.01 Deliveries on Futures Contracts - Deliveries against short-term U.S. Treasury Notes futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2380.01) in accordance with Department of Treasury Circular 300, Subpart 0: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time), or by such other time designated by the Exchange on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes at his bank in acceptable (to his bank) delivery form by 10:00 a.m. (Chicago time) on delivery day, or by such other time designated by the Exchange. The short Clearing Member must notify his bank (Regulation 2380.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such other time designated by the Exchange and notify his bank (Regulation 2380.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Members' account at the short Clearing Member's bank (Regulation 2380.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time), or by such other time designated by the Exchange on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2342.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2342.01 and 2349.04 and that all provisions of Regulations of 2342.01 and 2349.04 have been complied with. (10/01/94)

2346.01 Date of Delivery - Delivery of short term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. The delivery month extends to and includes the third business day following the last trading day in the current month. Delivery of short term U.S. Treasury Notes must be made no later than the last business day of that month. (11/01/94)

2347.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2348.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2349.01 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2349.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2349.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to

accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers, describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m. or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

2349.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payments before 1:00 p.m. on the day of delivery, or by such other time designated by the Exchange, except on banking holidays when delivery must be taken and payment made before 9:30 a.m., or such other time designated by the Exchange, on the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its rules, policies and procedures. (01/01/04)

2349.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2350.00 Duties of Members - (See Rule 1050.00) (10/01/94)

2350.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

2350.02 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

2354.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)

2354.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

2380.01 Banks - For purposes of these regulations relating to trading in short term U.S. Treasury Notes, the word "Bank" (Regulation 2342.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter 24
Long Term T-Notes (6 1/2 -10 Year)

Chapter 24
Long Term T-Notes (6 1/2 -10 Year)

Ch24 Trading Conditions

2401.00 Authority - (See Rule 1701.00) (10/01/94)

2402.01 Application of Regulations - Futures transactions in long term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in long term U.S. Treasury Notes. (09/01/00)

2403.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may be in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, callable U.S. Treasury Bonds otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than six and one-half years, or longer than ten years and otherwise meeting the specifications and requirements stated in this chapter; and/or

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, six and one-half years to ten years U.S. Treasury Note, as determined by using the current market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2404.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. (10/01/94)

2405.01 Months Traded In - Trading in Long-Term U.S. Treasury notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2406.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($15.625 per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (02/01/01)

2407.01 Hours of Trading - The hours of trading for future delivery in long term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon subject to the provisions of the second paragraph of Rule 1007.00.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2409.01 Last Day of Trading - No trades in long term U.S. Treasury Note futures deliverable in the current month shall be made during the last seven business days of that month and any contracts

remaining open must be settled by delivery or as provided in Regulation 2409.02 after trading in such contracts has ceased. (10/01/94)

2409.02 Liquidation in the Last Seven Days of Delivery Months - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 2409.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes or Bonds (Regulation 2442.01) or by mutual agreement by means of a bona fide exchange of such current futures for actual U.S. Treasury Notes or Bonds or comparable instruments or by mutual agreement by means of a bona fide exchange of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. (03/01/04)

2412.12 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/94)

2436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. Treasury Notes which have an actual maturity of not less than six and one-half years and not more than ten years. All notes delivered against a contract must be of the same issue. For settlement, the time to maturity of a given issue is calculated in complete quarter year increments (i.e. 8 years, 10 months, 17 days is taken to be 8 years, 9 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount at which the short invoices the long.

U.S. Treasury Notes deliverable against futures contracts under these regulations must have semi-annual coupon payments.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2442.01 Deliveries of Futures Contracts - Deliveries against long term U.S. Treasury Note futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2480.01) in accordance with Department of Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes in place at his bank in acceptable (to his bank) delivery form no later than 10:00 a.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. The short Clearing Member must notify his bank (Regulation 2480.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account at the long Clearing Member's bank on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such other time designated by the Exchange, and notify his bank (Regulation 2480.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 2480.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2442.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or thbulletinClearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2442.01 and 2449.04 and that all other provisions of Regulations of 2442.01 and 2449.04 have been complied with. (10/01/94)

2446.01 Date of Delivery - Delivery of long term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. Delivery of long term U.S. Treasury Notes must be made no later than the last business day of that month. (10/01/94)

2447.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2448.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2449.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2449.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2449.03 Sellers Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

2449.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery, or such other time designated by the Exchange, except on banking holidays when delivery must be taken and payment made before 9:30 a.m. or such other time designated by the Exchange, the next business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its rules, policies and procedures. (01/01/04)

2449.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2450.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

2454.01 Failure to Deliver - (See Regulation 1054.01) (01/01/04)

2480.01 Banks - For purposes of these regulations relating to trading in long term U.S. Treasury Notes, the word "Bank" (Regulation 2442.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter m24
CBOT mini-sized Long Term U.S. Treasury Notes

Chapter m24
CBOT mini-sized Long Term U.S. Treasury Notes

Chm24 Trading Conditions

m2401.01 Authority - Trading in mini-sized long term U.S. Treasury Note futures may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/01)

m2402.01 Application of Regulations - Futures transactions in mini-sized long term U.S. Treasury Notes shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized long term U.S. Treasury Notes. (10/01/01)

m2403.01 Emergencies, Acts of God, Acts of Government - (See Regulation 2403.01) (10/01/01)

m2403.02 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

m2404.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of fifty thousand dollars ($50,000) or multiples thereof. (10/01/01)

m2405.01 Months Traded In - (See Regulation 2405.01) (10/01/01)

m2406.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/01)

m2407.01 Hours of Trading - The hours of trading for future delivery in mini-sized Long Term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of Regulation 9B.02. (11/01/01)

m2409.01 Last Day of Trading - (See Regulation 2409.01) (10/01/01)

m2409.02 Liquidation in the Last Seven Days of the - (See Regulation 2409.02) (10/01/01) Delivery Month

m2410.01 Margin Requirements - (See Regulation 431.03) (10/01/01)

m2412.01 Position Limits and Reportable Positions - (See 425.01 and 425.10) (10/01/01)

Chm24 Delivery Procedures

m2436.01 Standards - (See Regulation 2436.01) (10/01/01)

m2442.01 Deliveries on Futures Contracts - (See Regulation 2442.01) (10/01/01)

m2442.02 Wire Failure - (See Regulation 2442.02) (10/01/01)

m2446.01 Date of Delivery -(See Regulation 2446.01) (10/01/01)

m2447.01 Delivery Notices - (See Regulation 2447.01) (10/01/01)

m2448.01 Method of Delivery - (See Regulation 1048.01) (10/01/01)

m2449.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/01)

m2449.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/01)

m2449.03 Seller's Invoice to Buyers - (See Regulation 2449.03) (10/01/01)

m2449.04 Payment - (See Regulation 2449.04) (10/01/01)

m2449.05 Buyer's Banking Notification - (See Regulation 2449.05) (10/01/01)

m2450.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

m2454.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/01)

m2454.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

Chm24 Regularity of Banks

m2480.01 Banks - (See Regulation 2480.01) (10/01/01)

Chapter 25
Medium Term U.S. Treasury Notes (5 Year)

Chapter 25
Medium Term U.S. Treasury Notes (5 Year)

Ch25 Trading Conditions

2501.00 Authority - (See Rule 1701.00) (10/01/94)

2502.01 Application of Regulations - Futures transactions in medium term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in medium term U.S. Treasury Notes. (09/01/00)

2503.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, U.S. Treasury Bonds otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than four years and two months, or longer than five years and two months and otherwise meeting the specifications and requirements stated in this chapter.

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, five year U.S. Treasury Note, as determined by using the current cash market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2504.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. (10/01/94)

2505.01 Months Traded In - Trading in Medium-Term U.S. Treasury notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2506.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($15.625 rounded up to the nearest 1c per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (02/01/01)

2507.01 Hours of Trading - The hours of trading for future delivery in U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2509.01 Last Day of Trading - No trades in medium term U.S. Treasury Note futures deliverable in the current month shall be made during the last seven business days of that month and any contracts remaining open must be settled by delivery as provided in Regulation 2509.02 after trading in such contracts has ceased. (10/01/94)

2509.02 Liquidation in the Last Seven Days of the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 2509.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes (Regulation 2542.01) or by mutual agreement by means of bona fide exchange of such current futures for actual U.S. Treasury Notes or comparable instruments, or by mutual agreement by means of a bona fide exchange of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. (03/01/04)

2510.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

2536.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. notes which have an original maturity of not more than 5 years three months and which have a remaining maturity of not less than four years and two months as defined below. To be delivered in the current month, the note must have been issued by the Treasury before the last day of trading in the current month. All notes or bonds delivered against a contract must be of the same issue. For settlement, the time to maturity of a given issue is calculated in complete one month increments (i.e. 4 years, 5 months and 14 days is taken to be 4 years and 5 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount which the short invoices the long.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2542.01 Deliveries on Futures Contracts - Deliveries against medium term U.S. Treasury Note futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2580.01) in accordance with Department of Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time), or such other time designated by the Exchange, on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes at his bank in acceptable (to his bank) delivery form by 10:00 a.m. (Chicago time), or such other time designated by the Exchange, on delivery day. The short Clearing Member must notify his bank (Regulation 2580.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or such other time designated by the Exchange, and notify his bank (Regulation 2580.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 2580.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time), or such other time designated by the Exchange, on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2542.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2542.01 and 2549.04 and that all other provisions of Regulations of 2542.01 and 2549.04 have been complied with. (10/01/94)

2546.01 Date of Delivery - Delivery of medium term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. Delivery of

medium term U.S. Treasury Notes must be made no later than the last business day of that month. (10/01/94)

2547.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2548.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2549.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2549.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2549.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers, describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

2549.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery, or by such other time designated by the Exchange, except on banking holidays when delivery must be taken and payment made before 9:30 a.m. or by such other time designated by the Exchange, the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its rules, policies and procedures. (01/01/04)

2549.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2550.00 Duties of Members - (See Rule 1050.00) (10/01/94)

2550.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

2551.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

2554.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)

2554.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

2580.01 Banks - For purposes of these regulations relating to trading in U.S. Treasury notes, the word "Bank" (Regulation 2542.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus, and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter 26
CBOT mini-sized Three-Month Eurodollar Time Deposits

Chapter 26
CBOT mini-sized Three-Month Eurodollar Time Deposits

Ch26 Trading Conditions

2601.01 Authority - Trading in mini-sized Eurodollar futures may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/01)

2602.01 Application of Regulations - Futures transactions in mini-sized Eurodollars shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Eurodollars. (12/01/01)

2603.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices therein shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

2604.01 Unit of Trading - The unit of trading shall be three-month Eurodollar time deposits in the amount of $500,000. (12/01/01)

2605.01 Months Traded in - Trading in mini-sized Eurodollar futures may be scheduled in such months as determined by the Exchange. (12/01/01)

2606.01 Price Basis - Minimum price fluctuations shall be one-half of one basis point (0.005) of $500,000 on a 90-day basis, or $6.25 per contract. Prices shall be quoted in terms of an index consisting of the difference between the number 100.00 and the three-month Eurodollar yield on an annual basis for a 360-day year. (For example, a deposit rate of 4.50 percent shall be quoted as 95.50.) Contracts shall not be made on any other price basis. (12/01/01)

2607.01 Hours of Trading - The hours of trading for future delivery in mini-sized Eurodollar futures shall be determined by the Exchange. (12/01/01)

2609.01 Last Day of Trading The last day of trading in Eurodollar futures contracts, deliverable in the current month, shall be the second London bank business day immediately preceding the third Wednesday of the contract month. On the last day of trading in an expiring future, the closing time for such future shall be 11:00 a.m. (London time)*, subject to the provisions of Regulation 9B.02. (12/01/01)

*This is 5:00 a.m. (Chicago time) except when Daylight Saving Time is in effect in either, but not both, London or Chicago.

2610.01 Margin Requirements - (See Regulation 431.03) (12/01/01)

2612.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/01)

2636.01 Standards - Each contract which is not offset prior to the expiration of trading shall be offset with the clearing house on the second London bank business day immediately preceding the third Wednesday of the contract month at a settlement price established by the International Monetary Market for settlement of its corresponding expiring Three-Month Eurodollar Time Deposits futures contract. If the foregoing date for cash settlement is an Exchange holiday, each contract which is not offset prior to the expiration of trading shall be offset with the Clearing Services Provider on the next succeeding Exchange business day. (01/01/04)

2642.01 Deliveries of Futures Contracts - Deliveries against mini-sized Eurodollar futures contracts must be made through the Clearing Services Provider. Delivery under these regulations shall be made on settlement day and shall be accomplished by cash settlement as hereinafter provided.

The Clearing Services Provider will advise clearing members holding open positions in mini-sized Eurodollar futures contracts deliverable in the current month of the final settlement price established for that month, as soon as practicable on settlement day. Clearing members shall then make payment to and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures, based on the settlement price. (01/01/04)

2647.01 Payment - (See Regulation 1049.04) (12/01/01)

Chapter 27A (Standard Options)
Long Term Treasury Note Futures Options

Chapter 27A (Standard Options)
Long Term Treasury Note Futures Options

Ch27A Trading Conditions

A2701.00 Authority - (See Rule 2801.00) (10/01/94)

A2701.01 Application of Regulations - Transactions in put and call options on Long Term Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Long Term Treasury Note futures contracts. (See Rule 490.00) (09/01/00)

A2702.01 Nature of Long Term Treasury Note Futures Put Options - The buyer of one (1) Long Term Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 2707.01), to assume a short position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Long Term Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A2702.02 Nature of Long Term Treasury Note Futures Call Options - The buyer of one (1) Long Term Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 2707.01), to assume a long position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Long Term Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A2703.01 Trading Unit - One (1) $100,000 face value Long Term Treasury Note futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A2704.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one (1) point per Long Term Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Long Term Treasury Note futures contract, and the next twenty-five (25) consecutive higher and the next twenty-five (25) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least twenty-five (25) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A2705.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A2706.01 Option Premium Basis - The Premium for Long Term Treasury Note futures options

shall be in multiples of one sixty-fourth (1/64) of one percent (1%) of a $100,000 Long Term Treasury Note futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A2707.01 Exercise of Option - The buyer of a Long Term Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (01/01/04)

A2707.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2707.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (01/01/04)

A2707.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A2708.01 Expiration of Option - Unexercised Long Term Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A2709.01 Months Traded In - Trading may be conducted in Long Term Treasury Note futures options for a thirty six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A2710.01 Trading Hours - The hours of trading of options on Long Term Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option the closing time for such option shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Long Term Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Long Term Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A2711.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

A2712.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A2713.01 Last Day of Trading - No trades in Long Term Treasury Note futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Long Term Treasury Note futures contract, on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, or there is a Friday which is not a business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading shall be the business day prior to such Friday. (07/01/01)

2704A

Chapter 27B (Flexible Options)
Long Term Treasury Note Flexible Options

Chapter 27B (Flexible Options)
Long Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 2702.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 2701.00, 2701.01, 2702.01, 2702.02, 2705.01, 2706.01, 2710.01, 2711.01, 2712.01, and 2714.01 remain in effect for both standard and Flexible options.

Ch27B Trading Conditions

B2702.03 Nature of Flexible Options - Flexible options on Long Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Long Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 2707.01, 2707.02, 2708.01, and 2713.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B2703.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B2704.01 Strike Prices - Strike prices for flexible options must be specified in points and 32nd's of points per Long Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 32nd point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B2707.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2707.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2708.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2709.01 Months Traded In - Trading my be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (05/01/94)

B2713.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B2715.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B2716.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B2717.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series. If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 2719.01) will exist. (02/01/01)

B2719.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B2720.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B2721.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 2702.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 28A (Standard Options)
T-Bond Futures Options

Ch28A Trading Conditions

A2801.00 Authority - Trading in put and call options on futures contracts and on commodities may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/94).

A2801.01 Application of Regulations - Transactions in put and call options on U.S. Treasury Bond futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on U.S. Treasury Bond futures contracts. (See Rule 490.00) (09/01/00)

A2802.01 Nature of U.S. Treasury Bond Futures Put Options - The buyer of one (1) U.S. Treasury Bond futures put option may exercise his option at any time prior to expiration (subject to Regulation 2807.01), to assume a short position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) U.S. Treasury Bond futures put option incurs the obligation of assuming a long position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A2802.02 Nature of U.S. Treasury Bond Futures Call Options - The buyer of one (1) U.S. Treasury Bond futures call option may exercise his option at any time prior to expiration (subject to Regulation 2807.01), to assume a long position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) U.S. Treasury Bond futures call option incurs the obligation of assuming a short position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A2803.01 Trading Unit - One (1) $100,000 face value U.S. Treasury Bond futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A2804.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one (1) point per U.S. Treasury Bond futures contract as follows: At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the U.S. Treasury Bond futures contract's previous day's settlement price, and the next thirty (30) consecutive higher and the next thirty (30) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least thirty (30) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A2805.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time

that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A2806.01 Option Premium Basis - The Premium for U.S. Treasury Bond futures options shall be in multiples of one sixty-fourth (1/64) of one percent (1%) of a $100,000 U.S. Treasury Bond futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A2807.01 Exercise of Option - The buyer of a U.S. Treasury Bond futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (01/01/04)

A2807.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2807.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (01/01/04)

A2807.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:OO p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A2808.01 Expiration of Option- Unexercised U.S. Treasury Bond futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A2809.01 Months Traded In - Trading may be conducted in U.S. Treasury Bond futures options for a thirty-six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board (06/01/99)

A2801.01 Trading Hours - The hours of trading of options in U.S. Treasury Bond futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding U.S. Treasury Bond futures contracts, subject to the provisions of the second paragraph of Rule 1007.00. U.S. Treasury Bond futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regular Compliance Committee shall direct. (04/01/00) A28011.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

A2812.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A2813.01 Last Day of Trading - No trades in U.S. Treasury Bond futures options expiring in the current month shall be made after the close of the Regular Daytime open outcry trading session for the corresponding U.S. Trading Bond futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If

such Friday is not a business day, or there is a Friday which is not a business day which precedes by one [four] business day the last business day of the month preceding the option month, the last day of trading shall be the business day prior to such Friday. (07/01/01)

Chapter 28B (Flexible Options)
Treasury Bond Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 2802.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 2801.00, 2801.01, 2802.01, 2802.02, 2805.01, 2806.01, 2810.01, 2811.01, 2812.01, and 2814.01 remain in effect for both standard and Flexible options.

Ch28B Trading Conditions

B2802.03 Nature of Flexible Options - Flexible options on U.S. Treasury Bond futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on U.S. Treasury Bond futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 2807.01, 2807.02, 2808.01, and 2813.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B2803.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B2804.01 Strike Prices - Strike prices for flexible options must be specified in points and 32nd's of points per U.S. Treasury Bond futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 32nd point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B2807.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2807.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2808.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2902.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2809.01 Months Traded In - Trading may be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B2813.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B2815.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B2816.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B2817.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 2819.01) will exist. (02/01/01)

B2819.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B2820.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B2821.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner,

including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 2802.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 29
Soybean Futures Options

Chapter 29
Soybean Futures Options

Ch29 Trading Conditions

2901.00 Authority - (See Rule 2801.00). (10/01/94)

2901.01 Application of Regulations - Transactions in put and call options on Soybean futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean futures contracts. (See Rule 490.00). (10/01/94)

2902.01 Nature of Soybean Futures Put Options - The buyer of one (1) Soybean futures put option may exercise his option at any time prior to expiration, (subject to Regulation 2907.01), to assume a short position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean futures put option incurs the obligation of assuming a long position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

2902.02 Nature of Soybean Futures Call Options - The buyer of one (1) Soybean futures call option may exercise his option at any time prior to expiration, (subject to Regulation 2907.01), to assume a long position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean futures call option incurs the obligation of assuming a short position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

2903.01 Trading Unit - One (1) 5,000 bushel Soybean futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

2904.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of ten (10) cents per bushel per Soybean futures contract (i.e., 6.10, 6.20, 6.30, etc) in integral multiples of twenty (20) cents per bushel per Soybean futures contract (i.e., 6.20, 6.40, 6.60, etc.) and in integral multiples of forty (40) cents per bushel per Soybean futures contract (i.e., 6.00, 6.40, 6.80, etc.) as follows:

1. a. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of forty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that all strikes within $1.10 of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of forty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of ten cents, at the commencement of trading for options that are traded in months in which Soybean futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean futures contract and the next five consecutive higher and the next five consecutive

lower strikes. For example, ten-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July contract month.

b. Over time, new ten-cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

2905.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

2906.01 Option Premium Basis - The premium for Soybean futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Soybean futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

2907.01 Exercise of Option - The buyer of a Soybean futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(12/01/03)

2907.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2907.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(12/01/03)

2907.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

2908.01 Expiration of Option - Unexercised Soybean futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

2909.01 Months Traded - Trading may be conducted in the nearby Soybean futures options

contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

2910.01 Trading Hours - The hours of trading of options on Soybean futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

2911.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

2912.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

2913.01 Last Day of Trading - No trades in Soybean futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

2914.01 Option Premium Fluctuation Limits -Trading is prohibited during any day except for the last day of trading in a Soybean futures option at a premium of more than the trading limit for the Soybean futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 30
Corn Futures Options

Chapter 30
Corn Futures Options

Ch30 Trading Conditions

3001.00 Authority - (See Rule 2801.00). (10/01/94)

3001.01 Application of Regulations - Transactions in put and call options on Corn futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Corn futures contracts. (See Rule 490.00). (10/01/94)

3002.01 Nature of Corn Futures Put Options - The buyer of one (1) Corn futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3007.01), to assume a short position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Corn futures put option incurs the obligation of assuming a long position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3002.02 Nature of Corn Futures Call Options - The buyer of one (1) Corn futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3007.01), to assume a long position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Corn futures call option incurs the obligation of assuming a short position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3003.01 Trading Unit - One (1) 5,000 bushel Corn futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3004.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per bushel per Corn futures contract (i.e., 2.55, 2.60, 2.65, etc.), in integral multiples of ten (10) cents per bushel per Corn futures contract (i.e., 2.50, 2.60, 2.70, etc.) and in integral multiples of twenty (20) cents per bushel per Corn futures contract (i.e., 2.80, 3.00, 3.20, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Corn futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to ensure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Corn futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Corn futures contract and the next five consecutive higher and the next five consecutive lower strikes. For example, five-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July

contract month.

b. Over time, new-five cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3005.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3006.01 Option Premium Basis - The premium for Corn futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Corn futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

3007.01 Exercise of Option - The buyer of a Corn futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

3007.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3007.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(12/01/03)

3007.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:OO p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

3008.01 Expiration of Option - Unexercised Corn futures options shall expire at 7:00 p.m. on the day of trading. (12/01/03)

3009.01 Months Traded - Trading may be conducted in the nearby Corn futures options contract

month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Corn futures are not trading underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3010.01 Trading Hours - The hours of trading of options on Corn futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as close of trading of the Regular Daytime open outcry trading session for the corresponding Corn futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Corn futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Corn futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3011.01 Position Limits - (See Regulation 425.01) (10/01/00)

3012.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3013.01 Last Day of Trading - No trades in Corn futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Corn futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3014.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Corn futures option at a premium of more than the trading limit for the Corn futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 31
Wheat Futures Options

Chapter 31
Wheat Futures Options

Ch31 Trading Conditions

3101.00 Authority - (See Rule 2801.00). (10/01/94)

3101.01 Application of Regulations - Transactions in put and call options on Wheat futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Wheat futures contracts. (See Rule 490.00). (10/01/94)

3102.01 Nature of Wheat Futures Put Options - The buyer of one (1) Wheat futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3107.01), to assume a short position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Wheat futures put option incurs the obligation of assuming a long position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3102.02 Nature of Wheat Futures Call Options - The buyer of one (1) Wheat futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3107.01), to assume a long position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Wheat futures call option incurs the obligation of assuming a short position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3103.01 Trading Unit - One (1) 5,000 bushel Wheat futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3104.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per bushel per Wheat futures contract (i.e. 3.70, 3.75, 3.80, etc.), in integral multiples of ten (10) cents per bushel per Wheat futures contract (i.e., 3.70, 3.80, 3.90, etc.) and in integral multiples of twenty (20) cents per bushel per Wheat futures contract (i.e., 4.00, 4.20, 4.40, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Wheat futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to ensure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Wheat futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Wheat futures contract and the next five consecutive higher and the next five consecutive lower strikes. For example, five-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July

contract month.

b. Over time, new five-cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3105.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3106.01 Option Premium Basis - The premium for Wheat futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Wheat futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

3107.01 Exercise of Option - The buyer of a Wheat futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(12/01/03)

3107.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3107.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(12/01/03)

3107.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:OO p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be mace by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

3108.01 Expiration of Option - Unexercised Wheat futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3109.01 Months Traded - Trading may be conducted in the nearby Wheat futures options

contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Wheat futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3110.01 Trading Hours - The hours of trading of options on Wheat futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Wheat futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Wheat futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Wheat futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3111.01 Position Limits - (See Regulation 425.01) (10/01/00)

3112.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3113.01 Last Day of Trading - No trades in Wheat futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Wheat futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3114.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Wheat futures option at a premium of more than the trading limit for the Wheat futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 32
Soybean Oil Futures Options

Chapter 32
Soybean Oil Futures Options

Ch32 Trading Conditions

3201.00 Authority - (See Rule 2801.00). (10/01/94)

3201.01 Application of Regulations - Transactions in put and call options on Soybean Oil futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean Oil futures contracts. (See Rule 490.00). (10/01/94)

3202.01 Nature of Soybean Oil Futures Put Options - The buyer of one (1) Soybean Oil futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3207.01), to assume a short position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Oil futures put option incurs the obligation of assuming a long position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3202.02 Nature of Soybean Oil Futures Call Options - The buyer of one (1) Soybean Oil futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3207.01), to assume a long position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Oil futures call option incurs the obligation of assuming a short position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3203.01 Trading Unit - One (1) 60,000 pound Soybean Oil futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3204.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of one-half cent per pound per Soybean Oil futures contract (i.e., .210, .215, .220, etc.) for all strikes less than thirty cents and in integral multiples of one cent per pound per Soybean Oil futures contract (i.e., .300, .310, .320, etc.) for all strikes greater than or equal to thirty cents (the "first tier"); and in integral multiples of one cent per pound per Soybean Oil futures contract (i.e., .210, ..220, .230, etc.) for all strikes less than thirty cents and in integral multiples of two cents per pound per Soybean Oil futures contract (i.e., .320, ..340, .360, etc.) for all strikes greater than or equal to thirty cents (the "second tier") as follows:

1. a. Per the first tier, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean Oil futures contract and a consecutive series within 5.5 cents above and below that strike (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. Per the second tier, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. Per the first tier, over time, strikes shall be added as necessary to insure that all strikes within 5.5 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. Per the second tier, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. Per the second tier, all strikes in which the previous day's delta factors (as determined by the Board of Trade) for both the put and call options are 0.10 or greater for two consecutive

2. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3205.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3206.01 Option Premium Basis - The premium for Soybean Oil futures options shall be in multiples of five thousandths (5/1000) of one cent per pound of a 60,000 pound Soybean Oil futures contract which shall equal $3.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may be equal to $1.00 or $2.00 per option contract. (10/01/94)

3207.01 Exercise of Option - The buyer of a Soybean Oil futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(12/01/03)

3207.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3207.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(12/01/03)

3207.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services provider, or the President's designee, and such decision will be final. (12/01/03)

3208.01 Expiration of Option - Unexercised Soybean Oil futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3209.01 Months Traded - Trading may be conducted in the nearby Soybean Oil futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean Oil futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3210.01 Trading Hours - The hours of trading of options on Soybean Oil futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Oil futures contract, subject to the provisions of the second paragraph

of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean Oil futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean Oil futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3211.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

3212.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3213.01 Last Day of Trading - No trades in Soybean Oil futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Oil futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3214.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Soybean Oil futures option at a premium of more than the trading limit for the Soybean Oil futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 33
Soybean Meal Futures Options

Chapter 33
Soybean Meal Futures Options

Ch33 Trading Conditions

3301.00 Authority - (See Rule 2801.00). (10/01/94)

3301.01 Application of Regulations - Transactions in put and call options on Soybean Meal futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean Meal futures contracts. (See Rule 490.00). (10/01/94)

3302.01 Nature of Soybean Meal Futures Put Options - The buyer of one (1) Soybean Meal futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3307.01), to assume a short position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Meal futures put option incurs the obligation of assuming a long position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3302.02 Nature of Soybean Meal Futures Call Options - The buyer of one (1) Soybean Meal futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3307.01), to assume a long position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Meal futures call option incurs the obligation of assuming a short position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3303.01 Trading Unit - One (1)100 ton Soybean Meal futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3304.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) dollars per ton per Soybean Meal futures contract (i.e., 185, 190, 195, etc.) for all strikes less than two hundred dollars and in integral multiples of ten (10) dollars per ton per Soybean Meal futures contract (i.e., 200, 210, 220, etc.) for all strikes greater than or equal to two hundred dollars (the "first tier"); and in integral multiples of ten (10) dollars per ton per Soybean Meal futures contract (i.e., 200, 210, 220, etc.) for all strikes less than two hundred dollars and in integral multiples of twenty (20) dollars per ton per Soybean Meal futures contract (i.e., 200, 220, 240, etc.) for all strikes greater than or equal to two hundred dollars (the "second tier") as follows:

1. a. Per the first tier, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean Meal futures contract, the next ten consecutive higher strikes and the next ten consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. Per the second tier, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

c. Per the first tier, over time, strikes shall be added as necessary to insure that at least ten strikes above and below the previous day's trading range of the underlying futures are listed (the "minimum band").

d. Per the second tier, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

e. No new strikes may be added by these procedures in the month in which an option expires.

2. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3305.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3306.01 Option Premium Basis - The premium for Soybean Meal futures options shall be in multiples of five (5) cents per ton of a 100 ton Soybean Meal futures contract which shall equal $5.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (10/01/94)

3307.01 Exercise of Option - The buyer of a Soybean Meal futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or at such other time designated by the Exchange, on such day.

(12/01/03)

3307.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3307.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or at such other time designated by the Exchange, on the last day of trading. (12/01/03)

3307.03 Correction to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

3308.01 Expiration of Option - Unexercised Soybean Meal futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3309.01 Months Traded - Trading may be conducted in the nearby Soybean Meal futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean Meal futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3310.01 Trading Hours - The hours of trading of options on Soybean Meal futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Meal futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean Meal futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean Meal futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3311.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

3312.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

3313.01 Last Day of Trading - No trades in Soybean Meal futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Meal futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3314.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Soybean Meal futures option at a premium of more than the trading limit for the Soybean Meal futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 35A (Standard Options)
Medium Term U.S. Treasury Note Futures Options

Chapter 35A (Standard Options)
Medium Term U.S. Treasury Note Futures Options

Ch35A Trading Conditions

A3501.00 Authority - (See Rule 2801.00.) (10/01/94)

A3501.01 Application of Regulations - Transactions in put and call options on Medium Term U.S. Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on Medium Term U.S. Treasury Note futures contracts. (See Rule 490.00.) (09/01/00)

A3502.01 Nature of Medium Term U.S. Treasury Note Futures Put Options - The buyer of one (1) Medium Term U.S. Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 3507.01), to assume a short position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Medium Term U.S. Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A3502.02 Nature of Medium Term U.S. Treasury Note Futures Call Options - The buyer of one (1) Medium Term U.S. Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 3507.01), to assume a long position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Medium Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Medium Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A3503.01 Trading Unit - One (1) Medium Term U.S. Treasury Note futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A3504.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one-half (1/2) point per Medium Term U.S. Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Medium Term U.S. Treasury Note futures contract, the next fifteen (15) consecutive higher and the next fifteen (15) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least fifteen (15) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A3505.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A3506.01 Option Premium Basis - The premium for Medium Term U.S. Treasury Note futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000) of a Medium Term U. S. Treasury Note futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract

If options are quoted in volatility terms, the minimum price fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A3507.01 Exercise of Option - The buyer of a Medium Term U.S. Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(01/01/04)

A3507.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3507.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(01/01/04)

A3507.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange options transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A3508.01 Expiration of Option - Unexercised Medium Term U.S. Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A3509.01 Months Traded In - Trading may be conducted in Medium Term U.S. Treasury Note futures options for a thirty-six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A3510.01 Trading Hours - The hours of trading of options on Medium Term U.S. Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Medium Term U.S. Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Medium Term U.S. Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A3511.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (10/01/00)

A3512.01 Margin Requirements - (See Regulation 431.05.) (10/01/94)

A3513.01 Last Day of Trading - No trades in Medium Term U.S. Treasury Note futures put and call options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding U.S. Treasury Bond futures contract on the last Friday which precedes by at least two business days, the last business day of the month

preceding the option month. If such Friday is not a business day, or there is a Friday which is not a business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading will be the business day prior to such Friday. (07/01/01)

Chapter 35B (Flexible Options)
Medium Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 3502.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 3501.00, 3501.01, 3502.01, 3502.02, 3501.01, 3506.01, 3510.01, 3511.01, 3512.01, and 3514.01 remain in effect for both standard and Flexible options.

Ch35B Trading Conditions

B3502.03 Nature of Flexible Options - Flexible options on Medium Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Medium Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 3507.01, 3507.02, 3508.01 and 3513.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B3503.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B3504.01 Strike Prices - Strike prices for flexible options must be specified in points and 64th's of points per Medium Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 64th point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B3507.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3507.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3508.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month

preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3509.01 Months Traded In - Trading may be conducted in flexible options in any month through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B3513.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B3515.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B3516.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B3517.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 3519.01) will exist. (02/01/01)

B3519.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B3520.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B3521.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 3502.03 is to permit trading in standard option under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot, they will be traded only in the standard options pit or e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 36A (Standard Options)
Short Term U.S. Treasury Note Futures Options

Chapter 36A (Standard Options)
Short Term U.S. Treasury Note Futures Options

Ch36A Trading Conditions

A3601.00 Authority - (See Rule 2801.00.) (10/01/94)

A3601.01 Application of Regulations - Transactions in put and call options on Short Term U.S. Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Short Term U.S. Treasury Note futures contracts. (See Rule 490.00.) (09/01/00)

A3602.01 Nature of Short Term U.S. Treasury Note Futures Put Options - The buyer of one (1) Short Term U.S. Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 3607.01), to assume a short position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Short Term U.S. Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A3602.02 Nature of Short Term U.S. Treasury Note Futures Call Options - The buyer of one (1) Short Term U.S. Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 3607.01), to assume a long position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Short Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A3603.01 Trading Unit - One (1) $200,000 face value Short Term U.S. Treasury Note futures contract at a specified contract month on the Chicago Board of Trade. (10/01/94)

A3604.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one-quarter (1/4) point per Short Term U.S. Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Short Term U.S. Treasury Note futures contract, the next ten (10) consecutive higher and the next ten (10) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least ten (10) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A3605.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A3606.01 Option Premium Basis - The premium for Short Term U.S. Treasury Note futures options shall be in multiples of one half of one sixty-fourth (1/64) of one point ($15.625) of a Short Term U.S. Treasury Note futures contract which shall equal $2,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum price fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A3607.01 Exercise of Option - The buyer of a Short Term U.S. Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(01/01/04)

A3607.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3607.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(01/01/04)

A3607.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A3608.01 Expiration of Option - Unexercised Short Term U.S. Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A3609.01 Months Traded In - Trading may be conducted in Short Term U.S. Treasury Note futures options for a forty-two month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A3610.01 Trading Hours - The hours of trading of options on Short Term U.S. Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Short Term U.S. Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Short Term U.S. Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A3611.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (10/01/00)

A3612.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A3613.01 Last Day of Trading - No trades in Short Term U.S. Treasury Note futures put and call options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Short Term U.S. Treasury Note futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, or there is a Friday which is not a

business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading shall be the first business day prior to such Friday. (07/01/01)

Chapter 36B (Flexible Options)
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Chapter 36B (Flexible Options)
Short Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 3602.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 3601.00, 3601.01, 3602.01, 3602.02, 3605.01, 3606.01, 3610.01, 3611.01, 3612.01, and 3614.01 remain in effect for both standard and Flexible options.

Ch36B Trading Conditions

B3602.03 Nature of Flexible Options - Flexible options on Short Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Short Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 3607.01, 3607.02, 3608.01 and 3613.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B3603.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B3604.01 Strike Prices - Strike prices for flexible options must be specified in points and 64th's of points per Short Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 64th point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B3607.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3607.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3608.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3609.01 Months Traded In - Trading may be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B3613.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B3615.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B3616.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B3617.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 3619.01) will exist. (02/01/01)

B3619.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B3620.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (002/01/01)

B3621.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 3602.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 37
CBOT Rough Rice Futures

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Ch37 Trading Conditions

3700.01 Introduction - This chapter is limited in application to futures trading in rough rice. The procedures for trading, clearing, inspection, delivery, settlement and any other matters not specifically covered herein shall be governed by the Rules and Regulations of the Exchange. (11/01/94)

3701.01 Contract Specifications - All futures contracts shall be for U.S. No. 2 or better long grain rough rice as the same is established by standards promulgated by the United States Department of Agriculture (U.S.D.A.) at the time of the first day of trading in a particular contract. No heat-damaged kernels as defined by USDA FGIS Interpretive Line Slide 2.0 are permitted in a 500-gram sample. No stained kernels as defined by USDA FGIS Interpretive Line Slide 2.1 are permitted in a 500-gram sample. A maximum of 75 lightly discolored kernels as defined by USDA FGIS Interpretive Line Slide 2.2 are permitted in a 500-gram sample. No other grade is deliverable.

To be deliverable, rough rice shall have a milling yield of not less than 65%, including not less than 48% head rice. Each percent of head rice over or below 55% shall receive a 1.5% premium or discount, respectively, toward the settlement price for long grain rough rice and each percent of broken rice over or below 15% shall receive a .75% premium or discount, respectively. All rough rice shall be of a Southern origin or such other origin as the Exchange may approve. (11/01/03)

3701.02 Trading Months and Hours - Futures contracts shall be traded initially for delivery during the months of September, November, January, March, May and July of each year. The number of months to be open at one time shall be at the discretion of the Exchange. Trading shall be conducted from 9:15 a.m. to 1:30 p.m. Chicago Time, except in the expiring contract on the last day of trading when trading shall cease at 12:00 Noon. (11/01/98)

3701.03 Trading Unit - The unit of trading shall be 2,000 hundredweight (200,000 pounds). (11/01/94)

3701.04 Price Increments - All bids and offers shall be in multiples of $.005 per hundredweight. (11/01/94)

3701.05 Daily Price Limits - (See 1008.01) (11/01/94)

3701.06 Termination of Trading - No trades shall be made during the last seven business days of the trading month. Any trades remaining open during this period shall be settled by delivery or a bona fide exchange of futures for the cash commodity or over-the-counter transaction. (01/01/03)

3701.07 Contract Modifications - Contract specifications shall be fixed as of the first day of trading of the contract and must conform to government grading standards in force at that time. If any federal governmental agency issues an order, ruling, directive or law that conflicts with requirements of these regulations, such order, ruling, directive or law shall be construed to become part of these regulations, and all new contracts shall be subject to such governmental orders. (11/01/94)

3701.08 Position Limits and Trading Limits - (See Regulation 425.01) (11/01/94)

3702.01 Delivery by Warehouse Receipts - Deliveries of rough rice shall be made only by delivery of rough rice warehouse receipts issued by warehouses located in the Arkansas counties of Craighead, Jackson, Poinsett, Woodruff, Cross, St. Francis, Lonoke, Prairie, Monroe, Jefferson, Arkansas and DeSha and designated by the Exchange as regular. Rough rice warehouse receipts issued by otherwise regular warehouses licensed under the U.S. Warehouse Act shall be eligible for delivery in satisfaction of Exchange contracts regardless of whether such warehouses are or are not also licensed by any state. In order to effect a valid delivery, each receipt shall (a) be endorsed by holder making delivery; (b) be marked "INSURED"; (c) indicate payment for storage charges up to and including the 18th day of the preceding month; (d) be negotiable; (e) be registered with the registrar of the Exchange; (f) specify the warehouse; and (g) specify the grade, milling yield and quantity of the rough rice stored; and (h) specify that the rough rice meets the CBOT standards for heat damaged, stained and lightly stained kernels. Unpaid accumulated storage charges shall be allowed and credited to the buyer by the seller up to and including the date of delivery.

Endorsement by the holder shall constitute a warranty of the genuineness of the warehouse receipt and of good title thereto, but shall not constitute a guarantee of performance by the issuer. (10/01/03)

3702.02 Registration of Warehouse Receipts - Registration of rough rice warehouse receipts shall be subject to the following requirements:

A. Warehouses which are regular for delivery may have their warehouse receipts registered at any time with the Official Registrar and in accordance with the requirements issued by the Registrar. If the warehouseman determines not to tender the warehouse receipt by 4:00 p.m. on the day it is registered, or by such other time designated by the Exchange, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered warehouse receipt may cancel its registration at any time. A warehouse receipt which has been canceled may not be registered again.

B. Except in the case of delivery on the last delivery day of a delivery month, in which case the warehouse receipt must be registered before 1:00 p.m. on the last delivery day of the delivery month, or by such other time designated by the Exchange, the rough rice warehouse receipt must be registered before 4:00 p.m., or by such other time designated by the Exchange, on notice day, the business day prior to the day of delivery. If notice day is the last business day of a week, rough rice warehouse receipts must be registered before 3:00 p.m., or by such other time designated by the Exchange, on that day.

C. The Registrar shall issue a daily report showing the total number of warehouse receipts under registration as of 4:00 p.m., or by such other time designated by the Exchange, on each trading day of the week. In addition to the information posted on the Exchange floor and the CBOT website, this daily report shall show the names of warehouses whose receipts are registered. The record shall not include any receipts that have not been declared withdrawn.

D. From his own records, the Registrar shall maintain a current record of the number of receipts that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any receipts that have been declared withdrawn.

E. When a warehouseman regains control of his own registered receipt, the warehouseman shall by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of said receipt or declare that said receipt is withdrawn but is to remain registered by transmitting to the Registrar the receipt number and the name and location of the warehouse facility, except in the case where a notice of intention to redeliver said receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, of the day that the warehouseman regained control of said receipt. (12/01/03)

3702.03 Delivery Dates - For the trading months of January, March, May, July, September and November, delivery may be made by the seller upon any business day of the delivery month the seller may select. Delivery must be made no later than the last business day of the delivery month. (11/01/94)

3702.04 Storage - Rough rice shall be stored in a bin or bins in a warehouse declared regular by the Exchange, and may contain rough rice from one or more different lots of the same quality and milling yield. Rough rice may be added to or withdrawn from such lots, provided any rice added shall be of the same quality and milling yield and shall conform to the specifications of this chapter and any withdrawal shall not reduce the amount of rice stored in such lots to an amount less than the total amount required to satisfy all outstanding warehouse receipts issued thereagainst. (11/01/94)

3702.05 Par Delivery Unit - Par delivery is 2,000 hundredweight (200,000 pounds) of U.S. No. 2 or better long-grain rough rice. A weight variation of 1% shall be permitted, such variation to be priced at the previous day's settlement price if the expiring future is still trading and at the expiration price of the nearest previous future if no expiring future is trading. (11/01/94)

3702.06 Par Delivery Point - The par delivery points for rough rice shall be mill site warehouses within the boundaries of the Arkansas counties of Craighead, Jackson, Poinsett, Woodruff, Cross, St. Francis, Lonoke, Prairie, Monroe, Jefferson, Arkansas and DeSha. Designation as a mill site warehouse shall be determined by the Exchange. Rough rice may be delivered in satisfaction of the rough rice futures contract at rice mill warehouses regular for delivery at the contract price. Rough rice may be delivered at regular warehouses within the twelve-county area which are not at mill sites in accordance with a schedule of discounts established and published by the Exchange pursuant to 3702.07. No warehouse regular for delivery of rough rice shall be located outside the twelve Arkansas counties listed above. (11/01/94)

3702.07 Delivery Differentials - Delivery of rough rice in satisfaction of the rough rice futures contract at regular warehouses other than regular mill site warehouses shall be subject to a delivery differential of -15 cents per hundredweight (cwt.) subject to the following:

1. At the time of filing an initial or renewal application for regularity, a warehouse shall be required to declare whether or not it is a mill site warehouse as defined in Appendix A.

2. If a regular mill site warehouse (non-mill site warehouse) renews regularity as a non-mill site warehouse (mill site warehouse) for a two-year term beginning July 1, the change in the delivery differential will become effective for the new crop delivery month of September within that two-year term.

3. Whenever the Exchange receives a bona fide renewal application for regularity which will cause the warehouse's delivery differential to change for the next crop year, a notice of the receipt of the application will be posted on the floor of the Exchange after the close of the market that day.

4. A warehouse which has been declared regular for delivery as a non-mill site warehouse (mill site warehouse) for a current regularity term ending June 30 may not be declared regular for

delivery as a mill site warehouse (non-mill site warehouse) during the balance of that term.

Pursuant to the provisions of this regulation, 3702.06 and Appendix A of these rules and regulation, the Exchange shall publish a list of all regular warehouses and the applicable discount.

3702.08 Delivery and Loading Out - Delivery shall be made on the basis of the actual weight of rough rice loaded into rail cars or trucks. A load-out charge not to exceed the tariff as filed with the Exchange in accordance with 3704.01.H shall be paid by the buyer to cover loading and weighing. The maximum load-out charge for the loading-out of rough rice against a rough rice registered warehouse receipt is 22.222 cents per cwt. which will be subject to an evaluation by the Exchange at the time of renewal of regularity of rice warehouses. An increase or decrease in the maximum load-out charge for rough rice may become effective 30 days after a notice has been posted on the Exchange floor. The notice will state the amount of the maximum load-out charge, the applicable warehouse receipts and the date that the charge will become effective.

Load-outs shall begin not later than the third business day following the day on which loading instructions are given to the warehouseman; provided, however, that the withdrawing party has within that period furnished rail cars or trucks to receive the rice. The warehouseman shall be required to load-out rice at the normal rate of load-out for the facility, but not less than 20 trucks or its equivalent weight loaded-out in rail cars per business day and shall be able to load out the warehouse's entire regular capacity in 45 calendar days or less. A party taking delivery shall receive the quantity ordered loaded out as soon as reasonably possible but no more than 45 calendar days after load-out begins. Rough rice regular warehouses shall not be required to meet these minimum load-out rates when transportation equipment is not clean and load ready, inspection services are not available, a condition of force majeure exists, or inclement weather prevents loading.

In addition, rough rice regular warehouses shall not be required to meet the minimum load-out rate for rail cars when rail cars have been constructively placed for load-in prior to constructive placement of rail cars for load-out. However, when rail cars for load-out are constructively placed after rail cars for load in, the warehouse will load-in grain from the rail cars at the normal rate of load-in for the facility. This rate shall not be less than the equivalent weight of 20 trucks loaded-in from rail cars. Rough rice regular warehouses shall not be required to meet these minimum load-in rates when a condition of force majeure exists, inspection services are not available or inclement weather prevents unloading.

The warehouse operator is not obligated to commence load-out of rough rice to a given party sooner than three business days after he receives canceled warehouse receipts and written loading instructions from such party, even if such party may have a conveyance positioned to accept load-out of rough rice before that time. If the party taking delivery presents transportation equipment of a different type (rail or truck) than that specified in the loading instructions, he is required to provide the warehouse operator with new loading orders, and the warehouse operator shall not be obligated to begin load-out of rough rice to such party sooner than three business days after he receives the new loading orders. Written loading orders received after 2:00 p.m. (Chicago time) on a given business day shall be deemed to be received on the following business day.

The warehouseman upon receipt of the canceled receipts by his agent and loading instructions from the owner by 2:00 p.m. on a given day, shall notify the owner by telex or telefax by 4:00 p.m. on that given day the scheduled day for load-out. The daily tariff load-out rate and the amount of tonnage which is scheduled for load-out before owner's load-out shall also be provided in the notification.

The owner upon acceptance of the scheduled load-out date, and if he so requests on a given day prior to load-out, shall receive a telex or telefax from the warehouseman specifying the amount of tonnage remaining before owner's equipment is loaded.

The warehouseman upon cancellation of loading instructions on any business day prior to the day of actual loading of rice, and if requested by the owner, shall reissue and register warehouse receipts for the amount of rough rice which remains unloaded. Storage fees shall begin on the date of re-issuance of the new warehouse receipts.

Storage charges on rough rice to be shipped pursuant to loading instructions shall cease no later than three calendar days following the day on which canceled warehouse receipts are surrendered or

loading instructions are given, whichever occurs later; provided, however, that the owner makes transportation available for loading on the scheduled load-out date or has not canceled loading instructions.

The warehouse operator shall be permitted a two percent deviation above or below the yield of head rice shown on the warehouse receipt issued for delivery on the contract. The warehouse operator shall also be permitted a two percent deviation above or below the total milling yield shown on the warehouse receipt issued for delivery on the contract.

The warehouse operator is responsible for maintaining the milling yield of rice specified on said warehouse receipt, within the stated allowable deviations, for the total quantity of rice represented by said warehouse receipt and not for sub-lots (i.e. truckloads) of said warehouse receipt. The warehouse operator is also responsible for maintaining the numerical grade of rice specified on said warehouse receipt for the total quantity of rice represented by said warehouse receipt for the total quantity of rice represented by said warehouse receipt, however, the numerical grade for sub-lots (i.e., truckloads) shall be no more than one numerical grade below the deliverable grade specified in 3701.01. Averaging the grade or milling yield of multiple receipts is not permissible.

When the rough rice is ordered out-of-store, the warehouse operator will be reimbursed by the buyer in cash if the total milling yield or the yield of head rice of the rice loaded out is over the total milling yield or the yield of head rice listed on the warehouse receipt (up to two percent).

Conversely, the warehouse operator will reimburse the buyer in cash if the total milling yield or the yield of head rice of the rice loaded out is under the total milling yield or the yield of head rice listed on the warehouse receipt (up to two percent). Calculations shall be made daily for each receipt loaded out that day and shall be based on the nearby month rough rice future's settlement price on the day of load out. Such payments to or from the warehouse operator for excess or deficit head and broken rice shall be at the premium and discount schedule specified in 3701.01, Contract Specifications. Adjustments on the milling yield of head rice shall be based on an official test.

Both the buyer and the warehouseman will provide for an analysis of the rough rice for grade and milling yield. If there is a disagreement, then a duplicate sample taken at origin shall be analyzed by the Federal Grain Inspection Service (FGIS), or a mutually agreed-upon third party to resolve the disagreement.

Notwithstanding the above, the buyer retains the right, at his expense, to an official sampling and anaylsis by FGIS, or a mutually agreed-upon third party, at orgin, of rough rice loaded-out at any time. (03/01/97)

3702.09 Notice of Intention - A clearing member intending to deliver shall, not later than 4:00 p.m., or such other time designated by the Exchange, on position day, the second business day prior to the intended delivery day, provide to the Clearing Services Provider, a notice of intention in the form prescribed by the Exchange. On the last notice day of the delivery month, however, delivery notices may be delivered to the Clearing Services Provider until 2:00 p.m., or such other time designated by the Exchange. No intra-office delivery may be made. If a clearing member has both long and short interest on its books, it must tender to the Clearing Services Provider such notices as it receives from its customers who are short. Prior to the opening of the market of the following business day, the Clearing Services Provider shall pass such notice to the clearing member having the oldest long contract as of the close of trading on the day of receipt by the Clearing Services Provider of the notice of intent (position day).

Upon receipt of the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer, the seller shall prepare invoices addressed to its assigned buyers describing the amount which buyers must pay to the seller in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider for that purpose adjusted for applicable premiums, discounts, storage charges, quantity variations and other items for which provision is made in these rules and regulations and other items for which provision is made in these rules and regulations relating to contracts. Such invoices shall be delivered to the Clearing Services Provider by 4:00 p.m. on notice day, or such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly made them available to buyers to whom they are addressed. A buyer receiving such an invoice from the Clearing Services Provider shall, not later than 1:00 p.m. of the following day, or such other time designated by the Exchange, present the invoice at the office of the seller by whom it was issued together with a certified check for the amount due, and thereupon warehouse receipts shall be delivered by the seller to the buyer.

(12/01/03)

3703.01 Weighing - Weighing shall be done in accordance with the current custom of the trade. The official shipped weight so obtained shall be final provided, however, that railroad weights shall be acceptable and shall be final if the negotiable warehouse receipt holder and the seller so agree in writing. (11/01/94)

3703.02 Storage Charges - Storage charges on rough rice shall not exceed such charges as have been filed with the Exchange in accordance with 3704.01H. (which shall be designed to cover costs of storage, insurance and taxes).

No rough rice warehouse receipts shall be valid for delivery on futures contracts unless the storage charges shall have been paid up to and including the 18/th/ day of the preceding month and such payment endorsed on the rough rice warehouse receipt. Unpaid accumulated storage charges at the posted tariff applicable to the warehouse where the rough rice is stored shall be allowed and credited to the buyer by the seller to and including date of delivery.

If storage charges up to and including the 18/th/ calender day preceding the delivery months of March, July and September and are not paid by the first calendar day of any such delivery month, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage charges multiplied by the "prime interest rate" in effect on the day that the accrued storage charges are paid, all multiplied by the number of calender days that storage is overdue divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate". Bank of America-Illinois Bank One Harris Trust & Savings Bank and the Northern Trust Company.

Storage on rough rice shall not exceed 34/100 of a cent per hundredweight per day. Regular Rough Rice warehousemen shall maintain in the immediate vicinity of the Exchange either an office or a duly authorized representative or agent which is a registered clearing member of the Exchange to whom Rough Rice storage charges must be paid. (11/01/03)

3704.01 Conditions of Regularity for Warehouses - The following shall constitute the minimum requirements and conditions for regularity of Rough Rice warehouses:

A. The warehouse shall at all times meet standards of construction, sanitation and dust control, insurability and physical maintenance applicable generally to commercial warehouses.

B. It shall be situated with respect to transportation facilities deemed adequate by the Exchange.

C. It shall be located in such states as the Exchange may designate from time to time as delivery locations for Rough Rice.

D. It shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 37D. It shall file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require. The Exchange may, at its option, waive bond requirements.

E. It shall maintain all licenses required by state or federal law.

F. It shall have standard equipment and appliances for the convenient and expeditious receiving, handling and shipping of Rough Rice in bulk, in railroad cars, and in trucks, and shall be properly safeguarded and patrolled.

G. It shall cooperate with the Exchange's system of registration of negotiable warehouse receipts and furnish to the Exchange all needed information to enable it to keep a correct record and account of all Rough Rice remaining in store and receipts issued as of the close of each week.

H. It shall file its tariffs listing in detail the maximum charges for the handling and storage of Rough Rice, and thereafter it shall file with the Exchange any proposed changes in such tariffs. The effective date of the change will be on the first day of the month that follows a two-month time period after the day a written notice of the change is received by the Exchange.

I. It shall not engage in unethical conduct, or fail to be operated in accordance with accepted commercial practices or fail to comply with governmental statutes, rules and regulations governing warehouses and the commodities stored therein.

J. It shall make such reports, keep such records, and permit such warehouse visitations and examinations of documents as the Exchange, the Commodity Futures Trading Commission and the United States Department of Justice may prescribe or undertake; it shall comply with all applicable rules, regulations and orders promulgated by the Commodity Futures Trading Commission and with all requirements established by the Exchange because of such rules or orders.

K. The Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Rough Rice futures contracts or impair the efficacy of futures trading in Rough Rice, or whether the currently approved regular capacity provides for an adequate deliverable supply. (01/01/04)

3704.02 Application For Declaration of Regularity - Persons operating warehouses for the storage of Rough Rice traded on the Exchange who desire to have such warehouses made regular for delivery of Rough Rice under the rules and regulations shall make application for an initial declaration of regularity on a form prescribed by the Exchange prior to May 1, 1994, and every even year thereafter, for a two-year term beginning the following July 1, and every even year thereafter, and at any time during a current term for the balance of that term. Regular warehouses who desire to change their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and changes in regularity shall be effective either thirty days after a notice that a bona fide application has been received, is posted on the floor of the exchange, or the day after the application is approved by the Exchange, whichever is later.

Applications for a renewal of regularity shall be made prior to May 1, 1994, and every even year

thereafter, for the respective years beginning July 1, 1994 and every even year thereafter, and shall be on the same form.

As part of its application for regularity, the warehouseman expressly agrees to consent to the disciplinary jurisdiction of the Exchange for five (5) years after regularity lapses for conduct pertaining to regularity which occurred while the warehouse was regular.

3704.03 Duties of Warehousemen - It shall be the duty of operators of all regular warehouses:

A. RESERVED

B. To notify the Exchange of any change in the condition of their warehouse which might materially affect their physical or financial ability to continue to meet the requirements for regularity under these rules and regulations. Any warehouse must immediately notify the Exchange of any material reduction of its capital, including the incurring of a contingent liability which would materially affect capital should such liability become fixed. Such notice must be in writing and signed by an officer of the warehouse.

   For purposes of this requirement, a reduction amounting to twenty percent (20%) or more from the total capital reported as of the last date for which a financial statement was filed under this requirement shall be deemed material. In determining total capital, there shall be taken into consideration equities and deficits in all proprietary accounts properly included in the determination of net worth.

C. To insure adequately and fully commodities covered by warehouse receipts tendered for delivery against loss by fire, tornado and the contingencies provided for in the standard form of "extended coverage" endorsements or policies. Commodities shall be deemed so insured when the warehouse shall maintain such insurance for the benefit of all depositories of grain under tariffs, rules or regulations authorized and promulgated under the authority of the United States Warehouse Act. In any warehouse declared regular by the Exchange, the charge for insurance on commodities delivered on futures contracts shall be limited to a maximum of $1.00 per $100.00 evaluation annually. Any charges for insurance in excess of this amount shall be paid by the warehouseman.

D. To remove no commodity covered by negotiable warehouse receipts registered with the Exchange from the designated warehouse or, if appropriate, from the designated bond save at the request of the negotiable warehouse receipt holder upon surrender of the receipt.

E. To register with the Exchange all negotiable warehouse receipts relating to commodities for which the warehouse is declared regular and to cancel such registrations before releasing property.

F. To have a representative in Chicago, Illinois authorized and known to the Exchange to act in matters pertaining to negotiable warehouse receipts including shipping instructions.

G. To load vehicles furnished by holders of negotiable warehouse receipts of the Exchange within the time specified by these rules and regulations.

H. To furnish the Exchange with copies of policies or certificates of insurance under which deliverable commodities in the warehouse are insured.

I. To deliver commodities ordered out of the warehouse in buyer's vehicles within such times as specified by these rules and regulations showing no preference in out-loading, unless conditions such as acts of God, fire, flood, windstorm, explosion or other force majeure interfere therewith; provided, the warehouse shall make no charge for storage after three days following receipt of the load-out order notwithstanding delivery is prevented because of such act of God, etc.

   If no time period for out-loading is set forth in the rules or regulations of a given contract, load-out under such contract shall occur not later than three business days after vehicles are ready for loading, except as provided herein.

J. To inspect the transportation facilities furnished by the negotiable warehouse receipt holder. If, in the warehouseman's judgement, cleaning is necessary, he shall immediately notify the

receipt holder and thereafter abide by the holder's instructions.

K. To load each vehicle to its capacity providing sufficient negotiable warehouse receipts are tendered.

L. To bear the costs of all expenses contingent upon transfer of title of the warehoused commodity to another regulated warehouse satisfactory to the owners of such commodity in the event of expiration or revocation of regularity or in the event of abandonment or sale of the properties where regularity is not reissued. (11/01/94)

3704.04 Safeguarding Condition Of Stored Commodities -

A. Whenever in the opinion of the operator of the warehouse any commodity stored in a public warehouse under his jurisdiction should be loaded out in order to protect the best interests of the parties concerned, such operator shall notify the Exchange giving the location and grades of such commodity. The Exchange shall immediately notify an appropriate inspection service which shall at once proceed to the warehouse in which the commodity is stored and examine it in conjunction with the operator of such warehouse. If the inspection service agrees with the operator that the commodity should be moved, it shall so notify the Registrar. If the inspection service does not agree with the operator that the commodity should be moved, the operator of the warehouse shall have the right to appeal to the Business Conduct Committee of the Exchange. If on such appeal the Business Conduct Committee shall agree with the operator that the commodity should be moved, the committee shall so notify the Registrar, and the warehouse receipts covering the above specified lot or lots shall no longer be regular for delivery on futures contracts. Upon receiving such notice, either from the inspection service or from the Business Conduct Committee, the Registrar shall notify the holder, or holders, or their agents, together with the Chairman of the Business Conduct Committee, of the total quantity of the grade of commodity in question (selecting the oldest registered warehouse receipt first, then such additional registered warehouse receipts in the order of their issuance as may be necessary to equal such total quantity of the commodity).

When this information reaches the Chairman of the Business Conduct Committee, he shall appoint a Committee consisting of five disinterested handlers of the cash commodity. This Committee shall meet at once and after taking into consideration various factors that establish the value of the grade of the receipts held by such owner or owners, shall determine the fair value of the commodity, which price shall be that to be paid by the operator. If the price offered is not satisfactory, a Committee appointed by the Chairman of the Business Conduct Committee (at the request of such owner), shall procure other offers for such commodity, and such offers shall be immediately reported to the owner or his agent. If the owner refuses to accept any such offers, he shall have the two following business days to order and furnish facilities for loading the commodity out of store, and during this period the warehouse shall be obliged to deliver the commodity called for by the warehouse receipts, but not more than three (3) days may elapse after notification by the Registrar to the holder of the receipt before satisfactory disposition shall have been made of the commodity, either by sale to the operator or by the ordering out and furnishing facilities to load the same, provided the amount of such commodity does not exceed 20,000 hundredweight of rough rice in any one warehouse. If the amount of commodity in question exceeds such amount, the owner, or owners, of the warehouse receipts shall be allowed forty-eight hours of grace over and above the aforementioned three days for each additional 20,000 hundredweight.

B. In the event that the holder of the warehouse receipt, or his agent, fails to move the commodity or make other satisfactory disposition of same within the prescribed time, it shall be held for his account, and any loss in grade sustained shall likewise be for his account.

C. Nothing in the foregoing provisions shall be construed as prohibiting the warehouseman from fulfilling contracts from other stocks under his control. (11/01/94)

3704.05 Damage To Commodity In Store - Notice - The operator of a warehouse shall promptly advise the Exchange of any damage to a commodity held in store by it whenever such damage shall

occur to an extent that will render it unwilling to purchase and withdraw from store, at its cost, all such damaged commodity. (11/01/94)

3704.06 Revocation of Regularity - Any declaration of regularity may be withdrawn by the Exchange at any time if the warehouse does not comply with the conditions above set forth or fails to carry out prescribed duties; providing, however, the Exchange has theretofore given notice to the warehouseman of the deficiencies and a reasonable time, under the circumstances, to cure them.

If the designation is revoked, the Exchange shall post such revocation on the bulletin board together with the period of time, if any, during which the negotiable warehouse receipts issued by the warehouse will be deliverable in satisfaction of futures contracts.

Once such period of time, if any, has expired, and the negotiable warehouse receipts issued by the warehouse are no longer deliverable in satisfaction of futures contracts, the warehouse shall bear the cost of the transfer of the warehoused commodity to another regulated warehouse, in accordance with 3704.03, paragraph L. (11/01/94)

3704.07 Federal Warehouses - In compliance with the provisions of Section 5a(7) of the Commodity Exchange Act, providing that the commodity may be delivered from a warehouse subject to the United States Warehouse Act, 7 U.S.C. Sections 241-273, a receipt issued under that Act shall be accepted for delivery on any futures contract provided the commodity represented by the receipt meets contract specifications and the warehouse issuing the receipt meets the requirements imposed by this chapter on all other warehouses. (11/01/94)

3704.08 Finality of USDA Or Other Required Inspection Certificate - The Exchange assumes no responsibility and disclaims all liability on account of the grade, quantity or specifications of any commodity delivered on the basis of a USDA or other required inspection certificate. Such certificate shall constitute conclusive evidence of the grade, quantity or other specifications of the commodity described therein. (11/01/94)

3705.01 Delivery Through Clearing Services Provider - All deliveries on maturing contracts shall be made through the Clearing Services Provider. The Clearing Services Provider shall prescribe such forms and requirements for initiating and completing delivery as are consistent with this chapter and the various contract specification chapters. (12/01/03)

3705.02 Payment Upon Delivery - The receiver of a Notice of Intention from the Clearing Services Provider shall present the delivery invoice at the office of the deliverer not later than 1:00 p.m. on the next business day, i.e., delivery day, or by such other time designated by the Exchange, together with a certified or cashier's check drawn on a Chicago bank, and shall receive therefore, properly endorsed, warehouse receipts or shipping certificates in accordance with the Notice and any other contract documents required under these rules and regulations.

If said delivery day is a banking holiday, delivery and payment must be made before 9:30 a.m. the next banking business day, or by such other time designated by the Exchange, and the seller shall be responsible for storage charges up to and including that banking holiday. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its Regulations. (12/01/03)

3705.03 Necessity Of Possession Of Documents - The deliverer shall at such time as the Notice of Intent is delivered to the Clearing Services Provider have possession of all documents (except a warehouse receipt in the case of a redelivery) necessary to make good delivery. (12/01/03)

3705.04 Suspended Member Out Of Line For Delivery - When a clearing member who has open purchases is suspended from the Clearing Services Provider for default or insolvency, he shall be deemed out of line for delivery and tender shall be made to the buyer obligated upon the next oldest contract. Also, if tender be made to a buyer who is thereafter suspended for default or insolvency before delivery is accepted, the Notice shall be withdrawn and another immediately served upon the buyer obligated upon the next oldest contract. (12/01/03)

3705.05 Failure to Deliver - A clearing member who has not tendered a Notice on or before 8:00 p.m., or by such other time designated by the Exchange, on the last day in a delivery month on which such notice is permitted shall be in default. Failure to make delivery shall constitute improper conduct.

If a clearing member fails to fulfill its delivery obligation, the non-defaulting clearing member must notify the Clearing Services Provider of such failure as soon as possible. If, and only if, the non-defaulting clearing member notifies the Clearing Services Provider of the failure no later than sixty minutes after the time the delivery obligation was required to have been fulfilled, then the Clearing Services Provider shall pay to the non-defaulting clearing member reasonable damages proximately caused by the default.

The Clearing Services Provider shall not be obligated to either: (1) pay any damages greater than the difference between the delivery price of the specific commodity and the reasonable market price of such commodity at the time delivery was required; or (2) make or accept delivery of the actual commodity; or (3) pay any damages relating to the accuracy, genuineness, completeness, or

acceptableness of warehouse receipts, shipping certificates, or any similar documents; or (4) pay any damages relating to the failure or insolvency of banks, depositories, warehouses, shipping stations, or similar organizations or entities that may be involved with a delivery.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member. (12/01/03)

3705.06 Failure To Accept Delivery -

If a clearing member fails to accept delivery, the seller tendering such delivery shall promptly sell the commodity for the account of the buyer. If the proceeds are insufficient to pay the seller the full delivery price, the clearing member failing to accept delivery shall be liable for the difference.

If a clearing member is unable or refuses to make full payment to the seller, the Clearing Services Provider shall bear the seller's loss in the first instance.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member.

Failure to accept delivery or make full payment shall also constitute improper conduct. (12/01/03)

3705.07 Transfer Of Cash For Futures After Termination Of Contract - Subject to the Exchange approval, a transfer of cash merchandise for futures may be permitted during the contract month after termination of the contract.

Such transfer of cash for futures shall be cleared through the Clearing Services Provider in accordance with normal procedures and shall be made at the prices as are mutually agreed upon by the two parties to the transaction. Such transfers shall be clearly designated by proper symbol as transfer transactions and shall be recorded by the Exchange and the clearing member to the transactions, and proper notice given to the membership. Each party to such transaction must satisfy the Exchange that the transaction is bona fide and must file with the Clearing Services Provider all memoranda necessary to establish the nature of the transaction, the kind and quantity of the cash commodity, the kind, quantity and price of the commodity future, the names of all clearing members to the transaction and such other information as the Clearing Services Provider or Exchange may require.

Such transfer of cash for futures shall bear the normal commission charges pursuant to deliveries. (12/01/03)

3705.08 Risk Of Loss And Charges -

A. Title and the risk of loss or damage pass to the buyer at the time of delivery of the warehouse receipts.

B. The deliverer shall be responsible for all warehouse charges until the time when title passes and thereafter the receiver shall be responsible.

C. The receiver shall be responsible for all inspection and weighing charges at load-out. (11/01/94)

Chapter 38
CBOT Rough Rice Options

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Chapter 38
CBOT Rough Rice Options

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Ch38 Trading Conditions

3801.00 Authority - (See Rule 2801.00). (04/01/04)

3801.01 Application of Regulations - Transactions in put and call options on Rough Rice futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Rough Rice futures contracts (See Rule 490.00). (04/01/04)

3802.01 Nature of Rough Rice Futures Put Options - The buyer of one (1) Rough Rice futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3807.01), to assume a short position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Rough Rice futures put option incurs the obligation of assuming a long position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (04/01/04)

3802.02 Nature of Rough Rice Futures Call Options - The buyer of one (1) Rough Rice futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3807.01), to assume a long position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Rough Rice futures call option incurs the obligation of assuming a short position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (04/01/04)

3803.01 Trading Unit - One (1) 2,000 hundredweight Rough Rice futures contract of a specified contract month on the Chicago Board of Trade. (04/01/04)

3804.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of twenty (20) cents per hundredweight per Rough Rice futures contract (i.e., 7.80, 8.00, 8.20, etc.) and in integral multiples of forty (40) cents per hundredweight per Rough Rice futures contract (i.e., 8.00, 8.40, 8.80, etc.) as follows:

1. a. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Rough Rice futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of forty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that all strikes within $1.10 of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of forty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (04/01/04)

3805.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (04/01/04)

3806.01 Option Premium Basis - The premium for Rough Rice futures options shall be in multiples of $0.0025 per hundredweight of a 2,000 hundredweight Rough Rice futures contract which shall equal $5.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (04/01/04)

3807.01 Exercise of Option - The buyer of a Rough Rice futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (04/01/04)

3807.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3807.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (04/01/04)

3807.03 Corrections to Option Exercises - Corrections to option exercises may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (04/01/04)

3808.01 Expiration of Option - Unexercised Rough Rice futures options shall expire at 7:00 p.m. on the last day of trading. (04/01/04)

3809.01 Months Traded - Trading may be conducted in the nearby Rough Rice futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Rough Rice futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (04/01/04)

3810.01 Trading Hours - The hours of trading of options on Rough Rice futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Rough Rice futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Rough Rice futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Rough Rice futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/04)

3811.01 Position Limits and Reportable Positions - (See Regulation 425.01) (04/01/04)

3812.01 Margin Requirements - (See Regulation 431.05) (04/01/04)

3813.01 Last Day of Trading - No trades in Rough Rice futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Rough Rice futures contract on the last Friday which precedes, by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (04/01/04)

3814.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Rough Rice futures option at a premium of more than the trading limit for the Rough Rice futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (04/01/04)

Chapter 39
Bund Futures

Chapter 39
Bund Futures

Ch39 Trading Conditions

3901.01 Authority - Trading in Bund futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

3902.01 Application of Regulations - Transactions in Bund futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Bund futures. Bund futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

3904.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 8 years 6 months and 10 years 6 months. (04/01/04)

3905.01 Months Traded In - Trading in Bund futures may be scheduled in such months as determined by the Exchange. (04/01/04)

3906.01 Price Basis - The price of Bund futures contracts shall be quoted in points and hundredths of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

3907.01 Hours of Trading - The hours of trading in Bund futures shall be determined by the Exchange. Trading in an expiring Bund futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

3909.01 Last Day of Trading - The last trading day in a Bund futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Bund futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

3909.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 3909.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 3942.01. (04/01/04)

3910.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

3912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

3936.01 Standards - The contract grade shall be any Bundesanleihe (Bund) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 8 years 6 months and 10 years 6 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 3942.01. The price, P, at which any Bund that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds that meet contract grade. (04/01/04)

3942.01 Delivery on Futures Contracts - Delivery against Bund futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds that meet contract grade (as prescribed in Regulation 3936.01). For exceptions to this schedule, see Regulation 3936.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\...P\\i\\...P\\n\\}

where n is the number of Bunds that meet contract grade, and the P\\i\\ , i = 1 through n inclusive, are the prices at which Bunds that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 3936.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

3947.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 40
Bobl Futures

Chapter 40
Bobl Futures

Ch40 Trading Conditions

4001.01 Authority - Trading in Bobl futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

4002.01 Application of Regulations - Transactions in Bobl futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Bobl futures. Bobl futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

4004.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds) and Bundesobligationen (Bobls) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 4 years 6 months and 5 years 6 months. (04/01/04)

4005.01 Months Traded In - Trading in Bobl futures may be scheduled in such months as determined by the Exchange. (04/01/04)

4006.01 Price Basis - The price of Bobl futures contracts shall be quoted in points and hundredths of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

4007.01 Hours of Trading - The hours of trading in Bobl futures shall be determined by the Exchange. Trading in an expiring Bobl futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

4009.01 Last Day of Trading - The last trading day in a Bobl futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Bobl futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

4009.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4009.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4042.01. (04/01/04)

4010.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

4012.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

4036.01 Standards - The contract grade shall be any Bundesanleihe (Bund) or Bundesobligation (Bobl) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 4 years 6 months and 5 years 6 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 4042.01. The price, P, at which any Bund or Bobl that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund or Bobl, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund or Bobl will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund or Bobl that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds and Bobls that meet contract grade. (04/01/04)

4042.01 Delivery on Futures Contracts - Delivery against Bobl futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds and Bobls that meet contract grade (as prescribed in Regulation 4036.01). For exceptions to this schedule, see Regulation 4036.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\....P\\i\\.....P\\n\\}

where n is the number of Bunds and Bobls that meet contract grade, and the P\\i\\, i = 1 through n inclusive, are the prices at which Bunds and Bobls that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 4036.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

4047.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 41
Schatz Futures

Chapter 41
Schatz Futures

Ch41 Trading Conditions

4101.01 Authority - Trading in Schatz futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

4102.01 Application of Regulations - Transactions in Schatz futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Schatz futures. Schatz futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

4104.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds), Bundesobligationen (Bobls), and Bundesschatzanweisungen (Schatz) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 1 year 9 months and 2 years 3 months. (04/01/04)

4105.01 Months Traded In - Trading in Schatz futures may be scheduled in such months as determined by the Exchange. (04/01/04)

4106.01 Price Basis - The price of Schatz futures contracts shall be quoted in points and halves of one hundredth of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

4107.01 Hours of Trading - The hours of trading in Schatz futures shall be determined by the Exchange. Trading in an expiring Schatz futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

4109.01 Last Day of Trading - The last trading day in a Schatz futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Schatz futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

4109.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4109.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4142.01. (04/01/04)

4110.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

4112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

4136.01 Standards - The contract grade shall be any Bundesanleihe (Bund), Bundesobligation (Bobl), or Bundesschatzanweisung (Schatz) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 1 year 9 months and 2 years 3 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 4142.01. The price, P, at which any Bund, Bobl, or Schatz that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund, Bobl, or Schatz, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund, Bobl, or Schatz will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund, Bobl, or Schatz that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds, Bobls, and Schatz that meet contract grade. (04/01/04)

4142.01 Delivery on Futures Contracts - Delivery against Schatz futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds, Bobls, and Schatz that meet contract grade (as prescribed in Regulation 4136.01). For exceptions to this schedule, see Regulation 4136.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\....P\\i\\....P\\n\\}

where n is the number of Bunds, Bobls, and Schatz that meet contract grade, and the P\\i\\, i = 1 through n inclusive, are the prices at which Bunds, Bobls, and Schatz that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 4136.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

4147.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 42
WI 2-Year U.S. Treasury Note Futures

Chapter 42
WI 2-Year U.S. Treasury Note Futures

Ch42 Trading Conditions

4201.01 Authority - Trading in When Issued (WI) 2-Year U.S. Treasury Note futures may be conducted under such terms and conditions as may be prescribed by regulation. (05/01/04)

4202.01 Application of Regulations - Transactions in WI 2-Year U.S. Treasury Note futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in WI 2-Year U.S. Treasury Note futures. WI 2-Year U.S. Treasury Note futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (05/01/04)

4204.01 Unit of Trading - The unit of trading for a WI 2-Year U.S. Treasury Note futures contract shall be approximately $500,000 notional par value of a 2-year U.S. Treasury note regularly scheduled for auction during the contract's delivery month.

The phrases "regularly scheduled" and "regularly schedule," as used here and elsewhere in this chapter in reference to auctions of 2-year U.S. Treasury notes, will describe any note that is scheduled (i) to be auctioned within a given calendar month and (ii) to be issued with a dated date that coincides with the last day of said calendar month. A tentative schedule of forthcoming auctions is published quarterly, generally in the first week of February, May, August, and November, by the Office of Domestic Finance of the U.S. Treasury Department. (05/01/04)

4205.01 Months Traded In - Trading in WI 2-Year U.S. Treasury Note futures may be scheduled in such months as determined by the Exchange. (05/01/04)

4206.01 Price Basis - The price of WI 2-Year U.S. Treasury Note futures contracts shall be quoted on an index basis of 100 minus the yield of the 2-year Treasury note auction regularly scheduled during the contract's delivery month (e.g., a yield of 6.50% is quoted at 93.50). One basis point (0.01) shall be equal to $92.92. The minimum price fluctuation shall be one quarter of one basis point (0.0025), which is equal to $23.23. Contracts shall not be made on any other price basis. (05/01/04)

4207.01 Hours of Trading - The hours of trading in WI 2-Year U.S. Treasury Note futures shall be determined by the Exchange. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct.

Trading in an expiring WI 2-Year U.S. Treasury Note futures contract shall cease at 5:00 p.m. New York time on the contract's last day of trading. (05/01/04)

4209.01 Last Day of Trading - The last trading day in an expiring WI 2-Year U.S. Treasury Note futures contract shall be the day of the auction of 2-year U.S. Treasury notes regularly scheduled during the contract's delivery month.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contact, then the last day of trading in the WI 2-Year U.S. Treasury Note futures contract with the corresponding delivery month shall automatically become the business day preceding the last calendar day of the delivery month. (05/01/04)

4209.02 Liquidation During the Delivery Month - After trading has ceased in contracts for

future delivery in the current delivery month (in accordance with Regulation 4209.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4242.01. (05/01/04)

4210.01 Margin Requirements - (See Regulation 431.03). (05/01/04)

4212.01 Position Limits and Reportable Positions - (See Regulation 425.01). (05/01/04)

4236.01 Standards - The contract grade shall be 100 minus the final settlement yield of the unit of trading (as defined in Regulation 4204.01 of this chapter) on the last day of trading (as defined in Regulation 4209.01 of this chapter).

The final settlement yield shall be the outcome of the 2-year U.S. Treasury note auction regularly scheduled during the contract's delivery month, as published by the U.S. Treasury Department, rounded to the nearest one quarter (1/4) of one basis point.

In the event that the final settlement yield is at the exact midpoint between any two adjacent quarters of one basis point, the final settlement yield will be obtained by rounding up to the nearest one quarter of one basis point.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contract, then the final settlement yield for the contract with the corresponding delivery month shall be the 2-year Treasury constant maturity yield for the contract's last day of trading (as specified under this contingency in Regulation 4209.01), as published by the Board of Governors of the Federal Reserve System in its Daily Update to the H.15 Statistical Release ("Selected Interest Rates"). Said Daily Update to the H.15 Statistical Release generally will be published on the first business day following the last day of trading. (05/01/04)

4242.01 Delivery on Futures Contracts - Delivery against WI 2-Year U.S. Treasury Note futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Final settlement yield shall be calculated on the last day of trading, after the U.S. Treasury Department has announced the auction result.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contract, then the final settlement yield shall be calculated after the Board of Governors of the Federal Reserve System has published the pertinent Daily Update to the H.15 Statistical Release (as specified under this contingency in Regulation 4236.01). (05/01/04)

Chapter 43
CBOT(R) Dow Jones Industrial Average(SM) Index Futures

Chapter 43
CBOT(R) Dow Jones Industrial Average(SM) Index/1/ Futures

Ch 43 Trading Conditions

4301.00 Authority - (See 1701.00) (11/01/97)

4302.01 Application of Regulations - Futures transactions in CBOT Dow Jones Industrial Average(SM) ("DJIA") Index contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT Dow Jones Industrial Average(SM) Index contracts. (09/01/00)

4303.01 Emergencies, Acts of God, Acts of Government - If delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (11/01/97)

4304.01 Unit of Trading - The unit of trading shall be $10.00 times the Dow Jones Industrial Average(SM). The Dow Jones Industrial Average(SM) is a price-weighted composite index of 30 stocks. (11/01/97)

4305.01 Months Traded In - The months listed for trading are March, June, September and December, at the discretion of the Exchange. (11/01/97)

4306.01 Price Basis - The price of the CBOT Dow Jones Industrial Average(SM) Index futures shall be quoted in points. One point equals $10.00. The minimum price fluctuation shall be one point per contract. Contracts shall not be made on any other price basis. (11/01/97)

4307.01 Hours of Trading - The hours of trading for future delivery in CBOT Dow Jones Industrial Average(SM) Index futures shall be determined by the Board.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (11/01/97)

4308.01 Price Limits and Trading Halts - (See Regulation 1008.01) (11/01/97)

4309.01 Last Day of Trading - The last day of trading in CBOT Dow Jones Industrial Average

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Index futures contracts deliverable in the current delivery month shall be the trading day immediately preceding the final settlement day (as described in Regulation 4342.03). (11/01/97)

4309.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 4309.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 4342.01. (11/01/97)

4310.01 Margin Requirements - (See Regulation 431.03) (11/01/97)

4312.01 Position Limits and Reportable Positions - (See Regulation 425.01) (11/01/97)

4336.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 4342.02) of the Dow Jones Industrial Average(SM) Index on final settlement day (as described in Regulation 4342.03). (11/01/97)

4342.01 Delivery on Futures Contracts - Delivery against the CBOT Dow Jones Industrial Average(SM) Index Futures contract must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 4342.03) and shall be accomplished by cash settlement as hereinafter provided.

Clearing members holding open positions in a CBOT Dow Jones Industrial Average(SM) Index futures contract at the time of termination of trading shall make payment to and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 4342.02). (12/01/03)

4342.02 Final Settlement Price - The final settlement price shall be determined on the final settlement day. The final settlement price shall be $10 times a Special Open Quotation (SOQ) of the Dow Jones Industrial Average(SM) Index based on the opening prices of the component stocks in the index, or on the last sale price of a stock that does not open for trading on the regularly scheduled day of final settlement (as described in Regulation 4342.03).

If the New York Stock Exchange ("NYSE") does not open on the day scheduled for the determination of the final settlement price, then the NYSE-stock component of the final settlement price shall be based on the next opening prices for NYSE stocks. (11/01/97)

4342.03 The Final Settlement Day - The final settlement day shall be defined as the third Friday of the contract month, or if the Dow Jones Industrial Average(SM) is not published for that day, the first preceding business day for which the Dow Jones Industrial Average(SM) is scheduled to be published. (11/01/97)

4347.01 Payment - (See Regulation 1049.04.) (11/01/97)

4348.01 Disclaimer -

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Chapter 44
CBOT(R) Dow Jones Industrial Average(SM) Index Futures Options

Chapter 44
CBOT(R) Dow Jones Industrial Average(SM) Index/1/
Futures Options

Ch 44 Trading Conditions

4401.00 Authority - (See Rule 2801.00) (11/01/97)

4401.01 Application of Regulations - Transactions in put and call options on CBOT Dow Jones Industrial Average(SM) ("DJIA") Index futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT Dow Jones Industrial Average(SM) Index futures contracts. (See Rule 490.00) (09/01/00)

4402.01 Nature of CBOT Dow Jones Industrial Average(SM) Index Futures Put Options- The buyer of one (1) CBOT Dow Jones Industrial Average(SM) Index futures put option may exercise his option at any time prior to expiration (subject to Regulation 4407.01), to assume a short position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT Dow Jones Industrial Average(SM) Index futures put option incurs the obligation of assuming a long position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (11/01/97)

4402.02 Nature of Dow Jones Industrial Average(SM) Index Futures Call Options -The buyer of one (1) CBOT Dow Jones Industrial Average(SM) Index futures call option may exercise his option at any time prior to expiration (subject to Regulation 4407.01), to assume a long position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT Dow Jones Industrial Average(SM) Index futures call option incurs the obligation of assuming a short position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (11/01/97)

4403.01 Trading Unit - One (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month on the Chicago Board of Trade. (11/01/97)

4404.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one hundred (100) index points per CBOT Dow Jones Industrial Average Index futures contract and in integral multiples of two hundred (200) index points per CBOT Dow Jones Industrial Average(SM) Index futures contract as follows:

A. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in one hundred point intervals shall be listed: one with a striking price closest to the previous day's settlement price on the underlying CBOT Dow Jones Industrial Average Index futures contract and the next twenty consecutive higher and the next twenty consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time new striking prices will be added

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to ensure that at least twenty one hundred point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in two hundred point intervals shall be listed: the next ten consecutive higher and the next ten consecutive lower strike prices above and below the strike price band as stipulated in Regulation 4404.01(A). Over time new striking prices will be added to ensure that at least ten striking prices in two hundred point intervals always exist above and below the strike price band as stipulated in Regulation 4404.01(A).

C. At the end of each quarterly cycle, the Exchange shall reset every listed month's strike prices to conform with Regulation 4404.01(A) and Regulation 4404.01(B). The newly calculated strike price band will be based on the final settlement price on the last business day of the quarterly cycle of the underlying futures contract. The Exchange will delist all previously listed strike prices that are not one of the newly calculated strike prices, provided that the strike to be delisted has neither call nor put open interest.

D. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (11/01/03)

4405.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

4406.01 Option Premium Basis - The premium for CBOT Dow Jones Industrial Average(SM) Index futures options shall be in multiples of one-half (1/2) of one index point of a CBOT Dow Jones Industrial Average(SM) Index futures contract which shall equal $5.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (11/01/03)

4407.01 Exercise of Option - The buyer of a CBOT Dow Jones Industrial Average(SM) Index futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

4407.02 Automatic Exercise - Notwithstanding the provisions of Regulation 4407.01, for options with quarterly expirations, all in-the-money2 options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, or such other time designated by the Exchange unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notwithstanding the provisions of Regulation 4407.01, for options with non-quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the last day of trading, or such other time designated by the Exchange unless notice to cancel automatic exercise is given to the Clearing Services Provider.

For options with quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the business day following the last day of trading. For options with non-quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

4408.01 Expiration of Option - Unexercised CBOT Dow Jones Industrial Average(SM) Index futures options with quarterly expirations shall expire at 7:00 p.m. on the business day following the last day of trading.

Unexercised CBOT Dow Jones Industrial Average(SM) Index futures options with non-quarterly expirations shall expire at 7:00 p.m. on the last day of trading. (11/01/97)

4409.01 Months Traded In - The months listed for trading are January through December at the discretion of the Exchange; provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which CBOT Dow Jones Industrial Average(SM) Index futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the October or November option contract is the December futures contract. (01/01/98)

4410.01 Trading Hours - The hours of trading of options on CBOT Dow Jones Industrial

/2/ An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call than the exercise price for the option.

Average(SM) Index futures contracts shall be determined by the Board. On the last day of trading in an expiring option the closing time for such option shall be the same as the underlying futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring CBOT Dow Jones Industrial Average(SM) Index futures options shall be closed with a public call, made strike price by strike price, conducted by such persons as the Regulatory Compliance Committee shall direct. CBOT Dow Jones Industrial Average(SM) Index futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (11/01/97)

4411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

4412.01 Margin Requirements - (See Regulation 431.05) (11/07/97)

4413.01 Last Day of Trading - For options expiring on the quarterly cycle, trading shall terminate at the same date and time as the underlying futures contract. For options that expire in months other than those in the quarterly cycle, options trading shall terminate on the third Friday of the option contract month, at the end of the regular trading session. If that day is not an Exchange business day, options trading shall terminate on the first preceding business day. (11/01/97)

4414.01 Option Premium Fluctuation Limits - Option premium limits for the CBOT Dow Jones Industrial Average(SM) Index futures options shall correspond to the daily trading limit in effect at that time for the underlying futures contract as specified in Regulation 1008.01F. There shall be no trading in any option contract during a period in which trading in the underlying future is halted as specified in Regulation 1008.01F. On the first day of trading, limits shall be set from the lowest premium of the opening range. (11/01/97)

4414.02 Trading Halts on e-cbot - There shall be no trading in any option contract during e-cbot trading hours when the CBOT Dow Jones Industrial Average(SM) Index primary futures contract is limit bid or limit offered at the e-cbot price limit. (09/01/00)

4415.01 Disclaimer -

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Chapter 49
10-Year Interest Rate Swap Futures

Chapter 49
10-Year Interest Rate Swap Futures

Ch49 Trading Conditions

4901.01 Authority - Trading in 10-Year Interest Rate Swap futures may be conducted under such terms and conditions as may be prescribed by regulation. (11/01/01)

4902.01 Application of Regulations - Transactions in 10-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 10-Year Interest Rate Swap futures contracts. 10-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (11/01/01)

4904.01 Unit of Trading - The unit of trading shall be the notional price of the fixed-rate side of a 10-year interest rate swap that has notional principal equal to $100,000, and that exchanges semiannual interest payments at a fixed rate of 6% per annum, measured according to a 30/360 daycount convention, for floating interest rate payments, based on the 3-month London interbank offered rate (hereafter, LIBOR) and measured according to an actual/360 daycount convention, and that otherwise conforms to the terms prescribed by the International Swap and Derivatives Association, Inc. (hereafter, ISDA) for the purpose of computing the daily fixing of ISDA Benchmark Rates for U.S. dollar interest rate swaps. (06/01/02)

4905.01 Months Traded In - Trading in 10-Year Interest Rate Swap futures may be scheduled in such months as determined by the Exchange. (11/01/01)

4906.01 Price Basis - The price of 10-Year Interest Rate Swap futures contracts shall be quoted in points. One point equals $1,000.00. The minimum price fluctuation shall be one thirty-second (1/32) of one point or thirty-one dollars and twenty-five cents ($31.25) per contract except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract. Contracts shall not be made on any other price basis. (04/01/02)

4907.01 Hours of Trading - The hours of trading in 10-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring 10-Year Interest Rate Swap futures contract shall cease at 11:00 a.m. New York time on the last trading day of said futures contract, subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. That is, on the last day of trading in an expiring future, a bell shall be rung at 11:00 a.m. New York time designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute, and quotations made during this time shall constitute the close. Following the above-described closing procedure, the Modified Closing Call will be conducted in accordance with Regulation 1007.02. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (06/01/02)

4909.01 Last Day of Trading - The last trading day of a 10-Year Interest Rate Swap futures contracts shall be the second London business day before the third Wednesday of the contract's delivery month. (11/01/01)

4909.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4909.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4942.01. (11/01/01)

4910.01 Margin Requirements - (See Regulation 431.03). (11/01/01)

4912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (11/01/01)

Ch49 Delivery Procedures

4936.01 Standards - The contract grade shall be the final settlement price of the unit of trading (as defined in Regulation 4904.01 of this chapter) on the last day of trading (as defined in Regulation 4909.01 of this chapter).

The final settlement price shall be based upon the ISDA Benchmark Rate** for a 10-year U.S. dollar interest rate swap for the last day of trading, as published on the last day of trading on Reuters page ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. Dollar interest rate swaps). Determination of the final settlement price on the basis of said ISDA Benchmark Rate shall be as prescribed in Regulation 4942.01 of this chapter.

Hereafter in this chapter, the ISDA Benchmark Rate for a 10-year U.S. dollar interest rate swap shall be referenced as "the ISDA Benchmark," and ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. dollar interest rate swaps) shall be referenced as "Reuters".

If Reuters fails to report the ISDA Benchmark for the last day of trading on the last day of trading, then the final settlement price shall be based upon the ISDA Benchmark for the next available business day to be reported by Reuters. (06/01/02)

4942.01 Delivery on Futures Contracts - Delivery against 10-Year Interest Rate Swap futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, final settlement value (defined below) shall be calculated on the last day of trading after Reuters has published the ISDA Benchmark for the last day of trading. Generally, such publications will occur at 11:30 a.m. New York time on the last day of trading. For exceptions to this, see 4936.01.

The final settlement value shall be determined as follows:

Final Settlement Value = $100,000 * [6/r + (1-6/r)*(1 + 0.01*r/2)/-20/]

where r represents the ISDA Benchmark for the last day of trading, expressed in percent terms. For example, if the ISDA Benchmark for the last day of trading is five and one quarter percent, then r is equal to 5.25.

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one quarter of one thirty-second of a price point.

Example: Suppose the ISDA Benchmark on the last day of trading is 5.50. The final settlement value will be $103,806.81. To render this in terms of price points and quarters of thirty-seconds of price points, note that it is between 103-25.75/32nds and 103-26/32nds (where each price point equals $1,000) --

103-26/32nds	=	$ 103,812.50
Final settlement value	=	$ 103,806.81
103-25.75/32nds	=	$103,804.6875

The final settlement value is nearer to 103-25.75/32nds. Thus, the final settlement price is obtained by rounding down to 103-25.75/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent quarters of one thirty-second of a price point, the final settlement price will be obtained by rounding up to the nearest one quarter of a thirty-second of a price point. (06/01/02)

4947.01 Payment - (See Regulation 1049.04) (12/01/03)

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**ISDA Benchmark mid-market par swap rates collected at 11:00 a.m. by Reuters Limited and Garban Intercapital plc and published on Reuters page ISDAFIX1. Source: Reuters Limited.

Chapter 50
10-Year Interest Rate Swap Futures Options

Chapter 50
10-Year Interest Rate Swap Futures Options

Ch50 Trading Conditions

5000.01 Authority - Trading in put and call options on 10-Year Interest Rate Swap futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/02)

5001.01 Application of Regulations - Transactions in put and call options on 10-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on 10-Year Interest Rate Swap futures contracts. (See Rule 490.00.) Options on 10-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (12/01/02)

5002.01 Nature of 10-Year Interest Rate Swap Futures Put Options - The buyer of one (1) 10-Year Interest Rate Swap futures put option may exercise his option at any time prior to expiration (subject to Regulation 5007.01), to assume a short position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 10-Year Interest Rate Swap futures put option incurs the obligation of assuming a long position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a put option buyer. (12/01/02)

5002.02 Nature of 10-Year Interest Rate Swap Futures Call Options - The buyer of one (1) 10-Year Interest Rate Swap futures call option may exercise his option at any time prior to expiration (subject to Regulation 5007.01), to assume a long position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 10-Year Interest Rate Swap futures call option incurs the obligation of assuming a short position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a call option buyer. (12/01/02)

5003.01 Trading Unit - One (1) 10-Year Interest Rate Swap futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (12/01/02)

5004.01 Striking Prices - Trading shall be conducted for put and call options with strike prices in integral multiples of one (1) point per 10-Year Interest Rate Swap futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying 10-Year Interest Rate Swap futures contract, the next twenty-five (25) consecutive higher and the next twenty-five (25) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least twenty-five (25) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (04/01/04)

5005.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

5006.01 Option Premium Basis - The premium for 10-Year Interest Rate Swap futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000.00) of a 10-Year Interest Rate Swap futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract. (07/01/03)

5007.01 Exercise of Option - The buyer of a 10-Year Interest Rate Swap futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day. In-the-money options that have not been liquidated or exercised on the last day of trading in such option shall be automatically exercised in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on the last day of trading by the clearing member representing the option buyer.

Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) and unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option.

5008.01 Expiration of Option - Unexercised 10-Year Interest Rate Swap futures options shall expire at 7:00 p.m. on the day of termination of trading. (See Regulation 5013.01.) (12/01/03)

5009.01 Months Traded In - Trading in 10-Year Interest Rate Swap futures options may be scheduled in such months as determined by the Exchange. (12/01/02)

5010.01 Trading Hours - The hours of trading of options on 10-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring option contract shall cease at 11:00 a.m. New York time on the last trading day of said option contract subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. 10-Year Interest Rate Swap futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Exchange shall direct. (12/01/02)

5011.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/02)

5012.01 Margin Requirements - (See Regulation 431.05) (12/01/02)

5013.01 Last Day of Trading - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 11:00 a.m. New York time on the second London business day before the third Wednesday of the underlying futures contract's delivery month. (12/01/02)

Chapter 51

5-Year Interest Rate Swap Futures

Chapter 51
5-Year Interest Rate Swap Futures

Ch51 Trading Conditions

5101.01 Authority - Trading in 5-Year Interest Rate Swap futures may be conducted under such terms and conditions as may be prescribed by regulation. (07/01/02)

5102.01 Application of Regulations - Transactions in 5-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 5-Year Interest Rate Swap futures contracts. 5-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (07/01/02)

5104.01 Unit of Trading - The unit of trading shall be the notional price of the fixed-rate side of a 5-year interest rate swap that has notional principal equal to $100,000, and that exchanges semiannual interest payments at a fixed rate of 6% per annum, measured according to a 30/360 daycount convention, for floating interest rate payments, based on the 3-month London interbank offered rate (hereafter, LIBOR) and measured according to an actual/360 daycount convention, and that otherwise conforms to the terms prescribed by the International Swap and Derivatives Association, Inc. (hereafter, ISDA) for the purpose of computing the daily fixing of ISDA Benchmark Rates for U.S. dollar interest rate swaps. (07/01/02)

5105.01 Months Traded In - Trading in 5-Year Interest Rate Swap futures may be scheduled in such months as determined by the Exchange. (07/01/02)

5106.01 Price Basis - The price of 5-Year Interest Rate Swap futures contracts shall be quoted in points. One point equals $1,000.00. Par shall be on the basis of 100 points. The minimum price fluctuation shall be one half of one thirty-second (1/32) of one point per 100 points ($15.625 per contract), except for intermonth spreads, where the minimum price fluctuation shall be one-fourth of one thirty-second of one point per 100 points ($7.8125 per contract). Contracts shall not be made on any other price basis. (06/01/04)

5107.01 Hours of Trading - The hours of trading in 5-Year Interest Rate Swap futures shall be determined by the Board.

Trading in an expiring 5-Year Interest Rate Swap futures contract shall cease at 11:00 a.m. New York time on the last trading day of said futures contract, subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. That is, on the last day of trading in an expiring future, a bell shall be rung at 11:00 a.m. New York time designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute, and quotations made during this time shall constitute the close. Following the above-described closing procedure, the Modified Closing Call will be conducted in accordance with Regulation 1007.02.

The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (07/01/02)

5109.01 Last Day of Trading - The last trading day of a 5-Year Interest Rate Swap futures contract shall be the second London business day before the third Wednesday of the contract's delivery month. (07/01/02)

5109.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 5109.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 5142.01. (07/01/02)

5110.01 Margin Requirements - (See Regulation 431.03). (07/01/02)

5112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (07/01/02)

Ch51 Delivery Procedures

5136.01 Standards - The contract grade shall be the final settlement price of the unit of trading (as defined in Regulation 5104.01 of this chapter) on the last day of trading (as defined in Regulation 5109.01 of this chapter).

The final settlement price shall be based upon the ISDA Benchmark Rate** for a 5-year U.S. dollar interest rate swap for the last day of trading, as published on the last day of trading on Reuters page ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. Dollar interest rate swaps). Determination of the final settlement price on the basis of said ISDA Benchmark Rate shall be as prescribed in Regulation 5142.01 of this chapter.

Hereafter in this chapter, the ISDA Benchmark Rate for a 5-year U.S. dollar interest rate swap shall be referenced as the "the ISDA Benchmark," and ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. dollar interest rate swaps) shall be referenced as "Reuters".

If Reuters fails to report the ISDA Benchmark for the last day of trading on the last day of trading, then the final settlement price shall be based upon the ISDA Benchmark for the next available business day to be reported by Reuters. (07/01/02)

5142.01 Delivery on Futures Contracts - Delivery against 5-Year Interest Rate Swap futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, final settlement value (defined below) shall be calculated on the last day of trading after Reuters has published the ISDA Benchmark** for the last day of trading. Generally, such publications will occur at 11:30 a.m. New York time on the last day of trading. For exceptions to this, see 5136.01.

The final settlement value shall be determined as follows:

$$\text{Final Settlement Value} = \$100{,}000 * [\ 6/r + (\ 1-6/r)*(1 + 0.01*r/2)^{-10}\ ]$$

where r represents the ISDA Benchmark for the last day of trading, expressed in percent terms. For example, if the ISDA Benchmark for the last day of trading is five and one quarter percent, then r is equal to 5.250.

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one quarter of one thirty-second of a price point.

Example: Suppose the ISDA Benchmark on the last day of trading is 5.500. The final settlement value will be $102,160.02. To render this in terms of price points and quarters of thirty-seconds of price points, note that it is between 102-05/32nds and 102-05.25/32nds (where each price point equals $1,000) --

102-05.25/32nds	$102,164.0625
Final settlement value	$ 102,160.02
102-05/32nds	$ 102,156.25

The final settlement value is nearer to 102-05/32nds. Thus, the contract expiration price is obtained by rounding down to 102-05/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent quarters of one thirty-second of a price point, the final settlement price will be obtained by rounding up to the nearest one quarter of a thirty-second of a price point. (07/01/02)

5147.01 Payment - (See Regulation 1049.04) (12/01/03)

** ISDA Benchmark mid-market par swap rates collected at 11:00 a.m. by Reuters Limited and Garban Intercapital plc and published on Reuters page ISDAFIX1. Source: Reuters Limited.

Chapter 52
5-Year Interest Rate Swap Futures Options

Chapter 52
5-Year Interest Rate Swap Futures Options

Ch52 Trading Conditions

5200.01 Authority - Trading in put and call options on 5-Year Interest Rate Swap futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/02)

5201.01 Application of Regulations - Transactions in put and call options on 5-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on 5-Year Interest Rate Swap futures contracts. (See Rule 490.00.) Options on 5-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (12/01/02)

5202.01 Nature of 5-Year Interest Rate Swap Futures Put Options - The buyer of one (1) 5-Year Interest Rate Swap futures put option may exercise his option at any time prior to expiration (subject to Regulation 5207.01), to assume a short position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 5-Year Interest Rate Swap futures put option incurs the obligation of assuming a long position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a put option buyer. (12/01/02)

5202.02 Nature of 5-Year Interest Rate Swap Futures Call Options - The buyer of one (1) 5-Year Interest Rate Swap futures call option may exercise his option at any time prior to expiration (subject to Regulation 5207.01), to assume a long position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 5-Year Interest Rate Swap futures call option incurs the obligation of assuming a short position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a call option buyer. (12/01/02)

5203.01 Trading Unit - One (1) 5-Year Interest Rate Swap futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (12/01/02)

5204.01 Striking Prices - Trading shall be conducted for put and call options with strike prices in integral multiples of one-half (1/2) point per 5-Year Interest Rate Swap futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying 5-Year Interest Rate Swap futures contract, the next fifteen (15) consecutive higher and the next fifteen (15) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least fifteen (15) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (04/01/04)

5205.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

5206.01 Option Premium Basis - The premium for 5-Year Interest Rate Swap futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000.00) of a 5-Year Interest Rate Swap futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract. (07/01/03)

5207.01 Exercise of Option - The buyer of a 5-Year Interest Rate Swap futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day. In-the-money options that have not been liquidated or exercised on the last day of trading in such option shall be automatically exercised in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on the last day of trading by the clearing member representing the option buyer. Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider or the President's designee, and such decision will be final. (12/01/03)

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option.

5208.01 Expiration of Option - Unexercised 5-Year Interest Rate Swap futures options shall expire at 7:00 p.m. on the day of termination of trading. (See Regulation 5013.01.) (12/01/03)

5209.01 Months Traded In - Trading in 5-Year Interest Rate Swap futures options may be scheduled in such months as determined by the Exchange. (12/01/02)

5210.01 Trading Hours - The hours of trading of options on 5-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring option contract shall cease at 11:00 a.m. New York time on the last trading day of said option contract subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. 5-Year Interest Rate Swap futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Exchange shall direct.(12/01/02)

5211.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/02)

5212.01 Margin Requirements - (See Regulation 431.05) (12/01/02)

5213.01 Last Day of Trading - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 11:00 a.m. New York time on the second London business day before the third Wednesday of the underlying futures contract's delivery month. (12/01/02)

Chapter 53
CBOT(R) mini-sized Dow/SM/ Futures ($5 Multiplier)

Chapter 53
CBOT(R) mini-sized DowSM Futures ($5 Multiplier)/1/

Note: These contracts are listed for trading by the Chicago Board of Trade pursuant to Commodity Futures Trading Commission exchange certification procedures.

Ch53 Trading Conditions

5301.01 Authority - Trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/02)

5302.01 Application of Regulation - Futures transactions in CBOT(R) mini-sized Dow/SM/ ($5 multiplier) contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT(R) mini-sized Dow/SM/ ($5 multiplier) contracts. CBOT(R) mini-sized Dow/SM/ ($5 multiplier) futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/02)

5303.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (04/01/02)

5304.01 Unit of Trading -- The unit of trading shall be $5.00 times the Dow Jones Industrial Average/SM/. The Dow Jones Industrial Average/SM/ is a price-weighted index of 30 of the largest and most liquid U.S. stocks. (04/01/02)

5305.01 Months Traded In - The months listed for trading are March, June, September and December, at the discretion of the Exchange. (04/01/02)

5306.01 Price Basis - The price of CBOT(R) mini-sized Dow/SM/ ($5 multiplier) futures shall be quoted in index points. One index point is worth $5.00. The minimum price fluctuation shall be one point per contract ($5.00). Contracts shall not be made on any other price basis. (04/01/02)

5307.01 Hours of Trading - The hours of trading for future delivery in CBOT(R) mini-sized Dow/SM/ futures ($5.00 multiplier) shall be determined by the Board.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Exchange shall direct. (04/01/02)

5308.01 Price Limits and Trading Halts - (See Regulation 1008.01.) (04/01/02)

5309.01 Last Day of Trading - The last day of trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts deliverable in the current delivery month shall be the trading day immediately preceding the final settlement day (as described in Regulation 5342.03). (04/01/02)

5309.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 5309.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 5342.01. (04/01/02)

/1/ "Dow Jones/SM/", "The Dow/SM/", Dow Jones Industrial Average/SM/" and "DJIA/SM/" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by the Board of Trade of the City of Chicago, Inc. ("CBOT(R)"). The CBOT's futures and futures option contracts based on the Dow Jones Industrial Average/SM/ are not sponsored, endorsed, sold or promoted by Dow Jones/SM/, and Dow Jones/SM/ makes no representation regarding the advisability of trading in such products.

5310.01 Margin Requirements - (See Regulation 431.03.) (04/01/02)

5312.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (04/01/02)

Ch 53 Delivery Procedures

5336.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 5342.02) of the CBOT(R) mini-sized Dow/SM/ ($5 multiplier) on final settlement day (as described in Regulation 5342.03). (04/01/02)

5342.01 Delivery on Futures Contracts - Delivery against the CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contract must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 5342.03) and shall be accomplished by cash settlement as hereinafter provided.

Clearing members holding open positions in a CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contract at the time of termination of trading shall make payment to and receive payment through the Clearing Corporation in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 5342.02). (12/01/03)

5342.02 Final Settlement Price - The final settlement price shall be determined on the final settlement day. The final settlement price shall be $5 times a Special Open Quotation (SOQ) of the Dow Jones Industrial Average/SM/ based on the opening prices of the component stocks in the index, or on the last sale price of a stock that does not open for trading on the regularly scheduled day of final settlement (as described in Regulation 5342.03).

If the designated primary market for a component stock does not open on the day scheduled for the determination of the final settlement price, then the final settlement price shall be based on the next opening price for the component stock.

If a component stock does not trade on the day scheduled for determination of the final settlement price while the primary market for the stock is open for trading, the last sale price of the stock will be used to calculate the final settlement price. (04/01/02)

5342.03 The Final Settlement Day - The final settlement day shall be defined as the third Friday of the contract month, or if the Dow Jones Industrial Average/SM/ is not scheduled to be published for that day, the first preceding business day for which the Dow Jones Industrial Average/SM/ is scheduled to be published. (04/01/02)

5347.01 Payment - (See Regulation 1049.04.) (04/01/02)

5348.01 Disclaimer -

CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) are not sponsored, endorsed, sold or promoted by Dow Jones. Dow Jones makes no representation or warranty, express or implied, to the owners of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts or any member of the public regarding the advisability of trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts. Dow Jones' only relationship to the Exchange is the licensing of certain trademarks and trade names of Dow Jones and of the Dow Jones Industrial Average/SM/ which is determined, composed and calculated by Dow Jones without regard to the Chicago Board of Trade or CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts. Dow Jones has no obligation to take the needs of the Chicago Board of Trade or the owners of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts into consideration in determining, composing or calculating the Dow Jones Industrial Average/SM/. Dow Jones is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts to be listed or in the determination or calculation of the equation by which CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts are to be converted into cash. Dow Jones has no obligation or liability in connection with the administration, marketing or trading of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts.

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Chapter 54
CBOT(R) mini-sized Dow(SM) Futures Options

Chapter 54
CBOT(R) mini-sized Dow(SM) Futures Options/1/

Ch54 Trading Conditions

5401.00 Authority - (See Rule 2801.00) (02/01/04)

5401.01 Application of Regulations - Transactions in put and call options on CBOT mini-sized Dow futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT mini-sized Dow futures contracts. (See Rule 490.00) (02/01/04)

5402.01 Nature of CBOT mini-sized Dow Futures Put Options - The buyer of one (1) CBOT mini-sized Dow futures put option may exercise his option at any time prior to expiration (subject to Regulation 5407.01), to assume a short position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT mini-sized Dow futures put option incurs the obligation of assuming a long position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (02/01/04)

5402.02 Nature of CBOT mini-sized Dow Futures Call Options - The buyer of one (1) CBOT mini-sized Dow futures call option may exercise his option at any time prior to expiration (subject to Regulation 5407.01), to assume a long position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT mini-sized Dow futures call option incurs the obligation of assuming a short position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (02/01/04)

5403.01 Trading Unit - One (1) CBOT mini-sized Dow futures contract of a specified contract month on the Chicago Board of Trade. (02/01/04)

5404.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one hundred (100) index points per CBOT mini-sized Dow futures contract and in integral multiples of two hundred (200) index points per CBOT mini-sized Dow futures contract as follows:

A. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in one hundred point intervals shall be listed: one with a striking price closest to the previous day's settlement price on the underlying CBOT mini-sized Dow futures contract and the next twenty consecutive higher and the next twenty consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time new striking prices will be added to ensure that at least twenty one hundred point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in two hundred point intervals shall be listed: the next ten consecutive higher and the next ten

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consecutive lower strike prices above and below the strike price band as stipulated in Regulation 5404.01(A). Over time new striking prices will be added to ensure that at least ten striking prices in two hundred point intervals always exist above and below the strike price band as stipulated in Regulation 5404.01(A).

C. At the end of each quarterly cycle, the Exchange shall reset every listed month's strike prices to conform with Regulation 5404.01(A) and Regulation 5404.01(B). The newly calculated strike price band will be based on the final settlement price on the last business day of the quarterly cycle of the underlying futures contract. The Exchange will delist all previously listed strike prices that are not one of the newly calculated strike prices, provided that the strike to be delisted has neither call nor put open interest.

D. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (02/01/04)

5405.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (02/01/04)

5406.01 Option Premium Basis - The premium for CBOT mini-sized Dow futures options shall be in multiples of one index point of a CBOT mini-sized Dow futures contract which shall equal $5.

However, when both sides of the trade are closing transactions, the option premium may range from S1.00 to $4.00 in $1.00 increments per option contract. (02/01/04)

5407.01 Exercise of Option - The buyer of a CBOT mini-sized Dow futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (02/01/04)

5407.02 Automatic Exercise - Notwithstanding the provisions of Regulation 5407.01, for options with quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notwithstanding the provisions of Regulation 5407.01, for options with non-quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the last day of trading, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

For options with quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the business day following the last day of trading. For options with non-quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (02/01/04)

5408.01 Expiration of Option - Unexercised CBOT mini-sized Dow futures options with quarterly expirations shall expire at 7:00 p.m. on the business day following the last day of trading.

Unexercised CBOT mini-sized Dow futures options with non-quarterly expirations shall expire at 7:00 p.m. on the last day of trading.

5409.01 Months Traded In - The months listed for trading are January through December at the discretion of the Exchange; provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which CBOT mini-sized Dow futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example the underlying futures contract for the October or November option contract is the December futures contract. (02/01/04)

5410.01 Trading Hours - The hours of trading of options on CBOT mini-sized Dow futures contracts shall be determined by the Exchange. On the last day of trading in an expiring option the closing time for

such option shall be the same as the underlying futures contract, subject to the provisions of the second paragraph of Rule 1007.00. (02/01/04)

5411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (02/01/04)

5412.01 Margin Requirements - (See Regulation 431.05) (02/01/04)

5413.01 Last Day of Trading - For options expiring on the quarterly cycle, trading shall terminate at the same date and time as the underlying futures contract. For options that expire in months other than those in the quarterly cycle, options trading shall terminate on the third Friday of the option contract month, at the end of the regular trading session. If that day is not an Exchange business day, options trading shall terminate on the first preceding business day. (02/01/04)

5414.01 Option Premium Fluctuation Limits - Option premium limits for the CBOT mini-sized Dow futures options shall correspond to the daily trading limit in effect at that time for the underlying futures contract as specified in Regulation 1008.01D. There shall be no trading in any option contract during a period in which trading in the underlying future is halted as specified in Regulation 1008.01D. On the first day of trading, limits shall be set from the lowest premium of the opening range. (02/01/04)

5414.02 Trading Halts on e-cbot - There shall be no trading in any option contract during e-cbot trading hours when the CBOT mini-sized Dow primary futures contract is limit bid or limit offered at the e-cbot price limit. (02/01/04)

5415.01 Disclaimer -

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Chapter 56
CBOT(R) Dow Jones-AIG Commodity Index(SM) Futures

Chapter 56
CBOT(R) Dow Jones-AIG Commodity Index(SM) Futures/1/

Ch56 Trading Conditions

5601.01 Authority - Trading in CBOT Dow Jones-AIG Commodity Index(SM) futures may be conducted under such terms and conditions as may be prescribed by Regulation. (11/01/01)

5602.01 Application of Regulations - Futures transactions in CBOT Dow Jones-AIG Commodity Index(SM) ("DJ-AIGCI(SM)") futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT Dow Jones-AIG Commodity Index(SM) futures. CBOT Dow Jones-AIG Commodity Index(SM) futures contracts are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (11/01/01)

5603.01 Emergencies, Acts of God, Acts of Government - If delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (11/01/01)

5604.01 Unit of Trading - The unit of trading shall be $100.00 times the Dow Jones-AIG Commodity Index(SM) Futures Price Index which corresponds to each futures contract.

The Dow Jones-AIG Commodity Index(SM) (DJ-AIGCI(SM)) is a liquidity and world production, dollar-weighted, arithmetic average of prices of up to 23 exchange-traded physical commodity futures contracts which satisfy specified criteria. The futures price index is calculated as the fair value of the basket of futures contracts in the DJ-AIGCI(SM) for a specific contract month. The futures price index is identical to the calculation of the weighted average value (WAV1) of the lead futures in the DJ-AIGCI(SM) divided by four(4) and rounded to one decimal place. The futures price index incorporates no rolling forward of futures contracts and is quoted only until the expiration of the corresponding DJ-AIGCI(SM) futures contract. For any January contract, the futures price index shall be determined using the prior year's DJ-AIGCI(SM) specifications. February through December contracts shall use the current year's DJ-AIGCI(SM) specifications. The DJ-AIGCI(SM) specifications criteria, calculation, and roll procedures are defined in the Dow Jones-AIG Commodity Index(SM) Handbook. (09/01/02)

5605.01 Months Traded In - The months listed for trading are January, February, April, June, August, October and December, at the discretion of the Exchange. (11/01/01)

5606.01 Price Basis - The price of the CBOT Dow Jones-AIG Commodity Index(SM) futures shall be quoted in points. One point equals $100.00. The minimum price fluctuation shall be 0.1 (1/10) points per contract ($10.00 per contract). Contracts shall not be made on any other price basis. (11/01/01)

5607.01 Hours of Trading - The hours of trading for future delivery in CBOT Dow Jones-AIG Commodity Index(SM) futures shall be determined by the Exchange.

The market shall be opened and closed for all months simultaneously, or in such other manner as the

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Exchange shall direct. (11/01/01)

5608.01 Price Limits and Trading Halts - There are no price limits for CBOT Dow Jones-AIG Commodity Index(SM) futures. (11/01/01)

5609.01 Last Day of Trading - The last day of trading in CBOT Dow Jones-AIG Commodity Index(SM) futures contracts deliverable in the current delivery month shall be the eleventh business day of the contract month (as described in Regulation 5642.03). (11/01/01)

5609.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 5609.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 5642.01. (11/01/01)

5609.02 Margin Requirements - (See Regulation 431.03) (11/01/01)

5612.01 Position Limits and Reportable Positions - (See Regulation 425.01) (11/01/01)

5636.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 5642.02) of the Dow Jones-AIG Futures Price Index on final settlement day (as described in Regulation 5642.03). (11/01/01)

5642.01 Delivery on Futures Contracts - Delivery against the CBOT Dow Jones-AIG Commodity Index(SM) futures contracts must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 5642.03) and shall be accomplished by cash settlement as hereinafter provided.

Clearing members holding open positions in a CBOT Dow Jones-AIG Commodity Index(SM) futures contract at the time of termination of trading shall make payment to and receive payment through the Clearing Corporation in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 5642.02). (12/01/03)

5642.02 Final Settlement Price - The final settlement price shall be based on a special quotation of the Dow Jones-AIG Futures Price Index which corresponds to the expiring contract as the close of business on the final settlement day (as described in Regulation 5642.03). This special quotation will consist of the Dow Jones-AIG Futures Price Index which corresponds to the expiring contract calculated using the settlement prices of the component futures on final settlement day, except as noted below.

If an exchange that a component or components of the futures price index is trading on is not open on the final settlement day because of a schedule closing, then the contribution to the final settlement price for the affected component or components shall be based on the settlement quotation of the first preceding trading day.

If a component contract month's settlement price on the final settlement day is unavailable because of an unanticipated and/or unannounced closure of the component contract market, then the price of such component contract to be used in calculating the final settlement price shall be the next available settlement price.

If the settlement price of a component contract is a limit bid or offer on the final settlement day, then that contract's contribution to the final settlement price is deferred up to ten business days. In the event that a component contract's settlement price is a limit bid or offer on the final settlement day, the price to be used is the first settlement price after the final settlement day that is not a limit bid or offer. If the settlement price is a limit bid or offer for ten consecutive business days following the final settlement day, the contract's settlement price on the tenth subsequent business day shall be used as the contract's contribution to the final settlement price. (11/01/01)

5642.03 The Final Settlement Day - The final settlement day shall be defined as the eleventh business day of the contract month, or if the Dow Jones-AIG Futures Price Index is not published for that day, the first preceding business day for which the Dow Jones-AIG Futures Price Index was published. (11/01/01)

5647.01 Payment - (See Regulation 1049.04.) (11/01/01)

5648.01 Disclaimer - The CBOT Dow Jones-AIG Commodity Index(SM) futures and futures options are not sponsored, endorsed or sold by Dow Jones, American International Group, AIG or any of their affiliates. None of Dow Jones, American International Group, AIG or any of their affiliates makes any representation or warranty, express or implied, to the owners of or counterparts to the futures and futures options or any member of the public regarding the advisability of investing in securities or commodities generally or in the futures or futures options particularly. The only relationship of such persons to the Licensee is the licensing of certain trademarks, trade names and service marks and of the Dow Jones-AIG Commodity Index(SM), which is determined, composed and calculated by Dow Jones in conjunction with AIG without regard to the CBOT or the CBOT Dow Jones-AIG Commodity Index(SM) futures or futures options. Dow Jones and AIG have no obligation to take the needs of the CBOT or the owners of the futures or futures options into consideration in determining, composing or calculating Dow Jones-AIG Commodity Index(SM). None of Dow Jones, American International Group, AIG or any of their affiliates is responsible for or has participated in the determination of the timing of, prices at, or quantities of the Dow Jones-AIG Commodity Index(SM) futures or futures options to be issued or in the determination or calculation of the equation by which the futures or futures options are to be converted into cash. None of Dow Jones, American International Group, AIG or any of their affiliates shall have any obligation or liability in connection with the administration, marketing or trading of the futures or futures options. Notwithstanding the foregoing, AIG, American International Group and their respective affiliates may independently issue and/or sponsor financial products unrelated to the Products currently being issued by Licensee, but which may be similar to and competitive with the Products.

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Appendix Summary

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 APPENDIX

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Appendix Summmary

APPENDIX SUMMARY

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A. Reserved
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39-46. Reserved

* Not reprinted in Rulebook. Copies are available from the Secretary's Office.

APPENDIX 2

	VOTE	COMMITTEE APPOINTMENTS	CBOE TRADING PRIVILEGES	DISSOLUTION RIGHTS
FULL	Yes	Yes	Yes	Yes
AM	Yes (1/6)	Yes	No	1/6 of Full Members Share
COM	None	As Advisor	No	.005 of Full Members Share
GIM	None	As Advisor	No	.11 of Full Members Share
IDEM	None	As Advisor	No	.005 of Full Members Share
DELEGATES	None	Member of specified committees; Advisor on others	Only for Full Delegate	None

	TRADING PRIVILEGES	COMMUNICATION FROM EXCHANGE FLOOR
FULL	All CBOT (& CBOE) Contracts	Allowed in all contracts
AM	All Existing & Prospective Futures & Option Contracts in Government Instruments Mkt., Index, Debt & Energy Mkt., & Comm. Options Mkt.	Allowed only in contracts for which Trading Privileges are specified
COM	All Options Contracts listed on the Exchange	Allowed only in contracts for which Trading Privileges are specified
GIM	U.S. T-Bond, U.S. T-Note (6-10 yr.), (5 yr.), (2 yr.), (WI 2 yr.), Interest Rate Swap, Bund, Bobl and Schatz futures	Allowed only in contracts for which Trading Privileges are specified
IDEM	30-Day Fed Funds, mini-sized Eurodollar, CBOT(R) DJIA(SM) Index, mini-sized DJIA(SM) Index, DJAIGCI(SM) Index, Muni Note Index, Silver & Gold futures	Allowed only in contracts for which Trading Privileges are specified
DELEGATES	Those contracts authorized for the specific Membership or Membership Interest.	In those contracts authorized for the Membership or Interest delegated

Appendix 2

CBOT(R) TRADING PRIVILEGE SUMMARY

(as of 10/01/04)

FULL MEMBERSHIP

- All futures & options.

ASSOCIATE MEMBERSHIP

- Treasury Bond, Long-Term Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, 30-Day Fed Fund and CBOT(R) DJIA(SM) and mini-sized DJIA(SM) futures and options;

- Municipal Note Index, mini-sized Treasury Bond, mini-sized 10-Year Treasury Note, WI 2-Year Treasury Note, mini-sized Eurodollar, Bund, Bobl Schatz, 100 OZ. Gold, mini-sized Gold, 5,000 OZ Silver, mini-sized Silver and CBOT(R) DJ-AIG CI(SM) futures;

- Corn, Oat, Rough Rice, Soybean, Soybean Meal, Soybean Oil and Wheat options.

GIM MEMBERSHIP INTEREST

- Treasury Bond, mini-sized Treasury Bond, Long-Term Treasury Note, mini-sized 10-Year Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, WI 2-Year Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, Bund, Bobl and Schatz futures.

IDEM MEMBERSHIP INTEREST

- 30-Day Fed Fund, Municipal Note Index, 100 OZ. Gold, mini-sized Gold, 5,000 OZ. Silver, mini-sized Silver, CBOT(R) DJ-AIGCI(SM), CBOT(R) DJIA(SM), mini-sized Eurodollar and mini-sized DJIA(SM) futures;

- 30-Day Fed Fund options (thru 12/31/04).

- Municipal Note Index/Treasury Bond futures spreads (single transaction)(thru 12/31/04);

- Municipal Note Index/Long-Term Treasury Note futures spreads (single transaction) (thru 12/31/04)

COM MEMBERSHIP INTEREST

- Treasury Bond, Long-Term Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, CBOT(R) DJIA(SM), CBOT(R) mini-sized DJIA(SM), Corn, Oat, Rough Rice, Soybean, Soybean Meal, Soybean Oil and Wheat options;

- 30-Day Fed Fund futures/options spreads (single transaction) (thru 12/31/04).

APPENDIX 3A - GUIDELINES FOR GUESTS AND VISITORS WHILE ON THE EXCHANGE FLOOR OF THE CHICAGO BOARD OF TRADE

1. Bringing guests on the Exchange Floor is a privilege extended to all members who comply with the Rules pertaining thereto.

2. Guests shall be admitted to the Exchange Floor between 1/2 hour before the opening on each Floor and 1/2 hour after the close on each Floor.

3. No more than 50 guests shall be allowed on the Exchange Floor at any one time during trading hours.

4. A member may reserve a time for five guests, which reservation will be held no longer than ten minutes. Such reservation privileges will be denied if they are abused.

5. Guests must be accompanied by a member at all times. Both the guest and the host member will sign on to and off of the Floor. The guest will wear, on visible display, a guest badge. The member will be responsible for the guest's conduct on the Floor.

6. A) A guest may remain on the Floor for a period of 30 minutes; if he has not signed out, he will be paged. It will be the member's responsibility to see that the guest leaves the Floor within five minutes of being paged and that the guest returns the badge to the Service Desk on the 4th Floor. Failure to return the guest badge immediately will subject the member to a minimum fine of twenty-five dollars.

B) At the end of the initial 30 minutes, a guest may ask to extend his visit for (a) subsequent period(s) of 30 minutes, although such extension(s) will not be granted if there are more than 50 guests on the Floor at any one time.

C) If necessary, an All Day Guest Pass may be obtained for a foreign visitor, firm executive, firm branch employee, customer or consultant (and other persons with the approval of the Floor Conduct Committee Chairman) by completing a short application form at the fourth floor Service Desk. Except for the 30-minute time limit, the same guidelines apply to All Day Guests, including the requirement that they be accompanied at all times by a member.

7. No privileges other than admittance to the Floor any be extended to a guest. A guest is specifically prohibited from performing any functions of an employee of a member or of a member firm. Entering a trading pit, using a telephone, using the market display equipment and blocking the area are also prohibited.

8. Guests of management for business purposes only shall be allowed in the Exchange Floor.

9. The President of the Exchange may issue special permits beyond the above limit (five individuals) when he deems it in the interest of the Exchange to do so. On a case-by-case basis, he may schedule admission to the Floor for small groups who have made appropriate arrangements.

(Tour Groups: can be no larger than 12, can visit between the hours of 10:30 a.m. and 12:15 p.m., must be escorted at all times, are limited to 15 minutes per tour, will be limited to no more than two groups on the Floor at any one time, and all such groups must be coordinated through the Communications Department.)

10. No other guests of staff members may be allowed on the Exchange Floor.

11. Members shall accompany guests in the Member's cafeteria.

12. No guests may be allowed on the Exchange Floor more than five times in one month.

13. A member who has leased out his or her only membership(s) and who has been a member for at least 25 years is eligible to bring guests on the trading Floor in accordance with these guidelines.

14. Members who violate and/or allow their guest(s) to violate any of these guidelines may be denied visitor's privileges for a period of up to six months and/or fined appropriately.

(08/01/04)

APPENDIX 3D

CBOT(R) Contract Symbols/Trading Hours

Commodity	Open Auction Ticker Symbol	Open Auction Trading Times (CT)	Electronic Ticker Symbol	Electronic Trading Times (CT)
Agricultural Futures				
Corn	C	9:30am-l:15pm	ZC	7:30pm-6:00am
Oats	O	9:30am-1:15pm	ZO	7:33pm-6:00am
Rough Rice	RR	9:15am-1:30pm	ZR	7:33pm-6:00am
Soybean Meal	SM	9:30am-1:l5pm	ZM	7:31pm-6:00am
Soybean Oil	BO	9:30am-1:15pm	ZL	7:31pm-6:00am
Soybeans	S	9:30am-l:15pm	ZS	7:31pm-6:00am
Wheat	W	9:30am-1:15pm	ZW	7:32pm-6:00am
mini-sized Corn	YC	9:30am-1:45pm	N/A	N/A
mini-sized Soybeans	YK	9:30am-1:45pm	N/A	N/A
mini-sized Wheat	YW	9:30am-1:45pm	N/A	NIA
Agricultural Options	(call/put)			
Corn	CY/PY	9:30am-1:15pm	OZC	7:32pm-6:00am
Oats	OO/OV	9:30am-1:l5pm	OZO	7:35pm-6:00am
Rough Rice	RRC/RRP	9:15am-l:30pm	OZR	7:35pm-6:00am
Soybean Meal	MY/MZ	9:30am-l:15pm	OZM	7:33pm-6:00am
Soybean Oil	OY/OZ	9:30am-1:15pm	OZL	7:33pm-6:00am
Soybeans	CZ/PZ	9:30am-1:l5pm	OZS	7:33pm-6:00am
Wheat	WY/WZ	9:30am-1:15pm	OZW	7:34pm-6:00am
Interest Rate Futures				
30 Yr U.S. Treasury Bonds	US	7:20am-2:00pm	ZB	7:00pm-4:00pm
10 Yr U.S. Treasury Notes	TY	7:20am-2:00pm	ZN	7:00pm-4:00pm
5 Yr U.S. Treasury Notes	FV	7:20am-2:00pm	ZF	7:00pm-4:00pm
2 Yr U.S. Treasury Notes	TU	7:20am-2:00pm	ZT	7:01pm-4:00pm
WI 2 Yr U.S. Treasury Notes	N/A	N/A	WI2	7:01pm-4:00pm
10 Yr Interest Rate Swaps	NI	7:2Oam-2:00pm	SR	7:03pm-4:00pm
5 Yr Interest Rate Swaps	NG	7:20am-2:00pm	SA	7:03pm-4:00pm
30 Day Federal Funds	FF	7:20am-2:00pm	ZQ	7:01pm-4:00pm
10 Yr Municipal Note Index	MB	7:20am-2:00pm	ZU	7:04pm-4:00pm
mini-sized 30 Yr U.S. Treasury Bonds	N/A	N/A	YH	7:00pm-4:00pm
mini-sized 10 Yr U.S. Treasury Notes	N/A	N/A	YN	7:00pm-4:00pm
mini-sized Eurodollars	N/A	N/A	YE	7:00pm-4:00pm
Bund	N/A	N/A	GBL	1:00am-12 noon
Bobl	N/A	N/A	GBM	1:00am-12 noon
Schatz	N/A	N/A	GBS	1:00am-12 noon
Interest Rate Options	(call/put)			
30 Yr U.S. Treasury Bonds	CG/PG	7:20am-2:00pm	OZB	7:02pm-4:00pm
10 Yr U.S. Treasury Notes	TC/TP	7:20am-2:00pm	OZN	7:02pm-4:00pm
5 Yr U.S. Treasury Notes	FL/FP	7:20am-2:00pm	OZF	7:02pm-4:00pm
2 Yr U.S. Treasury Notes	TUC/TUP	7:20am-2:00pm	OZT	7:02pm-4:00pm
10 Yr Interest Rate Swaps	NIC/NIP	7:20am-2:00pm	OSR	7:05pm-4:00pm
5 Yr Interest Rate Swaps	NGC/NGP	7:20am-2:00pm	OSA	7:05pm-4:00pm
30 Day Federal Funds	FFC/FFP	7:20am-2:00pm	OZQ	7:02pm-4:00pm

APPENDIX 3D

Commodity	Open Auction Ticker Symbol	Open Auction Trading Times (CT)	Electronic Ticker Symbol	Electronic Trading Times (CT)
Equity/Index Futures				
- ----------				
mini-sized Dow(SM)($5)	N/A	N/A	YM	7:15pm-4:00pm
Dow Jones Industrial Average(SM)($10)	DJ	7:20am-3:15pm	ZD	7:15pm-7:00am
Dow Jones-AIG Commodity Index(SM)	N/A	N/A	AI	8:15am-1:30pm
Equity/Index Options	(call/put)			
- ----------				
Dow Jones Industrial Average(SM) ($10)	DJC/DJP	7:20am-3:15pm	OZD	7:17pm-7:00am
mini-sized Dow(SM)	N/A	N/A	OYM	7:17pm-4:00pm
Metal Futures				
- ----------				
100 OZ. Gold	N/A	N/A	ZG	7:16pm-4:00pm
mini-sized Gold	N/A	N/A	YG	7:16pm-4:00pm
5,000 OZ. Silver	N/A	N/A	ZI	7:16pm-4:00pm
mini-sized Silver	N/A	N/A	YI	7:16pm-4:00pm

APPENDIX 4A

EXCHANGE TRANSACTION FEE SCHEDULE

	Account Type (See notes for details)		Platform	U.S. and German Debt First 25k	U.S. and German Debt Over 25k	Other Financial Products First 25k	Other Financial Products Over 25k	Commodity Products First 25k	Commodity Products Over 25k
1	One member trading for a member-owned account on an individual or firm-owned seat		Open Auction	$0.05	$0.05	$0.05	$0.05	$0.05	$0.05
			e-cbot	$0.00	$0.00	$0.10	$0.05	$0.10	$0.05
				First 100k	Over 100k	First 100k	Over 100k	First 100k	Over 100k
2	Non-member trading for an individual member's or member-firm's proprietary account		Open Auction	$0.06	$0.05	$0.06	$0.05	$0.06	$0.05
			e-cbot	$0.06	$0.06	$0.30	$0.20	$0.30	$0.20
3	Non-Member's Account	Futures Contracts	Open Auction	$0.30	$0.30	$0.30	$0.30	$0.60	$0.50
			e-cbot	$0.30	$0.30	$0.90	$0.75	$1.50	$1.50
		Options Contracts	Open Auction	$0.50	$0.40	$0.50	$0.40	$0.60	$0.50
			e-cbot	$0.50	$0.50	$0.90	$0.75	$1.50	$1.50

EXCHANGE TRANSACTION FEE SURCHARGES

Delegates or e-cbot only Member firms	$0.15
Exchange for Physical/Swaps - U.S. and German Debt Contracts	$0.25
Exchange for Physical - Agricultural Contracts	$0.50
Wholesale Transactions for Swap or Agency Futures	$0.50
Exchange for Physical/Swaps - Other Financial Contracts	$1.00
Exchanges for Risk	$1.00

Note: Surcharges are levied on applicable transactions in addition to standard, mini-sized, and non-trade exchange transaction fees.

EXCHANGE MINI-SIZED CONTRACT FEES

Contract	Member	Non-Member
$5 Dow	$0.05	$0.75
Gold & Silver	$0.05	$0.50
Interest Rate	$0.15	$0.50
Agricultural	$0.02	$0 25

Note: Exchange transaction fees for mini-sized contracts. Fee surcharges also apply to these fees.

CLEARING DIVISION FEE SCHEDULE

Contracts Cleared (including give-up executions, give-up claims, transfers, EFP's and misclears)	$0.05
Wholesale Transactions for Swap or Agency Futures	$0.05
Expired Options	$0.05
Option Exercises and Assignments	$0.05
Position Adjustments or Transfers	$0.05
Futures from Option Exercise or Assignment	$0.05
Futures Delivered or Cash Settled	$0.05

EXCHANGE NON-TRADE TRANSACTION FEES

	Member	Non-Member
Non-Trades	$0.05	$0.50

Note: Non-trade fees are exchange transaction fees for exercises, deliveries, assignments and expirations. Fee surcharges also apply to these fees.

General Notes

Fee Level 1 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, and Proprietary Accounts of Category (1a), (1b), (2a), (2b) and (2c) Member Firms as defined in Reg. 230.02 and their affiliates as defined in Reg. 450.02D. Trades must be both initiated and executed by the member or by the delegate, subject to the delegate surcharge. The delegate surcharge does not apply to delegates both initiating and executing trades per Reg. 450.02C on behalf of the proprietary accounts of the member firms listed above.

Fee Level 2 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, Proprietary Accounts of Category (1a), (1b), (2a), (2b), (2c), and (3) Member firms as defined in Reg. 230.02 and their affiliates as applicable and as defined in Reg. 450.02D. Affiliates qualified using a leased membership pay level 2 fees plus the delegate surcharge. Member accounts where the trade is not initiated and/or executed by a member must also comply with Reg. 450.02C.

e-cbot only Member Firms - Proprietary Accounts of Category (4) Member Firms as defined in Reg. 230.02 pay level 2 fees plus the delegate surcharge for full-sized contracts and Member fees plus the delegate surcharge for mini-sized contracts.

Volume Discounts - The discounted rate applies to all traded contracts in excess of 25,000 per month per individual member or per delegate for Fee Level 1 and in excess of 100,000 per month per member firm or per non-member for Fee levels 2 and 3. Volumes are aggregated separately for open auction and e-cbot and within a product complex (U.S. and German Debt, Other Financial, or Commodity). Only full-sized contracts are eligible for the discount.

MACE Permit Holders - Exchange transaction fee for rough rice and mini-sized agricultural contracts is $0.10. (06/01/04)

APPENDIX 3E - CONTRACT MONTH SYMBOLS

First Year Month Symbols

January -	F	April -	J	July -	N	October -	V
February -	G	May -	K	August -	Q	November -	X
March -	H	June -	M	September -	U	December -	Z

Second Year Month Symbols

January -	A	April -	D	July -	L	October -	R
February -	B	May -	E	August -	O	November -	S
March -	C	June -	I	September -	P	December -	T

Third Year Month Symbols

Same as first year symbols with the year noted.

APPENDIX 3G - GUIDELINES - BADGE VALIDATION AND RETURN

1. In each of the following circumstances, the referenced individual's membership floor access badge must be returned to the Member Services and Member Firm Staff Services ("Member Services") Department as indicated if the transaction involves the individual's only membership or all of his/her memberships:

   a. A membership seller within 30 days the effective date of the membership sale; (Membership sale proceeds will not be released to the seller unless the badge has been returned).

   b. A membership transferor within 30 days after the transfer has occurred.

   c. A membership delegator within 30 days after the effectiveness of the delegation agreement.

2. Each membership delegate must return the applicable delegate badge to the Member Services Department within 30 days after the delegation agreement's termination or expiration.

3. Upon the effective date of any Exchange suspension of membership privileges, the suspended individual must return his/her membership floor access badge to the Member Services Department within 30 days of the effective date of the suspension for the suspension's duration.

4. Upon the termination or expiration of any delegation agreement, the Exchange will delete the terminated delegate's identifying acronym from Exchange computer records after the delegate's 30-day grace period expires.

5. Only Exchange-issued badges will be permissible for floor access. Sewn-on badges will not be permissible.

6. No member, membership interest holder or delegate will be relieved of responsibility for returning the badge, even if lost, without specific approval of the Floor Conduct Committee.

   All cases involving lost membership floor access badges should be referred to the Member Services Department which shall have the authority to issue a replacement badge. Member Services will issue a replacement badge only to individuals with valid membership floor access privileges and who are current in their dues. Any problems or unusual circumstances involving a lost membership floor access badge will be referred to the Floor Conduct Committee.

   All cases involving lost floor clerk badges will be referred to the Co-Chairman or, in his absence, the Vice-Chairman of the Floor Conduct Committee. No floor clerk will be issued a replacement badge or be relieved of responsibility for returning the badge without specific approval of the Co-Chairman or, in his absence, the Vice Chairman of the Floor Conduct Committee.

7. Floor clerk badge applicants must present acceptable identification when filing their applications. Exchange staff will verify member's co-signatures on floor clerk badge applications and will process such applications in no less than 24 hours after receipt.

03/01/94

PROCEDURES FOR RELIEF REQUESTS/FINANCIAL REQUIREMENTS

Procedures for Relief Requests Under CBOT Regulation 285.05 Financial Requirements and Related CFTC Regulations

A member FCM that has filed any relief request with the Exchange need not file such request with the CFTC. The Exchange will promptly advise the CFTC of the request and use its best efforts to provide the CFTC with all pertinent information available to the Exchange. "Relief request" means a request -

1. under CFTC Regulation 1.17(d) for exemption from the minimum debt/equity ratio;

2. under CFTC Regulation 1.17(e) to withdraw equity capital;

3. under CFTC Regulation 1.17(f)(2)(ii) for approval of consolidation;

4. under CFTC Regulation 1.17(f)(1)(v)(B) for approval of terms in a secured demand note relating to conditions for the making of a demand;

5. under CFTC Regulation 1.17(h)(2)(vii) to prepayment of subordinated borrowings;

6. under CFTC Regulation 1.17(h)(4) for approval of emergency subordination;

7. under CFTC Regulation 1.10(e) approval of a change in fiscal-year election; or

8. under CFTC Regulation 1.10(f) and Section 1.16(f) for a filing extension.

APPENDIX 4E - MINIMUM FINANCIAL REQUIREMENTS FOR AGRICULTURAL REGULARITY

The minimum financial requirements for firms which are regular to deliver agricultural products are:

1. Working Capital - (current assets less current liabilities) must be greater than or equal to $2,000,000. Firms which do not have $2,000,000 in Working Capital must deposit with the Exchange $5,000 per contract which it is regular to deliver, up to a maximum of $2,000,000, less SEC haircuts, as specified in SEC Rule 15c3-1(c)(2)(vi), (vii) and (viii) plus 3% in the event of liquidation;

2. New Worth - (Total assets less total liabilities) divided by the firm's allowable capacity (measured in contracts) must be greater than $5,000; The net worth of a firm regular to deliver corn or soybeans must be greater than or equal to $5,000,000. The operator of a shipping station issuing corn or soybean shipping certificates may only issue new shipping certificates when the total value of all outstanding shipping certificates and the new shipping certificates, at the time of issuance of the new shipping certificates, does not exceed 50% of net worth;

3. Each firm which is regular to deliver agricultural products is required to file a yearly certified financial statement within 90 days of the firm's year-end. Each such firm is also required to file within 45 days of the statement date an unaudited semi-annual financial statement. However, each operator of a shipping station issuing corn or soybean shipping certificates is required to file within 45 days of the statement dates unaudited quarterly financial statements for each of the three quarters which do not end on such firm's year-end. In addition, the Exchange may request additional financial information as it deems appropriate;

4. A Letter of Attestation must accompany all unaudited financial statements. The Letter of Attestation must be signed by the Chief Financial Officer or if there is none, a general partner, executive officer, or managerial employee who has the authority to sign financial statements on behalf of the firm and to attest to their correctness and completeness.

5. For the requirements for notification of capital reductions, see Regulation 285.03.

6. Any change in the organizational structure of a firm that is regular for delivery requires that the firm notify the Exchange prior to such change. Changes in organizational structure shall include, but not be limited to, a corporation, limited liability company, general partnership, limited partnership or sole proprietorship that changes to another form. Prior to any such change occurring, the firm is also required to notify the Exchange in writing of any name change.

01/01/04

APPENDIX 4F

LETTER OF CREDIT STANDARDS
For Corn and Soybeans Only

CBOT Regulation 1081.01 requires, as a condition for regularity, that issuers of shipping certificates for certain commodities must file a bond and or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

1. The regular firm is required to secure a letter of credit, naming the Chicago Board of Trade as its beneficiary, for 100% of the current market value of the shipping certificates issued.

2. The regular firm is required to monitor the value of the outstanding certificates issued using the futures spot month settlement price. Whenever the amount of the letter of credit falls below 80% of the current market value for certificates issued, the regular firm must increase the amount of the letter of credit, or obtain a new letter of credit, for an amount equal to 100% of the current market value of outstanding certificates, by 5:00 p.m. (Central Time) on the first business day following the relevant futures settlement.

3. Prior to additional shipping certificates being issued, the regular firm must increase the amount of the letter of credit, or secure a new letter of credit, for 100% of the current market value of all shipping certificates which are outstanding as well as all shipping certificates which will be issued.

4. The Exchange will accept letters of credit only from banks with a Moody's Investor Service counter party credit rating of A or above or a Standard and Poor's short-term counter party rating not lower than A-2.

5. The letter of credit must be irrevocable, it must provide for payment within the time specified by the Exchange, and it must be able to be drawn upon unconditionally.

6. The letter of credit must be in the form approved by the Exchange.

7. The expiration date of a letter of credit may not occur during any relevant futures delivery cycle.

APPENDIX 4G

LETTER OF CREDIT STANDARDS
For Agricultural Products except Corn and Soybeans

CBOT Regulation 1081.01, and amended Regulations 1181.01, 1291.01, and 3704.01 require, as a condition for regularity, that Warehousemen must "file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require."

The following is a list of the recommended conditions with respect to a firm obtaining a letter of credit to meet the financial requirements of regularity:

a. The regular firm is required to secure a letter of credit, naming the Chicago Board of Trade as its beneficiary, for such sum and subject to such conditions the Exchange may require.

b. The Exchange will accept letters of credit only from banks with a Moody's Investors Service counterparty credit rating of A or above or a Standard and Poor's short-term counterparty rating not lower than A-2.

c. The letter of credit must be irrevocable, must provide for payment within the time specified by the Exchange, and must be able to be drawn upon unconditionally.

d. The letter of credit must be in the form approved by the Exchange.

e. The expiration date of a letter of credit may not occur during any relevant futures delivery cycle.

01/01/04

APPENDIX 4H

BOND STANDARDS
For Agricultural Products except Corn and Soybeans

CBOT Regulations 1081.01, 1181.01, 1291.01, and 3704.01 require, as a condition for regularity, that Warehousemen must "file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require."

The following is a list of the required conditions with respect to the bond that a Warehouseman must obtain to meet the financial requirements of regularity*:

a. The Warehouseman is required to secure a bond naming the Chicago Board of Trade as its beneficiary for such sum and subject to such conditions as the Exchange may require.

b. The bond must be in the form approved by the Exchange.

c. The Exchange will accept bonds only from insurance companies that have been rated by one of the following rating agencies: AM Best, Standard & Poor's, or Moody's Investors Service. The following are the minimum credit ratings that are acceptable.

1. AM Best: B++
2. Standard & Poor's: A-
3. Moody's Investor Service: A3

03/01/04

* The Exchange will continue to accept USDA bonds in order for Warehousemen to meet the bonding requirements for Wheat, Oats and Rice. If the amount specified on the USDA bond does not meet the Exchange's requirement, an additional bond must be issued for the amount that is not covered by the USDA bond. The additional bond must meet the requirements specified in a. through c.

APPENDIX 6A - FEE SCHEDULE: Member Claims

Amount of Claim	
$2,500 or less	$150.00
More than $2,500	$250.00
Stenographic Fees*	
For attendance at a meeting:	
2-1/2 hour minimum	$ 50.00
Per Hour	$ 20.00
Per Half Hour	$ 10.00
For transcript:	
Original per page	$ 2.00/page
Carbon per page	$ .90/page
Original per page (Daily copy)	$ 2.60/page
Carbon per page (Daily copy)	$ .90/page

*Only for oral hearings.

APPENDIX 6B - FEE SCHEDULE: Customer and Non-Member Claims

Amount of Claim	
$2,500 or less	$150.00
More than $2,500	$350.00

Unassociated Arbitrators*

$50 per unassoicated arbitrator per hearing** for claims heard pursuant to Regulation 630.12 [$2,500 or less] [minimum charge of $150].

$100 per unassociated arbitrator per hearing date** for claims heard pursuant to Regulation 630.08 [more than $2,500] [minimum charge of $300].***

Stenographic Fees*	
For attendance at a meeting:	
2-1/2 hour minimum	$ 50.00
Per Hour	$ 20.00
Per Half Hour	$ 10.00
For transcript:	
Original per page	$ 2.00/page
Carbon per page	$ .90/page
Original per page (Daily copy)	$ 2.60/page
Carbon per page (Daily copy)	$ .90/page

* Optional

** Hearings are normally scheduled for 2:15 p.m. and seldom last more than 2-1/2 hours. If a hearing lasts in excess of 2-1/2 hours, requires an additional hearing date, or is continued on less than 24 hours' notice to the Administrator, fees will be charged for an additional hearing date.

*** These direct incremental costs attendant upon the provision of unassociated arbitrators will be paid by the member in cases involving customer claims regardless of the outcome of the arbitration unless the arbitrators decide that the customer has acted in bad faith in initiating, or participating in, the arbitration proceeding. Such incremental costs shall be allocated between the parties in the arbitrators' discretion in cases involving non-member claims.

*APPENDIX 9B-1

LIFFE CORE NETWORK ACCEPTABLE USE POLICY

1. Permitted Purpose

Except as otherwise agreed by LIFFE, those Persons authorized to use the Core Network in relation to the CBOT Electronic Exchange ("Users") shall use the Core Network solely for purposes of participating in, accessing or obtaining information from the CBOT Electrclnic Exchange via an Interface with the Equipment.

2. Compliance with Laws

Users shall use the Core Network in accordance with all applicable laws and regulations and any additional reasonable requirements as LIFFE may deem necessary to protect the Core Network. Without limiting the foregoing, Users shall not use, transmit, distribute or store via the Core Network any data, information or other material ("Data") which (i) infringes or otherwise violates any copyright, trademark, trade secret or other intellectual property of any individual or entity; (ii) is pornographic, obscene, or exploitative of a minor; (iii) is menacing, malicious, illegally threatening or defamatory; or (iv) violates export laws or otherwise violates any appliciable treaty, law or regulation.

3. Harmful Activities

Users shall not use the Core Network to transmit, distribute or store any Data or undertake any other activities that may be harmful to or otherwise interfere with (i) the Core Network or the use thereof by any other User or other authorized user of the Core Network, or (ii) any system, network or equipment of LIFFE or any third party, including: (i) intercepting or attempting to intercept Data or other transmissions passing over the Core Network; (ii) forwarding chain letters; (iii) sending multiple e-mails or large transmissions that could reasonably be expected to annoy or harass or to impose a disproportionately large load on, or degrade the functionality of, the Core Network (e.g., "mail bombing"); (iv) sending any e-mail containing misleading or incorrect headers or information rendering the origin of the e-mail unclear or deceptive; (v) sending bulk or unsolicited e-mail messages ("spamming"), either directly or by relaying; or (vi) transmitting any virus, worm or Trojan Horse.

4. Security

4.1 Users shall not violate or attempt to violate the security of the Core Network or interfere or attempt to interfere with LIFFE's systems, networks, authentication measures, servers or equipment or with the use of or access to the Core Network by any other User or any other authorized user of the Core Network. Such prohibited activity includes (i) logging into a server where access is not authorized; (ii) probing, scanning, or testing the security or vulnerability of the Core Network or other networks; and (iii) attempting to gain access via the Core Network to any account or computer resource not belonging to such User ("spoofing").

4.2 Users shall not monitor Data or traffic on the Core Network except via a Trading Application or Interface.

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot.

5. Enforcement

Except as may be agreed between LIFFE and the CBOT, LIFFE shall have no obligation to monitor or exercise control over any Data transmitted, distributed or stored by any User via the Core Network. Notwithstanding the foregoing, LIFFE reserves the right to monitor and control activities undertaken via the Core Network.

6. Responsibility

Each User is fully responsible for all uses of the Core Network undertaken (i) by such User or (ii) via such User's Trading Application or Interface.

(11/01/03)

*APPENDIX 9B-2

e-cbot ERROR TRADE POLICY

The CBOT's error trade policy is designed to preserve the integrity of CBOT product markets by striking an appropriate balance between trade certainty and erroneous price discovery. The policy provides a mechanism to promptly address transactions that are executed at obviously erroneous prices substantially inconsistent with the last trade price of the contract or alternative determination of the contract's fair value. This policy does not relieve market participants from potential financial responsibility or liability for the execution of trades that are deemed an "error trade" if their actions caused financial loss to other parties whose transactions were busted.

1. Invoking the Error Trade Policy

If an e-cbot user believes that he executed a trade through e-cbot at a price that was in error, he must contact e-cbot Market Operations ("e-cbot Operations") at (312)347-4600 without delay. If e-cbot Operations is not notified within five minutes of the execution time of the asserted error trade, the trade will stand. A third party or e-cbot Operations may also call a trade into question within five minutes of the execution. Trades called into question within five minutes will be evaluated in accordance with sections 2 and 3 of this policy. However, e-cbot Operations has the authority, but not the obligation, to consider trades reported after the five minute deadline provided the trade price in question is grossly (i.e. multiple points) out of line with the last trade price or alternatively determined fair value of the respective contract.

Trades resulting from quantity errors generally will not be called into question.

2. Trade Price Within the "No Bust Range"

If a futures transaction is asserted to be at a price that is in error, the trade shall not be considered for review by e-cbot Operations unless the price of the asserted error trade is greater than the designated number of ticks (as outlined in Appendix 9B-3)from the reference price. The reference price will be the last trade price preceding the entry of the error trade or an alternatively determined fair value of the contract. Fair value for futures contracts may be determined by the last trade price, preceding settlement price, spread relationships and/or other variables deemed relevant by e-cbot Operations. However, during side-by-side hours the reference price on a downside (upside) move will never be higher (lower) than the low (high) of the pit traded price for an equivalent contract during the time period that the prices of the contracts were disjointed. During non-side-by-side hours, the reference price will never be higher (lower) than the low (high) of an equivalently traded contract.

If an option trade is asserted to be at a price that is in error, the trade shall not be considered for review by e-cbot Operations unless the price of the asserted error trade conforms to the following guidelines:

1. Trades must be greater than 2 ticks above or below the theoretical price in order to be busted.

2. Trades greater than 2 ticks away from the theoretical price, but less than 20 ticks away from the theoretical price, must be greater than 20% above or below the theoretical price, in order to be eligible to be busted.

3. Trades greater than 20 ticks above or below the theoretical price (40 ticks for the Soybean complex and Dow complex), may be busted even if the tick disparity is less than 20% of the theoretical value.

If an asserted trade entry error results in trade executions at multiple price levels, the last trade price (if used to determine the reference price) shall be the last trade price prior to the entry of the alleged error trade.

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot

If the asserted error trade is the first trade in a contract that has not previously been opened, e-cbot Operations will determine a fair value estimate for the contract, which then will be gauged against the error trade range to determine the final status of the trade.

If e-cbot Operations contacts a member user regarding a suspicious order and the user states that the order is entered correctly, the order (if subsequently executed) may only be called into question by a third party.

Trades that are executed outside of the daily price limits will be busted by e-cbot Operations irrespective of whether the trade(s) falls within the "no bust range" established above.

3. Trade Price Outside of the "No Bust Range"

If the price of the asserted error trade is more than the specified number of ticks from the reference price, e-cbot Operations will send a broadcast message to the user community indicating that the trade has been called into question. If the asserted error trade is outside of the specified tick range and involves only two parties, e-cbot Operations will attempt to contact the parties to the transaction. If both parties agree to bust or re-price the transaction, e-cbot Operations shall send a broadcast message to the user community and an alert to the quote vendor network indicating that the trade was busted or re-priced.

If there is more than one contra-party to the order asserted to have been executed in error, e-cbot Operations will gauge the erroneous transactions against the error trade range to determine the final status of the trades.

4. e-cbot Operations Authority to Halt Markets

e-cbot Operations shall have the authority to halt markets in any contract during extraordinary circumstances where there has been a major market movement without any apparent economic or fundamental basis for movement to have occurred.

5. Decisions of e-cbot Operations

A. e-cbot Operations will review the circumstances surrounding the alleged error trade to determine whether it should be deemed an error trade and busted. However, subject to the mutual agreement of both parties, the trade may be re-priced in line with the contract's fair value. If the trade is repriced to a level that is below a sell limit price or above a buy limit price, and the customer rejects the trade, the trade must be placed in the error account of the customer's clearing firm. Parties to these transactions are permitted to make cash adjustments to settle losses that occur as a result of the error trade. Should parties to a disputed transaction be unable to mutually resolve financial disputes arising from such transactions, arbitration facilities are available through the Exchange. The Arbitration Committee may hold the party who entered the order that resulted in the error trade financially responsible for losses that occur as a result of the busted trade(s).

   Trade certainty and the timely resolution of error trades are critical objectives of this policy. Therefore, if parties to a disputed transaction do not agree to the terms of resolution, e-cbot Operations reserves the final authority to determine the disposition of the questioned transaction.

   During side-by-side trading hours, e-cbot Operations shall, unless impracticable, make its determination within 10 minutes of the broadcast message regarding the potential error trade. During non side-by-side trading hours, e-cbot Operations shall, unless impracticable, make its determination within 15 minutes of the broadcast message regarding the potential error trade. The decisions of e-cbot Operations shall be final, and e-cbot Operations shall send a broadcast

message and an alert to the quote vendor network indicating whether the trade was busted, re-priced or allowed to stand.

B. In making its determination, e-cbot Operations may consider relevant factors including, but not limited to: market conditions immediately before and after the transaction; the prices of related contracts; whether one or more parties to the trade believe the trade was executed at a valid price: the extent to which the transaction appeared to trigger contingency orders and other trades; information related to the e-cbot Operations by third parties.

6. Procedures for Correcting Error Trades

In the event a trade is busted, the parties to the transaction must reverse the transaction through applicable clearing house procedures. e-cbot Operations will notify OIA regarding any situation where a party fails to claim or misclear trades in a timely manner. Such failure may be deemed a violation of Rule 504.00, Acts Detrimental to the Welfare of the Association.

Under no circumstances shall the parties to an alleged error trade be permitted to reverse the error by entering into a prearranged transaction.

If the trade called into question is determined not to be an error trade, the parties to the trade are permitted to mutually agree upon cash adjustment; any such adjustment must be reported to e-cbot Operations.

Spreads

Because of the autoleg feature of the e-cbot system, spreads may be executed such that one leg of the spread is determined to be an error trade and the other leg is deemed to have been executed at a good price. In such circumstances, the party who enters an outright order that causes an error trade on an autolegged spread will be deemed to be the counterparty to the good leg of the spread (see Appendix 9B-4). The parties to the transactions will reverse and claim the transactions as indicated through the applicable clearing house procedures.

7. Arbitration Procedures

Arbitrations relating to asserted error trades are limited to trades that are determined by e-cbot Operations to be an error trade. A notice of intention to arbitrate must be filed within ten business days after the date of the error trade. The party that caused the error may be held responsible for realized losses incurred by parties whose trades were busted as a result of the error.

8. Error Trade Fees

The party responsible for the error must pay a $1,000 fee for each of the first two error trades, $3,000 for the 3/rd/ error trade, and $5,000 for each subsequent error trade within a calendar year.

(11/01/03)

APPENDIX 9B-3

TICK BREAKDOWN PER CBOT PRODUCT

Product	Symbol	Minimum Tick Increment	"No Bust Range"*	Tick Increment of "No Bust Range"	Dynamic Price Limits	Daily Price Limit
U.S. T-Bond	ZB	1/32	96 Ticks	3 Points	30/32nds	N/A
U.S. T-Bond Options	OZB	1/64	20 Ticks	20/64ths	20/64ths	N/A
mini-sized U.S. T-Bond	YH	1/32	96 Ticks	3 Points	30/32nds	N/A
10 Yr. T-Note	ZN	(1/2)/32	192 Ticks	3 Points	15/32nds	N/A
10 Yr. T-Note Options	OZN	1/64	20 Ticks	20/64ths	20/64ths	N/A
mini-sized 10 Yr. T-Notes	YN	(1/2)/32	192 Ticks	3 Points	15/32nds	N/A
5 Yr. T-Note	ZF	(1/2)/32	192 Ticks	3 Points	15/32nds	N/A
5 Yr. T-Note Options	OZF	1/64	20 Ticks	20/64ths	20/64ths	N/A
2 Yr. T-Note	ZT	(1/4)/32	384 Ticks	3 Points	7.5/32nds	N/A
2 Yr. T-Note Options	OZT	(1/2)/64	20 Ticks	10/64ths	10/64ths	N/A
WI 2 2-Yr. T-Note	WI 2	1/4 Basis Point	20 Ticks	5 Points	5 points	N/A
Muni-Note Index	ZU	1/32	20 Ticks	20/32nds	20/32nds	N/A
30-Day Fed Funds	ZQ	1/2 Basis Point	20 Ticks	10 Points	10 points	N/A
30-Day Fed Funds Options	OZQ	1/4 Basis Point	20 Ticks	5 Points	5 points	N/A
10 Yr. Interest Rate Swaps	SR	1/32	20 Ticks	20/32nds	20/32nds	N/A
10 Yr. Interest Rate Swaps Options	OSR	1/64	20 Ticks	20/64ths	20/64ths	N/A
5 Yr. Interest Rate Swaps	SA	(1/2)/32	20 Ticks	10/32nds	10/32nds	N/A
5 Yr. Interest Rate Swaps Options	OSA	1/64	20 Ticks	20/64ths	20/64ths	N/A
Bund	GBL	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Bobl	GBM	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Schatz	GBS	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Dow AIG Commodity Index	AI	0.1 Points	40 Ticks	4 Points	4 points	N/A
DJIA ($10)	ZD	1 Point	250 Ticks	250 Points	40 points	10%, 20% and 30% Circuit Breakers
DJIA Options	OZD	1/2 Point	40 Ticks	20 Points	20 points	10%, 20% and 30% Circuit Breakers
mini-sized Dow ($5)	YM	1 Point	250 Ticks	250 Points	40 points	10%, 20% and 30% Circuit Breakers
mini-sized Dow Options	OYM	1 Point	40 Ticks	40 Points	40 points	10%, 20% and 30% Circuit Breakers

APPENDIX 9B-3

Product	Symbol	Minimum Tick Increment	"No Bust Range"*	Tick Increment of "No Bust Range"	Dynamic Price Limits	Daily Price Limit
mini-sized Eurodollar	YE	1/2 Basis Point	10 ticks	5 points	5 points	N/A
100 OZ. Gold	ZG	10 cents	40 ticks	$4.00	$4.00	N/A
mini-sized Gold	YG	10 cents	10 ticks	$4.00	$4.00	N/A
5,000 OZ. Silver	ZI	1/10 cent	80 ticks	$4.00	$4.00	N/A
mini-sized Silver	YI	1/10 cent	80 ticks	8 cents	8 cents	N/A
Corn	ZC	1/4 cent	40 ticks	10 cents	10 cents	20 cents
Corn Options	OZC	1/8 cent	20 ticks	21/2 cents	21/2 cents	20 cents
Wheat	ZW	1/4 cent	40 ticks	10 cents	10 cents	30 cents
Wheat Options	OZW	1/8 cent	20 ticks	21/2 cents	21/2 cents	30 cents
Oat	ZO	1/4 cent	40 ticks	10 cents	10 cents	20 cents
Oat Options	OZO	1/8 cent	20 ticks	21/2 cents	21/2 cents	20 cents
Rough Rice	ZR	1/2 cent	40 ticks	20 cents	20 cents	50 cents
Rough Rice Options	OZR	1/4 cent	20 ticks	5 cents	5 cents	50 cents
Soybeans	ZS	1/4 cent	80 ticks	20 cents	20 cents	50 cents
Soybean Options	OZS	1/8 cent	40 ticks	5 cents	5 cents	50 cents
Soybean Meal	ZM	10 cents	80 ticks	$8.00	$8.00	$20
Soybean Meal Options	OZM	5 cents	40 ticks	$2.00	$2.00	$20
Soybean Oil	ZL	1/100 cents	80 ticks	.80 cents	.80 cents	2 cents
Soybean Oil Options	OZL	5/1000 cents	40 ticks	.20 cents	.20 cents	2 cents

*Option products are shown in this chart to indicate the greatest number of ticks defined as the "No Bust Range". (See Section 2, "Options")

(10/01/04)

*APPENDIX 9B-4

EXAMPLE OF AUTOLEG ERROR

Trader "A" has a spread order in the book to buy June Bonds and sell September Bonds. (Please note that when you enter a spread order into the system, it assigns prices to the individual legs and the order is included in the outright order books.) Trader "B" has an order to sell June Bonds.

Trader "C" makes an error by entering a bid in the September contract (he intended to bid June). Trader C's bid for September matches against Trader A's sell September portion of the spread, which triggers Trader A's buy June portion of the spread to match against Trader B's sell June order.

The September trade between Trader C and Trader A is determined to be an error trade. The June trade between A and B is executed at an economically justifiable price.

The September leg is determined to be an error trade and is busted. Trader C is then required to claim the June leg executed for Trader A.

Summary

June Bonds		Sep Bonds	
Buy	Sell	Buy	Sell
A	B	C	A

Trader C is cause of error

Trader A vs. B = good price
Trader A vs. C = bad price
Trader A vs. C leg is determined to be an error trade and is busted
Trader A vs. B leg is reversed and Trader C is required to claim the trade so that Trader B is not harmed.

(11/01/03)

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot.

APPENDIX 10A - ELEVATORS IN THE CHICAGO AND BURNS HARBOR SWITCHING DISTRICTS
(WHEAT & OATS)

Following is a listing of the elevators in the Chicago and Burns Harbor Switching Districts approved as regular for the delivery of Wheat and Oats through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
Cargill, Inc.	Cargill Burns Harbor Portage, IN	5,473,000
Chicago & Illinois River Marketing LLC	Chicago	9,156,000

Note: All elevators are Federally licensed.

07/01/04

APPENDIX 10B - ELEVATORS IN THE ST. LOUIS AND EAST ST. LOUIS SWITCHING DISTRICTS
(WHEAT)

Following is a listing of the elevators in the St. Louis, East St. Louis and Alton Switching districts approved as regular for the delivery of Wheat through June 30, 2006:

WAREHOUSE	LOCATION		CAPACITY IN BUSHELS
Archer-Daniels-Midland Co.	St. Louis St. Louis, MO	Elevator	2,154,000
Cargill Inc.	East St. Louis, IL	Elevator	2,481,000

Note: All Elevators listed are Federally licensed.

07/01/04

APPENDIX 10C - ELEVATORS IN THE MINNEAPOLIS AND ST. PAUL SWITCHING DISTRICTS (OATS)

Following is a listing of the elevators in the Minneapolis and St. Paul, MN Switching Districts which are approved as regular for the delivery of Oats through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
Bunge North America, Inc.	Midway Elevator Minneapolis, MN	2,642,000
	Port Bunge Elevator Savage, MN	9,276,000
Cargill, Inc.	Port Cargill Elevator "C" Savage, MN	13,675,000
CHS Inc.	Elevator #2 St. Paul, MN	1,400,000
ConAgra, Inc.	Calumet Elevator Minneapolis, MN	1,323,000
	Electric Steel Elevator Minneapolis, MN	4,579,000
	Malt-One Elevator Minneapolis, MN	2,348,000
	Marquette Elevator Minneapolis, MN	3,830,000
	Shakopee Elevator Shakopee, MN	1,122,000
General Mills Operations, Inc.	Delmar #4/Washburn C Minneapolis, MN	9,636,000
	Washburn Elevator Checkerboard Elevator B Minneapolis, MN	2,400,000
	Washburn D-Elevator T Minneapolis, MN	4,047,000
	Fridley Elevator Fridley, MN	4,955,000
	Washburn E. S00 Elevator Washburn, MN	3,553,000

NOTE: ALL ELEVATORS ARE FEDERALLY LICENSED.

08/01/04

APPENDIX 10D - ELEVATORS IN THE TOLEDO, OHIO SWITCHING DISTRICT (WHEAT)

Following is a listing of the elevators in the Toledo, Ohio Switching District which are approved as regular for the delivery of Wheat through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
The Andersons Agricultural Group L.P.	Andersons-Illinois Elevator Maumee, Ohio	17,230,000
	River Elevator Toledo, Ohio	6,150,000
	Conant Street Elevator Maumee, Ohio	3,280,000
	Edwin Drive Elevator Toledo, Ohio	5,500,000
Archer-Daniels-Midland Co. d/b/a ADM Grain Company	Toledo Elevator Toledo, Ohio	9,795,000
	Ottawa Lake Elevator Ottawa Lake, MI	7,680,000

NOTE: ALL ELEVATORS ARE FEDERALLY LICENSED.

07/01/04

APPENDIX 10F - RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES

REFERENCE GUIDE ONLY - EFFECTIVE MAY 1, 1997
THE FOLLOWING RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES APPLY AT ELEVATORS REGULAR FOR DELIVERY WITHIN THE CHICAGO, IL AND BURNS HARBOR, IN SWITCHING DISTRICTS. RATES ARE IN DOLLARS PER CAR UNLESS OTHERWISE INDICATED.

ELEVATOR:		RESULT AND/OR INTERMEDIATE RECIPROCAL CARRIER:	CARRIER AND END RESULT:
CARGILL		CR OR IHB LINE HAUL	DIRECT CONNECTION WITH ALL OTHER CARRIERS.
BURNS HARBOR, IN		RATE	OTHER CARRIERS.
CHICAGO & ILLINOIS MARKETING, L.L.C.	RIVER	IHB - $242.00 PER CAR	
117/TH/ &		$166.00 PER CAR (25-CAR)	
TORRENCE		$ 95.00 PER CAR (50-CAR)	
CHICAGO, IL		(PRIVATE CARS, CR, NS)	
DIRECT CONECTION WITH ALL OTHER CARRIERS		IHB $261.00 PER CAR	
		$184.00 PER CAR (25-CAR)	
		$110.00 PER CAR (50-CAR)	
		(ALL OTHER CARRIERS)	
		CRL - $187.00 PER CAR	

THIS APPENDIX IS ONLY A REFERENCE GUIDE AND SHOULD NOT BE CONSTRUED AS A TRADING RECOMMENDATION OF THE CHICAGO BOARD OF TRADE. DUE TO THE RAPID CHANGES IN FREIGHT TARIFFS, WE DO NOT GUARANTEE THIS APPENDIX AS TO ACCURACY OR COMPLETENESS. FOR CURRENT INFORMATION ON SWITCHING CHARGES CONTACT THE RESPECTIVE RAIL CARRIER DIRECTLY.

01/01/00

APPENDIX 10G - GRAIN LOAD-OUT PROCEDURES

The following is a general outline of procedures for the load-out of grain covered by Chicago Board of Trade ("CBOT") registered warehouse receipts/shipping certificates. The procedures are based upon a combination of CBOT Rules and Regulations and trade practice. Where applicable, CBOT Rules and Regulations are cited.

1. Cancellation of the Warehouse Receipt/Shipping Certificate.

   a. To initiate the load-out process, the receipt/certificate holder, or owner, requests his clearing firm to cancel the warehouse receipt/shipping certificate at the CBOT Registrar's Office or requests load-out using the electronic form provided by the Clearing House's online system.

   b. Warehouse receipts/shipping certificates cancelled after 4:00 p.m. shall be deemed to be cancelled on the following business day.

   c. The next step for the owner of cancelled rice, oats or wheat warehouse receipts is to surrender them to the regular warehouseman or his representative agent in Chicago. The agent must be a registered clearing member of the CBOT, be located in the vicinity of the CBOT and be available during business hours (except Exchange holidays). Business hours are 8:00 a.m. - 4:30 p.m., Monday - Thursday and 8:00 a.m. - 3:00 p.m. on Friday.

   d. At this time, the warehouseman/shipper, at his option, may require the owner to pay storage/premium and insurance charges that have accumulated up to and including the date of surrender. (See items 6(a) and (b) below.) The warehouseman's/shipper's agent shall accept these payments during business hours.

   e. At this time, the warehouseman, at his option, may also require the owner to pay the warehouseman or his agent a load-out fee of up to 6 cents per bushel. A fobbing charge of 4 cents per bushel was already paid at the time of delivery of corn and soybean shipping certificates. (The maximum load-out/fobbing fee, subject to change, is 6 cents per bushel for receipts and 4 cents per bushel for certificates.)

   f. If the owner decides against loading out grain within two days after canceling warehouse receipts/shipping certificates, he may notify the warehouseman/shipper that warehouse receipts/shipping certificates are to be re-issued. In the case of rice, oats or wheat, if the warehouseman is notified by 12:00 noon, re-issued receipts shall be deliverable by 4:00 p.m. the following business day. Requests to re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

   g. The Registrar bills the owner's clearing firm a cancellation fee per receipt/certificate. (Internal policy of CBOT's Registrar's Office.)

2. Submission of Written Loading Orders.

   a. The owner provides the warehouseman/shipper with written loading orders that identify the vessel, barge, or number of rail cars that will take delivery of the grain, and that specify the grade and estimated number of bushels to be loaded. "To be nominated" (TBN) barge identities are acceptable in loading orders.

   b. Written loading orders must be received no later than two business days after warehouse receipts/shipping certificates are cancelled.

   c. The owner will notify the warehouseman/shipper of loading orders. All loading orders received by 2:00 p.m. on a given business days shall be considered dated that day. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

   d. When loading orders are received by 2:00 p.m. of any given business day, the warehouseman/shipper will advise the owner by 10:00 a.m. the following business day of the scheduled loading dates and tonnage due. Notification of scheduled loading dates and any changes in scheduled loading dates will be by telephone, e-mail or telefax to the owner.

3. Arrangement of Transportation Conveyance.

   a. Next, the owner arranges for proper conveyance of the grain to be loaded out with a carrier; the conveyance may be rail cars, barge, or vessel, and must be clean and ready-to-load.

   b. An owner requesting vessel load-out, having surrendered canceled receipts/certificates and tendered written loading orders to the warehouseman/shipper, is entitled to the warehouse's/shipper's current scheduled load-in and load-out lineups, provided the owner gives to the warehouseman/shipper the identity of the vessel and the estimated-time-of-arrival no more than 5 calendar

days prior to constructive placement of the vessel.

In addition, an owner is entitled to receive updated information, upon request, on the warehouse/shipping station scheduled load-in and load-out lineups.

c. The carrier or its agent notifies the warehouseman/shipper of the "constructive placement" of the conveyance. The term "constructive placement" is defined in CBOT Regulations 1081.01(12)A3 (1), (2) and (3). Only the warehouseman/shipper can order the conveyance to the warehouse/shipping station for actual placement for loading.

d. The warehouseman/shipper is not responsible for the failure of the carrier to present clean, ready-to-load conveyance to the warehouseman/shipper.

4. Request for Grain Inspection or Stevedoring Service.

a. The owner may, at his option and expense, request the warehouseman/shipper to arrange inspection and weighing service provided by the Federal Grain Inspection Service ("FGIS").

b. In case of water load-out (barge or vessel), the owner should request the warehouseman/shipper to arrange stevedoring service. In this regard, the owner may designate to the warehouseman/shipper the stevedoring service he would like to use.

c. The warehouseman/shipper does not control the availability of the FGIS and the stevedoring services.

5. Actual Load-Out.

a. The warehouseman/shipper shall transmit to the Registrar by 11:00 a.m. the name, location of warehouse/shipping facility, and number of delivery vessels/barges/rail cars constructively placed that day. The Registrar shall maintain a current record of the number of delivery vessels/barges/rail cars constructively placed and shall be responsible for posting this record on the Exchange Floor and the CBOT website.

b. The warehouseman/shipper must load-out all conveyances in the order of their constructive placement. Load-out of transportation constructively placed on the same day shall be in the order in which loading orders were received. An operator of a regular facility in Chicago, Burns Harbor, along the Illinois Waterway, and St. Louis has the obligation of loading grain represented by warehouse receipts or shipping certificates giving preference to takers of delivery.

c. The warehouseman/shipper informs the owner of the time of loading completion and the release time of the conveyance to the carrier.

d. The warehouseman/shipper must advise the owner of any load-out difficulties. Inclement weather may delay loading.

e. The owner should be familiar with the tariff of the warehouse/shipping station where the load-out is to occur.

f. Any expense for making the grain available for loading on the Illinois Waterway will be borne by the party making delivery, provided that the taker of delivery constructively places barge equipment clean and ready to load within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway. If the taker's barges are not constructively placed within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway, the taker shall pay the shipper an amount not to exceed 30/100 of one cent per bushel per day multiplied by the number of calendar days from the fifth business day following the scheduled loading date to the date that the barge is constructively placed, including both dates, but excluding business days the shipper meets his minimum daily barge load-out rate. Requests to cancel loading instructions and re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

6. Final Settlement of All Charges By Invoice

a. The owner pays the warehouseman/shipper storage/premium charges that have accumulated up to and including the 10th business day after constructive placement of the conveyance or the date of loading completion, whichever is earlier, for wheat and oats, or up to and including the date of loading for corn and soybeans. If the owner paid storage/premium charges when he surrendered the cancelled warehouse receipt/shipping certificate he now pays storage/premium charges that have accumulated since that time as invoiced.

b. The owner pays the warehouseman/shipper for the FGIS service and the stevedoring company for stevedoring service as invoiced. The owner is responsible for charges incurred for stevedoring service, except, all fees for stevedoring services to load corn

and soybeans into barges are to be paid by the issuer of the Corn or Soybean Shipping Certificate.

c. With some exceptions for Burns Harbor delivery, the owner pays all transportation costs, including switching charges and demurrage, if any, to the appropriate transportation company.

*/ The outline provided above is intended to serve only as a general guide to grain load-out procedures; certain of the discussed obligations of the warehouseman/shipper and owners may not apply in a particular situation or may be open to negotiation between the parties. Care has been taken in the preparation of this outline, but there is no warranty or representation expressed or implied by the Chicago Board of Trade or its member firms as to the accuracy or completeness of the material herein. In particular, CBOT rules and regulations may be revised from time to time. Accordingly, current rules and regulations, if applicable, should be consulted when there is a question about load-out. Please be advised that the U.S. Warehouse Act, as amended, or a state law may also apply to, or govern, a particular situation. If you have legal questions concerning load-out, we recommend that you consult your legal counsel. (06/01/03)

APPENDIX 10C A - CORN AND SOYBEAN SHIPPING STATIONS

Following is a listing of the shipping stations approved as regular for the delivery of Corn and Soybeans for the period through June 30, 2006:

CCL CODE	FIRM	LOCATION	MILE MARKER	APPROVED CAPACITY (bu)	DAILY LOADING RATE (bu/day)	MAX. CERTS	LOCATION DIFFERENTIAL (cents/bu)
1750	Cargill, Inc.	Burns Harbor, IN	340	5,473,000	165,000	1,094	par
1705	Chicago & Illinois River Marketing, LLC	Chicago, IL	329.4R	9,156,000	165,000	1,831	par
1715	Louis Dreyfus Corporation	Lockport, IL	292.8R	204,000	55,000	220	2
1758	Cargill, Inc.	Morris, IL	263.3R	125,000	55,000	220	2
1752	Louis Dreyfus Corporation	Morris, IL	263.0R	304,000	55,000	220	2
1730	ADM/Growmark River Systems, Inc.	Morris-E, IL	263.0R	992,000	55,000	220	2
1731	ADM/Growmark River Systems, Inc.	Morris-W, IL	262.9R	230,000	55,000	220	2
1759	Cargill, Inc.	Seneca, IL	252.5R	846,000	55,000	220	2
1732	ADM/Growmark River Systems, Inc.	Ottawa-N, IL	241.8R	988,000	55,000	220	2 1/2
1753	Cargill, Inc.	Ottawa, IL	238.5L	880,000	55,000	220	2 1/2
1733	ADM/Growmark River Systems, Inc.	Ottawa-S, IL	236.9L	107,000	55,000	220	2 1/2
1765	Maplehurst Farms, Inc.	Ottawa, IL	236.4R	THROUGH PUT	55,000	220	2 1/2
1701	Consolidated Grain and Barge Co.	Utica, IL	229L	1,300,000	55,000	220	2 1/2
1714	Louis Dreyfus Corporation	Utica, IL	229L	THROUGH PUT	55,000	220	2 1/2
1734	ADM/Growmark River Systems, Inc.	La Salle, IL	223.3R	84,000	55,000	220	2 1/2
1702	Consolidated Grain and Barge Co.	Peru, IL	222.9R	0	55,000	220	2 1/2
1713	Louis Dreyfus Corporation	Peru, IL	222.9R	THROUGH PUT	55,000	220	2 1/2
1735	ADM/Growmark River Systems, Inc.	Spring Valley, IL	218.4R	109,000	55,000	220	2 1/2
1754	Cargill, Inc.	Spring Valley, IL	218.3L	1,433,000	110,000	440	2 1/2
1736	ADM/Growmark River Systems, Inc.	Hennepin, IL	207.7L	500,000	55,000	220	2 1/2
1760	Cargill, Inc.	Hennepin, IL	207.5L	110,000	55,000	220	2 1/2
1703	Consolidated Grain and Barge Co.	Hennepin, IL	207.4R	416,000	55,000	220	2 1/2
1712	Louis Dreyfus Corporation	Hennepin, IL	207.4R	THROUGH PUT	55,000	220	2 1/2
1737	ADM/Growmark River Systems, Inc.	Henry, IL	195.8R	552,000	55,000	220	2 1/2
1738	ADM/Growmark River Systems, Inc.	Lacon, IL	189.5L	199,000	55,000	220	2 1/2
1761	Cargill, Inc.	Lacon, IL	189.3L	487,000	55,000	220	2 1/2
1739	ADM/Growmark River Systems, Inc.	Chillicothe, IL	180.5R	172,000	55,000	220	2 1/2
1740	ADM/Growmark River Systems, Inc.	Creve Coeur, IL	158.1L	1,401,000	55,000	220	3
1720	Tomen Grain Company	Pekin, IL	152.2L	156,000	110,000	440	3

(08/01/04)

APPENDIX 10S A - SOYBEAN ONLY SHIPPING STATIONS

See Appendix 10C A - CORN AND SOYBEAN SHIPPING STATIONS for shipping stations approved as regular for the delivery of Soybeans above Illinois River Mile Marker 151.

Following is a listing of additional shipping stations approved as regular for the delivery of Soybeans only for the period through June 30, 2006:

CCL Code	Firm	Location	Mile Marker	Approved Capacity (bu)	Daily Loading Rate (bu/day)	Max. Certs	Location Differential (cents/bu)
1755	Cargill, Inc.	Havana-N, IL	119.9L	575,000	55,000	220	3 1/2
1762	Cargill, Inc.	Havana-S, IL	119.8L	738,000	55,000	220	3 1/2
1742	ADM/Growmark River Systems, Inc.	Havana-N, IL	119.6L	2,800,000	55,000	220	3 1/2
1743	ADM/Growmark River Systems, Inc.	Havana-S, IL	119.3L	178,000	55,000	220	3 1/2
1763	Cargill, Inc.	Beardstown, IL	88.1L	439,000	55,000	220	3 1/2
1744	ADM/Growmark River Systems, Inc.	Beardstown, IL	91.0R	2,757,000	55,000	220	3 1/2
1756	Cargill, Inc.	Meredosia, IL	71.3L	962,000	110,000	440	3 1/2
1745	ADM/Growmark River Systems, Inc.	Naples, IL	66.1L	310,000	55,000	220	3 1/2
1706	Zen-Noh Grain Corp.	Naples, IL	65L	THROUGH PUT	55,000	220	3 1/2
1704	Consolidated Grain and Barge Co.	Naples, IL	65L	6,247,000	55,000	220	3 1/2
1757	Cargill, Inc.	Florence, IL	55.3R	1,855,000	165,000	660	3 1/2
1747	ADM/Growmark River Systems, Inc.	St. Louis, MO	UM 184R	2,154,000	220,000	880	6
1764	Cargill, Inc.	E. St. Louis, IL	UM 179L	2,481,000	110,000	440	6
1710	Peavey Co., a ConAgra Trade Group company	Sauget, IL	UM 177L	288,000	110,000	440	6

(07/01/04)

APPENDIX 11A - CRUDE SOYBEAN OIL

Following is a listing of the firms approved for the delivery of Crude Soybean Oil through June 30, 2006:

FIRM/FACILITIES	REGULAR SPACE (POUNDS)	MAXIMUM RECEIPTS ALLOWED TO ISSUE
AG PROCESSING, INCORPORATED		
Dawson, MN	26,324,000	438
Eagle Grove, IA	20,000,000	333
Emmetsburg, IA	88,000,000	1,466
Manning, IA	9,000,000	150
Mason City, IA	36,000,000	600
Omaha, NE	40,000,000	666
Sergeant Bluff, IA	31,500,000	525
Sheldon, IA	19,200,000	320
St. Joseph, MO	24,000,000	400
ANDERSON'S AGRICULTURE GROUP L.P., THE		
Logansport, IN	82,000,000	1,366
ARCHER DANIELS MIDLAND CO		
Decatur, IL	118,500,000	1,975
Des Moines, IA	36,000,000	600
Frankfort, IN	39,000,000	650
Galesburg, IL	11,400,000	190
Lincoln, NE	27,000,000	450
Mexico, MO	43,000,000	716
Quincy, IL	54,000,000	900
BUNGE MILLING, INC.		
Danville, IL	91,500,000	1,525
BUNGE NORTH AMERICA (EAST), INC.		
Decatur, IN	118,950,000	1,982
BUNGE NORTH AMERICA (ODP WEST), INC.		
Emporia, KS	36,600,000	610
CARGILL, INC.		
Ackley, IA	240,000,000	4,000
Bloomington, IL	3,900,000	65
Buffalo, IA	36,800,000	613
Cedar Rapids, IA	1,920,000	32
Cedar Rapids, (E), IA	9,300,000	155
Des Moines, IA	7,700,000	128
Iowa Falls, IA	20,000,000	333
Kansas City, MO	7,000,000	116
Lafayette, IN	9,000,000	150
CHS Inc. (Harvest States Oilseed Processing and Refining division)		
Mankato, MN	6,000,000	100
INCOBRASA INDUSTRIES, LTD.		
Gilman, IL	117,300,000	1,955
SOLAE LLC		
Gibson City, IL	50,325,000	838
SOUTH DAKOTA SOYBEAN PROCESSORS, LLC		
Volga, SD	200,700,000	3,345

(11/01/04)

APPENDIX 11B
SOYBEAN OIL DELIVERY DIFFERENTIALS IN CENTS PER 100 LBS.
FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2004

DELIVERY TERRITORY - DIFFERENTIALS*
Warehouse Location
ILLINOIS TERRITORY - PAR
Bloomington, IL
Danville, IL
Decatur, IL
Galesburg, IL
Gibson City, IL
Gilman, IL
Quincy, IL
EASTERN TERRITORY - (30)
Decatur, IN
Frankfort, IN
Lafayette, IN
Logansport, IN
EASTERN IOWA TERRITORY - 10
Ackley, IA
Buffalo, IA
Cedar Rapids, IA
Cedar Rapids (E), IA
Des Moines, IA
Iowa Falls, IA
Mason City, IA
SOUTHWEST TERRITORY - 35
Kansas City, MO
Mexico, MO
St. Joseph, MO
Emporia, KS
NORTHERN TERRITORY - (55)
Dawson, MN
Mankato, MN
Volga, SD
WESTERN TERRITORY - (35)
Eagle Grove, IA
Emmetsburg, IA
Manning, IA
Sergeant Bluff, IA
Sheldon, IA
Lincoln, NE
Omaha, NE

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DIFFERENTIAL FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2005

Illinois	Eastern	Eastern Iowa	Southwest	Northern	Western
Par	(20)	Par	45	(45)	(25)

* Differentials enclosed by parentheses ( ) are discounts.

APPENDIX 12B
SOYBEAN MEAL APPROVED DELIVERY LOCATIONS AND DIFFERENTIALS
FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2004

DELIVERY TERRITORY - DIFFERENTIALS*
Plant Locations
CENTRAL TERRITORY - PAR
Bloomington, IL
Cairo, IL
Danville, IL
Decatur, IL
Galesburg, IL
Gibson City, IL
Gilman, IL
Quincy, IL
Owensboro, KY
NORTHEAST TERRITORY - $2.00
Bellevue, OH
Decatur, IN
Fostoria, OH
Frankfurt, IN
Lafayette, IN
Morristown, IN
Mt. Vernon, IN
Sidney, OH
MIDSOUTH TERRITORY - $7.00
Decatur, AL
Guntersville, AL
Little Rock, AR
Marks, MS
Stuttgart, AR
MISSOURI TERRITORY - $1.50
Kansas City, MO
Mexico, MO
St. Joseph, MO
EASTERN IOWA TERRITORY - ($4.00)
Cedar Rapids (East), IA
Des Moines, IA
Iowa Falls, IA
NORTHERN TERRITORY - ($3.00)
Eagle Grove, IA
Council Bluffs, IA
Emmetsburg, IA
Manning, IA
Mason City, IA
Sergeant Bluff, IA
Sheldon, IA
Sioux City, IA

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DIFFERENTIALS FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2005

Central	Northeast	Midsouth	Missouri	Eastern Iowa	Northern
Par	$ 3.00	$ 8.00	$ 2.50	($ 3.00)	($ 2.00)

* Differentials enclosed by parentheses ( ) are discounts.

APPENDIX 14A - BRANDS APPROVED FOR DELIVERY AGAINST CBOT 5,000 OUNCE SILVER CONTRACTS

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
The Anaconda Company	Perth Amboy, N.J.	UMCO	*	UMS CO.
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO SILVER - AMARILLO, TEXAS
	Baltimore, M.D.	ASBA	*	ASARCO BALTIMORE, MARYLAND
	Perth Amboy, N.J.	ASCP	*	AS & R CO.-PERTH AMBOY, N.J.
	Perth Amboy, N.J.	ASPA	*	ASARCO-PERTH AMBOY, NEW JERSEY
	Selby, CA	SGSR	*	SELBY GOLD & SILVER REFINERY, SAN FRANCISCO, CAL.
Britannia Refined Metals Co.	Northfleet, England	BLCO		BLCo.
Broken Hill Associated Smelters Pty. Ltd.	Port Pirie, Australia	BHAS		BHAS
The Bunker Hill Company	Kellogg, Idaho	HILL	*	BUNKER HILL
Cerro de Pasco Corporation	La Oroya, Peru	CDPP	*	C de P PERU
Cominco Ltd.	Trail, British Columbia	TADA		TADANAC
Compania de Real Monte y Pachuca	Pachuca, Mexico	RDMM		R del M
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAP	*	COMPTOIR-LYON-ALEMAND, LOUYOT & CIE-PARIS
		CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	South Plainfield, N.J.	METZ	*	DEGUSSA (with 1/2 sun and 1/4 moon within diamond, also Metz est. 1921)
Dowa Mining Co. Ltd.	Kosaka City, Japan	DOWA		DOWA (with crossed hammers within circle)
Empresa Minera del Peru S.A.	La Oroya, Peru	CPPE		CP-PERU
Engelhard Corporation	Chessington, England	ENCI	*	ENGELHARD LONDON
	Carteret, N.J.	ENNE	*	ENGELHARD
Engelhard Corporation	Ivry, France	ECMP	*	ENGELHARD (with Compagnie Des Metaux Precieux-Paris within an oval)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Furukawa Metals Co. Ltd.	Nikko City, Japan	TRIA		OPEN TRIANGLE (like letter A, brand name "Yamaichi")
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass.	GWHH	*	HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass.	HAND	*	HH HANDY & HARMAN SILVER
	Fairfield, Conn.	HARM	*	HH HANDY & HARMAN SILVER (with capital letter F bars produced at Fairfield, Conn.)
INCO Limited	Sudbury, Ontario	ORCO		ORC
Industrial Minera Mexico, S.A.	Monterrey, Mexico	ASMO	*	ASARCO-MONTERREY
	Monterrey, Mexico	IMMM		IMM-MONTERREY
Johnson Matthey Limited	Brampton, Ontario	JMJM	*	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: JM LTD.-CANADA-ASSAY OFFICE)
	Brampton, Ontario	JMCA	*	JM (with crossed hammers)
	Brampton, Ontario	JMMC	*	J.M. & M. Ltd.
	Brampton, Ontario	JMLT		JM and crossed hammers in diamond Surrounded by JOHNSON MATTHEY CANADA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO		JOHNSON MATTHEY LONDON
	Royston, England	JMCF	*	JMCF
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI		JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I.-U.S.A.-ASSAY OFFICE)
Kam-Kotia Mines Ltd.	Cobalt, Ontario	CRKO	*	CRK
Kennecott Corporation	Magma, Utah	KUEU		KUE
Metalli Preziosi S.p.A.	Milan, Italy	MPSP		METALLI PREZIOSI S.p.A. MILANO (with MP)
n.v. Union Miniere s.a.	Hoboken, Belgium	MHOV	*	HOBOKEN 999.7+
- - Business Unit Hoboken	Hoboken, Belgium	HOBN		HOBOKEN 999+
Metalor Technologies USA Corp.	N. Attleboro, Mass.	MUST		METALOR(R) (with "MUS" assay mark)
	N. Attleboro, Mass.	META	*	METAUX PRECIEUX SA METALOR (in a circle with letters MUS in center)
Metalor Precicux SA Metalor	Neuchatel, Switzerland	MPOR		METAUX PRECIEUX SA METALOR (in a circle with letters MP in center)
Met-Mex Penoles, SA de CV	Monterrey, Mexico	MPSA	*	METALURGICA MEXICANA PENOLES S.A.
	Torreon, Mexico	POPM		PRODUCT OF PENOLES MEXICO
Mitsubishi Materials Corporation	Kagawa, Japan	DIAM		Three diamonds forming a triangle
No. 1 Mining Corporation	Namtu, Burma	BRMA		BURMA MINES

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Noranda Metallurgy Inc. - Copper	Montreal East, Quebec	CCRL		CCR CANADA
Norddeutsche Affinerie A.G.	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP S.A.	Castel San Pietro, Switzerland	PAMP		PAMP
PGP Industries Inc.	Duncan, South Carolina	PGPI		PGP
Rand Refinery Limited	Germiston, Transvaal	RRSA		RAND REFINERY LTD. (with RR Ltd. on underside)
Rudarsko Metalursko Hernijski Kombinat, Trepca	Zvecan, Yugoslavia	TREP		TREPCA
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD.
United States Assay Office	Denver, Colorado New York, New York Philadelphia, Pa. San Francisco, Cal.	USDE USNY USPH USSF	*	SEAL OF UNITED STATES (with year and location of production)
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S. Smelting, Refining & Mining	East Chicago, III.	USSC	*	USSCO
Zaklady Metalurginczne Trzebinia	Trzebinia, Poland	ZTMP		ZTM

* Denotes brands are no longer produced

10/01/04

APPENDIX 14B-CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR 5,000 OUNCE SILVER CONTRACTS

Depository	Location	Vault Number
Brinks Global Services USA, Inc. A Division of Brinks, Inc.	652 Kent Avenue Brooklyn, NY 11211	4001
Delaware Depository Service Company	3601 N. Market Street Wilmington, DE 19802	4014
HSBC Bank USA	452 5th Avenue New York, NY 10018	4008
	425 Saw River Road Ardsley, NY 10502	4100
Scotia Mocatta Depository A Division of Bank of Nova Scotia	26 Broadway New York, NY 10004	3001

Assayer for 5,000 ounce silver contracts
Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(201) 837-7160

(11/01/04)

APPENDIX m14A - BRANDS APPROVED FOR DELIVERY AGAINST CBOT mini-sized SILVER CONTRACTS

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
The Anaconda Company	Perth Amboy, N.J.	UMCO	*	UMS CO.
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO SILVER - AMARILLO, TEXAS
	Baltimore, M.D.	ASBA	*	ASARCO BALTIMORE, MARYLAND
	Perth Amboy, N.J.	ASCP	*	AS & R CO.-PERTH AMBOY, N.J.
	Perth Amboy, N.J.	ASPA	*	ASARCO-PERTH AMBOY, NEW JERSEY
	Selby, CA	SGSR	*	SELBY GOLD & SILVER REFINERY, SAN FRANCISCO, CAL.
Britannia Refined Metals Co.	Northfleet, England	BLCO		BLCo.
Broken Hill Associated Smelters Pty. Ltd.	Port Pirie, Australia	BHAS		BHAS
The Bunker Hill Company	Kellogg, Idaho	HILL	*	BUNKER HILL
Cerro de Pasco Corporation	La Oroya, Peru	CDPP	*	C de P PERU
Cominco Ltd.	Trail, British Columbia	TADA		TADANAC
Compania de Real Monte y Pachuca	Pachuca, Mexico	RDMM		R del M
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAP	*	COMPTOIR-LYON-ALEMAND, LOUYOT & CIE-PARIS
		CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	South Plainfield, N.J.	METZ	*	DEGUSSA (with 1/2 sun and 1/4 moon within diamond, also Metz est. 1921)
Dowa Mining Co. Ltd.	Kosaka City, Japan	DOWA		DOWA (with crossed hammers within circle)
Empresa Minera del Peru S.A.	La Oroya, Peru	CPPE		CP-PERU
Engelhard Corporation	Chessington, England	ENCI	*	ENGELHARD LONDON
	Carteret, N.J.	ENNE	*	ENGELHARD
Engelhard Corporation	Ivry, France	ECMP	*	ENGELHARD (with Compagnie Des Metaux Precieux-Paris within an oval)

*No longer produced

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Furukawa Metals Co. Ltd.	Nikko City, Japan	TRIA		OPEN TRIANGLE (like letter A, brand name "Yamaichi")
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass.	GWHH	*	HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass.	HAND	*	HH HANDY & HARMAN SILVER
	Fairfield, Conn.	HARM	*	HH HANDY & HARMAN SILVER (with capital letter F bars produced at Fairfield, Conn.)
INCO Limited	Sudbury, Ontario	ORCO		ORC
Industrial Minera Mexico, S.A.	Monterrey, Mexico	ASMO	*	ASARCO-MONTERREY
	Monterrey, Mexico	IMMM		IMM-MONTERREY
Johnson Matthey Limited	Brampton, Ontario	JMJM	*	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: JM LTD.-CANADA-ASSAY OFFICE)
	Brampton, Ontario	JMCA	*	JM (with crossed hammers)
	Brampton, Ontario	JMMC	*	J.M. & M. Ltd.
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO		JOHNSON MATTHEY LONDON
	Royston, England	JMCF	*	JMCF
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI		JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I.-U.S.A.-ASSAY OFFICE)
Kam-Kotia Mines Ltd.	Cobalt, Ontario	CRKO	*	CRK
Kennecott Corporation	Magma, Utah	KUEU		KUE
Metalli Preziosi S.p.A.	Milan, Italy	MPSP		METALLI PREZIOSI S.p.A. MILANO (with MP)
n.v. Union Miniere s.a.	Hoboken, Belgium	MHOV	*	HOBOKEN 999.7+
- - Business Unit Hoboken	Hoboken, Belgium	HOBN		HOBOKEN 999+
Metalor Technologies USA Corp.	N. Attleboro, Mass.	META	*	METAUX PRECIEUX SA METALOR (in a circle with letters MUS in center)
	N. Attleboro, Mass.	MUST		METALOR (with "MUS" assay mark)
Metalor Precieux SA Metalor	Neuchatel, Switzerland	MPOR		METAUX PRECIEUX SA METALOR (in a circle with letters MP in center)
Met-Mex Penoles, SA de CV	Monterrey, Mexico	MPSA	*	METALURGICA MEXICANA PENOLES S.A.
	Torreon, Mexico	POPM		PRODUCT OF PENOLES MEXICO
Mitsubishi Materials Corporation	Kagawa, Japan	DIAM		Three diamonds forming a triangle
No. 1 Mining Corporation	Namtu, Burma	BRMA		BURMA MINES
Noranda Metallurgy Inc.- Copper	Montreal East, Quebec	CCRL		CCR CANADA

*No longer produced

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Norddeutsche Affinerie A.G.	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP S.A.	Castel San Pietro, Switzerland	PAMP		PAMP
PGP Industries Inc.	Duncan, South Carolina	PGPI		PGP
Rand Refinery Limited	Germiston, Transvaal	RRSA		RAND REFINERY LTD. (with RR Ltd. on underside)
Rudarsko Metalursko Hernijski Kombinat, Trepca	Zvecan, Yugoslavia	TREP		TREPCA
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD.
United States Assay Office	Denver, Colorado New York, New York Philadelphia,Pa. San Francisco, Cal.	USDE USNY USPH USSF	*	SEAL OF UNITED STATES (with year and location of production)
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S. Smelting, Refining & Mining	East Chicago, Ill.	USSC	*	USSCO
Zaklady Metalurginczne Trzebinia	Trzebinia, Poland	ZTMP		ZTM

* Denotes no longer produced

10/01/04

APPENDIX m14B - CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR mini-sized SILVER

Depository	Facilities	Computer Code
NEW YORK		
SCOTIA MOCATTA DEPOSITORY, A DIVISION OF THE BANK OF NOVA SCOTIA 26 Broadway New York, NY 10004 Orders: (212) 912-8530	26 Broadway New York, NY	3001
HSBC BANK USA 1 West 39th Street, SC 2 Level New York, NY 10018 Orders: (212) 525-6439	1 West 39th Street, SC 2 Level New York, NY	5001
	425 Sawmill River Road Ardsley, NY	5002
BRINKS GLOBAL SERVICES, USA, INC. A DIVISION OF BRINKS, INC. Suite 400 580 5th Avenue New York, NY 10036 Orders: (718) 260-2200	652 Kent Avenue Brooklyn, NY	4001
DELAWARE		
DELAWARE DEPOSITORY SERVICE COMPANY, LLC 3601 North Market Street Wilmington, DE 19802 Orders: (302) 765-3884	3601 North Market Street Wilmington, DE	6001
	4200 Governor Printz Blvd. Wilmington, DE	6002

LICENSED ASSAYER FOR mini-sized SILVER

Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
Orders: NJ (201) 837-7160

11/01/04

APPENDIX 15A - BRANDS APPROVED FOR DELIVERY AGAINST 100 OUNCE GOLD CONTRACTS

PRODUCER	REFINED AT	CODE		BRAND MARKS
AGR Joint Venture	Perth, Australia	PMAU		THE PERTH MINT AUSTRALIA (with swan motif mint mark within circle)
Argor, S.A.	Chiasso, Switzerland	ARGO	*	ARGOR S.A. CHIASSO-ASA
Argor - Heraeus SA	Mendrisio, Switzerland	ARHE		ARGOR-HERAEUS SA, A-H, SWITZERLAND
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO GOLD- AMARILLO, TEXAS
Casa da Moeda do Brasil	Rio de Janeiro, Brazil	CASA		CASA DA MOEDA DO BRASIL-CMB
Compagnie des Metaux Precieux	Ivry, France	CMPP	*	COMPAGNIE DES METAUX PRECIEUX PARIS (may also contain letters CMP)
	Ivry, France	SDBS	*	SOCIETE DE BANQUE SUISSE
Companhia Real de Metais	Sao Paulo, Brazil	CRDM		CRM
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS (with Affineur Fondeur within octagon)
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA FEINGOLD (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	Burmington, Ontario	DECA	*	DEGUSSA CANADA LTD. (with 1/2 sun and 1/4 moon within diamond)
OMG Brasil Ltda.	Guarulhos, Brazil	DEBR		DEGUSSA S.A. (with 1/2 sun and 1/4 moon within diamond)
H. Drijfhout & Zoon's Edelmetaalbedrijven BV	Amsterdam, Netherlands	HDZA		H. DRIJFHOUT & ZOON-AMSTERDAM-MELTERS (within octagon)

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Engelhard Corporation	Carteret, N.J.	ENNE	* ENGELHARD (may also be * ENGELHARD NEW JERSEY-U.S.A. or ENGELHARD U.S.A.)
	Carteret, N.J.	BAKE	* BAKER (within circle atop triangle)
	Chessington, England	ENCI	* ENGELHARD LONDON
	Thomastown, Australia	ENTH	* ENGELHARD AUSTRALIA
	Aurora, Ontario	ENAU	* ENGELHARD (with circle connected to 1/2 moon to left of name; may also be ENGELHARD INDUSTRIES OF CANADA LTD.
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass	GWHH	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass	HAND	* HH HANDY & HARMAN
W.C. Heraeus, G.m.b.H.	Hanau, Germany	HERA	HERAEUS FEINGOLD (with Heraeus Edelmetalle GmbH-Hanau encircling three roses)
Heraeus Incorporated	Newark, N.J.	HERI	HERAEUS FEINGOLD (with capital letter "E" preceding serial number)
Heraeus Ltd.	Kowloon,Hong Kong	HERH	HERAEUS FEINGOLD (with capital letter "H" preceding serial number)
Homestake Mining Company	Lead, South Dakota	HMCO	* HOMESTAKE MINING COMPANY (with HMC all within circle)
Johnson Matthey, Inc.	Winslow, New Jersey	MBUS	* MATTHEY BISHOP U.S.A. (within an oval)
Johnson Matthey Limited	Brampton, Ontario	JMMC	* JOHNSON MATTHEY & MALLORY-CANADA (within an oval)
	Brampton, Ontario	JMCA	* JM (with crossed hammers)
	Brampton, Ontario	JMJM	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M. LTD.-CANADA-ASSAY OFFICE)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Johnson Matthey Limited (Australia)	Kogarah, Australia	MGPS	*	MATTHEY GARRETT PTY. SYDNEY REFINERS (within an oval)
	Kogarah, Australia	JMLA	*	JOHNSON MATTHEY LIMITED AUSTRALIA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO		JOHNSON MATTHEY LONDON (within an oval)
Johnson Matthey & Pauwels S.A.	Brussels, Belgium	JMPA	*	JOHNSON MATTHEY & PAUWELS (within an oval)
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI		JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I. U.S.A.-ASSAY OFFICE)
Kennecott Utah Copper Corporation	Magna, Utah	KUAU		KUC
Metallurgie Hoboken Overpelt S.A.	Hoboken, Belgium	MHOV	*	METALLURGIE HOBOKEN OVERPELT
n.v. Union Miniere s.a. - Business Unit Hoboken	Hoboken, Belgium	HOBO		Hoboken 9999
Metalli Preziosi S.p.A.	Milan, Italy	MPSP		METALLI PREZIOSI S.p.A. MILANO-AFFINAZIONE(with MP within a circle)
Metalor Technologies USA Corp.	Attleborough, Mass.	MUST		METALOR(R)(with the "MUS" assay mark)
	Attleborough, Mass.	META	*	METAUX PRECIEUX SA METALOR -MP (with "MUS" Assay mark)
Metaux Precieux S.A. Metalor	Neuchatel, Switzerland	MPSA		METAUX PRECIEUX SA - NEUCHATEL (with MP within a circle)
	Neuchatel, Switzerland	SBCO		SWISS BANK CORPORATION
Mitsubishi Metal Corporation	Osaka, Japan	MMCO	*	MITSUBISHI METAL CORPORATION (with three diamond mark within oval)
Mitsubishi Materials Corporation	Kagawa, Japan	MITS		Three diamonds forming a triangle
Noranda Mines Limited, CCR Division	Montreal East, Quebec	CCRL	*	CANADIAN COPPER REFINERS LIMITED MONTREAL EAST, CANADA (within an oval)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Noranda Mines Limited, CCR Division	Montreal East, Quebec	NORA	*	NORANDA MINES LIMITED - CCR, MONTREAL EAST, CANADA (within an oval)
Noranda Metallurgy Inc. - Copper	Montreal East, Quebec	NINC		NORANDA MINES Inc. - CCR, MONTREAL EAST, CANADA (within an oval)
Norddeutsche Affinerie AG	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP, S.A.	Castel S. Pietro,	PAMP		PAMP-SUISSE Produits Artistiques Metaux Precieux Switzerland
Rand Refinery Limited	Germiston Transvaal	RRSA		RAND REFINERY Ltd. SOUTH AFRICA (encircling picture of springbok)
Royal Canadian Mint	Ottawa, Canada	RCMI		ROYAL CANADIAN MINT (encircling a crown)
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Schone Edelmetaal NV	Amsterdam, Netherlands	GSNV		GUARANTEED BY SCHONE N.V. AMSTERDAM
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD. - LONDON & SHEFFIELD
_anaka Kikinzoku Kogyo K.K.	Ichikawa, Japan	TTME		TANAKA TOKYO-MELTERS
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S.S.R	Moscow, U.S.S.R	CCCP		CCCP (with hammer and sickle)
Valcambi, S.A.	Balerna, Switzerland	CRSU		CREDIT SUISSE

* Denotes brand is no longer produced.

10/01/04

APPENDIX 15B-CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR 100 OUNCE GOLD CONTRACTS

Depository	Location	Vault Number
Brinks Global Services USA, Inc. A Division of Brinks, Inc.	652 Kent Avenue Brooklyn, NY 11211	4001
HSBC Bank USA	452 5th Avenue New York, NY 10018	4008
Scotia Mocatta Depository A Division of Bank of Nova Scotia	26 Broadway New York, NY 10004	3001

Assayers for 100 ounce gold contracts
Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(201)837-7160

(10/01/04)

APPENDIX m15A - BRANDS APPROVED FOR DELIVERY AGAINST CBOT mini-sized GOLD CONTRACTS

PRODUCER	REFINED AT	CODE		BRAND MARKS
AGR Joint Venture	Perth, Australia	PMAU		THE PERTH MINT AUSTRALIA (with swan motif mint mark within circle)
Argor, S.A.	Chiasso, Switzerland	ARGO	*	ARGOR S.A. CHIASSO-ASA
Argor - Heraeus SA	Mendrisio, Switzerland	ARHE		Argor-HerAeus SA, A-H, SWITZERLAND
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO GOLD- AMARILLO, TEXAS
Casa da Moeda do Brasil	Rio de Janeiro, Brazil	CASA		CASA DA MOEDA DO BRASIL-CMB
Compagnie des Metaux Precieux	Ivry, France	CMPP	*	COMPAGNIE DES METAUX PRECIEUX PARIS (may also contain letters CMP)
	Ivry, France	SDBS	*	SOCIETE DE BANQUE SUISSE
Companhia Real de Metais	Sao Paulo, Brazil	CRDM		CRM
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS (with Affineur Fondeur within octagon)
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA FEINGOLD (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	Burmington, Ontario	DECA	*	DEGUSSA CANADA LTD. (with 1/2 sun and 1/4 moon within diamond)
OMG Brasil Ltda.	Guarulhos, Brazil	DEBR		DEGUSSA S.A. (with1/2sun and 1/4 moon within diamond)
H.Drijfhout & Zoon's Edelmetaalbedrijven BV	Amsterdam, Netherlands	HDZA		H. DRIJFHOUT & ZOON- AMSTERDAM-MELTERS (within octagon)

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Engelhard Corporation	Carteret, N.J.	ENNE	* ENGELHARD (may also be ENGELHARD NEW JERSEY-U.S.A. or ENGELHARD U.S.A.)
	Carteret, N.J.	BAKE	* BAKER (within circle atop triangle)
	Chessington, England	ENCI	* ENGELHARD LONDON
	Thomastown, Australia	ENTH	* ENGELHARD AUSTRALIA
	Aurora, Ontario	ENAU	* ENGELHARD (with circle connected to 1/2 moon to left of name; may also be ENGELHARD INDUSTRIES OF CANADA LTD.
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass	GWHH	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass	HAND	* HH HANDY & HARMAN
W.C. Heraeus, G.m.b.H.	Hanau, Germany	HERA	HERAEUS FEINGOLD (with Heraeus Edelmetalle GmbH-Hanau encircling three roses)
Heraeus Incorporated	Newark, N.J.	HERI	HERAEUS FEINGOLD (with capital letter "E" preceding serial number)
Heraeus Ltd.	Kowloon, Hong Kong	HERH	HERAEUS FEINGOLD (with capital letter "H" preceding serial number)
Homestake Mining Company	Lead, South Dakota	HMCO	* HOMESTAKE MINING COMPANY (with HMC all within circle)
Johnson Matthey, Inc.	Winslow, New Jersey	MBUS	* MATTHEY BISHOP U.S.A. (within an oval)
Johnson Matthey Limited	Brampton, Ontario	JMMC	* JOHNSON MATTHEY & MALLORY-CANADA (within an oval)
	Brampton, Ontario	JMCA	* JM (with crossed hammers)
	Brampton, Ontario	JMJM	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M. LTD.-CANADA- ASSAY OFFICE)

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Johnson Matthey Limited (Australia)	Kogarah, Australia	MGPS	* MATTHEY GARRETT PTY. SYDNEY REFINERS (within an oval)
	Kogarah, Australia	JMLA	* JOHNSON MATTHEY LIMITED AUSTRALIA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO	JOHNSON MATTHEY LONDON (within an oval)
Johnson Matthey & Pauwels S.A.	Brussels, Belgium	JMPA	* JOHNSON MATTHEY & PAUWELS (within an oval)
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I. U.S.A.-ASSAY OFFICE)
Kennecott Utah Copper Corporation	Magna, Utah	KUAU	KUC
Metallurgie Hoboken Overpelt S.A.	Hoboken, Belgium	MHOV	* METALLURGIE HOBOKEN OVERPELT
n.v. Union Miniere s.a. - - Business Unit Hoboken	Hoboken, Belgium	HOBO	Hoboken 9999
Metalli Preziosi S.p.A.	Milan, Italy	MPSP	METALLI PREZIOSI S.p.A. MILANO-AFFINAZIONE (with MP within a circle)
Metalor Technologies USA Refining Corp.	Attleboro, Mass.	META	* METAUX PRECIEUX SA METALOR -MP (with "MUS" Assay mark)
	Attleboro, Mass.	MUST	METALOR (with "MUS" assay mark)
Metaux Precieux S.A. Metalor	Neuchatel, Switzerland	MPSA	METAUX PRECIEUX SA - NEUCHATEL (with MP within a circle)
	Neuchatel, Switzerland	SBCO	SWISS BANK COPORATION
Mitsubishi Metal Corporation	Osaka, Japan	MMCO	* MITSUBISHI METAL CORPORATION (with three diamond mark within oval)
Mitsubishi Materials Corporation	Kagawa, Japan	MITS	Three diamonds forming a triangle
Noranda Mines Limited, CCR Division	Montreal East, Quebec	CCRL	* CANADIAN COPPER REFINERS LIMITED MONTREAL EAST, CANADA (within an oval)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Noranda Mines Limited, CCR Division	Montreal East, Quebec	NORA	*	NORANDA MINES LIMITED - CCR, MONTREAL EAST, CANADA (within an oval)
Noranda Metallurgy Inc. - Copper	Montreal East, Quebec	NINC		NORANDA MINES Inc. - CCR, MONTREAL EAST, CANADA (within an oval)
Norddeutsche Affinerie AG	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP, S.A.	Castel S. Pietro, Switzerland	PAMP		PAMP-SUISSE Produits Artistiques Metaux Precieux Switzerland
Rand Refinery Limited	Germiston Transvaal	RRSA		RAND REFINERY Ltd. SOUTH AFRICA (encircling picture of springbok)
Royal Canadian Mint	Ottawa, Canada	RCMI		ROYAL CANADIAN MINT (encircling a crown)
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Schone Edelmetaal NV	Amsterdam, Netherlands	GSNV		GUARANTEED BY SCHONE N.V. AMSTERDAM
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD. - LONDON & SHEFFIELD
Tanaka Kikinzoku Kogyo K.K.	Ichikawa, Japan	TTME		TANAKA TOKYO-MELTERS
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S.S.R	Moscow, U.S.S.R	CCCP		CCCP (with hammer and sickle)
Valcambi, S.A.	Balerna, Switzerland	CRSU		CREDIT SUISSE

10/01/04

* Denotes brand no longer produced.

APPENDIX m15B - CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR mini-sized GOLD

Depository	Facilities	Computer Code
NEW YORK		
SCOTIAMOCATTA DEPOSITORY, A DIVISION OF THE BANK OF NOVA SCOTIA 26 Broadway New York, NY 10004 (Orders: (212) 912-8530)	26 Broadway New York, NY	3001
HSBC Bank USA 1 West 39th Street, SC 2 Level New York, NY 10018 (Orders: (212) 525-6439)	1 West 39th Street, SC 2 Level New York, NY	5001
	425 Sawmill River Road Ardsley, NY	5002

LICENSED ASSAYER FOR mini-sized GOLD

Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(Orders: NJ (201) 837-7160)

10/01/04

APPENDIX 37B - ROUGH RICE REGULARITY

ROUGH RICE REGULARITY

The following applications for a declaration of regularity for the delivery of Rough Rice have been approved through June 30, 2006:

FIRM/FACILITY	TOTAL CAPACITY (cwt.)	MAXIMUM RECEIPTS DELIVERABLE	STORAGE RATE* (per hundred weight per day)	LOAD-OUT RATE (per hundred weight
RICELAND FOODS, INC.				
Waldenburg, AR	400,000	200	34.00/100 of a cent	22.22 cents
FARMER'S GRANARY, INC.				
Patterson, AR	900,000	450	28.89/100 of a cent	22.22 cents
GULF RICE ARKANSAS LLC				
Harrisburg, AR	953,000	476	34.00/100 of a cent	22.22 cents
HARVEST RICE, INC.				
McGehee, AR	574,000	287	34.00/100 of a cent	22.22 cents
POINSETT RICE & GRAIN, INC.				
Waldenburg, AR	830,250	415	29.67/100 of a cent	22.22 cents
Diaz, AR	425,250	212	29.67/100 of a cent	22.22 cents
PRODUCER'S RICE MILL, INC.				
Stuttgart, AR	122,000	61	28.89/100 of a ct.	21.10 cents
Stuttgart, AR (Mill Site)	400,000	200	28.89/100 of a ct.	21.10 cents
Wynne, AR	478,000	239	28.89/100 of a ct.	20.00 cents
RICELAND FOODS, INC.				
Dumas, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Fair Oaks, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Hickory Ridge, AR	338,000	169	34.00/100 of a ct.	22.22 cents
Jonesboro, AR	2,250,000	1,125	34.00/100 of a ct.	22.22 cents
McGehee, AR	300,000	150	34.00/100 of a ct.	22.22 cents
Newport, AR	360,000	180	34.00/100 of a ct.	22.22 cents
Stuttgart, AR-Dryer Mill Site	1,600,000	800	34.00/100 of a ct.	22.22 cents
Weiner, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Wheatly, AR	450,000	225	34.00/100 of a ct.	22.22 cents

* Storage rate cap of 34/100 of a cent applies to all receipts issued on and after 05/01/95

08/01/04

APPENDIX 37C - DEFINITIONS

FIRST POSITION DAY - Shall be the second business day prior to the first business day of the delivery month.

FIRST NOTICE DAY - Shall be the business day prior to the first business day of the delivery month.

FIRST DELIVERY DAY - Shall be the first business day of the delivery month.

LAST TRADING DAY - Shall be the business day prior to the last seven business days of the delivery month.

LAST NOTICE DAY - Shall be the business day prior to the last business day of the delivery month.

LAST DELIVERY DAY - Shall be the last business day of the delivery month.

11/01/94

APPENDIX 37D - MINIMUM FINANCIAL REQUIREMENTS FOR ROUGH RICE REGULARITY

The minimum financial requirements for firms which are regular to deliver Rough Rice are:

1. Working Capital - (current assets excluding current receivables from affiliates/parent company less current liabilities) must be greater than or equal to $1,000,000. All current assets must be readily marketable. Firms which do not have $1,000,000 in working capital must deposit with the Exchange $5,000 per contract which they are regular to deliver, up to a maximum of $1,000,000 less SEC haircuts, as specified in SEC Rule 15c3-1(c) (2) (vi), (vii) and (viii) plus 3% in the event of liquidation.

2. Net Worth - (Total assets less total liabilities) divided by the firm's allowable capacity (measured in contracts) must be greater than $5,000.

3. Each firm which is regular to deliver Rough Rice is required to file a yearly certified financial statement within 90 days of the firm's year-end. Each firm is also required to file within 45 days of the statement date unaudited quarterly financial statements for each of the three quarters which do not end on the firm's year-end. In addition, the Exchange may request additional financial information as it deems appropriate.

4. A Letter of Attestation must accompany all financial statements. The Letter of Attestation must be signed by the Chief Financial Officer or if there is none, a general partner, executive officer, or managerial employee who has the authority to sign financial statements on behalf of the firm and to attest to their correctness and completeness.

5. For the requirements for notification of capital reductions, see Regulation 285.03.

6. Any change in the organizational structure of a firm that is regular for delivery requires that the firm notify the Exchange prior to such change. Changes in organizational structure shall include, but not be limited to, a corporation, limited liability company, general partnership, limited partnership, or sole proprietorship that changes to another form. Prior to such change occurring, the firm is also required to notify the Exchange in writing of any name change.

For other applicable provisions, see Appendix 4G "Letter of Credit Standards" and Appendix 4H, "Bonding Standards".

01/01/04

Exhibit 4.2

FORM OF CHARTER, BYLAWS, RULES AND REGULATIONS

OF THE

CHICAGO BOARD OF TRADE

[GRAPHIC OMITTED]

As of , 2004

_____ _, 2004

AMENDMENTS TO THE CHARTER, BYLAWS, RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

Changes from _____ 1, 2004 to _____ 1, 2004

Charter

Amended and Restated Certificate of Incorporation (Effective _____, 2004)

Bylaws

Amended and Restated Bylaws (Effective _____, 2004)

Rules and Regulations

Amended and Restated Rules and Regulations (Effective _____, 2004)

Chicago Board of Trade Charter, Bylaws, Rules & Regulations
Table of Contents

*Not reprinted in Rulebook. Copies are available from the Secretary's Office.

G. Guidelines - Badge Validation and Return

4. Futures Commission Merchants

A. Exchange Transaction Fee Schedule

B. Procedures for Relief Requests/Financial Requirements

C. Reserved

D. Reserved

E. Financial Requirements for Agricultural Regularity

F. Letter of Credit Standards for Corn & Soybeans

G. Letter of Credit Standards for Agricultural Products

H. Bond Standards for Agricultural Products

5. Reserved

6. Arbitration Fees

A. Member Claims

B. Non-Member Claims

7.-9. Reserved

9B-1. LIFFE Core Network Acceptable Use Policy
9B-2. e-cbot Error Trade Policy
9B-3. Tick Breakdown Per CBOT Contract
9B-4. Example of Autoleg Error

10. Grains

A. Regular Warehousemen

- Chicago and Burns Harbor Switching Districts

B. Regular Warehousemen

- St. Louis-East St. Louis and Alton Switching Districts

C. Regular Warehousemen

- Minneapolis and St. Paul Switching Districts

D. Regular Warehousemen

- Toledo, Ohio Switching District

E. Reserved

F. Reciprocal Switching Charges

within Chicago, IL and Burns Harbor, IN

G. Grain Load-Out Procedures

10C(A). Corn and Soybean Shipping Stations

10S(A). Soybean Only Shipping Stations

11. Soybean Oil

A. Regular Shippers

B. Differentials

12. Soybean Meal

A. Regular Shippers

B. Differentials

13. Reserved

14. 5,000 oz Silver

A. Approved Brands

B. Depositories & Assayers
---

m14. mini-sized Silver

A. Approved Brands

B. Depositories & Assayers

15 100 oz. Gold

A. Approved Brands

B. Depositories & Assayers

m15. mini-sized Gold

A. Approved Brands

B. Depositories & Assayers

16. Reserved

*17. Government National Mortgage Association (GNMA)

Collateralized Depositary Receipt (CDR)

A. Approved Depositaries

B. Approved Originators

18-36. Reserved

37. Rough Rice

A. Reserved

B. Rough Rice Regular Warehouses Delivery Differentials

C. Definitions

D. Minimum Financial Requirements for Rough Rice Regularity

* Not reprinted in Rulebook. Copies are available from the Secretary's Office.

FORM OF AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
BOARD OF TRADE OF THE
CITY OF CHICAGO, INC.
(Originally incorporated in the State of Delaware under the name
Delaware CBOT, Inc. on May 12, 2000)

ARTICLE I

NAME

The name of the corporation is Board of Trade of the City of Chicago, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is 9 Loockerman Street, in the City of Dover, County of Kent, Delaware 19901. The name of the registered agent of the Corporation at such address is National Registered Agents, Inc.

ARTICLE III

CORPORATE PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (as amended from time to time, the "DGCL").

ARTICLE IV

MEMBERSHIP

A. General.

The Corporation shall have no authority to issue capital stock. The terms and conditions of membership in the Corporation shall be as provided in or pursuant to this Certificate of Incorporation and the Bylaws of the Corporation which incorporate by reference the Rules and Regulations (collectively, the "Rules") of the Corporation (the "Bylaws"), which shall be part of the Bylaws in all respects.

B. Classes and Series of Membership.

Membership in the Corporation shall be divided into classes and series as set forth in this Article IV.

1. Class A Membership.

There shall be one Class A Membership in the Corporation (the "Class A Membership" and the holder thereof, the "Class A Member"), which Class A Membership shall be held by CBOT Holdings, Inc., a Delaware corporation ("CBOT Holdings"). It shall be a term and condition of such Class A Membership that such membership may not be transferred to or held by any person or entity other than CBOT Holdings unless authorized by an amendment to this Section B(1)) of Article IV. Except to the extent (if any) expressly provided herein or required by law, the Class A Member shall have the right to vote on any matter to be voted on by the members of the Corporation other than on those matters expressly reserved to the vote of the holders of Series B-1 Memberships and Series B-2 Memberships (each as defined in Section B(2) of this Article IV) and shall have the exclusive right to receive any dividend or other distribution (including upon liquidation, dissolution,

winding-up or otherwise) to be declared, paid or distributed by the Corporation (except as provided in Section B(2) of this Article IV), and no other member of or class or series of membership in the Corporation shall be entitled to vote on any matter except as set forth below or to receive any such dividend or other distribution (except as provided in Section B(2) of this Article IV). In addition to those general voting rights of the Class A Membership set forth in this Section B(1) of this Article IV, the affirmative vote of the Class A Membership shall be required to permit the Corporation to approve, in one transaction or in a series of related transactions: (a) any merger or consolidation of the Corporation with or into another entity, (b) any purchase by, investment in, or other acquisition or formation by the Corporation of any business or assets which are, or are intended to be, competitive, as determined by the board of directors of the Corporation (the "Board of Directors") in its sole and absolute discretion, with the business conducted or proposed to be conducted at such time by the Corporation, (c) any sale (or other transfer) to a third party of assets of the Corporation that constitute a significant amount of the total assets of the Corporation, or (d) any dissolution or liquidation of the Corporation. For purposes of clause (c) of the foregoing provision, a significant amount of the total assets of the Corporation shall mean 10% of the fair market value of the assets, both tangible and intangible, of the Corporation as of the time of the approval by the Board of Directors of the proposed sale (or other transfer), as determined by the Board of Directors in its sole and absolute discretion.

2. Class B Membership.

(a) Class B Memberships in the Corporation (each a "Class B Membership" and the holder thereof, a "Class B Member") shall represent the right to trade on and otherwise utilize the facilities of the Corporation in accordance with and to the extent permitted by this Certificate of Incorporation, the Bylaws and the Rules. There shall be authorized three thousand six hundred eighty-one (3,681) Class B Memberships, which shall be divided into five (5) series ("Series") as follows:

1,402 Series B-1 Memberships (each, a "Series B-1 Membership" and the holder thereof, a "Series B-1 Member");
867 Series B-2 Memberships (each, a "Series B-2 Membership" and the holder thereof, a "Series B-2 Member");
128 Series B-3 Memberships (each, a "Series B-3 Membership" and the holder thereof, a "Series B-3 Member");
641 Series B-4 Memberships (each, a "Series B-4 Membership" and the holder thereof, a "Series B-4 Member"); and
643 Series B-5 Memberships (each, a "Series B-5 Membership" and the holder thereof, a "Series B-5 Member");

(b) Notwithstanding Section (B)(2)(a) of this Article IV, (i) following the issuance of memberships of the Corporation in the merger of the Corporation with a subsidiary of CBOT Holdings (the "Merger") to be effected in connection with the Restructuring (as defined in this Section (B)(2) of Article IV), the Corporation may issue additional authorized but unissued Series B-2 Memberships only in connection with the conversion of Series B-3 Memberships into Series B-2 Memberships pursuant to Section (D)(3) of this Article IV and no person may become or qualify as a Series B-2 Member following consummation of the Merger at any time by acquiring a theretofore authorized but unissued Series B-2 Membership except as a result of such a conversion, and (ii) the Corporation may issue authorized but unissued Series B-3 Memberships only pursuant to the terms of the agreement and plan of merger relating to the Merger and no person may become or qualify as a Series B-3 Member following consummation of the Merger at any time by acquiring a theretofore authorized but unissued Series B-3 Membership.

(c) Class B Memberships shall have no right to receive any dividend or other distribution (including upon liquidation, dissolution, winding-up or otherwise) to be declared, paid or distributed by the Corporation with the sole exception of the dividend of shares of CBOT Holdings to be declared and paid in connection with the restructuring of the Corporation and the creation of the Class B Memberships (the "Restructuring"). The respective rights and privileges of each Series of Class B Membership shall be as provided in or pursuant to this Certificate of Incorporation, the Bylaws and the Rules.

C. Class B Voting Rights.

Except as otherwise expressly provided in this Certificate of Incorporation, the holders of Class B Memberships shall not be entitled to vote on any matter. On any matter on which the holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote together as a single class pursuant to this Certificate of Incorporation, each holder of Series B-1 Memberships shall be entitled to one (1) vote per such membership and each holder of Series B-2 Memberships shall be entitled to one-sixth (1/6) of one (1) vote per such membership.

D. Special Rights of Class B Membership.

The holders of each Series of Class B Membership shall have the trading rights and other rights and privileges, and shall be subject to the restrictions, terms and conditions, set forth below.

1. Series Trading Rights.

(a) Series B-1 Memberships. Each holder of a Series B-1 Membership who satisfies the qualifications for and requirements of Full Membership in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a Full Member as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(b) Series B-2 Memberships. Each holder of a Series B-2 Membership who satisfies the qualifications for and requirements of Associate Membership in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, an Associate Member as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(c) Series B-3 Memberships. (1) Each holder of a Series B-3 Membership who satisfies the qualifications for and requirements of being a holder of a one-half Associate Membership as set forth in clause (2) of Rule 296.00 of the Rules shall be entitled to the rights and privileges of, and subject to the restrictions, conditions and limitations on, a holder of a one-half Associate Membership as set forth in the Certificate of Incorporation, the Bylaws and the Rules.

(2) Each holder of a Series B-3 Membership who satisfies the qualifications for and requirements of being a holder of a GIM Membership Interest in the Corporation as set forth in clause (1) of Rule 296.00 of the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of a GIM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(d) Series B-4 Memberships. Each holder of a Series B-4 Membership who satisfies the qualifications for and requirements of being a holder of an IDEM Membership Interest in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of an IDEM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(e) Series B-5 Memberships. Each holder of a Series B-5 Membership who satisfies the qualifications for and requirements of being a holder of a COM Membership Interest in the Corporation as set forth in the Rules shall be entitled to the rights and privileges of, and shall be subject to the restrictions, conditions and limitations on, a holder of a COM Membership Interest as set forth in this Certificate of Incorporation, the Bylaws and the Rules.

(f) In addition to the rights and privileges set forth above, except as otherwise provided in the Certificate of Incorporation, the Bylaws or the Rules, each holder of a Class B Membership of any Series shall be entitled to all trading rights and privileges with respect to those products that such holder is entitled to trade on the open outcry exchange system of the Corporation or any electronic trading system maintained by the Corporation or any of its affiliates or any of their respective successors or successors-in-interest.

2. Series B-1 Membership and B-2 Membership Voting Rights.

(a) In addition to any approval of the Board of Directors required by this Certificate of Incorporation, the Bylaws or applicable law, the affirmative vote of the holders of a majority of the votes cast by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a class based on their respective voting rights at any annual or special meeting of the Corporation, shall be required to adopt any amendment to this Certificate of Incorporation.

(b) In addition to any approval of the Board of Directors required by this Certificate of Incorporation, the Bylaws or applicable law, the affirmative vote of the holders of a majority of the votes cast, except in the case of paragraph (4) below, by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a class based on their respective voting rights at any annual or special meeting of the Corporation, shall be required to adopt any amendment to the Bylaws or the Rules that, in the sole and absolute determination of the Board of Directors, adversely affects:

(1) the allocation of products that a holder of a specific Series of Class B Membership is permitted to trade on the exchange facilities of the Corporation (including both the open outcry trading system and the electronic trading system),

(2) the requirement that, except as provided in that certain Agreement, dated August 7, 2001, between the Corporation and the Chicago Board Options Exchange (the "CBOE"), as modified by that certain Letter Agreement, dated October 7, 2004, between the Corporation, CBOT Holdings and the CBOE, in each case, as may be amended from time to time in accordance with their respective terms, holders of Class B Memberships who meet the applicable membership and eligibility requirements will be charged transaction fees for trades of the Corporation's products for their accounts that are lower than the transaction fees charged to any participant who is not a holder of Class B Membership for the same products, whether trading utilizing the open outcry trading system or the electronic trading system,

(3) the membership qualifications or eligibility requirements for holding any Series of Class B Membership or exercising any of the membership rights and privileges associated with such Series,

(4) the commitment to maintain open outcry markets set forth in Section F of Article IV of this Certificate of Incorporation, which must be approved by a majority of the voting power of the outstanding Series B-1 Memberships and Series B-2 Members, voting together as a class, or

(5) the requirement that any proposal to offer electronic trading between the hours of 6:00 a.m., Central Time, and 6:00 p.m., Central Time, of agricultural contracts or agricultural products currently traded on the Corporation's open outcry markets be approved by the holders of the Series B-1 Memberships and Series B-2 Memberships.

For purposes of Section D(2)(b)(1) of Article IV, the allocation of products that the holders of any Series of Class B Membership are permitted to trade on the exchange facilities of the Corporation shall be deemed to be adversely affected only if a product is eliminated from the allocation of products the holders of a particular Series of Class B Memberships are permitted to trade.

(c) In addition to their right to vote on the matters specified in the preceding paragraph (a), holders of Series B-1 Memberships and Series B-2 Memberships shall also be entitled, at any annual or special meeting of members, to (i) adopt, repeal or amend the Bylaws of the Corporation, or (ii) make non-binding recommendations that the Board of Directors of the Corporation consider proposals that require the approval of the Board of Directors, including recommendations that the board consider a specific proposal, in each case subject to such requirements and conditions for the initiation of proposals by members as may be stated in this Certificate of Incorporation or in the Bylaws. Any proposal brought pursuant to Section D(2)(c) of this Article IV shall require the affirmative vote of the holders of a majority of the votes cast by the holders of Series B-1 Memberships and Series B-2 Memberships, voting together as a single class based on their respective voting rights, at any annual or special meeting of the Corporation.

(d) On any matter on which holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote pursuant to paragraphs (a), (b) and (c) of this Section D(2) of Article IV, such holders of Series B-1 Memberships and Series B-2 Memberships shall be the only members of the Corporation entitled to vote thereon. Holders of Series B-1 Memberships and Series B-2 Memberships shall have no other voting rights except as expressly set forth herein and shall not have the right to take action by written consent in lieu of a meeting. One-third of the total voting power of the Series B-1 Memberships and Series B-2 Memberships present in person or by proxy shall constitute a quorum at any meeting to take action on the matters as to which such holders are entitled to vote pursuant to paragraphs (a), (b) and (c) of Section (D)(2) of this Article IV. Series B-3 Memberships, Series B-4 Memberships and Series B-5 Memberships shall have no right to vote on any matters or to initiate any proposals at or for any meeting of members. For purposes of any vote of the holders of Series B-1 Memberships and Series B-2 Memberships permitted by this Certificate of Incorporation, the Board of Directors shall be entitled to fix a record date, and only holders of record as of such record date shall be entitled to vote on the matter to be voted on.

3. Conversion Rights of Series B-3 Memberships.

(a) Conversion. Subject to, and upon compliance with, the provisions of this Section D(3) of Article IV, any two (2) Series B-3 Memberships shall be convertible at the option of the holder into one (1) Series B-2 Membership.

(b) Mechanics of Conversion. A holder of Series B-3 Memberships may exercise the conversion right specified in Section D(3)(a) of Article IV by delivering to the Corporation or any transfer agent of the Corporation written notice stating that the holder elects to convert such memberships, accompanied by the certificates or other instruments, if any, representing the memberships to be converted. Conversion shall be deemed to have been effected on the date when delivery of such written notice, accompanied by such certificate or other instrument, if any, is made, and such date is referred to herein as the Conversion Date. As promptly as practicable after the Conversion Date, the Corporation may issue and deliver to or upon the written order of such holder a certificate or other instrument, if any, representing the number of Series B-2 Memberships to which such holder is entitled as a result of the exercise of such conversion right. The person in whose name the certificates or other instruments representing Series B-2 Memberships are to be issued shall be deemed to have become the holder of record of such Series B-2 Memberships on the applicable Conversion Date.

(c) Memberships Reserved for Issuance. The Corporation shall take all actions necessary to reserve and make available at all times for issuance upon the conversion of Series B-3 Memberships, such number of Series B-2 Memberships as are issuable upon the conversion of all outstanding Series B-3 Memberships.

E. Restriction on Transfer.

1. Except as otherwise provided in this Section E of Article IV, no Class B Membership may be sold, transferred or otherwise disposed of (excluding any hypothecation thereof) except (a) by operation of law, (b) in a bona fide pledge to a commercial bank, a savings and loan institution or any other lending or financial institution or any Class B Member or clearing member of the CBOT Subsidiary as security for obligations of the holder incurred to acquire a membership in the CBOT Subsidiary, or (c) in a transaction consummated in connection with and conditioned upon the sale, transfer or disposition of shares of Series A-1, Class A Common Stock of CBOT Holdings ("Series A-1 Common Stock"), Series A-2, Class A Common Stock of CBOT Holdings ("Series A-2 Common Stock") or Series A-3 Class A Common Stock of CBOT Holdings ("Series A-3 Common Stock," and together with Series A-1 Common Stock and the Series A-2 Common Stock, the "Restricted Class A Common Stock"), that results in the number of shares of Restricted Class A Common Stock associated with the series of such Class B Membership, as set forth hereinafter in this Section E of Article IV, being simultaneously sold, transferred or disposed of to the same transferee of such Class B Membership. The number of shares of Common Stock that must be sold, transferred or otherwise disposed of in accordance with the preceding sentence is as follows: at least nine thousand one hundred fourteen (9,114) shares of Series A-1 Common Stock, nine

thousand one hundred twelve (9,112) shares of Series A-2 Common Stock and Series A-3 Common Stock with one (1) Series B-1 Membership; at least three thousand three hundred thirty-four (3,334) shares of Series A-1 Common Stock, three thousand three hundred thirty-three (3,333) shares of Series A-2 Common Stock or three thousand three hundred thirty-three (3,333) shares of Series A-3 Common Stock with one (1) Series B-2 Membership; at least one thousand six hundred sixty-eight (1,668) shares of Series A-1 Common Stock, one thousand six hundred sixty-six (1,666) shares of Series A-2 Common Stock or one thousand six hundred sixty-six (1,666) shares of Series A-3 Common Stock with one (1) Series B-3 Membership; at least three hundred sixty-eight (368) shares of Series A-1 Common Stock, three hundred sixty-six (366) shares of Series A-2 Common Stock or three hundred sixty-six (366) shares of Series A-3 Common Stock with one (1) Series B-4 Membership; and at least eight hundred thirty-four (834) shares of Series A-1 Common Stock, eight hundred thirty-three (833) shares of Series A-2 Common Stock or eight hundred thirty-three (833) shares of Series A-3 Common Stock with one (1) Series B-5 Membership. Notwithstanding the foregoing, for purposes of satisfying the requirements of this Section E(1) of Article IV, a holder of Restricted Class A Common Stock shall not be obligated to sell, transfer or dispose of any Class A Common Stock for which the applicable transfer restrictions have expired in connection with the lapse of the applicable transfer restriction period and have converted into unrestricted Class A Common Stock.

2. The restrictions contained in this Section E of Article IV shall be terms and conditions of membership in the Corporation and any purported sale, transfer or other disposition of a Class B Membership not in accordance with this Section E of Article IV shall be void and shall not be recorded on the books of or otherwise recognized by the Corporation.

3. If and when a majority of the outstanding Class A Common Stock of CBOT Holdings, voting together as a single class, approves a proposal to provide the board of directors of CBOT Holdings the power to authorize CBOT Holdings to issue all or any portion of the authorized shares of capital stock of CBOT Holdings that remain unissued after the issuance of shares in conjunction with the Restructuring in one or more transactions of any nature when and if determined by the board of directors of CBOT Holdings in its sole discretion (the "Second Approval") the reciprocal restrictions on transfer described in Section E(1) above will terminate and Class B Memberships will thereafter be transferable without the applicable Series A-1 Common Stock, Series A-2 Common Stock and Series A-3 Common Stock, subject to any applicable membership requirements of the Corporation and any other restrictions imposed by the Bylaws, Rules and Regulations or applicable law.

F. Commitment to Maintain Open Outcry Markets. Subject to the terms and conditions of this Section F of Article IV, the Corporation shall maintain open outcry markets operating as of the effective date of the amendment and restatement of this Certificate of Incorporation creating Class B Memberships (the "Effective Date") and provide financial support to each such market for technology, marketing and research, which the Board of Directors determines, in its sole and absolute discretion, is reasonably necessary to maintain each such open outcry market.

Notwithstanding the foregoing or any other provision of this Certificate of Incorporation, the Board of Directors may discontinue any open outcry market at such time and in such manner as it may determine if (1) the Board of Directors determines, in its sole and absolute discretion, that a market is no longer "liquid" or (2) the holders of a majority of the voting power of the then outstanding Series B-1 Memberships and Series B-2 Memberships, voting together as a single class based on their respective voting rights, approve the discontinuance of such open outcry market.

For purposes of the foregoing, an open outcry market will be deemed "liquid" for so long as it meets either of the following tests, in each case as measured on a quarterly basis:

(a) if a comparable exchange-traded product exists, the open outcry market has maintained at least 30 percent (30%) of the average daily volume of such comparable product (including for calculation purposes, volume from Exchange-For-Physicals transactions in such open outcry market); or

(b) if no comparable exchange-traded product exists, the open outcry market has maintained at least 40 percent (40%) of the average quarterly volume in that market as maintained by the Corporation in 2001 (including, for calculation purposes, volume from Exchange-For-Physicals transactions in such open outcry market).

The commitment to maintain open outcry markets set forth in this Section F of Article IV will not apply to markets introduced after the Effective Date.

ARTICLE V

MANAGEMENT OF AFFAIRS

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. In accordance with Sections 141(a) and 141(j) of the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, the composition of which shall be as set forth in Article VI of this Certificate of Incorporation. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation, the Bylaws or the Rules, the directors are hereby empowered to exercise all powers and do all acts and things as may be exercised or done by the Corporation.

B. A special meeting of members shall be called by the Chairman of the Board or the Board of Directors upon receipt by the Chairman of the Board or the Secretary of the Corporation of a written demand of the holders of Series B-1 Memberships and Series B-2 Memberships entitled to cast 10% of the total number of votes entitled to be cast at such meeting. Any such written demand shall specify the purpose of such special meeting and the special meeting so called shall be limited to the purpose so set forth. The written demand shall also specify the date of such special meeting that shall be a business day not less than ten (10) nor more than sixty (60) days from the date of such written demand. The purpose of any special meeting shall be stated in the notice thereof.

C. Any action required or permitted to be taken by the members of the Corporation must be effected at a duly called annual or special meeting of members of the Corporation and may not be effected by any consent in writing by such members, provided that the Class A Member shall have the right to effect by consent in writing any action which would require the approval of the Class A Member at a duly called annual or special meeting of the members of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

A. Designation of Directors Prior to a Qualified Initial Public Offering. After the Effective Date but prior to a Qualified Initial Public Offering, the members of the Board of Directors of the Corporation shall not be elected by the members of the Corporation but, rather, shall be those persons who are serving as directors of CBOT Holdings from time to time; such persons shall automatically become directors of the Corporation if they are directors of CBOT Holdings, and shall automatically cease to be directors of the Corporation if they cease to be directors of CBOT Holdings. The Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Chairman of the Board of Directors and the Vice Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Vice Chairman of the Board of Directors. Pursuant to Section 141(a) of the DGCL, the person appointed to serve as President and Chief Executive Officer of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, not be entitled to any voting rights held by other directors. For purposes of this Certificate of Incorporation, the term "Qualified Initial Public Offering" shall mean an initial public offering of Class A Common Stock of CBOT Holdings, which has occurred following the Second Approval, that has been underwritten by one or more nationally recognized underwriting firms, following which shares of Class A Common Stock of CBOT Holdings are listed on a national securities exchange.

B. Designation and Election of Directors Following a Qualified Initial Public Offering. Upon completion of a Qualified Initial Public Offering, the Board of Directors will be reconstituted such that it is composed of seventeen directors and classified into two classes of nine and eight directors, respectively, each elected to serve for two-year terms. There will be eleven directors designated as "Parent Directors" and six directors designated as "Subsidiary Directors." Upon election or appointment as Parent Directors of CBOT Holdings, the Parent Directors shall automatically become members of the Board of Directors and shall continue to hold such directorships for so long as they remain members of the board of directors of CBOT Holdings. The Subsidiary Directors shall be elected by the holders of Series B-1 Memberships ("Series B-1 Members") and the holders of Series B-2 Memberships ("Series B-2 Members"), voting together as a single class according to their respective voting power, beginning with the first annual election following completion of a Qualified Initial Public Offering for two-year terms. The following qualifications for Subsidiary Directors shall apply: four directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be Series B-1 Members and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations and two directors, on the date of their first nomination or selection as nominees for the Board of Directors, shall be Series B-2 Members and shall satisfy the qualifications for and requirements of the applicable class and series of membership as set forth in the Bylaws, Rules and Regulations. The Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Chairman of the Board of Directors and the Vice Chairman of the Board of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be Vice Chairman of the Board of Directors. The President and Chief Executive Officer of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors, be entitled to the same voting rights held by other directors.

ARTICLE VII

NOMINATING COMMITTEE

Upon completion of a Qualified Initial Public Offering, the Corporation shall maintain an elected nominating committee (the "Nominating Committee'), which shall receive proposals from the holders of Series B-1 Memberships and Series B-2 Memberships, review the qualifications of proposed individuals and such other individuals as the Nominating Committee may from time to time select, and advise the Board of Directors of the Corporation as to its recommendations for the nomination of individuals to serve as directors of the Corporation. The members of the Nominating Committee shall be subject to the qualifications set forth below in Section A of Article VII.

A. Composition. The Nominating Committee shall be composed of five persons, including (a) four persons who shall, on the date of their first nomination or selection as nominees for election to the Nominating Committee, be Series B-1 Members and (b) one person who shall, on the date of his or her first nomination or selection as a nominee for election to the Nominating Committee, be a Series B-2 Member. Any member of the Nominating Committee who, at any time during his or her term of office, fails to continue to satisfy the qualifications under which he or she was last elected to the Nominating Committee shall thereupon cease to be qualified to serve as a member of the Nominating Committee and the term of office of such person on such committee shall automatically end.

B. Election. Members of the Nominating Committee shall be elected by Series B-1 Members and Series B-2 Members, voting together as a single class according to their respective voting power, for a term of three years.

C. Organization. The Nominating Committee shall elect its own chairman, who for so long as he or she serves in such capacity shall at all times be a Series B-1 Member.

D. Term Limits. Members of the Nominating Committee may not be elected or appointed to serve again as a member of the Nominating Committee until the third annual meeting following the annual meeting at which his

or her term ended. However, there is no other limit to the number of terms a member of the Nominating Committee may serve.

E. Removal; Vacancies. Members of the Nominating Committee may be removed by a majority of the Series B-1 Members and Series B-2 Members, voting together as a single class according to their respective voting power, with or without cause. Any vacancies in the Nominating Committee shall be filled by the Board of Directors of the Corporation, and members so chosen shall hold their position for a term expiring at the next annual meeting of the members of the Corporation.

ARTICLE VIII

AMENDMENT OF BYLAWS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation, provided that any change to the matters set forth in Section D(2)(b) of Article IV shall also require the approval of holders of Series B-1 Memberships and Series B-2 Memberships as specified therein. The Series B-1 Members and Series B-2 Members shall also have power to adopt, amend or repeal the Bylaws. The only members of the Corporation with any power to adopt, amend or repeal the Bylaws or the Rules of the Corporation shall be the Series B-1 Members and Series B-2 Members, as set forth in Section (D)(2) of Article IV of this Certificate of Incorporation, and no other member of, or class or series of membership in, the Corporation shall have any such power.

ARTICLE IX

LIMITATION OF LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director, except for liability (A) for any breach of the director's duty of loyalty to the Corporation or its members, (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (C) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification. For purposes of this Article IX, the term "director" shall, to the fullest extent permitted by the DGCL, include any person who, pursuant to this Certificate of Incorporation, is authorized to exercise or perform any of the powers or duties otherwise conferred upon a board of directors by the DGCL.

ARTICLE X

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware, and all rights conferred upon the members of the Corporation are granted subject to this reservation. Any amendment of, or repeal of any provision contained in, this Certificate of Incorporation shall require, first, the approval of the Board of Directors and, second, the approval of the Series B-1 Members and Series B-2 Members, voting together as a single class. No other Members or Membership class shall be entitled to vote thereon and such amendment or repeal shall require the approval of the holders of a majority of the votes cast on any such properly presented proposal at any annual or special meeting of the members of the Corporation.

* * * *

FORM OF AMENDED AND RESTATED BYLAWS
OF
BOARD OF TRADE OF THE
CITY OF CHICAGO, INC.

These Bylaws shall take effect at the effective time (the "Effective Time") of the Amended and Restated Certificate of Incorporation (as amended from time to time, the "Certificate of Incorporation") of Board of Trade of the City of Chicago, Inc. (the "Corporation") to be filed with the Secretary of State of the State of Delaware in connection with the merger of the Corporation and the restructuring thereof (the "Restructuring") as described in the Registration Statement filed with the Securities and Exchange Commission in connection with the Restructuring; provided that, any limitation or restriction heretofore contained in the Bylaws, Rules and Regulations of the Corporation with respect to the rights of any holder of a Full Membership, Associate Membership, one-half participation interest in an Associate Membership, which shall constitute a membership in the Corporation of the same class as a GIM Membership Interest, GIM Membership Interest, IDEM Membership Interest or COM Membership Interest to receive the dividend to be declared and distributed in connection with the Restructuring shall be and hereby is eliminated immediately upon the adoption of these Bylaws and the holders of each of the foregoing classes of membership shall be deemed to be members of the Corporation (of their respective class) as that term is used in the Delaware General Corporation Law (as amended from time to time, the "DGCL").

Capitalized terms used but not otherwise defined herein (including the Rules) shall have the meaning given to such terms in the Certificate of Incorporation.

ARTICLE I--RULES AND REGULATIONS

Section 1. Incorporation of Rules and Regulations.

In accordance with the Certificate of Incorporation of the Corporation, the Rules and the Regulations, each as they may be amended from time to time, are hereby incorporated by reference into and made part of these Bylaws. For purposes of clarity, each reference to Full Memberships, Associate Memberships, GIM Membership Interests, IDEM Membership Interests and COM Membership Interests in the Rules and Regulations shall be deemed to refer to a Series B-1, B-2, B-3, B-4 and B-5 Membership, respectively. In addition, each reference to a one-half participation in an Associate Membership in the Rules shall, unless the context indicates otherwise, be deemed to refer to a Series B-3 Membership.

Section 2. Member Consent to Be Bound.

Applicants for membership and any person or entity holding any membership in the Corporation shall be required to sign a written agreement to observe and be bound by the Certificate of Incorporation, the Bylaws and the Rules of the Corporation, as each may be amended from time to time. In addition, the Board of Directors may adopt interpretations of the Certificate of Incorporation, Bylaws and the Rules ("Interpretations") which shall be incorporated into and deemed to be Rules.

ARTICLE II--MEMBERSHIP

Section 1. Terms and Conditions.

The terms and conditions of membership in the Corporation, including, without limitation, the rights and obligations of members, member firms and delegates, shall be as provided herein, in the Certificate of

Incorporation and in the Rules. Without limiting the foregoing, requirements with respect to, and restrictions and limitations on, the ownership, use, purchase, sale, transfer or other disposition of any membership or interest therein, or any other interest of or relating to the Corporation or membership therein, including the payment of proceeds from the sale, transfer or other disposition of any membership or interest therein, shall be as provided herein, in the Certificate of Incorporation and in the Rules, or as otherwise provided in accordance with applicable law.

Section 2. Voting Rights.

Members shall have such voting rights as are specified in the Certificate of Incorporation. To the extent authorized by the Certificate of Incorporation, the Board of Directors shall be entitled to fix a record date for purposes of determining the members entitled to vote on any matter. Except as expressly provided in the Certificate of Incorporation of the Corporation, on any matter upon which the holders of Series B-1 Memberships and Series B-2 Memberships are entitled to vote, such members shall have the authority to authorize such proposal on the affirmative vote of a majority of votes cast at any annual or special meeting of the members of the Corporation.

Section 3. Annual and Special Meetings.

1. Prior to a Qualified Public Offering, the directors of the Corporation shall be elected by the holder of the Class A Membership at an annual meeting to be held on a date designated by the Board of Directors (the "Annual Meeting"), provided that no annual meeting need be held if the holder of the Class A Membership has elected directors by written consent without a meeting. Upon completion of a Qualified Initial Public Offering, the Subsidiary Directors shall be elected by the Series B-1 Members and the Series B-2 Members at the Annual Meeting. Special meetings of the members may be called only by those persons, and in the manner specified, in the Certificate of Incorporation.

2. Nominations of persons for election to the Board of Directors or the Nominating Committee may be made at the Annual Meeting (a) pursuant to the Corporation's notice with respect to such meeting, (b) by or at the direction of the Board of Directors or (c) by any Series B-1 Member or any Series B-2 Member in good standing with the Corporation who was a member in good standing at the time of the giving of the notice provided for in the following paragraph, who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this section.

3. For nominations to be properly brought before an Annual Meeting by a Series B-1 Member or Series B-2 Member pursuant to clause (c) of the foregoing paragraph, (1) the member must have given timely notice thereof in writing to the Secretary of the Corporation, (2) if the member has provided the Corporation with a Solicitation Notice, as that term is defined in subclause (b)(iii) of this paragraph, such member must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such member to be sufficient to elect the nominee or nominees proposed to be nominated by such member, and must, in either case, have included in such materials the Solicitation Notice and (3) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the member proposing such nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this section. To be timely, a member's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than twenty (20) or more than sixty (60) days prior to the first anniversary (the "Anniversary") of the date on which the Corporation first mailed its proxy materials for the preceding year's Annual Meeting; provided, however, that for purposes of the first Annual Meeting following the Effective Time, or if the date of an Annual Meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's Annual Meeting, notice by the member to be timely must be so delivered not earlier than the 90th day prior to such Annual Meeting and not later than the close of business on the later of (i) the 45th day prior to such Annual Meeting or (ii) the 10th day following the day on which public announcement of the date of such meeting is first made. Such member's notice shall set forth: (a) as to each person whom the member proposes to nominate for election or

reelection as a director or member of the Nominating Committee (x) the person's name and a brief description of the current positions and directorships such person holds; (y) whether the member proposes to nominate such person to be a Series B-1 Director, a Series B-2 Director or a member of the Nominating Committee and, if applicable, a statement that such person satisfies the applicable criteria for Series B-1 Directors, Series B-2 Directors or members of the Nominating Committee, as applicable, and (z) such person's written consent to serve as a director or member of the Nominating Committee, as applicable if elected and, if applicable, a written undertaking to promptly provide to the Secretary of the Corporation upon request any information that the Corporation deems to be relevant to the determination of whether such person satisfies the applicable criteria for Series B-1 Directors, Series B-2 Directors or members of the Nominating Committee, as applicable; (b) as to the member giving the notice (i) the name and address of such member, as they appear on the Corporation's books, (ii) the series and number of memberships of the Corporation that are owned by such member, and (iii) whether such member intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

4. In the event that (a) a member proposes to nominate an individual for election or reelection as a director of the Corporation or as a member of the Nominating Committee; (b) such member has satisfied each of the terms and conditions set forth in paragraph (3) of this Section 3 for the nomination of such nominee; and (c) such member has delivered to the Secretary of the Corporation a written petition executed by at least forty persons who are holders of a Series B-1 Membership proposing to nominate such nominee, the Corporation shall, to the extent it prepares and delivers a proxy statement and form of proxy, at its own expense, use commercially reasonable efforts to include the name of such nominee and all other information required as a matter of law in such proxy statement and form of proxy.

5. Notwithstanding anything in the second sentence of the third paragraph of this Section 3 to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least fifty-five (55) days prior to the Anniversary, a member's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

6. Only persons nominated in accordance with the procedures set forth in this Section 3 shall be eligible to be elected as directors or members of the Nominating Committee at an Annual Meeting. The chairman of the meeting shall have the power and the duty to determine whether a nomination to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination is not in compliance with these Bylaws, to declare that such defectively proposed nomination shall not be presented for member action at the meeting and shall be disregarded.

7. For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service.

Section 4. Notice of Meetings.

Written notice of the place, date, and time of all meetings of the members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the DGCL or the Certificate of Incorporation of the Corporation). The notice of any special meeting of members shall also state the purpose or purposes for which such meeting is called.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which members and

proxy holders may be deemed to be present in person and vote at such adjourned meeting is announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which members and proxy holders may be deemed to be present in person and vote at such adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting without regard to the presence of a quorum at such adjournment.

Section 5. Quorum.

The presence of the holder of the Class A Membership, in person or by proxy, shall constitute a quorum with respect to any matter on which the holder of the Class A Membership is entitled to vote pursuant to the Certificate of Incorporation, or any meeting called to vote on such matters.

With respect to any matter on which the holders of Class B Memberships are entitled to vote pursuant to the Certificate of Incorporation, or any meeting called to vote on such matters, the presence of holders of Class B Memberships, in person or by proxy, representing one-third of the votes entitled to be cast on such matters, shall constitute a quorum. If a quorum shall fail to attend any meeting, the chairman of the meeting or, in his or her absence, the Chairman of the Board of Directors or the President may adjourn the meeting to another place, if any, date or time.

Section 6. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board of Directors or, in his or her absence, such person as may be chosen by the holder of the Class A Membership, shall call to order any meeting of the members and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 7. Conduct of Business.

The chairman of any meeting of members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

Section 8. Proxies and Voting.

At any meeting of the members, every member entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 9. Written Consent of Members in Lieu of Meeting.

Except as otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of members of the Corporation, or any action which may be taken at any annual or special meeting of the members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members that

would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of members to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section.

ARTICLE III--BOARD OF DIRECTORS

Section 1. General. The Board of Directors shall be comprised of such persons, who shall be subject to such qualifications, shall be appointed in such manner and shall have and exercise such powers, as provided in the Certificate of Incorporation.

Section 2. Quorum. A majority of the total number of directors then in office shall constitute a quorum of the Board of Directors.

Section 3. Attendance at Board Meetings.

Members of the Board of Directors or any committee who are physically present at a meeting of the Board of Directors or any committee may adopt as the procedure of such meeting that, for quorum purposes or otherwise, any member not physically present but in continuous communication with such meeting shall be deemed to be present. Continuous communication shall exist only when, by conference telephone or similar communications equipment, a member not physically present is able to hear and be heard by each other member deemed present, and to participate in the proceedings of the meeting.

Section 4. Regular Meetings.

The Board of Directors shall hold regular meetings at such times as the Board of Directors may determine from time to time.

Section 5. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President, and shall be called by the Secretary upon the written request of three Directors. The Secretary shall give at least one hour's notice of such meetings either by announcement on Change or by call letter.

Section 6. Certain Rights and Restrictions.

The right of any person to vote, participate or take any action in any capacity as a member of the Board of Directors or any committee, panel or other body shall be subject to such requirements and restrictions as may be provided herein, in the Certificate of Incorporation and in the Rules.

ARTICLE IV--COMMITTEES AND DEPARTMENTS

Section 1. General.

To the fullest extent permitted by law and the Certificate of Incorporation, the Board of Directors shall have the power to appoint, and to delegate authority to, such committees of the Board of Directors as it determines to be appropriate from time to time.

Section 2. Additional and Standing Committees.

In addition to such committees as may be authorized by the Board of Directors from time to time, the Corporation shall have such additional and standing committees, which shall be comprised of such persons having such powers and duties, as provided in the Rules. Any person may be disqualified from serving on or participating in the affairs of any committee to the extent provided in the Rules.

Section 3. Departments.

The Corporation shall have such departments as are authorized in or in accordance with the Rules.

ARTICLE V--OFFICERS

Section 1. General.

The Corporation shall have such officers, with such powers and duties, as provided herein and in the Certificate of Incorporation.

Section 2. Chairman of the Board.

The Chairman of the Board of Directors of CBOT Holdings shall, whenever he or she is serving as a member of the Board of Directors of the Corporation, be the Chairman of the Board of Directors of the Corporation.

Section 3. President.

The President shall be the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he or she shall have the responsibility to carry on the day to day activities of the Corporation, subject to the Board's authority to review the activities of the President and determine the policies of the Corporation, and for the general management and control of the business and affairs of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive and which are delegated to him or her from time to time by the Board of Directors.

Section 4. Officers Other Than President.

The Board of Directors shall appoint such Vice Presidents as it may deem necessary or desirable for the efficient management and operation of the Corporation. The Executive Vice President and any other Vice Presidents shall be responsible to the President. The Board of Directors shall also appoint such other officers as may be necessary. The Board of Directors may prescribe the duties and fix the compensation of all such officers and they shall hold office during the will of the Board of Directors.

Section 5. Bonding of Employees.

The President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer shall be placed under bond of $50,000 each, premiums to be paid out of the general funds of the Corporation; and such other employees of the Office of the Secretary, who handle funds of the Corporation, shall be bonded in the sum of $5,000 each, premiums to be paid out of the general funds of the Corporation.

Section 6. Secretary.

The Secretary shall perform such duties as may be delegated to him or her by the Board of Directors or the President. In addition he or she shall be charged with the following specific duties:

(a) To take charge of the books, papers, and corporate seal of the Corporation;

(b) To attend all meetings of the Corporation and the Board of Directors, and to keep official records thereof;

(c) To give notices when required of all Board of Directors and membership meetings;

(d) To conduct the correspondence of the Corporation under the direction of the proper officers;

(e) To furnish to the Chairman of every Special Committee a copy of the resolution whereby such Committee was created;

(f) To post all notices which may be required to be posted upon the bulletin board;

(g) To keep his or her office open during usual business hours;

(h) To see that the rooms and property of the Corporation are kept in good order;

(i) To attest, upon behalf of the Corporation, all contracts and other documents requiring authentication;

(j) To permit members to examine the records of the Corporation upon reasonable request; and

(k) To post on the bulletin board from time to time the names of all warehouses, the receipts of which are declared regular for delivery, and also, upon direction of the Board of Directors, to post any fact tending to impair the value of receipts issued by such warehouses.

Section 7. Assistant Secretaries.

Assistant Secretaries shall perform such duties as the Secretary or the Board of Directors may require, and shall act as Secretary in the absence or disability of the Secretary.

Section 8. Treasurer.

The Treasurer shall have general charge of all funds belonging to the Corporation, and shall be charged with the following specific duties:

(a) The Treasurer shall receive from the Secretary deposit of funds belonging to the Corporation. Checks in amounts over $10,000 shall be signed by either the President, the Chief Financial Officer, the Treasurer, the Secretary or the Assistant Secretary and countersigned by the Chairman of the Board of Directors, a Vice Chairman of the Board of Directors or one (1) of the three (3) other elected members of the Executive Committee;

(b) To make an annual report to the Corporation of all receipts and disbursements; and

(c) To keep all of his or her accounts in permanent books of account belonging to the Corporation, which books shall at all times be open to the examination of the Board of Directors or any committee thereof.

Section 8. Assistant Treasurer.

The Assistant Treasurer shall perform such duties as the Treasurer or the Board of Directors may require, and shall act as Treasurer in the absence or disability of the Treasurer.

ARTICLE VI--NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any member, director, committee member, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage

paid, or by sending such notice by prepaid telegram or mailgram. Any such notice shall be addressed to such member, director, committee member, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by telegram or mailgram, shall be the time of the giving of the notice.

Section 2. Waivers.

A written waiver of any notice, signed by a member, director, committee member, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such member, director, committee member, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VII--MISCELLANEOUS

Section 1. Facsimile Signatures.

Facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director and each member of any committee designated by the Board of Directors, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors from time to time.

Section 5. Time Periods.

Except as otherwise specifically provided, in applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII--INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a

"proceeding"), by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Corporation or is or was serving at the request of the Corporation as a Director, officer, trustee, committee member or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, trustee, committee member or employee or in any other capacity while serving as a Director, officer, trustee, committee member or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this Article VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Section 2. Right to Advancement of Expenses.

The right to indemnification conferred in Section 1 of this Article VIII shall include the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this Article VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, officer, committee member or employee and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 3. Right of Indemnitee to Bring Suit.

If a claim under Section 1 or 2 of this Article VIII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification

or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 4. Non-Exclusivity of Rights.

The rights to indemnification and to the advancement of expenses conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, Bylaws, agreement, vote of members or disinterested Directors or otherwise.

Section 5. Insurance.

The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, committee member, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 6. Indemnification of Agents of the Corporation.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. Corporation Defense Expenses.

Any member or member firm who fails to prevail in a lawsuit or any other type of legal proceeding instituted by that member or member firm against the Corporation or any of its officers, Directors, committee members, employees or agents must pay to the Corporation all reasonable expenses, including attorney's fees, incurred by the Corporation in the defense of such proceeding. Any member or member firm required to compensate the Corporation pursuant to this section shall be assessed interest on such amount at the rate of Prime plus one percent (1%), which interest shall accrue from the date such amount was demanded in writing after the member or member firm failed to prevail in a lawsuit or any other type of legal proceeding against the Corporation.

ARTICLE IX--AMENDMENTS

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation; provided that any change to the matters set forth in Section (D)(2)(a) of Article IV of the Certificate of Incorporation shall also require the approval of Series B-1 Members and Series B-2 Members as specified therein. Series B-1 Members and Series B-2 Members shall also have power to adopt, amend or repeal the Bylaws of the Corporation; provided, however, that any adoption, amendment or repeal of the Bylaws of the Corporation by Series B-1 Members and Series B-2 Members shall require the affirmative vote of a majority of the votes cast on any such properly presented proposal at any annual or special meeting of the members of the Corporation.

* * * *

Chapter 2
Membership

157.00 Business Conduct Committee - (See 542.00) (08/01/94)

158.00 Floor Governors Committee - (See 543.00) (08/01/94)

159.00 Membership Committee - All applications for membership shall be referred to the Membership Committee. The Membership Committee, in its discretion, may require an applicant who resides in the continental United States to appear in person for an examination either before the full committee, a duly authorized subcommittee thereof, or a representative of the Member Services Department. The Committee may also impose different requirements for other applicants in lieu of personal appearance.

The Membership Committee, by a majority vote of its members present at a duly constituted meeting, shall approve or deny the admission of the applicant to membership. A decision of the Membership Committee to deny the application may be appealed to the Regulatory Compliance Committee. 102 (12/01/03)

159.01 Membership Committee Panels - The Chairman of the Membership Committee may appoint panels of Committee members to hold duly constituted meetings, in accordance with Rule 159.00, for the purpose of approving or denying applications for membership. Any such panel must consist of not fewer than three members of the Committee. (08/01/94)

165.01 Regulatory Compliance Committee - The Chairman of the Board, with the approval of the Board, shall appoint a Regulatory Compliance Committee, which shall be comprised of the following voting members:

- Three members of the Board, all of whom shall be Full Members or Associate Members; and

- The chairmen of the Arbitration, Business Conduct, Financial Compliance, Floor Conduct, Floor Governors and Membership Committees.

Each year the Chairman of the Board shall appoint, from among the Board members on the Committee, the Chairman of the Regulatory Compliance Committee for a one-year term, provided that the term of the first Committee chairman so appointed shall expire in January 1995.

The Regulatory Compliance Committee shall be responsible for (a) the approval of legislative priorities and responses to legislative and regulatory initiatives; (b) the determination of membership capital requirements; (c) the establishment of risk management policies; (d) the establishment of membership criteria; (e) hearing appeals from denials of membership applications; (f) the monitoring of compliance policies; and (g) establishing ranges for penalties and fines for violations of the Rules and Regulations of the Association.

The Committee shall instruct the Office of Investigations and Audits to administer a statement of Member's Rights to each member (or employee of a member) who is the subject of an investigation. (See below.)

Members of the Committee shall be appointed by the Chairman of the Board with the approval of the Board. The Chairman of the Board, with the approval of the Board, shall fill any vacancy in the Board members serving on the Committee by appointing another member of the Board to serve on the Committee.

STATEMENT OF MEMBER'S RIGHTS
APPURTENANT TO EXCHANGE PROCEEDINGS

The Chicago Board of Trade ("Exchange" or "CBOT") is a self-regulatory organization subject to supervisory regulation of the Commodity Futures Trading Commission ("CFTC"). In order to fulfill its self-regulatory obligations the Exchange is required by the CFTC to undertake certain surveillance activities and to maintain an enforcement staff that prosecutes possible violations of Exchange rules before Exchange committees. At the CBOT these responsibilities are carried out by the Office of investigations and Audits ("OIA") pursuant to CBOT Regulations 170.01 and 170.02.

Investigations may be initiated by staff, members, the CFTC of the public. When an investigation is completed, an Investigations Report concerning the alleged violation is prepared and submitted to the appropriate Exchange disciplinary committee for review and action. An Investigation Report is a privileged document and not subject to disclosure, although the essential elements of an Investigative Report include a summary of the case and evidence gathered by OIA, along with an OIA recommendation on whether to proceed.

A member, member firm or any other person subject to questioning during an investigation is afforded the following rights, in addition to those rights contained in Chapter 5 of the Exchange Rulebook:

1) The right to be represented by counsel during questioning and at any subsequent proceeding before an Exchange committee. Regulation 540.03(g).

2) The right to be informed of the general act or conduct which is the subject of the investigation, in so far as is determinable at the time of questioning.

3) The right not to answer any question, if the answer would convict or tend to convict the person of any State of Federal law. Rule 548.00.

4) The right to examine any statements or documents which are relevant to the issued charges, excluding privileged work product and the Investigative Report. Regulation 540.03(a).

5) The right to call relevant witnesses at any hearing and, for those witnesses within the jurisdiction of the Association, compel their attendance.

6) The right of one peremptory (for no reason) challenge to the presence of a member of an Exchange disciplinary committee impaneled to hear the matter and unlimited challenges for cause.

In addition, members, member firms or any other persons subject to questioning during an investigation should be aware that Section 9(a)(4) of the Commodity Exchange Act makes it a felony to willfully falsify or conceal a material fact, to make a false, fictitious or fraudulent statement, or to knowingly make or use a false document to any representative of the Exchange, including OIA employees, who are performing their official duties.

I hereby acknowledge that I have read this Statement of Member's Rights this _____ day of _____, 20 _____.

_____

170.00 Departments - The Board, or the President with the approval of the Board, is authorized to establish and maintain such departments as may be deemed necessary from time to time, and the Board shall make all needful Regulations applicable thereto. All such departments shall be under the supervision of the President, who shall be responsible to the Board. 81 (08/01/94)

170.01 Office of Investigations and Audits - Under authority of Rule 170.00 there is established a Department of the Association to be known as the Office of Investigations and Audits. The Office shall function under the supervision of an individual who shall be at least a Vice President of the Association. The Office of Investigations and Audits shall initiate and conduct investigations and audits on behalf of the President and Chief Executive Officer and on behalf of the Association. No employee of such office shall have any interest in the business of any member, member firm, or other person with trading privileges. The individual who supervises such Office shall function also as a liaison officer between the Business Conduct Committee and the Financial Compliance Committee and the Commodity Futures Trading Commission. 1785 (08/01/94)

170.02 Office of Investigations and Audits - All officers, committees and departments of the Association shall be entitled to use and shall make the fullest possible use of the services provided by the Office of Investigations and Audits consistent with their respective responsibilities and special needs, and the President shall work out and establish policies and procedures governing the initiation and handling of needed investigations, audits and Exchange business. All such policies and procedures shall be consistent with and not in conflict with the following declared policies of the Board:

(a) All information obtained by the Office of Investigations and Audits regarding market positions and identity of traders shall be considered confidential, regardless of source, and shall be disclosed only to the Chairman or acting Chairman of the Business Conduct Committee and/or the Financial Compliance Committee, and authorized Exchange employees, and shall be disclosed to the Business Conduct Committee and/or the Financial Compliance Committee sitting as a committee when and after the individual in charge of the Office of Investigations and Audits or the Chairman or acting Chairman of the Business Conduct Committee and/or the Financial Compliance Committee shall have reason to believe that such Committee would or should take preventive or disciplinary action if such information were presented to it. This shall not preclude the Business Conduct Committee and/or the Financial Compliance Committee from ordering investigations or audits to be made at any time for the special purpose of obtaining information regarding the market position and identity of any trader or traders, and in such cases the Office of Investigations and Audits shall report fully and completely to the Committee any and all such information so obtained or in its possession.

(b) It shall be considered a breach of trust for any employee of the Office of Investigations and Audits or authorized Exchange employee to divulge, or allow or cause to be divulged, to any unauthorized person, any confidential, commercially sensitive, or non-public information, including any information regarding the market position, financial condition, or identity of any trader or firm or to disclose the name of any customer of one firm to any other firm, except as provided for in paragraph (a) hereof or when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by any administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors. Such information shall not be divulged by any employee of the Office of Investigations and Audits or authorized Exchange employee without the prior approval of the individual responsible for supervision of the Office of Investigations and Audits. 1786 (07/01/02)

170.03 Department of Member Services - Under the authority of Rule 170.00 there is established a Department of Member Services. The function of such Department shall be (1) to act in accordance with Regulations of the Board and policies and procedures established by the Membership Committee and (2) to develop and process information in behalf of the Board, the Membership Committee, the Business Conduct Committee and all other Committees and Departments of the Association. The services of such Department shall not, however, be used in connection with the investigation of market positions nor shall it demand information from which knowledge of market

positions could be obtained. The Department shall function under the supervision of a Vice President who shall be a full time employee of the Association. No employee of such Department shall have an interest in the business of any member or member firm. 1787 (08/01/94)

170.04 Department of Member Services - Any irregularities that may be found by the Department incidental to its routine analysis of financial statements shall be immediately reported to the Financial Compliance Committee. Except as otherwise provided, all financial information obtained by the Department shall be considered confidential and shall be disclosed only to the appropriate committee or department requesting the information or to an Officer of the Association. 1788 (08/01/94)

170.05 Department of Member Services - The Board, Committees and Departments of the Association shall make the fullest possible use of the services provided by the Department of Member Services consistent with their respective responsibilities and special needs, and in cooperation with such Department shall work out and establish policies and procedures governing the use of such services. 1789 (08/01/94)

180.00 Emergencies

(a) The Board, upon the affirmative vote of two-thirds of the members voting at a meeting where a quorum is deemed present and at least one-third of the full Board is physically present, may adopt an emergency Regulation or Resolution which shall supersede and supplant all contrary or inconsistent Rules, Regulations, Resolutions or Rulings. Notice of the adoption of an emergency Regulation or Resolution shall be posted promptly on the floor of the Exchange.

(b) An emergency Regulation or Resolution shall expire upon the happening of any of the following events:

(i) the Board shall have voted to rescind the emergency Regulation or Resolution in the same manner as for its adoption;

(ii) the Commodity Futures Trading Commission shall have failed to authorize the extension of the emergency Regulation or Resolution within thirty (30) days after its adoption for a period not to exceed sixty (60) additional days; or

(iii) the Board or the Members of the Association shall have failed to adopt the emergency Regulation or Resolution in accordance with Rules 107.00 or 132.00 during the time period when the emergency is in effect.

(c) All Exchange contracts shall be subject to the exercise of these emergency powers by the Board as well as the exercise by the Clearing Services Provider of the powers reserved to it by its policies, Rules and Regulations.

(d) The Term "emergency" shall include all emergency circumstances now or hereafter referenced in the Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission thereunder, and all other circumstances in which an emergency can lawfully be declared by the Board.

(e) Except as otherwise stated in an emergency Regulation or Resolution adopted hereunder, the powers exercised by the Board under this Rule shall be in addition to and not in derogation of the authority granted by the Rules and Regulations to a committee or officer of the Association to take action as specified therein. (01/01/04)

180.01 Physical Emergencies - In the event the physical functions of the Association are, or are threatened to be, severely and adversely affected by a physical emergency such as but not limited to fire or other casualty, bomb threats, substantial inclement weather, power failures, communications or automated system breakdowns, or transportation breakdowns, either the Chairman, the President, or in their absence a member of the Executive Committee or another officer of the Exchange, is authorized to take such action as he shall deem necessary or appropriate to deal with such emergency including but not limited to suspending trading, provided that no trading suspension shall continue for more than five days without the approval of the Board under Rule 180.00; restoring trading; temporarily extending, limiting or changing the hours of trading; and extending the last day of trading and the delivery dates for expiring contracts. In addition, an officer of the Exchange, or his designee, may take such action as he shall deem necessary or appropriate to deal with a physical emergency, even if the Chairman and the President are not absent, if such authority has been delegated by the Chairman and the President. (06/01/00)

180.02 Emergency Actions Under Rule 180.00 - Pursuant and subject to the provisions of Rule 180.00, the Board may take or direct such actions as it deems necessary or appropriate to meet an emergency, including but not limited to such actions as:

(a) limited trading to liquidation only, in whole or in part;

(b) limited trading to liquidation only, except new sales for delivery;

(c) extending or shortening the time for the expiration of trading;

(d) extending the time for delivery;

(e) ordering liquidation of contracts;

(f) ordering the fixing of settlement prices;

(g) ordering the reduction of positions;

(h) ordering the transfer of positions, and the money, securities and property securing such positions, held on behalf of customers by a member, to another member or members willing to assume such positions;

(i) extending, limiting or changing the hours of trading;

(j) suspending trading;

(k) changing or removing daily price fluctuation limits;

(l) modifying or suspending any of the Rules and Regulations. (08/01/94)

188.01 Governing Members Possessing Material, Non-Public Information - - No member of the Association who is a member of the Board of Directors or a Committee of the Association knowingly shall use or disclose, for any purpose other than the performance of such member's official duties as a member of the Board of Directors or any such Committee, material, non-public information obtained as a result of such member's participation on the Board of Directors or any such committee. (08/01/94)

188.02 Service on Board of Directors, Disciplinary Committees, Oversight Committees and Arbitration Panels--No person shall serve on any disciplinary committee (i.e., Appellate Committee, Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee, Floor Conduct Committee or Hearing Committee), oversight committee (i.e. Regulatory Compliance Committee), arbitration panel or the Board of Directors of the Association:

1) who is found by a final decision or settlement agreement (or absent a finding in the settlement agreement if any acts charged included a disciplinary offense) to have committed a disciplinary offense, as defined in Commodity Futures Trading Commission ("Commission") Regulation 1.63 (a) (6); or

2) whose Commission registration in any capacity has been revoked or suspended; or

3) who is subject to an agreement with the Commission or any self-regulatory organization not to apply for registration; or

4) who is subject to a denial, suspension or disqualification from serving on a disciplinary committee, oversight committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934; or

5) who has been convicted of any felony listed in Section 8a(2) (D) (ii) through (iv) of the Commodity Exchange Act;

for a period of three years from the date of such final decision or for such time as the person remains subject to any suspension, expulsion or has failed to pay any portion of a fine imposed for committing a disciplinary offense, whichever is longer.

All terms used herein shall be defined consistent with Commission Regulation 1.63(a). (11/01/94)

188.03 Exchange Liability -

A. Except as provided in the Commodity Exchange Act and/or the regulations of the Commodity Futures Trading Commission, and except in instances where there has been a finding of willful or wanton misconduct, gross negligence, bad faith or fraudulent or criminal acts, in which case the party found to have engaged in such misconduct cannot invoke the protection of this provision, neither the Exchange nor any of its directors, officers, employees, agents or consultants shall have or incur any liability whatsoever to its members, any persons associated therewith, their customers or any third parties related thereto or their successors, assigns, or representatives, for any loss, damage, cost, claims or expense (including but not limited to indirect, incidental or consequential damages) that arise out of the use or enjoyment of the facilities or services afforded by the Exchange, any interruption in or failure or unavailability of any a such facilities or services, any action taken or omitted to be taken with respect to the business of the Exchange or any information or data provided or withheld by the Exchange. Such limitation of liability shall apply to all claims, whether in contract, tort, negligence, strict liability or otherwise.

The Exchange makes no warranty, express or implied, as to the results to be obtained by any person or entity from the use of any data or information transmitted or disseminated by or on behalf of the Exchange. The Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose or use with respect to any data or information transmitted or disseminated by or on behalf of the Exchange.

B. Subject to the limitations set forth above, neither the Exchange nor any of its directors, officers, employees, agents or consultants shall have or incur any liability whatsoever to its members, their customers or any third parties associated therewith, or their successors, assigns, or representatives, for any loss, damage, cost or expense (including but not limited to indirect, incidental or consequential damages) incurred by members or customers as a result of any failure, malfunction, fault, delay, omission, inaccuracy, interruption or termination of service in connection with the furnishing, performance, operation, maintenance or use of or inability to use all or any part of any Exchange systems. Such limitation of liability shall apply regardless of the cause of such systems failure even if due to Exchange error, omission or negligence. Further, such limitation of liability shall apply to all claims, whether in contract, tort, negligence, strict liability or otherwise.

Additionally, the Exchange, its directors, officers, employees, agents or consultants shall have or incur absolutely no liability whatsoever for any errors or inaccuracies in information provided by any Exchange systems or for any losses resulting from unauthorized access or any other misuse of any Exchange systems by any person.

C. As used in this regulation, the term "systems" includes, but is not limited to, electronic order entry/delivery, trading through any electronic means, electronic communication of market data or information, workstations used by members and authorized employees of members, price reporting systems and any and all terminals, communications networks, central computers, software, hardware, firmware and printers relating thereto.

D. As used in this regulation, the term "Exchange" shall mean the Board of Trade of the City of Chicago, as well as any entity in which the Board of Trade is now or will become a general partner, a member, or a shareholder, including but not limited to Ceres Trading Limited Partnership, C.B.T. Corporation, and Chicago Board Brokerage, Inc. (08/01/97)

188.04 Conflicts of Interest -

(a) Relationship with a Named Party in Interest

(1) Nature of Relationship. A member of the Board of Directors, the Executive Committee, the Regulatory Compliance Committee, the Appellate Committee, the Hearing Committee, the Business Conduct Committee, the Floor Governors Committee, the Financial Compliance Committee, or the Floor Conduct Committee must recuse himself from such body's deliberations and voting on any matter involving a person or entity that is identified by name as a subject of the matter ("named party in interest"), except with regard to summary penalties for violating rules relating to decorum, attire, floor recordkeeping or submission of trade data to the Exchange or the Clearing Services Provider, where such member:

(i) is the named party in interest;

(ii) has a family relationship with the named party in interest. A family relationship includes the member's spouse, former spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, nephew, niece or in-law;

(iii) is an employer, employee, or fellow employee of the named party in interest; or

(iv) has a direct and substantial financial relationship with the named party in interest, but not including relationships limited to executing futures or options transactions opposite each other.

When a CTR violation is not treated as a summary offense, and the preliminary penalty is not more than $5,000, a member of the CTR Subcommittee or the Business Conduct Committee must only recuse himself from deliberations and voting on the recommendation, issuance or settlement of charges against a member firm if the committee member is a principal or employee of that member firm.

(2) Recusal. Prior to the consideration of any matter involving a named party in interest, each member who believes that he has a relationship of the type specified in section (a)(1) of this Regulation must voluntarily recuse himself from deliberations and voting on the matter. If the member is not sure if his relationship meets the criteria specified in section (a)(1), he must disclose the relationship to the designated Exchange staff liaison who will determine whether recusal is required based on the information provided by the member.

(b) Financial Interest in an Emergency Action

(1) Nature of Interest. A member of the Board of Directors, the Executive Committee, or the Business Conduct Committee must recuse himself from such body's deliberations and voting with regard to recommending or taking action to address an emergency, as defined in CFTC Regulation 40.1, if the member knowingly has a direct and substantial financial interest in the result of the vote based upon either Exchange or non-Exchange positions that could reasonably be expected to be affected by the action.

(2) Recusal. Prior to the consideration of an emergency action, each member who believes that he has such a financial interest must voluntarily recuse himself from deliberations and voting on the matter, except as provided in section (c). If the member is not sure if a financial interest, of which he has knowledge, is direct and substantial, he must disclose the interest to the designated Exchange staff liaison who will determine whether recusal is required based on the information provided by the member.

In determining whether a financial interest is direct and substantial, a member should consider the following positions: (a) those held in accounts in which he has an ownership interest; (b) those held in accounts for which he directs trading; (c) those which he knows are held in proprietary accounts of any firm of which he is an employee or principal, as defined in CFTC Regulation 3.1(a); and (d) those which he knows are held in customer accounts of any firm of which he is an employee or principal.

(c) Participation in Deliberations

A member of the Board of Directors, the Executive Committee, or the Business Conduct Committee may participate in deliberations prior to a vote to recommend or take emergency action, from which he otherwise would be required by section (b)(2) to recuse himself, if the deliberating body determines that such participation is necessary for such body to achieve a quorum in the matter, or if the member has unique or special expertise, knowledge or experience in the matter. If such a member participates in deliberations, he must recuse himself from voting on the matter.

(d) Business Conduct Committee Surveillance of Expiring Contracts

A member of the Business Conduct Committee must recuse himself from the Committee's deliberations and voting with regard to all matters relating to its surveillance of expiring futures contracts, except with regard to recommending or taking action to address an emergency, which is governed by paragraph (b) above,

if the member personally owns or controls positions in the expiring futures contract or in its corresponding options contract.

(e) Documentation

The Board of Directors or the relevant committee must reflect in its minutes: (a) the names of all members who attended the meeting in person or who otherwise were present by electronic means, and (b) the names of any members who recused themselves from deliberating or voting on any matter.

* Note: Members of the Board of Directors may be required to recuse themselves from deliberations and voting for other reasons or in other circumstances than those discussed above, as required by Delaware corporate law. (01/01/04)

189.01 Limitation of Liability of Index Licensors or Administrators -

A. No Index Licensor or Administrator shall have any liability for any loss, damages, claim or expense arising from or occasioned by any inaccuracy, error or delay in, or omission of or from, (i) any index or index information or (ii) the collection, calculation, compilation, maintenance, reporting or dissemination of any index or index information, resulting either from any negligent act or omission by the Exchange, any Related Entity or any Index Licensor or Administrator or from any act, condition or cause beyond the reasonable control of the Exchange, any Related Entity or any Index Licensor or Administrator, including, but not limited to, flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment of software malfunction.

B. No Index Licensor or Administrator makes any express or implied warranty as to results that any person or party may obtain from using any index or index information, for trading or any other purpose. Each Index Licensor and Administrator makes no express or implied warranties, and disclaims all warranties of merchantability or fitness for a particular purpose or use, with respect to any such index or index information.

C. For purposes of this regulation, "Related Entity" includes, but is not limited to, any subsidiary, affiliate or related partnership or entity of the Chicago Board of Trade, including without limitation, Ceres Trading Limited Partnership, the Exchange's Clearing Services Provider, and C-B-T Corporation.

D. For the purpose of this regulation, "Index Licensor or (and) Administrator" includes, but is not limited to, any person who:

1. licenses to the Exchange the right to use (i) an index that is the basis for a futures or futures option contract made available for trading on or through the facilities of the Exchange or a Related Entity or (ii) any trademark or service mark associated with such an index;

2. collects, calculates, compiles, reports and/or maintains such an index or index information relating to such an index;

3. provides price data or evaluations used in the calculation of such an index including, but not limited to, the entities identified in Appendix 19 of these Rules and Regulations

4. provides facilities for the dissemination of an index or index information; and/or

5. is responsible for or participates in any of the activities described above. (01/01/04)

189.02 Limitation of Liability -

A. Neither the Exchange nor any Related Entity shall have any liability for any loss, damages, claim or expense arising from or occasioned by any inaccuracy, error or delay in, or omission of or from: (i) any index or index information or (ii) the collection, calculation, compilation, maintenance, reporting or dissemination of any index or index information, resulting either from any negligent act or omission by the Exchange, any Related Entity or any Index Licensor or Administrator or from any act, condition or cause beyond the reasonable control of the Exchange, any Related Entity or any

Index Licensor or Administrator, including, but not limited to, flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction.

B. Neither the Exchange nor any Related Entity makes any express or implied warranty as to results that any person or party may obtain from using any index or index information for trading or any other purpose. The Exchange and its Related Entities make no express or implied warranties, and disclaim all warranties of merchantability or fitness for a particular purpose or use, with respect to any such index or index information.

C. Nothing in this regulation shall limit the applicability of the Commodity Exchange Act or the regulations of the Commodity Futures Trading Commission.

D. For purposes of this regulation, "Related Entity" includes, but is not limited to, any subsidiary, affiliate or related partnership or entity of the Chicago Board of Trade, including without limitation, Ceres Trading Limited Partnership, the Exchange Clearing Services Provider, and C-B-T Corporation.

E. For the purpose of this regulation, "Index Licensor or (and) Administrator" includes any person who:

1. licenses to the Exchange the right to use (i) an index that is the basis for a futures or futures option contract made available for trading on or through the facilities of the Exchange or a Related Entity or (ii) any trademark or service mark associated with such an index;

2. collects, calculates, compiles, reports and/or maintains such an index or index information relating to such an index;

3. provides price data or evaluations used in the calculation of such an index including, but not limited to, the entities identified in Appendix 19 of these Rules and Regulations;

4. provides facilities for the dissemination of an index or index information; and/or

5. is responsible for or participates in any of the activities described above. (01/01/04)

Resolution - The following Resolution was adopted by the Board of Directors on June 24,1987:

WHEREAS, the Board of Trade of the City of Chicago ("Board of Trade") has consistently followed a policy of trading options contracts on all liquid futures contracts to the maximum extent permitted by federal law and regulation; and

WHEREAS, it is the unanimous consensus of this Board of Directors that options on futures contracts have proven to be a successful product of great benefit to both the membership and public market participants; and

WHEREAS, the Board of Directors this day approved and recommended for membership approval an agreement to establish a joint venture with the Chicago Board Options Exchange which includes commitments regarding future trading on options on futures contracts;

THEREFORE, BE IT HEREBY RESOLVED: That it is the unanimous consensus of this Board of Directors and the recommendation of this Board to future Boards of Directors that the policy of establishing options on liquid futures contracts to the maximum extent permissible by law be continued when in the best interest of the membership and the public.

Chapter 2
Membership

Chapter 2
Membership

Ch2 Applicants

200.00 Applicants for Membership - Any individual, other than an employee of the Association, at least twenty-one years of age, of good character, reputation, financial responsibility and credit who satisfies the Membership Committee that such individual is suitable to assume the responsibility and privileges of membership shall be eligible. 100 (08/01/94)

201.00 Application for Membership - Each application for membership shall be in writing and filed with the Exchange. All applicants for membership shall be investigated as to the representations contained in the application. Upon receipt of the application for membership, the Secretary shall, within fifteen days thereafter, make available to members of the Association the name of the applicant, and shall post the same information on the bulletin board for a period of at least ten days after such notification to the membership.

101 (12/01/03)

201.00A Examination Requirement - Individuals applying for membership, who have not evidenced a broad experience in the commodity industry, will be required to pass a general futures examination covering the basics of the commodity industry before their membership application can be approved. 47R (12/01/02)

201.01 Responsibilities of Applicant for Membership and His Sponsors - Any undue delay by an applicant or his sponsors in the submission of documents required for processing of the membership application or any undue delay by the applicant or his sponsors in appearing may be deemed as a withdrawal of the membership application. 1807A (08/01/94)

201.02 Maintenance of Membership Qualifications

1. Each applicant for membership, in accordance with the provisions of Regulation 203.01, member and member firm immediately shall notify the Association, in writing, upon the occurrence of any of the following events:

   - Such member's suspension or expulsion from any other contract market or self-regulatory organization;

   - Such member's plea of guilty to or conviction of any felony.

   Failure to so notify the Association within ten days shall be an act detrimental to the Association. For the purpose of this regulation, "felony" shall mean any criminal sanction that is punishable by imprisonment of more than a year or a fine in excess of $10,000.

   Upon the Association's receipt of notification, by whatever means, of the occurrence of any of the above-referenced events, the matter shall be referred to the Membership Committee, which immediately shall review the matter to determine if there is sufficient basis to recommend that membership status be reconsidered. The Membership Committee shall advise the Chairman of the Association of its determinations in this regard.

2. The Chairman of the Association, upon the advice of the Membership Committee, is authorized to take summary action pursuant to this regulation, when immediate action is necessary to protect the best interests of the marketplace, without affording prior opportunity for hearing. The following procedures shall apply to such actions:

   (a) The respondent shall, whenever practicable, be served with a notice before the action is taken. If prior notice is not practicable, the respondent shall be served with a notice at the earliest possible opportunity. The notice shall:

      (1) State the action,

      (2) Briefly state the reasons for the action, and

      (3) State the effective time and date and the duration of the action;

   (b) The respondent shall have the right to be represented by legal counsel or any other representative of his choosing in all proceedings subsequent to any summary action taken;

   (c) The respondent shall be given an opportunity for a subsequent hearing, within five business days, before the Membership Committee. The hearing shall be conducted in accordance with the following requirements:

      (1) The hearing shall be promptly held before disinterested members of the hearing body after reasonable notice to the respondent. No member of the hearing body may serve on that body in a particular matter if he or any person or firm with which he is affiliated has a financial, personal or other direct interest in the matter under consideration.

      (2) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

      (3) The respondent shall have the right to invoke Rule 548.00, if applicable;

      (4) The Member Services Department shall be a party to the hearing and shall present its case on those matters which are the subject of the hearing;

      (5) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(6) The respondent shall be entitled to cross-examine any person(s) appearing as witness(es);

(d) Within five business days following the conclusion of the hearing, the Membership Committee shall render a written decision based upon the weight of the evidence contained in the record of the proceeding and shall provide a copy to the respondent. The decision shall include:

(1) A description of the summary action taken;

(2) The reasons for the summary action;

(3) A brief summary of the evidence produced at the hearing;

(4) Findings and conclusions;

(5) A determination that the summary action should be affirmed, modified, or reversed; and

(6) A declaration of any action to be taken pursuant to the determination specified in (5) above and the effective date and duration of such action.

3. After the hearing conducted pursuant to Section 2(c) above is held before the Membership Committee, the following additional provisions shall apply.

The Regulatory Compliance Committee, pursuant to the provisions of Rule 540.00 and Regulation 540.05, shall consider the Membership Committee's findings and recommendations, as well as the record developed before the Membership Committee, at the next regularly scheduled meeting of the Regulatory Compliance Committee or at a meeting specially called by the Chairman as the Chairman may direct. The member under review shall have the opportunity to appear before and address the Reguatory Compliance Committee solely with regard to the record made before the Membership Committee; the Regulatory Compliance Committee shall not be required to entertain any new evidence absent a showing that such evidence could not reasonably have been presented previously to the Membership Committee. Upon full consideration of all the evidence before it, the Regulatory Compliance Committee may confirm the member's good standing status, restrict the member's membership status, deny the member's floor access, issue fines, or recommend to the Board of Directors that the member should be expelled or prohibited from association with any member or member firm.

4. The Regulatory Compliance Committee shall vote by secret ballot to take any action pursuant to this regulation. If two-thirds of the members present and voting cast votes in favor of such action, the action shall be adopted. (03/01/01)

202.00 Approval for Membership - If a majority of the Membership Committee present and voting cast affirmative votes, the applicant shall be approved. The power to deny such applications is expressly reserved to the Regulatory Compliance Committee. 103 (07/01/03)

202.01 Delegation of Authority to Approve Change in Status Request - The Chairman of the Membership Committee or a member of the Membership Committee who has been designated by the Membership Committee Chairman, or upon delegation by the Chairman, the Member Services and Member Firm Staff Service Department, will have the power to approve the request of a Full or Associate Member, a Membership Interest Holder or a Full Member of the MidAmerica Commodity Exchange to obtain additional Full or Associate Memberships, Membership Interests, or to change his or her delegate status. The power to deny such a request is expressly reserved to the Regulatory Compliance Committee.

For the purpose of this regulation, the Chairman may not delegate approval authority to the Member Services and Member Firm Staff Services Department when the following factors are present:

1. The applicant has answered affirmatively to any question in the "Disciplinary Action" section of the application;

2. The applicant has indicated on the application that he or she is indebted to any member or

member firm;

3. The applicant has indicated that he or she has a negative net worth; or

4. The applicant has trading privileges on the MidAmerica Commodity Exchange only.

The foregoing provisions shall not apply to a Full Member or Full Member Delegate of the Exchange who was initially approved for membership pursuant to Regulation 202.01A, unless such applicant intends to become a Full Member or Full Delegate solely for the purpose of becoming a regular member of the Chicago Board Options Exchange ("CBOE") pursuant to Rule 210.00 and Article FIFTH(b) of the CBOE's Certificate of Incorporation. (11/01/99)

202.01A Investor Application - Any individual who wishes to acquire a membership or membership interest for investment purposes only shall file an investor application as prescribed by the Exchange. The name of the individual investor applicant will be posted and made available to the membership in accordance with the provisions of Rule 201.00. The application will be subject to approval by the Chairman of the Membership Committee or, upon delegation by the Chairman, the Member Services and Member Firm Staff Services Department. The power to deny such an application is expressly reserved to the Regulatory Compliance Committee. An individual who is approved as an investor and who subsequently wishes to engage in trading activities on the Exchange will be subject to filing and approval of a long form membership application as prescribed by the Exchange. (06/01/04)

202.02 Procedures for Hearings on Preliminary Denials by the Membership Committee - In connection with all hearings conducted with respect to preliminary denials of applications for membership or any other denial by the Membership Committee, the following procedures shall be followed:

(a) The respondent shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the Association upon which the Member Services and Member Firm Staff Services Department will rely in presenting the issue(s) contained in the Preliminary Denial Letter or which are relevant to that (those) issue(s). Respondent shall make its request to examine any materials by submitting it in writing to the Member Services and Member Firm Staff Services Department as soon as practicable. At least ten (10) business days in advance of the hearing, the respondent shall submit to the hearing officer, with a copy to the Member Services and Member Firm Staff Services Department, copies of all documents which the respondent intends to rely upon in presenting his or her case, as well as the names of any witnesses the respondent intends to call.

(b) The Member Services and Member Firm Staff Services Department shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the respondent which will be relied upon by the respondent in presenting the issue(s) contained in the Preliminary Denial Letter or which are relevant to those issues. The Member Services and Member Firm Staff Services Department shall make its request to examine any materials by submitting it in writing to the respondent as soon as practicable. At least ten (10) business days in advance of the hearing, the Member Services and Member Firm Staff Services Department shall submit to the hearing officer, with a copy to respondent, copies of all documents which the Member Services and Member Firm Staff Services Department intends to rely upon in presenting its case, as well as the names of any witnesses the Department intends to call;

(c) Any dispute over a request to examine any book, document. or other tangible evidence in the possession or under the control of either party shall be submitted to the Chairman of the Committee for resolution only after the parties have made all reasonable attempts to resolve the dispute among themselves;

(d) If objected to or upon its own motion, the hearing panel may refuse to consider any book, record, document or other tangible evidence which was not made available to the opponent of the evidence or was not disclosed in accordance with this paragraph. The panel may also exclude the testimony of any witness whose name was not submitted to the opponent of the witness as provided above. The hearing panel may consider such evidence or testimony upon a clear showing that such evidence was not ascertainable by due diligence at least ten (10) business days in advance of the hearing and that there was insufficient time prior to the hearing to bring such evidence to the attention of the opposing party;

(e) The hearing shall be promptly held before disinterested member of the Membership Committee or any duly appointed Subcommittee thereof after reasonable notice to the parties. No member of the Membership Committee may serve on a hearing panel in a particular matter if he or she or any person or firm with which he or she is affiliated has financial, personal or other direct interest in the matter under consideration. After service of the preliminary denial letter, both parties to the hearing are prohibited from making any ex parte contacts with any member of the Membership Committee. For the purpose of this paragraph, an "ex parte contact" shall mean any communication, either written or oral, which relates directly or indirectly to the issue to be heard and which is made to a member of the Membership Committee who will be a member of the panel which shall decide the issue.

(f) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

(g) The respondent shall have the right to invoke Rule 548.00, if applicable;

(h) The Member Services and Member Firm Staff Services Department shall be a party to the hearing and shall present its case on those issues which are the subject of the hearing;

(i) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(j) The parties shall be entitled to cross-examine any person(s) appearing as witness(es);

(k) The parties shall be entitled to call witnesses and to present such evidence as may be relevant to he issue(s) presented;

(l) Pursuant to Rule 545.00, all persons within the jurisdiction of the Association who are called as witnesses shall be obliged to appear at the hearing and/or to produce evidence;

(m) Substantially verbatim record of the hearing, capable of being accurately transcribed, shall be made and shall become part of the record of the proceeding. (07/01/97)

202.03 Membership Committee's Preliminary Decisions - All preliminary decisions rendered by the Membership Committee shall be in writing and be based upon the weight of the evidence contained in the record of the proceeding. A copy of the decision shall be provided to the respondent and shall include:

(a) The issue(s) presented to the Committee;

(b) The response submitted by the applicant or member, if any, or a summary of the answer;

(c) A brief summary of the evidence produced at the hearing;

(d) A statement of findings and conclusions with respect to the issue(s) presented;

(e) A declaration containing the Committee's preliminary decision;

(f) All such decisions shall be rendered within thirty business days after the conclusion of the hearing, unless, by virtue of the complexity of the issue or other special circumstances, additional time is required;

(g) The Committee shall give respondent reasonable notice of the date on which its recommendation, based on its preliminary decision, will be forwarded to the Regulatory Compliance Committee for its consideration. (07/01/97)

203.01 Procuring a Membership or Membership Interest - An individual who wishes to procure a membership privilege may do so either prior or subsequent to being approved for a particular membership status. A person who has acquired a membership privilege prior to being approved for a particular membership status as provided in Regulation 249.01 shall become a member or membership interest holder following such approval upon signing the appropriate register of the Association. A person approved for a particular membership status prior to acquiring a membership or membership interest shall become a member or membership interest holder if within six (6) months after he/she has been notified of such approval, or within such extension of said period as may be granted by the Exchange, he/she shall procure a membership or membership interest and sign the appropriate register of the Association; otherwise his/her approval for a particular membership status

shall be deemed vacated. (03/01/01)

204.00 Membership Obtained by Fraud - A membership obtained by fraudulent representations or concealment shall be disposed of by the Board in accordance with Rule 257.00. 106 (08/01/94)

205.00 Agreement to Observe Rules and Regulations - Applicants for membership shall be required to sign a written agreement to observe and be bound by the Charter, Rules, and Regulations of the Association, and all amendments subsequently made thereto. 107 (08/01/94)

205.01 Acquisition of Class A Units of Ceres Trading Limited Partnership - Any person or entity who acquires ownership of a membership or a membership interest after July 17, 1992 shall, simultaneously with the acquisition of ownership of such membership or membership interest, purchase a Class A unit of limited partnership interest of Ceres Trading Limited Partnership, a Delaware limited partnership, of the appropriate sub-class (as set forth in Section 3.8 of the Agreement of Limited Partnership governing Ceres Trading Limited Partnership) from the person or entity from which he, she or it is acquiring ownership of the membership or membership interest (the "Transferor"), or if such Transferor does not own a unit of limited partnership interest of Ceres Trading Limited Partnership, from the General Partner of Ceres Trading Limited Partnership. The proceeds payable to a Transferor who does not own a unit of limited partnership interest of Ceres Trading Limited Partnership shall be equal to (a) the aggregate proceeds paid by the Purchaser for the membership or membership interest plus a unit of limited partnership interest reduced by (b) the amount paid to the General Partner for such unit of limited partnership interest under Section 10.3(b) of the Agreement of Limited Partnership. The acquisition of ownership of a membership or membership interest shall constitute a request of the acquirer that the books and records of Ceres Trading Limited Partnership reflect the acquirer's admission as a substituted limited partner thereof, and shall constitute the acquirer's agreement to be bound by the Agreement of Limited Partnership. (08/01/94)

206.02 Gratuities - No member of the Association shall employ any employee of the Association or of the Clearing Services Provider, for any service outside the hours of regular employment by the Association or such Clearing Sevices Provider, without having first obtained the approval therefor of the President of the Exchange, or of the Clearing Services Provider, as the case may be, and registering therewith the name of said employee, the nature of the services rendered, and the amount of said compensation.

No member shall give any compensation or gratuity to an employee of the Clearing Services Provider unless the giving of such compensation or gratuity be first submitted in writing to the Clearing Services Provider and approved.

No member, member firm or employee thereof shall directly or indirectly give or offer to give any compensation or gratuity in excess of $250 (or having a reasonable aggregate value in excess of $250) per person per year to any employee of the Association. Employees of the Association are forbidden to accept any compensation or gratuity in excess of $250 from any member, member firm or employee thereof for any service rendered or to be rendered unless the giving of such compensation or gratuity be first submitted in writing to the President and approved. A gift of any kind is considered a gratuity.

No member, member firm or employee thereof, shall give or offer to give gratuities to any other member, member firm or employee thereof in an amount exceeding that which may be considered reasonable and proper under normal business practices as determined by the Business Conduct Committee. The giving or offering to give gratuities to a member, member firm or employee thereof is not to become a vehicle to obtain Exchange related business in a non-competitive fashion. Failure to comply with this Regulation may be deemed an act detrimental to the interest or welfare of the Association. (01/01/04)

207.00 Office Address - Every member shall register with the Secretary an address and subsequent changes thereof where notices may be served. 128 (08/01/94)

207.01 Primary Clearing Member - Every member shall register the name and clearing house number of his or her Primary and Secondary Clearing Member with the Member Services and Member Firm Staff Services Department. If applicable, the registration shall include the name and clearing house number of any division of the clearing member firm. In addition, every member shall notify the

Member Services and Member Firm Staff Services Department of any changes in his or her Primary and/or Secondary Clearing Member, including the name and clearing house number of the division thereof if applicable. (07/01/97)

208.00 Conducting Business Under a Firm Name - An individual may conduct his business under a firm name provided it is clearly stated on all letterheads, statements, and other business forms that the individual is the sole owner of the firm. 132 (08/01/94)

208.01 Conducting Business Under a Firm Name - An individual conducting business under a firm name as a sole proprietor pursuant to Rule 208.00 shall submit a statement to the Department of Member Services of this Association giving the name, address, and nature of the business conducted. The member shall report immediately any change in the required information. 1803 (08/01/94)

209.00 Indemnification of Association - In any legal proceeding brought against the Association and alleging its failure to prevent, detect or require certain conduct of a member or registered eligible business organization, which conduct or inaction is alleged to be in violation of any law or of the Rules and Regulations of the Association, such member or registered eligible business organization shall indemnify and hold the Association harmless for the full amount of any expense (including attorney's fees), judgment or settlement paid by it in respect to such proceeding. 134 (04/01/98)

209.01 Floor Trading Permits - The Board of Directors may at any time in its discretion establish a limited number of floor trading permits as needed to promote orderly and liquid markets in new and existing contracts. Such permits shall convey to qualified individuals a temporary right to trade as principal and/or broker for others in designated contracts on the floor of the Exchange. Such permits shall not be convertible into memberships or membership interests or carry any other rights or incidents not expressly specified in creating such permits. (08/01/94)

209.02 MidAmerica Floor Access Members' Trading Privileges - Floor Access Members of the MidAmerica Commodity Exchange shall be eligible to trade as principal and as broker for others in Institutional Index futures contracts on the Exchange Floor. Such persons may communicate from the Exchange Floor with non-member customers in the same manner as members may do so, but only with respect to Institutional Index futures contracts.

In the exercise of these privileges, such persons shall be subject to the jurisdiction of the Association and to all duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, that the Board may exempt such persons from any such duty or obligation which, in its sole judgement, is incompatible or in conflict with, or is unrelated to, the activities performed by them. (08/01/94)

209.03 Product Sponsor Programs - The Board of Directors may at any time in its discretion establish product sponsor programs as needed to promote orderly and liquid markets in new contracts. A product sponsor program shall convey to qualified members and member firms such inducements as the Board may grant in return for a product sponsor's participation in a particular contract market. A product sponsor program shall not create any interests or carry any other rights or incidents thereto which are not expressly specified in creating the program. (08/01/94)

209.04 CBOT mini-sized Contract Permit Holders' Trading Privileges - Floor Access Members of the MidAmerica Commodity Exchange ("Mid Am") who are on record as of September 1, 2001 and who remain Floor Access Members thereafter, at least for as long as Mid Am continues to have contracts listed for trading, thereby shall be classified as CBOT mini-sized Contract Permit Holders. These Permit holders will be eligible to trade as principal and as broker for others in CBOT mini-sized Corn, Soybean, and Wheat futures and in Rough Rice futures and futures options contracts on the Exchange Floor. Such persons may communicate from the Exchange Floor with non-member customers in the same manner as members may do so, but only with respect to CBOT mini-sized Corn, Soybean and Wheat contracts and Rough Rice contracts.

In the exercise of these privileges, such persons shall be subject to the jurisdiction of the Association and to all duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, that the Association may exempt such persons from any such duty or obligation which, in its sole judgement, is incompatible or in conflict with, or is unrelated to, the activities performed by them.

The Board or a Committee designated by the Board may, in its discretion, impose fees, charges and assessments upon Permit Holders pursuant to this regulation. (04/01/03)

209.05 Membership In OneChicago, LLC - Each holder of Full, Associate, COM, GIM or IDEM member trading privileges is a member of OneChicago, LLC, and to the extent provided in OneChicago rules, becomes bound by OneChicago rules and subject to the jurisdiction of OneChicago by accessing or entering any order into the OneChicago System. (11/01/02)

210.00 Full Member CBOE "Exercise" Privilege - In accordance with the Agreement entered into on September 1, 1992 (the "1992 Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), Eligible CBOT Full Members who maintain all appurtenant trading rights and privileges of a Full Membership, including any new trading rights or privileges granted, assigned or issued to a CBOT Full Membership to the extent such right or privilege is deemed under the provisions of such Agreement to be appurtenant to the CBOT Full Membership, are eligible to become regular members of the CBOE pursuant to Article Fifth(b) of CBOE's Certificate of Incorporation. - ("Article Fifth(b)"),

as follows:

(a) A CBOT Full Member may delegate all of his trading rights and privileges of Full Membership to an individual who will then be eligible to become a regular CBOE member pursuant to Article Fifth(b); provided, however, if a CBOT Full Member delegates some, but not all, of the appurtenant trading rights and privileges of Full Membership, then neither the member nor the delegate will be eligible to be a CBOE regular member pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate (See Rule 221.00(g)) shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b).

For purposes of the 1992 Agreement, an "Eligible CBOT Full Member" means an individual who at the time is the holder of one of the One Thousand Four Hundred and Two (1,402) CBOT Full Memberships existing on the date of the 1992 Agreement and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. In the event a CBOT Full Membership is registered for a partnership, corporation or other entity, only the individual who is the holder of such CBOT Full Membership and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership shall be deemed to be an "Eligible CBOT Full Member." "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of the 1992 Agreement to holders of CBOT Full Membership, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member.

(b) In accordance with the Agreement entered into on December 17, 2003, between the Exchange and the CBOE (the "2003 Agreement"), and consistent with, and in furtherance of, the 1992 Agreement, the CBOT will issue upon written request to any individual, partnership, corporation or other entity that owns one of the One Thousand Four Hundred and Two (1,402) CBOT Full Memberships an "Exercise Right Privilege," which is the Exercise Right that, to the extent provided in the Rules and Regulations of the Exchange and the 2003 Agreement, has been unbundled from the other rights and privileges appurtenant to a CBOT Full Membership in order to enable the unbundled Exercise Right Privilege to be bought, sold or leased separate and apart from such CBOT Full Membership.

In accordance with the Agreement entered into on August 7, 2001 between the Exchange and the CBOE (the "2001 Agreement") and the related Agreement entered into on October 7, 2004 among the Exchange, CBOT Holdings and the CBOE (the "2004 Agreement"), and consistent with, and in furtherance of, the 1992 Agreement and the 2003 Agreement, upon completion of the proposed strategic restructuring of CBOT an individual shall be deemed to be an Eligible CBOT Full Member within the meaning of Paragraph (a) above only if the individual: (i) is the owner of 27,338 shares of Class A common stock of CBOT Holdings (whether restricted or unrestricted and without regard to any series thereof, such number being subject to anti-dilution adjustment in the event the Class A common stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shares); (ii) is the owner of one Series B-1 membership in the CBOT Subsidiary; (iii) is in possession of all of the other rights and privileges appurtenant to a CBOT Full Membership, (iv) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member" under the Rules and Regulations then in effect and (v) if a CBOT Full Membership is one in respect of which the CBOT has issued the Exercise Right Privilege, the individual must also be in possession of one Exercise Right Privilege. The holder of a CBOT Full Membership in respect of which an Exercise Right Privilege has not been issued shall qualify as an Eligible CBOT Full Member if the requirements of the 1992 Agreement are satisfied, without having to possess an Exercise Right Privilege.

Exercise Right Privileges may be separately bought, sold, leased, or otherwise transferred and may be unbundled and rebundled with CBOT Full Memberships in respect of which an Exercise Right Privilege been issued, for purposes of qualifying the holder thereof as an Eligible CBOT Full Member. The unbundling and issuance, and the sale, lease or transfer of an Exercise Right Privilege by a CBOT Full Member shall not effect the status of such CBOT Full Member as a CBOT Full Member under these Rules, except to the extent otherwise provided in this Rule 210.00 and Rule 221.00. For purpose hereof, the words "possess" and "in possession of" shall be deemed to include possession by ownership or lease, or as a nominee.

(c) In connection with the sale or transfer of a CBOT Full Membership, or upon completion of the proposed restructuring of the CBOT the Series B-1 membership in the CBOT subsidiary, in which the associated Exercise Right Privilege has been previously issued by the Exchange and sold or transferred to a third party, the seller or transferor and the purchaser or transferee shall acknowledge in writing in a manner acceptable to the Exchange that the CBOT Full Membership or the Series B-1 membership in the CBOT subsidiary, as applicable, being transferred or acquired does not have associated with it an Exercise Right Privilege and therefore such purchaser or transferee, or such purchaser's or transferee's subsequent transferees, may not become a regular member of CBOE pursuant to Article Fifth(b) without otherwise possessing the Exercise Right Privilege and upon completion of the

proposed restructuring of the CBOT, 27,338 shares of Class A common stock of CBOT Holdings (subject to anti-dilution adjustment, as applicable). A copy of such written acknowledgement shall be maintained by the CBOT in accordance with applicable document retention policies and procedures. The ownership of every Exercise Right Privilege shall be recorded in the books and records of the Exchange. No claim of ownership of an Exercise Right Privilege shall be recognized, and no sale, lease or other transfer of an Exercise Right Privilege or of any interest therein shall be valid or effective for any purpose whatsoever, unless and until it is duly reflected in the books and records of the CBOT. Subject to the foregoing, persons and entities who are not Members of the Exchange or any subsidiary or parent thereof or otherwise the holders of Membership Interests of the Exchange or any subsidiary or parent thereof, including, without limitation, the CBOE, shall be free to purchase and to hold, lease or sell Exercise Right Privileges, and notwithstanding anything else to the contrary in Regulation 249.01 or any other Rule or Regulation of the Exchange, shall not be obligated to apply or qualify for membership at the Exchange solely for the purposes of purchasing, holding, leasing or selling Exercise Right Privileges.

(d) Without limiting the application of other Rules and Regulations of the Exchange to Exercise Right Privileges, for purposes of clarity, Rules 252.00 and 276.00 and Regulation 249.01 shall be deemed to apply to Exercise Right Privileges, and the holders, transferors and transferees thereof, in the same manner as Memberships and Membership Interests, and, in each case, the holders, transferors and transferees thereof, unless the context requires otherwise, and except that the CBOE shall be permitted to make one or more offers to purchase a substantial number of Exercise Right Privileges from the holders thereof and to acquire and own Exercise Right Privileges purchased in such offers without regard to the requirements of Regulation 249.01 other than the requirements of Regulation 249.01 reasonably related to the filing and settlement of claims against the proceeds of any such purchase by the CBOE pursuant to Rule 252.00, which shall in all circumstances apply to purchases of Exercise Right Privileges by the CBOE. In addition, the CBOE shall not be obligated to pay to the CBOT a transfer fee pursuant to Rule 243.00 upon consummation of one or more transactions in connection with any offer by it to purchase a substantial number of Exercise Right Privileges. For purposes of this Paragraph (d), a "substantial number of Exercise Right Privileges" shall mean an amount equal to the greater of (1) 20% of the Exercise Right Privileges then in existence, whether bundled or unbundled from CBOT Full Membership, and not held by the CBOE and (2) 50 Exercise Right Privileges.

211.00 Associate Memberships - Associate Members shall be allowed to trade, as hereinafter provided, all existing and prospective future contracts and options contracts which shall be listed from time to time in the Government Instruments Market; Index, Debt and Energy Market; and Commodity Options Market categories pursuant to Rule 290.00. An Associate Member shall have the right, subject to the Rules and Regulations of the Association, to trade as principal and as broker for others and to solicit orders from others on the Floor of the Exchange, in all eligible contracts and options as designated above. Associate Memberships shall not carry with them the attributes of full memberships of the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange. (08/01/94)

212.00 Reciprocal Trading Privileges with LIFFE -

(a) (1) Subject to the provisions of the Link Agreement with LIFFE and the LIFFE rules, one who owns or is registered for an undelegated Full or Associate Membership and is authorized by the Association for these purposes may (A) enter the trading floor of the LIFFE market, (B) trade contracts in the terms of Designated CBOT Contracts on the trading floor of the LIFFE market and (C) communicate from the trading floor of the LIFFE market to persons not on that floor, with respect to Designated CBOT Contracts.

(2) A member who trades contracts in the terms of Designated CBOT Contracts on the trading floor of the LIFFE market shall be eligible for member transaction fees assessed by the Exchange on positions transferred to the Clearing House.

(3) During any period when the rights granted by this Rule are being exercised at LIFFE, the membership may not be used by anyone to trade on the floor of the Exchange.

(b) (1) Subject to the provisions of the Link Agreement with LIFFE and the rules and regulations of the Association, a member of LIFFE or a trader registered with a member of LIFFE (but not a leaseholder) who is authorized by LIFFE for these purposes, may (A) enter the floor of the Exchange, (B) trade contracts in the terms of Designated LIFFE Contracts on the floor of the Exchange and (C) communicate from the Floor of the Exchange with persons not on the Floor of the Exchange, with respect to Designated LIFFE Contracts.

(2) The primary clearing member of such a person, referred to in (b)(1) above, shall guarantee his obligations under Rules 252.00 and 253.00.

(3) Upon revocation of such a person's primary clearing authorization, the Secretary shall give written notice thereof to all members and delegates. Thereafter, all members and delegates who may have claims against him may file claims in the same manner as provided in Rules 252.00 and 253.00 of the Association. The primary clearing member shall be responsible for the payment of those claims allowed by the Board and not satisfied promptly by such a person whose primary clearing authorization has been revoked. (06/01/97)

213.00 Assessments and Fees - Associate Members shall be responsible for all operating assessments and exchange service fees as if a full member of the Association. 863 (08/01/94)

214.00 Obligations and Duties - Associate Members shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on them by the Rules and Regulations, as well as those duties and obligations imposed upon members, registered firms or other approved persons under the Rules and Regulations; provided, however, the Board may exempt Associate Members from any such duty or obligation which is incompatible with or in conflict with or unrelated to, the activities performed by them. 864 (08/01/94)

215.00 Associate Members Committee - There will be an elected Committee of Associate Members whose purpose will be to represent the rights and privileges of the Associate Membership and to promote those rights and privileges to the mutual benefit of the general membership.

The Committee shall consist of fifteen (15) Associate Members elected on the Annual Election date by the Associate Membership. At the first election following the adoption of this Rule, eight members will be elected for a two-year term and seven members will be elected for a one-year term. Thereafter, seven members will begin a new two-year term each even-numbered year and eight members will begin a new two-year term each odd-numbered year. The Committee will select its Chairman and Vice Chairman. The Chairman of this Committee will be the liaison to the Chairman of the Board of Directors. 865 (08/01/94)

217.00 Applicants - Applicants for Associate Memberships shall be approved in the same manner and under the same conditions and procedures as are applicants for full membership. 867 (08/01/94)

219.00 Communications From Floor - Associate Members may communicate from the Floor of the Exchange during business hours with non-member customers in the same manner as members, but only with respect to eligible futures contracts or options as defined in Rule 211.00. 869 (08/01/94)

220.00 Violations - In addition to being bound to comply with the Rules and Regulations of the Association to which all members are bound, unless exempted by the Board under Rule 214.00, it shall be an offense against the Association for an Associate Member to:

(1) Execute a trade in any futures contracts or options that are not eligible as defined in Rule 211.00;

(2) Place an order on the Floor of the Exchange for the execution of any futures contracts or options that are not eligible as defined in Rule 211.00; or

(3) Engage in words or deeds which represent, or are reasonably calculated to represent, that he is a holder of a full membership. 870 (08/01/94)

221.00 Delegation - An individual member may delegate the rights and privileges of Full and/or Associate Memberships to an individual (a "delegate") upon the following terms and conditions:

(a) The delegate shall first be approved by the Exchange under the standards of Rule 200.00 and shall sign a written agreement to observe and be bound by the Charter, Rules, and Regulations of the

Association, and all amendments subsequently made thereto: Provided, however, an approved delegate having no outstanding disciplinary penalties and no restrictions pursuant to Rule 511.00 or 512.00 shall remain approved to enter a new delegation agreement within six (6) months following the termination of the previous delegation agreement. The Exchange may, in its discretion, grant extensions of this six (6) month approval period.

(b) The delegation agreement, any amendment thereto, and any termination, revocation, or renewal thereof, shall be in writing in such form as the Exchange may prescribe, and a copy thereof shall be filed by the member with the Exchange as a precondition to its effectiveness: Provided, however, the delegation agreement shall be null and void automatically upon the happening of any of the following events:

(1) Loss of any of the qualifications for entering a delegation agreement, such as sale of the membership of the member or expulsion of the member or the delegate; or

(2) The suspension of the member by the Association within three months of the date of the filing of the delegation agreement by the member with the Exchange;

(c) (1) The member shall remain liable (for an amount up to, but not in excess of, the value of the seat the member has leased) for the debts, acts and delinquencies of the delegate arising from the delegate's exercise of rights and privileges of membership. The membership so delegated may be sold to satisfy any such liability in accordance with the Rules and Regulations of the Association. Delegation shall not relieve the member of any of his obligations or liabilities which he might otherwise have by the virtue of being a member of the Association to other members of the Association;

(2) Upon the termination or expiration of the delegation agreement, the Secretary shall make notice thereof available to the membership. Thereafter, all members and delegates who may have claims against the delegate may file claims in the same manner as provided in Rule 252.00 of the Association. The member entering into a delegation agreement shall be responsible for the payment of those claims allowed by the Board and not satisfied promptly by the delegate, but only to the extent of the value of the membership so delegated;

(d) A delegate shall not be entitled to register under Rule 230.00 for an eligible business organization, except as otherwise provided in Rule 230.00 and Regulation 230.02;

(e) The Finance Committee, in its discretion, may impose fees, charges and assessments upon members and delegates under this Rule; and

(f) Upon the filing of a delegation agreement or renewal notice with the Exchange, notice thereof shall be posted promptly on the bulletin board, and shall be made available upon request to the Membership and to the primary clearing member for the member party to the delegation agreement.

(g)(i) In accordance with the Agreement entered into on September 1, 1992 ("the 1992 Agreement") between the Exchange and the Chicago Board Options Exchange ("CBOE"), only an individual who is an "Eligible CBOT Full Member" or an "Eligible CBOT Full Member Delegate", as those terms are defined in the 1992 Agreement, is a "member" of the Exchange within the meaning of paragraph (b) of Article Fifth of CBOE's Certificate of Incorporation ("Article Fifth(b)") and only such individuals are eligible to become and to remain regular members of the CBOE pursuant to Article Fifth(b). No person who is not either an Eligible CBOT Full Member or an Eligible CBOT Full Member Delegate shall knowingly apply to become, or knowingly remain, a regular member of CBOE pursuant to Article Fifth(b).

(g)(ii) For purposes of the 1992 Agreement, an "Eligible CBOT Full Member Delegate" means the individual to whom a CBOT Full Membership is delegated (leased) and who is in possession of all trading rights and privileges appurtenant to such CBOT Full Membership. "Trading rights and privileges appurtenant to such CBOT Full Membership" means (1) the rights and privileges of a CBOT Full Membership which entitle a holder or delegate to trade as principal and broker for others in all contracts traded on the CBOT, whether by open outcry, by electronic means, or otherwise, during any segment of a trading day when trading is authorized; and (2) every trading right or privilege granted, assigned or issued by CBOT after the effective date of this Agreement to holders of CBOT Full Memberships, as a class, but excluding any right or privilege which is the subject of an option granted, assigned or issued by CBOT to a CBOT Full Member and which is not exercised by such CBOT Full Member.

(g)(iii) In accordance with the Agreements entered into on August 7, 2001 and December 17, 2003 respectively, between the Exchange and the CBOE and the Agreement entered into on October 7, 2004 among the Exchange, CBOT Holdings and the CBOE, and consistent with, and in furtherance of, the 1992 Agreement, upon completion of the proposed strategic restructuring of the CBOT, an individual delegate of such CBOT Full Membership shall be deemed to an Eligible CBOT Full Member Delegate only if the individual: (i) in possession of 27,338 shares of Class A common stock of CBOT Holdings (whether restricted or unrestricted and without regard to any series thereof, such number being subject to anti-dilution adjustment in the event the Class A common stock is subject to a stock split, reverse split, stock dividend or other stock distribution made to existing shareholders); (ii)

is in possession of one Series B-1 membership in the CBOT subsidiary; (iii) holds one of the items listed above in (i) or (ii) through delegation rather than ownership; (iv) is in possession of all of the other rights and privileges appurtenant to a CBOT Full Membership; (v) meets the applicable membership and eligibility requirements of the CBOT and is deemed to be a "CBOT Full Member Delegate" under the Rules and Regulations of the Exchange then in effect and (vi) if a CBOT Full Membership is one in respect of which the CBOT has issued the Exercise Right Privilege, an individual delegate of such CBOT Full Membership shall be deemed to be an Eligible CBOT Full Member Delegate only if the individual is also in possession of one Exercise Right Privilege. The delegate of a CBOT Full Membership in respect of which an Exercise Right Privilege has not been issued shall qualify as an Eligible CBOT Full Member Delegate if the requirements of the 1992 Agreement are satisfied, without having to possess an Exercise Right Privilege.

Exercise Right Privileges may be separately bought, sold, leased, or otherwise transferred and may be unbundled and rebundled with the lease of CBOT Full Memberships in respect of which an Exercise Right Privilege has been issued, for purposes of qualifying the delegate thereof as an Eligible CBOT Full Member Delegate. For purpose hereof, the words "possess" and "in possession of" shall be deemed to include possession by ownership or lease, or as a nominee.

(g)(iv) In connection with the delegation (lease) of a CBOT Full Membership, or upon completion of the proposed restructuring of the CBOT the Series B-1 membership in the CBOT subsidiary in which the associated Exercise Right Privilege has been previously issued by the Exchange and sold or transferred to a third party, the delegation agreement contemplated in Paragraph (b) above shall provide, among other things, that the delegate acknowledges that the CBOT Full Membership or the Series B-1 membership in the CBOT subsidiary, as applicable being delegated (leased) does not have associated with it an Exercise Right Privilege and therefore such delegate may not become a regular member of CBOE pursuant to Article Fifth(b) without otherwise possessing the Exercise Right Privilege.

(07/01/04)

221.01 Delegation by Deceased Member's Estate - The legal representative of a deceased member's estate, during the pendency of probation of the deceased member's estate, may delegate such deceased member's trading privileges in accordance with Rule 221.00. Upon transfer of the estate assets to the deceased member's heirs, the provisions of Regulation 249.01 shall apply. (08/01/94)

221.02 Floor Access of Delegating Members and Delegates

(a) A full or associate member who has delegated the rights and privileges of his only membership, or of all his memberships, for any of the three trading segments, pursuant to Rule 221.00, and who does not hold a Floor Clerk or Broker Assistant badge, shall not have physical access to the Floor of the Exchange for such trading segment(s) during the effective period of such delegations; provided that this Regulation shall not apply to "Twenty-Five Year Members" as described in Regulation 301.10.

Provided further, that members of the Board of Directors who have delegated the rights and privileges of their only membership, or of all of their memberships, may have physical access to the Floor of the Exchange to the same extent as do "Twenty-Five Year Members" as described in Regulation 301.10.

(b) A delegate who does not hold a Floor Clerk or Broker Assistant badge shall not have physical access to the Floor of the Exchange during the trading segment(s) in which he is not entitled to the rights and privileges of membership. (07/01/99)

221.03 Minimum Delegation Term - No delegation agreement shall have a term of less than thirty (30) days. The foregoing limitation shall not apply to delegation agreements for Full Member Delegates who will utilize their memberships solely for the purpose of becoming a regular member of the Chicago Board Options Exchange ("CBOE") pursuant to Rule 210.00 and Article FIFTH(b) of the CBOE's Certificate of Incorporation. (11/01/99)

221.05 Delegates' Clearing Members -

(1) Except as provided in paragraph (2) below, no delegate may receive clearing authorization from any Primary Clearing Member, or from any other Clearing Member, pursuant to Rule 333.00 without first having:

(a) obtained written permission from his/her member-delegator; and

(b) filed such written permission with the Department of Member Services.

(2) In the event that a delegate cannot obtain written permission from his/her member-delegator before he or she receives clearing authorization from a new Primary Clearing Member, such delegate may nevertheless obtain such clearing authorization if the new Primary Clearing Firm executes and submits to the Department of Member Services a suretyship agreement inuring to the benefit of the member-delegator and in a form approved by the Exchange. However, the delegate must obtain his/her member-delegator's permission within 30 days of changing Primary Clearing Members. If the delegate does not obtain the permission within that period, he or she will be denied access to the floor. The delegate will not be able to regain access to the floor until such permission is submitted to the Department of Member Services. (04/01/99)

221.07 Voting Rights - No Full Member or Associate Member may delegate (within the meaning of Rule 221.00) to any other person the voting rights associated with their membership; provided, however, that nothing herein shall prohibit a member from naming as their proxy a person or persons designated as such by the Corporation in connection with any annual or special Meeting of the Membership.

221.08 Requirements for Delegates of Membership Interests* - The Board, in its discretion, may require that each person who is granted status as a delegate of a COM, GIM or IDEM Membership Interest pursuant to a delegation agreement entered into on or after (effective date to be determined), execute up to a specified percentage, not to exceed 20%, or a specified number not to exceed 200 of such person's round turn principal transactions per month in one or more contracts designated by the Board.

The Board may establish different proportions or levels applicable to each membership interest

category, and any such proportion or level shall be applied in uniform fashion to every delegate in each respective membership interest category. Consistent with these standards, the Board may alter such proportion or level at any time.

Failure to comply with the provisions of this regulation or the directives of the Board adopted pursuant to this regulation may be considered an act detrimental to the welfare of the Association. Effective June 1, 1984. (08/01/94)

221.09 Delegation of Firm-Owned Memberships and Membership Interests - An eligible business organization registered as a member firm under Rule 230.00 may delegate the rights and privileges of a firm-owned membership or membership interest to an individual ("delegate") upon the terms and conditions set forth in Rule 221.00, but only if the membership being leased is not necessary to satisfy the requirements for registration as a member firm or, if applicable, as a clearing member firm, except as otherwise provided in Rule 230.00 and Regulation 230.02. (07/01/04)

221.10 Indemnification of Delegators - To the extent consistent with the Association's claims Rules and Regulations, the Board of Directors shall honor and enforce valid indemnifications given by a clearing member to a member or membership interest holder who delegates the rights and privileges of his membership or membership interest (the "delegator") in connection with the delegator's potential liability under Rule 221.00 (c). The indemnification shall be in writing in such form as the Exchange may prescribe. (08/01/94)

221.11 Delegation by Trust - A trust may delegate the rights and privileges of any membership(s) or membership interest(s) held by the trust upon the terms and conditions set forth in Rule 221.00. (07/01/95)

222.00 Multiple Membership - A member may own more than one membership in his name, and a member firm may own the title and value of more than one membership pursuant to Regulation 249.01(b). 872 (08/01/94)

224.00 Trades of Non-Clearing Permit Holders - Each permit holder's Primary Clearing Member is responsible for the payment of the permit holder's dues, fees and assessments. (08/01/94)

225.00 General Enabling Rule for Market Maker Programs - The Chief Executive Officer of the Exchange shall have the authority to approve the implementation of Market Maker programs, pursuant to which Market Makers would be authorized to maintain two-sided markets, for products in the municipal bond complex, the equity index complex, and all products launched after December 31, 1999. To the extent that the terms of any such Market Maker program may be in conflict with any Rules or Regulations of the Exchange, such terms shall supersede such Rules or Regulations. However, nothing in this Rule shall alter or waive a member's responsibility to comply with provisions of the Commodity Exchange Act or Rules or Regulations of the Commodity Futures Trading Commission unless exempted by the Commission. (04/01/01)

230.00 Registration - An eligible business organization as determined by the Exchange may be a member firm of the Exchange with respect to all contracts if one Full Membership, held in the name of any principal or employee thereof is registered on behalf of the firm. Provided, however, that four (4) Full Memberships and two (2) Associate Memberships must be held in the name of any principals or employees thereof, and registered on behalf of the firm, in order for the eligible business organization to be a member firm under Regulation 230.02, Category (3) "other Non-FCM-Non-clearing". An eligible business organization as determined by the Exchange, which is wholly owned by one or more members or member firms, which wholly owns a member firm, or which is wholly owned by the same parent company(ies) as a member firm, may be a member firm of the Exchange only with respect to those contracts in which Associate Members have trading privileges if one Associate Membership, held in the name of any principal or employee thereof is registered on behalf of the firm. Those individuals who desire to register their memberships on behalf of an eligible business organization shall make application to the Exchange, giving therein such information as may be requested. If the application is granted, their memberships shall be registered for the benefit of the eligible business organization, and such eligible business organization shall be entitled to member firm privileges with respect to all contracts or only with respect to contracts in which Associate Members have trading privileges, as the case may be.

A member firm may be a CBOT Clearing Member and entitled to clearing privileges with respect to all contracts, pursuant to the membership registration requirements of Rule 703.00. All such memberships shall be registered hereunder in the manner described above, and under the criteria prescribed in Rule 703.00. Member firms shall be subject to all requirements and prohibitions contained in the Rules and Regulations applicable to members, and in such cases, all registered members shall be subject to discipline and their memberships subject to sale by the Exchange for the acts or delinquencies of the firm for which they are registered. All such designations may be terminated at any time by the Exchange, or by the registered members with the written approval of the Exchange.

All memberships described above that are owned by a Regulation 230.02, Category (2b), (3) or (6) member firm: (1) may be delegated upon the terms and conditions set forth in Rule 221.00; or (2) may be held in the name of a principal or employee of, and registered on behalf of, another member firm which is wholly owned by such member firm, which wholly owns such member firm, or which is wholly owned by the same parent company(ies) as such member firm. During the term of any such delegation or registration on behalf of another member firm, the Category (2b) or (3) member firm owning the membership(s) will not be entitled to member firm transaction fees. In addition, no Category (6) member firm will be entitled to member firm transaction fees. However, any such Category (2) or (3) member firm, and Category (6) member firms, will remain subject to all applicable Exchange Rules and Regulations, including the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6. 226 (11/01/04)

230.01 Registered Entities

Notwithstanding any other Regulation, any member or membership interest holder who is associated as a partner, shareholder, member, officer, manager, employee, or consultant with any entity or natural person that is or should be registered as an Introducing Broker, Futures Commission Merchant, Commodity Trading Advisor or Commodity Pool Operator, as those terms are defined in Section 1a of the Commodity Exchange Act and/or 17 C.F.R. 1.3, may not solicit orders of others from the Floor of the Exchange unless the entity or natural person for which or for whom the member is soliciting orders is also a member firm or a member of the Exchange. (09/01/03)

230.02 Registration of Membership for Eligible Business Organizations - An individual desiring to register a membership for an eligible business organization under Rule 230.00 shall submit an application giving the name of the eligible business organization and the business in which it is engaged, and any other information requested by the Exchange. The application must also show that the member is a principal or employee of the eligible business organization. In addition, the application must designate the type of business activity, as measured by the following list, for which registration is requested:

(1a) Registered Futures Commission Merchant ("FCM") - Clearing.

(1b) Registered FCM - Non-clearing.

(2a) Non-FCM - Clearing.

(2b) Non-FCM - Non-clearing. (Must be wholly-owned by members or members and employees of the firm; or must have a business purpose deemed appropriate by the Exchange, including cash grain firms, financial institutions, market markers designated by the Exchange, proprietary trading firms or other forms of business approved by the Exchange.)

(2c) Non-FCM - Non-clearing Associate Member affiliate of another member firm ("member firm affiliate")

(3) Other Non-FCM-Non-clearing (Commodity pools, hedge funds, or other collective investment vehicles).

(4) e-cbot member firm. (Solely for purposes of Chapter 9B, the owner of an Associate Membership or the delegate of a Full or Associate Membership shall be entitled to register under Rule 230.00 for an eligible business organization, solely to conduct non-clearing business on e-cbot.)

(5) Sole Proprietor - Clearing

(6) Investment only

If activity level (1a), (1b) or (2a) has been designated, the member shall submit the following financial information of the eligible business organization: a certified financial statement prepared by an independent Certified Public Accountant as of the most recent fiscal year end, and a financial statement (which need not be certified) which is current as of the most recent preceding calendar month end. If activity level (2b), (2c), (3), (4) or (6) is designated, the member shall submit such financial information of the eligible business organization that may be required, in the discretion of the Exchange. A member who is applying to be a Sole Proprietor CBOT Clearing Member shall submit a financial statement in the form designated by the Exchange.

The Exchange may in its discretion waive or modify the foregoing requirements in the case of changes in registration necessitated by reorganization of firms currently registered with the Exchange.

Approval is required for a registered eligible business organization changing or expanding its type of business to a higher level of business activity as set forth above. An eligible business organization requesting approval to operate as a type (1a), (1b) or (2a) firm which was previously registered as any other type firm must first submit the financial information required for approval as a type (1a), (1b) or (2a) firm as specified above.

The Exchange may in its discretion grant temporary approval in the case of changes in registration necessitated by reorganization of firms currently registered with the Exchange.

Upon receipt of an application for new firm registration for an eligible business organization, the Secretary shall, within fifteen days thereafter, make available to the membership the name of the eligible business organization, and shall post the same information on the bulletin board for a period of at least ten days after such notification to the Membership.

No member may register his or her membership for more than one eligible business organization.

Except as provided herein regarding e-cbot member firms, or as provided in Rule 230.00, no member may register his or her membership for any eligible business organization under the Rules of this Exchange, where such membership is or becomes delegated under the provisions of Rule 221.00.

An eligible business organization which has been conditionally approved for member firm status shall have six (6) months after the date that it was notified of such approval, or within such extension of siad period as may be granted by the Exchange, to satisfy any conditions or contingencies imposed on such approval. If the conditions or contingencies are not satisfied by the applicable deadline, the Exchange's approval of the eligiblie business organization for member firms status shall be deemed void. 1060 (11/01/04)

230.03 Designated Persons -

(a) Subject to approval by the Association, which approval is in the absolute discretion of the Association, each eligible business organization ("member") of the Association shall designate one or more senior managerial employees responsible for the member's financial, compliance, operational and ultimate supervisory obligations and activities as a member. Such individuals must either: (i) have a membership registered on behalf of the member, or (ii) be registered with the Association by the member as a "Designated Person". A Designated Person shall be subject to the Rules and Regulations of the Association as if a member; provided, however, that a Designated Person shall not be liable for the actions and/or omissions of other employees, agents or independent contractors if the member of the Designated Person demonstrates to the satisfaction of the Association that all of his or her relevant conduct on behalf of the member was performed in good faith with reasonable care.

(b) Any individual not a registered member or Designated Person or nonmember eligible business organization which holds more than a 25% financial interest in a member eligible business organization ("member") or who exercises actual control over the management of the member may, at the Association's sole discretion, be required to execute a Consent to Jurisdiction in such form as may be prescribed by the Association. Upon the member's request, the Membership and Financial Compliance Committees may exempt individuals and/or eligible business organizations from this requirement for good cause shown. (04/01/98)

230.04 Cooperative Association of Producers - A lawfully formed and conducted cooperative association of producers having adequate financial responsibility, engaged in any cash commodity business, conforming to the following requirements:

FIRST: The Cooperative Association must have not less than 75 per centum of the voting capital stock or membership capital, in good faith owned and controlled, directly or indirectly by producers of agricultural products;

SECOND: The Cooperative Association, if organized without capital stock, shall not allow a member of the Cooperative Association more than one vote, or if organized with capital stock, the Cooperative Association shall not pay dividends on any class of capital stock in excess of 8 per cent per annum cumulative;

THIRD: The Cooperative Association shall not, during any fiscal year, deal in the products of non- members of the Cooperative Association to an amount greater in value than such as is handled by it for members of the Cooperative Association;

FOURTH: The Cooperative Association, not more frequently than semi-annually, may pay out of its accumulated or current earnings and savings, patronage dividends to members of the Cooperative Association only and upon the basis of business transacted with such members for the period covered by transactions in which such earnings and savings have accrued; and

FIFTH: The Cooperative Association, if organized under the Cooperative Laws of any state, or recognized as a cooperative association of producers by the United States Government, or any agency thereof;

may be a member firm of the Association with respect to all contracts and may be entitled to do business in cash grain on the Floor, by virtue of a membership held in the name of one of its duly authorized representatives and registered under Rule 230.00 on behalf of the cooperative association. A member who desires to designate such a cooperative association of producers for that purpose shall make application to the Membership Committee, giving therein such information as may be requested

(Rule 230.00). Such designation may be terminated at any time by the Board, or by such member with the written approval of the Exchange. A cooperative association of producers shall be subject to all requirements and prohibitions contained in the Rules and Regulations applicable to members (except as may be exempted by the Commodity Exchange Act and the regulations of the Commodity Futures Trading Commission issued thereunder) and in such cases the member shall be subject to discipline and the membership subject to sale by the Board for the acts or delinquencies of the cooperative association. 1062 (04/01/98)

230.05 Additional Seat Requirement A firm registered under Regulation 230.02, Category (3) may take up to eighteen months from the date of its registration approval to complete the registration of its six required memberships. However, no such firm will be approved for member firm status until such time as it has purchased, or has registered on its behalf, at least one Full Membership and one Associate Membership.

A firm registered under Regulation 230.02, Category (1a), (1b), (2a), or (2b) may take up to eighteen months from the date that it has designated a commodity pool or hedge fund for member transaction fee treatment, pursuant to Regulation 450.02D, in which to complete registration of the six memberships required for this purpose. In order to initiate this designation process, the firm must have at least one Full Membership and one Associate Membership owned or registered on its behalf.

Until such time as the six membership requirement has been met, the Category (3) member firm and the qualified commodity pool or hedge fund of Category (1a), (1b), (2a) and (2b) member firms will continue to be charged exchange transaction fees at the non-member level. Once the membership requirements have been completely satisfied, the Exchange will grant an adjustment to the appropriate member fee level via a fee credit. This adjustment period will not exceed eighteen months. If the member firm takes more than eighteen months to register the required seats, the Exchange will grant an adjustment only for the eighteen months immediately prior to completion of the registration requirements. (02/01/04)

230.06 Eligible Business Organization Status Upon Death or Withdrawal of Registered Member - Upon the death or withdrawal of a member whose membership is registered on behalf of an eligible business organization, where such death or withdrawal would result in failure of the eligible business organization to meet the requirements of Rule 230.00, Rule 703.00, Regulation 230.02 or Regulation 230.05, the Exchange may, upon application of the registered eligible business organization, grant the eligible business organization an extension of privileges under the applicable Rules and Regulations for such period and under such conditions as the Exchange may fix. Upon the death or withdrawal of a member whose membership is registered on behalf of an eligible business organization, the eligible business organization shall, within five business days of such death or withdrawal, notify the Exchange of the departure of its registered member. Failure to comply with the provisions of this Regulation shall be referred to the Business Conduct Committee, for possible disciplinary action pursuant to Rule 540.00. 1063 (04/01/98)

230.07 Primary Clearing Member Permission for Member Registration - A member may register his or her membership for an eligible business organization under Rule 230.00, if that eligible business organization is not his or her Primary Clearing Member, only if he or she has written permission to do so from his or her Primary Clearing Member. Such written permission of the Primary Clearing Member must be filed with the Member Services Department. (04/01/98)

230.08 Doing Business in Firm (or Trade) Name - No member may conduct business with the public as a partnership under a firm name unless the partnership has at least one general partner other than such member; provided, however, that if by death or otherwise, the member becomes the sole general partner of the firm, he or she may continue business in the firm name for such period as may be allowed by the Exchange. 1070 (04/01/98)

230.09 Formation of Partnerships or Limited Liability Companies - When a member intends to form a partnership or admit other individuals to an existing partnership, he or she shall notify the Secretary in writing to that effect. On receipt of such notice from a member, the Secretary shall cause the same to be posted upon the bulletin board of the Association. A member shall promptly notify the Secretary of the retirement of any partner from the member firm partnership or of the dissolution of such partnership.

When a member intends to form a limited liability company or admit other individuals to an existing limited liability company, he or she shall notify the Secretary in writing to that effect. On receipt of such notice from a member, the Secretary shall cause the same to be posted upon the bulletin board of the Association. A member shall promptly notify the Secretary of the retirement of any other member from the member firm limited liability company or of the dissolution of such limited liability company. (04/01/98)

230.10 Suspended or Insolvent Members - A member shall not form a partnership or limited liability company nor, unless permitted by the Regulatory Compliance Committee, continue in a partnership or limited liability company with any of the following:

(a) A member whose membership privileges have been suspended by the Association;

(b) Any person who has been expelled from the Association as permitted by

Rule 560.00;

(c) An insolvent person; or

(d) Any previous member of the Association against whom any member holds a claim which

arises out of transactions made during the time of such membership and which have not been released or settled. (04/01/98)

230.11 Discipline of Partners or Members of Limited Liability Companies - A member of the Association who is a general partner of a member firm of the Association is liable to the same discipline and penalties for any act or omission of said firm as for his or her own personal act or omission, but the Regulatory Compliance Committee may, in its discretion, by a vote of not less than two-thirds of its members present, relieve him or her from the penalty therefor.

A member of the Association who is also a member of a limited liability company which is a member firm of the Association is liable to the same discipline and penalties for any act or omission of said firm as for his or her own personal act or omission, but the Regulatory Compliance Committee may, in its discretion, by a vote of not less than two-thirds of its members present, relieve him or her from the penalty therefor. 1076 (04/01/98)

230.12 Dissolution of Partnership or Limited Liability Company - Whenever it shall appear to the Regulatory Compliance Committee that a member has formed a partnership or limited liability company or has become an officer, employee, or stockholder of a corporation or established an office or headquarters or is individually, or through any member of his or her firm, interested in a partnership or other business organization, or has formed any business connection whatever whereby the interest or good repute of the Association may suffer, the Regulatory Compliance Committee may require the dissolution of any such partnership or limited liability company or discontinuance of such business office, or headquarters, or business connection as the case may be. (04/01/98)

230.13 Relations Controlling Policy - Whenever it shall appear to the Regulatory Compliance Committee that a member individually or through his or her firm or a partner or partners therein, has such a business connection with a corporation or other business organization that the corporation or other business organization dominates the business of the member or firm or controls the policy of such business, the Regulatory Compliance Committee may require the discontinuance of such business connection. (04/01/98)

230.14 Delegation of Approval Authority - The Chairman of the Membership Committee, or a member of the Membership Committee who has been designated by the Membership Committee Chairman or the Member Services and Member Firm Staff Services Department upon delegation by the Chairman, will have the authority to approve the application of a Full or Associate Member to register his or her membership for an eligible business organization under Rule 230.00 and the regulations thereunder; provided that the eligible business organization is currently registered in accordance with Rule 230.00. The power to deny such applications is expressly reserved to the Regulatory Compliance Committee. With respect to firm-owned Full and Associate Memberships under Regulation 249.01(b), the Chairman of the Membership Committee or a member of the Membership Committee who has been designated by the Membership Committee Chairman may determine that such memberships are needed by the registered eligible business organization to carry out its business at the Association.

For the purpose of this regulation, the Chairman may not delegate approval authority to the Member Services and Member Firm Staff Services Department when the applicant has answered affirmatively to any question in the "Disciplinary Action" section of the Member Firm Registration application. (12/01/98)

230.15 Financial Requirements - (See Reg. 285.05) (04/01/97)

230.17 Changes in Organization - Any change in the organizational structure of a member firm requires the Exchange's prior approval. Organizational changes shall include, but not be limited to: i) a corporation, limited liability company, general partnership, limited partnership or sole proprietorship

which changes to another form; or ii) replacement of any general partner or member of any limited liability company. Any failure to comply with this Regulation and any such change in organizational structure that does not comply with the requirements to be a member firm shall be referred to the Business Conduct Committee for possible disciplinary action pursuant to Rule 540.00. The Exchange may grant the member firm a period of time in which to come into compliance with the requirements for member firm status. The Business Conduct Committee may also determine whether such a member firm is entitled to member transaction fees for any time period in which the firm fails to comply with requirements. (04/01/98)

231.00 Ownership and Registration of Associate Memberships - With the approval of the Membership Committee ownership of title and value of an Associate membership of an individual, approved under Rules 200.00, 201.00, 159.00, and 202.00, may be vested in an eligible business organization registered in accordance with Rule 230.00 provided that all of the provisions of Regulation 249.01 - Transfer of Membership - are complied with, where applicable.

Associate memberships may be registered on behalf of an eligible business organization pursuant to Rule 230.00. 875 (04/01/98)

Ch2 Assessments and Fees

240.00 Assessments - The Board, prior to the Annual Meeting and quarterly thereafter during each year, shall levy upon the membership such assessments as it may deem necessary or advisable to meet any anticipated operating deficit of the ensuing quarter and any actual deficit of the preceding quarter and such assessment as the Board may deem necessary or advisable to meet any capital expenditures of the ensuing quarter, including the retirement of mortgage indebtedness encumbering the Board of Trade Building. It shall be the duty of the President to prepare and submit to the Board, in advance of the meeting at which any such assessment is levied, a detailed budget showing the deficit, if any, for the preceding quarter and the amount of each such assessment proposed to be levied. Each such quarterly assessment shall be billed to the members as near the beginning of the quarter as may be practicable and shall become due and payable within thirty days after such billing. 108 (08/01/94)

241.00 Members in Military Service - The Board shall have authority to remit the assessments of a member during the period in which such member is in the military service of the United States, as such service is defined in the Soldiers' and Sailors' Civil Relief Act of 1940, as passed by Congress and as it may be amended. 108B (08/01/94)

241.01 Dues of Members in Military Service - In accordance with the authority granted the Board under the provisions of Rule 241.00 no assessment of a member shall be remitted under Rule 241.00 except under the following conditions:

1. Each petition for the benefits of Rule 241.00 will be considered on its merits.

2. No petition will be considered unless accompanied with funds sufficient to pay all dues up to and including the full month in which the Board acts on the request.

3. No petition will be approved unless the petitioner became a member of the Association prior to January 1, 1953.

4. When a petition is granted the member is required to notify the Secretary promptly of the termination of his military service. 1844A (08/01/94)

242.00 Neglect to Pay Assessment - Any member who neglects to pay his assessment, or installments thereof, within thirty days after such assessment, or installments thereof, has been called for payment may be suspended until such assessment, or installments thereof, is paid. If a member neglects to pay such assessment, or installments thereof, during a period of six consecutive months, his membership may be disposed of by the Board in accordance with Rule 257.00. 109 (08/01/94)

243.00 Transfer Fees - No transfer of membership may be consummated unless the transferee pays to the Association a transfer fee. The amount of this fee is established from time to time, by the Board of Directors. The transfer fee so collected shall be used to purchase, retire or redeem indebtedness to finance improvements to the Board of Trade Buildings or to pay the cost of such improvements. The transfer fee described in this Rule 243.00 shall not apply when the transferor is the estate of a deceased member or membership interest holder and the transferee is the decedent's spouse or the decedent's child. 111 (07/01/98)

243.01 Sale and Transfer of Membership Privileges - Each individual submitting an application for membership shall include with the application a non-refundable application fee established by the Board. The application fee described in this Regulation 243.01 shall not apply when the applicant is the spouse or the child of a deceased member or membership interest holder. The application fee will also not apply when a deceased member or membership interest holder's membership or membership interest is held in trust pursuant to Regulation 249.01(i), the applicant is the spouse or the child of the decedent, and under the terms of the trust, the applicant is the successor trustee to the deceased member or membership interest holder. 1807 (04/01/98)

Ch2 Purchase and Sale or Transfer of Membership or Membership Interest

249.01 Purchase and Sale or Transfer of Membership or Membership Interest - Membership status in this Exchange is a personal privilege, not subject to sale or transfer except as herein authorized.

(a) Purchase and Sale of Memberships and Membership Interest by Individuals -

(i) When an individual wishes to sell his full or associate membership or membership interest, he shall sign an offer to sell including an offer price, in such form as shall be prescribed by the Exchange.

When an offer is matched to a bid, the member or registered eligible business organization may receive the sale proceeds prior to the expiration of the claims period or the resolution of any claims by depositing treasury bills with the Association, equivalent to the sale price of the membership or membership interest. All amounts deposited shall be available, without restriction, to satisfy claims against the departing member or the registered eligible business organization under this Chapter. In lieu of a deposit, the member or registered eligible business organization may file a clearing firm guaranty, letter of credit, or such other form as the Association may permit, equivalent to the sale price of the membership or membership interest, for the satisfaction of claims.

(ii) Any individual who wishes to purchase a full or associate membership or membership interest subsequent to his approval for a particular membership status shall execute and deliver to the Department of Member Services a bid to purchase such membership or membership interest, in such form as may be prescribed by the Exchange. The bid shall be accompanied by a certified or cashier's check representing an earnest money deposit in the amount of fifteen percent of the bid, by an irrevocable letter of credit in the amount of fifteen percent of the bid, or by an agreement on a form prescribed by the Exchange and executed by a clearing member of the Association as provided in this section (ii).

Any individual who wishes to purchase a full or associate membership or membership interest prior to his approval for a particular membership status shall execute and deliver to the Department of Member Services a bid to purchase such membership or membership interest, in such form as may be prescribed by the Exchange. The bid shall be accompanied by a check in the amount of the applicable transfer fee. The bid shall also be accompanied by a certified or cashier's check in the amount of such bid or by an agreement on a form prescribed by the Exchange and executed by a clearing member of the Association which shall provide that in the event the prospective purchaser's bid is matched to an offer, as provided in section (iii) below, and the prospective purchaser fails to make payment in the amount of his bid by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer, such clearing member shall purchase the membership or membership interest in question for the full amount of such bid.

The bid shall contain an agreement by such individual to take no recourse against the Association in the event he is not approved for membership, except as may be permitted under Section 8c of the Commodity Exchange Act as amended and a release of the Association of any claim or right that such individual would otherwise have had by reason of such failure to be so elected. The bid also shall contain an agreement by such individual that he or she consents to and accepts the Exchange's jurisdiction with respect to any disciplinary action or other matter within the purview of any Exchange committee from the date of purchase of a membership or membership interest until the date the individual is approved for membership status or, if such individual fails to be approved for membership status, until the date of a sale of the membership or membership interest is effected in accordance with this regulation. With respect to the purchase of a membership which will be registered pursuant to Rule 230.00 for the benefit of an eligible business organization which is not currently a member firm, a consent to jurisdiction also must be executed on behalf of the firm. The consent to jurisdiction shall expressly state that the Exchange may hold the membership or membership interest pending the disposition of any proceeding before any Exchange Committee and apply the proceeds from the sale of the membership or membership interest toward the satisfaction of any decision that may be rendered against the individual or firm.

Nothing herein shall be construed in any way to limit the Exchange's jurisdiction over all individuals and firms which have been approved for membership. If any purchase of a membership or membership interest is being financed by a person other than the purchaser, such purchaser shall file satisfactory proof as required by the Department of Member Services that the financing party is aware of the provisions of this Regulation and Rule 252.00.

(iii) The Department of Member Services shall post continually on the Bulletin Board the lowest offer to sell and the highest bid to buy full and associate memberships and membership interests, respectively. In the event of a match between any such bid and offer, the Department of Member Services shall notify the purchaser and the seller. In the event there are two bids and/or two offers in the same amount, the oldest offer shall be matched to the oldest bid. Title and value of the membership or membership interest shall be transferred to the purchaser upon payment being effected in the full amount of the bid.

In the event that the prospective purchaser fails to make payment in the amount of his bid by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer, the clearing member who has executed an agreement to purchase the membership or membership interest as provided in section (a)(ii) of this Regulation shall make payment in the full amount of the bid by 5:00 p.m. of the business day following the day upon which payment was due from the prospective purchaser. Upon becoming the owner of the title and value of the membership or membership interest, the clearing member shall either sell or transfer the membership or membership interest or cause the membership or membership interest to be registered on its behalf in accordance with Rule 230.00 of these Rules and Regulations.

Failure to fulfill the obligations set forth in said agreement shall constitute acts detrimental to the interest and welfare of the Association.

Within ten (10) business days of notice to the purchaser by the Department of Member Services that his or her bid has been matched to an offer, each purchaser of a full or associate membership who is not a full or associate member in good standing, and each purchaser of a membership interest who is not a full or associate member, membership interest holder or nominee thereof, or delegate in good standing, shall file with the Department of Member Services an application for the appropriate membership status, in such form as may be prescribed by the Exchange, in order to be eligible for approval for membership status. Such form shall include an agreement by the applicant to take no recourse against the Association in the event he or she is not approved for a particular membership status, except as may be permitted under Section 8c of the Commodity Exchange Act as amended and a release of the Association of any claim or right that such individual would otherwise have had by reason of such failure to be so elected. No person may exercise the rights of a particular membership status until he or she is approved for such membership status in accordance with these rules.

(iv) If a purchaser of a membership or membership interest fails to file an application with the Department of Member Services as required in paragraph (iii) above, is not approved for membership status, or if for any reason his application is withdrawn, the Exchange shall retain the transfer fee and the purchaser shall assume all risk of gain or loss from the resale of the membership or membership interest purchased by him. The purchaser shall take all necessary steps to effect a sale of the membership or membership interest purchased by him within thirty (30) days of notification of his failure to be approved for membership status, withdrawal of his application, or the purchase of the membership or membership interest if he failed to file an application.

(v) If the purchaser fails to effect a sale within the time period specified in paragraph (iv) above, the Department of Member Services shall effect a sale at the price of the highest bid to purchase then on file with the Department of Member Services on the next business day following the thirtieth (30) day after notification of his failure to be approved for membership status, withdrawal of his application, or the purchase of the membership or membership interest if he failed to file an application. If on the next business day following the thirtieth day after such notification, withdrawal, or purchase if he failed to file an application, there is no bid to purchase on file with the Department of Member Services, the membership or membership

interest shall be offered for sale by the Exchange at the same price as the lowest offer to sell then on file with the Department of Member Services. Such offer shall be matched with a bid in accordance with Regulation 249.01(a)(iii). The total amount realized from the sale of the membership or membership interest shall be remitted to the unsuccessful applicant in full satisfaction of all obligations of the Association, subject to Exchange Rule 252.00.

(vi) An individual whose offer to sell his only membership or membership interest has been accepted by a purchaser, shall not make any Exchange contracts after the date of such consummation of the transfer.

An individual whose membership or membership interest status was terminated through a sale in accordance with this paragraph (a), and who was a member or membership interest holder in good standing, not subject to any Exchange investigation, charges, suspension or disciplinary action at the time of such sale, shall remain eligible, for a period of six (6) months following such sale, to purchase another membership or membership interest under the provisions of this paragraph (a), to be the transferee of a membership or membership interest pursuant to subparagraphs 249.01(b) (c) or (d) or to become a delegate, in accordance with provisions of Regulation 202.01. The Exchange may, in its discretion, grant extensions to this six (6) month approval period.

(b) Transfer by member firm

(i) A member firm may own a full or associate membership held in the name of an individual member, provided that (i) the individual member is a principal or employee of such member firm; and (ii) the principal or employee's membership is registered on behalf of such member firm pursuant to Rule 230.00, except as otherwise provided in Rule 230.00. Additionally. a member firm may own GIM, COM and IDEM membership interests held in the name of individual members who are full-time employees of such firm. In such circumstances, the member firm shall be entitled to transfer such membership or membership interest, and to receive the net proceeds from transfer of such membership or membership interest after satisfaction of all claims against the individual member, or against the member firm, in accordance with Rules 252.00 and 253.00.

(ii) A member firm that owns a full membership, associate membership or membership interest may transfer such membership or membership interest to another principal or employee of the member firm, or of another member firm as permitted by Rule 230.00, by delivering to the Department of Member Services a report of intention to transfer upon such form as shall be prescribed by the Exchange. In addition, with respect to the transfer of a full or associate membership, the firm must deposit with the Department of Member Services ar amount equal to the weighted average of all full or associate membership sales for the preceding calendar month, as appropriate. With respect to the transfer of a membership interest, the firm must deposit the greater of $50,000 or an amount equal to the weighted average of all GIM, COM or IDEM sales, for the preceding calendar month, as appropriate. Such amount may be deposited in cash, treasury bills, or such other form as the Exchange may permit. All amounts deposited shall be available, without restriction, to satisfy claims agi3inst the departing individual member or against the member firm. In lieu of a deposit, a firm rnay file a clearing firm guaranty for the satisfaction of claims in an amount that accords with the formulas set forth in this sub-paragraph. Should the departing individual member b? leaving the employ of. the member firm, the application for membership or transfer documents of the transferee must be submitted to the Exchange within thirty (30) days from the termination date of the departing individual member. The Exchange may, in its discretion, grant extensions of this 30 day period. No such extension shall exceed 60 days total lengih for any individual.

(iii) Nothing herein shall preclude or impair the right of the Exchange to impose discipline upon the member firm that owns the membership or for which the membership is registered, or upon the individual member, or to dispose of the membership or membership interemst of any individual member, for the acts or delinquencies of the member firm that owns the membership or for which the membership is registered,or for the acts or delinquencies of the individual member, in accordance with the Rules and Regulations of the Exchange.

(iv) An individual member whose only remaining membership or membership interest has been transferred in accordance with this paragraph (b) shall not make any Exchange contracts after the date of such transfer.

(v) In the event that a member firm that owns a full or associate membership or membership interest is acquired by another member firm through the purchase of 100% of the pa-tnership or limited liability company property or corporate stock, the acquiring member firm may transfer such membership or membership interest to another individual member who is an employee of the acquiring member firm pursuant to the procedures set forth in sub-paragraph (ii), above.

A member firm that owns a full or associate membership or membership interest ma) transfer such membership or membership interest to a principal or employee of another mem3er firm which is its wholly-owned subsidiary, a parent entity which owns 100% of the member firm, or a sister entity that is 100% owned by its parent entity, pursuant to the procedures set forth in sub-paragraph (ii), above. Each such transfer of a GIM Membership Interest shall count toward the two transfers specified in Rule 296.00 (2).

(vi) The parties to the transfer set forth in subparagraph (ii) of this paragraph may elect not to deposit a sum of money or file a clearing firm guaranty agreement as provided ti-erein. in which case the transferee shall, for a period of time equal to that set forth in paragraph (e) of this Regulation, be ineligible to exercise any of the rights and privileges of the trznsferred membership or membership interest and, during this time and no other, all claims as set forth in sub-paragraph (ii) of this paragraph against the transferor shall be filed. If such cI3ims are filed the transferee shall remain ineligible until the claims are satisfied or otherwise disposed. In order to satisfy claims set forth in sub-paragraph (ii), which have been properly filed and allowed by the Exchange, as provided by the Rules and Regulations, the trE nsferred membership or membership interest may be sold by the Exchange. In the event of such sale and after the claims have been paid, the remaining surplus, if any, of the proceed; of sale shall be paid to the member firm upon execution by it of a release which is satisfactclry to the Exchange. In order to preclude the sale of the membership or membership interest by the Exchange for the satisfaction of claims, and for the transferee to become immediate1q eligible to exercise the rights and privileges of the transferred membership or membership interest, the member firm may, in the alternative, deposit a sum of money or file a clearing firm guaranty as provided in sub-paragraph (ii) above.

(vii) An individual member whose membership or membership interest status was te:-minated through a transfer in accordance with this paragraph (b), and who was a member or membership interest holder in good standing, not subject to any Exchange investigation, charges, suspension or disciplinary action at the time of such transfer, shall remain eligible, for a period of six (6) months following such transfer, to acquire another membership or membership interest. The Exchange may, in its discretion, grant extensions of this six (6) month approval period.

(c) Transfer by member under loan agreement -

(i) Whenever, under the Rules and Regulations, a registered eligible business organization is required to register a certain number of full or associate memberships or is required to maintain memberships for other purposes, such eligible business organization may execute with an employee, approved for membership under this Chapter, a loan agreement in such form as the Association may prescribe, advancing to such employee the cost of membership and providing for the enforced repayment of such advance. The employee may transfer his membership to another employee of the same registered eligible business organization, approved for membership under this Chapter, upon the deposit with the Department of Member Services of an amount equal to the sum specified in sub-paragraph (ii) of paragraph (b) of this Regulation. All amounts so deposited shall be available, without restriction, to satisfy claims under this Chapter. Should the transferor be leaving the employ of the registered eligible business organization, the application for membership of the transferee must be submitted to the Association within thirty (30) days from the termination date of the transferor.

(ii) Transfer under this paragraph (c) except as provided in sub-paragraph (i) hereof, shall be governed by the provisions of paragraph (a) of this Regulation.

(d) Transfer within family -

(i) It shall be permissible, under the Rules and Regulations, to transfer a full or associate membership or membership interest between members of the same family (a spouse, parent, sibling, child, grandparent, grandchild, aunt, uncle or in-laws), or a decedent's membership or membership interest within the same family, provided such transferee is approved for the appropriate membership status under this Chapter and a clearing firm guaranty is filed, or sum of money as described in paragraph (b) is deposited with the Department of Member Services in order to satisfy claims.

(ii) The parties to the transfer may elect not to deposit a sum of money as provided in paragraph (b), in which case the transferee shall, for a period of time equal to that set forth in paragraph (e) of this Regulation, be ineligible to exercise any of the rights and privileges of the transferred membership or membership interest, and during this time and no other, all claims against the transferor shall be filed. If such claims are filed the transferee shall remain ineligible until the claims are satisfied or otherwise disposed. In order to satisfy claims against the transferor, which have been properly filed and allowed by the Association, as provided by the Rules and Regulations, the transferred membership or membership interest may be sold by the Association. In the event of such sale and after the claims have been paid, the remaining surplus, if any, of the proceeds of sale shall be paid to the transferee, or his legal representative, upon execution by him of a release which is satisfactory to the Association. In order to preclude the sale of the membership or membership interest by the Association for the satisfaction of claims, and to become immediately eligible to exercise the rights and privileges of the transferred membership or membership interest, the transferee may, in the alternative, comply with the provisions of sub-paragraph (i), hereof.

(iii) Transfer under this paragraph (d), except as provided in sub-paragraph (i) and (ii) hereof, shall be governed by the provisions of paragraph (a) of this Regulation.

(e) Notice of membership sale or transfer and filing claims -

(i) On the first and sixteenth calendar day of each month (or if the first or sixteenth is not a business day on the following business day ("notice days")), the Secretary shall post on the bulletin board located on the Exchange floor a notice listing each sale or transfer of a membership, each termination or expiration of a delegation agreement, each termination of an individual member registration and each termination of a member firm registered in accordance with the provisions of Rule 230.00 that occurred during the period beginning on the preceding notice day and ending on the business day preceding the current notice day. The Secretary shall also make this information available to the membership. The last day for filing claims pursuant to Rule 253.00 against the proceeds of the sale or

transfer of a membership, the termination of an individual member registration, a termination of a member firm or pursuant to Rule 221.00 (c)(2) against a delegate whose delegation agreement has terminated or expired is the business day immediately preceding the notice day that follows the notice day on which the Secretary posts a notice on the bulletin board announcing such sale or transfer or such termination or expiration of a delegation agreement. The Exchange shall hold the proceeds from the sale or transfer of a membership until such time as the relevant claims period has run and/or any disputed claims have been resolved.

(ii) Upon the effective date of sale or transfer of an individual's sole membership, all Exchange contracts of the seller or transferor shall mature, and if not settled, shall be closed out as in the case of insolvency, unless the same are assumed or taken over by another member of the Association.

(iii) The name of a member whose membership or membership interest has been disposed of by the Board shall be posted as in the case of a voluntary sale and such posting shall have the same effect in respect to open contracts and unmatured debts and obligations of the former member as in the case of a voluntary sale.

(f) Sale by Legal Representative -

(i) The membership or membership interest of a deceased member or membership interest holder may be sold pursuant to an offer to sell executed by the executor, administrator or other duly qualified and appointed legal representative of his estate.

(ii) The full or associate membership or membership interest of a member or membership interest holder who has been adjudicated incompetent may be sold pursuant to an offer to sell executed by his duly appointed guardian, conservator or other duly qualified legal representative.

(g) Indirect Exchange of Memberships -

(i) A member may exchange an associate membership for a full membership (an "AM Swap"), a full membership for an associate membership (an "FM Swap"), a GIM membership interest for an associate membership (a "GIM to AM Swap"), a GIM membership interest for a full membership (a "GIM to FM Swap"), a COM membership interest for an associate membership (a "COM to AM Swap"), a COM membership interest for a full membership (a "COM to FM swap") a COM membership interest for an IDEM membership interest (a "COM" to IDEM Swap"), an IDEM membership interest for an associate membership (an "IDEM to AM swap"), an IDEM membership interest for a full membership (an "IDEM to FM swap") or an IDEM membership interest for a COM membership interest (an "IDEM to COM Swap"), by signing an offer to exchange in such form as shall be prescribed by the Exchange. The offer to exchange shall specify the category of membership being relinquished (the "relinquished membership"); the category of membership the exchanging member wishes to acquire (the "replacement membership"), and the "Price Differential" at which the exchange is to be effected (as described below).

The offer to exchange shall be accompanied by: (1) In the case of an AM, GIM to AM, GIM to FM, COM to AM, COM to FM, IDEM to AM or IDEM to FM Swap, a certified or cashier's check in the amount of the Price Differential, or an agreement of a clearing member of the Association as described in section (a)(ii) of this Regulation; and (2) an agreement of a clearing member of the Association to pay to the Association in cash upon demand the amount of any assessments or claims against the exchanging member's relinquished membership according to Rule 252.00 up to the value of the relinquished membership at the time the exchange is accepted. For this purpose, the value of the relinquished membership will be the bid price for such membership. In the case of a COM to IDEM Swap or an IDEM to COM Swap, the offer to exchange shall be accompanied by a certified or cashier's check in the amount of the Price Differential, or an agreement of a clearing member of the Association as described in section (a)(ii) of this Regulation if the value of the relinquished membership exceeds the value of the replacement membership. For the purpose of the preceding sentence, the value of the relinquished membership will be the bid price for such membership and the value of the replacement membership shall be the offer price of such membership.

(ii) The Department of Member Services shall post continually on the Bulletin Board the highest Price Differential for AM, GIM to AM, GIM to FM, COM to AM, COM to FM, COM to IDEM, IDEM to AM, IDEM to FM and IDEM to COM swaps, and the lowest Price Differential for FM swaps. In the event there are two or more AM swaps, two or more FM swaps, two or more GIM to AM Swaps, two or more GIM to FM Swaps, two or more COM to AM Swaps, two or more COM to FM Swaps, two or more IDEM to AM swaps two or more IDEM to FM Swaps, or two or more COM to IDEM Swaps (or IDEM to COM swaps) offered at the same Price Differential, the oldest offer shall be listed first.

(iii) The Department of Member Services shall notify an exchanging member that the member's offer to exchange has been accepted when (1) the difference between the bid price for

memberships in the category of the relinquished membership and the offer price for memberships in the category of the replacement membership equals (2) the Price Differential for the offer to exchange. Upon notification of acceptance of the offer to exchange, the Department of Member Services shall cause the Association to acquire the relinquished membership from the exchanging member, sell the relinquished membership at its bid price, acquire the replacement membership at its offered price, and transfer the replacement membership to the exchanging member. The exchanging member shall pay the applicable transfer fee not later than 5:00 p.m. of the first business day following acceptance of the offer to exchange.

(iv) If, prior to acceptance of an offer to exchange, the posted Price Differential for AM Swaps matches the posted Price Differential for FM Swaps, the Department of Member Services will notify the respective members and will effect a direct exchange of their memberships according to paragraph (h) below.

(v) Title and value of the relinquished membership shall pass to the Association, and title and value of the replacement membership shall be transferred to the exchanging member, upon notification by the Association that the exchange offer has been accepted.

(vi) The proceeds from the sale of the relinquished membership shall be applied to payment for the replacement membership. Any excess proceeds shall be applied in the manner specified in Rule 252.00 to satisfy assessments and claims against the relinquished membership. The exchanging member shall only be entitled to the replacement membership and any excess proceeds (subject to application of Rule 252.00); in no event shall the exchanging member be entitled to demand receipt of the proceeds from the sale of the relinquished membership in lieu of receipt of the replacement membership.

(vii) If the exchanging member in an AM, GIM to AM, GIM to FM, COM to AM, COM to FM, IDEM to AM, IDEM to FM, COM to IDEM, or IDEM to COM swap fails to make payment for the Price Differential by 5:00 p.m. of the next business day following the day on which the member was notified by the Department of Member Services that the member's offer to exchange was accepted, the exchanging member shall forfeit ownership of the title and value of the replacement membership and the clearing member who has executed an agreement to purchase the membership as provided in section (a)(ii) of this Regulation shall make such payment by 5:00 p.m. of the next business day following the day upon which payment was due from the exchanging member. Upon such payment, the clearing member shall be the owner of the title and value of the replacement membership. The clearing member shall either sell or transfer the replacement membership or cause the replacement membership to be registered on its behalf in accordance with Rule 230.00 of these Rules and Regulations. The clearing member shall account to the exchanging member for the portion of the replacement membership bid price paid from the proceeds from the sale of the relinquished membership.

Failure to fulfill the obligations set forth in said agreement shall constitute acts detrimental to the interest and welfare of the Association.

(viii) The person who purchases the relinquished membership from the Association and the person who sells the replacement membership to the Association shall follow the procedures specified in section (a) or (b) of this regulation as applicable. Exchanges under this section (g), except as provided herein, shall be governed by the provisions of this Chapter.

(h) Direct Exchange of Memberships -

(i) A member in good standing may transfer (1) an associate membership in direct exchange for a full membership of another member, (2) a full membership for an associate membership of another member, (3) a GIM membership interest for an associate membership of another member, (4) a GIM membership interest for a full membership of another member, (5) a COM membership interest for an associate membership of another member, (6) a COM membership interest for a full membership of another member, (7) an IDEM membership interest for an associate membership of another member, (8) an IDEM membership interest for a full membership of another member, (9) an IDEM membership interest for a COM membership interest of another member or (10) a COM membership interest for an IDEM membership interest of another member. The exchanging members shall jointly execute and deliver to the Department of Member Services an agreement of direct exchange in such form as may be prescribed by the Exchange and setting forth the agreed Price Differential between the memberships. The agreement shall be accompanied by (1) a check

from each member in the amount of the applicable transfer fee, (2) a certified or cashier's check for the Price Differential, and (3) for each member, an agreement of a clearing member of the Association to pay to the Association in cash upon demand the amount of any assessments or claims against the exchanging member's relinquished membership according to Rule 252.00 up to the value of the relinquished membership at the time the exchange is accepted. For this purpose, the value of the relinquished membership shall be the average of the posted bid and offer prices for such memberships; provided that if there is either no posted bid or no posted offer, the value shall be the price paid in the last sale of such memberships. Title and value of the memberships shall be transferred to the respective exchanging members upon notification from the Department of Member Services that it has accepted the exchange.

(ii) Exchanges under this section (h), except as provided herein, shall be governed by the provisions of this Chapter.

(i) Transfer to a Trust -

(i) A member or membership interest holder (collectively referred to as "member" under this section) or a member's personal representative (including his or her agent under a durable power of attorney) may transfer his or her membership(s) or membership interest(s) to a trust of which the member is a grantor, if: (1) while the member is living and competent, the member is the sole trustee of the trust, (2) the member retains the right to revoke the trust during his or her life, and (3) all beneficiaries of the trust are members of the grantor's family who would be eligible for a family transfer from the grantor pursuant to section (d) of this regulation.

(ii) A trust shall take the membership subject to all of the rules of the Exchange, including Rules 230.00 and 252.00; however, Rule 252.00 shall not apply to the transfer of a membership or membership interest to a trust wherein the member/grantor is the trustee. The transfer of a GIM membership interest to a trust wherein the member/grantor is the trustee shall not constitute a transfer under Rule 296.00(1).

(iii) The interests in the membership that inure to the beneficiaries of the trust shall be subject to all of the rules of the Exchange; the Exchange's rights with respect to the membership shall be superior to those of the beneficiaries; and the Exchange shall have no liability to the beneficiaries of the trust in the event of the mishandling of the trust assets by the trustee. The grantor and the trustee (and any successor) shall each provide in the form provided by the Exchange an acknowledgement that the trust takes the membership subject to all of the rules of the Exchange and that the trust is in compliance with the requirements of this regulation.

(iv) The trustee (and any successor), if not already a member, shall be required to qualify for membership and satisfy the requirements of Chapter 2 of these Rules and Regulations.

(v) The grantor's liability to the Exchange under Rule 209.00 shall continue with respect to any claim arising out of an act or omission occurring prior to such transfer, and the membership will continue to be treated as the asset of the grantor for the purposes of Rule 209.00 and for otherwise meeting any obligations to the Exchange arising out of the grantor's use of the membership prior to the transfer to the trust, including fines imposed with respect to conduct occurring prior to the transfer.

A membership or membership interest held in a trust of which the member/grantor is the sole trustee may be temporarily transferred, subject to the provisions of section (j) of this regulation, to an individual within the member/grantor's same family, as defined in section (d)(I) of this regulation.

(vi) A membership held in trust may not be registered for member firm privileges.

(vii) Subparagraph (vi) shall not apply to self-owned registered memberships, provided that the member demonstrates, to the satisfaction of the Association and before the membership is placed in trust, that the declaration of the trust into which the membership will be transferred incorporates by express reference the Rules and Regulations of the Association.

This subparagraph shall have no effect on the provision of Regulation 249.01(j)(iv) that prohibits the use of a membership that is the subject of a revocable intra-family transfer for

member firm privileges.

(viii) The transfer shall be revoked and the membership shall revert to the transferor upon official notice to the Exchange that the trust has been revoked.

(j) Notwithstanding the provisions of section (d) of this regulation pertaining to permanent family transfers, a member or membership interest holder may temporarily transfer his or her respective membership or membership interest to a member of his or her immediate family, as defined in section (d)(i) of this regulation, who shall be subject to all Exchange Rules and Regulations.

Transfers under this section shall be subject to the following terms and conditions:

(i) The transferor may revoke the transfer upon written notice to the transferee, and a copy thereof shall be filed by the transferor with the Member Services Department as a precondition to its effectiveness. The transferee shall remain approved for membership under the same conditions which are applicable in the event of a termination of a delegation agreement, as set forth in Rule 221.00(a).

(ii) The transfer shall be revoked and the membership or membership interest shall revert to the transferor's estate or conservator upon official notice of the death or formally declared incompetence of the transferor.

(iii) Upon election to membership, the transferee shall be treated as a member for all purposes, except that the transferee shall have no authority to sell, transfer or assign the membership or membership interest. The right to vote on all matters subject to a ballot vote among the general membership will remain with the transferor. A Full or Associate Member shall not be ineligible for elective office or committee appointments based on such member's having temporarily transferred his or her Full or Associate Membership pursuant to this section (j).

(iv) While a transfer under this section is in effect, the membership involved would not qualify the transferee for elective office and the membership may not be registered under Rule 230.00 for member firm privileges.

(v) The provisions of Rule 221.00(c) shall apply to the transferor and the transferee in the same manner that those provisions apply to a member and his delegate.

(vi) The transferor may sell or transfer the membership at any time in accordance with the provisions of this regulation. The family transfer shall automatically be null and void upon such a sale or transfer by the transferor. The proceeds of the sale of the membership will be distributed to the transferor following the settlement of all claims pursuant to Rule 252.00

(vii) The transfer of a GIM membership interest under this section shall not constitute a transfer under Rule 296.00(1).

(viii) In the case of a membership or membership interest held in trust pursuant to subsection (i), the trustee may transfer the membership or membership interest in accordance with the provisions of this subparagraph (j). The trustee shall have the rights, duties and obligations of a transferor as provided by this subsection (subject to the provisions of subsection (i)). Where the transferor is the trustee of a membership or membership interest held in trust pursuant to subsection (i), and either (1) the trustee revokes the transfer; (2) the settlor is officially declared dead or (3) the settlor is decreed to be legally incompetent by a court of proper jurisdiction, then the membership or membership interest shall automatically revert to the trustee. (10/01/04)

250.01 Sale and Transfer of Membership Privileges - A member or his legal representative desiring to sell his membership or membership interest shall deliver to the Department of Member Services a signed authorization of sale which is notarized or otherwise officially authenticated, or a telecopy thereof, in the form prescribed below. The authorization of sale shall contain a specific offer price. The member must also deliver to the Department of Member Services a signed consent to jurisdiction in a form prescribed by the Exchange before his authorization of sale will be accepted. With respect to the sale of a firm-owned membership, the consent to jurisdiction must be signed by the last member holding the membership and, if the sale would terminate the firm's member firm status, a consent to jurisdiction must also be executed on behalf of the firm. The consent to jurisdiction form provides that the member and, if applicable, the member firm, consents to and accepts the

Association's jurisdiction with respect to any potential or current disciplinary matter of which the Association is aware or becomes aware prior to the distribution of proceeds and further that the Exchange may retain all of the proceeds from the sale of the member's seat pending the outcome of any disciplinary action. The following shall apply to persons elected to membership and to registered member firms for a period of five years after the termination of such individual's or firm's membership status. Each such individual and firm:

- Remains responsible for any violations of Exchange rules and regulations committed while a member or member firm; and

- Agrees to have any disputes which arose while a member or member firm and which relate to or arose out of any transaction upon the Exchange or membership in the Exchange, resolved in accordance with Exchange rules and regulations.

An individual wishing to purchase a membership or membership interest shall inform the Department of Member Services in such form as shall be prescribed by the Exchange of his desire to purchase a membership or membership interest. When the purchaser's bid has been matched with an offer to sell, the purchaser shall sign a confirmation of purchase and shall by 5:00 p.m. of the next business day following the day on which he was notified by the Department of Member Services that his bid was matched to an offer deposit with the Department of Member Services the balance, if any, owing on the purchase price on the membership or membership interest.

AUTHORIZATION OF SALE

To the Department of Member Services, ---------20--------

Board of Trade of the City of Chicago

I hereby offer to sell my membership privilege on the Board of Trade of the City of Chicago for the sum of $----------to any purchaser, and I authorize you to transfer my membership privilege to such purchaser upon his deposit of said purchase price with you and his payment of the transfer fee, it being understood that I shall pay all assessments up to the end of the quarter in which my membership is thus transferred. I have this date knowingly entered the date and offer price set forth above.

---Please check here if this offer revises and replaces a previous offer to sell your membership privilege.

I ACKNOWLEDGE THAT I AM PERSONALLY LIABLE FOR ANY DAMAGES THAT MAY RESULT IF THIS OFFER REVISES AND REPLACES A PREVIOUS OFFER AND I FAIL TO NOTE THIS BY CHECKING THE SPACE INDICATED ABOVE.

Social Security Number

Subscribed and sworn to before me on this ------- Day of ----------, 20 ----------

---

Notary Public

CONFIRMATION OF PURCHASE

Mr. ---------- , 20 ------

I hereby confirm my purchase of your membership privilege on the Board of Trade of the City of Chicago in accordance with Regulations 243.01 and 250.01 for the sum of $_____, it being understood that I have paid to the Board of Trade of the City of Chicago the transfer fee of $_____.

Signed in the presence of

(01/01/00)

250.02 Memberships Held Under Regulation 249.01(b) - The title and value of a membership procured under Regulation 249.01(b) is owned by the member firm acquiring it, but the personal privileges of that membership can only be exercised by one of the member firm's principals or employees who has been approved by the Exchange, except as otherwise provided in Rule 230.00. For that reason, the member firm may to designate a qualified individual to exercise the personal privileges of that membership. Any such designation may be terminated by the member firm at any time. In that event, the individual's right to exercise the personal privileges of that membership terminates immediately and automatically. In the event that an individual wrongfully exercises any personal privilege of membership after termination, the member firm shall remain responsible for that individual's liabilities and actions until written notice of the termination has been posted on the bulletin board. 1806 (01/01/04)

250.03 Power-of-Attorney - In connection with membership transfers and delegations, a power-of- attorney is permitted to be used only for the following functions;

1. To submit a bid to purchase a membership or membership interest.

2. To sign the membership register.

3. To execute, amend, terminate or file a delegation agreement. (08/01/94)

251.00 Membership Transfer - All purchases or sales of membership privileges shall be made pursuant to Regulations adopted by the Exchange and no commission or other compensation for services in connection with the purchase or sale of a membership in the Association shall be paid. 127 (08/01/94)

251.01 Member Under Investigation - No member may transfer his membership privilege by intrafamily transfer and no member firm may transfer a firm-owned membership from one member employee to another employee under Regulation 249.01(b), unless the approval of the Regulatory Compliance Committee is first secured, when the member is under investigation by any standing committee or by a special committee appointed under the provisions of Rule 541.00 or when charges are preferred against him or when he is under suspension for causes other than default, insolvency, or non-payment of assessments. 1835 (08/01/94)

252.00 Proceeds of Membership -

(a) ORDER OF DISTRIBUTION. Upon any transfer of membership, whether made by a member voluntarily or by the Board, the proceeds shall be applied to the following purposes and in the following order of priority:

(1) FIRST, the payment of all debts owed to the Clearing Services Provider, if the membership transferred was registered for a Clearing Member in order to qualify the clearing Member for clearing status pursuant to Rule 703.00, by the member whose membership is transferred. With respect to any other membership, the Exchange shall have the first priority for the debts described in paragraph (2) below, and the Clearing Services provider shall have the second priority.

(2) SECOND, the payment of all debts owed to the Exchange by such member, including, but not limited to, dues, assessments, service fees and fines.

(3) THIRD, the payment to such member's Primary Clearing Member or Members, as specified in Rule 333.00, of all claims filed under Rule 253.00 for trading losses of such member arising out of Transactions on Change, and which claims have been allowed by the Board.

(4) FOURTH, the payment to other Clearing Members of all claims filed under Rule 253.00 for trading losses of such member arising out of Transactions on Change, and which claims have been allowed by the Board.

(5) FIFTH, the payment to members and member firms of all claims filed under Rule 253.00 for money owed on loans which had been made to the member whose membership was transferred, exclusively for the purpose of financing the purchase of such membership, and

which had been promptly recorded with the Secretary of the Association, and which claims have been allowed by the Board.

(6) SIXTH, the payment to members and member firms of all claims filed under Rule 253.00 otherwise arising from Member's Contracts, exclusive of personal debts which are not related to the conduct of business as a broker, trader or commission merchant, and which claims have been allowed by the Board. Provided, however, that this provision shall not apply to a membership subject to Regulation 249.01(b) or 249.01(c).

(b) PRO RATA PAYMENT. If the proceeds of a transfer of membership are insufficient to pay all filed claims allowed by the Board, such claims, within the priorities listed in (a) above, shall be paid pro rata, except as provided in (e) below.

(c) SURPLUS, IF ANY. Claims which are not filed during the period specified in Regulation 249.01 but which would otherwise qualify under (a) above may, if allowed by the Board, be paid out of any surplus after all other claims allowed by the Board have been paid in full and shall be paid in preference to claims referred to in (e) below. The remaining surplus, if any, of the proceeds of a transfer of membership, after payment of all claims allowed by the Board under this Rule, shall be paid to the person whose membership is transferred, or to his legal representatives, upon the execution by him or them of a release or releases satisfactory to the Board.

(d) VALUATION.

(1) Claims which have not matured at the time of the transfer of the membership may be treated as though they had matured, and the amount due may be fixed and determined by the Board on the basis of market values or such other basis as the Board deems to be fair and just.

(2) If a claim is contingent or the amount that will ultimately be due cannot be immediately ascertained and determined, the Board may reserve and retain such amount from the proceeds as it deems appropriate, pending determination of the amount due on the claim.

(3) A claim shall be allowed by the Board only for the amount due after credit is given for the proceeds of the sale of any collateral held by the claimant of the fair value of such collateral as determined by the Board, The Board may require, before passing on the claim, that all such collateral be sold.

(e) CLAIMS OF PARTNERS. Claims growing out of transactions between partners, who are members of the Association, shall not share in the proceeds of the membership of one of such partners until all other claims as allowed by the Board have been paid in full.

(f) RIGHTS OF CREDITORS OF DECEASED, INCOMPETENT, SUSPENDED, OR EXPELLED MEMBER. The death, incompetency, expulsion or suspension of a member shall not affect the right of creditors under the provisions of this Rule.

(g) DEATH OR INCOMPETENCY OF CREDITOR MEMBERS. When a member is in debt to another member, the death or incompetency of the creditor member or the transfer of his membership either by his estate or by the Board, shall not affect the rights of the creditor member, his firm, corporation, or estate, to share in proceeds of the membership of the debtor member under this Rule, in the same manner and to the same extent as if the creditor member had not died, become incompetent or his membership had not been transferred.

(h) DEBTS EXISTING AS OF THE EFFECTIVE DATE OF THIS RULE AS AMENDED. Within 20 business days after the effective date of this Rule, as amended, all members and member firms shall notify the Secretary of the Association of all member debts outstanding as of the effective date which debts have arisen out of members' contracts had between the parties thereto in the ordinary course of business. The Secretary shall record such debts. All recorded debts still remaining unpaid at the time of the transfer of the debtor's membership, if allowed by the Board, shall be included in Category 3 of this Rule to be paid pro rata if necessary along with claims under that category, provided such debts are determined by the Board to have arisen out of members contracts had between the parties thereto in the ordinary course of business. The notice to the Secretary shall include the debtor member's acknowledgment of the debt; provided, however, that

any contested debts will be provisionally recorded by the Secretary. (01/01/04)

252.00A Claims Filed by Corporations - Your Rules and Claims and Insolvencies Committees concur in the attorney's opinion that a corporation cannot share in the proceeds of the sale of memberships against which the corporation has filed claims (even claims filed prior to the cancellation of the registration of its officer's membership) after the member has cancelled the registration of his membership for the benefit of the corporation, leaving no other member registered for the corporation. 3R (08/01/94)

252.00B Interpretation of Rule 252(e) - The Rules Committee has interpreted Rule 252(e) as follows:

Where a partnership is the primary or other clearing member for one of its member partners, such partnership may make claims against the proceeds from the sale of such partner's membership under the provisions of Rule 252.00(a) (3) or (4) for trading losses. A partnership may make claims against the proceeds from the sale of a partner's membership under Rule 252.00(a) (5) where such loan had been made exclusively for the purpose of financing the purchase of the partner's membership. (08/01/94)

253.00 Filing Claims - A member to establish his claim and to become entitled to his rights under Rule 252.00 of this Chapter to share in the proceeds of a membership, shall file a statement of his claim during the period specified in Regulation 249.01. Claims if not so filed and allowed by the Board may be paid out of any surplus after all claims allowed by the Board have been paid in full and shall be paid in preference to claims referred to in Rule 252.00(e) of this chapter. 113 (08/01/94)

253.01 Pending Arbitration - In the event an Exchange arbitration action is pending against a member who sells his membership, the entire proceeds from such membership sale shall be reserved and retained by the Exchange towards satisfaction of any resulting arbitration award in accordance with Rule 252.00. However, prior to the arbitration hearing, a selling member whose sale proceeds are being held by the Exchange pending the outcome of an arbitration may make application to the Executive Committee who, upon such application, shall have the discretion to authorize release to the selling member of any of the proceeds in excess of the amount claimed in the arbitration and claims filed pursuant to Rule 252.00. (08/01/94)

255.00 Deceased or Incompetent Member - When a member dies, or when a conservator is appointed for him or his estate, his membership may be disposed of by the Board in accordance with Rule 257.00. If the deceased or incompetent member has neglected to pay assessments, Rule 242.00 shall apply to the disposition of his membership by the Board. 115 (08/01/94)

256.00 Expelled Member - When a member is expelled or becomes ineligible for reinstatement, his membership may be disposed of forthwith by the Board. 116 (08/01/94)

257.00 Disposal of Memberships - The Board may elect to dispose of a membership in accordance with, and as provided by, these Rules, by adopting a resolution to purchase from a member such member's membership (and any associated common stock of CBOT Holdings). The Corporation shall purchase from such member as of the date specified in the resolutions of the Board such membership (and any associated common stock of CBOT Holdings) for consideration equal to the average of the highest bid and lowest offer for the applicable class of membership (and any associated common stock of CBOT Holdings) as reported by the Membership Department as of such date. If there is not both a bid and offer reported for the applicable class of membership (and any associated common stock of CBOT Holdings) as of such date, the consideration shall be equal to the last reported sale price for such class of membership (and any associated common stock of CBOT Holdings). All claims against, or amounts owed by, such member shall be settled in accordance with these Rules prior to the payment of any consideration under this Rule 257.00 to such member.

Ch2 Insolvency

270.00 Insolvency - A member, or any other person with trading privileges, who fails to perform his contracts, is insolvent, or is the subject of petition for bankruptcy, or whose membership is registered for a member firm which fails to perform its contracts, is insolvent, or is the subject of a petition for bankruptcy, shall immediately inform the Secretary in writing that he or his firm or corporation is unable to meet his or its engagements, and prompt notice thereof shall be given to the Association. Subject to the provisions of Regulation 540.06, he shall thereby become suspended from membership until, after having settled with his creditors or the creditors of his firm or corporation, he has been reinstated by the Board.

If a clearing member firm learns that any of the above-specified conditions apply to a member or member firm whose trades it clears, the clearing member firm must also immediately provide written notice thereof to the Secretary, and prompt notice thereof shall be given to the Association. For purposes of this provision, a clearing member firm will be deemed to have learned of such conditions, if a member who is registered for the firm, and is also a general partner of a partnership, an officer or director of a corporation, or a manager of a limited liability company, has actual knowledge thereof.

Nothing in this Rule shall preclude disciplinary action for the violation of any Rule or Regulation of the Association which contributed to the condition for which the person is suspended under this Rule. (06/1/00)

270.01 Restrictions on Operations - The Financial Compliance Committee shall advise the Chairman or Acting Chairman of the Board whenever it appears that a member, registered eligible business organization, wholly-owned affiliate of such member or registered eligible business organization or any other person with trading privileges is insolvent; is failing to meet the minimum capital requirements of the Association and cannot demonstrate its ability to achieve compliance; is in such financial condition that it cannot be permitted to continue in business with safety to its customers, its creditors, or the Association; or such other condition or practice exists which may adversely affect the safety of funds or positions carried for others. Upon the receipt of such advice, the Chairman or Acting Chairman may, subject to the provisions of Regulation 540.06, impose any restriction upon the operations of a member, registered eligible business organization, wholly-owned affiliate or any other person with trading privileges as he deems appropriate in the circumstances, including but not limited to the following:

(a) Restrictions upon the solicitation and or acceptances of new positions or new accounts;

(b) In the case of positions or funds not otherwise protected by law which are carried for the benefit of others, restrictions upon the uses to which such positions or funds may be applied, and

(c) Restrictions upon the carrying of funds or positions of others on an omnibus account basis.

Any member, registered eligible business organization, their wholly-owned affiliates, or persons with trading privileges failing or refusing to comply promptly with a restriction imposed by the Chairman shall be fined, suspended, or expelled by the Board.

Nothing in this Regulation shall preclude disciplinary action for the violation or any Rule or Regulation of the Association which contributed to the condition for which restrictions are imposed under this Regulation. 1794 (04/01/98)

270.02 Procedures for Member Responsibility Actions - (See 540.06) (08/01/94)

270.03 Finality of Disciplinary Decisions and Member Responsibility Actions - (See 540.07) (08/01/94)

271.00 Announcement of Suspension - Whenever a member, registered eligible business organization or any other person with trading privileges has been suspended pursuant to Regulation 540.06, the Secretary shall immediately announce to the Association the suspension of such member, eligible business organization, or other person. If such suspension is modified or rescinded after hearing, the Secretary shall announce the revised action to the membership. 120 (04/01/98)

272.00 Insolvent Member - When announcement is made of a suspension of a member, firm or

corporation pursuant to the Rules and Regulations, members have Exchange contracts with the member, firm or corporation may proceed to close the same on the Exchange or in the best available market, except insofar as the By-Laws and Resolutions of the Clearing House are applicable and provide the method of closing. Should a contract not be closed, as above provided, the price of settlement shall be fixed by the Regulatory Compliance Committee.

Such suspended member, firm or corporation shall upon request of any customer immediately arrange for the transfer of each open position of such customer to such other person, firm or corporation as such customer may designate. 121 (08/01/94)

272.01 Bankruptcy of a Member or Non-Member - Whenever an order for relief under the Bankruptcy Code as defined in Regulation 272.02 is entered for a member, firm or corporation, or for a non-member, members having Exchange contracts with the bankrupt member or non-member may proceed to close the same on the Exchange in accordance with the provisions of Rule 272.00. (08/01/94)

272.02 Deliveries in Bankruptcy Situation -

(a) For purposes of this Regulation:

(i) The term "customer" shall mean any person for whom a member carries an Exchange futures contract except a non-public customer as that term is defined in CFTC Regulation 190.01(bb).

(ii) The term "debtor" shall mean any member with respect to which an order for relief is entered under the Bankruptcy Code.

(iii) The term "order for relief" means the filing of a petition in bankruptcy in a voluntary case and the adjudication of bankruptcy in an involuntary case.

(iv) The term "tender" with respect to a notice of delivery shall mean, in the case of a short clearing member that has presented such a notice to the Clearing Services Provider, the assignment of such notice by the Clearing Services Provider to a long clearing member, and, in the case of a long clearing member, the acceptance by such member of such notice from the Clearing Services Provider if such notice is not transferred by such long clearing member within the time permitted under the Rules of the Association or the Clearing Services Provider.

(b) This Regulation shall apply only in the event and under the circumstances set forth in paragraph (c) hereof, and only in the event that the opposite clearing member referred to in said paragraph (c) is not itself a debtor.

(c) Notwithstanding any provisions of the Exchange Rules or the policies, Rules or Regulations of the Clearing Services Provider to the contrary, the requirements set forth in this paragraph (c) shall apply in the event that any member becomes a debtor, and that at that time such member carries for a customer any Exchange futures contract in the current delivery month with respect to which the underlying physical commodity has not become a part of the debtor's estate on the date of the entry of the order for relief, and with respect to which:

(i) trading has ceased on the date of the entry of the order for relief; or (ii) notice of delivery has been tendered on or before the date of the entry of the order for relief; or

(iii) trading ceases before such futures contract can be liquidated by the trustee of the debtor's estate.

In such circumstances, any customer for whose account such member is holding any such futures contract shall make delivery of and receive payment for, or receive delivery of and make payment for, the physical commodity as required to fulfill such contract directly between the customer and the opposite clearing member identified by the Clearing Services Provider as the party to whom delivery should be made or from whom delivery should be taken by such customer, in accordance with the policies, Rules and Regulations of the Clearing Services Provider. Such opposite clearing member shall receive delivery of and make payment for, or make delivery of and receive payment for, such commodity in accordance with the policies, Rules and Regulations of the Clearing Services Provider; provided, however, that nothing contained herein shall prevent such customer and such opposite clearing member from settling any such contract on such terms as may be mutually agreed upon.

(d) The making or taking of delivery or payment with respect to any futures contract in accordance with paragraph (c) shall discharge in full the obligations of such customer and such opposite clearing member to the debtor and to every other person with respect thereto, but shall not discharge the debtor from any of its obligations with respect to such contract except to the extent that such delivery or payment is made.

(e) Nothing contained in this Regulation shall relieve any customer of its obligation to make or take delivery under any Exchange futures contract for the sole reason that delivery must be made to or taken from a commodity broker which is a debtor. (01/01/04)

273.00 Investigation - Every person suspended under the provisions of Rule 270.00 shall immediately afford every facility required by the Office of Investigations and Audits for the investigation of his affairs, and shall, after the announcement of his suspension, file with the Office of Investigations and Audits a written statement covering all information required by the Office of Investigations and Audits, including a complete list of his creditors and amount owing to each. 122 (08/01/94)

273.01 Insolvency - When the Financial Compliance Committee from any preliminary investigations or otherwise, has reason to suspect that any member of the Association is threatened with insolvency, it shall co-operate with such member, in any feasible manner not contrary to the Rules and Regulations of the Association, to save such member from open and judicial bankruptcy. When this is not practicable, the Committee shall then take such other action as will in its judgment assist in securing a prompt, efficient, and economic administration of the member's assets for the bankrupt, as well as for the members of the Association and customers of such bankrupt, who are creditors. Nothing herein, however, shall authorize such Committee to bind the Association to any pecuniary obligation. 1815 (08/01/94)

274.00 Reinstatement - When a person suspended under the provisions of this Chapter applies for reinstatement, the Secretary shall make notice thereof available to the membership and shall post notice thereof, upon the bulletin board at least fifteen days prior to the consideration by the Board of such application. The applicant shall furnish to said Board the list of his creditors, a statement of the amounts originally owing and the nature of the settlement in each case. The application shall be heard in accordance with Regulation 540.03.

If the applicant fails to receive the approving vote of two-thirds of the members of the Board present, the applicant shall be entitled to be balloted for at two subsequent regular meetings of the Board to be designated by himself; provided, however, that the three ballots to which the applicant shall be entitled, shall be within six months from the date of his suspension, or until such time as the membership is sold, or within such further extended time for settlement as may have been granted by the Board. 124 (05/01/01)

275.00 Suspended or Expelled Member Deprived of Privileges - (See 561.00) (08/01/94)

276.00 Suspended Member-Time for Settlement - If a person suspended under the provisions of this Chapter fails to settle with his creditors and fails to apply for reinstatement within (30) thirty days from the date of his suspension, or within such further time as the Board may grant, or fails to obtain reinstatement as elsewhere herein provided, his membership may be disposed of by the Board in accordance with Rule 257.00.

The Board may, by a two-thirds vote of the members present, extend the time of settlement for periods not exceeding one year each. 123 (06/01/99)

277.00 Discipline During Suspension - (See 562.00) (08/01/94)

278.00 Suspension for Default - Where a member, or any other person with trading privileges, fails or refuses to (a) perform an Exchange contract with (b) pay obligations arising out of such contracts to another member, or (c) pay obligations owed to the Association, the defaulting member, on complaint of the other member or, in the case of a debt owed to the Association, of the Treasurer of the Association, shall, subject to the provisions of Regulation 540.06, be suspended until the contract is performed or the debt satisfied. Registered firms and corporations shall be deemed members under this Rule. Application for reinstatement shall allege, under oath, that all such debts have been discharged, and notice of such application shall be posted on the bulletin board fifteen days prior to the hearing of such application pursuant to Rule 274.00.

Nothing in this Rule shall preclude disciplinary action for the violation of any Rule or Regulation of the Association which contributed to the condition for which the member is suspended under this Rule. 130 (12/01/96)

278.01 Arbitration of Default - If the member alleged to be in default pursuant to Rule 278.00 denies the default, he shall be entitled to have the claim arbitrated. If the claim is admitted or established by a final arbitration award, the defaulting member shall be suspended until he has satisfied and discharged the debts owing to members on Exchange contracts. (08/01/94)

285.01 Financial Questionnaire - Each member, registered eligible business organization or wholly-owned affiliate of such member or registered eligible business organization shall furnish to the Business Conduct Committee or the Financial Compliance Committee, at such times as the Committee may designate, an answer to a financial questionnaire in such form as the Committee may prescribe. 1781 (04/01/98)

285.02 Audits - The Business Conduct or Financial Compliance Committee may require any member, registered eligible business organization or its wholly-owned affiliates carrying margin accounts for customers or transacting business involving the purchase and sale of cash commodities for customers, to cause to be made as of the date of an answer to a financial questionnaire, an audit of his or its assets, liabilities, accounts and affairs, including securities held for safekeeping, in accordance with such audit requirements as may be prescribed by said Committee, and to file with said Committee a statement to the effect that such an audit has been made and that the answers to the questionnaire are in accord therewith.

Such statement shall in the case of any such member of the Association not a partner of a registered partnership, a manager of a registered limited liability company, nor an officer of a registered corporation, be signed by such member. In the case of a registered partnership, such statement shall be signed by two general partners of the partnership, one of whom must be a member of the Association. In the case of a registered corporation, such statement shall be signed by at least two of the bona fide, active executive officers of the corporation, one of whom must be a member of the Association whose membership is registered on behalf of the corporation. In the case of a registered limited liability company, such statement shall be signed by at least two managers of the limited liability company, one of whom must be a member of the Association whose membership is registered on behalf of the limited liability company. In the case of a wholly-owned affiliate of a member, registered partnership, registered limited liability company or registered corporation, such statement must be signed as indicated above, as well as by an active executive officer of the wholly-owned affiliate. The statement must also certify that a copy of it has been made available to each general partner in the case of partnerships, to each of the members of a limited liability company and in the case of corporations each member of the Association whose membership is registered on behalf of the corporation.

The signature of a partner of such partnership, a member of such limited liability company or an officer of such corporation, may be waived by the Committee at the discretion of the Committee.

Such above statement shall in all cases be attested to by the auditors and a copy of the report of the audit signed by the auditors shall be retained as part of the books and records of the member, registered partnership or registered corporation. 1782 (04/01/98)

285.03 Notification of Capital Reductions - Any CBOT clearing member, or firm that has been approved to deliver against a CBOT contract must

> notify the Exchange in writing within two business days of any event or series of events, including any withdrawal, advance, loan or loss that, on a net basis, causes a twenty percent (20%) or more reduction of its net capital, or in the case of a Sole Proprietor clearing member or an agricultural regular firm, its Net Worth as last reported by submission of a financial statement. (01/01/04)

285.04 Restrictions on Operations - (See 270.01) (08/01/94)

285.05 Financial Requirements -

A. All member firms that are registered as Futures Commission Merchants must comply with the requirements set forth in the following CFTC Regulations:

1. 1.10 - Financial reports

a. In addition to the requirements set forth in CFTC Regulation 1.10 each member FCM must:

1. File with the Exchange unaudited monthly financial statements including an unaudited monthly financial statement as of the firm's fiscal year end; and

2. Submit with the certified year-end financial statement a reconciliation between the certified financial statement and the unaudited monthly financial statement as of the firm's fiscal year end; and

3. For all financial statement filings, submit a Statement of Income (Loss) for the period between the date of the most recent financial statement or, at the option of the member, the most recent certified financial statement filed with the Exchange; and

4. Each member FCM must promptly submit to the Exchange, unless specifically exempted, copies of any financial statements (for example, Focus Reports) submitted to any other futures or securities exchange, self-regulatory organization, Clearing Services Provider or federal government agency.

b. Statement Certification and Attestation Requirements:

1. For a member FCM which is a registered partnership, financial report must be signed in a manner as determined by the Exchange (i.e. - electronic or manual) by the individual designated as the Chief Financial Officer (or as having these responsibilities), in accordance with Chicago Board of Trade Regulation 230.03(a), provided that he is a general partner.

2. For a member FCM which is any type of eligible business organization other than a partnership, financial reports must be signed in a manner as determined by the Exchange (i.e. - electronic or manual) by the individual designated as the Chief Financial Officer (or as having these responsibilities) in accordance with Chicago Board of Trade Regulation 230.03(a).

3. An attestation letter must accompany all audited financial reports which are filed with the Exchange, as well as any financial reports which are not filed electronically. The attestation letter must certify that copies of the financial reports must be made available to: (a) each member of the Chicago Board of Trade whose membership is registered for the FCM: (b) each individual designated by the FCM, in accordance with Regulation 230.03(a): and (c) each general partner in the case of a partnership.

4. The signature of the Chief Financial Officer, or the person who has these responsibilities, may be waived by the Exchange, at the discretion of the Exchange. In the event of such waiver, an FCM will be required, in the case of a partnership, to have a general partner sign the financial reports. In the case of any other type of eligible business organization, the FCM will be required to have the Chief Executive Officer sign the financial reports. In either event, this individual must either be a member of the Chicago Board of Trade, or must have been designated by the FCM, in accordance with Regulation 230.03(a).

5. Financial report audited by an independent public accountant must be attested to by the independent public accountant.

6. Financial reports which are filed through Exchange-approved electronic transmission must be accompanied by the CBOT assigned Personal

Identification Numbers (PINS) of the authorized signers. The PIN number will constitute and become a substitute for the manual signature of the authorized signer to the electronically filed financial report. The PIN is a representation by the authorized signer that, to the best of his or her knowledge, all information contained in the statement being transmitted under the PIN is true, correct and complete.

7. The unauthorized use of a CBOT assigned Personal Identification Number for electronic attestation by an unauthorized party is forbidden.

2. 1.12 - Maintenance of minimum financial requirements by futures commission merchants; and

3. 1.16 - Qualifications and reports of accountants; and

4. 1.17 - Minimum financial requirements for futures commission merchants and introducing brokers; and

5. 1.18 - Records for and relating to financial reporting and monthly computation by futures commission merchants; and

6. 1.20 through 1.30 - Customers' Money, Securities, and Property; and

7. 1.32 - Segregated account; daily computation and record; and

8. 30.7 - Treatment of foreign futures or foreign options secured amount.

Notwithstanding the foregoing requirements, the CBOT may impose additional accounting, reporting, financial and/or operational requirements as determined necessary.

B. Each non-FCM Clearing Member firm must file with the Exchange a certified year-end financial statement within 90 days of the firm's year end. In addition, such a firm is also required to file, within 45 days of the statement dates, unaudited quarterly financial statements for each of the three quarters that do not end on the firm's year end.

C. Sole Proprietor Clearing Members must file with the Exchange unaudited quarterly financial statements within 45 days of the statement dates.

D. For firms that are regular to deliver agricultural products see Appendix 4E.

E. For firms that are regular to deliver Rough Rice see Appendix 37D.

In addition, any FCMs, Non-FCMs, or Sole Proprietors who are CBOT Clearing Members must comply with any additional minimum financial requirements or financial statement filing requirements imposed on such members by the Exchange, or by the Clearing Services Provider, pursuant to a Clearing Services Agreement.

Exchange staff may grant exceptions to the financial requirements imposed by this Regulation, unless required by the Commodity Futures Trading Commission, for good cause, if it is determined that such exceptions will not jeopardize the financial integrity of the Exchange, or the Clearing Services Provider, as applicable. (10/01/03)

285.08 Financial Arrangements - Each member who makes an arrangement to finance his transactions must identify to the Exchange the source of the financing and its terms. The Exchange must be informed immediately of the intention of any party to terminate or change any such arrangement. (12/01/94)

285.09 Trading Associations - Each member who makes an arrangement to be on the floor of the Exchange for the purpose of making discretionary trading decisions and executing discretionary trades for a firm must ensure that the firm is registered as a member firm of the Exchange. (11/01/03)

286.00 Trades of Non-Clearing Members - On the first business day of each month each clearing member who is creditor of any member as a result of debts related to the conduct of business as a broker, trader or commission merchant shall report to the Business Conduct Committee the name of each member whose unsecured indebtedness to him is in the amount of five thousand dollars ($5,000) or more. The Business Conduct Committee is authorized to furnish to any clearing member,

on written request, the names of all members or member firms, to whom a specified member is indebted as reported hereunder, and the names of members and member firms as reported pursuant to Rule 252.00(h).

The phrase "unsecured indebtedness" as used in the rules means the amount of indebtedness in excess of collateral security valued in accordance with the provisions of paragraph 3 and 4 of Regulation 431.02.

Failure of a member or member firm to report such indebtedness may be considered to be an act detrimental to the interest or welfare of the Association under the provisions of Rule 504.00 and may be relied on by the Board of Directors in deciding not to allow a claim for such indebtedness under Rules 252.00 and 253.00. (08/01/94)

287.00 Advertising - No member shall publish any advertisement of other than strictly legitimate business character. 604 (08/01/94)

Ch2 Membership Interests

290.00 Market Categories - Each existing and prospective futures contract and options contract traded on the Exchange shall be listed in one of the following four market categories: Agricultural and Associated Market (AAM), Government Instruments Market (GIM), Index, Debt and Energy Market (IDEM), and Commodity Options Market (COM). The Board shall provide for the initial listing of such futures contracts and options contracts by adopting Regulations and may alter any such listing by amending these Regulations. No such listing shall affect any of the rights of full or associate members or other persons with trading access, except as may be specifically provided for herein. (08/01/94)

290.01 Agricultural and Associated Market (AAM) - The AAM consists of the following futures contracts: soybeans, soybean meal, soybean oil, oats, wheat, corn, anhydrous ammonia, diammonium phosphate, barge freight rate index, FOSFA International Edible Oils Index, sunflower seeds, catastrophe insurance and rough rice. (09/01/01)

290.02 Government Instruments Market (GIM) - The GIM consists of the following futures contracts: U.S. Treasury Bonds, U.S. Treasury Notes (6-10 years), U.S. Treasury Notes (5 years), U.S. Treasury Notes (2 years), Long Term and Medium Term Agency (Fannie Mae(R) Benchmark and Freddie Mac Reference) NotesSM, Mortgage, Inflation-Indexed U.S. Treasury Bonds, Long-Term Inflation-Indexed Treasury Notes, Medium-Term Inflation-Indexed Treasury Notes, German Government Bonds, Canadian Government Bonds (10 year), Cash Settled U.S. Treasury Notes (2 years), Zero Coupon Treasury Bonds, Zero Coupon Treasury Notes, U.S. Treasury Bills (90 days), Long-Term Japanese Government Bonds, Mortgage-Backed 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, GNMA-CDR, Domestic CDs, Treasury Repos (30-day and 90-day) (when designated) Bund, Bobl, Schatz and When-Issued 2-Year U.S. Treasury Note. (05/01/04)

290.03 Index, Debt and Energy Market (IDEM) - The IDEM consists of the following futures contracts: 30-Day Fed Fund, Portfolios (when designated), Stock Indexes, CBOT Dow Jones - AIG Commodity Index(SM), CBOT X-Fund, Corporate Bond Index, Commercial Paper (30 days), Commercial Paper (90 days), Municipal Bonds (when designated), 10-Year Municipal Note Index, Municipal Bond Index, Eurodollars, Crude Oil (when designated), Leaded Gasoline (when designated), Unleaded Gasoline (when designated), Heating Oil (when designated), Silver, Gold, Gold Coins (when designated) Plywood, Structural Panel Index, CBOT U.S. Dollar Composite Index, CBOT Argentina, Brazil and Mexico Brady Bond Indexes, U.S. Treasury Yield Curve Spread, ComEdTM and TVA Hub Electricity. (11/01/02)

290.04 Commodity Options Market (COM) - The COM consists of the following options contracts: U.S. Treasury Bond Futures Options and all other options that are listed for trading by the Exchange. (08/01/94)

291.00 GIM Membership Interest - A GIM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the GIM pursuant to Regulation 290.02. In addition, the holder of a GIM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may members, but only with respect to contracts traded in the GIM. An eligible business organization may own a GIM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such GIM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the GIM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns a GIM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) A GIM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) GIM Membership Interest holders, annually, may elect a Committee consisting of 11 GIM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) In the event of full liquidation of the Association, the holder of a GIM Membership Interest shall

share in the proceeds from dissolution in an amount equal to eleven percent (.11) of a full member's share. No holder of a GIM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No GIM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of a GIM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each GIM Membership Interest held.

(F) Each GIM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No GIM Membership Interest may be registered on behalf of an eligible business organization.

(G) Each person who seeks to purchase or be delegated a GIM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of a GIM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a GIM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of GIM Membership Interests from any such duty or obligation which is incompatible with, or in conflict with or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of GIM Membership interest and GIM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder. (04/01/98)

292.00 IDEM Membership Interest - An IDEM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the IDEM pursuant to Regulation 290.03. In addition, the holder of an IDEM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may full members, but only with respect to contracts traded in the IDEM. An eligible business organization may own an IDEM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such IDEM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the IDEM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns an IDEM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) An IDEM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) IDEM Membership Interest holders, annually, may elect a Committee consisting of 11 IDEM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) In the event of full liquidation of the Association, the holder of an IDEM Membership Interest shall share in the proceeds from dissolution in an amount equal to one-half of one percent (.005) of a full member's share. No holder of an IDEM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No IDEM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of an IDEM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each IDEM Membership Interest held.

(F) Each IDEM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No IDEM Membership Interest may be registered on behalf of a eligible business organization.

(G) Each person who seeks to purchase or be delegated an IDEM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of an IDEM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a IDEM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties and obligations imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of IDEM Membership Interests from any such duty or obligation which is incompatible with, or in conflict An eligible business organizationith or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of IDEM Membership Interest and IDEM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder. (04/01/98)

293.00 COM Membership Interests - A COM Membership Interest is a personal right, which shall entitle the holder thereof to trade as principal and broker for others in all contracts listed in the COM pursuant to Regulation 290.04. In addition, the holder of a COM Membership Interest may communicate from the Floor of the Exchange with persons not on the Floor of the Exchange in the same manner as may full members, but only with respect to options contracts traded in the COM. An eligible business organization may own a COM Membership Interest on behalf of an individual nominee who is a full-time employee of the eligible business organization, provided that the Membership Committee determines that such COM Membership Interest is needed by the eligible business organization to carry on its business at the Association and that all rights and obligations of the COM Membership Interest shall remain the exclusive responsibility of the individual nominee. An eligible business organization which owns a COM Membership Interest may transfer it from one nominee to another individual employee of the eligible business organization who has been duly approved for membership subject to the provisions of Regulation 249.01(b).

(A) A COM Membership Interest shall not carry any voting rights on any matter which is the subject of a ballot vote of the general membership.

(B) COM Membership Interest holders, annually, may elect a Committee consisting of 11 COM Membership Interest holders, including a Chairman thereof. The Chairman of this Committee shall be liaison to the Chairman of the Board.

(C) Upon the inception of options trading on the Exchange, and in the event of full liquidation of the Association, the holder of a COM Membership Interest shall share in the proceeds from dissolution in an amount equal to one-half of one percent (.005) of a full member's share. No holder of a COM Membership Interest shall have the right to share in any other distribution made by the Association.

(D) No COM Membership Interest shall carry with it the attributes of membership in the Association under the Fifth Article of the Certificate of Incorporation of the Chicago Board Options Exchange.

(E) Each holder of a COM Membership Interest shall be responsible for paying all dues, fees and assessments that are applicable to full memberships for each COM Membership Interest held.

(F) Each COM Membership Interest may be sold or delegated according to the Rules and Regulations applicable to the sale and delegation of full and associate memberships. No COM Membership Interest may be registered on behalf of an eligible business organization.

(G) Each person who seeks to purchase or be delegated a COM Membership Interest shall make application according to the Rules and Regulations governing applications for full and associate membership. Each such applicant shall be considered eligible to assume the rights and obligations of a COM Membership Interest according to the procedures and standards that apply to full and associate members, as set forth in the Rules and Regulations.

(H) Each holder of a COM Membership Interest shall be subject to all Rules and Regulations of the Association including all specific duties imposed on such holders by the Rules and Regulations, as well as those duties and obligations imposed upon members or other approved persons under the Rules and Regulations; provided however, the Board may exempt holders of COM Membership Interests from any such duty or obligation which is incompatible with, or in conflict with or unrelated to the duties performed by them. All references to "members" and "membership" in the Rules and Regulations shall apply with equal force to holders of COM Membership Interest and COM Membership Interests, respectively, unless superseded or specifically negated by this Rule or by Rule 290.00 or Rule 294.00 or the Regulations thereunder.

(I) Upon the effective date of any termination of commodity options trading by the Commodity Futures Trading Commission, all rights and privileges specified in this Rule shall automatically expire and become null and void. (04/01/98)

293.01 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Treasury Bond futures, Long-Term Municipal Bond Index futures, Short-Term Treasury Note futures, Medium-Term Treasury Note futures or in Long-Term Treasury Note futures from the Treasury Bond options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.02 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean futures from the Soybean Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.03 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Corn futures from the Corn Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.05 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Long-Term Treasury Note futures, Long-Term Municipal Bond Index futures, Medium-Term Treasury Note futures, Short-Term Treasury Note futures or in U.S. Treasury Bond futures from the Long-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.06 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Long-Term Municipal Bond Index futures, Long-Term Treasury Note futures, Medium-Term Treasury Note futures, Short-Term Treasury Note futures or in U.S. Treasury Bond futures from the Long-Term Municipal Bond Index Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.07 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Wheat futures from the Wheat Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.08 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean Meal futures from the Soybean Meal Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.09 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Soybean Oil futures from the Soybean Oil Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.10 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Short-Term Treasury Note futures, Medium-Term Treasury Note futures, Long-Term Treasury Note futures, Long-Term Municipal Bond Index futures or in U.S. Treasury Bond futures from the Short-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.12 IDEM Membership Rights - Holders of IDEM Membership Interests shall be permitted to transmit orders verbally, by hand signals or in writing to brokers in U.S. Treasury Bond futures, Long- Term Treasury Note futures, Short-Term Treasury Note futures, or Medium-Term Treasury Note futures from the Municipal Bond Index futures pit, provided that such orders are for hedge purposes only. (08/01/94)

293.14 AM and COM Membership Rights - Holders of Associate Memberships and COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Oat futures from the Oat Options trading pit provided that such orders are for hedge purposes only. (08/01/94)

293.15 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, or in writing to brokers in the underlying Medium-Term Treasury Note futures, Short-Term Treasury Note futures, Long-Term Municipal Bond Index futures, Long-Term Treasury Note futures or in U.S. Treasury Bond futures from the Medium-Term Treasury Note Options trading pit provided that such orders are for hedge purposes only. (09/01/97)

293.16 IDEM Membership Rights - Holders of IDEM Membership Interests shall be permitted to transmit orders verbally., by hand signals, in writing, or by any other means deemed acceptable by the Board to brokers in options on CBOT(R) Dow Jones Industrial AverageSM Index futures, from the CBOT(R) Dow Jones Industrial AverageSM Index futures trading pit, provided that such orders are for hedge purposes only. (11/01/97)

293.17 COM Membership Rights - Holders of COM Membership Interests shall be permitted to transmit orders verbally, by hand signals, in writing, or by any other means deemed acceptable by the Board to brokers in CBOT(R) Dow Jones Industrial AverageSM Index futures, from the CBOT(R) Dow Jones Industrial AverageSM Index options trading pit, provided that such orders are for hedge purposes only. (11/01/97)

Transfer Restrictions on GIM Memberships / One-Half Associate Memberships-At the Effective Time, each GIM Membership and one-half Associate Membership shall be subject to the restrictions, conditions and limitations set forth below.

(1) Non-Transferred GIM Memberships. Except as otherwise provided below, a holder of a GIM Membership that has not been sold or transferred prior to the Effective Time ("Non-Transferred GIM Memberships") may continue as a GIM Membership holder following the Effective Time with all the privileges and obligations such Membership entails. However, in the event that any Non-Transferred GIM Membership is sold or transferred after the Effective Time, such Non-Transferred GIM Membership shall be treated as a Transferred GIM Membership (as defined in clause (2) below). This limitation shall not apply when (x) the transferor is the estate of a deceased Non-Transferred GIM Membership holder and the transferee is the decedent's spouse and (y) the Non-Transferred GIM Membership has not already been transferred pursuant to this sentence.

Furthermore, a member firm may assign any GIM membership that it owns to two consecutive nominees following the nominee who was assigned such Membership as of January 26, 1986, and still retain the status of such membership as a Non-Transferred GIM Membership.

(2) Transferred GIM Memberships/One-Half Associate Memberships. One-half Associate Memberships and Non-Transferred GIM memberships that have been sold or transferred after the Effective Time in a manner other than as permitted in clause (1) above (collectively, "Transferred GIM Memberships") shall not be permitted to exercise the trading rights and privileges associated with the GIM Memberships.

None of the foregoing shall preclude the holders of Transferred GIM Memberships or Non-Transferred GIM Memberships from exercising their right to convert their GIM Membership into an one-half Associate Membership and to exchange two one-half Associate Memberships in exchange for an Associate Membership in accordance with the terms of Article IV D.3 of the Certificate of Incorporation.

Non-Transferred GIM Membership holder and the transferee is the decedent's spouse and (y) the Non-Transferred GIM Membership has not already been transferred pursuant to this sentence.

(2) Transferred GIM Memberships/One-Half Associate Memberships. One-half Associate Memberships and Non-Transferred GIM memberships that have been sold or transferred after the Effective Time in a manner other than as permitted in clause (1) above below (collectively, "Transferred GIM Memberships") shall not be permitted to exercise the trading rights and privileges associated with the GIM Memberships; provided that Transferred GIM Memberships shall retain the right to be converted into a one-half Associate Memberships, but shall have no further rights or privileges associated with the GIM Membership. Except as set forth below, Transferred GIM Memberships shall carry no privileges of a Membership, including but not limited to trading and voting privileges.

None of the foregoing shall preclude the holders of Transferred GIM Memberships or Non-Transferred GIM Memberships from exercising their right to convert their GIM Membership into an one-half Associate Membership and to redeem two one-half Associate Memberships in exchange for an Associate Membership.

Interpretation - The Board of Directors adopted the following on April 17, 1990 as a formal rule interpretation which confirms established Exchange practice:

"A person shall achieve Full Membership status (i.e. - Full Membership voting rights and trading privileges) only through the purchase of a Full Membership.

The foregoing shall not affect the existing Exchange provisions for the delegation, member firm transfer, or intra-family transfer of Full Memberships." (08/01/94)

Chapter 3
Exchange Floor Operations and Procedures

Chapter 3
Exchange Floor Operations and Procedures

Ch3 Exchange Halls

300.00 Exchange Halls - The Board shall provide Exchange Halls which shall be open for trading during such hours as the Board of Directors shall designate. For the purpose of Exchange rules, Exchange Halls may be deemed to include an approved automated order entry facility. Complete jurisdiction over the Exchange Halls, all parts of the building and any automated systems of the Association is vested in the Board. 69 (08/01/94)

301.00 Admission to the Floor - No one but a member shall make any transaction or execute orders in securities or commodities traded in or upon the Floor of the Exchange. No one but a member shall be admitted to the Floor of the Exchange, except as provided by Regulations adopted by the Regulatory Compliance Committee. 259 (08/01/94)

301.01 Non-Members - No non-member shall be admitted to the Floor of the Exchange except as provided in this Chapter 3. Persons not wearing a valid badge shall not be admitted to the floor of the Exchange. 1370 (08/01/94)

301.02 Guest Badges - The Safety and Security Department may, upon application of a member, issue a badge to a guest of the Exchange or, upon its own initiative, issue a badge to a guest permitting access to the floor of the Exchange. 1371 (08/01/94)

301.03 Guests - All guests of a member shall be accompanied by a member while on the Exchange Floor and shall obey all Rules and Regulations respecting floor conduct established herein for members. Members shall be responsible for all violations of the Chicago Board of Trade Rules and Regulations committed by their guests and for resulting fines. 1372 (08/01/94)

301.04 Press - Annual courtesy cards to the Press, permitting admission to the Exchange Hall, may be issued and recalled by the written authorization of the Communications Department. 1373 (08/01/94)

301.05 Floor Clerks - With the prior approval of the Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, a non-member employee of a member or member firm registered under Rule 230.00 may be admitted to the Exchange Floor upon the payment by the employer of such periodic fees as may be established by the Finance Committee. No floor clerk shall be permitted to enter the Exchange Floor without a badge. Floor clerks may perform only such services and other clerical, telephone and informational duties as may be specifically permitted by the Regulatory Compliance Committee. (See Appendix 3B.)

Floor clerks are strictly prohibited from soliciting orders. Floor clerks may not be registered as an Associated Person except as provided in Regulation 301.07. They may communicate orders to the pit from their position or communications instrument by use of hand signals or verbal notification. When communicating orders in either fashion, a record must immediately be made and time-stamped in accordance with Regulation 465.01.

Floor clerks are not permitted to run on the Exchange Floor or in the corridors of the building and shall at all times maintain decorum. The Floor Conduct Committee may recall floor clerk badges for cause and may exclude from the Floor any non-member employee of any member.

The responsibility of conduct and appearance of employees on the Exchange Floor shall be that of the member employer.

Notwithstanding Rule 420.00, nonmembers holding a Floor Clerk badge or a Broker Assistant badge shall not have any interest whatsoever in a commodity futures or commodity options account which contains positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange. No member or member firm may jointly hold such an account with a nonmember Floor Clerk or Broker Assistant, and no member firm may accept or carry any such account in which a nonmember Floor

Clerk or Broker Assistant holds any interest. Provided, however, that the following shall apply to any person who has Associate Membership, Membership Interest, or permit holder status on the Exchange or Membership status on the MidAmerica Commodity Exchange and who also holds a Floor Clerk or Broker Assistant badge:

Such person shall not trade for, or carry in his account or an account in which he has any interest, any positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange except for those contracts which he is entitled to trade as principal or broker for others by virtue of his Membership, Membership Interest or permit holder status as referenced above. However, a Member, Membership Interest Holder or permit holder who holds a Broker Assistant badge, and who stands in an area designated for broker assistants outside of a financial futures or financial options pit, may carry in his account or an account in which he has an interest, any positions in contracts traded on the Exchange or the MidAmerica Commodity Exchange, provided that the orders for such positions are placed through the normal customer order flow process.

These provisions shall not be interpreted to prohibit an individual from being employed as a Floor Clerk or a Broker Assistant simply because another family member is a member of the Exchange who trades for his or her own personal account, whether such individual is employed by the family member or by another member. However, Floor Clerks and Brokers Assistrants are strictly prohibited from initiating trades or advising on the initiation of trades for a family member's account or any other account.

Violations of this Regulation shall be cause for suspension or revocation of a person's floor access privileges and for suspension or expulsion of his employer, or such other action as the Floor Conduct Committee may deem appropriate, in accordance with the applicable procedures set forth in Chapter 5. In the event a floor clerk is registered as an Associated Person in violation of this Regulation, after notice and for good cause shown, the Floor Conduct Committee may cause such floor clerk's floor access keycard to be immediately deactivated and take whatever other disciplinary action it deems necessary consistent with this Regulation. Upon termination of the Associated Person status, a floor clerk's keycard may be reactivated.

A non-clearing member holding a Floor Clerk or Broker Assistant badge shall be required to notify his Primary Clearing Member, as defined in Rule 333.00, of the name, address and immediate supervisor of the member or member firm by whom he is employed as a Floor Clerk or Broker Assistant. Upon a Primary Clearing Member's revocation of clearing authorization in accordance with Rule 333.00(c), the Primary Clearing Member immediately shall give written notice to the member or member firm who employs a non-clearing member as a Floor Clerk or Broker Assistant that the non-clearing member's clearing authorization has been revoked. A non-clearing member holding a Floor Clerk or Broker Assistant badge shall be denied floor access privileges upon the revocation of clearing authorization by his Primary Clearing Member. The floor access privileges of a non-clearing member who holds a Floor Clerk or Broker Assistant badge may be reinstated upon the filing of a release with the Member Services Department by the non-clearing member's Primary Clearing Member in accordance with Rule 333.00(d). (04/01/97)

301.06 Floor Access by Annual Election Candidates and Non-Member (Public) Directors -

The following are permitted physical access to the Floor of the Exchange:
a) Candidates in the current year's Annual Election who:

- Have been nominated either by the Nominating Committee or by petition pursuant to Rule 102.00; and

- Do not already have Exchange Floor access by virtue of a membership privilege.

b) Non-member (public) Directors on the Association's Board.

Individuals who are admitted to the Exchange Floor pursuant to this regulation shall not be authorized thereby to execute trades or to perform any other functions which are reserved to members or clerks on the Exchange Floor. (06/01/00)

301.07 Floor Clerk-Special Badges - The Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, may issue special badges authorizing non-member employees of

members or member firms to perform the duties of a "Floor Clerk" as defined in Regulation 301.05. Such authorization shall be for a specific period not to exceed two weeks. The Member Firm Staff Services Department shall maintain proper records of these authorizations.

When such non-member employees are Associated Persons, such authorization may be granted for a specific period not to exceed three business days but only if the employer demonstrates to the satisfaction of the Floor Conduct Committee, or designated staff pursuant to delegated authority, that it temporarily lacks enough available Floor Clerks to meet its business needs. No particular employee can be so authorized for more than three days in any calendar month. Applicants for membership may be issued special badges by the Exchange Services Department for a period of ten business days. (08/01/94)

301.08 Trainee Non-Members - The Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, shall, upon written request signed by a member and directed to the Secretary, issue badges to trainee non-member employees of members or member firms, authorizing admission of such trainees to the Exchange Hall. Such authorization shall be limited to a thirty-day period as to any trainee and no member or member firm shall be allowed to have more than one trainee on the Exchange Floor at any one time. Trainees may perform the duties of a "Floor Clerk" as defined in Regulation 301.05. The member or member firm which is the employer of the trainee shall be responsible for his conduct while he is on the Floor. The Member Firm Staff Services Department shall maintain proper records of these authorizations. No member or member firm shall use the provisions of this Regulation to avoid the purchase of a membership. 1377 (08/01/94)

301.10 Twenty-Five Year Member - When a member who has been a member for twenty-five years or more transfers his Membership privilege or delegates the rights and privileges of his Membership under Rule 221.00, said member shall be issued an Honorary Membership Badge by the Secretary's Office which will entitle the former member to access to the Trading Floor (with the exception of the Trading Pits), and to remain on the Association's mailing lists. 1379 (11/01/94)

301.11 AP - With the prior approval of the Floor Conduct Committee, or designated Exchange staff pursuant to delegated authority, an Associated Person and an applicant for membership may be admitted to the Floor of the Exchange for the limited purpose of observing various Floor activities of the members and other privileged non-members who have been allowed access to the Floor. Such admittance shall be limited to a period of two weeks (ten business days). 1380 (08/01/94)

301.12 Membership Floor Access Badges - Any member, membership interest holder or delegate whose floor access trading privileges have been revoked, suspended or lawfully discontinued for any reason must return the floor access membership badge and access card to the Member Services and Member Firm Staff Services Department within 30 days from the termination of floor access privileges. Any failure to comply with this Regulation will be referred to the Floor Conduct Committee.

Willful possession of a membership floor access badge or access cards by anyone not then entitled to the privileges of that membership shall be an act detrimental to the Association. (09/01/00)

305.00 Exchange Floor Fines - (See 519.00) and (See 520.00A) (08/01/94)

310.00 Time and Place for Trading - Dealings upon the Exchange shall be limited to the hours during which the Exchange is open for the transaction of business, and no member shall make any transaction in securities with another member except at the post designated for the particular security in which the transaction is made and no member shall make any transaction for future delivery of a commodity except in the pit assigned to trading in such commodity, except as provided in Regulations 331.05, 444.01, 444.03, and Chapter 9B. No member shall make, in the rooms of the Association, a transaction with a non-member, in any commodity or in any security admitted to dealing on the Exchange; but this Regulation shall not apply to transactions with an employee of the Association or of the Clearing Services Provider engaged in carrying out arrangements approved by the Regulatory Compliance Committee to facilitate the borrowing and lending of money. 258 (01/01/04)

310.01 Access to Trading Pit - Trading in any commodity or option thereon shall be limited to an area specified by the Exchange Services Department. Non-members shall not be authorized to enter the trading areas except as otherwise provided in the Rules and Regulations. (08/01/94)

311.00 Hours for Trading - (See 1007.00) (08/01/94)

311.00A Hours for Trading - Your Rules and Floor Committees have given careful consideration to reports of trading outside of the hours prescribed and recommend enforcement of Rule 1007.00. We feel that disciplinary action is warranted on any infractions.

Strict observance of the above requires that after the closing bell no orders should be transmitted to the Floor, nor should any orders be accepted by brokers for filling, nor should any public wire orders be sent to the pit,-all such being reported back to senders 'received too late, market closed.'

All members should caution clients who want orders filled on or near the close to enter such orders to be filled 'about the close,' so that the broker may handle them properly. On the last trading day of a current month it is essential that all orders to close contracts reach the traders in sufficient time to permit filling without congestion.

Members who trade the options underlying the Soybean Meal, Soybean Oil, Oat and Silver Futures markets may enter futures orders during the respective futures markets' "closing call rotations" providing that the futures orders are entered for the purpose of hedging an option position. 13R (04/01/99)

312.01 Holidays - The following days are declared to be holidays, to wit: New Year's Day (January 1), Martin Luther King, Jr. Day (3rd Monday in January), Washington's Birthday (3rd Monday in February), Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25).

When any such holidays fall on Sunday, the Monday next following shall be considered such holiday. When any such holidays fall on Saturday, the Friday immediately preceding shall be considered such holiday. 1937 (12/01/99)

313.00 Sundays or Holidays - When a contract in commodities matures on Sunday, or on a holiday, performance thereof shall be made on the preceding business day. 256 (08/01/94)

320.02 Wire and Other Connections - The privilege of telephonic or other wire connection between the office of a member and the Exchange shall not be enjoyed as a right of the member, but shall rest in the discretion of the Exchange.

The Exchange, in its discretion may grant or withhold such privilege from a member, and, in its discretion, without being obliged to assign any reason or cause for its action, may disconnect or cause to be disconnected any apparatus or means for such communication or may deprive any member of the privilege of using any public telephone or means of communication installed by the Exchange for the use of members. This Regulation shall not apply to wire or other connections relating to the Exchange's e-cbot system. 1031 (09/01/00)

320.03 Decisions of Exchange - Every decision of the Exchange, whereby a member is deprived of any such privilege, shall be immediately posted upon the bulletin board in the Exchange, and every member shall be deemed to have notice thereof.

No member shall, after such notice shall have been posted directly or indirectly furnish to the member named therein any facilities for communication between the office of the member so named and the Floor of the Exchange or between the office of the member so named and the office of any other member. 1032 (10/01/94)

320.04 Consent Required for Wires - No member shall establish or maintain wire connection of any description whatsoever or permit wireless communication between his office and the office of any nonmember corporation, firm, or individual transacting a banking or brokerage business, without having first obtained the approval of the Exchange therefor.

The applications for such connections or means of communication shall be in a form prescribed by the Exchange.

The use of public telephone or telegraph service in such manner as to amount to private connection shall be deemed to be within this Regulation. 1033 (08/01/94)

320.05 Registration with Exchange - Every such means of communication shall be registered with the Exchange, together with the telegraphic, telephonic, or wireless calls used in connection therewith; the Exchange may make such requirements governing said matters as it shall deem necessary or desirable. 1034 (08/01/94)

320.06 Notice of Discontinuance of Communications - Notice of the discontinuance of any such means of communication shall be promptly given to the Exchange; and the Exchange shall have power, at any time in its discretion, to order any such means of communication discontinued.

No such communication shall be other than by means of a wire or wireless system approved by the Exchange. 1035 (08/01/94)

320.07A Telephones - Exchange policy permits direct telephone communications to the Trading Floor from the members or member firms to the table or booth of a clearing member on the Trading Floor. 34R (08/01/94)

320.08 Conduct of Private Offices - The Exchange is empowered to examine into the conduct of all private offices or places of business receiving the continuous market quotations of the Association, and, in such places where the Exchange shall deem the continuance of such service detrimental to the best interests of this Association, the Exchange shall forthwith order a discontinuance of the quotations and shall report the facts immediately to the Finance Committee, which shall take whatever further action is necessary to uphold the good name and dignity of this Association. 1040 (08/01/94)

320.09 Telephone Wires and Television - No member of this Association shall, by messenger, signal, telephone, telegraph, or any other means whatsoever, convey or transmit continuously the market quotations from the Floor of the Exchange to any person, firm, or corporation located off the Floor of the Exchange, except with the permission and pursuant to the requirements of the Exchange. This does not prohibit ordinary conversation where dissemination of quotations is not contemplated.

Such permission for telephone wires, if granted, shall be subject to charges as prescribed by Regulation 320.13. Such permission for closed-circuit television, if granted, shall be subject to charges as may be prescribed by the Finance Committee. 1041 (08/01/94)

320.12 Radio Broadcasting -

(a) No member, firm, corporation or employee thereof shall transmit, by any kind of radio service, any market quotations, either securities, futures, cash grain on spot or to arrive, or any market information or gossip without the approval of the Exchange.

(b) No quotations except those prevailing at the opening of the market; and at each thirty minutes thereafter; and at the close of the market, may be used for broadcasting.

(c) Radio broadcasting stations must name the periods at which the quotations prevailed and designate them as furnished by the Board of Trade of the City of Chicago.

(d) No member, firm, corporation, or employee thereof shall in any manner claim or be given credit for furnishing information for radio service, except as provided in section (c) of this Regulation.

(e) Upon application, the Exchange may grant permission to individuals, firms, corporations, or employees thereof, to furnish the quotations of this Association to radio stations. The name of the individual, firm, corporation, or employees thereof, may be mentioned at the beginning and at the end of each period at which quotations are broadcast. In case there is more than one request to furnish this service at any location, the Exchange may divide the time equally upon a yearly basis. 1044 (08/01/94)

320.13 Commodity and Commodity Option Quotations - The transmission by private wire or other means of market quotations of any commodity or commodity option made on the Exchange shall be subject to the approval and control of the Exchange. Such quotations shall include all bids, asks, and market prices of any commodity or commodity option traded on the Exchange each business day between the opening of trading in such commodity or option and until thirty minutes after the close of such trading. Such quotations constitute valuable property of the Board of Trade which are not within the public domain. The transmission and receipt of such quotations shall be subject to such conditions, including the payment of applicable fees, as the Exchange shall impose. Failure to comply with such conditions shall subject any member receiving or distributing such quotations to disciplinary action including suspension from the Association. (08/01/94)

320.14 Transactions Made at other than Current Market - Transactions made at a price above that at which the same futures contract or options series is offered, or below that at which such futures or options contract is bid, are not made at the current market price for such futures or options contracts and shall be disallowed by the action of any two members of the relevant Pit Committee. If so disallowed, such transactions shall not be reported or recorded by the Exchange or, if already reported, shall be cancelled. A determination on whether a price(s) should be disallowed must be made within 10 minutes after the Pit Committee has been notified that the price has been called into question, otherwise the quote(s) in question must stand. A determination pursuant to this Regulation to disallow a transaction shall be final. (05/01/97)

320.15 Market Quotations - The reporter in each pit shall be the judge of what constitutes a proper range of quotations to be sent out, subject to the supervision of the Pit Committee in the respective pits.

Quotations sent out must be based on transactions made in the open market. The term "open market" means a bid or an offer openly and audibly made by a public outcry and in such a manner as to be open to all members in the pit at the time.

It is not permissible for members to reform a trade by changing the price at which orders have been filled, nor to report as filled orders that have not been filled. Any quotations based on a transaction made in the open market, already distributed or sent out over the wire, shall not be cancelled except as provided by Regulations 320.17, 320.18 and 320.14. (08/01/94)

320.16 Fast Quotations - Whenever price fluctuations in the pit(s) are rapid and the volume of business is large, the pit reporter, upon authorization of the Pit Committee Chairman or his designated representative from the Pit Committee, shall cause the "FAST" symbol to be used in conjunction with

all Exchange quotation displays and records. (The "FAST" symbol shall be abbreviated "F" when used on Exchange quotation and display devices.) The Pit Committee shall determine at what time "FAST" market conditions began and terminated. When a market is designated "FAST", the Pit Reporter shall endeavor to activate a "FAST" market indicator clearly visible to the entire trading floor.

All prices in the range between those quoted immediately prior to and immediately following the "FAST" market designation are considered officially quoted whether or not such prices actually appear as trades on Exchange quotation displays and records. There shall be no discontinuances.

The consequence of "FAST" market conditions is that a penetrated limit order may not be able to be executed at the specified limit price.

In the event that a dispute arises concerning the execution of an order, the fact that a market was designated "FAST" shall constitute evidence that market conditions were rapid and volatile. A "FAST" designation does not nullify or reduce the obligations of the floor broker to execute orders with due diligence according to the terms of the order. Trading activities which violate the Rules and Regulations of the Exchange remain violations under "FAST" market conditions. (08/01/94)

320.17 Authority of Pit Committees over Quotation Changes and Insertions -

(a) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may change an opening range only within 30 minutes after the opening of the commodity.

(b) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may change a closing range only within 15 minutes after the closing of the commodity.

(c) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may authorize the insertion of a quotation which affects a high or low at any time prior to 15 minutes after the closing of the commodity.

(d) The Pit Committee Chairmen, Vice Chairmen or their Pit Committee designees may authorize any quotation change or insertion which does not affect an open, high, low or close at any time prior to the opening of the commodity on the next business day.

No Pit Committee member may authorize any quotation change, insertion or cancellation, if such individual has a personal or financial interest in such change, insertion or cancellation.

All quotation changes, insertions, or cancellations must be authorized by at least two Pit Committee members. However, if there is only one Pit Committee member who does not have a personal or financial interest in a change, insertion or cancellation, that one Pit Committee member may authorize such change, insertion or cancellation.

When a Pit Committee member is requested to authorize a quotation change, insertion or cancellation, the relevant pit shall be notified of such request. 1037 (09/01/96)

320.17B Authority of Pit Committees over Quotation Changes and Insertions - Futures Options (Puts and Calls) - In respect to Quotation Changes and Insertions under Regulation 320.17, the Pit Committee may change a closing range only within 30 minutes after the close of each Futures Options contract (Puts and Calls) and may authorize the insertion of a quotation which affects a high and low at any time prior to 30 minutes after the close of each Futures Options contract (Puts and Calls). (08/01/94)

320.18 Authority of the Market Report Department and the Regulatory Compliance Committee over Quotation Changes and Insertions -

(a) The Market Report Department may review and authorize any request for a quotation change or insertion which was not reviewed by the Pit Committee or which is not encompassed by Regulation 320.17.

1038 (09/01/02)

320.19 Opening and Closing Orders - For open outcry Regular Trading Hours, orders entered prior to or on the opening (or resumption) of the market, as applicable and orders effected by such opening (or resumption) orders, as applicable shall not be required to be executed at a specified price due to the unique and rapid market conditions existing during an opening or a resumption. Similarly, orders entered for execution on the close of the market and orders effected by such closing orders shall not be required to be executed at a specific price due to the unique and rapid market conditions existing during a close.

If stop orders are elected within the opening or resumption range, floor brokers who are unable to execute those orders within the opening or resumption range, as applicable, while diligently acting in conformity with the rules and regulations of the Association, shall not be held liable. Stop orders elected during the opening (or resumption) range automatically become market orders and should be executed at the prevailing market, which may or may not be within the opening (or resumption) range. If stop orders are elected within the closing range, floor brokers who are unable to execute such orders, while diligently acting in conformity with the rules and regulations of the Association, shall not be held liable. (09/01/98)

321.00 Price Limits - The Regulatory Compliance Committee at any time, upon ten hours' notice by Regulation, may provide that there shall be no trading during any day in any grain, provisions, or cottonseed oil for delivery in any specified month at prices more than a fixed limit above or below the average closing price of the preceding business day. 83 (C.R. 1008.01) (08/01/94)

325.02 Foreign Crop Reports - When a member, employing a crop reporter, receives from the reporter a statement concerning foreign crop conditions to which publicity is given, the member shall file immediately a verbatim copy of the report in the office of the Secretary. 1802

(08/01/94)

330.00 Floor Brokers - A member, who executes orders for another member and who is not a clearing member, must immediately give up the name of a clearing member. A floor broker trading for a member shall be liable as principal for the performance of the contract except that in the case of commodities his liability shall terminate when the transaction is accepted by the principal. 200 (01/01/04)

330.00A Brokers and Clearing Members - Trades between clearing members must be confirmed within one hour by depositing at the office of the Clearing Services Provider a check slip or memorandum giving the name of the buyer and seller, the commodity sold, the amount thereof, the delivery month, and the purchase price. 4R (01/01/04)

330.01 Floor Broker and Floor Trader Registration - No member may execute any trade on the floor of the Exchange for any other person unless the member is registered or has been granted a temporary license as a floor broker, nor may a member execute any trades on the floor of the Exchange for his or her own account unless the member is registered or has been granted a temporary license as a floor trader, or has been granted a temporary license as a floor broker to act as a floor trader, in accordance with Section 4f of the Commodity Exchange Act and Commodity Futures Trading Commission Regulations 3.11 and 3.40, and such temporary license or registration has not been terminated, revoked or withdrawn.

A floor broker or floor trader shall be prohibited from engaging in any activities requiring registration, or from representing himself to be registered or the representative or agent of any registrant, during the period of any suspension of registration or membership privileges or the denial of floor access. Willful failure to comply with this Regulation may be deemed an act detrimental to the interest of the Association. (08/01/94)

330.02 Maintenance of Floor Broker and Floor Trader Registration - Each member registered as a floor broker or floor trader must promptly submit to the Exchange any changes in the information contained in such member's registration application (Form 8-R) or any supplement thereto. All floor brokers and floor traders must review their registration information every three years in accordance with Commodity Futures Trading Commission ("CFTC") Regulation 3.11(d). Additionally, the Exchange shall periodically require such members to confirm that their floor broker registration applications contain complete and accurate information.

Requests for withdrawal of floor broker or floor trader registration must be made on Form 8-W and filed with the National Futures Association and the Association in accordance with CFTC Regulation 3.33.

All registered floor brokers and floor traders must comply with Appendix B to Part 3 of the CFTC's Regulations - Statement of Acceptable Practices with respect to Ethics Training. In this regard, all registered floor brokers and floor traders shall become familiar with, and keep abreast of changes to, the Rules and Regulations of the Exchange, rule interpretations issued by the Exchange, and relevant provisions of the Commodity Exchange Act and CFTC Regulations. (12/01/01)

330.03 Broker Associations - Two or more Exchange members with floor trading privileges, of whom at least one is acting as a floor broker, shall be required to register with the Exchange as a Broker Association, within ten days after establishment of the Broker Association, if they: (1) engage in floor brokerage activity on behalf of the same employer, (2) have an employer and employee relationship which relates to floor brokerage activity, (3) share profits and losses associated with their brokerage or trading activity, or (4) regularly share a deck of orders.

The Broker Association shall file its registration statement in a form provided by the Exchange. Such registration statement shall specifically disclose whether the members of the broker association share commissions, profits, losses or expenses associated with their brokerage or trading activity with each other or with any other individual or entity. In addition, such registration statement shall disclose whether or not the members of the broker association have any other business relationships with one another, whether related or unrelated to Exchange business. Members of the broker association shall be required to provide information regarding such other business relationships, including books and records relating to such businesses, upon the request of OIA. Any registration information provided to the Exchange which becomes deficient or inaccurate must be updated or corrected promptly.

A member of a Broker Association shall be prohibited from receiving or executing an order unless the Broker Association is registered with the Exchange.

Members of a broker association may not share profits or losses associated with their personal trading activity by direct or indirect means.

No registered broker association or member thereof shall permit a non-member or non-member firm to have any direct or indirect profit or ownership interest in a registered broker association. Moreover, no registered broker association or member thereof shall permit a member who is not involved in the pre-execution or execution of customer orders to have any direct or indirect profit or ownership interest in a registered broker association.

The Board may establish limits on the percentage of trading between a member of a broker association and (1) other members of broker associations with which he is affiliated; or (2) members of other broker associations which are positioned contiguously to his broker association in the trading pit.

Any such limits established by the Board shall take account of liquidity and such other conditions, from contract to contract, and shall only apply to the most active month or months of any contract. Compliance shall be measured separately for each full calendar month.

The Regulatory Compliance Committee may grant exceptions to the percentage limits on intra-association or contiguous association trading in circumstances where a broker association can demonstrate that compliance with the limits may reduce liquidity or impede the creation of new business in the affected market. (04/01/98)

330.04 Registration of Members Trading in U.S. Treasury Bond Futures - Each Exchange member with floor trading privileges who customarily stands on the top step of the U.S. Treasury Bond futures pit shall be required to register with the Exchange, identifying his affiliation, location and occupation or duties. Such individuals shall file their registration statements in a form provided by the Exchange. Any registration information provided to the Exchange which becomes deficient or inaccurate must be updated or corrected promptly. (09/01/94)

331.01 Price of Execution Binding - The price at which a transaction for commodities is executed on the Exchange shall be binding. A member shall not guarantee the price of execution to any customer, but a floor broker's or clearing firm's error in the handling of a customer order may be resolved by a monetary adjustment or in accordance with Regulation 350.04. 1841 (03/01/04)

331.01a Acceptable Orders - Market orders to buy or sell, closing orders to buy or sell, spread orders, straight limit orders to buy or sell, and straight stop orders to buy or sell shall be permitted during the last day of trading in an expiring future. Time orders, contingency orders of all kinds, market on close intermonth spread orders involving an expiring future and cancellations that reach the Trading Floor after 11:45 a.m. on the last day of trading in an expiring future may involve extraordinary problems and hence will be accepted solely at the risk of the customer. This Regulation shall only apply to open outcry Regular Trading hours. 32R (09/01/98)

331.02 Acceptable Orders - The following orders are acceptable for execution in this market.

(1). Market order to buy or sell - A market order is an order to buy or sell a stated amount of commodity futures contracts at the best price obtainable.

(2). Closing orders to buy or sell - A closing order to buy or sell is a market order which is to be executed at or as near the close as practicable or on the closing call in a call market.

(3). Limit order to buy or sell - A limit order is an order to buy or sell a stated amount of commodity futures contracts at a specified price, or at a better price, if obtainable.

(4). Stop order to buy or sell - A stop order to buy becomes a market order when the stop price is bid or a transaction in the commodity futures contracts occurs at or above the stop price. A stop order to sell becomes a market order when the stop price is offered or a transaction in the commodity futures contract occurs at or below the stop price.

(5). Stop limit order to buy or sell (where the price of the limit is the same as the stop price only) - A stop limit order to sell becomes a limit order executable at the limit price or at a better price, if obtainable when a transaction in the commodity futures contract is offered or occurs at or below the stop price. A stop limit order to buy becomes a limit order executable at the limit price or at a

better price, if obtainable when a transaction in the commodity futures contract is bid or occurs at or above the stop price.

(6). DRT ("Disregard Tape" or "Not Held") Order - An order giving the floor broker complete discretion over price and time in execution of a trade, including discretion to execute all, some or none of the order. It is understood the floor broker accepts such an order solely at the risk of the customer on a "not held" basis.

(7). All-Or-None order to buy or sell - An order to be executed only for its entire quantity at a single price and with a size at or above a predetermined threshold. Such orders must be executed in accordance with Regulation 331.03.

Orders other than those listed above will be accepted solely at the broker's discretion on a not held basis. This Regulation shall only apply to Regular and Night trading hours. (07/01/00)

331.03 All-Or-None Transactions - Board of Directors shall determine the minimum thresholds for and the commodities in which All-Or-None transactions shall be permitted. The following provisions shall apply to All-Or-None trading:

(a) A member may request an All-Or-None bid and/or offer for a specified quantity at or in excess of the applicable minimum threshold designated. The request shall be made during the hours of regular trading in the appropriate trading area.

(b) A member may respond by quoting an All-Or-None bid or offer price. A bid or offer in response to an All-Or-None request shall be made only when it is the best bid or offer in response to such request, but such price need not be in line with the bids and offers currently being quoted in the regular market.

(c) A member shall not execute any orders by means of an All-Or-None transaction unless the order includes specific instructions to execute an All-Or-None transaction or the All-Or-None bid offer is the best price available to satisfy the terms of the order.

(d) An All-or-None bid or offer may be accepted by one or more members provided that the entire quantity of the All-or-None order is executed at a single price and that each counterparty to the order accepts a quantity at or in excess of the designated minimum counterparty threshold. Each order executed opposite an All-or-None order must be for a quantity that meets or exceeds the minimum counterparty threshold. Separate orders may not be bunched to meet the minimum counterparty threshold.

(e) The price at which an All-Or-None transaction is bid, offered or executed will not elect conditional orders (e.g., limit orders, stop orders, etc.) in the regular market or otherwise affect such orders.

(f) All-or-None transactions must be reported to the reporter in each pit who shall designate the price quotes for All-Or-None transactions as All-or-None price quotes.

(g) Under no circumstances shall All-or-None orders to buy and sell both be executed in their entirety opposite each other.

(h) All-or-None transactions are permitted in the following contracts subject to the listed minimum quantity threshold.

Contract	All-or-None Minimum	Counterparty Minimum
10-Year Interest Rate Swap futures	1,000	100
10-Year Interest Rate Swap/ 10-Year T-Note spread	7,500	250
10-Year Interest Rate Swap futures options	1,000	100
5-Year Interest Rate Swap futures	1,000	100
5-Year Interest Rate Swap/ 5-Year T-Note spread	1,000	100
5-Year Interest Rate Swap futures options	1,000	100

2-Year Treasury Note futures	200	50
10-Year Municipal Note Index futures	100	25
5-Year Treasury Note futures	2,000	10% of order
5-Year Treasury Note/ 10-Year Treasury Note futures spread	2,000	10% of order
30 Day Fed Funds futures (All-or-None orders may be executed only in contract months that have less than 30,000 contracts of open interest.)	1,000	100
2-Year Treasury Note futures options (including inter-commodity and intra-commodity spreads)	2,500	100
5-Year Treasury Note futures options (including inter-commodity and intra-commodity spreads)	2,500	100
10-Year Treasury Note Futures Options (including inter-commodity and intra-commodity spreads.)	2,500	100
30-Year Treasury Bond futures options (including inter-commodity and intra-commodity spreads)	2,500	100

All-or-None intra-commodity spread transactions may be executed in permitted contracts provided that each leg of the spread meets the All-or-None threshold for that contract. However, All-or-None intra-commodity spreads and inter-commodity spreads involving 10-Year Treasury Note Futures Options may be executed provided that at least one 10-Year Treasury Note Option leg of the spread order meets the designated All-or-None minimum order quantity and that one leg of each such spread transaction meets the designated counterparty minimum. (04/01/04)

331.04 Execution of Simultaneous Buy and Sell Orders for Different Account Owners - A member who has received both buying and selling orders from different account owners for the same commodity and the same delivery month or, for options, the same option, may execute such orders for and directly between such account owners provided that the member shall first bid and offer openly and competitively by open outcry at the same price, stating the number of contracts. If neither the bid nor the offer is accepted within a reasonable time, the orders may then be matched by the member in the presence of a member of the Pit Committee. If either the bid or the offer is accepted in part, the remainder of the orders may be matched pursuant to the requirements of this Regulation. The member making the trade shall clearly identify it on the order or other document used to record the trade, shall note thereon the time of execution to the nearest minute, and shall present such record to such member of the Pit Committee for verification and initialing. (10/01/02)

331.05 Block Trade Transactions - The Board of Directors may designate any contract initially listed for trading on or after December 31, 1999 as eligible for Block Trade transactions under this Regulation 331.05 and shall determine the minimum size thresholds for the contracts in which Block Trade transactions are permitted. In determining the minimum size threshold, the Board of Directors shall take into consideration (to the extent available) the size distribution of transactions in the contract, the size distribution of transactions in the related cash or over-the-counter markets, and all other information relevant to transaction size in the relevant contract. The hours of operation of the Block Trade facility shall be determined by the Board of Directors.

Members may enter into transactions outside of the Exchange's central markets, at prices mutually agreed, with respect to contracts that have been designated by the Exchange for such purpose, provided that the following conditions are satisfied:

a) Each buy or sell order underlying a Block Trade must (i) state explicitly that it is to be, or may be, executed by means of a Block Trade and (ii) be at least for the minimum transaction size as determined by the Board of Directors. Orders may not be aggregated in order to achieve the minimum transaction size.

b) The price at which a Block Trade is executed must be fair and reasonable in light of (i) the size of such Block Trade; (ii) the price and size of other trades in the same contract at the relevant time; and (iii) the price and size of trades in other relevant markets, including without limitation the underlying cash market or other related futures markets, at the relevant time. The price at which a Block Trade is executed shall not affect conditional orders such as limit orders or stop orders. The price at which a Block Trade is executed shall not be used in establishing settlement prices.

c) Each nonmember customer to a Block Trade transaction must qualify as an "eligible contract participant", as that term is defined in Section 1a (12) of the Commodity Exchange Act, provided that, if any Block Trade is entered into on behalf of customers by a commodity trading advisor registered under the Act, including without limitation any investment advisor registered as such with the Securities and Exchange Commission that is exempt from regulation under the Act or Commodity Futures Trading Commission Regulations thereunder, or a foreign person performing a similar role or function subject as such to foreign regulation, with total assets under management exceeding $50 million, the individual customers need not so qualify.

d) Each Block Trade executed pursuant to this Regulation must be cleared through the clearing members. Information identifying the relevant contract, contract month, price, quantity, time of execution and counterparty clearing member for each Block Trade must be reported to the Exchange within five minutes immediately following execution of such Block Trade. The Exchange will publicize information identifying the trade as a Block Trade and identifying the relevant contract, contract month, price, and quantity for each Block Trade immediately after such information has been reported to the Exchange.

e) Each clearing member and member that is party to a Block Trade shall record the following details on its order ticket: the contract (including the delivery or expiry month) to which such Block Trade relates; that the trade is a Block Trade; the number of contracts traded; the price of execution; the time of execution; the identity of the counterparty; and, if applicable, details regarding the customer for which the Block Trade was executed. Upon request by the Exchange, such clearing member or member shall produce satisfactory evidence, including without limitation the order ticket referred to in the preceding sentence, that the Block Trade meets the requirements set forth in this Regulation. (09/01/03)

332.00 Orders Must Be Executed in The Public Market - All orders received by any member of this Association, firm or corporation, doing business on Change, to buy or sell for future delivery any of the commodities dealt in upon the Floor of the Exchange (except when in exchange for cash property or when executed pursuant to Regulation 331.05) must be executed competitively by open outcry in the open market in the Exchange Hall during the hours of regular trading and, except as specifically provided in Regulations 331.03, 331.04, 331.05 and 350.10, under no circumstances shall any member, firm or corporation assume to have executed any of such orders or any portion thereof by acting as

agent for both buyer and seller either directly or indirectly, in their own name or that of an employee, broker or other member of the Association; provided, that on transactions where brokers as agents for other members meet in the execution of orders in the open market and without prearrangement unintentionally consummate a contract for the one and same clearing member principal, such transactions shall not be considered in violation of this Rule. 202A (07/01/03)

332.01 Open Market Execution Requirement - All futures transactions resulting in change of ownership (except those involving the exchange of futures in cash transactions) must be made in the open market in the manner prescribed by Rules 332.00 and 310.00. 1866 (08/01/94)

332.01A Bidding and Offering Practices - Bidding and offering practices on the Floor of the Exchange must at all times be conducive to competitive execution of orders, as required by Rule 332.00. Bids or offers of 'all the way to,' 'all you have up (or down) to, 'everything you have up (or down) to,' and similar expressions, are not conducive to competitive execution of orders, and are expressly deemed to be in violation of Rule 332.00. 47R (08/01/94)

332.01B Conformation with Section 1.39 of The Commodity Exchange Act - The Board of Directors at their regular meeting held on Tuesday, September 6th, 1955, ruled that inasmuch as the Chicago Board of Trade has no Rule that conforms to Section 1.39 of the Commodity Exchange Act, Rule 332.00 of the Board's Rules and Regulations prevails. 28R (08/01/94)

332.02 Trade Data - Each member executing transactions on the Floor of the exchange shall enter or cause to be entered on the record of those transactions an indicator designating the time bracket within the trading session in which each execution occurred. Each clearing member shall enter only the bracket information submitted to the clearing member by the member executing the trades in the designated form on the record of transactions submitted to the Clearing Services Provider. The brackets and their designations will be as follows:

7:00-7:15 a.m.	A	11:30-11:45 a.m.	S	5:00-5:15 p.m.	A
7:15-7:30 a.m.	B	11:45-12:00 noon	T	5:15-5:30 p.m.	B
7:30-7:45 a.m.	C	12:00-12:15 p.m.	U	5:30-5:45 p.m.	C
7:45-8:00 a.m.	D	12:15-12:30 p.m.	V	5:45-6:00 p.m.	D
8:00-8:15 a.m.	E	12:30-12:45 p.m.	W	6:00-6:15 p.m.	E
8:15-8:30 a.m.	F	12:45-1:00 p.m.	X	6:15-6:30 p.m.	F
8:30-8:45 a.m.	G	1:00-1:15 p.m.	Y	6:30-6:45 p.m.	G
8:45-9:00 a.m.	H	1:15-1:30 p.m.	Z	6:45-7:00 p.m.	H

9:00-9:15 a.m.	I	1:30-1:45 p.m.	2	7:00-7:15 p.m.	I
9:15-9:30 a.m.	J	1:45-2:00 p.m.	3	7:15-7:30 p.m.	J
9:30-9:45 a.m.	K	2:00-2:15 p.m.	4	7:30-7:45 p.m.	K
9:45-10:00 a.m.	L	2:15-2:30 p.m.	5	7:45-8:00 p.m.	L
10:00-10:15 a.m.	M	2:30-2:45 p.m.	6	8:00-8:15 p.m.	M
10:15-10:30 a.m.	N	2:45-3:00 p.m.	7	8:15-8:30 p.m.	N
10:30-10:45 a.m.	O	3:00-3:15 p.m.	8	8:30-8:45 p.m.	O
10:45-11:00 a.m.	P	3:15-3:30 p.m.	9	8:45-9:00 p.m.	P
11:00-11:15 a.m.	Q			9:00-9:15 p.m.	Q
11:15-11:30 a.m.	R			9:15-9:30 p.m.	R

The first time bracket in the trading session of each respective commodity will be less than 15 minutes, as determined by the Regulatory Compliance Committee for each particular contract, and will be designated by a "dollar" sign "$".

The last time bracket in the trading session of each respective commodity will be one minute or less, as determined by the Regulatory Compliance Committee for each particular contract, and will be designated by a "percent" sign "%"; provided however, that each respective contract market's close may be expanded or reduced by an amount of time which shall not exceed one minute due to unique market conditions on a particular trade date as determined in the discretion of each commodity's Pit Committee; any closing period other than that established by the Regulatory Compliance Committee shall be communicated to the market at least five minutes prior to the commencement of the revised close for that date.

The modified closing call in the trading session of each respective commodity will be designated by a "pound" sign "#".

If the member executing the trades does not submit a bracket designation to the clearing member, the clearing member shall enter "?" as the bracket designation when submitting the record of such transaction to the Clearing Services Provider. 1979 (01/01/04)

332.03 Lost Orders - Any broker who has reason to believe that an order has been lost or misplaced, shall immediately notify the Secretary of the Exchange, who shall thereupon have the matter investigated. (08/01/94)

332.04 Records of Floor Traders - Each member executing transactions on the Floor of the Exchange for his or her personal account [Type 1 trades as defined in CFTC Regulation 1.35(e)] must execute such transactions on the Floor of the Exchange using pre-printed sequentially pre-numbered trading cards. A new trading card must be used at the beginning of each time bracket as designated in Regulation 332.02.

Each member must record the transactions in exact chronological order of execution on sequential lines of the trading card (no lines may be skipped). Provided, however, that if lines remain after the last execution recorded on a trading card, the remaining lines must be marked through. All transactions which are recorded on a single trading card must be recorded on the same side of such trading card. No more than six transactions may be recorded on each trading card.

The trading cards must contain pre-printed member identification which will include, but will not be limited to, the trading acronym and the full name of the member. The trading cards must also contain preprinted bracket designations. (01/01/96)

332.041 Accountability of Trading Cards - Each member executing transactions on the Floor of the Exchange, and his clearing member(s), shall establish and maintain procedures that will assure the complete accountability of all pre-printed sequentially pre-numbered trading cards used by such member on a daily basis. Such trading cards must be distinguishable from other trading cards used by the member during a one week period. (08/01/94)

332.05 Card Collection - At such times and in such manner as designated by the Regulatory Compliance Committee, each member shall provide his clearing member with trading documents which are relied upon for transactional information necessary for submission to the clearing system

containing those trades that have been executed thus far during that day. Trading documents include trading cards of members' personal and proprietary trades, trading cards of one member reflecting trades of another member (CTI 3 pursuant to CFTC Regulation 1.35 (e)) and floor order tickets.

A member may correct any errors on trading documents by crossing out erroneous information without obliterating or otherwise making illegible any of the originally recorded information. Alternatively, with regard to trading cards only, a member may correct any errors by rewriting the trading card. However, if a trading card is rewritten to correct erroneous information, the member shall provide his clearing member with the top ply of the original trading card, or in the absence of plies, the original trading card, which has been subsequently rewritten, in accordance with the same collection schedule designated by the Regulatory Compliance Committee for trading documents relied upon for clearing purposes.

Following the collection of the above-stated documents, the clearing member shall ensure that all such documents receive an Exchange-designated time stamp upon collection. (12/01/96)

332.06 Records of Proprietary Orders - Immediately upon receipt on the Floor of the Exchange of an order from a proprietary or house account (Type 2 trades as defined in CFTC Regulation 1.35(e)) each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time stamped when the order is received and shall show the account designation.

Such written records of proprietary orders of both clearing and non-clearing member firms need not be prepared if the members executing such transactions on the Floor of the Exchange are employed by such member firms and meet the recordkeeping requirements set forth in Regulation 332.04. However, such members must register with the Exchange and may not trade for their personal accounts. The executing members may record proprietary orders in this manner if they have initiated such orders, or if their employing firm has placed proprietary orders with them for execution. (10/01/00)

332.07 Accountability of Trading Documents - A member is accountable for all documents used in the execution of trades, including trading cards used for his personal account and other documents used by the member in the execution of trades made for others.

Floor brokers who record flashed order executions on broker cards must record on the broker card, the corresponding clearing firm number and order ticket number for every flashed order execution. In addition, floor brokers who record flashed order executions on broker cards must use non-erasable ink and may correct any errors by crossing out the erroneous information without obliterating or otherwise making illegible any of the originally recorded information. (12/01/96)

332.08 CTR Recordkeeping and Data Entry Requirements - Pursuant to Regulations 332.02, 332.04, 332.041, 332.05, 332.06 and 332.07 and 332.09, each member and member firm shall keep, in an accurate and complete manner, all books and records required to be made or maintained under the Rules and Regulations regarding submission of data to the Exchange or the Clearing Services Provider for CTR purposes. All trade data submissions must be done in a correct and timely manner.

Trade data includes, but is not limited to, the time bracket, executing broker, opposite broker, transaction type, customer type indicator ("CTI") code [as defined in CFTC Regulation 1.35 (e)], trade timing and trade sequencing information.

If the member executing the trade does not provide the required data to the clearing member, the clearing member shall enter "?" as the designation when submitting the record of such transaction to the Clearing Services Provider. If the trade cannot clear without the specific information, it is the clearing firm's obligation to enter a "?" designation and to obtain promptly from the member who executed the trade the complete and correct information concerning the trade. (01/01/04)

332.09 Member Trading for Another Member on the Trading Floor -

(a) At the time of execution, every order, which is not reduced to writing, that a member receives from another member who is present on the trading floor must be recorded. The member executing the order must record the time of execution to the nearest minute on the trading card or other document used to record the trade and must return this card or document to the initiating member.

    A member placing a verbal order, except for orders involving options-futures combinations and other spread trades where the initiating member personally executes at least one leg of the spread,

shall simultaneously make a written record of the order and record the time of placement to the nearest minute. The order and the time shall be recorded on the member's trading card, which shall be in sequence with other trading cards used by that member. The trading card used to record the placement of the verbal order and the trading card or document used to record the execution of the order must be submitted together to the clearing member by the member placing the order or designated representative in accordance with the collection schedule established by the Exchange.

(b) Every written order that is initiated by a member for his own account while on the Exchange floor must be dated and time stamped upon transmission for execution, and when returned or, in the case of an arbitrage or a flashed transaction, when confirmed or cancelled. (08/01/94)

332.10 Prohibition of Trading or Placing Verbal or Flashed Orders from the Clerks Step in Financial Futures and Options Contracts - Any Exchange member who performs the functions of a floor clerk or broker assistant who also stands in the area designated for broker assistants in any financial future or option pit which is clearly defined as the area behind the top step is prohibited from placing verbal orders or flashed orders for his personal account while standing in that location. Such members are also prohibited from executing trades while standing in this location. For the purposes of this Regulation, trading is defined as executing trades for one's personal account, an account of another member or a customer. Such members may only enter orders for their personal accounts by placing such orders through the normal customer order flow process which requires that the member leave the pit to place an order. (07/01/97)

332.11 Changers - The Exchange shall permit a clearing firm to act as a changer, subject to the provisions below, for the purpose of engaging in changing transactions involving CBOT mini-sized Corn, mini-sized Soybean or mini-sized Wheat futures contracts and their full-sized counterparts. A changing transaction involves the purchase or sale of a commodity between a changer and another member, which on the part of the changer is part of a spreading transaction between a mini-sized contract and its corresponding full-sized contract.

A. Application and Notices

1. A clearing member firm desiring to act as a changer for one or more of the mini-sized contracts specified in this Regulation, shall make an application to the Exchange, in the manner prescribed by the Exchange. The Exchange may approve changers consonant with the needs of the Exchange, considering such matters as liquidity in the relevant contracts, space and physical facilities required for changing, financial capability of the applicant, the number and character of the relevant contracts, and the number and capacity of changers already in a particular commodity.

2. A changer shall notify the Exchange of the names of its changer's representatives who will accept orders for changing transactions, and any changes thereto.

3. A changer shall file with the Exchange, notice of any limitations on the extent to which it will make its services available, and of any changes to such limitations, one day prior to their effective date. The Exchange may disapprove any such limitations.

B. Execution of Changing Transactions

1. A changer shall maintain a representative on the trading floor at all times during trading hours to accept orders for changing transactions.

2. A member may give an order to a changer's representative, who shall immediately place such order for execution in the pit for the relevant full-sized contract. A changer may not unreasonably refuse to accept any order that is consistent with its authorization to act as a changer.

3. If filled, the member placing the order and the changer's representative shall be deemed to have executed a changing transaction wherein the full-sized commodity purchased (sold) has been sold to (bought from) the member placing the order, on and subject to the rules of the Exchange.

4. When a changer purchases (sells) a full-sized commodity, it may mark up (down) the price of the purchase (sale) when making the corresponding sale to (purchase from) the member placing the order, by the amount of its changing fee. The changer shall disclose the amount of its current changing fee, prior to accepting any particular order for a changing transaction.

5. Rule 336.00, Bids and Offers in Commodities Subject to Partial Acceptance, shall not apply to the execution of a changing transaction.

C. Recordkeeping and Clearing

1. An order for a changing transaction must be documented and time-stamped in the same manner as a customer order, in accordance with Regulation 465.01.

2. A changer shall clear its changing transactions through an account exclusively designated for such purpose. This changing account at all times shall be evenly spread between the relevant mini-sized contracts

and their full-sized counterparts. However, changer accounts which have e-cbot transactions pending for clearing on the next trade date are exempted from the evenly spread requirement.

3. All changing transactions shall be clearly identified as such by appropriate accounts or symbols on all records of the changer and on the records submitted for clearing.

D. Fees - Changers may be obligated to pay changer transaction fees to the Exchange, in such amounts, at such times, and in such manner as the Exchange may prescribe.

E. Miscellaneous

1. No changer's representative shall enter into a changing transaction in which he appears as the executing member on each side of the transaction.

2. If applicable, a member futures commission merchant shall disclose to its customers that the price at which a trade is executed on the Exchange may include a changer's fee, and, that the amount of the changing fee, if included in a transaction price, shall be disclosed to a customer upon request.

3. No member or employee of a member shall require, induce or attempt to induce, either directly or indirectly, a floor broker or member to execute any transaction through a changing transaction or to utilize the services of a particular changer or changer's representative.

4. No member may give a market order, a priced order, or a discretionary order, to a changer's representative except by open outcry, nor without first seeking a bid or offer, nor without executing as much as possible in the pit at prices which such member reasonably expects to be the best available. Members may not enter priced orders with a changer that are off the current market in both the mini-sized contract and its corresponding full-sized contract.

5. No member shall give orders to a changer's representative for quantities that he could reasonably expect to execute in the pit for the relevant mini-sized contract. (04/01/03)

333.00 Trades of Non-Clearing Members -

(a) PRIMARY CLEARING MEMBER. Each non-clearing member who executes trades on Change must have one and only one Primary Clearing Member who will accept and clear the member's personal trades. A written authorization must be on file with the Member Services Department authorizing such non-clearing member, without qualification, to submit trades through such Primary Clearing Member, and designating such clearing member as the non-clearing member's Primary Clearing Member. Such Primary Clearing Member acts as Commission merchant for the non-clearing member. Such Primary Clearing Member, acting as commission merchant, shall be liable upon all trades made by the non-clearing member for the account of the Primary Clearing Member (unless authorization is revoked as provided in (c) below) and shall be a party to all disputes arising from trades between the authorized non-clearing member and another member or member firm made for the account of the Primary Clearing Member.

(b) OTHER CLEARING MEMBERS. A non-clearing member may have one or more clearing members, in addition to his Primary Clearing Member, through whom he may also clear his trades, provided he has written permission to do so from his Primary Clearing Member. However, as provided in Rule 252.00, such clearing member's claims shall be subordinated to the claims of the Primary Clearing Member(s). Such written permission of the Primary Clearing Member must be filed with the Member Services Department. Written authorization from the other clearing member, authorizing the nonclearing member to make trades on Change for the account of the clearing member, must also be filed with the Member Services Department. Thereafter, such clearing member acting as commission merchant, shall be liable upon all trades made by the non-clearing member for the account of the clearing member (unless authorization is revoked as provided for in (c) below) and shall be a party to all disputes arising from trades between the authorized non-clearing member and another member or member firm made for the account of the clearing member.

(c) REVOCATION OF AUTHORIZATION. A revocation of authorization, either by a Primary Clearing Member or another clearing member, must, to be effective, be in writing and be posted by the Secretary upon the bulletin board of the Exchange. A non-clearing member whose Primary Clearing Member has revoked authorization shall be denied access to the Floor until another clearing member has designated itself as the non-clearing member's Primary Clearing Member, pursuant to (a) above. Revocation of a non-clearing member's authorization to execute transactions through the e-cbot system shall be in accordance with 9B.08.

(d) The non-clearing member will not be permitted to submit a new primary clearing member authorization or clear trades through a new primary clearing member until such time as the former primary clearing member files a release with the Member Services Department. A primary clearing member who has revoked primary clearing member status to a non-clearing member must give the non-clearing member release upon the non-clearing member's request when the non-clearing member has obtained a new primary clearing member unless (1) the non-clearing member has current debts related to the conduct of business as a broker, trader or commission merchant at the primary clearing member equal to or greater than the amount specified in Rule 286.00; or (2) the clearing member is the guarantor under an existing valid guarantee of a loan which had been made to the non-clearing member exclusively for the purpose of financing the purchase of the non-clearing member's membership, such guarantee in an amount equal to or greater than the amount specified in Rule 286.00.

(e) PRIORITY OF DEBTS FOR PURPOSES OF RULE 252.00. Upon transfer of the non-clearing member's membership, any indebtedness owed to a former Primary Clearing Member at the time of revocation which was incurred subsequent to authorization and which continues to be owed such former Primary Clearing Member(s) shall be paid in the chronological order of revocation (oldest debt first), in the manner and to the extent allowed under Rule 252.00. 204 (11/01/03)

333.01 Error Accounts -

(a) Each non-clearing member who acts as a floor broker or is registered with the Commodity Futures Trading Commission or a registered futures association as a floor broker (i) shall maintain a personal account with his Primary Clearing Member into which he places brokerage errors; (ii) may maintain personal error accounts at one or more secondary clearing members, in addition to his Primary Clearing Member, provided he has written permission to do so from his Primary Clearing Member on file with Member Services Department.

(b) Each clearing member who carries an error account agrees to accept and clear the broker's trades involving brokerage errors. A written authorization must be filed with the Member Services Department authorizing the broker, without qualification, to submit trades involving brokerage errors through such clearing member. Such clearing member shall be liable upon all trades involving brokerage errors that are submitted to the error account (unless authorization is revoked as provided herein) and shall be a party to all disputes involving trades between the broker, in his capacity as a broker, and another member or member firm that may ultimately be submitted to the error account. Revocation of authorization granted pursuant to this Regulation must be filed in writing with the Member Services Department and will become effective when written notice thereof is posted on the Exchange bulletin board by the Secretary. (08/01/94)

333.03 Funds in Trading Accounts Carried by Clearing Members - The following shall apply to trading accounts which are carried for non-clearing members by clearing members pursuant to Rule 333.00:

(a) If a non-clearing member trades in excess of written limits prescribed by the carrying clearing member, and/or if the non-clearing member is alleged to have engaged in reckless and unbusinesslike dealing inconsistent with just and equitable principles of trade, the disposition of any and all funds in the applicable trading accounts(s) may be suspended by the carrying clearing member, or by the Association through the Board of Directors, Executive Committee, Floor Governors Committee or Arbitration Executive Committee pending a determination by the Arbitration Committee regarding the appropriateness of the non-clearing member's conduct.

Any Arbitration Committee decision to release trading account funds to the non-clearing member shall include the payment of interest by the clearing member to the non-clearing member as determined by the Arbitration Committee.

(b) Either the carrying clearing member or the Association may direct that the disposition of trading account funds be suspended pursuant to subparagraph a) of this regulation. However, if such suspension is initiated by the clearing member the suspension will be subject to review within one business day by the Board or one of the Committees designated in paragraph (a). The purpose of this review will be determine if sufficient grounds exist to warrant continuation of the suspension pending a final determination by the Arbitration Committee. Association proceedings in this regard will be conducted in accordance with Regulation 540.60 "Procedures for Member Responsibility Actions". (05/01/94)

334.00 Trades of Non-Clearing Members - (See 431.00) (08/01/94)

335.00 Bids and Offers in Commodities Subject to First Acceptance - Any offer made on Change to buy or sell any commodity for future delivery is subject to immediate acceptance by any other member. All such offers shall be general offers and shall not be specified for acceptance by particular members. 254 (08/01/94)

336.00 Bids and Offers in Commodities Subject to Partial Acceptance - If an offer is made on Change (the Exchange) to buy or sell any specified quantity of any commodity for future delivery, such offer shall be deemed an offer to buy or sell all or any part of such specified quantity and, if not immediately accepted for the entire quantity, it may be accepted for a quantity less than specified. Orders or offers to buy or sell a specified quantity or none shall not be allowed, except as specifically provided in Regulation 331.03. 255 (07/01/00)

336.01 Guaranteeing Terms of Execution - Any member or member firm who receives an order to buy or sell a futures contract or option on a futures contract for execution on the Exchange is prohibited from directly or indirectly guaranteeing the execution of the order or any of its terms such as the quantity or price. A member may only report an execution that has occurred as a result of open outcry or has been effected through an Exchange approved automated order entry facility.

This regulation shall not be construed to prevent a member or member firm from assuming or sharing in the losses resulting from an error or mishandling of an order. (08/01/94)

337.01 Orders Involving Cancellations Accepted on a 'Not Held' Basis - All orders involving cancellations that reach the Trading Floor 10 minutes or less before the opening or resumption of the market, as applicable and all orders involving cancellations that reach the Trading Floor 10 minutes or less before the close of the market may involve extraordinary problems and hence will be accepted solely at the risk of the customer on a 'not held' basis.

All orders must be received by the floor broker within a reasonable time prior to the opening, the resumption or the close of the market, as applicable. Such other orders not received by the floor broker within a reasonable time prior to the opening, the resumption or the close of the market will be accepted solely at the risk of the customer on a 'not held' basis. 1847 (09/01/98)

350.00 Trade Checking Penalties - (See 563.00) (08/01/94)

350.01 Failure to Check Trades - If any member, firm or corporation is unable with diligent effort to check any future delivery transaction made with another member, firm or corporation, then such transaction shall be closed out for the account of whom it may concern by the member, firm or corporation claiming the contract at the earliest reasonable opportunity in order to establish any claim for loss because of such failure to check by the other party to the contract. 1811 (08/01/94)

350.02 Responsibility For Customer Orders - A floor broker or clearing member shall exercise due diligence in the handling and execution of customer orders. The Exchange's Arbitration Committee is authorized to determine whether a broker or clearing firm fulfilled their obligations and whether an adjustment is due to the customer. The Committee may consider the nature of the order and existing market conditions, including the existence of a "FAST" market, at the time the broker or clearing member acted or failed to act. However, a "FAST" designation does not nullify or reduce the

obligations of the floor broker to execute orders with due diligence according to the terms of the order.

Except in instances where there has been a finding of willful or wanton misconduct, in which case the party found to have engaged in such conduct cannot avail itself of the protections in this provision, neither floor brokers nor member firms, or other persons acting as agents nor any of their officers, directors or employees, shall be liable for any loss, damage or cost (including attorney's fees and court costs), whether direct, indirect, special, incidental, consequential, lost profits or otherwise of any kind, regardless or whether any of them has been advised or is otherwise aware of the possibility of such damages, arising out of the use or performance of the CBOT's Electronic Order Routing System, any component(s) thereof, or any fault, failure, malfunction or other alleged defect in the Electronic Order Routing System, including any inability to enter or cancel orders, or 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 Electronic Order Routing System, including but not limited to, any failure or delay in transmission of orders or loss of orders resulting from malfunction of the Electronic Order Routing System, disruption of common carrier lines, loss of power, acts or failures to act of any third party, natural disasters or any and all other causes.

The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability or otherwise. The foregoing limitations are cumulative and shall not limit or restrict the applicability or any other limitation or any rule, regulation or bylaw of the Exchange or the Clearing House. The foregoing shall not limit the liability of any floor broker or member firms, or other person acting as agent or any of their respective officers, directors or employees for any act, incident, or occurrence within their control.

If any of the foregoing limits on the liability of the floor brokers or member firms or other persons acting as agents or any of their officers, directors or employees should be deemed to be invalid, ineffective, or unenforceable and a customer sustains a loss, damage or cost (including attorney's fees and court costs) resulting from use of the Electronic Order Routing System, the entire liability of the floor brokers or member firms and their agents or any of their officers, directors or employees shall not exceed the brokerage commissions and any other charges actually paid by the customer.

Notwithstanding any of the foregoing provisions, this provision shall in no way limit the applicability of any provision of the Commodity Exchange Act, as amended, and Regulations, thereunder. (01/01/99)

350.03 Identification of Floor Trading Personnel and Floor Traders - Every member is required to wear an identification badge issued by the Association in a prominent position and in proper fashion to be admitted to the Trading Floor and must so wear the badge at all times while he is on the Trading Floor. Failure to wear a badge shall be considered an act detrimental to the welfare of the Association (Rule 504.00). 1955 (08/01/94)

350.04 Outtrades and Errors and Mishandling of Orders -

A. Outtrades - If a floor broker discovers, either intraday or interday, that all or some portion of a customer order was executed but cannot be cleared, the broker shall do one of the following:

1. Re-execute the order in the market and adjust the customer by check if the re-execution price is worse than the original execution price. If the re-execution price is better than the original execution price, the customer is entitled to the better price.

2. Assign the opposite side of the portion that cannot be cleared to his or her error account and assign a fill to the customer at the execution price. The floor broker shall not liquidate the assigned position until at least ten minutes have elapsed after the execution of the order giving rise to the outtrade and, in any event, after the bracket period in which the outtrade arose has ended. These liquidation restrictions shall not apply to a liquidation during a Modified Closing Call. Any profits resulting from the liquidation of the assigned position belong to the floor broker, and may be retained or disbursed to whomever he chooses, in his discretion.

B. Unfilled or Underfilled Orders - If a broker fails to execute an order or underbuys or undersells on an order, the broker shall do one of the following:

1. Execute the order or the remainder of the order in the market and adjust the customer by check if the customer is filled at a price less favorable than that to which he was entitled but for the error or mishandling. If the order is filled at a more favorable price, the customer is entitled to the better price.

2. Execute the order or the remainder of the order in the market. If the order, or the remainder of the order, is filled at a worse price than that to which it was entitled but for the error or mishandling, the broker may allocate the fill to his error account and assign the opposite side of the order to his error account at the price to which the customer was entitled. If the order is filled at a more favorable price, the customer is entitled to the better price.

C. Wrong Month or Wrong Strike Executions

When an order has been executed in the wrong contract month or strike price and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by one of the following:

1. Execution of the order in accordance with its terms, with an adjustment by check if the order is executed at a worse price as a result of the mishandling of the order.

2. Execution of a spread transaction, in accordance with Regulation 352.01, whereby one leg of the spread represents the correct execution of the order and the other leg offsets the erroneous position in the error account.

D. Wrong Side of Market Executions

When an order has been executed on the wrong side of the market and the erroneous execution has been placed in the broker's or firm's error account, the error may be corrected as follows:

Execution of the order in accordance with its terms, with an adjustment by check if the order is executed at a worse price as a result of the mishandling of the order.

If a broker overbuys or oversells on an order, the customer is not entitled to any of the excess. A position that has been established in an erroneous or mishandled attempt to execute a customer order must be placed in the error account of the broker or firm responsible for the error or mishandling. Any profits resulting from the liquidation of the trades placed in a broker's or firm's error account belong to the relevant broker or firm, and may be retained or disbursed to whomever they choose at their discretion

In accordance with Regulation 336.01, no broker shall guarantee, directly or indirectly, the execution of an order, or any of its terms, except in the case of a bonafide error or mishandling. (03/01/04)

350.05 Floor Practices - The following acts are detrimental to the welfare of the Association (except as permitted under Regulation 331.05):

(a) for a floor broker to purchase any commodity for future delivery, purchase any call commodity option or sell any put commodity option for his own account, or for any account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation, while holding an order of another person for the purchase of any future, purchase of any call commodity option, or sale of any put commodity option, in the same commodity which is executable at the market price or at the price at which such purchase or sale can be made for the member's own account or the account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation.

(b) for a floor broker to sell any commodity for future delivery, sell any call commodity option or purchase any put commodity option for his own account, or for any account in which he had an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation, while holding an order of another person for the sale of any future, sale of any call commodity option, or purchase of any put commodity option in the same commodity which is executable at the market price or at the price at which such sale or purchase can be made for the member's own account or the account in which he has an interest, or for those accounts falling within the exception of paragraph (c) of this Regulation;

(c) for a floor broker to execute a transaction in the trading pit for an account over which he has discretionary trading authority.

The above restriction shall not apply to:

1. transactions for another member of the Exchange;

2. transactions for members of the floor broker's family which include; spouse, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or inlaw;

3. transactions for proprietary accounts of member firms.

(d) for a member to disclose at any time that he is holding an order of another person or to divulge any order revealed to him by reason of his relationship to such other person, except pursuant to paragraph (c) of this Regulation, in the legitimate course of business or at the request of an authorized representative of the Exchange or of the Commission; the mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of the Association's Rules and Regulations; however, nothing herein shall alter or waive a member's responsibility to comply with existing provisions of the Commodity Exchange Act, Commission Rules, and the Rules and Regulations of the Association; furthermore, it shall be a violation of this Regulation for any individual to solicit or induce a member to disclose order information in a manner prohibited by this Regulation;

(e) for a member to take, directly or indirectly, the other side of any order of another person revealed to him by reason of his relationship to such other person, except with such other person's prior consent and in conformity with Exchange rules or except for transactions done in accordance with

Regulation 350.04 to resolve bonafide errors or outtrades;

(f) for a member to make any purchase or sale which has been pre-arranged;

(g) for a member to withhold or withdraw from the market any order or part of an order of another person for the convenience of another member;

(h) for a member to execute any order after the closing bell is sounded except in a call market close;

(i) for a member to buy and sell as an accommodation at any time or, except as specifically provided in Regulations 331.03, 331.04 and 350.10, to use one order to fill another order, or any part thereof;

(j) for parties to a transaction to fail to properly notify the pit recorder of the price at which trades have been consummated;

(k) for a floor broker to allocate executions of orders in any manner other than an equitable manner.

(l) for a member to initiate during the same trading session a transaction for future delivery in a CBOE 50 or CBOE 250 Stock Index future(s) for his or her own account, or for any account in which he or she has an interest, or for the account of his or her family including spouse, parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces and in-laws, and to execute as a floor broker any order for future delivery in a CBOE 50 or CBOE 250 Stock Index future(s). This restriction shall not apply to any transaction made by the member to offset a transaction made in error by the same floor member. (03/01/04)

350.06 Give-Ups - A member must have prior permission from a clearing member to give-up its name for a trade executed on the Exchange. For give-up orders, the executing clearing member must first clear the trade and then transfer it in accordance with Regulation 444.01(f). A floor broker is prohibited from giving up in the pit a name other than the executing clearing member placing the order. Give-up orders are prohibited when used as a pricing mechanism in connection with cash market contracts. Pricing in connection with cash market contracts must be done only on a versus-cash basis pursuant to the requirements of Regulation 444.01. (11/01/97)

350.07 Checking and Recording Trades - Members must within fifteen minutes after each transaction confirm with the opposite member trader every execution of a futures transaction with respect to executing member, price, quantity, commodity, future and respective clearing members. Members must within fifteen minutes after each transaction confirm with the opposite member trader every execution of an options transaction with respect to executing member, premium, quantity, option series, and respective clearing members. Each record of transactions must show the relevant foregoing information and also must include and clearly identify the date and appropriate time bracket, and the opposite executing member.

In addition, each member who, on the Floor of the Exchange receives a customer's or options customer's order which is not in the form of a written record including the account identification, order number and date and time, to the nearest minute, such order was received on the floor of the Exchange, shall immediately upon receipt thereof prepare a written record of such order, including the account identification and order number, and shall record thereon the date and time, to the nearest minute, such order is received.

Non-erasable ink must be used to record all such information. (11/01/94)

350.08 Notification of Unchecked Trades - Any clearing firm that is unable with diligent effort to check a transaction with another member, shall notify the floor member who executed the transaction. Such notice shall be given prior to the following day's Regular Trading Hours opening or resumption, as applicable. In the case of agricultural contracts, such notice shall be given no later than twenty minutes prior to the following day's opening or resumption, as applicable.

In all cases, such notice shall be given in sufficient time as to allow the floor member to make provisions for any adjustment. In the case of agricultural contracts, the floor member will have resolved his trades by no later than twenty minutes prior to the relevant opening or resumption, as applicable.

The opening range or resumption range, as applicable, of the following day's Regular Trading Hours

market shall be the limit of liability as a result of an unchecked trade. (09/01/98)

350.10 Exemption for Certain Joint Venture Products - Notwithstanding any other provisions of these Rules and Regulations, a member who simultaneously holds orders on behalf of different principals to buy and sell any of the inter-regulatory or intermarket spreads designated below, may execute such spread orders for and directly between principals; provided that the member shall first offer such spread orders competitively by open outcry in the open market (a) by both bidding and offering at the same price, and neither such bid nor offer is accepted or (b) by bidding and offering to a point where such offer is higher than such bid by not more than the minimum permissible price fluctuation applicable to such spread orders and neither such bid nor offer is accepted. If any such order is not accepted within a reasonable amount of time, then the member may, execute such order for and directly between the principals. The following requirements must also be met in the execution of such spread orders:

(1) The member who executes such order must do so in the presence of a Chicago Board Options Exchange Floor Official, who is a member qualified to trade Joint Venture futures contracts.

(2) Such member shall clearly identify all such spreads on his trading card or similar record by appropriate symbol or descriptive words and shall note on such card or record the exact time of execution. Such member shall thereupon promptly present said card or record to the Floor Official for verification and initialing.

(3) No futures commission merchant or floor broker who receives any of the inter-regulatory or intermarket spread orders designated below from another person shall take the other side of such spread orders, except with such other person's prior consent.

This Regulation applies to the following spread strategies:

(a) inter-regulatory strategies involving a CBOE 50 and/or CBOE 250 Stock Index future(s) spread against a Standard and Poor's 100 and/or Standard and Poor's 500 option(s) traded on the Chicago Board Options Exchange;

(b) intermarket futures spreads involving a CBOE 50 Stock Index future(s) spread against a CBOE 250 Stock Index future(s); or

(c) any other inter-regulatory or intermarket spread designated under this Regulation by the Board of Directors of the Association. (08/01/94)

350.11 Resolution of Outtrades - Outtrades shall be resolved in accordance with Regulation 350.04 or by issuing a check in an amount agreed to by the members making the trade(s).

A. Price Outtrades

When an outtrade exists due to a discrepancy as to price, members making the trade may choose to resolve the discrepancy by electing either of the two prices in question, if they agree that the trade was executed at that price.

If an outtrade involves a price discrepancy between a local and a broker, and the members cannot agree on the price of execution, the price recorded by the broker shall be used to clear the trade.

If an outtrade between locals or an outtrade between brokers involves a price discrepancy, and these members cannot agree on the price of execution, the buyer's price shall be used to clear the trade.

B. Quantity Outtrades

When an outtrade exists due to a discrepancy as to quantity, members making the trade may choose to resolve the discrepancy by electing either of the two quantities in question, if they agree that the trade was executed in that quantity.

If any outtrade between locals involves a quantity discrepancy and these members cannot agree on the quantity that was executed, the higher quantity shall be used to clear the trade.

A broker may assign the opposite side of any excess quantity on his order, which he believes that he has executed, to his error account, pursuant to Regulation 350.04, and he may agree to the clearing of the transaction according to the quantity recorded by the other member, whether the other member was a broker or a local.

C. Bona Fide Contract Month, Strike, Put vs. Call and Side of Market (Buy vs. Buy or Sell vs. Sell) Outtrades

When an outtrade exists due to a discrepancy as to the contract month, strike price, whether an option trade involved a put or a call, or side of the market, and any party who executed a customer order believes that the order has been executed in accordance with its instructions, the outtrade may be resolved in any one of the following ways:

1. The trade may be busted. If a broker re-executes his order, any losses incurred by the customer as a result of the delay in execution must be adjusted by check. If the order is executed at a more favorable price, the customer is entitled to the better price.

2. The members making the trades(s) may agree that either trade or both trades may be cleared in accordance with the members' recorded trade data.

3. A broker may assign the opposite side of his own order to his error account, pursuant to Regulation 350.04, and he may agree to the clearing of the transaction according to the terms of the other member's recorded trade data, whether the other member was a broker or a local.

4. If both members were brokers, they may both assign their respective trades to their error accounts, pursuant to Regulation 350.04.

A customer shall not be entitled to any portion of any profits realized by a local who was on the opposite side of an outtrade between the local and the customer's broker, as a result of the local's liquidation of his position. Such profits belong to the local, and may be retained or disbursed to whomever he chooses, in his discretion. If the local chooses to disburse any portion of such profits to the broker, and the broker's customer has received a fill in accordance with the broker's recorded trade data, the broker is not obligated to offer such profits to this customer.

It shall be an offense against the Association for members to prearrange a trade to reconcile an outtrade.

Nothing herein shall in any way limit a member's right to submit an outtrade to Exchange arbitration if an outtrade cannot be resolved by agreement. (03/01/04)

352.01 Spreading Transactions - A spread transaction involving options, or the purchase and sale of different futures, at a price or yield difference or simultaneously at a separate price for each side of the spread is permitted on this Exchange provided:

1. that each side of the spread (the purchase of one future and the sale of another future) is for the same account, or in the case of spreads in options, all sides are for the same account. Provided that, when an order has been executed in the wrong month, wrong strike price or wrong commodity, and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by a spread transaction in which one leg of the spread offsets the position in the error account and the other leg is the correct execution of the order. Provided further that the liability of the floor broker or FCM shall be determined in accordance with Regulation 350.04.

2. that all sides of the spread are priced at prices within the daily trading limits specified in Regulation 1008.01;

3. that the spread is offered by public outcry in the pit assigned to the commodity(ies) or option(s) involved.

4. that the transaction shall be reported, recorded and publicized as a spread in the ratio in which it was executed.

5. that when such transactions are executed simultaneously, the executing member on each side of

the transaction shall designate each part of the trade as a spread on his cards by an appropriate word or symbol clearly identifying each part of such transaction.

6. that for options the spreads must conform to one of the following definitions, any multiple or combination of these strategies, or any generally accepted relationship between options and the underlying futures, including but not limited to:

   a. Vertical and Horizontal Spreads. Short one call (put) and long another call (put) with a different strike price and/or expiration month.

   b. Straddles. Short (long) puts and calls in a generally accepted spread ratio.

   c. Conversions and Reverse Conversions. Short (long) calls, long (short) puts, and long (short) futures in a generally accepted spread ratio.

   d. Butterflies. Two vertical spreads which share one common strike price.

   e. Boxes. Long a call and short a put at one strike price and short a call and long a put at another strike price.

   f. Synthetic Straddles. Long (short) futures and short (long) calls or long (short) puts in a generally accepted spread ratio.

   g. Ratio Spreads. Long calls (puts) and short calls (puts) in a generally accepted spread ratio.

   h. Ratio Writes. Short calls (puts) and long (short) futures in a generally accepted spread ratio.

   i. Ratio Purchases. Long calls (puts) and short (long) futures in a generally accepted spread ratio.

   j. Synthetic Futures. Long calls (puts) and short puts (calls) in a generally accepted spread ratio.

7. that in executing a ratio spread, a member shall bid or offer by open outcry either both the spread portion at a price difference and the remaining portion (i.e., the "tails") at a specific price for each, or the entire ratio spread at a separate price for each side of the transaction. A ratio spread and if applicable each part of it must be executed competitively by open outcry in accordance with this regulation and Rule 332.00. A bid or offer for a ratio spread is subject to partial acceptance in ratioed units in accordance with Rule 336.00.

8. that for spread transactions at a yield difference the following conditions are met:

   a. one side of the spread is a yield-based futures contract, i.e. where the final contract settlement price is calculated by subtracting a yield measurement from 100.

   b. the sides are priced at the price spread implied by the yield spread.

   c. the prices for Short, Medium, and Long Term U.S. Treasury Note and U.S. Treasury Bond futures are those implied for 8% coupon, semi-annual non-amortizing instruments with exactly two, five, ten, and twenty years remaining maturity as calculated and published by the Exchange.

   d. the prices for the yield-based futures contracts are calculated by subtracting the yield from 100.

   e. the yields are quoted in increments no smaller than one half basis point.

   f. the Regulatory Compliance Committee has designated the spread for trading on a yield basis.

Brokers may not couple separate orders and execute them as a spread, nor may a broker take one part of a spread for his own account and give the other part to a customer on an order. (08/01/00)

352.01A Unacceptable Spread Orders - Certain orders that involve the trading of different contracts, when the contracts involved are traded in different designated trading pits and when the resulting positions do not offset to reduce economic risk, do not represent legitimate spreading transactions and are specifically deemed to be unacceptable orders. Such transactions must be

executed on separate orders in the respective designated trading areas. The foregoing provisions apply to, but are not limited to, the following examples:

There are separate trading pits for options and futures. An order to buy a put (or sell a call) and sell the underlying future establishes a short position only, and therefore there is no offsetting feature. An order to sell a put (or buy a call) and buy the underlying future establishes a long position only, and therefore there is no offsetting feature. These orders are unacceptable as spread orders. (08/01/94)

352.02 Joint Venture Intermarket and Inter-Regulatory Spreads - - Notwithstanding any other provisions of these Rules and Regulations to the contrary, the following principles shall apply to spreading transactions involving Joint Venture Products.

1. Futures spreads involving CBOE 50 and/or CBOE 250 Stock Index futures contracts may be bid or offered at a differential and if so bid or offered, such spreads may not be separated into their individual components.

2. Inter-Regulatory spread strategies involving CBOE 50 or CBOE 250 Stock Index futures spread against Standard and Poor's 100 or Standard and Poor's 500 options traded on the Chicago Board Options Exchange ("CBOE") may be bid or offered at a differential. If such spreads are bid or offered at a differential, they may not be separated into individual parts. The futures side of such spreads must be priced within the daily quotation range. The price of the options side of such spreads shall not touch the best bid or offer contained in the CBOE order book but may touch but shall not go through the current best bid or offer prevailing in the trading crowd. The prices for both sides of such spreads shall be disseminated immediately and shall be identified as a spread. The price differential shall also be disseminated immediately.

3. Inter-Regulatory spreads involving CBOE 50 and/or CBOE 250 Stock Index futures contracts spread against Standard and Poor's 100 and/or Standard and Poor's 500 options may be executed in any location in the Standard and Poor's 100 or the Standard and Poor's 500 option pit(s).

4. Joint Venture inter-regulatory or intermarket spreads may not be used to establish opening prices for Joint Venture futures contracts. (08/01/94)

360.01 Pit Supervisory and Enforcement Authority of the Respective Pit Committees - In conjunction with the Floor Conduct Committee, it shall be the function and duty of the Pit Committees to supervise and enforce decorum within their respective trading pits.

1. Supervision and Enforcement of Pit Decorum.

Each Pit Committee shall have the authority over its respective pit to issue a decorum ticket to any individual who has committed a decorum offense within the pit. This authority is in addition to the authority given to the Floor Conduct Committee in Regulation 519.01 A ticket may be initiated by any member of the Pit Committee in accordance with the Pit Committee member's duty to enforce decorum standards within the pit. Additionally, any Exchange member may request that a ticket be initiated for an alleged decorum offense that occurs within a trading pit by requesting that a Pit Committee member in that pit issue a ticket. Non-members may request that a ticket be initiated for alleged decorum violations involving physical abuse or harassment.

For decorum offenses that do not involve a physical altercation, disorderly conduct or harassment, the ticket will reflect a warning or summary fine in accordance with Ruling 520.00A. The recipient of a summary fine may pay the summary fine or request a hearing before the Floor Conduct Committee in accordance with Regulations 540.02 through 540.05. Tickets involving a physical altercation, disorderly conduct or harassment will be referred to the Floor Conduct Committee, which will hold a hearing. The initiator of the ticket, the recipient of the ticket and any party involved in the decorum incident may be required to appear at the hearing held before the Floor Conduct Committee. Failure to comply with a request to appear before the Floor Conduct Committee may be deemed an act detrimental to the welfare of the Exchange.

Each ticket issued by a Pit Committee shall be authorized by two Pit Committee members, including at least one officer. Tickets shall be submitted to designated Exchange staff who shall give the individual written notification of the ticket, including any summary fine or requirement to appear before the Floor Conduct Committee.

It shall be the function and duty of the Pit Committees to supervise and enforce trading etiquette within their respective trading pits.

2. Supervision and Enforcement of Pit Etiquette Standards

Each pit, by and through its Pit Committee, shall be responsible for determining the nature and extent of its pit etiquette standards, subject to the approval of the Floor Governors Committee. A pit etiquette ticket may be initiated by any member of the Pit Committee in accordance with the Pit Committee member's duty to enforce etiquette standards within the pit. Additionally, any Exchange member may request that a member of the Pit Committee issue an etiquette ticket to any member who had allegedly

violated the pit's etiquette standards. Each etiquette ticket must, however, be authorized by an officer of the Pit Committee to be valid. An officer who initiates a ticket cannot also authorize the ticket.

The issuance of an authorized etiquette ticket does not, in itself, constitute a violation of an Exchange Rule or Regulation. However, the Pit Committee can, at any time, choose to refer an egregious etiquette violation, or a pattern of etiquette violations, to the Floor Governors Committee. Prior to making such referral, the recipient of the ticket will be required to appear before the Pit Committee. A simple majority of a Pit Committee quorum shall be required to refer an etiquette matter to the Floor Governors Committee.

Tickets referred to the Floor Governors Committee will serve as the basis of OIA's investigation, and the tickets may be submitted as evidence in support of OIA's case before the Floor Governors Committee. However, OIA will conduct its own distinct investigation of the matter. The Floor Governors Committee may impose disciplinary action pursuant to the general provisions of Exchange Rule 500.00 (Inequitable Proceedings) and/or Rule 504.00 (Acts Detrimental to the Welfare of the Association). (02/01/04)

Ch3 Floor Practices

Ch3 Floor Practices

Ch3 Floor Practices

Chapter 4
Futures Commission Merchant

Chapter 4
Futures Commission Merchant

Ch4 General

400.00 Commission Merchant - A member who makes a trade, either for another member or for a non-member, but who makes the trade in his own name and becomes liable as principal as between himself and the other party to the trade. 13 (08/01/94)

401.00 Corporations and Partnerships - (See 230.00) (08/01/94)

401.01 Partnerships and Corporations - Trading Authority - (See 230.01) (08/01/94)

401.02 Registration of Membership for Corporation - (See 230.02) (08/01/94)

401.03 Registration of Membership for Partnership - (See 230.06) (08/01/94)

402.00 Business Conduct Committee - (See 542.00) (08/01/94)

403.00 Testimony and Production of Books and Papers - (See 545.00) (08/01/94)

403.01 Approval of Customer Accounts - No firm or any of its wholly-owned affiliates shall carry customer accounts without prior approval obtained either at the time of registration under Regulation 230.02 or 230.06 or prior to change in the nature of business previously authorized. In order to originate and carry on a business with public customers, a firm is subject to the minimum capital requirements established by the Financial Compliance Committee.

No member sole proprietorship shall carry customer accounts without prior approval. A member requesting approval to carry customer accounts shall submit a certified financial report of the sole proprietorship, prepared by an independent Certified Public Accountant as of a date which is no more than 90 days prior to the date of submission. In order to originate and carry on a business with public customers, a sole proprietorship is subject to the minimum capital requirements established by the Financial Compliance Committee. 1780 (08/01/94)

403.02 Financial Questionnaire - (See 285.01) (08/01/94)

403.03 Audits - (See 285.02) (08/01/94)

403.04 Reduction of Capital - (See 285.03) (08/01/94)

403.05 Restrictions on Operations - (See 285.04) (08/01/94)

403.07 Financial Requirements - (See 285.05) (04/01/97)

403.08 Expulsion from a Designated Contract Market - Upon review of the decision or record which resulted in a person or a firm's expulsion from membership in, or the privileges of membership on, any recognized domestic or foreign board of trade or securities exchange, should the Board of Directors find that there exists a demonstrable connection between the type of conduct which resulted in the expulsion and the protection afforded the Exchange, its members and customers through a trading prohibition against the expelled individual or firm, the Board may direct that no member or member firm may carry any account, accept an order, or handle a transaction, relating to futures contracts or options on futures contracts traded on the Exchange, for or on behalf of such expelled person or firm. Such an order may by modified or revoked by a vote of two-thirds of the Directors. (08/01/94)

404.00 Advertising - (See 287.00) (08/01/94)

405.00 Trade Checking Penalties - (See 563.00) (08/01/94)

414.00 Trades of Non-Clearing Members - - (See 286.00) and (See 431.00) (08/01/94)

415.00 Trades of Non-Clearing Members - (See 333.00) (08/01/94)

416.01 Correspondent Accounts - Each registered eligible business organization must maintain a complete listing of all correspondent accounts carried on its books. Such list shall be promptly provided to authorized representatives of the Association. Information for each correspondent account must include name and address, classification of the account as customer or house, regulated or non-regulated. 1780A (04/01/98)

416.02 Members Responsible for Correspondents - Members doing business with correspondents must keep themselves well informed regarding their financial standing and shall immediately report to the Secretary any information that does in any way indicate that a correspondent is insolvent, or threatened with insolvency, or guilty of any irregularities or practices affecting the good name of the Association. 1043 (08/01/94)

416.02A Correspondents - In May, 1935, the Rules Committee ruled that the word "correspondents" as it is used in Regulation 416.02 means the following:

1. A correspondent, under the provisions of Regulation 170.07 is a person, firm or corporation (member or non-member) transacting a banking or a brokerage business connected by telephone or telegraphic wire or wireless connection with the office of a member.

2. A non-clearing member who solicits and turns over security or future delivery orders to a clearing member for execution, is a correspondent of the clearing member whether or not his office is connected by telephonic, telegraphic wire connections to that of the clearing member.

3. Under the provisions of Regulation 416.02, any member doing business with correspondents has the responsibilities therein outlined. 17R (08/01/94)

416.04 Correspondent Accounts - Consistent with its duties under Rule 542.00, the Business Conduct Committee may require that the identities and positions of the beneficial owners of any correspondent account be immediately disclosed to the Business Conduct Committee or to authorized representatives of the Association. If disclosure is not provided and the Business Conduct Committee determines that such failure to provide information is an impediment to the Committee in the discharge of its duties under Rule 542.00, appropriate summary action may be ordered up to and including immediate liquidation of all or a portion of the positions in the correspondent account. Any such summary action shall be taken in accordance with the procedures set forth in Regulation 540.06. (08/01/94)

416.05 Limitations On Acceptance of Agent Business - No member FCM shall solicit or accept any options order for execution on the Exchange which has been solicited, accepted or serviced by any person who is not registered as an associated person of such member FCM. Provided, however, that at such time as any futures association registered under Section 17 of the Commodity Exchange Act has determined to provide for the regulation of the options-related activity of its members in a manner equivalent to that required of contract markets by the Commission, any FCM member of such futures association may solicit or accept options orders for execution on the Exchange in the same manner as FCMs which are members of the Exchange.

Further, no member FCM may solicit or accept options orders from any person whom it has reason to believe may be soliciting options orders in contravention of this Regulation or Regulation 33.3 or the Commission. (08/01/94)

417.01 Notice and Processing of Transfer of Accounts - When a commission merchant goes out of business, or closes one or more offices, or withdraws ordinary facilities for transacting business from one or more offices, the following shall apply:

Upon the transfer of customer accounts in commodity futures contracts by a member or registered eligible business organization, to any other futures commission merchant (member or non-member), the transferor shall immediately give written notice of the transfer to the Secretary of the Association. Such written shall notice shall contain: (1) the name and address of the transferee; (2) the date of the transfer; (3) the number of customer accounts; (4) the net equity of customer funds, and (5) a statement certified by the member, or by a general partner or executive officer whose membership is registered for the transferor, that (a) the transferor has provided prior notice of the transfer to each customer whose account is thus transferred and (b) the transfer has been preceded by reasonable investigation of the transferee by the transferor and that the transferee is a suitable recipient of the transferred accounts.

Upon the transfer of customer accounts by a non-member of the Association, to any member or registered eligible business organization, the transferee shall immediately notify the Secretary in writing that such transfer has occurred and such written notice shall identify the transferor, the date of transfer, the number of customer accounts, and the net equity of customer funds being transferred to such member or registered eligible business organization.

A member or registered eligible business organization, acting as a transferor or transferee, must be able to facilitate a bulk transfer of accounts by use of an automated system as prescribed by the Association.

This regulation applies to all transfers of customer accounts involving members or registered eligible business organizations, who or which are closing facilities unless they are initiated at the unsolicited request of the customers. 1809C (04/01/98)

418.01 Non-Members' Accounts - When a non-clearing member has trading authority over a non-members account carried on a disclosed basis he shall so inform the clearing member carrying the account.

Non-clearing members may be permitted to carry both omnibus and disclosed accounts with clearing members provided that when the non-clearing member used both types of accounts, he shall guarantee the clearing member carrying any disclosed accounts against any loss in such accounts.

The non-clearing member must notify the carrying member that he is carrying both omnibus and disclosed accounts. 1819 (08/01/94)

419.00 Trading for Employees - No member shall accept orders or clear trades for a non-member who is employed by another member nor shall another member accept orders or clear trades for a member who is employed by another member when the name of the employer appears in the transaction. 205 (08/01/94)

420.00 Trading by Employees - No member shall accept marginal accounts of any employee, whether member or non-member, of the Association or of the Clearing Services Provider or of another member unless written consent of the employer be first obtained. 206 (01/01/04)

420.01 Gratuities - (See 206.02) (08/01/94)

420.01A Elective Officers and Non-Member Directors - For purposes of Rule 420.00, Elective Officers and non-member Directors of the Association shall not be considered employees of the Association. (08/01/94)

421.00 Confirmation to Customers - A commission merchant who makes a trade for a member or non-member customer shall confirm the trade to the customer no later than the business day following the day upon which the transaction was consummated. Such confirmation shall be in writing and shall show the commodity or security bought or sold, the amount, the price, and the name of the other party to the contract, and, in the case of a commodity, the delivery month. A non-resident member may give to his customer the name of his resident commission merchant in lieu of the name of the other party to the contract, subject to the right of the customer to receive the name of the other party to the contract upon request.

Where a trade is made by a branch office of a resident member, such branch office being outside of Illinois, the branch office may confirm the trade to the customer without giving the name of the other party to the contract, provided the confirmation has prominently printed or stamped thereon the words, "Name of other party to contract furnished on request." 207 (08/01/94)

421.01 Confirmations - A confirmation of a commission merchant to the customer need not contain the name of the other party to the contract, provided the confirmation has prominently printed or stamped thereon the words, "name of other party to contract furnished on request." 1845 (08/01/94)

421.02 Options Confirmations -

(a) A commission merchant who makes an options trade for a member or non-member customer shall confirm the trade to the customer no later than the business day following the day upon which the transaction was consummated. Such confirmation shall be in writing and shall indicate the customer's account identification number; a separate listing of the amount of the premium and all other commissions, costs and fees; the option series; the expiration date; and the date of the transaction.

(b) In addition, upon the expiration or exercise of any commodity option, each commission merchant must furnish to each customer holding any such option which has expired or been exercised, not later than the next business day, a written confirmation statement which shall include the date of such occurrence, a description of the option involved, and in the case of exercise, the details of the futures position which resulted therefrom.

(c) Notwithstanding paragraphs (a) and (b) of this Regulation, a commodity options transaction that is executed for a commodity pool (investment company) need be confirmed only to the operator of the commodity pool.

(d) With respect to any account controlled by any person other than the customer for whom the account is carried, each commission merchant shall promptly furnish in writing to such other person the information set forth in paragraphs (a) and (b) of this Regulation. (08/01/94)

421.03 Average Price Orders - Member firms may confirm to customers an average price when multiple execution prices are received on an order or series of orders for futures, options or combination transactions. An order or series of orders executed during the same trading day at more than one price may only be averaged pursuant to this regulation if each order is for the same account or group of accounts and for the same commodity and month for futures, or for the same commodity, month, put/call and strike for options.

Any member or member firm that accepts an order pursuant to this regulation must comply with requirements of this regulation and all order recordation requirements.

Upon receipt of an execution at multiple prices for any order subject to this regulation, an average price will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series.

Each Clearing firm that confirms to a customer an average price, must indicate on the confirmation and monthly statement that the price is not an execution price. (10/01/01)

421.05 Allocation of Exercise Notices - The Clearing Services Provider, in an equitable, random manner, shall assign exercise notices tendered by options purchasers to clearing members holding open short options positions; and each clearing member and commission merchant, in an equitable, random or proportional manner, shall assign exercise notices it receives on behalf of customer accounts to such customer accounts holding open short options positions. (01/01/04)

422.00 Investment Company Accounts - (See 507.00) (08/01/94)

423.00 Discretionary Orders - No member or registered eligible business organization shall permit any employee, whether member or non-member, to exercise discretion in the handling of any transaction for a customer for execution on this Exchange, unless prior written authorization for the exercise of such

discretion has been received. A discretionary order is defined as an order that lacks any of the following elements: the commodity, year and delivery month of the contract, number of contracts, and whether the order is to buy or sell.

All partners of a registered partnership, all managers and members of a registered limited liability company and all officers of a registered corporation, shall be considered employees of their firm or corporation for purposes of these discretionary rules and regulations. 151 (04/01/98)

423.01 Discretionary Accounts - It shall be a violation of this regulation for any member or registered eligible business organization

1. To accept or carry an account over which the member or employee thereof exercises trading authority or control for another person in whose name the account is carried, without-

   a. obtaining a signed copy of the Power of Attorney, trading authorization, or other document by which such trading authority or control is given;

   b. sending direct to the person in whose name the account is carried a written confirmation of each trade as provided in Rule 421.00 and a monthly statement showing the exact position of the account, including all open trades figured to the market; and

   c. reflecting the discretionary nature of the account on all statements sent to the account owner.

2. To accept or carry an account over which any third party individual or organization other than the person in whose name the account is carried exercises trading authority or control, without -

   a. obtaining a signed copy of the Power of Attorney, trading authorization, or other document by which such trading authority or control is given; and

   b. obtaining a written acknowledgment from the person in whose name the account is carried that he has received a copy of the account controller's disclosure document, prepared pursuant to CFTC Regulation 4.31, or a written statement explaining why the account controller is not required to provide a disclosure document to the customer.

   (The above acknowledgement of paragraph b. need not be obtained (i) when the person in whose name the account is carried and the individual given trading authority or control are of the same family; or (ii) when the person given trading authority or control is (A) a member, (B) an officer, partner, member, manager or managerial employee of the eligible business organization carrying the account; (C) a bank or trust company organized under federal or state laws or (D) an insurance company regulated under the laws of any state; or (iii) when the account is carried in the name of (A) an employee benefit plan subject to ERISA or organized under the laws of any state (B) an investment company registered under the Investment Company Act of 1940, (C) a bank or trust company organized under federal or state law, (D) an insurance company regulated under the laws of any state; or (E) an exempt organization, as defined in section 501 (c) (3) of the Internal Revenue Code, with net assets of more than $100 million.)

3. To accept or carry the account of a non-member who has given trading authority to a member unless the member carrying the account requires that all orders entered for the account be executed by an individual or individuals other than the member to whom such trading authority is given. This requirement shall not apply where the non-member customer and the member having such trading authority are of the same family. This Regulation shall only apply to open outcry Regular and open outcry Night Trading Hours.

4. For purposes of this Regulation, a person does not exercise trading authority or control if the person in whose name the account is carried or the account controller specifies (1) the precise commodity interest to be purchased or sold, and (2) the exact amount of the commodity interest to be purchased or sold. Provided the foregoing provisions are met, the provisions of this Regulation shall not apply to discretion as to the price at which or the time when an order shall be executed.

The provisions of this Regulation relate only to transactions executed on this Exchange. 1990 (04/01/98)

423.01B Discretionary Trading - The increasing utilization of trading by programmed recommendations, whether by computer, charts or by any means, has brought several questions to the

Rules Committee regarding discretion. These methods tend to create situations requiring the use of discretion and the Rules Committee recommends that member firms treat all such accounts as discretionary accounts unless the member can be certain that the customer(s) has given specific instructions, including price limits and any subsequent price changes relative to orders placed in connection with such trading.

In connection with the above, your attention is called to Rule 423.00 and Regulations 423.01 through 423.03 all having to do with the handling of discretionary accounts. 41R (08/01/94)

423.02 Presumption That Trades Are Pursuant to Discretionary Authority - Every trade in an account over which any individual or organization other than the person in whose name the account is carried exercises trading authority or control shall be rebuttably presumed to have been made pursuant to such trading authority or control. The Power of Attorney, trading authorization or other document by which any individual or organization other than the person in whose name an account is carried exercises trading authority or control over such account can be terminated only by a written revocation signed by the person in whose name the account is carried; by the death of the person in whose name the account is carried; or, where the individual or organization that exercises authority or control over the account is the member carrying the account or an employee thereof, by written notification from the member to the person in whose name the account is held that such member will no longer act pursuant to such trading authorization as of the date provided in the notice. 1991 (08/01/94)

423.03 Supervision of Discretionary Trading by Employees - A Power of Attorney or trading authorization signed by the customer and naming the employee to whom trading authority is given will be considered written authorization of the customer with respect to any discretionary transaction handled by such employee pursuant to such Power of Attorney or trading authorization.

Each account with respect to which an employee has discretionary authority must be given daily supervision by the employer, or by a partner or officer or such other person designated as a compliance officer if the employer is an eligible business organization, to see that trading in such account is not excessive in size or frequency in relation to financial resources in that account. The provisions of this paragraph shall not apply where only one employee of an eligible business organization member firm has discretionary authority if that individual is also the only principal who supervises futures trading activity.

No employee who has not been registered for a minimum of two continuous years as an Associated Person (AP) under CFTC Regulations may exercise the discretion permitted by Rule 423.00. The foregoing requirement may be waived in particular cases by the Business Conduct Committee upon a showing by the applicant of experience equivalent to such a two-year registration. 1992 (04/01/98)

423.04 Customer Orders During Concurrent Sessions - For orders involving concurrently traded contracts, the customer may choose to designate whether the order is to be executed in the open outcry market or on e-cbot. (01/01/04)

423.05 - Anti-Money Laundering - Each member futures commission merchant shall develop and implement a written anti-money laundering program, approved in writing by senior management, that is reasonably designed to achieve and monitor the member FCM's compliance with the applicable requirements of the Bank Secrecy Act (31 U.S.C. 5311, et. seq.), and the implementing regulations promulgated thereunder by the Department of the Treasury and, as applicable, the Commodity Futures Trading Commission. Such anti-money laundering program shall, at a minimum:

1. Establish and implement policies, procedures and internal controls reasonably designed to assure compliance with the applicable provisions of the Bank Secrecy Act and the implementing regulations thereunder;

2. Provide for independent testing for compliance to be conducted by member FCM personnel or by a qualified outside party;

3. Designate an individual or individuals responsible for implementing and monitoring the day-to day operations and internal controls of the program; and

4. Provide ongoing training of appropriate personnel.

Member FCMs must also supervise and ensure that their guaranteed introducing brokers are in compliance with the anti-money laundering provisions contained in this Regulation. (06/01/03)

Ch4 Position Limits and Reportable Positions
425.01 Position Limits -
(a) For the purposes of this Regulation, the following are definitions of titles used in position limit chart-

Spot Month - Spot month futures-equivalent position limit net long or net short effective at the start of trading on the first business day prior to the first trading day of the spot month.

Single Month - Futures-equivalent position limit net long or net short in any one month other than the spot month.

All Months - Position limit net long or net short in all months and all strike prices combined. Note: Long futures contracts, long call options, and short put options are considered to be on the long side of the market while short futures contracts, long put options, and short call options are considered to be on the short side of the market. For each commodity, the futures-equivalents for both the options and futures contracts are aggregated to determine compliance with the net long or net short same side position limits.

Reportable Futures Level - Reportable futures position in any one month.

Reportable Options Level - Reportable options position in any one month in each option category. Note: Option categories are long call, long put, short call, and short put.

Net Equivalent Futures Position - Each option contract has been adjusted by the prior day's risk factor, or delta coefficient, for that option which has been calculated by the Board of Trade Clearing Corporation.

For the purpose of this Regulation:

(i) An option contract's futures-equivalency shall be based on the prior day's delta factor for the option series, as published by the Board of Trade Clearing Corporation. For example, 8 long put contracts, each with a delta factor of 0.5, would equal 4 futures-equivalent short contracts.

(ii) Long futures contracts shall have a delta factor of +1, and short futures contracts shall have a delta factor of -1.

(iii) Long call options and short put options shall have positive delta factors.

(iv) Short call options and long put options shall have negative delta factors.

(v) An eligible option/option or option/futures spread is defined as an intra-month or inter-month position in the same Chicago Board of Trade commodity in which the sum of the delta factors is zero.

(b) Except as provided in Regulations 425.03, 425.04 and 425.05, the maximum positions which any person may own, control, or carry are as follows:

(Note: All position limits and reportable positions are in number of contracts and are based on futures or *Net Equivalent Futures Positions.

*Please see section (a) of this Regulation for definition.

CONTRACT	*SPOT MONTH	*SINGLE MONTH	*ALL MONTH	*REPORTABLE FUTURES LEVEL	*REPORTABLE OPTIONS LEVEL
Bund	None	None	None	1,000	
Bobl	None	None	None	800	
Schatz	None	None	None	500	
10-Year Interest Rate Swap	None	None	None	500	500
5-Year Interest Rate Swap	None	None	None	500	500
CBOT Dow Jones Industrial Average/sm/ Index	None	None	50,000 (aggregate DJIA/sm/ limit, see #9)	100	100
CBOT mini-sized Dow/sm/ ($5 multiplier)	None	None	50,000 (aggregate DJIA/sm/ limit, see #9)	100	100
CBOT Dow Jones - AIG Commodity Index(SM)	None	None	15,000	25	
CBOT 5,000 OZ. Silver	1,500	6,000	6,000	150	
CBOT 100 OZ. Gold	3,000	6,000	6,000	200	
CBOT mini-sized Silver	1,500	1,500	3,000	750	
CBOT mini-sized Gold	4,000	4,000	6,000	600	
U.S. Treasury Bonds	None	None	None	1,000	1,000
mini-sized U.S. Treasury Bonds	None	None	None	1,000	
U.S. Treasury Notes (5 yr.)	None	None	None	800	800
U.S. Treasury Notes (6 1/2-10 yr.)	None	None	None	1,000	1,000
mini-sized U.S. Treasury Notes (6 1/2-10 yr.)	None	None	None	1,000	
U.S. Treasury Notes (2 yr.)	None	None	None	500	500
WI 2Yr Treasury Notes	8,000 (see #12)	None	8,000 (see #12)	500	
30 Day Fed Fund	None	None	None	300	300
10. Year Municipal Note Index	5,000	None	5,000	100	
mini-sized Eurodollars	10,000	10,000	10,000	400	
Corn and CBOT mini-sized Corn	600 (aggregate see #10)	5,500 (aggregate, see #1, 10)	9,000 (aggregate, see #1, 3, 10)	150 (individual, see #11	150
Soybeans and CBOT mini-sized Soybeans	600 (aggregate see #10)	3,500 (aggregate, see #1, 10)	5,500 (aggregate, see #1, 4, 10)	100 (individual, see #11	100
Wheat and CBOT mini-sized Wheat	600 (aggregate see #8, 10)	3,000 (aggregate, see #1, 10)	4,000 (aggregate, see #1, 7, 10)	100 (individual, see #11	100
Oats	600	1,000 (see #1)	1,500 (see #1, 6)	60	60
Rough Rice	600 (see #5)	1,000	1,000 (see #2)	50	50
Soybean Oil	540	3,000 (see #1,7)	4,000 (see #1,7)	200	200

Soybean Meal	720	3,000 (see #1,7)	4,000 (see #1,7)	200	200

#1 Additional futures contracts may be held outside of the spot month as part of futures/futures spreads within a crop year provided that the total of such positions, when combined with outright positions, do not exceed the all months combined limit. In addition, a person may own or control additional options in excess of the futures-equivalent limits provided that those option contracts in excess of the futures-equivalent limits are part of an eligible option/futures spread.

#2 No more than 500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/options or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#3 No more than 5,500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#4 No more than 3,500 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#5 In the last five trading days of the expiring futures month, the speculative position limit for the July futures month will be 200 contracts and for the September futures month the limit will be 250 contracts.

#6 No more than 1,000 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option/futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures/equivalents for both the options and futures contracts are aggregated to determine compliance with these net same side single month position limits.

#7 No more than 3,000 futures-equivalent contracts net on the same side of the market are allowed in a single month in all strike prices combined. Additional options contracts may be held as part of option/option or option futures spreads between months within the same crop year provided that the total of such positions, when combined with outright positions, does not exceed the all months combined limit. The futures-equivalents for both the options and futures contracts are aggregate to determine compliance with these net same side single month limits.

#8 In the last five trading days of the expiring futures month in May, the speculative position limit will be 600 contracts if deliverable supplies are at or above 2,400 contracts, 500 contracts if deliverable supplies are between 2,000 and 2,399 contracts, 400 contracts if deliverable supplies are between 1,600 and 1,999 contracts, 300 contracts if deliverable supplies are between 1,200 and 1,599 contracts, and 220 contracts if deliverable supplies are below 1,200 contracts. Deliverable supplies will be determined from the CBOT's Stock of Grain report on the Friday preceding the first notice day for the May contract month. For the purposes of these regulations, one mini-sized Wheat contract shall be deemed to be equivalent to one-fifth of a corresponding Wheat contract.

#9 The aggregate position limit in CBOT mini-sized Dow/sm/ ($5 multiplier) futures and CBOT DJIA/sm/ futures and options is 50,000 DJIA/sm/ contracts, net long or net short in all contract months combined. For the purposes of these regulations, one mini-sized Dow/sm/ ($5 multiplier) contract shall be deemed to be equivalent to one-half of a DJIA/sm/ futures contract.

#10 The net long or net short positions in Corn, Soybean, or Wheat contracts may not exceed their respective position limits. The net long or net short positions in mini-sized Corn, mini-sized Soybeans, or mini-sized Wheat may not exceed their respective position limits. The aggregate net long or net short positions in Corn and mini-sized Corn, Soybeans and mini-sized Soybeans, or Wheat and mini-sized Wheat contracts may not exceed their respective position limits. For the purposes of these regulations, one mini-sized Corn, one mini-sized Soybeans, or one mini-sized Wheat contract shall be deemed to be equivalent to one-fifth of a corresponding Corn, Soybeans, or Wheat contract.

#11 The reporting level for the primary contract is separate from the reporting level for the mini-sized contract. Positions in any one month at or above the contract level indicated trigger reportable status. For a person in reportable status, all positions in any month of that contract must be reported. For the purpose of these regulations, positions are on a contract basis

#12 The Chicago Board of Trade reserves the right to adjust spot month and aggregate position limits in the When Issued (WI) 2-Year U.S. Treasury Note futures contract based upon changes in the announced auction amount of 2-Year U.S. Treasury Notes. At no time will the spot month speculative position limit be allowed to exceed 17.5 percent of the announced auction size.

Except for the interest of a limited partner or shareholder (other than the commodity pool operator) in a commodity pool, ownership, including a 10% or more financial ownership interest, shall constitute control over an account except as provided in Regulation 425.05.

The maximum positions which any person, as defined in Regulation 425.01 (c), may own or control shall be as set forth herein. However, with respect to the maximum positions which a member firm may carry for its customers, it shall not be a violation of the limits set forth herein to carry customer positions in excess of such limits for such reasonable period of time as the firm may require to discover and liquidate the excess positions or file the appropriate hedge or exemption statements for the customer accounts in question in accordance with Regulations 425.03 and 425.04. For the purposes of this regulation, a "reasonable period of time" shall generally not exceed one business day for those positions that are not subject to the provisions of Regulations 425.03 and 425.04.

However, for any option position that exceeds position limits for passive reasons such as a market move or exercise assignment, the person shall be allowed one business day to liquidate the excess position without being considered in violation of the limits. In addition, if at the close of trading, an option position exceeds position limits when evaluated using the previous day's delta factors, but does not exceed the limits when evaluated using the delta factors for that day's close of trading, then the position shall not constitute a position limit violation.

Note: The Commodity Futures Trading Commission has imposed speculative position limits on Corn, Oats, Soybean, Wheat, Soybean Oil and Soybean Meal futures contracts as provided in Part 150 of CFTC Regulations.

(c) The term "net" shall mean the long or short position held after offsetting long futures positions against short futures positions. The word "person" shall include individuals, associations, partnerships, limited liability companies, corporations and trusts.

(d) The foregoing limits on positions shall not apply to bona fide hedging positions which meet the requirements of Regulations 425.02 and 425.03, nor to positions subject to particular limits granted pursuant to Regulation 425.04.

(e) The Board, or a Committee authorized by the Board may direct any member or registered eligible business organization owning, controlling or carrying a position for a person whose total position as defined in subsection (f) below exceeds the position limits as set forth in subsection (b) above or as specifically determined pursuant to Regulations 425.03 or 425.04 to liquidate or otherwise reduce the position.

(f) In determining whether any person has exceeded the position limits specified in subsection (b) of this Regulation or those limits determined pursuant to Regulations 425.03 or 425.04, or whether a position is a reportable position as set forth in subsections (b) and (g) herein, all positions in accounts for which such person by power of attorney or otherwise directly or indirectly controls trading, except as provided in Regulation 425.05, shall be included with the positions held by such person. Such limits upon positions shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

(g) If a person owns, controls or carries a position equal to or greater than the number of contracts specified in subsection (b) above long or short in any one month, then all such futures and options on such futures contract owned, controlled or carried by that person, whether above the given level or not, shall necessarily be deemed reportable positions. Every member or registered eligible business organization shall report each and every reportable position to the Office of Investigations and Audits at such times and in such form and manner as shall be prescribed by the Business Conduct Committee.

(1) On or before the first day on which any position must be reported as provided above, the member or registered eligible business organization carrying the position must furnish to the Office of Investigations and Audits a report, in the form, manner and content prescribed by the Business Conduct Committee, identifying the owner of the account for which the position must be reported and all persons associated with the account as described in subsection (f) above.

(2) Every member or registered eligible business organization must report each and every reportable position and provide the report required in subsection (1) above for each person within any account carried on an omnibus basis, unless, upon application of the member or registered eligible business organization to the Business Conduct Committee, the nonmember omnibus account specifically is approved to report directly to the Office of Investigations and Audits. (10/01/04)

425.02 Bona Fide Hedging Positions -

(a) General Definition. Bona fide or economically appropriate hedging positions in futures or options shall mean positions in a contract or positions in options on a contract for future delivery on this Exchange, where such positions normally represent a substitute for positions to be taken at a later time in a physical marketing channel, and where they are economically appropriate to the reduction of risks in the conduct and management of a commercial enterprise, and where they arise from:

(1) The potential change in the value of assets which a person owns, refines or merchandises or anticipates owning, refining or merchandising,

(2) The potential change in the value of liabilities which a person owes or anticipates incurring, or

(3) The potential change in the value of services which a person provides, purchases or anticipates providing or purchasing.

Notwithstanding the foregoing, no positions of a person shall be classified as bona fide hedging unless their purpose is to offset price risks incidental to that person's commercial cash or spot operations and such positions are established and liquidated in an orderly manner in accordance with sound commercial practices and unless the provisions of Regulation 425.03 have been satisfied.

(b) Enumerated Hedging Positions. For purposes of Regulation 425.03, the definition of bona fide or economically appropriate hedging positions in subsection (a) above includes, but is not limited to, the following specific positions:

(1) Sales of any commodity for future delivery, purchases of any put options on futures contracts and/or sales of any call options on futures contracts, which do not exceed in quantity:

(i) Ownership of the same cash commodity by the same person, and

(ii) Fixed-price purchases of the same cash commodity by the same person.

(2) Purchases of any commodity for future delivery, sales of any put options on futures contracts and/or purchases of any call options on futures contracts, which do not exceed in quantity:

(i) Fixed-price sales of the same cash commodity by the same person; and

(ii) The quantity equivalent of fixed-price sales of the cash products and derivative products of such commodity by the same person.

(3) Sales and purchases of commodities for future delivery or of options on contracts for future delivery described in subsections (b)(1) and (b)(2) may also be offset by the same or other quantities of a different cash commodity, provided that the fluctuations in the value of the position for future delivery or of the commodity underlying the option contract are substantially related to the fluctuations in the value of the actual cash position.

(c) Non-Enumerated Hedging Positions. The Board, or a Committee authorized by the Board, may recognize positions other than those enumerated in subsection (b) as bona fide or economically appropriate hedging positions, in accordance with the general definition of bona fide or economically appropriate hedging positions in Regulation 425.02(a), upon the filing of a satisfactory initial statement in accordance with Regulation 425.03. Such positions may include:

(1) Short-hedging positions (including long put options or short call options) of unsold anticipated positions in the same cash commodity by the same person;

(2) Long-hedging positions (including long call options or short put options) of unfilled anticipated requirements of the same cash commodity by the same person;

(3) Short or long cross-hedging positions, provided that the fluctuations in the value of the positions for future delivery or the commodity underlying the options positions are substantially related to the fluctuations in the value of the anticipated cash positions; or

(4) Any other positions in commodities for future delivery or options on futures contracts, including those established under the concept of "delta-ratio hedging", under such terms and conditions as the Board, or a Committee authorized by the Board, may specify.

(d) Cash positions described in subsections (b) and (c) above shall not include those positions or portions of positions which are bona fide hedging positions in futures or economically appropriate hedging positions in options pursuant to Regulations 425.02 and 425.03.

Note: Corn, Oats, Soybean, Soybean Oil, Soybean Meal and Wheat futures contracts are subject to Commodity Futures Trading Commission Regulation 1.3(z), which defines bona fide hedging transactions and positions. (10/01/00)

425.03 Reporting Requirements For Bona Fide or Economically Appropriate Hedging Positions in Excess of Limits -

(a) Initial Statement. Every member or registered eligible business organization which owns, controls, or carries positions on behalf of a person who seeks classification of such positions as bona fide or economically appropriate hedging positions must file a statement satisfactory to designated staff or a Committee authorized by the Board in order to classify such positions as bona fide or economically appropriate hedging positions within the meaning of Regulation 425.02. The initial statement of the member or registered eligible business organization filed on behalf of a person shall be filed no later than 10 business days after the day on which the person's position exceeds the speculative limit for each contract specified in Regulation 425.01 (a), and shall include:

(1) A description of the kinds of intended positions and their potential size;

(2) A statement affirming that the kinds of intended positions are bona fide or economically appropriate hedging positions; and

(3) With respect to the kinds of intended positions that are described as non-enumerated hedging positions under Regulation 425.02(c), a justification that the kinds of intended positions are consistent with the definition of bona fide or economically appropriate hedging positions within the meaning of Regulation 425.02(a).

(b) Supplemental Statements. Whenever there is a material change in the information provided in the person's most recent statement pursuant to this Regulation, a supplemental statement which updates and confirms previous information shall be filed with designated staff or a Committee authorized by the Board by every member or registered eligible business organization owning, controlling or carrying such person's position. The supplemental statement shall be filed no later than 10 business days after the day on which the person's position exceeds the level specified in the most recent statement.

(c) A Committee or designated staff authorized by the Board will monitor bona fide or economically appropriate hedging positions. The initial and supplemental statements prescribed in subsections (a) and (b) above must be submitted to the Office of Investigations and Audits and shall be maintained on a confidential basis. The Board, or a Committee or designated staff authorized by the Board may request additional relevant information necessary to ensure compliance with this Regulation 425.03. (10/01/00)

425.04 Exemptions From Position Limits -

(a) The Board, or a Committee authorized by the Board, may establish particular position limits on those positions of a person normally known as "spreads, straddles or arbitrage," including:

(1) intramarket spreads;

(2) intermarket spreads;

(3) cash-futures arbitrage, where "cash" is defined as spot or forward positions; or

(4) eligible option/option or option/futures spreads as defined in Regulation 425.01.

In addition, the Board or a Committee authorized by the Board, may establish, on a case by case basis, particular maximum position limits on certain risk management positions in interest rate, stock index and currency futures and options, including:

(1) Long positions (futures, long calls, short puts) whose underlying commodity value does not exceed the sum of:

(i) Cash set aside in an identifiable manner, or any of the following unencumbered instruments so set aside, with maturities of less than 1 year: U.S. Treasury obligations; U.S. agency discount notes; commercial paper rated A2 or better by Standard & Poors and P2 or better by Moody's; banker's acceptances; or certificates of deposit, plus any funds deposited as margin on such positions; and

(ii) Accrued profits on such positions held at the futures commission merchant.

(2) Long positions (futures, long calls) whose underlying commodity value does not exceed the sum of:

(i) The value of equity securities, debt securities, or currencies owned and being hedged by the trader holding such futures or option position, provided that the fluctuations in value of the position used to hedge such securities are substantially related to the fluctuations in value of the securities themselves; and

(ii) Accrued profits on such positions held at the futures commission merchant.

(3) Short calls whose underlying commodity value does not exceed the sum of:

(i) The value of securities or currencies underlying the futures contract upon which the option is based or underlying the futures contract upon which the option is based or underlying the option itself and which securities or currencies are owned by the trader holding such option position; and

(ii) The value of securities or currencies whose price fluctuations are substantially related to the price fluctuations of the securities or currencies underlying the futures contract upon which the option is based or underlying the option itself and which securities or currencies are owned by the trader holding such option position.

Risk management positions eligible for particular position limits under this Regulation do not include

those considered as bona fide or economically appropriate hedging positions as defined in Regulation 425.02.

(b) Requirements for Exemptions from Position Limits. Every member or registered eligible business organization which owns, controls or carries positions on behalf of a person who wishes to make purchases or sales of any commodity for future delivery or any option on a contract for future delivery in excess of the position limits then in effect, shall file statements on behalf of the person with the Exchange, in such form and manner as shall be prescribed by the Board, or by a Committee authorized by the Board, in conformity with the requirements of this subsection.

(1) Initial Statement. Initial statements concerning the classification of positions normally known in the trade as "spreads, straddles or arbitrage," or risk management positions, as described in subsection (a) above, for the purpose of subjecting such positions to particular position limits above those specified in Regulation 425.01 (a), shall be filed with designated staff or Committee authorized by the Board no later than 10 business days after the day on which such positions exceed the position limits then in effect. Such statements shall include information necessary to enable the Board, or a Committee authorized by the Board, to make a determination that the particular kinds of intended positions should be eligible for a higher position limit, including, but not limited to:

(i) A description of the specific nature and size of positions for future delivery or in options on contracts for future delivery and offsetting cash, forward or futures positions, where applicable, and affirmation that intended positions to be maintained in excess of the limits set forth in Regulation 425.01 (a) will be positions as set forth in subsection (a) above; and

(ii) In the case of risk management positions, information on the cash portfolio being managed and/or any cash or cash market instruments held in connection with the intended risk management position, as well as other information relevant to the conditions specified in subsection (a) above. Of particular interest are whether the cash market underlying the futures or option market has a high degree of demonstrated liquidity relative to the size of the positions, and whether there exist opportunities for arbitrage which provide a close linkage between the cash market and the futures or options market in question; and whether the positions are on behalf of a commercial entity, including parents, subsidiaries or other related entities, which typically buys, sells or holds the underlying or a related cash market instrument.

(2) Supplemental Statements. Whenever there is a material change in the information provided in the person's most recent statement pursuant to this Regulation, a supplemental statement which updates and confirms previous information shall be filed with designated staff or a Committee authorized by the Board by every member or registered eligible business organization owning, controlling or carrying such person's position. The supplemental statement shall be filed no later than 10 business days after the day on which the person's position exceeds the level specified in the most recent statement.

(c) A Committee or designated staff authorized by the Board will monitor the positions maintained by persons who have obtained particular position limits under the provisions of this Regulation. The initial and supplemental statements prescribed in subsections (b)(1) and (b)(2) above must be submitted to the Office of Investigations and Audits and shall be maintained on a confidential basis. The Board, or a Committee or designated staff authorized by the Board, may request additional relevant information necessary to ensure compliance with this Regulation 425.04, and may, for any good reason, amend, revoke or otherwise limit the particular position limits established.

(d) The provisions of this Regulation 425.04 shall not apply to Corn, Oats, Soybean, Wheat, Soybean Oil and Soybean Meal futures and options contracts traded on the Exchange. (10/01/00)

425.05 Exemption from Aggregation for Position Limit Purposes -

(a). Positions carried for an eligible entity as defined in Commodity Futures Trading Commission Regulation 150.1(d), in a separate account or accounts of an independent account controller, as

defined in Commodity Futures Trading Commission Regulation 150.1(e) may exceed the position limits set forth in Regulation 425.01 to the extent such positions are positions not for the spot month and which are carried for an eligible entity as defined by Commodity Futures Trading Commission Regulation 150.1 or such other persons as the Commission deems exempt pursuant to Regulation 150.3, in the separate account or accounts of an independent account controller provided however, that the overall positions held or controlled by each such independent account controller may not exceed the limits specified in Regulation 425.01.

(b) Additional Requirements for Exemption of Affiliated Entities - If the independent account controller is affiliated with the eligible entity or another independent account controller, each of the affiliated entities must:

1) Have and enforce, written procedures in place to preclude such account controllers from having knowledge of, gaining access to, or receiving data about, trades of other account controllers. Such procedures must include document routing, and other procedures or security arrangements, including separate physical locations, which would maintain the independence of their activities provided, however, that such procedures may provide for the disclosure of information which is reasonably necessary for an eligible entity to maintain the level of control consistent with the fiduciary responsibilities and necessary to fulfill its duty to supervise diligently the trading done on its behalf;

2) Trade such accounts pursuant to separately developed and independent trading systems and market such trading systems separately; and

3) Solicit funds for such trading by separate Disclosure Documents that meet the standards of Commodity Futures Trading Commission Regulation 4.21.

(c) Upon request by the Board or a Committee authorized by the Board or such person responsible for the supervision of the Office of Investigations and Audits, any person claiming an exemption from speculative position limits under this Regulation must provide to the Exchange such information as specified in the request relating to the positions owned or controlled by that person; trading done pursuant to the claimed exemption; the futures, options, or cash market positions which support the claim of the exemption; and the relevant business relationships supporting a claim of exemption. (10/01/00)

425.06 Position Accountability for U.S. Treasury Bonds - A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in U.S. Treasury Bond futures and mini-sized U.S. Treasury Bond futures of more than 10,000 U.S. Treasury Bond futures contracts, and/or futures-equivalent contracts net long or net short in all months and strike prices combined, or net long or net short futures contracts in the spot month, or 25,000 option contracts for all months and all strike prices combined in each option category as defined in Regulation 425.01 (a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (10/01/01)

425.07 Position Accountability for Long-Term, Medium-Term and Short-Term Treasury Notes A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in Long-Term Treasury Note futures and mini-sized Long-Term U.S. Treasury Note futures of more than 7,500 Long-Term Treasury Note futures contracts and/or futures-equivalent contracts, or more than 7,500 Medium-Term Treasury Note futures and/or futures-equivalent contracts, or more than 7,500 Short-Term Treasury Note futures and/or futures-equivalent contracts,net long or net short in all months and strike prices combined, or net long or

net short futures contracts in the spot month, or 20,000 option contracts for all months and all strike prices combined in each option category as defined in Regulation 425.01 (a) shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in Long-Term Treasury Notes mini-sized Long-Term U.S. Treasury Notes, Medium-Term Treasury Notes or Short-Term Treasury Notes which exceeds the above-referenced 7,500 futures and/or futures-equivalent contracts or 20,000 option contracts level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (11/01/03)

425.08 Position Accountability for 30-Day Fed Funds Contracts - A person as defined in Regulation 425.01(b), who owns or controls more than 3,000 30-Day Fed Fund futures contracts, and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short in the spot month, shall thereby be subject to the following provisions:

- Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in 30-Day Fed Fund futures contracts which exceeds the above-referenced 3,000 contract level.

- Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney of otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (04/01/03)

425.09 Position Accountability for mini-sized U.S. Treasury Bonds- A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in mini-sized U.S. Treasury Bond futures and U.S. Treasury Bond futures of more than 20,000 mini-sized U.S. Treasury Bond futures, and/or futures-equivalent contracts net long or net short in all months combined, or net long or net short futures contracts in the spot month as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Association. (10/01/01)

425.10 Position Accountability for mini-sized Long-Term U.S. Treasury Notes- A person as defined in Regulation 425.01(c), who owns or controls an aggregate position in mini-sized Long-Term U.S. Treasury Note futures and Long-Term Treasury Note futures of more than 15,000 mini-sized Long-Term U.S. Treasury Note futures and/or futures-equivalent contracts, net long or net short in all months combined, or net long or net short futures contracts in the spot month as defined in Regulation 425.01(a) shall thereby be subject to the following provisions:

- Such person shall provide, in a timely manner upon request by the Association, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in mini-sized Long Term U.S. Treasury Notes, which exceeds the above-referenced 15,000 futures and/or futures-equivalent

contracts.

- Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. (10/01/01)

425.11 Position Accountability in CBOT(R) 10-Year Municipal Note Index Futures- In conjunction with Regulation 425.01, a person as defined in Regulation 425.01(c), who owns or controls an aggregate position in CBOT(R) 10-Year Municipal Note Index futures shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. (11/01/02)

425.12 Position Accountability in CBOT(R) 10-Year Interest Rate Swap Contracts- A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 CBOT(R) 10-year Interest Rate Swap futures and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short futures in the spot month, or 15,000 options for all months and strike prices combined in each option category as defined in Regulation 425.01 (a), shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in CBOT(R) 10-Year Interest Rate Swap contracts that exceeds the above-referenced levels of 5,000 futures or futures-equivalent contracts or 15,000 options.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. Nothing herein shall limit the jurisdiction of the Association. (12/01/02)

425.13 Position Accountability in CBOT(R) 5-Year Interest Rate Swap Contracts- A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 CBOT(R) 5-year Interest Rate Swap futures and/or futures-equivalent contracts, net long or net short in all months and strike prices combined, or net long or net short futures in the spot month, or 15,000 options for all months and strike prices combined in each option category as defined in Regulation 425.01 (a), shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Association acting in its discretion, not to increase further the position in CBOT(R) 5-Year Interest Rate Swap contracts that exceeds the above-referenced contract levels, of 5,000 futures or futures-equivalent contracts or 15,000 options.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person. Nothing herein shall limit the jurisdiction of the Association. (12/01/02)

425.14 Position Accountability in Bund Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bund futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bund futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.15 Position Accountability in Bobl Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bobl futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bobl futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.16 Position Accountability in Schatz Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Schatz futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Schatz futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.14 Position Accountability in Bund Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bund futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bund futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.15 Position Accountability in Bobl Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Bobl futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Bobl futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or

otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

425.16 Position Accountability in Schatz Futures - A person as defined in Regulation 425.01(c), who owns or controls more than 5,000 Schatz futures contracts, net long or short in all months combined, shall thereby be subject to the following provisions:

- - Such person shall provide, in a timely manner upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information if applicable.

- - Such person automatically shall consent, when so ordered by the Exchange acting in its discretion, not to increase further the position in Schatz futures contracts that exceeds the above-referenced 5,000 contract level.

- - Such positions must be initiated and liquidated in an orderly manner.

For purposes of this regulation, all positions in accounts for which a person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such person. The provisions of this regulation shall apply to positions held by two or more persons acting pursuant to an expressed or implied agreement or understanding, the same as if the positions were held by a single person.

Nothing herein shall limit the jurisdiction of the Exchange. (04/01/04)

430.00 Deposits by Customers - A member acting as commission merchant for a customer (member or non-member) may require from such customer a deposit, as indemnity against liability, and subsequent deposits to the extent of any adverse fluctuations in the market price. Such deposits must be made with the commission merchant within a reasonable time after demand, and, in the absence of unusual circumstances, one hour shall be deemed a reasonable time. The failure of the customer to make such deposit within such time, shall entitle, but shall not obligate, the commission merchant to close out the trades of the defaulting customer. If the commission merchant is unable to effect personal contact with the customer, a written demand left at the office of the customer, during business hours, shall be deemed sufficient. 209 (08/01/94)

431.00 Margins - No member may accept or carry an account for a customer, whether a member or non-member, without proper and adequate margin. The Exchange shall fix minimum margin requirements.

The provisions of the foregoing paragraph do not apply to a non-clearing member who makes his own trades or who on the Floor gives his orders for trades which are exclusively for his own account and pays the brokerage thereon. 210 (08/01/94)

431.00A Permit Holder Interpretation - The term 'non-clearing member' in paragraph 2 of Rule 431.00 should be interpreted to include Permit Holders. (08/01/94)

431.01 Margins - Non-Clearing Members - A non-clearing member who makes his own futures trades or who on the Floor gives his orders for futures trades which are exclusively for his account shall be subject solely to the provisions of this Regulation. All futures transactions in such account shall be margined to the market. 1822B (08/01/94)

431.02 Margin Requirements - Margin requirements shall at all times be those requirements currently in effect. Changes in margin requirements shall be effective on all transactions.

1. Transferred to Regulations 431.03 and 431.05.

2. Clearing members may carry contracts for future delivery for foreign and domestic correspondents on a gross margin basis as provided in Paragraph 3 of Regulation 431.03, but only to the extent that such contracts are those of customers and non-customers of the foreign and domestic correspondents.

3. If stocks, bonds or similar collateral, which must be free from liens and from any impediments to negotiability, are deposited with a member specifically to secure transactions which are executed on this Exchange, the current market value less the applicable haircut as specified in SEC Rule 15c3-1(c)(2)(vi) may be considered as margin value to such transactions.

   A registered futures commission merchant shall not accept as margin, pledge, hypothecate, assign or factor any customer owned warehouse receipt other than a warehouse receipt that is eligible for delivery in satisfaction of futures contracts at a contract market.

4. Foreign currencies or foreign government securities which are deposited with a member for margin purposes must be reported at the current rate of exchange to the dollar equivalent. The margin value will be determined by Regulation 431.02 paragraph 3.

5. In computing minimum margin requirements for any customer equities or impairment resulting from change in market prices shall be regarded as money equivalents.

6. No member shall extend any credit or give any rebate or gratuity of any kind to any person for the purpose of circumventing or evading minimum margin requirements.

7. It shall be incumbent upon each member to require satisfactory evidence that all hedging trades are bona fide hedging trades. A letter from a customer so stating will be considered "satisfactory evidence" under this paragraph unless there is reason to suspect otherwise.

8. An account shall be entitled to spread margins, whenever said account is in a spread position. The carrying member shall designate spread position on his margin records.

9. When a correspondent member's account with the clearing member consists of trades which are spreading trades, such account may be carried as a spreading account by the clearing member.

10. It shall be incumbent upon each member financing purchases of cash grain for country elevator customers to require satisfactory evidence that funds so loaned are not used to margin future contracts other than for the purpose of hedging cash grain.

    When a customer states that funds required to fully margin his account are being transmitted at once, the member may consider this assurance in lieu of cash for a reasonable period. Members are required to keep written records of all margin calls, whether made in writing or by telephone.

11. Members shall not accept orders for new trades from a customer, unless the minimum initial margin on the new trades is deposited and unless the margin on old commitments in the account equals or exceeds the initial requirements on hedging and spreading trades and/or the maintenance requirements specified in Regulations 431.03 and 431.05 on all other trades. If the customer has a credit in excess of the initial margin requirements on all old commitments in his account, this may be used as part or all of the initial margins required on new commitments. However, credits in excess of maintenance margins and less than initial margin requirements may not be used.

12. No customer shall be permitted to make withdrawals from an account when the margin therein is less than the minimum initial margin specified in Regulations 431.03 and 431.05 or when the withdrawals would impair such minimum requirements.

13. No member may carry for a customer spreading transactions when the customer's account, figured to the market, would result in a deficit. Minimum maintenance margins required on other transactions are specified in Regulations 431.03 and 431.05. When a customer's account drops below the maintenance margin level, the account must be brought back to initial margin requirements. The failure of a member to close the customer's account before it results in such deficit or undermargined condition shall not relieve the customer of any liability to the member, nor shall such failure on the part of a member amount to an extension of credit to the customer if the member in the exercise of reasonable care has been unable to close the account without incurring such deficit or undermargined condition.

14. A member may use his discretion in permitting a customer having an established account to trade during any day without margining each transaction, provided the net position resulting from the day's trading is margined as required by Rules 286.00, 431.00 and Regulations 431.02, 431.03 and 431.05.

15. When a customer switches an open interest in the same grain from one future to another and the orders for the purchase and sale are placed simultaneously, no additional margins need be required by his commission merchant because of such switch. However, if such orders are not placed simultaneously, the new position should be margined on the basis of minimum initial margin requirements.

16. A bona fide hedger, in financial instruments, reporting positions on a gross basis pursuant to Regulation 705.01, must pay appropriate margins on the gross positions reported during the delivery month. 1822 (12/01/03)

431.02A Hedging Transactions - WHEREAS, Regulation 431.02(7) makes it incumbent "upon each member to require satisfactory evidence that all hedging trades are bona fide hedging trades," and

WHEREAS, Regulation 431.02(7) further states that "a letter from a customer so stating will be considered 'satisfactory evidence' unless there is reason to suspect otherwise;"

NOW THEREFORE, BE IT RESOLVED that whenever a non-member customer of a member or member firm carries in its hedging account an open position in any Board of Trade futures contract exceeding speculative position limits established by the Association, it shall be incumbent upon the member or member firm to satisfy itself, and to be able to confirm to the Business Conduct Committee that the open position of such non-member customer, to the extent that it exceeds such speculative position limits, represents bona fide hedging transactions.

BE IT FURTHER RESOLVED that this resolution be published as a Ruling of the Association. 42R (08/01/94)

431.03 Margin on Futures -

Under the provisions of Rule 431.00, the Exchange shall, from time to time, determine the minimum initial and maintenance margins for futures transactions, including hedging and spreading transactions. (12/01/03)

431.03B Margins-The Rules Committee was asked the following questions:

(1) Is it permissible for a carrying broker to maintain an account with a bank where it is specified that the deposits therein are made at the request of a particular client - such funds not necessarily being those of the client.

(2) Is it permissible to maintain such an account, limiting it to the amounts deposited by such client.

The Committee is unanimously of the opinion that these practices are a violation of the Association's minimum margin Rules and Regulations. They constitute the extending of credit for margins. 40R (08/01/94)

431.04 Notice of Undermargined Omnibus Accounts-(See 285.05) (08/01/94)

431.05 Margin on Options-Under the provisions of Rule 431.00, the Board hereby establishes that minimum margins for option transactions will be determined by the *Standard Portfolio Analysis of Risk- (SPAN-) margin calculations, or as otherwise determined by the Exchange.

(12/01/03)

431.06 Margin on Options-Non-Clearing Members--A non-clearing member who makes his own option trades or who on the Floor gives his orders for option trades which are exclusively for his account shall be subject solely to the provisions of the *Standard Portfolio Analysis of Risk-margin (SPAN-).

For all long option positions premium must be paid in full when the position is initiated.

(12/01/03)

*"SPAN-" and "Standard Portfolio Analysis of Risk-" are trademarks of the Chicago Mercantile Exchange. The Chicago Mercantile Exchange assumes no liability in connection with the use of SPAN by any person or entity.

432.00 Customers' Securities--The improper use of a customer's securities is inconsistent with just and equitable principles of trade. 211 (08/01/94)

433.00 Agreement for Use of Securities--An agreement between a member and a customer, authorizing the member to pledge securities, either alone or with other securities carried for the account of the customer, either for the amount due thereon or for a greater amount, or to lend such securities, does not justify the member in pledging or loaning more of such securities than is fair and reasonable in view of the indebtedness of said customer to said member.

No form of general agreement between a member and a customer shall warrant the member in using securities carried for the customer for delivery on sales made by the member for his own account, or for any account in which the firm or corporation of said member or of any general or special partner therein is directly or indirectly interested. 212 (08/01/94)

433.01 Construction of Rules 432.00 and 433.00--A customer's wholly owned securities and/or excess collateral (securities in excess of the approximate amount required to enable the member carrying the account to finance it) must be segregated in a manner which clearly identifies their ownership. The member carrying the account shall keep a record of the location of such segregated securities and the means by which their ownership may be identified. When such securities are in the custody of another broker, the member carrying the account shall keep such other broker fully informed at all times as to the specific securities to be segregated. This Regulation applies to both odd lots and round lots. (08/01/94)

443.00 Exempt Transactions--The provisions of the Rules and Regulations respecting member rates of commission and brokerage rates shall be superseded not later than March 4, 1978. 219A (08/01/94)

444.01 Transfer Trades; Exchange of Futures for Physicals and Give-up Transactions--Transfer trades, or office trades, are defined and limited to trades made upon the books of a commission merchant for the purpose of: (a) transferring existing trades from one account to another within the same office where no change in ownership is involved; or, (b) transferring existing trades from the office of one commission merchant to the office of another commission merchant where no change in ownership is involved, provided that no such transfer may be made for the purpose of evading and avoiding delivery on such trades and provided further that if such transfer is made after receipt from the Clearing Services Provider of a notice of intention to deliver applicable to such trades, then the notice of intention to deliver must be passed through the Clearing Services Provider along with the trades so transferred and the Clearing Services Provider shall thereupon pass the notice of intention to deliver to the commission merchant to whom such transfer has been made and delivery shall be taken by such commission merchant; or, (c) exchanging futures for cash commodities or in connection with cash commodities transactions; or, (d) exchanging futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04; or, (e) exchanging futures for, or in connection with, over-the-counter derivative transactions involving those futures designated in Regulation 444.06; or (f) to establish the prices of cash commodities; or, wheat, (g) correcting errors on cleared trades, provided the original trade documentation confirms the error and the special clearing code or screen designated by the Board of Directors has been used to identify these transfers; or (h) reporting Block Trade transactions for any contract that is eligible for Block Trade transactions under Regulation 331.05; or (i) transferring trades executed on behalf of another commission merchant from the account of the executing commission merchant to the account of the other commission merchant customer where no change of ownership is involved, provided that the special clearing code or screen designated by the Board of Directors has been used to identify these transfers. The Business Conduct Committee ("BCC") or designated staff pursuant to delegated authority, may, in its discretion, upon written request, exempt a transfer trade from the requirements of this provision providing that the transfer trade is made for the purpose of combining the positions held by two or more commodity pools which are operated by the same commodity pool operator and traded by the same commodity trading advisor, pursuant to the same strategy, into a single account so long as the transfer does not result in the liquidation of any open positions, and the pro rata allocation of interests in the consolidating account does not result in more than a de minimis change in the value of the interest of any pool participant. Additionally, the BCC, or designated staff pursuant to delegated authority, in its discretion, upon written request, may exempt such other transfers in connection with or as a result of, a merger, asset purchase, consolidation or similar non-recurring transaction between two or more entities where one or more entities become the successor in interest to one or more other entities.

Give-up transactions must be transferred in accordance with the procedure provided in subparagraph (h) above. In the case of give-up transactions, the commission merchant ("executing commission merchant") executing a trade on behalf of another commission merchant (the "carrying commission merchant") (including such carrying commission merchant's customers) must submit the trade to the Clearing Services Provider for clearing, and remains responsible for the clearing and settlement of such trade as prescribed by the Clearing Services Provider. Executing commission merchants and carrying commission merchants must utilize an automated invoicing system for commission payments resulting from give-up transactions, as determined by the Board of Directors. Notwithstanding the foregoing, the executing commission merchant, carrying commission merchant and, as applicable, the customer on the account at the carrying commission merchant for which the trade is executed, may by agreement set out their respective obligations and financial responsibility to one another relating to the transfer of the trade.

The exchange of futures in connection with cash commodity transactions or of futures for cash commodities or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04, or the exchanging of futures for, or in connection with, over-the-counter derivative transaction involving those futures designated in Regulation 444.06 may be made at such prices as are mutually agreed upon by the two parties to the transaction.

All transfer trades made between the offices of two commission merchants and all office trades made in connection with cash commodity transactions or the exchange of futures for cash commodities or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04 or the exchange of futures for, or in connection with, over-the-counter derivatives involving those futures designated in Regulation 444.06 shall be

designated by proper symbol as transfer or office trades and must be cleared through the Clearing Services Provider in the regular manner.

Transfer trades must be made at the same price or prices which appear on the books of the transferring commission merchant, and the transfer must also show the date when such trade or trades were originally made; however, the BCC, or designated staff pursuant to delegated authority, in its discretion, upon written request, may permit the transfer of positions at settlement price if such transfer is made as a result of, or in connection with, a merger, asset purchase, consolidation or similar non-recurring transaction where the entity to which the positions are transferred becomes the successor in interest to the entity from which the transfer originated. All such transfers shall retain the original trade date of the positions. Additionally those transfers involving a debtor as defined by and in accordance with Regulation 272.02 shall retain the original trade date for purposes of delivery but shall be entered on the books of the transferee at the settlement price on the day of the transfer. In addition, each party to transfer trade transactions shall file with the Clearing Services Provider a memorandum stating the nature of the transaction, whether the transaction has resulted in a change of ownership, the kind and quantity of cash commodity, swap, or over-the counter derivative if any is involved, the kind, quantity and price of the commodity future, the name of the opposite Clearing member, if any, and such other information as the Clearing Service Provider may require. 1809A (03/01/04)

444.01A Transfer Trades and Inter-Market Spreads - - Owing to the fact that some questions have arisen as to what may properly be handled in the way of give-ups, as office trades or transfer trades, particularly in connection with the new Commodity Exchange Act, the Directors have found it necessary to clarify this situation with certain interpretations which will be mailed to all members shortly. In the meantime, there is one point which seems important because of the past custom of the trade, and we wish to call attention to it. In case a house has spread orders between markets at a guaranteed difference, such as buying Winnipeg or Minneapolis or Kansas City and selling Chicago at a fixed difference, it has been customary in the past in the event they found some other house going the other way at the same difference to exchange futures in the two markets in order to consummate the spread. In other words, this was done by give-ups rather than by pit executions. Under the new interpretation, such a give-up is not permissible, inasmuch as it involves a change of ownership and is not a give-up against a cash transaction, as interpreted by the Commodity Exchange Act or the Board of Trade Rules. Accordingly, it will not be permissible to exchange futures in the form of give-ups under such circumstances, which will compel the actual filling of these limited spreads by means of pit executions.

While this appears to work a certain amount of hardship, it seems to be required in order to conform to the law and to the Rules of the Association; and, accordingly, attention is directed to it in order to avoid possible confusion where spreads are being worked between two markets. (08/01/94)

444.01B Prohibition on Exchange of Futures for Cash Commodities and on Exchange of Futures for, or in Connection with, Swap Transactions and on Exchange of Futures for, or in connection with, OTC Agricultural Transactions Involving Multi-Parties--The exchange of futures for cash commodities or in connection with cash commodity transactions or the exchange of futures for, or in connection with, swap transactions involving those futures designated in Regulation 444.04 may occur only when the buyer of the futures contracts is the seller of the cash commodity or swap and the seller of the futures contracts is the buyer of the cash commodity or swap. However, a Member Firm may facilitate, as principal, the cash commodity component of an Exchange for Physical(EFP) on behalf of a customer provided that the Member Firm can demonstrate that the cash commodity transaction was passed through to the customer that received the futures position as part of the EFP transaction. The exchange of futures for, or in connection with, over-the-counter derivative transactions involving those futures designated in Regulation 444.06 occur only when the buyer and seller of the futures contracts are the opposing sides to the OTC transaction and have respectively, the short and long market expose associated with the OTC transaction. All such transactions must be submitted to the Clearing Services Provider clearing house by a clearing firm acting on its own behalf or for the beneficial account of a customer who is a party to the transaction. (03/01/04)

444.02 Clearance of Exchanges of Futures for Physicals Transactions, of Exchanges of Futures for, or in Connection with, Swap Transactions, and of Exchange of Futures for, or in Connection with, OTC Transactions - With respect to the futures portion of an exchange of future for physical transaction or an exchange of futures for swap transaction involving those futures designated in Regulation 444.04 or an exchange of futures for an over-the-counter derivative transaction involving those futures designated in Regulation 444.06, clearing firm on opposite sides of the transaction must subsequently approve the terms of the transaction, including the clearing firm (division), price, quantity, commodity, contract month and date prior to submitting the transaction to the Clearing Services Provider. (03/01/04)

444.03 Transfer Trades in a Delivery Month--During the delivery month and 2 business days prior to the first delivery day, (or in the case of crude petroleum during position month) transfer trades for the purpose of offsetting existing positions where no change of ownership is involved are prohibited when the date of execution of the position being transferred is not the same as the transfer date. Positions carried at different houses for the same owner 2 business days prior and to a delivery month and thereafter (or in the case of crude petroleum during position month) are required to be offset in the pit or through the normal delivery process. The receiving firm has the responsibility to assure compliance with this regulation. (08/01/94)

444.04 Exchange of Futures for, or in Connection with, Swap Transactions Involving U.S. Treasury Bond Futures, 10-year U.S. Treasury Note Futures, 5-year U.S. Treasury Note Futures, 2-year U.S. Treasury, Dow Jones-AIG Commodity Index futures, 10-Year Municipal Note Index Futures, 10-Year Interest Rate Swap Futures and 5-Year Interest Rate Swap futures --An exchange of futures for, or in connection with, a swap transaction (EFS) consists of two discrete, but related, transactions; a swap transaction and a futures transaction. At the time such transaction is effected, the buyer and seller of the futures must be, respectively, the seller and the buyer of the swap. The swap component shall involve the commodity underlying the futures contract (or a derivative, by-product or related product of such commodity). The quantity covered by the swap must be approximately equivalent to the quantity covered by the futures contracts. (03/01/04)

444.05 Transfer Trades for the Purpose of Offsetting, mini-sized Dow/SM/ Futures ($5 multiplier) and CBOT(R) Dow Jones Industrial Average/SM/ (DJIA/SM/) Futures. With the consent of the account controller, a clearing member may offset and liquidate long mini-sized Dow/SM/ futures ($5 multiplier) positions against short DJIA/SM/ futures positions, or short mini- sized Dow/SM/ futures ($5 multiplier) positions against long DJIA/SM/ futures positions, held in the same contract month and year and in the same account in a ratio of 2 (two) mini-sized Dow/SM/ ($5 multiplier) contracts to 1 (one) DJIA/SM/ contract. The clearing member shall notify the Clearing Services Provider of offsetting positions by submitting reports to the Clearing Services Provider in such form and manner as the Clearing Services Provider shall specify. The positions being offset shall be transferred to a holding account at the Clearing Services Provider and long and short positions in the same contract month in the holding account will be netted, thus reducing the number of open positions in such contract. (01/01/04)

446.06 Exchange of Futures For, Or in Connection with, OTC Transactions Involving Corn, Soybeans, Soybean Meal, Soybean Oil, Wheat, Oat and Rice Futures - - An exchange of futures for, or in connection with, an over-the-counter (OTC) derivative transaction (an EFR transaction) consists of two discrete, but related, transactions; an OTC derivative transaction and a futures transaction. At the time such transaction is effected, the buyer and seller of the futures contracts must be the opposing sides to the OTC transaction and have, respectively, the short and long market exposure associated with the OTC transaction. The OTC transaction shall involve the commodity underlying the futures contract (or a derivative, by-product or related product of such commodity). The quantity covered by the OTC transaction must be approximately equivalent to the quantity covered by the futures contracts. The OTC component of an EFR must comply with any applicable regulatory requirements prescribed by the Commodity Futures Trading Commission. (07/01/03)

450.00 Exchange Services Fees -

(a) members, membership interest holders and member firms. Each Full and Associate Member (hereinafter referred to as "Members"), Membership Interest Holder and member firm shall be obligated to pay, at such times and in such manner as the Exchange or e-cbot, in accordance with the fee schedule set forth in Appendix 4A. In that Appendix the applicable rate specifications shall be per contract/per side, and the applicable volume specifications shall be per calendar month.

(1) Open auction fee caps - with respect to open auction trades for a Full or Associate Member's own account, the maximum of fees paid by any Full or Associate Member shall be $20,000 per year per person who initiates and executes the trades. With respect to open auction trades for the proprietary account of a Regulation 230.02, Category (1a), (1b), (2a), (2b) or (2c) member firm or a member firm affiliate as defined in Regulation 450.02 D, which are initiated and executed by the same Member or Membership Interest holder, the maximum of fees paid by any such member firm or member firm affiliate shall be $20,000 per year per person who initiates and executes the trades.

(2) Open auction floor broker fee - Open auction trades executed by a Member or Membership Interest holder as a floor broker for others shall incur a floor brokerage charge of 5 cents per contract/per side. Provided, however, that this charge shall not apply to trades which are both initiated and executed by the same Member or Membership Interest holder for the account of a Member or Membership Interest holder, or the proprietary account of a member firm. The maximum of fees paid by any Full or Associate Member executes trades as a floor broker for others and also initiates and executes open auction trades for his or her own account, the maximum of fees paid by such Full or Associate Member for all such open auction trades collectively shall be $20,000 per year.

(3) Firm-owned memberships - Notwithstanding the foregoing provisions of this section (a), the fees applicable with respect to Memberships and Membership Interests which are owned by member firms shall be equivalent, in the following categories, to those which the Exchange prescribes for delegates:

(i) Trades for such Member's or Membership Interest holder's own account, in cases where the individual is not a principal of the member firm which owns his/her Membership or Membership Interest. For purposes of this paragraph, an individual shall be deemed a

principal of a member firm if he/she holds a majority ownership interest in that firm and/or meets other such criteria as the Exchange may prescribe by regulation; and

(ii) Trades executed by such Member or Membership Interest holder on behalf of any account other than the proprietary account or a customer account of the member firm owner of the Membership Interest.

(b) non-members. Each member or registered eligible business organization handling the funds of non-member customers shall include, in the statements to such customers, fees for the open auction and e-cbot transactions executed for the accounts of such customers in accordance with the fee schedule set forth in Appendix 4A. In that Appendix, the applicable rate specifications shall be per contract/per side, and the applicable volume specifications shall be per calendar month.

All such fees collected from non-member customers shall be remitted by the member or registered eligible business organization at such times and in such manner as the Exchange or e-cbot, as applicable, may prescribe.

(c) surcharges, In addition to the fees referenced in sections (a) and (b) of this Rule, surcharges in the following categories will apply as specified in Appendix 4A:

- Licensed contract fees;
- Exchange for Physicals ("EFP") and Exchange for Swap ("EFS") surcharges;
- Non-trade allocation fees (for exercises, deliveries, assignments and expirations);
- Block Trading surcharges.

(d) appendix incorporated within rule. Appendix 4A is incorporated by reference as part of this Rule 450.00 to the extent that the fee provisions in Sections (a) through (c) hereof are specified further in Appendix 4A.

(e) mini-sized contracts. e-cbot fees for mini-sized contracts shall be at such rates as the e-cbot Board may prescribe.

(f) electronic order routing and floor performance efficiency fees. In addition to the other applicable fees specified in this Rule, a fee of 5 cents per contract may apply to transactions resulting from orders which are routed to the Exchange Floor and which are subject to floor performance efficiency standards specified by the Exchange.

(g) revenue. The Board of Directors of the Exchange or of e-cbot ("the applicable Board") shall have the authority in its discretion to suspend any of the fees specified in this Rule at any time during a fiscal year upon making a determination that year-to-date Exchange revenue have attained a sufficient level to render the further collection of such fees unwarranted.

(h) reports. Each member or registered eligible business organization subject to the provisions of this Rule shall submit to the Exchange such reports as the applicable Board may deem necessary for the administration of this Rule.

(i) enforcement. No member or registered eligible business organization shall be obligated to the Exchange for the payment of Exchange Services Fees attributable to non-member transactions except to the extent that such fees are collected from non-member customers; provided, however, that each member or registered eligible business organization responsible for the collection of Exchange Services Fees shall make a bona fide and diligent effort to collect such amounts and shall not have the right, without prior approval of the Exchange, to release or forgive any indebtedness of a non-member to the Exchange for Exchange Service Fees. In the event of delinquencies in the payment of Exchange Service Fees by a non-member, the applicable Board in its discretion may order that further trading in the accounts of such non-member shall be for liquidation only until the indebtedness is paid.

(j) special assessments. This Rule shall not be construed to supersede Rule 240.00 in any way nor to abrogate the responsibility and right of the Board to levy such additional assessments, charges or fees upon the membership as may be necessary to meet the obligations of the Exchange. 136 (07/01/04)

450.01 Exchange Service Fees - Payment of the Exchange Service Fee in respect to transactions executed by a Member, Membership Interest Holder, or Delegate on the Floor as a floor broker for the account of others, under Rule 450.00, must be remitted to the Exchange's Accounting Department within thirty days commencing from the date of the Exchange's invoice to the member. Failure to pay the invoiced transaction fees within the prescribed thirty days may result in the suspension (pursuant to the provisions of Exchange Regulation 540.06) of the defaulting member's membership privileges, including

floor access and the benefit of member transaction fees.

Payment of the Exchange Service Fee in respect to transactions for Members' Membership Interest Holders' or Delegates' own accounts or Member firms' accounts, under Rule 450.00, must be remitted to the Exchange's Accounting Department by the member firm clearing such transactions within twenty-one days commencing from the date of the Exchange's invoice to such clearing member firm.

No member or registered eligible business organization shall identify on its statements to nonmember customers any charge as an "Exchange Service Fee" unless the amount shown is actually due and payable to the Association under Rule 450.00. (04/01/00)

450.01A Exchange Service Fees - BE IT RESOLVED, that Regulation 450.01 be adopted with effective date of April 1, 1974 for Exchange Service Fees on member transactions and May 1, 1974 for Exchange Service Fees on non-member transactions. (08/01/94)

450.02A Member's Own Account - For the purpose of implementing Rule 450.00, the term "member's own account" shall refer only to those commodity futures or commodity options trading accounts that are wholly owned by and held in the name of one or more members. For any account held by more than one member, all trades made for such account shall pay transaction fees equal to the highest fee required of any of the individual participants in the account, in accordance with Regulation 450.02E. An account owned by and held in the name of a non-member spouse or other relative of a member shall not be considered a member's account. (01/01/02)

450.02B Member's Own Account in Trust - For the purpose of Rule 450.00, a commodity futures or commodity options trading account placed in trust shall be deemed a "members own account" if the following are true:

(1) the member is the sole settlor of the trust; and

(2) the member is one of the trustees of the trust and as such trustee, has sole control over the investment-making decisions of the trust; and

(3) the beneficiaries of the trust include only the member, the member's spouse and/or the member's descendants; and

(4) the trust declaration expressly incorporates the Rules and Regulations of the Exchange, as may be amended; and

(5) the interest in the trust that inures to the beneficiaries of the trust shall be subject to all Rules and Regulations of the Exchange, as may be amended; and

(6) the non-member trustee, if any, expressly agrees in the trust declaration, to be subject to all Rules and Regulations of the Exchange, as amended.

The member must provide the Exchange, via the Member Services Department, a copy of the trust declaration creating the trust described in the preceding sentence as well as any amendments thereto along with a letter from an attorney stating that in the attorney's opinion, the trust created is designed to achieve the estate planning objectives of the member. Upon the member's death or if the member is adjudged incompetent, any commodity futures or commodity options trading account placed in trust pursuant to this section by such member will be treated as a non-member trading account for purposes of implementing Rule 450.00. (01/01/02)

450.02C(i) Member Firm's Proprietary Account - For the purpose of implementing Rule 450.00, the term "member firm's account" shall refer only to those commodity futures or commodity options trading accounts that are wholly owned by and held in the name of the member firm. The term "member firm" shall refer only to a firm registered with the Exchange pursuant to Regulation 230.02. For an account to qualify as member firm proprietary account, delegates and individuals who are non-members with respect to the contracts being traded, who initiate and/or enter trades on behalf of the proprietary account must meet the following requirements:

(1) may not provide trading capital for the account; and

(2) may not have responsibility to provide capital based on trading losses; and

(3) for individuals that are not issued a W-2 (or comparable documentation in jurisdictions other than the United States) the firm must have a written agreement detailing the full terms of their compensation agreements; and

(4) may not contribute subordinated debt, unless the individual is a partner or shareholder of the member firm; and

(5) gross trading profits and losses must be reported in the firm's income statement.

Any account that does not meet the above criteria will be considered a joint account with a non-member entity or individual and therefore, must comply with Regulation 450.02E. (11/01/03)

450.02C(ii) Individual Member's Trading Account - For purposes of implementing Rule 450.00, for an account to qualify as an individual member's account or a joint account of individual members, where the trades are executed on e-cbot, delegates or individuals who are non-members with respect to the contract being

traded, who initiate and/or enter trades on behalf of the account must meet the following requirements:

(1) may not provide trading capital for the account; and

(2) may not have responsibility to provide capital based on trading losses; and

(3) the individual member must have a written agreement detailing the full terms of the non-member trader's compensation; and

(4) the trader may not make a loan to the individual member for the purposes of providing trading capital.

A member that is trading on the floor may designate up to a maximum of two clerks who may execute trades initiated by the member and executed through e-cbot. Such trades will be eligible for fees at the individual member rate (level 1).

Any account that does not meet the above criteria will be considered a joint account with a non-member entity or individual, and therefore must comply with Regulation 450.02E. (11/01/03)

450.02C(iii) Firm Owner Trading a Proprietary Account - In cases where a non-member owner or partner, including limited liability partners, of a member firm trades a member firm proprietary account, and where the owner/trader's compensation is tied to the profitability of the specific proprietary account(s), in order for the trades in such proprietary account to receive member fee treatment, the owner/trader must maintain at least $200,000 in the trading account(s) and the $200,000 must be available to support the trading activity on the Exchange. If the owner/trader does not maintain the requisite $200,000, the account will be considered a joint account between the member firm and the non-member owner/trader, and thereby the transaction fees will be determined in accordance with Regulation 450.02E. (11/01/03)

450.02D Member Firm Affiliates and Designated Passive Investor Entities

(i) Member Firm Affiliates - For purposes of this regulation, the term "member firm affiliate" shall mean a non-Futures Commission Merchant, non-clearing entity which is wholly owned by one or more member firms, which wholly owns a member firm, or which is wholly owned by the same parent company(ies) as a member firm. For purposes of this regulation, the term "member firm" shall refer only to a firm registered with the Exchange pursuant to registration categories (la), (1b), (2a) or (2b) of Regulation 230.02.

(a) A member firm affiliate may lease a Full or Associate Membership on its own behalf, thereby qualifying for delegate fee treatment (i.e., the applicable member firm fee plus the applicable delegate fee) with respect to its transactions on the Exchange.

(b) A member firm which owns one or more Full Memberships in addition to those required for its own registration under Rule 230.00, and/or any Associate Membership(s), (hereinafter "non-qualifying memberships") may designate such a non-qualifying membership to make its member firm affiliate eligible for member firm transaction fee treatment. A non-qualifying membership may not be designated for more than one member firm affiliate at any given time.

(c) A member firm that has at least four (4) Full Memberships and two (2) Associate Memberships registered on its behalf, including any Full Memberships required for its own registration under Rule 230.00, may designate any number of its member firm affiliates for member firm transaction fee treatment. A member firm whose proprietary trading on the Exchange includes only agricultural contracts may, at its option, designate for member firm transaction fee treatment any number of its member firm affiliates whose proprietary trading on the Exchange also includes only agricultural contracts, if the member firm has at least five (5) Full Memberships registered on its behalf.

(ii) Member Firm Designation of Passive Investor Entities - A member firm that is registered with the Exchange pursuant to registration categories (1a), (1b), (2a) or (2b) of Regulation 230.02, and that has at least four (4) Full Memberships and two (2) Associate Memberships registered on its behalf including any Full Memberships required for its own registration under Rule 230.00, and/or member firm affiliates of a category (1a), (1b), (2a) or (2b) member firm, or a member firm registered with the Exchange pursuant to registration category (3) of Regulation 230.02, may designate, for member firm transaction fee treatment, up to a total of five non-FCM, non-clearing passive investor entities, where the member firm or member firm affiliate exercises trading control over, or is under common trading control with, such entities, or in addition with respect to a category (3) member firm, which wholly owns such entities. For purposes of this regulation, a "passive investor entity" is defined as a commodity pool, hedge fund, or other collective investment vehicle.

If a Regulation 230.02, category (1a), (1b), (2a) or (2b) member firm and/or its member firm affiliates, or (3) member firm wishes to designate more than five passive investor entities as described in this paragraph (ii), there must be an additional four (4) Full Memberships and two (2) Associate Memberships registered on the member firm's behalf, in order for the member firm and/or member firm affiliates to be eligible to designate up to a total of six additional such entities.

(iii) Provisions Applicable to Designations of Member Firm Affiliates and Passive Investor Entities - All designations of member firm affiliates and passive investor entities, as described in paragraphs (i) and (ii) above, shall be subject to the following provisions:

(a) In order to become effective, the designation must be documented with, and approved by, the Exchange in such manner as the Exchange prescribes.

(b) Upon such designation, the member firm affiliate or passive investor entity shall be subject to the Exchange's jurisdiction and to all duties and obligations imposed upon members and member firms under the Rules and Regulations; provided, however, that the Exchange may exempt such member firm affiliates or passive investor entities from any such duty or obligation which, in the Exchange's sole judgment, is incompatible or in conflict with, or is unrelated to, the activities of the member firm affiliate or passive investor entity.

(c) The Exchange may withdraw its approval of such designation for good cause.

(d) A non-qualifying membership or all of the four (4) Full Memberships and two (2) Associate Memberships, or five (5) Full Memberships pursuant to paragraph (i)(c), registered on behalf of a Regulation 230.02, category (1a), (1b), (2a), (2b) or (3) member firm will be subject to sale by the Exchange for the acts or delinquencies of the member firm for which they are registered and/or for the acts or delinquencies of any member firm affiliate or passive investor entity that has been designated by the member firm under this regulation.

(e) Upon the sale or transfer of a non-qualifying membership or any of such four (4) Full Memberships or two (2) Associate Memberships, or five (5) Full Memberships pursuant to paragraph (i)(c), claims may be filed pursuant to Rule 253.00 against the member firm for which the membership is registered and/or against any member firm affiliate or passive investor entity that has been designated by the member firm under this regulation. (04/01/04)

450.02E Joint Accounts - Any account where profits and/or losses are shared by more than one party (member or non-member), shall pay Exchange transaction fees based on the highest rate applicable of any of the account's participants. In addition, a trading account that is funded by a loan shall be deemed a joint account between the borrower and the lender unless it can be demonstrated that the terms of the loan represent a reasonable interest rate, not affected by the profits and/or losses generated in the account. Further, the terms of the loan cannot suggest that the loan need not be paid back in the event of losses. (10/01/02)

450.02F Transaction Fees for e-cbot Member Firms - Delegate transaction fee rates shall apply to eligible business organizations which are e-cbot member firms pursuant to Regulation 230.02 based on a delegated Full or Associate Membership or a firm-registered Associate Membership. (12/01/03)

450.02G Fees in Connection with Firm-Owned Memberships and Membership Interests - - For purposes of Rule 450.00(a)(3), an individual utilizing a firm-owned Membership or Membership Interest shall be treated as a member (rather than as equivalent to a delegate) to the extent that such individual executes, or initiates and executes, as applicable, trades on behalf of the proprietary account or a customer account, as applicable, of an affiliate of the member firm which owns his/her Membership or Membership Interest.

For purposes of this regulation, the term "affiliate" shall mean a member firm affiliate as defined in Regulation 450.02D. For purposes of this regulation, the term "member firm" shall refer only to a firm registered with the Exchange pursuant to registration categories (1a), (1b), (2a), (2b) or (3) of Regulation 230.02. (11/01/03)

450.02H e-cbot Trades Executed by a Non-Member Terminal Operator - In order for an individual Member or Membership Interest holder to receive member transaction fee rates as specified in Rule 450.00(c)(1) for trades executed by a non-member terminal operator, such non-member terminal operator must have accessed the e-cbot system under a subgroup ID different from that of the member account owner and may not otherwise have access to the member account owner's open transactions. (07/01/03)

450.02I Category (3) Fees - Member firms qualified under Regulation 230.02 Category (3) will be granted the same fee treatment as the proprietary accounts of Category (1a), (1b), (2a) and (2b) member firms where the trade is either initiated or executed by a non-member. (11/01/03)

* 450.04 Exchange Service Fees - Adjustments - Exchange Service Fee adjustments may be granted to or required of member firms which have made overpayments to or underpaid the Exchange for any reason. The Exchange will only grant adjustments to member firms for the overpayment of exchange service fees for a period of up to six months [one year] back from the month-end preceding the date when a rebate request is made by the firm. The Exchange will only require member firms to make adjustments for the underpayment of exchange service fees for a period of up to two [three] years back from the end of the audit period selected by the Exchange. Interest and or costs may be assessed in accordance with policies established by the Exchange. (08/01/04)

* Additions underlined; deletions bracketed effective 01/01/05

450.05 Fees -- Members and member firms will be granted lower fees than non-members. (11/01/00)

450.06 Member Fee Cap Clarification - The maximum amount of fees paid of $25,000 as described in Rule 450.00 (a) applies only to trades executed on the Exchange trading floor and not to trades executed through e-cbot. (01/01/02)

Ch4 Adjustments

460.01 Errors and Mishandling of Orders - (See 350.04) (08/01/94)
460.02 Checking and Reporting Trades - (See 350.02) (08/01/94)
460.03 Failure to Check Trades - (See 350.01) (08/01/94)
460.04 Price of Execution Binding - (See 331.01) (08/01/94)

465.01 Records of Customers' Orders - Immediately upon receipt in the sales office of a customer order each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time-stamped when the order is received and shall show the account designation, except that in the case of a bunched order the account designation does not need to be recorded at that time if the order qualifies for and is executed pursuant to and in accordance with CFTC Regulation 1.35(a-1)(5). The order shall also be time-stamped when it is transmitted to the Floor of the Exchange and when its execution, or the fact that it is unable to be executed, is reported from the Floor of the Exchange to the sales office. All time-stamps required by this paragraph shall show the time to the nearest minute.

Immediately upon receipt on the Floor of the Exchange of a customer order, each member or registered eligible business organization shall prepare a written record of the order. It shall be dated and time-stamped when the order is received on the Floor and shall show the account designation, except that in the case of a bunched order the account designation does not need to be recorded at that time if the order qualifies for and is executed pursuant to and in accordance with CFTC Regulation 1.35(a-1)(5). The order shall also be time-stamped:

(a) when it is transmitted to the floor broker if it is not transmitted immediately after it is received on the Floor, and

(b) if the written order is transmitted to the floor broker, when the order is received back from the floor broker, or

(c) if the order is transmitted to the floor broker verbally or by hand signals, when a report of its execution, or the fact that it is unable to be executed, is received from the floor broker.

Only time-stamps which are specified by the Exchange and synchronized with the Exchange Floor master clock may be used on the Exchange Floor.

It shall be an offense against the Association to manipulate or tamper with any time-stamp on the Exchange Floor, so as to put it out of synchronization with the master clock. Records of customer orders executed through the Exchange's e-cbot system shall be governed by Regulations 9B.11 and 9B.18.

Any errors on written records of customer orders prepared on the Floor of the Exchange may be corrected by crossing out the erroneous information without obliterating or otherwise making illegible any of the originally recorded information. (01/01/04)

465.02 Application and Closing Out of Offsetting Long and Short Positions -

(a) APPLICATION OF PURCHASES AND SALES. Except with respect to purchases or sales which are for omnibus accounts, or where the customer or account controller has instructed otherwise, any futures commission merchant, subject to the Rules of the Exchange, who

(1) Shall purchase any commodity for future delivery for the account of any customer when the account of such customer at the time of such purchase has a short position in the same future of the same commodity on the same market, or

(2) Shall sell any commodity for future delivery for the account of any customer when the account of such customer at the time of such sale has a long position in the same future of the same commodity on the same market, or

(3) Shall purchase a put or call option for the account of a customer when the account of such customer at the time of such purchase has a short put or call option position in the same option series as that purchased, or

(4) Shall sell a put or call option for the account of a customer when the account of such customer at the time of such sale has a long put or call option position in the same option series as that sold

shall on the same day apply such purchase or sale against such previously held short or long futures or options position, as applicable, and shall promptly furnish such customer a statement showing the financial result of the transactions involved.

(b) CLOSE OUT AGAINST OLDEST POSITION. In all instances where the short or long futures or options position in such customer's account immediately prior to such offsetting purchase or sale is greater than the quantity purchased or sold, the futures commission merchant shall apply such offsetting purchase or sale to such portion of the previously held short or long position as may be specified by the customer. In the absence of specific instructions from the customer, the futures commission merchant shall apply such offsetting purchase or sale to the oldest portion of the previously held short or long position. Such instructions also may be accepted from any person who, by power of attorney or otherwise, actually directs trading in the customer's account unless the person directing the trading is the futures commission merchant (including any partner thereof), or is an officer, employee, or agent of the futures commission merchant. With respect to every such offsetting transaction that, in accordance with such specific instructions, is not applied to the oldest portion of the previously held futures or options position, the futures commission merchant shall clearly show on the statement issued to the customer in connection with the futures or options transaction, that as a result of the specific instructions given by or on behalf of the customer the transaction was not applied in the usual manner i.e., against the oldest portion of the previously held futures or option position. However, no such showing need be made if the futures commission merchant has received such specific instructions in writing from the customer for whom such an account is carried.

(c) IN-AND-OUT TRADES; DAY TRADES. Notwithstanding the provisions of paragraphs (a) and (b) above, this Regulation shall not be deemed to require the application of purchases or sales closed out during the same day (commonly known as "in-and-out trades" or "day trades") against short or long positions carried forward from a prior date.

(d) EXCEPTIONS. The provisions of this Regulation shall not apply to:

(1) Purchases or sales constituting "bona fide hedging transactions" as defined in C.F.T.C. Regulation 1.3(z).

(2) sales during a delivery period for the purpose of making delivery during such delivery period if such sales are accompanied by instructions to make delivery thereon, together with warehouse receipts or other documents necessary to effectuate such delivery.

(3) Purchases or sales held in error accounts, including but not limited to floor broker error accounts, and purchases or sales identified as errors at the time they are assigned to an account that contains other purchases or sales not identified as errors and held in that account ("error trades"), provided that:

(i) Each error trade does not offset another error trade held in the same account;

(ii) Each error trade is offset by open and competitive means on or subject to the rules of a contract market by not later that the close of business on the business day following the day the error trade is discovered and assigned to an error account or identified as an error trade, unless at the close of business on the business day following the discovery of the error trade, the relevant market has reached a daily price fluctuation limit and the trader is unable to offset the error trade, in which case the error trade must be offset as soon as practicable thereafter; and

(iii) No error trade is closed out by transferring such an open position to another account also controlled by that same trader.

(e) _____ required by paragraph (a) of this Regulation may be furnished to the customer or account controller by means of electronic transmission, in accordance with CFTC Regulation 1.33(g). (11/01/04)

465.02A Exchange's No Position Stance on FCM's Internal Bookkeeping Procedures - The Exchange takes no position regarding the internal bookkeeping procedures of a commission merchant who, for the convenience of a customer, may hold concurrent long and short position in the same commodity, month (and strike price). This does not relieve the commission merchant of its responsibilities under Regulation 465.02 of offsetting the position for Exchange reporting purposes (i.e., Large Trader, Open Interest and Long Positions Eligible for Delivery) and promptly furnishing the customer a purchase and sale statement showing the financial result of the transactions involved. (08/01/94)

465.03 Orders and Cancellations Accepted On A 'Not Held' Basis - (See 337.01) (08/01/94)

465.04 Records of Floor Order Forms - Clearing Members shall establish and maintain procedures that will assure the complete accountability of all floor order forms used on the Exchange Floor. Machine and handwritten orders are required to be machine sequentially prenumbered and maintained by the firm in sequential order (except as otherwise provided in Regulation 465.05). (10/01/01)

465.05 Floor Order Forms - All floor orders must be in a form approved by the Floor Governors Committee or an employee of the Office of Investigations and Audits designated by the Floor Governors Committee.

Floor order forms must be machine sequentially prenumbered and contain the following machine preprinted information:

(1) the name of the Clearing Member (except as provided below);

(2) bracket designations,

(3) a space designated for the customer account number; and

(4) a space designated for the executing broker identification. (10/01/01)

Should a Clearing Member authorize a customer to enter orders directly with a floor broker in accordance with Appendix 3B(F), the Clearing Member, at its sole discretion, may authorize the floor broker to enter the Clearing Member's name on a floor order ticket that does not include the pre-printed name of the Clearing Member. In such circumstances, the floor broker must utilize machine sequentially pre-numbered orders that include the machine pre-printed acronym of the floor broker, and the floor broker must assure the complete accountability of all floor order forms used on the Exchange Floor.

465.06 Broker's Copy of Floor Orders - Upon request, a clearing firm must provide its broker, in an expeditious and reasonable manner, with a copy of every floor order he is asked to execute. (08/01/94)

465.07 Designation of Order Number Sequences - To facilitate Exchange monitoring of order flow volume, the Exchange may prescribe particular sequences of order form numbers for member firms to use in specified areas of the Exchange Floor. (07/01/94)

465.08 Post-Execution Allocation - All trades entered and executed in accordance with CFTC Regulation 1.35(a-1)(5) regarding orders eligible for post-execution allocation, must be allocated in sufficient time to meet the trade submission requirements of the Clearing Services Provider for the trade date of the order. (01/01/04)

466.00 Orders Must be Executed in the Public Market - (See 332.00) (08/01/94)

Ch4 Offices and Branch Offices

475.00 Offices and Branch Offices - Member firms and member sole proprietors may establish offices other than main offices. All offices of member firms and member sole proprietors and employees thereof shall be subject to the Rules and Regulations of the Association, and shall be subject to the jurisdiction of the Business Conduct Committee in connection therewith; provided, however, that the Business Conduct Committee may exempt such offices and employees from any such Rule or Regulation which is incompatible with, in conflict with or unrelated to the functions performed by them. The term "branch office" shall include each branch office or wholly-owned subsidiary of the member firm that solicits, accepts, or services Commodity Futures Contracts or Options and/or is listed by the member firm as a branch office with the National Futures Association.

A branch office must conduct business under the same name as the parent firm or corporation. 129 (01/01/99)

Ch4 APs and Other Employees

480.01 APs - An Associated Person ("AP") is an employee of a member sole proprietor or member firm who solicits, accepts or services business other than in a clerical capacity in commodity futures and commodity options, and who has been granted registration as an Associated Person ("AP") by the Commodity Futures Trading Commission (CFTC) or the National Futures Association (NFA) pursuant to the Commodity Exchange Act. (08/01/94)

480.02 Employers Responsible for APs - Employers, in all instances, shall be responsible for the acts and omissions of their APs and branch office managers. (08/01/94)

480.09 Other Employees - The Business Conduct Committee may require that the name, remuneration, term of employment and actual duties of any employee of a member or of a member firm shall be stated to the Committee, together with such other information with respect to the employee as the Committee may deem requisite. The Committee may, in its discretion, disapprove of said employment, remuneration or term of employment. (08/01/94)

480.10 Supervision - Any willful act or omission by which a member fails to ensure compliance with the rules, regulations and bylaws of the Association by such member's partners, employees, agents or persons subject to his supervision shall constitute an offense against the Association by the member.

Any willful act or omission by which a member firm fails to ensure compliance with the rules, regulations and bylaws of the Association by such member firm's partners, directors, officers, employees or agents shall constitute an offense against the Association by the member firm. (07/01/95)

Ch4 Options Transactions

490.00 Application of Rules and Regulations - Unless specifically negated or unless superseded, each Rule or Regulation of the Association pertaining to transactions in future delivery contracts shall apply with equal force and effect to transactions in options. (08/01/94)

490.02 Option Customer Complaints - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall, with respect to all written option customer complaints and oral option customer complaints which result in, or which would result in an adjustment to the option customer's account in an amount in excess of one thousand dollars:

(1) Retain all such written complaints and make and retain written records of all such oral complaints; and

(2) Make and retain a record of the date the complaint was received, the employee who serviced the account, a general description of the matter complained of, and what, if any, action was taken by the commission merchant in regard to the complaint. (08/01/94)

490.03 Supervision Procedures - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall adopt and enforce written procedures pursuant to which it will be able to supervise adequately each option customer's account, including but not limited to, the solicitation of such account; provided that, as used in this Regulation, the term "option customer" does not include another commission merchant. (08/01/94)

490.03A Introducing Brokers Guaranteed by Member FCMs/Supervision Procedures - The Board of Directors in a special polling held on Friday, February 3, 1984 approved the following Resolution of the Member Services Committee pursuant to Regulation 490.03 of the Association.

WHEREAS, The Commodity Futures Trading Commission has provided by regulation that introducing brokers operating pursuant to a guarantee agreement with an FCM be permitted to solicit and/or accept orders for exchange-traded options if the Exchange of which the guarantor FCM is a member has adopted rules which govern the commodity option related activity of the guaranteed introducing broker; and

WHEREAS, it is the desire of certain members to permit the solicitation and/or acceptance of Chicago Board of Trade options by introducing brokers guaranteed by a member FCM;

NOW THEREFORE, be it -

RESOLVED, that each Rule or Regulation of the Association pertaining to the options sales practices of members or their employees shall apply with equal force and effect to the options sales practices of introducing brokers who are operating pursuant to a guarantee agreement with a member FCM and such member FCM shall be fully responsible therefor, and that this Resolution shall remain in effect until rescinded by a vote of the members or until such time as the National Futures Association or other registered futures association adopts rules which are approved by the Commodity Futures Trading Commission to govern the commodity option related activity of such guaranteed introducing brokers. (08/01/94)

490.05 Disclosure - Each commission merchant engaging in the offer or sale of options pursuant to these Rules and Regulations shall enforce the following requirements pertaining to disclosure statements:

(1) Prior to opening an options account for an options customer, each commission merchant must furnish the options customer with a separate written risk disclosure statement, as set forth and described in Commodity Futures Trading Commission Regulation 33.7, and receive from the options customer an acknowledgement, signed and dated by the options customer, that he received and understood the disclosure statement.

(2) Each disclosure statement and acknowledgement must be retained by the commission merchant in accordance with applicable Regulations of the Commodity Futures Trading Commission.

(3) Prior to the entry into an options transaction pursuant to these Rules and Regulations, each commission merchant or the person soliciting or accepting the order therefor must provide each options customer with all of the information required under the disclosure statement; Provided, further, that the commission merchant must provide current information to an options customer if the information provided previously has become inaccurate.

(4) Prior to the entry into an options transaction pursuant to these Rules and Regulations, each options customer or prospective options customer shall, to the extent the following amounts are known or can reasonably be approximated, be informed by the person soliciting or accepting the order therefore of the amount of the premium, commissions, costs, fees and other charges to be incurred in connection with the options transaction, as well as the strike price and all costs to be incurred by the options customer if the option is exercised; in addition, the limitations, if any, on the transfer of an options customer's account to a commission merchant other than the one through whom the options transaction is to be executed shall also be provided in writing.

(5) For the purposes of this Regulation, a commission merchant shall not be deemed to be an options customer. (08/01/94)

490.06 Promotional Material - Each commission merchant engaging in the offer or sale of futures and options pursuant to these Rules and Regulations shall promptly make available upon request to the Office of Investigtions and Audits all promotional material pertaining to trading in such futures and options.

For the purposes of this Regulation, the term "promotional material" includes:

(1) any text of a standardized oral presentation, or any communication for publication in any newspaper, magazine or similar medium, or for broadcast over television, radio, or other electronic medium, which is disseminated or directed to a customer or prospective customer concerning a commodity futures or option transaction;

(2) any standardized form of report, letter, circular, memorandum or publication which is disseminated or directed to a customer or prospective customer; and

(3) any other written material disseminated or directed to a customer or prospective options customer for the purpose of soliciting a futures or options order, including any disclosure statement. (08/01/94)

490.07 Sales Communication - Each commission merchant engaging in the offer or sale of futures and options pursuant to these Rules and Regulations is prohibited from making fraudulent or high-pressure sales communications relating to the offer or sale of such futures and options. (08/01/94)

490.09 Reports by Commission Merchants - Each commission merchant shall make and submit such reports showing options positions held by any of its customers, in such form as may be required from time to time by the Office of Investigations and Audits or the Business Conduct Committee. Specifically, and without limiting the authority of the Office of Investigations and Audits or the Business Conduct Committee under this Regulation, all information needed to comply with Part 16 of the Commission's Regulations (17 CFR Part 16) may be collected from any member. (08/01/94)

Chapter 5
Disciplinary Proceedings

Chapter 5
Disciplinary Proceedings

Ch5 Offenses

500.00 Inequitable Proceedings - It shall be an offense against the Association to violate any Rule or Regulation of the Association or any policy, Rule or Regulation of the Clearing Services Provider to which CBOT Clearing members are subject pursuant to a Clearing Services Agreement between the Exchange and such Clearing Services Provider, regulating the conduct or business of members, or any agreement made with Association, or engage in fraud, dishonorable or dishonest conduct, or in conduct or proceedings inconsistent with just and equitable principles of trade, or make default relating to the delivery of contracts traded for future delivery (unless such default was unintentional). 141 (01/01/04)

501.00 Fictitious Transactions - It shall be an offense against the Association to create fictitious transactions or to give an order for the purchase or sale of futures or options the execution of which would involve no change in ownership, or to execute such an order with knowledge of its character. 142 (08/01/94)

502.00 Demoralization of Market - Purchases or sales of commodities or securities, or offers to purchase or sell commodities or securities, made for the purpose of upsetting the equilibrium of the market and bringing about a condition of demoralization in which prices will not fairly reflect market values, are forbidden and any member who makes or assists in making such purchase or sale or offers to purchase or sell with knowledge of the purpose thereof, or who, with such knowledge shall be a party to assist in carrying out any plan or scheme for the making of such purchases or sales or offers to purchase or sell, shall be deemed to be guilty of an act inconsistent with just and equitable principles of trade. 143 (08/01/94)

503.00 Misstatements - It shall be an offense against the Association to make a misstatement upon a material point to the Board, or to a Standing or Special Committee, or to the Executive Committee, or to the Clearing Services Provider, or on an application for membership.

If, after notice and opportunity for hearing in compliance with Regulation 540.02 and 540.03, the Hearing Committee finds that a member, prior to his application for membership, has been guilty of a fradulent, dishonorable, or dishonest act and that the facts and circumstances thereof were not disclosed on his application for membership, the member may be expelled or suspended in accordance with this chapter. 144 (01/01/04)

504.00 Acts Detrimental to Welfare of the Association - It shall be an offense against the Association to engage in any act which may be detrimental to the interest or welfare of the Association. 145 (08/01/94)

504.00A Transactions in Warehouse Receipts - Rule 504.00

It has come to the attention of the Directors that certain member firms have entered into contracts for the purchase and/or sale for deferred delivery of warehouse receipts for grain in store in Chicago.

In the opinion of the Directors, this practice is unusual and irregular and is in violation of various Rules and Regulations of the Association and is detrimental to the interest and welfare of the Association under Rule 504.00.

You are hereby notified that members are liable to discipline if they enter into contracts for the purchase or sale for deferred delivery of grain in store in Chicago or of warehouse receipts issued against grain in elevators located in the Chicago Switching District.

This interpretation does not affect the purchase and sale of grain for future delivery consummated in accordance with the Rules and Regulations relating to futures contracts; nor sales in store when payment and delivery is made on the following day nor the purchase and sale of warehouse receipts on a 'when

delivered' basis entered into after the expiration of trading in a contract and requiring performance on or before the end of the delivery month. 3R (08/01/94)

505.00 Commodity Exchange Act - Any member or any registered eligible business organization adjudged guilty of a violation of the Commodity Exchange Act or of any Regulation or Order thereunder, by the final decision in a federal administrative or judicial proceeding may be deemed to have violated Rule 504.00 of the Association. 603 (04/01/98)

506.00 Reckless Dealing - Reckless and unbusinesslike dealing is inconsistent with just and equitable principles of trade. 146 (08/01/94)

507.00 Investment Trust Corporation - Participation by a member, or by a firm or corporation, registered under the provisions of these Rules and Regulations, in the formation or management of investment trust corporations, or similar organizations, which in the opinion of the Board involve features which do not properly protect the interests of investors therein, may be held to be an act detrimental to the interests or welfare of the Association. 148 (08/01/94)

508.00 Circulation of Rumors - The circulation in any manner of rumors of a sensational character by a member, in any case where such act does not constitute fraud or conduct inconsistent with just and equitable principles of trade, is an act detrimental to the interest or welfare of the Association.

Members shall report to the Secretary any information which comes to their notice as to the circulation of such rumors. 149 (08/01/94)

509.00 Other Offenses

A. It shall be an offense against the Association to:

(a) Attempt extortion;

(b) Trade systematically against the orders or position of his customers;

(c) Manipulate prices of or attempt to corner the market in any commodity or security;

(d) Disseminate false or inaccurate market information;

(e) Trade or accept margins after insolvency;

(f) Make any trade for the account of or give up the name of any clearing member without authority from such clearing member;

(g) Be deprived of the privilege of trading under the Commodity Exchange Act;

(h) Trade for any person deprived of the privilege of trading under the Commodity Exchange Act;

(i) Accept an order or make a trade for any employees of the Clearing Services Provider except in the exercise of their official duties;

(j) Fail to comply with an order or award of the Committee of Arbitration. 150

B. No member shall be directly or indirectly interested in or associated in business with, or have his office directly or indirectly connected by public or private wire or other method or contrivance with, or transact any business directly or indirectly with or for

(a) Any bucket shop; or

(b) Any organization, firm, or individual making a practice of dealing on differences in market quotations; or

(c) Any organization, firm or individual engaged in purchasing or selling commodities or securities for customers and making a practice of taking the side of the market opposite to the side taken by customers. 152 (01/01/04)

511.00 Trading on Other Exchanges - No member of this Association shall be permitted to trade on any exchange in the City of Chicago whose Constitution, By-Laws, Rules, or Regulations prescribe or

519.00A Unauthorized Entry - Unauthorized entry into the trading areas (see 310.01) shall be deemed to constitute presence in restricted areas. (08/01/94)

519.01 Committee Procedure -

(a) FLOOR CONDUCT COMMITTEE.

(i) The Floor Conduct Committee may impose minor penalties against members for decorum offenses committed by such members or by any person or persons for whom such members are responsible. The Floor Conduct Committee may impose minor penalties for the offenses set forth in Regulation 520.00A. Minor penalties for the purpose of this Regulation shall be defined as a warning, fines not exceeding $5,000 for any one offense and/or access denial not to exceed five days. A respondent may request a hearing by filing a written request for a hearing with the Exchange Services Department within ten (10) business days after the penalty is imposed; the Floor Conduct Committee shall hear the matter in accordance with Regulation 540.02 through 540.05. The decision of the Floor Conduct Committee may be appealed to the Appellate Committee as provided in Regulation 519.02(d). Failure to request a hearing shall be deemed a consent to the warning or fine. Unless a hearing is requested, if a fine is not paid within thirty (30) days after it was due, the Floor Conduct Committee may, without hearing, revoke the badge or suspend the floor privileges of a floor clerk for whose conduct the fine was imposed.

(ii) The Floor Conduct Committee pursuant to this Regulation may impose minor penalties for disorderly conduct, intentional physical abuse, sexual harassment and the use of profane or obscene language. The Floor Conduct Committee, in its discretion, may impose a fine not to exceed $5,000, in addition to any access denial, for any violation within its jurisdiction regardless of the number of the offense.

(iii) Any member or individual with floor access privileges who has received a Floor Conduct Committee Notice of Rule(s) Violation ("ticket") for a decorum offense of Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language

and, during the same trading session, engages in a further Rule or Regulation violation relating to Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language may, in addition to other sanctions (including, but not limited to, fines, suspensions and expulsions imposed by the Association pursuant to the Rules and Regulations) be immediately and summarily removed from the Exchange trading floor and denied trading floor access for the remainder of the trading session pursuant to the following procedures:

(1) Certification by the Chairman of the Pit Committee (or, in the Chairman's absence, by a Vice Chairman of the Pit Committee) that the individual has continued to engage in Disorderly Conduct, Intentional Physical Abuse, Sexual Harassment and/or Use of Profane or Obscene Language after having previously received a Floor Conduct Committee Notice of Rule (s) Violation ("ticket") for the same offense in the same trading session; and

(2) Approval of such summary action by a member of the Floor Governors Committee and a member of the Board of Directors or by two members of the Board of Directors, provided that no individual granting such approval shall have been involved in the altercation.

Additionally, should the first such offense be of such a serious nature, the individual similarly may be denied trading floor access for the duration of the trading session pursuant to the above procedure.

(b) CTR SUBCOMMITTEE.

(i) The Chairman of the Business Conduct Committee and the Chairman of the Floor Governors Committee may each appoint at least two members of their respective Committees to serve on a joint CTR Subcommittee. The CTR Subcommittee shall, by a majority vote, elect a Chairman. The CTR Subcommittee shall address violations involving the accurate and complete maintenance of books and records, including errors or omissions in the submission of Computerized Trade Reconstruction Data. In fulfilling its responsibilities, the CTR Subcommittee shall have the same authority granted to the Business Conduct Committee and the Floor Governors Committee in Rules 542.00 and 543.00, respectively, to issue preliminary charges and to conduct hearings with regard to specified penalties, and shall have the same authority granted to such Committees to impose penalties pursuant to settlement agreements in accordance with Regulation 540.09.

(ii) The CTR Subcommittee may, without hearing, impose minor penalties against members or member firms for violations of Regulations 332.02, 332.04, 332.041, 332.05, 332.06, 332.07, 332.08 or 332.09 that are within the jurisdiction of either the Floor Governors Committee or the Business Conduct Committee. Minor penalties for the purpose of this subparagraph shall be defined as fines not exceeding $1,000 for any one offense.

(iii) Following is the schedule of minor penalties the CTR Subcommittee may impose pursuant to subparagraph (ii); however, this schedule is non-binding, and the CTR Subcommittee, in its discretion, may impose a fine not to exceed $1,000 for any violation within its jurisdiction regardless of the number of the offense:

ERRORS OR OMISSIONS IN BRACKETING	1st Offense	$ 100 fine
TRADES:	2nd Offense	$ 250 fine
	3rd Offense	$ 500 fine
	4th Offense	$1,000 fine
ERRORS OR OMISSIONS IN SUBMISSION OF	1st Offense	$ 100 fine
COMPUTERIZED TRADE RECONSTRUCTION	2nd Offense	$ 250 fine
DATA:	3rd Offense	$ 500 fine
	4th Offense	$1,000 fine

(iv) The Floor Governors Committee may, without hearing, impose minor penalties against members for intra-association or contiguous association trading in excess of the percentages permitted by the Board pursuant to Regulation 330.03. Minor penalties for the purpose of this subparagraph shall be defined as fines not exceeding $5,000 for any one offense.

(v) Following is the schedule of minor penalties the Floor Governors Committee may impose pursuant to subparagraph (iv); however, this schedule is non-binding, and the Floor Governors Committee, in its discretion, may impose a fine not to exceed $5,000 for any violation within its jurisdiction regardless of the number of the offense

1st Offense	$ 500 fine
2nd Offense within 24 months	$1,000 fine
3rd Offense within 24 months	$2,500 fine
Any subsequent offense within 24 months	$5,000 fine

(vi) At the time of an offense of the type set forth in subparagraph (iv), or as soon thereafter as practical, a representative of the Office of Investigations and Audits, shall upon the authorization of one member of the Floor Governors Committee, issue a ticket to the offender notifying the member or member firm that the Floor Governors Committee may impose a summary penalty in accordance with this regulation or may issue charges against the member or member firm and impose penalties as authorized in Rule 543.00. A representative of the Office of Investigations and Audits shall submit a copy of the ticket to the Floor Governors Committee. The Committee shall then determine whether to summarily impose a minor penalty or to issue charges. The Committee shall also have the authority to summarily impose minor penalties or to issue charges for the types of offenses set forth in subparagraph (iv) on the basis of reports presented to the Committee by the Office of Investigations and Audits.

(vii) A respondent may request an appeal of a minor penalty by filing a written request for a hearing with the Office of Investigations and Audit within ten (10) business days after the penalty is imposed. The CTR Subcommittee shall hear the matter and its decision shall be final and may not be appealed. Failure to request a hearing shall be deemed a consent to the fine.

(viii) Whenever the CTR Subcommittee summarily imposes a minor penalty against a member or member firm, the member or member firm shall be given written notification of the penalty. The notice shall inform the member or member firm of the right to appeal the penalty to the CTR Subcommittee and the consequences of a failure to pay a fine if no hearing is requested.

(ix) Nothing contained herein shall be construed to limit or restrict the powers and authority of the Business Conduct Committee or the Floor Governors Committee. (05/01/02)

519.02 Floor Conduct Committee -

(a) The Chairman of the Association may, with the consent of the Board, appoint members to a Floor Conduct Committee. Members of the Committee may not be members of the Floor Governors Committee.

(b) Meetings. The Floor Conduct Committee shall determine the time and place of its meetings and the manner and form in which such meetings shall be conducted. In the interest of efficiency, the Chairman of the Floor Conduct Committee may appoint panels of Floor Conduct Committee members to hold duly constituted meetings. Any such panel shall consist of three or more members of the Floor Conduct Committee. The majority vote of such a panel of the Committee shall be the official act or decision of the Committee. The Chairman of the Floor Conduct Committee shall determine for each meeting, in his or her sole discretion, whether a panel or the full Floor Conduct Committee shall convene.

(c) Duties of Committee. It shall be the function and duty of the Floor Conduct Committee to ensure decorum on the Floor of the Exchange in regard to decorum offenses set forth in Regulations 520.00A, 519.00A, 519.05 and 519.07 and in accordance with Rule 519.00 and Regulation 519.01. Floor Conduct Committee members shall issue a ticket to an offender notifying him that the Floor Conduct Committee has imposed a warning or fine as described in Regulations 520.00A, 519.00A and/or 519.05 and in accordance with Rule 519.00 and Regulation 519.01 for such violations which occur in the trading pits, including the steps leading into the pit. The ticket requires the signature of two members of the Floor Conduct Committee.

The Committee shall have the authority to discipline a member or other person with trading privileges found to have violated any Rule or Regulation within its jurisdiction by reprimand, by denial of the

privileges of the Floor of the Exchange not to exceed five (5) days and/or by the imposition of a fine not to exceed $5,000.

Pit Committee members shall be considered members members of the Floor Conduct Committee for the sole purpose of issuing tickets for decorum offenses within their pit in accordance with Regulation 360.01.

The Floor Conduct Committee shall be responsible for issuing badges to and recalling badges from all non-members, except as otherwise provided within the Rules and Regulations.

(d) Appeal. A member, member firm, or other person with floor privileges, may appeal from the decision of the Committee by filing with the Secretary of the Association, within ten business days after the Committee's decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the Committee's decision.

(e) Offense Against the Association. Any member of the Association, member firm, or other person with floor privileges who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended, or expelled by the Board.

(f) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A hold-over member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (02/01/04)

519.03 Bracketing Violations - The Floor Governors Committee may levy fines for violations of Regulation 332.02, pertaining to the recording of bracket data, in accordance with the Summary Procedures as provided in Regulation 519.01(b). (08/01/94)

519.05 Weapons Prohibition - No weapons shall be permitted on the Exchange Floor or in the lobby area adjacent to the Exchange Floor. Any violation of this Regulation shall be deemed a decorum offense and penalties may be imposed pursuant to Rule 519.00 and Regulation 519.01. (08/01/94)

519.06 Submission of Computerized Trade Reconstruction Data - The Floor Governors Committee may levy fines for violations of Regulation 545.02, 332.04, 332.041, 332.05, 332.06, 332.07, 332.08, and 332.09, pertaining to the accurate and complete maintenance of books and records, including the submission of Computerized Trade Reconstruction data, in accordance with the Summary Procedures as provided in Regulation 519.01(b). (07/01/95)

519.07 Sexual Harassment - Sexual harassment will not be tolerated on the Floor or Halls of the Exchange. Sexual harassment consists of unlawful verbal or physical conduct directed at a person when that conduct is based on that person's sex and has a substantial adverse effect on him or her in the workplace. Such conduct may include, but is not limited to, the following:

1. requests for sexual favors that may or may not be accompanied by threats or promises of preferential treatment with respect to an individual's employment status;

2. verbal, written or graphic communications of a sexual nature, including lewd or sexually suggestive comments, off-color jokes of a sexual nature or displays of sexually explicit pictures, photos, posters, cartoons, books, magazines or other items; and

3. patting, pinching, hitting or any other unnecessary contact with another person's body or threats to take such action.

Any violation of this Regulation shall be deemed a decorum offense and penalties may be imposed pursuant to Rule 519.00 and Regulation 519.01. (01/01/96)

519.08 TradeTalk Violations - A member may not use the TradeTalk message board, which is generally accessible to all members connected to the MemberNet website, to post any material which is knowingly false or inaccurate, contains foul, vulgar, or abusive language, is defamatory, degrading, libelous, threatening, harassing, obscene, invasive of a person's privacy, discusses illegal activities, or violates any law. Any violation of this Regulation shall be deemed a decorum offense.

A member shall receive a written notification from the Floor Conduct Committee if it has reason to believe that he may have committed a TradeTalk violation, and he shall be directed to appear before the Floor Conduct Committee prior to the imposition of any penalty described herein. However, any failure to appear after receiving such written notification shall be deemed a consent to any penalty that the Floor Conduct Committee shall subsequently impose pursuant to this Regulation.

The Floor Conduct Committee may impose a denial of access to TradeTalk for up to 90 days for the first TradeTalk offense, and a denial of such access for up to 180 days for a second or subsequent offense. In addition, the Floor Conduct Committee may impose a permanent denial of access to TradeTalk, in its discretion, in egregious circumstances.

The decision of the Floor Conduct Committee shall be final, and may not be appealed.

In addition, the Floor Conduct Committee shall be authorized to remove any message from TradeTalk, at any time and in advance of any related hearing for denial of access of TradeTalk, if the Committee determines that such message is inappropriate under the standards set forth in the TradeTalk Terms and Conditions of Use. (09/01/04)

520.00 Smoking - Smoking of cigarettes and other smoking materials is prohibited in the Exchange Halls (during trading hours or business days). Any member, or any person affiliated with a registered eligible business organization who violates this Rule shall be guilty of an offense against the Association and, in the case of persons affiliated with a registered eligible business organization, such firm may also be found guilty of an offense against the Association. 164 (04/01/98)

520.00A Exchange Floor Fines - Designated Exchange staff shall impose a fine of $25 to $5,000, as directed by the Floor Conduct Committee for each violation of Rules, Regulations, directives or guidelines issued by the Floor Conduct Committee relating to smoking and other use of tobacco products, badges, food and beverage, dress code, decorum, and guests and visitors on the Exchange Floor.

The following schedule of fines is approved; however, this schedule is non-binding, and the Floor Conduct Committee, in its discretion, may impose a fine not to exceed $5,000, in addition to any access denial, for the violations set forth below regardless of the number of the offense.

BADGES: (improper usage)	1st offense $25.00
	2nd offense $50.00
(Failure to display Exchange issued badge)	$200.00 each offense
(unauthorized entry into pits)	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00
(unauthorized usage of a key card)	1st offense $1,000.00
SMOKING/USE OF TOBACCO PRODUCTS:	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00
FOOD AND BEVERAGE:	1st offense $250.00
	2nd offense $500.00
	additional offense by individual - $1,000.00
GUESTS AND VISITORS:	1st offense $25.00

	2nd offense $50.00
	3rd offense $100.00
DRESS CODE:	1st offense $25.00
	2nd offense $50.00
	3rd offense $100.00
	No jeans are to be permitted on the Exchange Floor.
RUNNING:	1st offense by individual - $25.00
	2nd offense by individual - $50.00

	3rd offense by individual - $75.00
	4th offense by individual - $100.00
PROPERTY OFFENSES:	1st offense $200.00
	2nd offense $500.00
THROWING OF OBJECTS:	1st offense $100.00
	2nd offense $200.00
	3rd offense $500.00

The procedure for the imposition of a fine shall be as follows:

Floor Conduct Committee members, Security Guards or Pit Committee members (in accordance with Regulation 360.01) shall issue a ticket to the offender a decorum for offense. The ticket requires the signature of two Committee members.

The Committee members may issue a directive to designated Exchange staff to impose a fine in the amount stated in the directive. Fines for offenses may be imposed on a member committing a violation, or upon a member or member firm for a violation committed by an employee of such member or member firm.

Designated Exchange staff shall give the member or member firm written notification of the fine. The notice shall inform the member or member firm of the right to request a hearing and the consequences of a failure to pay the fine if no hearing is requested.

Property offenses, for the purpose of this Ruling 520.00A, shall include sitting or standing on floor booths, standing on chairs or stools on the trading floor, extending telephone cords across an aisle, defacing property, or any other action which may damage property or impede communications or traffic on the trading floor.

For purposes of this Ruling, the fine shall have been imposed as of the date that the written notice is delivered to the member or member firm. (02/01/04)

521.00 Floor Access - Upon receipt by the Association of actual notice that any member or registered eligible business organization, or any other person with trading privileges, has entered a plea of guilty to or has been adjudged guilty of a violation of any criminal statute involving moral turpitude, the Chairman of the Board may order an investigation (unless already in progress) to ascertain whether violations of the Rules and Regulations have occured, and the Board may, when immediate action is necessary to protect the best interests of the marketplace, and subject to the provisions of Regulation 540.06, forthwith deny access to the trading floor to such person or registered eligible business organization until the investigation, including any disciplinary proceedings, is concluded.

The issues in a Regulation 540.06 hearing under this Rule are limited to (1) whether or not the member or registered eligible business organization, or other person with trading privileges, has entered a plea of guilty to or has been adjudged guilty of a violation of any criminal statute involving moral turpitude, and (2) whether or not immediate action is necessary to protect the best interests of the marketplace. (04/01/98)

540.00 Proceedings Before The Board - The Board may review decisions of the Appellate Committee, and may agree to hear disciplinary matters referred to it by the Appellate Committee or the Hearing Committee. Whenever the respondent shall have had an opportunity to present evidence or legal defenses in connection with the pending matter before any Standing or Special Committee in accordance with Regulations 540.02 and 540.03, and the jurisdiction of the Board is based upon either an appeal by the respondent from the decision of such Committee or is a referral of the matter by such Committee to the Board, the Board shall not entertain any new evidence or new legal defenses not raised before such Committee except upon a clear showing by the respondent that such new evidence or new legal defense did not exist or was not ascertainable by due diligence at the time of the Committee proceedings, and that there was insufficient time within the intervening period prior to the hearing of the Board for the respondent to bring such new evidence or legal defense to the attention of such Committee.

After hearing all the witnesses and the respondent, if he desires to be heard, the Board shall determine whether to affirm, reverse, modify or remand the decision of the Committee under review and may impose penalties in accordance with Rule 560.00. The finding of the Board shall be final and conclusive when rendered.

If the respondent has not been given notice and opportunity for hearing, pursuant to Regulations 540.02 and 540.03, before a disciplinary committee, the Board may, rather than holding a hearing remand the matter to the appropriate disciplinary committee. 155 (08/01/94)

540.00A Committee Authority To Refer Matters for Investigation - Any Committee of the Association which in the course of its activities discovers a possible violation of the Rules and Regulations of the Association may, refer the matter to the Office of Investigations and Audits or the appropriate disciplinary committee. 39R (08/01/94)

540.01 Review Of Investigation Report - The disciplinary committee shall promptly review each investigation report. In the event the disciplinary committee determines that additional investigation or evidence is needed, it shall promptly direct the enforcement staff to conduct its investigation further. Within a reasonable period of time not to exceed 30 days after the receipt of a completed investigation report, the disciplinary committee shall take one of the following actions:

(a) If the disciplinary committee determines that no reasonable basis exists for finding a violation or that prosecution is otherwise unwarranted, it may direct that no further action be taken. Such determination must be in writing and contain a brief statement setting forth the reasons therefor.

(b) If the disciplinary committee determines that a reasonable basis exists for finding a violation which should be adjudicated, it shall direct that the person alleged to have committed the violation be served with a notice of charges and shall proceed in accordance with these regulations. (08/01/94)

540.02 Notice and Answer in Connection with Disciplinary Proceedings -

(a) Prior to the imposition of any penalty by the Board of Directors or a committee under the Rules and Regulations, the respondent shall be served with a statement of charges either personally or by leaving the same at his or its office address during business hours or by mailing it to him at his place of residence, which charges shall:

(1) State the acts, practices, or conduct in which the respondent is believed to have engaged;

(2) State the Rule or Regulations believed to have been violated;

(3) Advise the respondent that he or it is entitled to be represented by an attorney;

(4) Advise the respondent that he or it is entitled to a hearing.

(5) State the period of time, which in no event shall be less than five (5) business days after the service of the charges, within which a hearing on the charges may be requested;

(6) Advise the respondent that failure to request a hearing within the period stated, except for good

cause, shall be deemed a waiver of the right to a hearing; and

(7) State the penalty which will be imposed if a hearing is waived.

(b) If the respondent elects to answer the charges, such answer shall be filed within five (5) business days after the date of service of the charges, or within such further time as the Board of Directors or the appropriate Committee in its discretion deems proper.

The answer shall be in writing, signed by the respondent, and filed with the Office of Investigations and Audits; except that in connection with proceedings initiated under Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, such answers shall be filed with the Exchange Services Department. (08/01/94)

540.03 Procedures for Hearings on Charges - In connection with all hearings on charges, except those held pursuant to Regulation 540.05:

(a) The respondent shall be entitled in advance of the hearing to examine all books, documents, or other tangible evidence in the possession or under the control of the Association which is to be relied upon by the Office of Investigations and Audits or Exchange Services Department in presenting the charges contained in the notice of charges or which are relevant to those charges;

(b) At least ten (10) business days in advance of the hearing, the respondent shall submit to the Office of Investigations and Audits copies of all documents which the respondent intends to rely on in presenting his case and shall provide the Office of Investigations and Audits with a list of, and make available for inspection by the Office of Investigations and Audits, all books, records, names of witnesses, and other tangible evidence which the respondent intends to rely on; except that in any hearing held pursuant to Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, the documents and lists shall be submitted to and the books, records and other tangible evidence shall be made available for inspection by the Exchange Services Department. The hearing body, in its discretion, may refuse to consider any books, records, documents or other tangible evidence which was not made available or witnesses whose names were not submitted to the Office of Investigations and Audits, or the Exchange Services Department pursuant to this section. However, the hearing body will consider such evidence upon a clear showing that such evidence was not ascertainable by due diligence at least ten (10) business days in advance of the hearing and that there was insufficient time prior to the hearing to bring such evidence to the attention of the Office of Investigations and Audits or the Exchange Services Department.

(c) The hearing shall be promptly held before disinterested members of the hearing body after reasonable notice to the respondent. No member of a disciplinary body may serve on that body in a particular matter if he or any person or firm with which he is affiliated has a financial, personal or other direct interest in the matter under consideration.

(d) Formal rules of evidence need not apply, but the hearing shall not be so informal as to be unfair;

(e) The respondent shall have the right to invoke Rule 548.00, if applicable;

(f) The Office of Investigations and Audits shall be a party to the hearing and shall present its case on those charges and penalties which are the subject of the hearing; or in the case of any hearing held pursuant to Rule 519.00 or Regulation 519.01 by the Floor Conduct Committee, the Exchange Services Department shall be a party to the hearing and shall present its case on those charges and penalties which are the subject of the hearing.

(g) The respondent shall be entitled to appear personally at the hearing and to be represented by counsel;

(h) The respondent shall be entitled to cross-examine any person(s) appearing as witness(es);

(i) Subject to the provisions of Rule 540.00, the respondent shall be entitled to call witnesses and to present such evidence as may be relevant to the charges;

(j) Persons within the jurisdiction of the Association who are called as witnesses shall be obliged to appear at the hearing and to produce evidence (see 545.00);

(k) If the hearing is held at the request of the respondent, a substantially verbatim record of the hearing, capable of being accurately transcribed, shall be made and shall become part of the record of the proceeding. (10/01/95)

540.04 Disciplinary Decisions - All disciplinary decisions rendered pursuant to the Rules and Regulations shall be in writing and be based upon the weight of the evidence contained in the record of the proceeding. A copy of the decision shall be provided to the respondent and shall include:

(a) The charges, or a summary of the charges;

(b) The answer, if any, or a summary of the answer;

(c) A brief summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the investigation report;

(d) A statement of findings and conclusions with respect to each charge, including the specific Rules and Regulations which the respondent is found to have violated;

(e) A declaration of any penalty imposed and the effective date of the penalty;

(f) A statement that the respondent shall pay the cost of the transcription of the record of the hearing if an appeal or petition for review to the Commission is requested by the respondent.

All such decisions shall be rendered within thirty business days after the conclusion of the hearing, unless, by virtue of the complexity of the case or other special circumstances, additional time is required. (08/01/94)

540.05 Appeals from a Decision of a Disciplinary Committee - The following procedures shall apply to appeals to the Appellate Committee and the Board from the decisions of any Committee from which appeals are allowed under the Rules and Regulations.

(a) An appeal by the respondent from the decision of a committee or a referral of the matter by such committee to the Appellate Committee shall be heard by the Appellate Committee as provided in Regulations 540.02 and 540.03. Provided, however, that whenever the respondent shall have had an opportunity to present evidence or legal defenses in connection with the pending matter before any Standing or Special Committee in accordance with Regulations 540.02 and 540.03, the appeal shall be heard solely on the record of the proceedings before such committee, the written exceptions filed by the parties and the oral or written arguments of the parties. Further, the Appellate Committee shall not entertain any new evidence or new legal defenses not raised in the prior proceeding except upon a clear showing by the respondent that such new evidence or new legal defense did not exist or was not ascertainable by due diligence at the time of the proceedings, and that there was insufficient time within the intervening period prior to the hearing of the Appellate Committee for the respondent to bring such new evidence or legal defense to the attention of the committee.

The Appellate Committee shall not reverse any finding of a Standing or Special Committee or reverse or reduce any sanction imposed by a Standing or Special Committee unless the Appellate Committee determines that the finding or sanction is "clearly erroneous."

(b) Subject to the provisions of Rule 540.00, an appeal shall be heard by the Board solely on the record before the Committee, the written exceptions filed by the parties; and the oral and written arguments of the parties;

(c) Within thirty days after the conclusion of the hearing of the appeal, or within such additional time as may be necessary by virtue of the complexity of the case or other special circumstances, the Appellate Committee or the Board shall issue a written decision and provide a copy to the respondent. The decision shall include a statement of findings and conclusions with respect to each charge or penalty reviewed, including the specific rules which the respondent was found by the Committee to have violated, and the effective date of the disciplinary penalties, if affirmed, or of any modified penalties.

(d) No member of the Board or Appellate Committee shall hear an appeal if such member participated in any prior stage of the disciplinary proceeding or if he or any person or firm with which he is affiliated

has a financial, personal, or other direct interest in the matter. (10/01/97)

540.06 Procedures For Member Responsibility Actions - The Chairman or Acting Chairman of the Association, upon the advice of the Floor Governors Committee, Financial Compliance Committee or Business Conduct Committee, has jurisdiction to take summary action when immediate action is necessary to protect the best interests of the marketplace or membership, without affording an opportunity for a prior hearing ("member responsibility actions"). The following procedures shall apply to such actions:

(a) The respondent shall, whenever practicable, be served with a notice before the action is taken. If prior notice is not practicable, the respondent shall be served with a notice at the earliest possible opportunity. The notice shall:

(1) State the action;

(2) Briefly state the reasons for the action, and

(3) State the effective time and date and the duration of the action;

(b) The respondent shall have the right to be represented by legal counsel or any other representative of his choosing in all proceedings subsequent to any summary action taken;

(c) The respondent shall be given an opportunity for a subsequent hearing, within five business days, before the Floor Governors Committee, Financial Compliance Committee or the Business Conduct Committee. The hearing shall be conducted in accordance with the requirements of Regulation 540.03 (c)-(j);

(d) Within five business days following the conclusion of the hearing, the body before which the hearing is held shall render a written decision based upon the weight of the evidence contained in the record of the proceeding and shall provide a copy to the respondent. The decision shall include:

(1) A description of the summary action taken;

(2) The reasons for the summary action;

(3) A brief summary of the evidence produced at the hearing;

(4) Findings and conclusions;

(5) A determination that the summary action should be affirmed, modified, or reversed; and

(6) A declaration of any action to be taken pursuant to the determination specified in (5) above and the effective date and duration of such action.

The Chairman or Acting Chairman of the Association has jurisdiction to reverse summary action taken against an individual member pursuant to Rule 270.00 or Rule 278.00, or against a member firm pursuant to Regulation 416.04, at any time prior to a hearing held pursuant to this Regulation, or, if no hearing is held, prior to the expiration of five business days after the summary action is taken, without the prior approval of the Financial Compliance Committee or the Business Conduct Committee, if the affected member or member firm demonstrates to the satisfaction of the Chairman or Acting Chairman that the condition which was the basis for the action no longer exists. (07/01/97)

540.07 Finality Of Disciplinary Decisions And Member Responsibility Actions - All disciplinary decisions rendered or member responsibility actions taken pursuant to the Rules and Regulations shall be final and conclusive when rendered, unless appealable, in which case the decision shall become final the first business day after the time for appeal has passed, if no appeal is taken, or when the decision of the appeals body is rendered.

The person or body rendering such decision shall determine the effective date of such action. Provided, however, that the effective date shall be at least fifteen (15) days after written notice is delivered to the person against whom the action is taken, and to the Commodity Futures Trading Commission, except that such action may become effective prior to that time if:

(1) The action was taken according to the provisions of Regulation 540.06;

(2) The person against whom the action is taken has consented to the sanction to be imposed; or

(3) The action was taken by the Secretary under Rule 563.00. (08/01/94)

540.08 Offers of Settlement - Any member, member firm or other person who is the subject of charges filed before the Board or who has filed an appeal of a disciplinary action with the Board, may submit a written offer of settlement in connection with such proceedings to the President. The President is authorized to consider such settlement offers, negotiate alternative provisions therein, and recommend to the Board that it either accept or reject any settlement offer. The Board, by majority vote of a duly convened quorum, has the sole authority to accept or reject any such settlement offer. If an offer of settlement is accepted by the Board, it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision also shall include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

The member, member firm or other person who submits a written settlement offer to the President may withdraw it at any time before final acceptance by the Board. If a settlement offer is withdrawn or is rejected by the Board, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer.

Any member, member firm or other person who is the subject of charges before the Appellate Committee or who has filed an appeal of a disciplinary action with the Appellate Committee, may submit a written offer of settlement in connection with such proceedings to the Appellate Committee. The Appellate Committee is authorized to consider such settlement offers, negotiate alternative provisions therein, and either accept or reject any settlement offer. If an offer of settlement is accepted by the Committee it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision shall also include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

The member, member firm or other person who submits a written settlement offer to the Appellate Committee may withdraw it at any time before final acceptance by the Committee. If a settlement offer is withdrawn or rejected by the Committee, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer.

Each settlement offer presented to the Board or to the Appellate Committee shall be deemed to incorporate the following terms:

(1) Respondent acknowledges that the Office of Investigations and Audits will have the opportunity to present its views on the proposed settlement to the President, the Board, or the Appellate Committee, as applicable; and

(2) Respondent waives any objection to having the Board or the Appellate Committee, as applicable, hear the case even it the Board or the Appellate Committee has previously considered and rejected a settlement offer. (08/01/97)

540.09 Offers of Settlement - Any member, member firm, their wholly-owned affiliates or other person who is the subject of preliminary charges issued by the Business Conduct Committee, Financial Compliance Committee or Floor Governors Committee ("respondent"), may submit a written offer of settlement in connection with such proceedings to the Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee or the Hearing Committee. The Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee and Hearing Committee are authorized to consider such settlement offers, negotiate alternative provisions therein, and either accept or reject any settlement offer. When preliminary charges are pending before the Hearing Committee, before a hearing begins, the Committee that issued the charges has the sole authority to consider settlement offers. Once the Hearing Committee has begun hearing evidence, the Hearing Committee has exclusive settlement authority. The Business Conduct Committee, Financial Compliance Committee, Floor Governors Committee and Hearing Committee may, in their discretion, permit a respondent to accept a penalty without either admitting or denying any rule violations upon which the penalty is based. If an offer

of settlement is accepted by any such Committee, it shall issue a written decision specifying the rule violations it has reason to believe were committed and any penalty to be imposed. Where applicable, the decision also shall include a statement that the respondent has accepted the penalties imposed without either admitting or denying the rule violations.

Each settlement offer presented to any such Committee shall be deemed to incorporate the following terms:

(1) Respondent acknowledges that the Office of Investigations and Audits will have the opportunity to present its views on the proposed settlement to the Committee; and

(2) Respondent waives any objection to having the appropriate Committee hear the case even if that Committee has previously considered and rejected a settlement offer.

The member, member firm, wholly-owned affiliate or other person who submits a written settlement offer to any such Committee may withdraw it at any time before final acceptance by the Committee. If a settlement offer is withdrawn or rejected by any such Committee, the person submitting such offer neither shall be deemed to have made any admission nor shall in any manner be prejudiced by having submitted the settlement offer. (08/01/97)

540.10 Disciplinary Jurisdiction Over Agricultural Regular Firms - In addition to the disciplinary authority of the Hearing Committee, Appellate Committee, Business Conduct Committee and Financial Compliance Committee over agricultural regular firms, as set forth in paragraphs (f) and (g) of Rule 542.00 and paragraphs (f) and (g) of Rule 551.00, each of these Committees may discipline an agricultural regular firm for violation of any Rules and Regulations by imposing a fine on such firm, and/or by revoking the firm's regularity status. Subject to and in accordance with Regulation 540.08, an agricultural regular firm that is the subject of charges filed before the Board or that has filed an appeal of a decision with the Appellate Committee or the Board, may submit a written offer of settlement in connection with such proceeding to the Appellate Committee or, in matters before the Board, to the President of the Association. (08/01/94)

540.11 Appellate Committee -

(a) Membership. Each year the Chairman of the Board, with the approval of the Board, shall appoint from those members of the Association who currently serve or who shall have previously served as an elective officer of the Association and who shall not be a member of a standing disciplinary committee, to serve as a member of the Appellate Committee. The Committee shall consist of five (5) members, at least one of whom is currently an elective officer of the Association. A vacancy in the Committee shall be filled by appointment by the Chairman of the Board, with the approval of the Board.

(b) Meetings and Quorum. The Appellate Committee shall determine the time and place for its meetings and the manner and form in which its meetings shall be conducted. The attendance of three (3) Appellate Committee members shall constitute a quorum of the Committee. The majority vote of the quorum of the Appellate Committee shall be the official act or decision of the Committee.

(c) Duties of the Committee. It shall be the function of the Committee to serve as the appellate body in review of disciplinary decisions of committees of the Association or, upon referral by such committee to hear the matter, in accordance with Regulation 540.05. After hearing all the witnesses and the respondent, if he/she decides to be heard, the Committee shall determine whether the respondent is guilty of the offense or offenses charged. If the Committee determines that the accused is guilty, the Committee may impose penalties in accordance with Rule 560.00.

(d) Appeal. The findings of the Appellate Committee shall be final and conclusive when rendered, although subject to review by the Board of Directors in accordance with Regulation 540.05(b) upon the request of the Board or upon referral by the Committee. A request that the Board review a decision must be made:

- if on the motion of the Board, upon review of the notice of the decision in the materials for the first regularly scheduled Board meeting not less than twenty (20) days after the date of the

decision;

- if by the Appellate Committee, within fifteen (25) days of the date of the decision; and

- if by a person against whom the decision has been rendered within ten (10) days of the date he receives the decision.

(e) Offense Against The Association. Any member of the Association, member firm, or other person with trading privileges who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended or expelled by the Board.

(f) Oath. Every member of the Appellate Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his capacity as an Appellate Committee member if such information is confidential, commercially sensitive, or non-public, except when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to demand by an authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(g) Holdover Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding and the term of the members expires, the members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall continuation in office impair the appointment of a successor Committee or the successor Committee's right to participate in all other Committee business.

(h) Associate Members as Appellate Committee Members. Associate Members of the Exchange are eligible for appointment to the Appellate Committee as full voting members, provided that such Associate Member qualifies pursuant to paragraph (a) of this Regulation, and further provided that Associate Members shall not be eligible to serve as Chairman of the Committee. The Committee shall at no time have more than two Associate Members on the Committee. (08/01/94)

540.12 Hearing Committee -

(a) Membership. The Hearing Committee shall consist of twenty-one (21) individual members of the Association appointed each year by the Chairman of the Board with the approval of the Board. For all purposes under these Rules, the Hearing Committee shall be considered a disciplinary committee. Hearing Committee members shall have previously served on the Board, the Business Conduct Committee, the Floor Governors Committee, the Financial Compliance Committee or the Arbitration Committee, but no person shall be a member of the Committee who, at the same time, is a member of the Board or any other standing disciplinary committee. A panel of seven members shall be selected from the Committee for each hearing, in a manner established by the Committee, consistent with the requirements of Regulation 540.14. Each panel shall, by a majority vote, elect a Chairman.

(b) Hearing Executive Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman of the entire Committee, along with two other members from among the members of the Committee, to serve as a Hearing Executive Committee.

(c) Meetings and Quorum. The Hearing Committee shall determine the time and place of its meetings and the manner and form in which its meetings shall be conducted. The attendance of four Hearing Committee members shall constitute a quorum of the Committee. The majority vote of the quorum of the Hearing Committee shall be the official act or decision of the Committee.

(d) Duties of the Committee. The Hearing Committee shall conduct disciplinary hearings pursuant to the Rules and Regulations of the Association. Following notice and answer in accordance with Regulation 540.02, the Hearing Committee shall conduct hearings in connection with proceedings initiated under Rule 542.00(f), Rule 551.00(f) and Rule 543.00(d). Procedures for the hearing shall be in accordance with Regulation 540.03. After hearing all the witnesses and the respondent, if he/she decides to be heard, the Committee shall determine whether the respondent is guilty of the offense or offenses

charged. If the Hearing Committee determines that the accused is guilty, the Committee may impose penalties in accordance with the rule pursuant to which the proceedings were initiated. In the event there is a finding of multiple violations of any Rules or Regulations, it shall be within the Committee's discretion to apply its suspension powers either in a consecutive or concurrent manner.

(e) Appeal. A member, member firm, person with trading privileges or agricultural regular firm may appeal from the decision of the Committee by filing with the Secretary of the Association within ten (10) business days after the Committee's decision is sent to the respondent a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the Committee's decision.

(f) Offense Against the Association. Any member, member firm, other person with trading privileges or agricultural regular firm who fails to comply with the disciplinary action of the Committee after such action becomes effective shall be charged with an offense against the Association, and if found guilty, shall either be fined, suspended or expelled by the Board.

(g) Oath. Every Hearing Committee member shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity as a Hearing Committee member if such information is confidential, commercially sensitive, or nonpublic, except when required in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(h) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of a successor or the successor's right to participate in all other Committee business. (12/01/94)

540.13 Application of Rules and Regulations - The provisions of this Chapter shall apply to all members, registered partnerships and corporations, their wholly-owned affiliates, other persons with trading privileges, agricultural regular firms, guaranteed introducing brokers, and any employee or Associated Person of any such individual or firm, unless specifically exempted. (07/01/97)

540.15 Failure to Pay a Disciplinary Fine - When the Treasurer of the Association certifies to a Committee that imposed a fine that such fine is due and has not been paid, the person who was ordered to pay the fine shall be suspended from all membership privileges (including but not limited to floor and electronic access, member transaction fees and the right to lease a membership or membership interest), subject to Regulation 540.06, until the Treasurer certifies to the Committee that the fine has been paid. (06/01/94)

541.00 Special Investigations By Board - If at any time the Board shall have reason to suspect that any member, member firm, or other person with trading privileges, has been guilty of any offense against the Association and no investigation has been initiated into the matter, the Board shall direct the Office of Investigations and Audits to conduct an investigation and shall direct the appropriate disciplinary committee, or if necessary appoint a Special Committee outside of its own number, to review the investigation as to whether there is just ground for such suspicion. If the Committee decides that there is just ground for such suspicion, it shall direct that charges be filed with the Board as provided in Rule 540.00. (08/01/94)

542.00 Business Conduct Committee -

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint the members of the Business Conduct Committee. Only members of the Association who are not Directors or Officers of the Association shall be eligible for appointment as members of the Committee. All Committee Members shall be Full Members except that one Committee Member may be an Associate Member. Four members shall be appointed for staggered three-year terms. Additional members may be appointed for one-year terms, but no more than four such members may be appointed. Terms currently in effect at the time of adoption of this amended Rule shall continue to be in effect until they expire. At the time this amended Rule becomes effective, a member shall be appointed to serve a term expiring February 1, 1984. Each year the Chairman of the Board shall appoint one member of the Committee for a three-year term and may appoint no more than four members for one-year terms, except that for February 1, 1984, and every third year thereafter, the Chairman of the Board shall appoint two members of the Committee for three-year terms and may appoint no more than four members for one-year terms. A vacancy in the Committee shall be filled for the unexpired term in the same manner as provided above, except that unexpired one-year terms may be left vacant at the discretion of the Chairman of the Board. The President shall be an ex officio member of the Committee.

(b) Chairman and Vice-Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice-Chairman of the Committee from among the members of the Committee. The Chairman and Vice Chairman shall be appointed to serve as Chairman and Vice Chairman for a one-year term.

(c) Oath of Members. Every member of the Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity if such information is confidential, commercially sensitive or non-public, including any information regarding the market position, financial condition, or identity of any trader or firm, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal

proceedings or actions of a duly authorized committee of the Association, or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board.

(d) Quorum. The attendance of three members at a meeting shall constitute a quorum. The actions of a majority of the members present shall be the actions of the Committee.

(e) Business Conduct Committee on Particular Matter. If the Business Conduct Committee shall determine that it is improper for any or all of its regular members to serve during the consideration and decision of any particular matter, or if any or all the regular members shall be unable to serve during the consideration and decision of any particular matter, the Business Conduct Committee may request the Chairman of the Board to appoint an alternate or alternates to sit throughout the investigation, hearing, and decision of such matter. The Chairman of the Board shall have the power to appoint any member or members as such alternate or alternates. When so appointed such alternate or alternates shall, with respect to such particular matter, have all the powers and duties of the regular member or members for whom he is or they are acting, and the "Committee on Particular Matter," consisting of such alternate or alternates, and the remaining regular members of the Business Conduct Committee, if any, shall with respect to such particular matter have all the duties and powers of the regular Business Conduct Committee. During such period as a Committee or Committees on a Particular Matter or Matters are functioning, the regular Business Conduct Committee and the regular members thereof shall continue to have all the powers and to perform all the duties concerning matters not under consideration by a Committee or Committees on Particular Matters.

(f) Duties of Committee. The Committee shall determine the manner and form in which its proceedings shall be conducted. The Committee shall provide for the prevention of manipulation of prices and the cornering of any commodity on the Exchange, and shall also have general supervision of the business conduct of members, member firms, any other persons with trading privileges, wholly-owned affiliates, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, particularly insofar as such conduct affects (1) non-member customers; (2) the public at large; (3) the State Government; (4) the Federal Government; (5) public opinion; and (6) the good name of the Association. The Committee shall also have general supervision, other than financial supervision, over all agricultural regular firms and their employees, member and non-member alike, with respect to each such firm's compliance with the Association's Rules and Regulations pertaining to its regularity. The Committee in performing its duties may investigate the dealings, transactions and financial condition of members, member firms, any other persons with trading privileges, wholly-owned affiliates, agricultural regular firms, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, and may examine their books and papers upon request. The Committee may employ such auditors and other assistants as it may deem necessary, and all expenses incident thereto shall be payable from the funds of the Association.

The Committee shall have the authority to charge a member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or any employee or associated person of any such individual or firm alleged to have violated any Rule or Regulation within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000.00 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations it shall be within the relevant Committee's discretion to apply its

denial or suspension powers either in a consecutive or concurrent manner.

A party under a cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

The decision of the Business Conduct Committee or the Hearing Committee may be appealed to the Appellate Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association, within ten (10) business days after the decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

Any member, member firm, other person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm who fails to appear before the Committee pursuant to its request, or to submit his or its books and records to the Committee at its request, shall be guilty of an offense against the Association.

The Committee may review at any time the operations or procedures of members, member firms, any other persons with trading privileges, wholly-owned affiliates, agricultural regular firms, guaranteed introducing brokers, and any employees or associated persons of any such individuals or firms to assure compliance with the Rules and Regulations of the Association. Whenever such review discloses a condition or practice which, in the Committee's judgment, falls within the provisions of Regulation 270.01 or Regulation 540.06, it shall so advise the Chairman of the Board and recommend such action as it deems appropriate in the circumstances.

(g) Offense Against the Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, other person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(h) Hold-Over Members. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/98)

543.00 Floor Governors Committee-

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint from the Membership of the Association the members of a Floor Governors Committee who shall not be Directors or Officers of the Association. The Committee shall consist of seven members. Each year the Chairman of the Board, with the approval of the Board, shall appoint one member of the Committee for a term of three years dating from February 1 of such year. Each year, the Chairman of the Board, with the approval of the Board shall also appoint from the Membership two members of the Committee to serve for a one year term dating from February 1 of such year. In addition, each year, beginning with 1985, the Chairman of the Board, with the approval of the Board, shall also appoint from the Membership a member of the Committee for a two year term dating from February 1 of such year. A vacancy in the Committee shall be filled for the unexpired term by appointment by the Chairman of the Board, with the approval of the Board.

(b) Chairman and Vice Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice Chairman of the Committee from among the members of the Committee. The Chairman and Vice Chairman shall be appointed to serve as Chairman and Vice Chairman for a one-year term.

(c) Meetings and Quorum. The Floor Governors Committee shall determine the time and place of its meetings and the manner and form in which its meetings shall be conducted. The attendance of four Floor Governors shall constitute a quorum of the Committee. The majority vote of the quorum of the Floor Governors Committee shall be the official act or decision of the Committee.

(d) Duties of the Committee. It shall be the function and duty of the Floor Governors Committee to assure

that the practices and conduct of the members of the Association, member firms, other persons with trading privileges, and employees of any such individual or firm on the Floor of the Exchange are in compliance with the Rules and Regulations. Whenever any violation of the Rules or Regulations is suspected by the Committee, and the Committee determines, after investigation by the Office of Investigations and Audits, that action should be taken, the Committee shall provide notice and opportunity for a hearing in compliance with Regulations 540.02 and 540.03. The Committee shall have the authority to charge a member, member firm, person with trading privileges, or any employee of any such individual or firm alleged to have violated any Rule or Regulation within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations, it shall be within the relevant Committee's discretion to apply its denial or suspension powers either in a consecutive or concurrent manner.

Also fines not to exceed $5,000 for any act may be imposed as specifically authorized in Regulation 519.03.

A party under a cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

(e) Appeal. A member, member firm, other person with trading privileges, or any employee of any such individual or firm, may appeal from the decision of the Floor Governors Committee or the Hearing Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association within ten (10) business days after the decision is sent to the respondent a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

(f) Offense Against The Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, other person with trading privileges, or employee of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(g) Oath. Every Floor Governor shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity as a Floor Governor if such information is confidential, commercially sensitive, or non-public, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board of Directors.

(h) Hold-over Member. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or members may continue in office until the proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business.

(i) Associate Members as Floor Governors. Associate Members of the Exchange are eligible for appointment to the Floor Governors Committee as full voting members, provided that Associate Members shall not be eligible to serve as Chairman of the Committee. The Committee shall at all times have at least two Associate Members on the Committee. (08/01/98)

543.01 Investigations - The President or the Executive Vice-President shall have the authority to

order investigations into any complaints made to the Association or into any situation no matter how brought to their attention involving possible violations of the Rules and Regulations of the Association. 1792 (08/01/94)

544.00 Waiver of Hearing - The statement of charges may provide that if the respondent fails, except for good cause, to request a hearing within a specified period of time, which in no event shall be less than five business days after the service of the charges, he shall be deemed to have accepted a penalty stated in the charges. (08/01/94)

545.00 Testimony And Production Of Books And Records - If a member of the Association, member firm, or other person with trading privileges, is required to submit his books and records, or the books and records of his firm, or corporation, or any portion thereof, to the Board, or to any authorized Standing or Special Committee, or to the individual responsible for the supervision of the Office of Investigations and Audits as provided for in Regulation 170.01, or, subject to the provisions of Rule 548.00, to furnish any information to or to appear and testify before, or to cause any of his partners or employees to appear and testify before such Board, or such authorized Committee, or at the request of such individual responsible for the supervision of the Office of Investigations and Audits, it shall be an offense against the Association to fail or refuse to comply with such requirements. 153 (08/01/94)

545.01 Furnishing Information - Pursuant to Rule 545.00 and Regulations 545.02 and 545.03, each clearing member shall furnish to the Board or to any committee or department specified by the Board, such information respecting daily trading, deliveries, exchanges of futures for cash commodities or other activity as the Board deems necessary for compliance by the Association with the provisions of Regulations Sections 16.00 through 16.03 under the Commodity Exchange Act or as required to be made or maintained under the Rules and Regulations. Such data shall be furnished at such times and in such manner and form as the Board or the committee or department acting for the Board may prescribe.

The Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee may, without hearing, impose minor penalties against members or member firms for failure by such members or member firms, or for failure by any persons for whom such members or member firms are responsible, to submit requested routine trade documentation within the respective Committees' jurisdiction in the manner prescribed by the Committee. Minor penalties for the purpose of this Regulation shall be defined as fines not exceeding $1,000 for any one offense.

If the documents requested are one year old or less, they must be produced and submitted to the Office of Investigations and Audits within five (5) business days. If the documents requested are more than one year old and less than five years old, they must be produced and submitted to the Office of Investigations and Audits within ten (10) business days. The Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee may impose a fine of up to $1,000 for each business day thereafter on which the member, member firm or any person for whom such member or member firm is responsible, has not produced and submitted the requested documents to the Office of Investigations and Audits.

A respondent may request an appeal of a minor penalty by filing a written request for a hearing with the Office of Investigations and Audits within ten (10) business days after the penalty is imposed; the Business Conduct Committee, the Financial Compliance Committee, or the Floor Governors Committee shall hear the matter in accordance with Regulations 540.02 through 540.05. The decision of the Business Conduct Committtee, the Financial Compliance Committee, or the Floor Governors Committee may be appealed to the Appellate Committee as provided in Rule 542.00(f) or 543.00(e). Failure to request a hearing shall be deemed a consent to the fine. Unless a hearing is requested, failure to pay a fine within thirty (30) days after the penalty is imposed shall automatically triple the amount of the fine. 1973 (08/01/94)

545.02 Record Keeping - Pursuant to Rule 545.00 and Regulation 545.03, each member and member firm shall keep in an accurate and complete manner all books and records required to be made or maintained under the Rules and Regulations. All books and records required to be kept shall be kept for a period of five (5) years from the date thereof and shall be readily accessible for a period of two (2)

years from the date thereof. All reports required to be submitted to the Association or its delegate shall be reported accurately and completely. (08/01/94)

545.03 Record Keeping Qualifications - Each member, member firm and other person with membership privileges shall be required, pursuant to the rules and regulations, to keep, maintain and furnish only those books and records that relate directly to the trading of futures and options contracts, satisfaction of the minimum financial requirements for futures commission merchants and qualifications for membership. (08/01/94)

545.04 Report Transmission Requirement - Each clearing member shall be required to have the ability to electronically transmit any bookkeeping reports to the Clearing Services Provider that are required by such Clearing Services Provider, at such times and in the form and manner designated by the Clearing Services Provider. (01/01/04)

545.05 Maintenance of Telephone Recordings - Members and member firms which record conversations conducted on their Exchange Floor telephone lines shall maintain the resultant recordings for a period of 10 business days following the day when such recordings are made. In addition, all recordings of Exchange Floor headset communications shall be maintained for a period of 10 business days following the day when such recordings are made. (07/01/98)

546.00 Testimony Before Other Exchanges - If the Board shall deem it is to the interest and welfare of the Association, or to the public interest, or in the interest of just and equitable principles of trade, to facilitate the examination by the authorities of another exchange of any transaction in which a member of the Association has been concerned and that the testimony of such member, his partners, or employees, or his books and papers, or the books and papers of his firm, or corporation, or any partner therein are material to such examination, and shall direct such member to appear and testify, or to cause any of his partners or employees to appear and testify, or to produce such books and papers before the authorities of said other exchange, or any committee thereof, for the purposes of such examination, and the member of the Association shall refuse or fail to comply with such direction, he may be adjudged guilty of an act detrimental to the interest or welfare of the Association. 154 (08/01/94)

548.00 Incriminating Evidence - Upon any investigation or trial before the Board, or before any committee, or before any other tribunal of the Association, no member or agricultural regular firm shall be required to answer, or be subject to any penalty for failing to answer any question, when such member or agricultural regular firm shall make oath that the answer, if given, would convict or tend to convict such member or agricultural regular firm of the violation of any law of the United States or any state. 161 (08/01/94)

549.00 Depositions of Witnesses - Upon any investigation authorized under the Rules and Regulations of the Association, the oral depositions of witnesses may be taken. The party under investigation shall be given at least five (5) days written notice of the time of the deposition and place where the witness will be deposed, which may be at any location within the United States. The party under investigation shall have the right to be present in person or by representative at the oral deposition, with right of cross-examination. All oral depositions of witnesses shall be taken under oath, before an officer qualified in the place of the deposition to administer oaths, and the complete testimony of the witnesses shall be transcribed by such officer or by a person under his supervision. Oral depositions taken in accordance with this provision shall be admissible in evidence at any hearing of the board or a Committee, reserving to the party under investigation the right to object at the hearing to the relevancy or materiality of the testimony contained therein. 162 (08/01/94)

550.00 Rehearing - A suspended or expelled member or member firm, and any member or member firm that has been fined, may petition the Appellate Committee for a rehearing. Upon presentation of the petition, the Appellate Committee, by a majority vote, may order a rehearing to determine whether the disciplinary action was the result of false testimony or was otherwise unjust or improper.

The rehearing will be conducted in accordance with Regulations 540.02 and 540.03.

If, after a rehearing the Appellate Committee unanimously finds that such member or member firm was mistakenly expelled, suspended, or fined, or that the penalty imposed was excessive, the prior disciplinary action against such member or member firm may be set aside or the penalty mitigated. No prior disciplinary action or penalty shall be set aside or mitigated if any member of the Appellate Committee votes against such action.

The petition of a member or member firm who has been suspended, expelled, or fined, for a rehearing shall be posted upon the bulletin board of the Exchange for at least one week prior to its presentation to the Appellate Committee.

A member or member firm whose prior expulsion, suspension, and/or fine is set aside or mitigated in accordance with this Rule shall have no claim in law or equity against the Association or any Director, committee member, officer or employee thereof by virtue of such prior action thus set aside or mitigated.

A rehearing is not a right. An action of the Appellate Committee is final when rendered as provided in Regulation 540.07, but may be reviewed by the Board pursuant to Regulation 540.05. Every suspension, expulsion, or fine will be considered final until set aside or reduced under this Rule. 157 (08/01/94)

551.00 Financial Compliance Committee-

(a) Membership. The Chairman of the Board, with the approval of the Board, shall appoint the members of the Financial Compliance Committee. The Committee shall consist of five qualified individuals, whether members or non-member employees of member firms. Each year thereafter, the Chairman of the Board, with the approval of the Board, shall appoint two members of the Committee to serve a term of two years and one member to serve a term of one year. A vacancy in the Committee shall be filled for the unexpired term in the same manner as provided above, except that unexpired one-year terms may be left vacant at the discretion of the Chairman of the Board.

(b) Chairman and Vice-Chairman of the Committee. The Chairman of the Board, with the approval of the Board, shall appoint a Chairman and a Vice-Chairman of the Committee from among the members of the Committee. The Chairman and Vice-Chairman shall be appointed to serve as Chairman and Vice-Chairman for a one-year term.

(c) Oath of Members. Every member of the Committee shall take an oath not to divulge, or allow or cause to be divulged, any information acquired by such member in his official capacity if such information is confidential, commercially sensitive or non-public, including any information regarding the market position, financial condition, or identity of any trader or firm, except when required in connection with his official duties, or in connection with disciplinary proceedings or other formal proceedings or actions of a duly authorized committee of the Association, or of the Board, or in response to a duly authorized subpoena, or in response to a request or demand by an administrative or legislative body of government having jurisdiction of the subject matter and authority to obtain the information requested, or on behalf of the Association in any proceeding authorized by the Board.

(d) Quorum. The attendance of three (3) members at a meeting shall constitute a quorum. The actions of a majority of the members present shall be the actions of the Committee.

(e) Financial Compliance Committee on Particular Matter. If the Financial Compliance Committee shall determine that it is improper for any or all of its regular members to serve during the consideration and decision of any particular matter, or if any or all the regular members shall be unable to serve during the consideration and decision of any particular matter, the Financial Compliance Committee may request the Chairman of the Board to appoint an alternate or alternates to sit throughout the investigation, hearing, and decision of such matter. The Chairman of the Board shall have the power to appoint, consistent with paragraph (a) above, any member or members as such alternate or alternates.

When so appointed, such alternate or alternates shall, with respect to such particular matter, have all the powers and duties of the regular member or members for whom he is or they are acting, and the "Committee on Particular Matter," consisting of such alternate or alternates, and the remaining regular members of the Financial Compliance Committee, if any, shall with respect to such particular matter have all the duties and powers of the regular Financial Compliance Committee. During such period as a Committee or Committees on a Particular Matter or Matters are functioning, the regular Financial Compliance Committee and the regular members thereof shall continue to have all the powers and to perform all the duties concerning matters not under consideration by a Committee or Committees on Particular Matters.

(f) Duties and Authority of the Committee. The duty of the Committee is to monitor and ensure the capital and financial integrity of members and member firms. The Committee may determine, in its sole discretion, that there is reason to believe that the financial status of a member or member firm represents a condition inconsistent with sound business practices and financial integrity, and may exercise the following authority, without limitation, over the financial organization of members and member firms.

The Committee shall determine the manner and form in which its proceedings shall be conducted. The Committee shall have authority, without limitation, over the financial organization of member firms and the financial inter-relationships between member firms and their wholly-owned affiliated entities, including parents and subsidiaries. The Committee shall also have the authority, without limitation, to supervise the nature of capital formation and the capital compliance of members, member firms, wholly-owned affiliates, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, particularly insofar as such conduct may have an adverse impact on the member's, member firm's or wholly-owned affiliate's capital or financial stability. The Committee shall also have the authority, without limitation, to supervise the financial organization, nature of capital formation and the capital compliance of all agricultural regular firms and their employees, member and non-member alike.

The Committee in performing its duties may investigate the dealings, transactions and financial interrelationships and condition of members, member firms, wholly-owned affiliates, agricultural regular firms, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individual or firm, may examine their books and papers upon request, and, with respect to member firms, may prescribe such capital requirements as it deems appropriate, including, without limitation, requiring the immediate or expeditious infusion of additional capital (subject to the procedures contained herein). Upon approval by the Chairman of the Board, the Committee may employ such experts, auditors, counsel and other assistants as it may deem necessary on a case-by-case basis, and all expenses incident thereto shall be payable from the funds of the Association.

(1) Where immediate action is necessary, the Committee shall have the authority prior to a hearing, only upon written approval by the Chairman of the Board, to take summary action consistent with this rule subject to a subsequent hearing to be held within five (5) days from the date of the summary action in accordance with Regulation 540.06. This hearing, conducted before the Committee or Board, shall follow the requirements of Regulation 540.03(c)-(j).

The member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm will be immediately notified in writing of the Committee's or Board's decision, in the form of an order signed by the Chairman of the Committee and the Chairman of the Board of Directors. Upon written notification of the decision, the respondent may request a hearing to be held within five (5) days. After this hearing, the respondent may appeal the decision to the Board of Directors. The Board of Directors may modify the conditions of the original order.

Alternatively, any such summary order may be appealed directly to the Board of Directors within one business day. The member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated

person of any such individual or firm subject to such order must give written notice of appeal to the Secretary immediately upon receipt of the Committee's order; the Board shall hear the appeal within one business day following receipt of said appeal notice or such later date as the Board may establish pursuant to the written waiver of the one business day hearing requirement by the member, member firm, person with trading privileges, wholly-owned affiliate, agricultural regular firm, guaranteed introducing broker, or employee or associated person of any such individual or firm.

(2) The Committee shall have the authority to charge a member, member firm, wholly-owned affiliate, agricultural regular firm, person with trading privileges, guaranteed introducing broker, or any employee or associated person of any such individual or firm alleged to have violated any Rule or Regulation or written policy within its jurisdiction and may impose any one or more of the following preliminary penalties: a reprimand, a cease and desist order, a fine not to exceed $25,000 for each such violation, and/or restitution. The Committee may also impose upon any such individual member, person with trading privileges, or employee of a member or member firm a preliminary denial of the privileges of the Floor of the Exchange or suspension from membership status for a period not in excess of ninety (90) business days for each such violation. Except in the case of specified penalties, which shall be heard by the Committee in accordance with Regulations 540.02 and 540.03, proceedings shall be conducted by the Hearing Committee in accordance with Regulations 540.02 and 540.03. The specified penalties which shall be heard by the Committee shall be defined as a reprimand, fines not exceeding $5,000.00 for any one violation, and a denial of the privileges of the Floor for a period not exceeding five (5) business days for any one violation. In the event there is a finding of multiple violations of any Rules or Regulations it shall be within the relevant Committee's discretion to apply its denial or suspension powers either in a consecutive or concurrent manner.

A party under cease and desist order may apply to the Committee to review and terminate such order, provided that such order has been in effect for at least five years prior to application.

The decision of the Financial Compliance Committee or the Hearing Committee may be appealed to the Appellate Committee in accordance with Regulation 540.05 by filing with the Secretary of the Association, within ten (10) business days after the decision is sent to the respondent, a Notice of Appeal to the Appellate Committee requesting a review by the Appellate Committee of all or part of the decision.

(3) Any member, member firm, wholly-owned affiliate, agricultural regular firm, other person with trading privileges, guaranteed introducing broker, or employee or associated person of any such individual or firm who fails to appear before the Committee pursuant to its request, or to submit his or its books and records to the Committee at its request, shall be guilty of an offense against the Association.

The Committee may review at any time the operations or procedures of members, member firms, wholly-owned affiliates, agricultural regular firms, any other persons with trading privileges, guaranteed introducing brokers, and any employees or associated persons of any such individuals or firms to assure compliance with the Rules and Regulations of the Association. Whenever such review discloses a condition or practice which, in the Committee's judgment, falls within the provisions of Regulation 270.01 or Regulation 540.06, it shall so advise the Chairman of the Board and recommend such action as it deems appropriate in the circumstances.

(g) Offense Against the Association. It shall be an act detrimental to the interest and welfare of the Association for any member of the Association, member firm, wholly-owned affiliate, agricultural regular firm, other person with trading privileges, guaranteed introducing broker, or employee or associated person of any such individual or firm to fail to comply with the disciplinary action of the Committee after such action becomes effective.

(h) Hold-Over Members. Whenever the Committee members have begun to hear or review evidence and argument in any proceeding, and the term of one or more of the members expires, such member or

members may continue in office until the proceeding has ended. A hold-over member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/04)

560.00 Expulsion and Suspension from Membership - Unless otherwise specifically provided, the penalty of suspension from membership may be inflicted, and the period of suspension determined, by the vote of a majority of the members of the Appellate Committee or the Board present, and the penalty of expulsion from membership or of ineligibility of a suspended member for reinstatement may be inflicted only by a vote of two-thirds of the members of the Board present.

At any disciplinary hearing the Appellate Committee or the Board may impose a fine upon any member or member firm for each Rule or Regulation violated. By majority vote of the Appellate Committee members or Directors present, the fine for each Rule or Regulation violated shall not exceed $250,000. The time for payment of any such fine shall be determined by the Appellate Committee or the Board. Failure of any member or member firm to pay the fine during the prescribed period shall be considered an act detrimental to the interest and welfare of the Association. 140 (08/01/94)

560.01 Disciplinary Notice - Any member who is suspended, expelled, denied access to the Floor of the Exchange or otherwise disciplined shall be notified of such action in writing, with notification to the Commodity Futures Trading Commission in a manner permitted by the Commission, within thirty (30) days. The notification shall include the reasons for the Exchange action in the form and manner the Commission prescribes. 1795 (01/01/00)

560.02 Association Bar - Unless otherwise specifically provided, the penalty of a bar from association with any member or member firm may be imposed, and the period of an association bar determined, by the vote of a majority of the members of the Appellate Committee or the Board present. A permanent bar from association may be imposed only by the Board by a vote of two-thirds of the members of the Board present. For purposes of this regulation, a bar from association with any member or member firm includes, but is not limited to, a member's acting in the capacity of a partner, officer, director, employee and/or agent of a member or member firm. (08/01/94)

561.00 Suspended or Expelled Member Deprived of Privileges - When a member is suspended by a Committee of the Association or the Board, such member shall be deprived during the term of his suspension of all rights and privileges of membership, but he may be proceeded against by the Board for an offense other than that for which he was suspended.

The expulsion of a member terminates all rights and privileges arising out of his membership, except such rights in respect to the proceeds of the transfer thereof as he may have under the provisions of Chapter 2 hereof. 159 (08/01/94)

562.00 Discipline During Suspension - A member suspended under the provisions of this Chapter may be proceeded against by the Board for any offense committed by him either before or after the announcement of his suspension, in all respects as if he were not under suspension. (08/01/94)

563.00 Trade Checking Penalties - The Floor Conduct Committee may assess a penalty not to exceed $1,000.00 for each day that a member or registered eligible business organization fails to make adequate provisions for the checking of trades that have been rejected by the Clearing Services Provider. Such penalty may be appealed to the Appellate Committee on the ground that it is excessive or unreasonable, and the Appellate Committee may thereupon revoke, modify, or impose a greater or different penalty. (01/01/04)

Chapter 6
Arbitration of Member Controversies

Chapter 6
Arbitration of Member Controversies

600.00 Arbitration of Member Controversies - Any controversy between parties who were members at the time such controversy arose and which arises out of the Exchange business of such parties shall, at the request of any such party, be submitted to arbitration in accordance with regulations prescribed by the Exchange. Every member, by becoming such, agrees to arbitrate all such disputes with other members in accordance with this Rule and the regulations prescribed by the Exchange pursuant to this Rule, and further agrees and obligates himself to abide by and perform any awards made thereunder. (06/01/95)

600.01 Member to Member Statute of Limitations - Except as provided in the e-cbot Error Trade policy, a controversy shall be submitted to arbitration within two years from the date the member knew or should have known of the dispute. (01/01/04)

601.00 Arbitration of Customers' Claims and Grievances - The Exchange shall by regulation establish procedures in conformity with Section 5a(11) of the Commodity Exchange Act and Regulations thereunder for the settlement through arbitration of customers' claims and grievances against members and their employees. Every member, by becoming such, agrees to abide by all regulations prescribed by the Exchange pursuant to this Rule, and further agrees to abide by and perform any awards made thereunder. (08/01/94)

601.01 Award of Actual Damages - If an award of actual damages is made against a floor broker in connection with the execution of a customer order, the futures commission merchant that selected the floor broker may be required to satisfy such award. (08/01/94)

601.02 Award of Punitive or Exemplary Damages - Punitive or exemplary damages may be awarded to a customer in addition to losses proximately caused by a floor broker, if the floor broker acted wilfully and intentionally in bringing about the customer's losses. The punitive or exemplary damages may not exceed an amount equal to two times the amount of the actual damages proximately caused by the floor broker. In addition, the futures commission merchant that selected the floor broker may be required to satisfy the award of punitive or exemplary damages if the floor broker fails to do so and only if the futures commission merchant wilfully and intentionally selected the floor broker with the intent to assist or facilities the floor broker's violation. (08/01/94)

602.00 Arbitration of Other Member-Nonmember Controversies - - The Exchange may by regulation establish procedures for the voluntary arbitration of controversies between members and nonmembers arising out of Exchange business, other than customers' claims and grievances, where neither the claim, nor any counterclaim, is in excess of $50,000. Every member, by becoming such, agrees to abide by all regulations which the Exchange may prescribe pursuant to this Rule, and further agrees to abide by and perform any awards made thereunder. (08/01/94)

Ch6 A. Definitions

603.00 Member Defined - For purposes of this Chapter, the term "member" includes all individual members of the Association, and all partnerships, corporations, and cooperative associations registered with the Association pursuant to Rule 230.00 or related regulations. (11/01/94)

603.01 Definitions -

For purposes of this Chapter:

A. "Member" of the Association includes all individual members of the Association, and all partnerships, corporations, and cooperative associations that are registered with the Association pursuant to Rule 230.00 or Regulation 230.17. For purposes of Rule 600.00 and Regulation 620.01(A), "member" shall also be deemed to include the operator or manager of a warehouse or shipping plant that has been declared regular by the Exchange for the delivery of grains, soybean oil or soybean meal in Board of Trade contracts.

B. "Claims or grievance" is any dispute which arises out of any transaction on or subject to the rules of the Exchange (including any transaction on or subject to the Rules of another contract market if such transaction is part of the same cause of action), executed by or effected through a member of the Association, or by or through an employee of a member of the Association, which dispute does not require for adjudication the presence of essential witnesses or third parties over whom the Association does not have jurisdiction and who are not otherwise available. A "claim or grievance" does not include disputes arising from cash market transactions which are not part of or directly connected with any transaction for the purchase or sale of any commodity for future delivery.

C. "Customer" does not include any member of the Association.

D. "Unassociated person" excludes all persons who are either members of or associated with members of the Association, who are employees of the Association, or who are otherwise associated with the Association. For the purpose of customer claims or grievances in connection with this chapter only, "unassociated person" excludes all persons who are members of, or associated with members of, or are employees of, or otherwise associated with, the Association or any other contract market. (08/01/94)

Ch6 B. Organization

610.01 Arbitration Committee - The Arbitration Committee shall consist of twenty-eight (28) individual members of the Association appointed by the Chairman of the Board with the approval of the Board. Seven (7) shall be chosen from each of the following four (4) categories: seven (7) shall be principally engaged as floor traders; seven (7) shall be principally engaged as floor brokers; seven (7) shall be affiliated with brokerage firms; and seven (7) shall be affiliated with commercial firms. Fourteen (14) members shall be appointed for a term to end January, 1992, and fourteen (14) members shall be appointed for a term to end January, 1993. Beginning January, 1992, fourteen (14) members shall be appointed each year for a term of two years. A vacancy shall be filled for the unexpired term in the same manner as is provided above. No person shall be a member of the Committee who, at the same time, is a member of the Board or a member of any standing disciplinary committee. A member of the Arbitration Committee shall not be disqualified to serve on the Committee or any panel thereof due to a change in categories subsequent to his appointment. If the category of a member of the Arbitration Committee should change subsequent to his appointment, he shall be considered for all purposes to be in the category from which he was chosen on the date of his appointment. (08/01/94)

610.02 Administrator of Arbitration - The Administrator of Arbitration ("Administrator") shall be appointed by the President to serve at his will. The Administrator shall assist the Arbitration Committee in the performance of its work, and perform all ministerial duties in connection therewith including the following: he shall receive and file all submissions, pleadings and awards; he shall select unassociated persons to serve on Mixed Panels; he shall schedule and give notice of all hearings, keep a record of all cases, and keep such other books, and memoranda as the Committee shall from time to time direct; he shall receive and disburse all deposits and costs and keep careful and accurate account thereof under the supervision of the Arbitration Committee; and he shall perform all other duties incident to his office. (08/01/94)

610.03 Unassociated Persons - The Administrator shall maintain a list of unassociated persons available to serve as arbitrators on Mixed Panels constituted pursuant to Regulation 620.02 for the arbitration of customers' claims and grievances and other member-nonmember controversies. The Administrator shall from time to time select unassociated persons and place on the list the names of such unassociated persons who are willing to serve as arbitrators. (08/01/94)

Ch6 C. Jurisdiction, Submission, Selection of Arbitrators

620.01 Jurisdiction and Submission -

A. Member Controversies. The Arbitration Committee has jurisdiction to arbitrate all controversies between members arising out of Exchange business. A member party may compel another member party to arbitrate such controversies by delivering to the Administrator a Statement of Claim.

B. *Customer's Claims and Grievances. The Arbitration Committee and Mixed Panels constituted pursuant to Regulation 620.02 have jurisdiction to arbitrate all customer's claims and grievances against any member or employee thereof which have arisen prior to the date the customer's claim is asserted. If the customer elects to initiate an arbitration proceeding of any customer claim or grievance, the member shall submit to arbitration in accordance with these Arbitration Rules and Regulations. The arbitration shall be initiated by delivery to the Administrator of (a) a Statement of Claim and a "Chicago Board of Trade Arbitration Submission Agreement for Customers' Claims and Grievances" signed by the customer or (b) a Statement of Claim and another arbitration agreement between the parties, which agreement conforms in all respects with any applicable requirements prescribed by the Commodity Futures Trading Commission. The refusal of any member or employee to sign the ''Chicago Board of Trade Arbitration Submission Agreement for Customer's Claims and Grievances" shall not deprive the Arbitration Committee or a mixed Panel constituted pursuant to Regulation 620.02 of jurisdiction to arbitrate customers' claims under these Arbitration Rules and Regulations. The Committee and Mixed Panels have jurisdiction to arbitrate a counterclaim asserted in such an arbitration, but only if it arises out of the transaction or occurrence that is the subject of the customers' claim or grievance and does not require for adjudication the presence of essential witnesses, parties or third persons over whom the Association does not have jurisdiction. Other counterclaims are subject to arbitration by the Committee, or a Mixed Panel, only if the customer agrees to the submission after the counterclaim has arisen.

C. Other Member-Nonmember Controversies. The Arbitration Committee, and Mixed Panels constituted pursuant to Regulation 620.02, have jurisdiction to arbitrate all controversies between members and nonmembers arising out of Exchange business, other than customers' claims and grievances, where neither the claim nor the counterclaim is in excess of $50,000 and where the claim is filed no more than one year after the date of the transaction giving rise to the claim or controversy. Any party may request the arbitration of such controversy by delivering to the Administrator (1) a Statement of Claim and a ''Chicago Board of Trade Arbitration Submission Agreement" signed by all the parties or (2) a Statement of Claim and another arbitration agreement between the parties, which agreement conforms in all respects with any applicable requirements prescribed by the Commodity Futures Trading Commission.

*The following is the text of Regulation 620.01(B) as amended by CFTC Rule 7.201. The legality of Rule 7.201, and thus the obligation of Board of Trade members to arbitrate customer's claims and grievances, has been the subject of litigation between the Board of Trade and one of its member firms against the CFTC since 1982. On December 30, 1986, the United States District Court for the Northern District of Illinois declared CFTC Rule 7.201 to be invalid as an unconstitutional denial of a member firm's Seventh Amendment right to a jury trial. However, on December 22,1987, the Seventh Circuit Court of Appeals overturned the District Court's decision, thereby upholding CFTC Rule 7.201. The Board of Trade, with a member firm, filed with the United States Supreme Court a petition to review the Seventh Circuit's decision. On October 3,1988, the Supreme Court denied the petition. The Supreme Court's ruling, in effect, reaffirms the Seventh Circuit's decision validating CFTC Rule 7.201 and compelling Association members, at the option of the customer, to arbitrate customer disputes arising out of Exchange business. (08/01/94)

620.02 Selection of Arbitrators and Chairman

A. Customers' Claims and Grievances. Prior to the time of a customer's submission of a claim or grievance to the arbitration procedure established herein, he shall be informed that he may elect at the time of submission of the claim or grievance to have his dispute heard by an arbitration panel consisting of members selected pursuant to Subsection C of this Regulation, or by a Mixed

Panel selected pursuant to this Subsection. The customer shall be advised, prior to election of a Mixed Panel

1. that any increased expenses attendant to having such a Mixed Panel shall be borne by the member(s) regardless of the outcome of the arbitration unless the arbitrators determine that the customer acted in bad faith in initiating, or participating in, the arbitration proceeding.

2. that the Mixed Panel may have more or less knowledge in the area of commodities relevant to his claim that a panel composed entirely of members of the Arbitration Committee.

Such Mixed Panel shall be composed of five (5) persons, three of whom shall be unassociated persons, and two of whom shall be members of the Arbitration Committee, both of whom may be from the same category. The unassociated persons on such Mixed Panel shall be chosen by the Administrator by lot from the list of available unassociated persons maintained by the Administrator. The members of the Arbitration Committee shall be selected in a manner to be established by the Committee. Each panel shall be chaired by a member of the Executive Subcommittee of the Arbitration Committee.

B. Other Member-Nonmember Controversies. The provisions of Subsection A of the Regulation shall be applicable to the arbitration of member-nonmember controversies, as well as to the arbitration of customers' claims and grievances.

C. Other Controversies. In the case of controversies between members, or in the event that a customer or nonmember party does not elect a Mixed Panel as outlined in Subsections A and B of this Regulation, the arbitration panel shall consist of five (5) Arbitrators, to be selected from the Arbitration Committee in a manner to be established by the Committee, with at least one Arbitrator to be selected from each category described in Regulation 610.01. Each panel shall be chaired by a member of the Executive Subcommittee of the Arbitration Committee.

D. Executive Subcommittee of the Arbitration Committee. For the purpose of this Regulation 620.02, the Executive Subcommittee of the Arbitration Committee shall consist of one Chairman, one Vice Chairman and three other members, all of whom have been appointed by the Chairman of the Board with the approval of the Board of Directors. One member of the Subcommittee must be principally engaged as a floor trader, one member must be principally engaged as a floor broker, one member must be affiliated with a brokerage firm, and one member must be affiliated with a commercial firm. The Chairman of the Subcommittee may come from any of the four categories cited in the preceding sentence. (11/01/97)

620.03 Special Arbitrators - Where the controversy is of a highly technical nature, if the parties desire, they may arrange between themselves for one or more Special Arbitrators to be convened by the Administrator, in which event such Special Arbitrator or Special Arbitrators shall proceed in accordance with the provisions of this Chapter. (08/01/94)

620.04 Time Limit for Filing Customers' Claims and Grievances - The Arbitration Committee and Mixed Panels constituted pursuant to Regulation 620.02 do not have jurisdiction to arbitrate customers' claims and grievance which are filed more than one year after the date of the transaction giving rise to the claim or controversy. (08/01/94)

620.05 Time Limit for Filing Claims in Member/Agricultural Regular Firm Controversies - The Arbitration Committee does not have jurisdiction to arbitrate controversies between members and agricultural regular firms which are filed more than one year after the date of the events giving rise to the claim or controversy. (08/01/94)

Ch6 D. Procedure

630.01 Pleadings

A. Form of Pleadings. Pleadings shall be sufficient if they contain information which reasonably informs the other party of the nature of the claim, counterclaim, or defense. The amount of the claim or counterclaim shall be stated where possible. Provided, however, in any controversy submitted between non-members (parties who are neither customers nor members) and members or their employees, the parties shall be deemed to have agreed between themselves that no award upon a claim or counterclaim shall exceed $50,000.

B. Notice. The Administrator shall deliver or mail copies of all pleadings to the parties as soon as practicable.

C. Answer and Counterclaim. The respondent shall have ten (10) business days from receipt of the Statement of Claim in which to file an answer and counterclaim, if any, with the Administrator. If the respondent does not file an answer and counterclaim, if any, within the time prescribed, the respondent will be deemed to have denied the claim and to have waived any counterclaim. The Administrator, in his discretion, may extend the filing period upon request of the respondent.

D. Reply. The claimant shall be given the same opportunity to reply to any counterclaim as was given the respondent to answer. (08/01/94)

630.02 Third Party Actions - In an arbitration between members pursuant to the provisions of Regulation 620.01(A).

1. A party may bring in a third party member against whom a claim is asserted arising out of or in connection with transactions referred to in the pleadings.

2. A member may, in the discretion of the Arbitrators, intervene in a pending arbitration proceeding and become a party if the Arbitrators are satisfied that the claim which he asserts against either or both of the parties arises out of or in connection with the transactions referred to in the pleadings.

3. The procedures to be followed in any third party action shall be determined by the Arbitrators. (08/01/94)

630.03 Cross Claims - In an arbitration between members pursuant to the provisions of Regulation 620.01(A), parties shall have the right to assert cross claims. (08/01/94)

630.04 Representation by Attorney - A party is not required to be represented by an attorney; however, he has the right to be represented by an attorney at his own expense if he so chooses. A party who is represented by an attorney shall so notify the Administrator and shall furnish to him the attorney's name and address. Subsequent papers in the proceeding may be delivered or mailed to the party through his attorney. The arbitrators may award a party all or any portion of the party's reasonable attorneys fees and expenses incurred as a result of another party's frivolous claim or defense. The party so awarded shall submit an affidavit, detailing his attorney fees and expenses, to the Administrator with notice to the opposing party. (08/01/96)

630.05 Time and Place for Hearing - The Administrator shall set a date for the hearing after all pleadings have been filed, and shall notify the parties at least five (5) business days in advance of the time and place, with a copy of the notification to the Arbitrators. All hearings shall be held in the City of Chicago, State of Illinois. If it is determined by the Administrator that it is necessary, for any reason, to postpone the time of hearing, he shall notify the parties. When a new date for hearing is set, the parties shall be notified as soon as practicable and no less than five (5) business days before the hearing unless the time limit is waived. (08/01/94)

630.06 Witnesses, Subpoenas, Depositions - Arbitrators and parties shall have such powers in regard to compelling attendance of witnesses or the production of documents or things, or the taking of depositions, as are provided in the Uniform Arbitration Act of Illinois. (08/01/94)

630.07 Oath of Arbitrators - All Arbitrators shall be sworn faithfully and fairly to hear, examine, and determine all controversies and to make awards according to the best of their understanding. Such oath may be administered by any person authorized to administer oaths. (08/01/94)

630.08 Hearing Procedures

A. The Arbitrators may allow stipulations and establish such other procedures as may simplify the issues and expedite the hearing. The Arbitrators may hear and determine the controversy upon the evidence produced, notwithstanding the failure of a party duly notified to appear or to present evidence.

B. Each of the parties or his attorney shall be permitted to make an opening statement; present witnesses and evidence material to the controversy; cross-examine witnesses, including parties to the arbitration; and present closing arguments orally or in writing as may be determined at the hearing by the Arbitrators. The Arbitrators shall not be bound by formal rules of evidence. The Arbitrators shall receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as they deem it entitled to after consideration of any objections made to its submission. All testimony shall be taken under oath or affirmation. The hearing shall be formally declared closed by the Arbitrators. Such hearings may, however, in the discretion of the Arbitrators, be reopened at any time prior to the making of an award.

C. The Arbitrators may, when they deem it appropriate, record the proceedings in whatever manner they determine. Any party may require the proceedings to be transcribed if he agrees to pay the actual cost of such transcription. The Administrator shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested. (08/01/94)

630.09 Amendments To Pleadings - At any time before the hearings are declared closed, any party may move to amend his pleadings to conform to the evidence and, if the Arbitrators shall permit the amendment, the case shall be determined on the amended pleadings. (08/01/94)

630.10 Adjournments - The Arbitrators may adjourn the hearings from time to time upon the application of either party for good cause or at their own instance. (08/01/94)

630.11 Notice and Communications - Notices shall be given to the parties by the Administrator or otherwise as the Arbitrators may direct. (08/01/94)

630.12 Arbitration Procedures For Claims Under $2,500

A. Where claims of the parties including counterclaims, if any, are under $2,500 in the aggregate, the dispute shall be resolved by the Arbitrators solely upon the pleadings and documentary evidence filed by the parties. A party shall have the right to take the deposition of any other party in the manner and upon terms designated by the Arbitrators.

B. Notwithstanding the provisions of this Regulation, the Arbitrators may request the submission of further evidence in the proceedings, and the Arbitrators may, by a majority vote, call and conduct a hearing if such is deemed to be necessary. (08/01/94)

630.13 Rulings and Awards

A. All rulings and awards shall be by a majority vote of the Arbitrators.

B. The award shall be in writing and signed by the Arbitrators joining in the award. Such award shall be promptly rendered according to the Rules and Regulations of the Association and the laws of the land, and the award shall be final. The Arbitrators shall file the award with the Administrator and the Administrator shall deliver or mail a copy to each party.

C. Failure to comply with an order or award of the Arbitration Committee or to pay the full amount of the award to the Exchange as escrow agent within thirty (30) days of notice of the order or award shall be deemed to be a failure to perform an Exchange contract in accordance with Rule 278.00

The amount of the award placed in escrow with the Exchange plus accrued interest shall be released to the prevailing party ninety-one days after notice of the award is issued unless a timely motion to vacate, modify or correct the award has been filed with a court of competent jurisdiction, in which case the amount shall continue to be held by the Exchange and together with accrued interest shall be disbursed upon the entry of and in accordance with a final order disposing of such motion. (08/01/94)

630.14 Change of Award - On application of a party to the Arbitrators, the Arbitrators may modify or correct the award in accordance with the Uniform Arbitration Act of Illinois. (08/01/94)

Ch6 E. Miscellaneous Provisions

640.01 Fees and Expenses - A schedule of arbitration fees shall be established from time to time by the Arbitration Committee, with the approval of the Board. The Arbitrators, in the award, shall fix expenses and assess fees, in accordance with the Committee's schedule, in whatever manner they deem appropriate, provided that incremental costs associated with the selection of a Mixed Panel by a customer shall be borne by the member regardless of the outcome of the arbitration unless the arbitrators shall determine that the customer acted in bad faith in initiating, or participating in, the arbitration proceeding. Parties shall be notified prior to the submission of a claim of the nature and amount of fees and expenses which may be assessed against the parties to the extent that the amount of such fees and expenses may be determined prior to submission and hearing of the claim. (08/01/94)

640.02 Ex Parte Contacts - Parties are prohibited from making ex parte contacts with any Arbitrator hearing an arbitration between the parties. (08/01/94)

640.03 Holdover Arbitrators - Whenever the Arbitrators have begun to hear or review evidence and argument in any arbitration proceeding, and the term of one or more of the Arbitrators expires, such Arbitrator or Arbitrators shall continue in office until the arbitration proceeding has ended. A holdover member shall not participate in any other Committee business, nor shall his continuation in office impair the appointment of his successor or his successor's right to participate in all other Committee business. (08/01/94)

640.04 Power to Decline Jurisdiction - Arbitrators may decline jurisdiction in any case, except as provided by law. The Arbitrators may, at any time during the proceeding, except as provided by law, and shall, upon the joint request of the parties, dismiss the proceeding. (08/01/94)

640.05 Compliance With Applicable Laws - The Regulations of this Chapter shall be so construed as to comply with applicable mandatory provisions of the Commodity Exchange Act (including Regulations thereunder) and all mandatory provisions of the Uniform Arbitration Act of Illinois and, where in conflict with the mandatory provisions of such Act or Acts, the Acts shall prevail. However, these Regulations, being an integral part of all agreements for the arbitration of disputes pursuant hereto, shall supersede all provisions of the Acts which are waivable by agreement. (08/01/94)

Chapter 7
Clearing

Chapter 7
Clearing

Ch7 Clearing

700.00 Settlement by Clearance - All contracts, including contracts made by members upon behalf of non-members, shall be cleared through the Clearing Services Provider selected by the Exchange, and all such contracts shall be subject to those rules, policies, and procedures of such Clearing Services Provider that are specified by the relevant Clearing Services Agreement, or are otherwise specified by the Exchange. 310 (01/01/04)

701.00 Clearing Services - The Exchange may discontinue the clearance of futures and options contracts through a particular Clearing Services Provider, and select and substitute another Clearing Services Provider or method of clearance. 311 (01/01/04)

701.01 Transfer of Open Positions to Clearing Services Provider - Each clearing member shall comply in all respects with any statement of policy or other notice issued by the Exchange relating to the procedures and processes that must be followed to effectuate the transfer of open positions to any Clearing Services Provider. (08/01/03)

703.00 Clearing Membership - The Clearing Services Provider may prescribe the qualifications of CBOT Clearing Members that may be admitted as Special Clearing Members of the Clearing Services Provider, subject to the provisions of the relevant Clearing Services Agreement. However, no person, corporation, limited liability company, partnership, or any other type of eligible business organization (hereinafter collectively referred to as "Eligible Business Organization") shall become a CBOT Clearing Member until approved by the Exchange, subject to the following conditions:

(a) No Eligible Business Organization shall become CBOT Clearing Member for the purpose of clearing trades for others unless two Full Memberships have been registered on behalf of the firm pursuant to Rule 230.00. Such memberships may be held in the name of any principal or employee of the Eligible Business Organization.

(b) A Sole Proprietor may be a CBOT Clearing Member provided that he clears trades exclusively for his own account.

(c) No Eligible Business Organization may be a CBOT Clearing Member for the purpose of clearing its own trades exclusively unless one Full Membership has been registered on behalf of the firm pursuant to Rule 230.00. Such membership may be held in the name of any principal or employee of the Eligible Business Organization.

(d) A lawfully formed and conducted cooperative association of producers having adequate financial responsibility and which is engaged in any cash commodity business, may become a CBOT Clearing Member provided it meets the registration requirements for Eligible Business Organizations as set forth in this Rule.

(e) A member firm which is also a clearing member firm of the Exchange, or a managerial employee of such firm, shall not be prohibited from owning, controlling, or being a shareholder, member or limited partner in one other clearing member firm provided that when both clearing members are corporations, the second clearing member is a 100% wholly owned subsidiary of the first clearing member corporation and further provided that each clearing member must, in its own right, meet all the conditions and requirements contained in this chapter.

(f) An Eligible Business Organization which is not a clearing member of this Exchange shall not be prohibited from owning and controlling two clearing members, provided that each of the two clearing members is a 100% wholly-owned subsidiary of the Eligible Business Organization and provided that each of the two clearing members meets all of the conditions and requirements contained in this chapter in its own right. (01/01/04)

703.00A Office Location and Operation - A CBOT Clearing Member must operate under the direct supervision of the Sole Proprietor, if it is a Sole Proprietorship, or of a member in good standing having full authority to transact business with the Exchange and the Clearing Services Provider, for and on behalf of the Clearing Member, including entering into Exchange and members' contracts, if it is an Eligible Business Organization.

Back-office operations may be located outside Chicago provided the Clearing Member, or applicant for clearing membership, meets any systems requirements, documentation and/or agreements as prescribed by the Exchange and the Clearing Services Provider, in order to ensure that the Clearing Member/applicant will be able to comply with the Exchange's and the Clearing Services Provider's rules, policies and procedures. 31R (01/01/04)

704.00 Substitution - Where a future delivery contract is cleared through the Clearing Services Provider

the Clearing Services Provider shall be deemed substituted as seller to the buyer, and shall also be deemed substituted as buyer to the seller, and thereupon the Clearing Services Provider shall have all of the rights and be subject to all of the liabilities of the original parties with respect to such contract. 314 (01/01/04)

705.00 Offsets - Where a clearing member buys and sells the same commodity for the same delivery, and such contracts are cleared through the Clearing Services Provider, the purchases and sales shall be offset to the extent of their equality, and the clearing member shall be deemed a buyer from the Clearing Services Provider to the extent that his purchases exceed his sales, or a seller to the Clearing Services Provider to the extent that his sales exceed his purchases. 315 (01/01/04)

705.01 Reporting (Margins) - A bona fide hedger, in financial instruments, may report positions to the Clearing Services Provider on a gross basis provided appropriate margins are paid during the delivery month, on the gross positions reported, as required by Regulation 431.02. (18) (01/01/04)

705.02 Reporting (Offsets) - A bona fide hedger, in financial instruments, reporting consistently on a gross basis under Regulation 705.01 shall, during a delivery month settle gross positions only by offsetting such positions through trades in the pit. During non-delivery months, and not later than three days prior to the first day of the delivery month, gross positions may be offset as provided for in the Rules of the Exchange. (11/01/03)

706.00 Trades for Customers - Where a Clearing Member makes a futures or options trade for a customer (member or non-member) and the trade is cleared through the Clearing Services Provider, the Clearing Services Provider becomes the principal who is liable to the customer and to whom the customer is liable, subject to the following: (a) the trade shall remain subject to the rules, policies and procedures of the Exchange and, as applicable, the Clearing Services Provider; (b) the trade may be offset against other trades of the Clearing Member as provided in Rule 705.00; (c) if the trade is not offset and the Clearing Member being a seller, tenders a delivery notice to the Clearing Services Provider, the Clearing Member to whom such delivery is assigned shall thereupon be substiuted as buyer in lieu of the Clearing Services Provider; (d) if the trade is not offset, and the Clearing Member, being a buyer, is assigned a delivery, the seller whose delivery is thus assigned shall thereupon be substituted as seller in lieu of the Clearing Services Provider; (e) if the trade is offset, the Clearing Services Provider shall be discharged, and the Clearing Member itself shall be substituted for the Clearing Services Provider as principal. For the purpose of this Rule, the first trades made shall be deemed the first trades offset. 316 (01/01/04)

Chapter 9
Definitions

Chapter 9
Definitions

Ch9 Definitions

901.00 Authority - Whenever used in these Rules and Regulations, unless the context otherwise requires, the following words and expressions shall be defined as follows: 1 (08/01/94)

902.00 And - May be construed as "or," and vice versa when the sense requires. 2 (08/01/94)

903.00 Association - Board of Trade of the City of Chicago, Inc., a Delaware nonstock, for-profit corporation. 3 (08/01/94)

903.01 Association - The term "Association" as defined in Rule 903.00 shall include all wholly-owned subsidiaries of the Board of Trade of the City of Chicago, Inc., a Delaware nonstock, for-profit corporation. (08/01/94)

904.00 Board - The Directors, the Chairman of the Board, the Vice Chairman of the Board and the President. 4 (08/01/94)

905.00 Bulletin Board - The bulletin board in the Exchange Hall where notices are customarily posted. 5 (08/01/94)

906.00 Business Day - Days when the Association is open for business. 6 (08/01/94)

906.03 Regular Trading Hours ("RTH") - Those hours designated by the Board of Directors for trading during daytime hours by means of open outcry. (08/01/94)

906.04 Trading Day - (a) For agricultural contracts, each trading day (1) shall consist of two trading sessions, the e-cbot trading session and the Regular Daytime open outcry session, and (2) shall begin with the e-cbot trading session and end with the close of Regular Daytime open outcry session. (b) For contracts which are traded concurrently on e-cbot and by open outcry, the trading day (1) shall consist of two trading sessions, the e-cbot trading session and the Regular Daytime open outcry trading session, and (2) shall begin with the e-cbot trading session and end with the later of the close of the e-cbot trading session or the close of the Regular Daytime open outcry session.

Settlement prices will be derived from the close of the Regular Daytime open outcry session, except in the case of contracts which are traded exclusively on e-cbot. For contracts traded exclusively on e-cbot, settlement prices will be derived from the close of the e-cbot trading session. (09/01/00)

906.05 Trading Session - A trading session shall mean either the hours designated for e-cbot trading or the hours designated for regular daytime trading. (09/01/00)

906.06 e-cbot Trading Hours - Those hours designated by the Exchange for trading through the e-cbot system for particular contracts. (11/01/03)

907.00 Cash Grain - Spot grain and grain to arrive. 7 (08/01/94)

908.00 Cash Grain Broker - A member who negotiates purchases or sales of cash grain for a brokerage. 8 (08/01/94)

909.00 Chicago District - The Chicago District as now or hereafter defined in the joint railroad tariffs of the railroads entering Chicago. 9 (08/01/94)

911.00 Clearing Services Provider - The Chicago Mercantile Exchange, Inc. or any other entity with which the Exchange may enter into an agreement to provide clearing, settlement, or any related services. (01/01/04)

912.00 Clearing Member or CBOT Clearing Member - An Exchange member or member firm that meets the Exchange's requirements to clear any futures or options listed for trading on the Exchange. 12 (01/01/04)

913.00 Commission Merchant - A member who makes a trade, either for another member or for a non-member, but who makes the trade in his own name and becomes liable as principal as between himself and the other party to the trade. 13 (08/01/94)

Definitions

914.00 Commodity - Any commodity which may be dealt in under Rules or Regulations of the Association. 14 (08/01/94)

915.01 DRT ("Disregard Tape" or "Not Held") Order - An order giving the floor broker complete discretion over price and time in execution of a trade, including discretion to execute all, some or none of the order. It is understood the floor broker accepts such an order solely at the risk of the customer on a "not held" basis. (02/01/95)

915.02 All-or-None Order - An order to be executed only for its entire quantity at a single price and with a size at or above a predetermined threshold. (07/01/00)

916.00 Exchange Contracts and Members' Contracts - All contracts of members of the Association, or of firms or corporations registered under the Rules and Regulations, with other members of the Association, or firms or corporations registered under the Rules and Regulations, for the purchase or sale of commodities, or for the purchase, sale, borrowing, loaning, or hypothecation of securities, or for the borrowing, loaning or payment of money, whether occurring upon the floor of the Exchange or elsewhere, are members' contracts.

Exchange Contracts shall include all Members' Contracts:

(1) Made on the Exchange;

(2) Not made on the Exchange, unless made subject to the rules of another Exchange, or unless the parties thereto have expressly agreed that the same shall not be Exchange Contracts.

The provisions of the Rules and Regulations of the Association shall be part of the terms and conditions of all Exchange Contracts and all such contracts shall be subject to the exercise by the Board, the Standing Committees, and the Clearing services provider of the powers in respect thereto, vested in them by the Rules and Regulations. And all such contracts shall be subject to all Rules or Regulations subsequently adopted, where such Rules or Regulations are expressly made applicable to existing contracts. 16 (01/01/04)

917.00 Floor Broker - A member who makes contracts for the account of other members. 17 (08/01/94)

918.00 Following Day, or other similar expression - The following business day. 18 (08/01/94)

919.00 Future Delivery Contract - A contract made on Change for the purchase or sale of any commodity for delivery in the future pursuant to the Rules and Regulations. (08/01/94)

920.00 Grain - Wheat, corn, oats, rye, barley, flaxseed, soybeans and grain sorghum. 20 (08/01/94)

921.00 Grain to Arrive - Grain originating at outside points for shipment to or shipped to the Chicago District, subject to Chicago Board of Trade weights or Chicago inspection. 21 (08/01/94)

922.00 Holiday - Any day declared to be a holiday by Regulation or Resolution adopted by the Board of Directors of this Association. 22 (08/01/94)

923.00 List - The list of securities admitted to dealings on the Exchange. 23 (08/01/94)

924.00 Member - A member of the Association. 24 (08/01/94)

924.01 Membership on Committees - The term "member", as used throughout these Rules and Regulations for eligibility for membership on Standing or Special Committees, shall include only those members who hold a Full or Associate Membership.

Delegates of Full or Associate Memberships who do not hold in their own name a Full or Associate Membership are eligible to serve as full voting members on any Standing or Special Committee of the Association, unless otherwise specified in these Rules and Regulations, except for the following Committees:

Appellate; Arbitration; Business Conduct; Executive; Finance; Financial Compliance; Floor Broker; Floor Conduct; Floor Governors; Hearing; Strategy; Membership; Nominating; Regulatory Compliance; Audit; and Human Resources.

The Chairman of the Board, or the Board, may appoint any such delegate to a Special or Ad Hoc Committee if that delegate has unique and valuable expertise to offer to that Committee. However, if any such Special or Ad Hoc Committee shall later be determined to be a Standing Committee, the eligibility of any such delegate as a full voting member on that Committee shall be referred to the Regulatory Compliance Committee.

None of the foregoing shall prohibit the Chairman of the Board, or the Board, from appointing such delegates as non-voting advisors to any committee. (02/01/99)

924.02 Status of GIMS, IDEMs and COMs - The holders of GIM, IDEM and COM membership Interests are, and shall deemed to be, "members" of the Board of Trade of the City of Chicago, Inc. For purpose of the Delaware General Corporation law, as amended from time to time.

925.00 Non-clearing Member - A member of the Association who does not clear trades in his own name. 25 (08/01/94)

926.00 Non-member - A non-member of the Association. 26 (08/01/94)

927.00 Notice - A notice in writing served personally upon the person to be notified, or left at his usual place of business during business hours, or mailed by registered mail to his residence. 27 (08/01/94)

928.00 On the Exchange, or on Change - In the Exchange Halls or through Exchange facilities including an approved automated order entry facility during trading hours on business days. 28 (08/01/94)

929.00 Outside Points - Points outside of the Chicago District. 29 (08/01/94)

930.00 President - The Chief Executive Officer of the Association. 30 (08/01/94)

931.00 Privilege of the Floor - The privilege of coming on the floor of the Exchange. 31 (08/01/94)

932.00 Railroad Receipts - Bills of lading, or railroad receipts therefor, or switching receipts. 32 (08/01/94)

933.00 Regulations - The Regulations of the Association adopted by the Board or a Committee designated pursuant to Rule 132.00 to promulgate regulations. 33 (08/01/94)

934.00 Rules - The Rules of the Association adopted by the membership.

In all such expressions as "under the Rules," "according to the Rules:" or "subject to the Rules," the word "Rules" shall mean the Charter, Rules, and Regulations of the Association and all amendments thereto. 34 (08/01/94)

935.00 Secretary - The Secretary of the Association. 35 (08/01/94)

936.00 Security or Securities - Stocks, Bonds, Notes, Certificates of Deposit or Participation, Trust Receipts, Rights, Warrants, and other similar instruments. 36 (08/01/94)

937.00 Singular - Shall import the plural, and vice versa, when the sense requires. 37 (08/01/94)

939.00 Spot Grain - Grain located in the Chicago District subject to sale for immediate delivery. 39 (08/01/94)

940.00 Stop Order or Stop Loss Order - An order to buy or sell when the market reaches a specified point. A stop order to buy becomes a market order when the commodity or security sells (or is bid) at or above the stop price. A stop order to sell becomes a market order when the commodity or security sells (or is offered) at or below the stop price. 40 (08/01/94)

941.00 Board Order or Market If Touched Order - An order to buy or sell when the market reaches a specified point. A board order, or a market if touched order to buy becomes a market order when the commodity or security sells (or is offered) at or below the order price. A board order or a market if touched order to sell becomes a market order when the commodity or security sells (or is bid) at or above the order price. 40A (08/01/94)

942.00 Trade - Transaction on change executed in the Exchange Halls or through Exchange facilities including an approved automated order entry facility. 41 (08/01/94)

Definitions

943.00 Transaction on Change - Any purchase or sale of any commodity or security in the Exchange Halls or through Exchange facilities including an approved automated order entry facility system during trading hours on business days. 42 (08/01/94)

944.00 Treasurer - The Treasurer of the Association. 43 (08/01/94)

945.00 Chairman of the Board - The presiding officer of the Board of Directors. 29A (08/01/94)

946.00 Financial Instrument Contract - Financial Instrument Contract means any contract in respect to Mortgage Backed Certificates Guaranteed by the Government National Mortgage Association, obligation of the United States or other public agencies, private commercial paper and any other instrument evidencing or securing a contribution, loan or borrowing of funds which may be designated as a Financial Instrument Contract by the Board of Directors. (08/01/94)

948.00 Volatility Quote - An alternative means of quoting options, or combinations involving options, by bidding or offering the implied volatility. Any transactions quoted in volatility terms will be translated into price terms for clearing purposes by means of a standard options model maintained and disseminated by the Exchange. (08/01/94)

949.01 e-cbot - e-cbot is a screen-based electronic trading system for trading futures and options on futures contracts and such other products as determined by the Exchange pursuant to Chapter 9B. (11/01/03)

*Chapter 9B
e-cbot(R)

Chapter 9B
e-cbot(R)

Ch9B e-cbot(R)

9B.01 Applicability of Rules- The rules and regulations contained in this Chapter govern those Exchange contracts that are traded through the e-cbot system. To the extent that the provisions in this Chapter conflict with rules and regulations in other sections of this Rulebook, this Chapter supersedes such rules and regulations and governs the manner in which contracts are traded through the e-cbot system. Otherwise, contracts traded on the e-cbot system are fully subject to applicable general rules and regulations of the Exchange unless specifically and expressly excluded therefrom. (11/01/03)

9B.02 Hours- The Exchange shall determine the hours during which the e-cbot system shall operate for the trading of each contract or product; however, any agricultural contract or product shall be precluded from trading through the e-cbot system during those hours which are now or in the future designated for trading that contract or product by means of open outcry.

The following additional provisions shall apply with respect to agricultural contracts and agricultural products:

- - The Exchange shall determine e-cbot trading hours only if such hours are between 6:OO p.m. and 6:OO a.m. (Chicago time).

- - e-cbot trading hours outside of the 6:OO p.m. to 6:OO a.m. timeframe shall be subject to approval by a majority of the votes cast by the Full Members and Associate Members at an annual or special meeting called to vote on such proposal. (11/01/03)

98.03 Products- The Exchange shall determine the contracts and/or products which shall be listed through or listed on the e-cbot system, subject to the following restriction: Each existing and prospective agricultural futures and options contract shall be restricted from trading through or being listed on the e-cbot system unless approved by affirmative vote of a majority of votes cast in a vote of the membership pursuant to the Charter of the Board of Trade of the City of Chicago, Inc., Exhibit A., Section 7. (11/01/03)

9B.04 Direct e-cbot Connection- CBOT clearing member firms are eligible to obtain a direct e-cbot connection. Additionally, CBOT clearing member firms may authorize the extension of a direct e-cbot connection to non-clearing members and non-member customers or affiliates. Such authorizations shall be submitted by the Clearing Member to the Exchange in writing and signed by an authorized officer of the Clearing Member. The Clearing Member guarantees the financial obligations of each person or entity for which it has authorized a direct connection with respect to transactions executed under its Clearing Member Mnemonic; however, for give-out transactions, such guarantee is effective only until such time that the give-out transaction is accepted for clearing by another Clearing Member.

An authorized officer of the non-member for which a Clearing Member authorizes a direct connection must agree in writing that the non-member's use of the e-cbot system is governed by CBOT rules and regulations and that the non-member shall be subject to the jurisdiction of the CBOT.

With respect to each non-member for whom the Clearing Member has authorized a direct connection, the Clearing Member must:

(a) Provide such non-member with information concerning the use of the e-cbot system and the rules and regulations of the Exchange.

(b) Assist the Exchange in any investigation into potential violations of Exchange rules and regulations or the Commodity Exchange Act. Such assistance must be timely and includes, but is not limited to, requiring the non-member to produce documents, to answer questions from the Exchange, and/or to appear in connection with the investigation.

(c) Suspend or terminate the non-member's e-cbot access if the Exchange determines that the actions of the non-member threaten the integrity or liquidity of any contract, violate any Exchange rules or regulations or the Commodity Exchange Act, or if the non-member fails to cooperate in an investigation. If a Clearing Member has actual or constructive notice of a violation of Exchange rules or regulations in connection with the use of the e-cbot system by a

non-member for which it has authorized a direct connection and the Clearing Member fails to take appropriate action, the Clearing Member may be found to have committed acts detrimental to the interest or welfare of the Exchange. (11/01/03)

9B.05 ITMs and Responsible Persons- Each person or entity that has a direct connection to e-cbot will request one or more Individual Trade Mnemonics (ITMs) as needed to accommodate the nature and volume of the person's or entity's business. A Responsible Person and one or more Backup Responsible Person(s) must be registered with the Exchange for each ITM. The Exchange, at its sole discretion, may limit the number of, or require additional ITMs and Responsible Persons.

A Responsible Person (or in his absence, the Backup Responsible Person) must be reachable via telephone by the Exchange at all times that any of the ITMs assigned to him are in use. A Responsible Person (or in his absence, his Backup Responsible Person) must:

(a) have the authority, at the Exchange's request, to modify or withdraw any order submitted under an ITM assigned to him; and

(b) immediately identify, at the Exchange's request, the source of any order submitted under an ITM assigned to him. (11/01/03)

9B.06 e-cbot User IDs- Each order entered through an ITM must contain an e-cbot User ID that identifies the participant who entered the order. Each member or non-member with a direct connection must utilize a client application that automatically populates the e-cbot User ID for every order based on the client application login.

Members, non-member employees and proprietary traders of a member or member firm, and non-member employees and proprietary traders of each non-member with a direct connection must have a unique, Exchange assigned, registered e-cbot User ID. Such participants shall be referred to as Registered Users. The e-cbot User ID for all other users need not be registered. Each member or non-member entity with a direct connection shall ensure the accuracy of a Registered User's registration information at all times.

A Registered User shall be subject to the rules of the Exchange, including, but not limited to, the rules of this Chapter and rules relating to order handling, trade practices and disciplinary proceedings. It shall be the duty of the entity or individual who employs the Registered User to supervise such user's compliance with Exchange rules and regulations, and any violation thereof by such Registered User may be considered a violation by the employer. (11/01/03)

9B.07 e-cbot Access from the Trading Floor- Individual members on the trading floor may directly enter e-cbot orders in such products as their membership category permits. Non-member employees of a member firm who do not maintain an associated person registration may enter e-cbot orders on a non-discretionary basis from terminals located within the member firm's booth space. A non-member employee of an individual member may enter non-discretionary e-cbot orders from within a pit solely for the account of his employing member. (11/01/03)

9B.08 Clearing Member Authorization-

(a) Primary Clearing Member - Each non-clearing member or non-member with a direct connection who enters transactions through the e-cbot system must obtain authorization from a Primary Clearing Member. The Primary Clearing Member shall guarantee and assume financial responsibility for all such transactions traded through e-cbot under its Clearing Member Mnemonic. The Primary Clearing Member shall be liable upon all such trades made by the non-clearing member or non-member and shall be a party to all disputes arising from such trades.

(b) Other Clearing Members - A non-clearing member or non-member with a direct connection may be authorized to enter transactions through the e-cbot system by one or more clearing members, in addition to its Primary Clearing Member, in accordance with the requirements of Rule 333.00, provided that written permission has been granted by its Primary Clearing Member. Such other clearing member shall be liable upon all e-cbot trades made by the non-clearing member or non-member under its Clearing Member Mnemonic and shall be a party to all disputes arising from such trades.

(c) Revocation of Clearing Authorization - A clearing member that provides e-cbot trading authorization to a non-clearing member or non-member may revoke such authorization

without prior notice. Written notice of the revocation of clearing authorization shall be immediately provided to the Exchange, which shall thereby terminate such connection and cancel all orders of the non-clearing member or nonmember in the e-cbot system under the revoking Clearing Member's Mnemonic. If the revocation is by the Primary Clearing Member, all e-cbot connections of the non-clearing member or non-member shall be terminaled until another clearing member has designated itself as the Primary Clearing Member. Unless otherwise specified by the Primary Clearing Member, a member whose connection to e-cbot has been terminated shall not automatically be denied access to the Floor of the Exchange during Regular Trading Hours. (11/01/03)

9B.09 e-cbot Opening -

(a) During the Pre-Open period designated by the Exchange, traders may enter only Market on Open orders, Limit orders and GTC Limit orders for both outrights and strategies. Order modifiers are not permitted on orders entered during the Pre-Open.

(b) Immediately upon the Market Open, e-cbot will apply an uncrossing algorithm to calculate the price at which the maximum volume will be traded. All orders executed pursuant to the uncrossing algorithm will be executed at a price equal to or better than that at which they were entered. Market on Open orders are processed immediately after the uncrossing. The Exchange does not guarantee the execution of any order at the opening price. (1l/0l/03)

9B.10 e-cbot Orders-

(a) An e-cbot order may contain one of the following designations:

(1) Market orders - Market orders are executed at the best price or prices available in the order book at the time the order is received until the order has been filled in it entirety. However, a market order will not trade outside of the dynamic price limits and any residual volume from an incomplete market order is canceled. Market orders are rejected if the market is not open.

(2) Market on Open (MOO) orders - Market on open orders can only be submitted for futures products, including strategies. Such orders are accepted only during Pre-Open and are intended for execution at the opening market price. MOO orders will be executed by the Trading Host at the opening price calculated after the uncrossing of limit orders in the market when the market opens. If an opening price cannot be calculated for the market when it opens, all MOO orders will be automatically canceled. Any residual MOO orders that are not matched on the opening will be converted automatically to limit orders at the opening price.

(3) Limit orders - Limit orders are orders to buy or sell a stated quantity at a specified price, or at a better price, if obtainable. Unless otherwise specified, any residual volume from an incomplete limit order is retained in the central order book until the end of the day unless it is withdrawn or executed.

(4) Good-Till-Canceled Limit ("GTC") orders - GTC orders are eligible for execution for the current and all subsequent e-cbot trade sessions until executed, canceled or the expiry month expires. GTC orders can be given an expiry date and are valid until the end of trading on that date.

(b) The following order modifiers are permitted:

(1) Minimum Volume - Minimum Volume orders are executed only if there is at least the designated minimum volume available at the stated price or better. If the designated minimum volume cannot be traded, the order is canceled. Any residual volume from a partially executed minimum volume order is retained in the central order book. A Minimum Volume modifier may be used with limit orders, GTC limit orders and market orders.

(2) Complete Volume - Complete Volume orders are executed only if there is sufficient volume available, at the stated price or better, to execute the order in its entirety. If the order cannot be executed in its entirety, the entire order is canceled. A Complete Volume modifier may be used with limit orders and market orders.

(3) Immediate & Cancel - Immediate and Cancel orders are executed against any existing orders at the stated price or better, up to the volume designated on the order. Any residual volume on the order is canceled. An Immediate and Cancel modifier may be used with limit

orders.

(c) Strategy Orders and Contingent Multiple Orders

(1) Strategy Orders - e-cbot allows for the creation of recognized strategies, including delta neutral strategies, and for the submission of orders in such strategies.

(2) Contingent Multiple Orders - A Contingent Multiple Order is an order that contains between two and eight component outright orders in up to two products. The permitted product pairs are pre-defined by the Exchange. Trading of any component order is contingent on all component orders being fully executed. Only one futures component is permitted if any component is an option. Each component order can be a limit order or a market order. (11/01/03)

9B.11 Order Entry-

(a) A member or Registered User who is registered as a floor broker or associated person, or in a comparable capacity under applicable law, may enter discretionary or non-discretionary orders on behalf of any account of a clearing member with the prior approval of the clearing member responsible to clear such orders.

(b) A member or Registered User who is not registered as a floor broker or associated person, or in a comparable capacity under applicable law, may enter non-discretionary orders on behalf of customers. Such member or Registered User may enter discretionary or non-discretionary orders for the account of his employer or for his own account provided he does not enter or handle customer orders.

(c) It shall be the duty of each member or Registered User to: (1) submit orders through the e-cbot system under his registered e-cbot User ID and (2) input for each order the correct CTI code and appropriate account designation. A suspense account may be used at the time of order entry provided that a contemporaneous written record of the order, with the correct account designation, is made, time-stamped and maintained in accordance with Regulation 9B.18, and provided that the correct account designation is entered into the clearing system prior to the end of the trading day.

(d) With respect to orders received by a member or Registered User which are immediately entered into the e-cbot system, no separate record need be made. However, if a member or Registeresd User receives an order that is not immediately entered into the e-cbot system, a record of the order including the order instructions, account designation, date, time of receipt and any other information that is required by the Exchange must be made. (11/01/03)

9B.12 Misuse of e-cbot Misuse of the e-cbot system is strictly prohibited. It shall be deemed an act detrimental to the interest and welfare of the Exchange to either willfully or negligently engage in unauthorized access to e-cbot, to assist any individual in obtaining unauthorized access to e-cbot, to trade on the e-cbot system without the authorization of a clearing member, to alter the equipment associated with the system, to interfere with the operation of the system, to use or configure a component of the system in a manner which does not conform to the LIFFE Core Network Acceptable Use Policy set forth in Appendix 9B-1,to intercept or interfere with information provided on or through the system, or in any way to use the system in a manner contrary to the rules and regulations of the Exchange. (11/01/03)

9B.13 Trading Against Customer Orders and Crossing Orders -

(a) Trading Against Customer Orders - During an e-cbot trading session, a member or Registered User shall not knowingly cause to be entered or knowingly enter into a transaction in which he takes the opposite side of an order entered on behalf of a customer, for the member's or Registered User's own account or his employer's proprietary account unless the customer order has been entered immediately upon receipt and has first been exposed on the e-cbot platform for a minimum 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts. Such transactions that are unknowingly consummated shall not be considered to have violated this regulation.

(b) Crossing Orders - Independently initiated orders on opposite sides of the market for different beneficial account owners that are immediately executable against each other may be entered without delay provided that the orders did not involve pre-execution communications.

Opposite orders for different beneficial accounts that are simultaneously placed by a party with

discretion over both accounts may be entered provided that one order is exposed on the e-cbot platform for a minimum of 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts.

An order allowing for price and/or time discretion, if not entered immediately upon receipt, may be knowingly entered opposite a second order entered by the same firm only if the second order has been entered immediately upon receipt and has been exposed on the e-cbot platform for a minimum of 5 seconds for outright futures contracts and a minimum of 15 seconds for strategies and options contracts.

(c) Pre-Execution Communications Prohibited

(i) Pre-execution communications are communications between two market participants for the purpose of discerning interest in the execution of a transaction prior to the entry of an order on the e-cbot platform.

(ii) Pre-execution communications and transactions arising from such communications are prohibited in all products during all hours except as otherwise provided by Regulation 331.05 "Block Trade Transactions." (09/01/04)

9B.14 Good Faith Bids and Offers - A member or Registered User shall not knowingly enter, or cause to be entered, bids or offers into the e-cbot system other than in good faith for the purpose of executing bona fide transactions. (11/01/03)

9B.15 Priority of Execution - Orders received by a member or Registered User shall be entered into the e-cbot system in the sequence received. Orders that cannot be immediately entered into e-cbot must be entered when the orders become executable in the sequence in which the orders were received. (11/01/03)

9B.16 Disciplinary Procedures - All access denials, suspensions, expulsions and other restrictions imposed upon a member or Registered User by the Exchange pursuant to disciplinary procedures contained in Chapters 2 and 5 of the Exchange's rules shall restrict with equal force and effect access to, and use of, the e-cbot system. (11/01/03)

9B.17 Termination of e-cbot Connection - The Exchange, at its sole discretion, shall have the right to summarily terminate the connection of any member or non-member, or the access of any ITM. Additionally, the Exchange, at its sole discretion, shall have the right to direct a member or non-

member with a direct connection to immediately terminate access to the e-cbot system of any user. (11/01/03)

98.18 Records of Transactions Effected Through the e-cbot System -All written orders and any other original records pertaining to orders entered through the e-cbot system must be retained for five years. For orders entered into the e-cbot system immediately upon receipt, the data contained in the e-cbot system shall be deemed the original records of the transaction. (11/01/03)

9B.19 e-cbot Limitation of Liability - This Regulation sets forth the disclaimer of warranties and the limitation of liability that shall apply to any provision, use, performance, maintenance or malfunction of the LIFFE CONNECT(R) system for trading on e-cbot:

(1) Disclaimer of Warranties. The CBOT provides any licensed products, access to the interface, the equipment and the trading system "AS IS". Except as specifically provided in any Interface Sublicense and Connection Agreement, the CBOT makes no, and hereby disclaims all, warranties, conditions, undertakings, terms or representations, expressed or implied by statute, common law or otherwise, in relation to any licensed products, equipment or trading system or any part or parts of the same. The CBOT specifically disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement. The CBOT further disclaims all warranties, implied or otherwise, relating to any third party materials.

(2) Liability

(i) General Limitation. Excluding a finding of gross negligence or willful misconduct, the CBOT, the agents, subcontractors and licensors of the CBOT, and the officers, directors, and employees of the CBOT, and its agents, subcontractors and licensors, shall have no liability, to any licensee or any other person, under any Interface Sublicense and Connection Agreement or in relation to the use, performance, maintenance, or malfunction of the equipment, any licensed products, or the trading system or any components thereof, for any losses, or other damage or injury, direct or indirect (including, but not limited to, consequential, incidental, and special damages and loss of profits, goodwill or contracts), which arising from negligence or breach of contract or otherwise, and whether or not such person (or any designee thereof) shall have been advised of or otherwise might have anticipated the possibility of such damages.

(ii) Aggregate Liability. In the event the limitation under paragraph (b)(2)(i) above is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, the entire aggregate liability of the CBOT, its agents, subcontractors and licensors, and the officers, directors, and employees of the CBOT and its agents, subcontractors and licensors under or in connection with any Interface Sublicense and Connection Agreement shall not exceed $10,000.

Notwithstanding any of the foregoing provisions, this Regulation shall in no way limit the applicability of any provision of the Commodity Exchange Act, as amended, and Regulations thereunder. (11/01/03)

9B.20 Disclosure Statement - No member or clearing member shall accept an order from, or on behalf of, a customer for entry into e-cbot, unless such customer is first provided with the Uniform Electronic Trading and Order Routing System Disclosure Statement developed by the National Futures Association. (11/01/03)

9B.21 Error Trade Policy - In order to ensure fair and orderly market conditions, the Exchange, or designated staff, may cancel a transaction in accordance with the Error Trade Policy detailed in Appendix 9B-2. (11/01/03)

Chapter 10
Grains

Chapter 10
Grains

Ch10 Trading Conditions

1004.00 Unit of Trading - On future delivery contracts calling for the delivery of commodities, delivery shall be made in the following quantities or multiples thereof:

Wheat, corn, oats and soybeans-5,000 bushels

Other commodities - Units of trading established by these Rules and Regulations

Each delivery of grain may be made up of various lots of grain of the various authorized grades situated in or for shipment from various eligible warehouses or shipping stations, provided that no lot delivered shall contain less than 5,000 bushels of any one grade in any one warehouse or shipping station. 290 (03/01/00)

1005.01A Months Traded In - Trading in wheat, corn and oats is regularly conducted in five different months - March, May, July, September and December but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at one time shall be at the discretion of the Exchange.

Trading in soybeans is regularly conducted in seven different months - January, March, May, July, August, September and November but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at one time shall be at the discretion of the Exchange.

Trading in Crude Soybean Oil and Soybean Meal is regularly conducted in eight different months - January, March, May, July, August, September, October and December but shall be permitted in the current delivery month plus any succeeding months. The number of months to be open at any one time shall be at the discretion of the Exchange. 30R (04/01/02)

1006.00 Price Basis - Future delivery contracts on grain shall be in multiples as set by the Board by Regulation. (09/01/94)

1006.01 Price Basis -

A. Soybeans. The minimum fluctuation shall be 1/4 cent, including spreads.

B. Corn. The minimum fluctuation shall be 1/4 cent, including spreads.

C. Wheat. The minimum fluctuation shall be 1/4 cent, including spreads.

D. Oats. The minimum fluctuation shall be 1/4 cent, including spreads.

Settlements are to be calculated to the nearest 1/4 cent. 1972 (09/01/94)

1007.00 Hours for Trading - Hours for trading for future delivery in grains, crude soybean oil and soybean meal shall be from 9:30 a.m. to 1:15 p.m. except that on the last day of trading in an expiring future the hours with respect to such futures shall be from 9:30 a.m. to 12 o'clock noon, subject to the provisions of the next succeeding paragraph of this Rule 1007.00.

On the last day of trading in an expiring future, a bell shall be rung at 12 o'clock noon designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute and quotations made during this time shall constitute the close. The above time constraints do not apply to options contracts which close by public call.

The hours may be shortened or the Exchange may be closed on any day or days pursuant to

Regulation adopted by the Board.

Hours for trading for future delivery in other commodities shall be fixed by Regulation adopted by the Board.

No such trading shall take place except in the Exchange Hall or on Exchange facilities including an approved automated order entry facility during such hours as the Board shall designate. The Association shall conform to Chicago time. 252 (04/01/97)

1007.01 The Opening and Closing of Oats Trading - Trading for future delivery in Oats shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 1975 (08/01/96)

1007.02 Modified Closing Call - Immediately following the prescribed closing procedure for all futures contracts traded by open outcry, there shall be a two (2) minute trading period (the "modified closing call"). (i) All trades which may occur during regularly prescribed trading hours may occur during the call at prices within the closing range; (ii) no new customer orders may be entered into the call unless such orders are for contracts that also are traded electronically during the call; (iii) cancellations may be entered into the call; (iv) stop, limit and other resting orders elected by prices during the close may be executed during the call; (v) individual members may execute or enter orders for their own accounts in the call; and (vi) member firms, and those entities which are wholly-owned by member firms, that wholly-own member firms, or that are wholly-owned by the same parent company(ies) as member firms, trading for such firms' or entities' own proprietary accounts may initiate trades or enter orders into the call.

Unless otherwise specified by Exchange regulation or policy, the daily settlement price for each contract shall be determined by the relevant Pit Committee at the close of Regular Trading Hours. The settlement price shall be determined by the Pit Committee based upon various factors including, but not limited to (a) the prices that traded during the close; (b) the volume traded at particular prices within the closing range; (c) bids and offers made during the close; (d) the prices at which spreads traded during the close; and (e) the settlement price(s) of related contracts. If the proposed settlement price differs from the midpoint of the closing range for a particular contract, the Pit Committee will document the basis for the deviation from the midpoint. Such documentation must be signed by two members of the Pit Committee. In all cases, however, the Exchange, in its capacity as a Derivatives Clearing Organization, reserves the right to make the final decision on settlement prices. (03/01/04)

1008.01 Trading Limits -

A. Limits. Trading is prohibited during any Trading Day (as defined in Regulation 906.04) in futures contracts of commodities traded on this Exchange at a price or yield higher or lower than either:

1. The settlement price or yield for such commodity on the previous business day, or

2. The average of the opening range or the first trade during the first day of trading in a futures contract, or

3. The price or yield established by the Exchange in an inactive future, plus or minus the following sums with respect to such commodities:

Corn	$.20 per bushel - $1,000
mini-sized Corn	$.20 per bushel - $200
Oats	$.20 per bushel - $1,000
Rough Rice	$.50 per hundredweight - $1,000
Soybeans	$.50 per bushel - $2,500
mini-sized Soybeans	$.50 per bushel - $500
Soybean Meal	$20 per unit of trading - $2,000
Soybean Oil (Crude)	$.02 per unit of trading - $1,200
Wheat	$.30 per bushel - $1,500
mini-sized Wheat	$.30 per bushel - $300

B. Current Month Exclusions. Limits shall not apply to trading in current month contracts on and after the second business day prior to the first day of the current month.

Notwithstanding the foregoing, limits shall remain in effect for purposes of trading agricultural contracts on e-cbot.

The provisions of Paragraph B do not apply to CBOT(R) Dow Jones/SM/ Index futures, which will be governed solely by Paragraph D.

C. Limit Bid; Limit Sellers Definitions. The terms "close on the limit bid" or "close on the limit sellers" are defined as follows:

Limit Bid. Restricted to a situation in which the market closes at an upward price limit on an unfilled bid. When a close is reported as a range of different prices, the last price quoted must be limit bid.

Limit Sellers. Restricted to a situation in which the market closes at a downward price limit on an unfilled offer. When a close is reported as a range of different prices, the last price quoted must be a limit ask.

D. Daily Price Limits and Trading Halts for CBOT Dow Jones Industrial and CBOT mini-sized Dow/SM/ Index Futures. Daily price limits and trading halts of the CBOT Dow Jones Industrial Average/SM/ Index and CBOT mini-sized Dow/SM/ Index Futures contracts shall be coordinated with trading halts of the underlying stocks listed for trading in the primary securities market.

For purposes of this regulation, the primary futures contract shall be defined as the futures contract trading in the lead month configuration in the pit, or for those contracts only listed electronically, on the electronic trading system (ETS), and the Executive Committee or its designee shall have the responsibility of determining whether the primary futures contract is limit bid or offered.

For the first day of trading in a newly listed contract, there will be an implied previous business day's settlement price, created by the Exchange for the sole purpose of establishing price limits. The implied settlement price will be created by extrapolating the annualized percentage carry between the two contract months immediately prior to the newly listed contract.

Price Limits: There shall be three successive price limits for each index, Level 1, Level 2, and Level 3, below the settlement price of the preceding regular trading session. Levels 1, 2, and 3 shall be calculated at the beginning of each calendar quarter, using the average daily closing value of each index for the calendar month prior to the beginning of the quarter. Level 1 shall be 10% of such average closing value calculation; Level 2 shall be 20% of such average closing value calculation; Level 3 shall be 30% of such average closing value calculation. For the Dow Jones Industrial Average/sm/, each Level shall be rounded to the nearest fifty points. The values of Levels 1, 2 and 3 shall remain in effect until the next calculation.

Price Limits and Trading Halts During Regular Trading Hours: The following price limits and trading halts shall apply to open outcry and electronic trading during the Exchange's regular trading hours. For purposes of this Regulation, "regular trading hours" are defined for all CBOT Dow Jones stock index contracts to begin with the time of the open for open outcry trading in Dow Jones Industrial Average contracts, and to end with the later of the time of the close of open outcry trading, or the conclusion of any day time electronic trading session that is part of the same trading day.

(a) Level 1:

Except as provided below, the Level 1 price limit shall be in effect until a trading halt has been declared in the primary securities market, trading in the primary securities market has resumed, and fifty percent (50%) of the stocks underlying the DJIA/SM/ Index (selected according to capitalization weights) have reopened. The Level 2 price limit shall apply for all CBOT Dow Jones stock index contracts to such reopening.

Until 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the trading halt shall be a one-hour trading halt. Between 1:00 p.m. and 1:30 p.m. Chicago time (2:00 p.m. and 2:30 p.m. Eastern time), the trading halt shall be a one-half hour trading halt.

The Level 1 price limit shall not apply after 1:30 p.m. Chicago time (2:30 p.m. Eastern time). If the futures contract is limit offered at the Level 1 price limit and a trading halt has not been declared in the primary securities market, the Level 1 price limit shall be lifted and the Level 2 price limit shall apply thereafter.

(b) Level 2:

Except as provided below, the Level 2 price limit shall be in effect until a trading halt has been declared in the primary securities market, trading in the primary securities market has resumed, and fifty percent (50%) of the stocks underlying the DJIASM Index (selected according to capitalization weights) have reopened. The Level 3 price limit shall apply for all CBOT Dow Jones stock index contracts to such reopening.

Until 12:00 noon Chicago time (1:00 p.m. Eastern time), the trading halt shall be a two-hour trading halt. Between 12:00 noon and 1:00 p.m. Chicago time (1:00 p.m. and 2:00 p.m. Eastern time), the trading halt shall be a one-hour trading halt. After 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the trading halt declared in the primary securities market will remain in place for the rest of the primary securities market trading day.

(c) Level 3:

The Level 3 price limit shall be in effect during all regular trading hours.

Trading Halts: If the primary futures contract for the DJIA/sm/ is limit offered at either the Level 1 or Level 2 price limit as described above and there is a trading halt declared in the primary securities market, trading shall be halted for all Dow Jones/sm/ Index futures contracts that have reached their respective price limits. In the event that trading in the primary securities market resumes after a trading halt, trading in each of the Dow Jones/SM/ Index futures contracts (that have halted) shall resume only after fifty percent (50%) of the stocks underlying the DJIA/SM/ Index (selected according to capitalization weights) have reopened. The next applicable price limit enumerated

above shall apply to the reopening indexes and to those indexes that had not reached their previous respective price limits during the period of the halt.

If after 1:00 p.m. Chicago time (2:00 p.m. Eastern time), the primary futures contract for the DJIAsm is limit offered at the Level 2 price limit, or if the primary futures contract for the DJIAsm is limit offered at the Level 3 price limit at any time during regular trading hours, and the primary securities market declares a trading halt for the rest of its trading day, the Exchange will also declare a trading halt for the rest of its regular trading hours for all Dow Jonessm Index futures contracts that have reached their respective price limits.

In the event that e-cbot trades occur through the price limits described above, any such trades may be busted with the approval of the Exchange.

Price Limits During Non-Regular Trading Hours: When e-cbot is open for trading during non-regular trading hours, there shall be a price limit of 10% of the average daily closing value of the index for the calendar month prior to the beginning of the quarter. The value of this limit shall remain in effect until the next calculation. This price limit shall apply above or below the previous trading day's settlement price. (10/01/04)

1008.01A Trading Limits - The Crude Soybean Oil and Soybean Meal Committee has been asked to interpret the following sentence:

"These provisions (trading limits) shall not apply to trading in the current month on or after the first notice day thereof."

The question that arises is whether this means the first business day of the delivery month or the first notice day of the contract which would be the last business day of the previous month.

The Committee is of the opinion that it is the intention of the Regulations that the meaning of the sentence includes the first notice day which is the last business day of the month preceding the delivery month. 36R (09/01/94)

1008.02 Trading Limit Corrections - Daily trading limits determined pursuant to Regulation 1008.01A (1) may be corrected as specified in this regulation only in cases where the applicable settlement price is related to an erroneous closing price quotation.

Such a correction may be made:

- - only to the level which would have been specified had the error not occurred; and

- - only if the error is identified prior to the next day's opening of trading.

Such a correction may be adopted by approvals of the relevant Pit Committee Chairman, or the Pit Committee Vice Chairman in the absence of the Pit Committee Chairman, and the Chairman or Vice Chairman of the Regulatory Compliance Committee within 15 minutes after the closing of the applicable futures contract or within 30 minutes after the closing of the applicable futures option contract. Thereafter, such a correction may be adopted by approval of the Regulatory Compliance Committee.

No such correction may be made after the next day's opening of trading. (09/01/94)

1009.01 Last Day of Trading of Delivery Month - Wheat and Oats - No trades in wheat or oat futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the seventh business day following the last trading day.

(b) Liquidated by means for a bona fide exchange of futures for the actual cash commodity or an over-the-counter transaction, no later than the sixth business day following the last trading day. (01/01/03)

1009.02 Last Day of Trading of Delivery Month-Corn and Soybeans - No trades in corn and

soybean futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the second business day following the last trading day (tender on business day prior to delivery).

(b) Liquidated by means of a bona fide exchange of futures for the actual cash commodity, or an over-the-counter transaction, no later than the business day following the last trading day. 1832a (07/01/03)

1010.01 Margins on Futures - (See 431.03) (09/01/94)

1012.01 Position Limits - (See 425.01) (09/01/94)

Ch10 Delivery Procedures

1035.00 Scope of Chapter - Commodities bought or sold for future delivery under Exchange contracts shall be delivered and accepted in accordance with the provisions of this Chapter. Any Regulation or Ruling which is inconsistent with the requirements or procedures set forth in this Chapter 10 is hereby superseded by the Chapter to the extent of such inconsistency. 280 (09/01/94)

1036.00 Grade Differentials - Unless otherwise specified, contracts for the sale of wheat, corn, soybeans and oats shall be deemed to call for "contract" wheat, corn, soybeans and oats respectively. Upon such contracts, sellers, at their option, may deliver all or part of the following grades at the following price differentials, provided that lots of grain of any one grade must conform to the minimum lot requirements of Rule 1004.00:

WHEAT GRADE DIFFERENTIALS

At 3c Premium	At Contract Price
No. 1 Soft Red Winter	No. 2 Soft Red Winter
No. 1 Hard Red Winter	No. 2 Hard Red Winter
No. 1 Dark Northern Spring	No. 2 Dark Northern Spring
No. 1 Northern Spring	No. 2 Northern Spring

Wheat which contains moisture in excess of 13.5% is not deliverable.

CORN DIFFERENTIALS

No. 1 Yellow Corn (maximum 15% moisture)	at 1 1/2 cents per bushel over contract price.
No. 2 Yellow Corn (maximum 15% moisture)	at contract price.
No. 3 Yellow Corn (maximum 15% moisture)	at 1 1/2 cents per bushel under contract price.

SOYBEAN GRADE DIFFERENTIALS

U.S. No. 1 Yellow Soybeans (maximum 13% moisture)	at 6 cents per bushel over contract price.
U.S. No. 2 Yellow Soybeans (maximum 14% moisture)	at contract price.
*U.S. No. 3 Yellow Soybeans (maximum 14% moisture)	at 6 cents per bushel under contract price.

* All factors equal to U.S. No. 2 grade or better (including test weight; splits; heat damage; brown, black and/or bicolored soybeans in yellow soybeans) except foreign material (maximum 3%).

OATS GRADE DIFFERENTIALS

No. 1 Extra Heavy Oats	At 7 cents per bushel over contract price.
No. 2 Extra Heavy Oats	At 4 cents per bushel over contract price.
No. 1 Heavy Oats	At 3 cents per bushel over contract price.
No. 2 Heavy Oats	At contract price.
No. 1 Oats	At contract price.

No. 2 Oats (36 Ib. minimum test weight)	At 3 cents per bushel under contract price.
No. 2 Oats (34 Ib. minimum test weight)	At 6 cents per bushel under contract price.

Bright Oats shall carry no additional premium or discount. Oats with more than 14% moisture are not deliverable. (03/01/00)

1036.00A Test Weight Designation for Oats - The Rules Committee has determined that, in the future, warehouse receipts of No. 2 Oats should carry the test weight designation on the face of the receipt. In connection with warehouse receipts currently outstanding which do not contain any such designation, it was determined that unless the designation "36 Ib. minimum test weight" appears on the face of the receipt, that the grade is considered to be 34 Ib. minimum test weight (6 cents per bushel under contract price). In consideration of any holder of outstanding Oat receipts that for some reason are "36 Ib. minimum test weight" and the receipt fails to reflect such, the holder can contact the Registrar's Office for updating the receipt. (09/01/94)

1036.00C Soybean Differentials - The Board has determined that in accordance with Rule 1036.00, No. 1 Yellow Soybeans which contain moisture in excess of 13% but not more than 14% are deliverable at par. (09/01/94)

1036.01 Location Differentials - Unless otherwise specified, contracts for the sale of wheat, corn, soybeans and oats shall be deemed to call for "contract" wheat, corn, soybeans and oats respectively. Upon such contracts, sellers, at their option, may deliver all or part at the following locations at the following price differentials, subject to the differentials for grade outlined in Rule 1036.00, provided that lots of grain of any one grade must conform to the minimum lot requirements of Rule 1004.00:

WHEAT LOCATION DIFFERENTIALS

In accordance with the provisions of Rule 1041.00C, wheat in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Toledo, Ohio Switching District may be delivered in satisfaction of Wheat futures contracts at contract price, subject to the differentials for class and grade outlined above. Only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat in regular warehouses located within the St. Louis-East St. Louis and Alton Switching districts may be delivered in satisfaction of Wheat futures contracts at a premium of 10 cents per bushel over contract price, subject to the differentials for class and grade outlined above.

CORN LOCATION DIFFERENTIALS

(See Regulation C1036.01-Location Differentials for Corn futures contracts.)

SOYBEAN LOCATION DIFFERENTIALS

(See Regulation S1036.01-Location Differentials for Soybean futures contracts.)

OATS LOCATION DIFFERENTIALS

In accordance with the provisions of Rule 1041.00B, oats in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District, the Minneapolis, Minnesota Switching District, or the St. Paul, Minnesota Switching District may be delivered in satisfaction of Oats futures contracts at contract price, subject to the differentials for class and grade outlined above. (06/01/02)

1038.00 Grades - A contract for the sale of commodities for future delivery shall be performed on the basis of the grades officially promulgated by the Secretary of Agriculture as conforming to United States Standards at the time of making the contract. If no such United States grades shall have been officially promulgated, then such contract shall be performed on the basis of the grades established by the Department of Agriculture of the State of Illinois, or the standards established by the Rules and Regulations of the Association in force at the time of making the contract. 293 (09/01/94)

1038.01 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of corn, soybeans or wheat shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1038.02 Deoxynivalenol (Vomitoxin) Limit in Wheat - Effective September 1, 1999, a taker of delivery of wheat shall have the option to request in writing load-out of wheat which contains no more than 5 (five) parts per million of deoxynivalenol (vomitoxin). At the taker's expense, a determination of the level of vomitoxin shall be made at the point of load-out by the Federal Grain Inspection Service or by a third party inspection service which is mutually agreeable to the maker and taker of delivery. (12/01/98)

1041.00 Delivery Points -

A. Corn.

See Rule C1041.00-Delivery Points for Corn futures contracts.

B. Oats. Oats in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Minneapolis, Minnesota or St. Paul, Minnesota Switching Districts may be delivered in satisfaction of oats futures contracts.

C. Wheat. Wheat in regular warehouses located within the Chicago Switching District, the Burns Harbor, Indiana Switching District or the Toledo, Ohio Switching District may be delivered in satisfaction of wheat futures contracts. Only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat in regular warehouses located within the St. Louis-East St. Louis and Alton Switching Districts may be delivered in satisfaction of Wheat futures.

D. Soybeans.

See Rule S1041.00-Delivery Points for Soybean futures contracts. (06/01/02)

1041.01 Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission. (09/01/94)

1042.00 Delivery of Commodities by Warehouse Receipts - Except as otherwise provided,

delivery of commodities shall be made by the delivery of registered warehouse receipts issued by warehousemen against stocks in warehouses which have been declared regular by the Regulatory Compliance Committee. The Regulatory Compliance Committee by Regulation may prescribe the conditions upon which warehouses and warehousemen may become regular except that in the case of federally licensed warehouses and warehousemen, the Regulatory Compliance Committee may impose only such reasonable requirements as to location, accessibility and suitability as may be imposed on other regular warehouses and warehousemen.

The Regulatory Compliance Committee by Regulation may prescribe conditions not inconsistent with the provisions of this Chapter upon which warehouse receipts issued by regular warehouses shall be deliverable. 281 (02/01/99)

1042.01 Registration of Grain Warehouse Receipts - In order to be valid for delivery against futures contracts, grain warehouse receipts must be registered with the official Registrar and in accordance with the requirements issued by the Registrar. Registration of Wheat and Oat warehouse receipts shall also be subject to the following requirements:

1. Warehousemen who are regular for delivery may register warehouse receipts at any time. If the warehouseman determines not to tender the warehouse receipt by 4:00 p.m. on the day it is registered, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered receipt may cancel its registration at any time. A receipt which has been canceled may not be registered again.

2. Except in the case the delivery on the last delivery day of delivery month, in which case the warehouse receipt must be registered before 1:00 p.m. on the last delivery day of the delivery month, the grain warehouse receipt must be registered before 4:00 p.m. on notice day, the business day prior to the day of delivery. If notice day is the last business day of a week, grain warehouse receipts must be registered before 3:00 p.m. on that day.

3. From his own records, the Registrar shall maintain a current record of the number of receipts that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any receipts that have been declared withdrawn.

4. When a warehouseman regains control of his own registered receipt, the warehouseman shall by 4:00 p.m. of that business day either cancel the registration of said receipt or declare that said receipt is withdrawn but is to remain registered by transmitting to the Registrar the receipt number and the name and location of the warehouse facility, except in the case where a notice of intention to redeliver said receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m. of the day that the warehouseman regained control of said receipt. (01/01/04)

1043.01 Delivery of Corn and Soybeans by Shipping Certificates - Deliveries of Corn and Soybeans shall be made by delivery of Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Corn and Soybeans using the electronic fields which the Exchange and the Clearing Services Provider require to be completed. In order to effect a valid delivery each Shipping certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the issuer of the Certificate. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the certificate, in accordance with Regulation C1056.01 or Regulation S1056.01, as applicable. (01/01/04)

1043.02 Registration of Corn and Soybean Shipping Certificates - Corn and Soybean Shipping Certificates in order to be eligible for delivery must be registered with the Official Registrar and in accordance with the requirements issued by the Registrar. Registration of Corn and Soybean Shipping Certificates shall also be subject to the following requirements:

(a) Shippers who are regular for delivery may register certificates at any time. If the shipper determines not to tender the shipping certificate by 4:00 p.m. on the day it is registered, the shipper shall declare the certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant. The holder of a registered certificate may cancel its registration at any time. A certificate which has been canceled may not be registered again.

(b) No notice of intention to deliver a certificate shall be tendered to the Clearing Services Provider unless said certificate is registered and in possession of the Clearing member tendering the notice or unless a shipping certificate is registered and outstanding. When a notice of intention to deliver a certificate has been tendered to the Clearing Services Provider, said certificate shall be considered to be "outstanding" until its registration is cancelled.

(c) From his own records, the Registrar shall maintain a current record of the number of certificates that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any shipping certificates that have been declared withdrawn.

(d) When a registered shipper regains control of a registered certificate calling for shipment from one of his shipping stations, which in any manner relieves him of the obligation to ship corn or soybeans upon demand of a party other than himself, the shipper shall by 4:00 p.m. of that business day either cancel the registration of said certificate or declare that said certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant, except in the case where a notice of intention to redeliver said certificate for the shipper has been tendered to the Clearing Services Provider by 4:00 p.m. of the day that the shipper regained control of said certificate.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation of certificates other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of certificates registered as of 4:00 P.M. on the each trading day of the week. In addition to the information posted on the Exchange Floor and the CBOT website, this daily report will show the names of shippers whose certificates are registered and the location of the shipping stations involved. This report shall not include any shipping certificates that have been declared withdrawn. (01/01/04)

1044.01 Certificate Format - The Exchange and the Clearing Services Provider shall determine the electronic fields which are required to be completed in connection with an electronic shipping certificate.

The electronic shipping certificate obligates the shipper, for value received and receipt of the certificate properly endorsed, and subject to a lien for payment of premium charges, to deliver the specified quantity of the relevant commodity conforming to the standards of the Exchange, and to ship the commodity in accordance with orders of the lawful owner of the certificate and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by water or rail conveyance according to the registered loading capability of the shipper.

Delivery of the electronic shipping certificate to the issuer by the owner of the certificate, for the purpose of shipment of the commodity, is conditioned upon loading of the commodity in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and premium charges due which the owner of the certificate agrees to honor upon presentation. (01/01/04)

1045.01 Lost or Destroyed Negotiable Warehouse Receipts

(a) Unless a federal or state law prescribes different procedures to be followed in the case of lost or destroyed warehouse receipts, the following procedures shall be followed. A replacement receipt may be issued upon compliance with the conditions set forth in paragraph (b) of this Regulation. Such replacement receipt must be issued upon the same terms, must be subject to the same conditions, and must bear on its face the number and the date of the receipt in lieu of which it is issued. It must also contain a plain and conspicuous statement that it is a replacement receipt issued in lieu of a lost or destroyed receipt.

(b) Before issuing such replacement receipt, the warehouseman may require the person requesting the receipt to make and file with the warehouseman: (1) an affidavit stating that the requestor is the lawful owner of the original receipt, that the requestor has not negotiated, sold, assigned or encumbered it, how the original receipt was lost or destroyed, and if lost, that diligent effort has been made to find the receipt without success, and (2) a bond in an amount double the value, at the time the bond is given, of the commodity represented by the lost or destroyed receipt.

Such bond shall indemnify the warehouseman against any loss sustained by reason of the issuance of such replacement receipt. The bond shall have as surety thereon a surety company which is authorized to do business, and is subject to service of process in a suit on the bond, in the state in which the warehouse, as named on the warehouse receipt, is located, or at least two individuals who are residents of such state, and each of whom owns real property in that state having a value, in excess of all exemptions and encumbrances, equal to the amount of the bond.

In the alternative, upon the approval of the U.S. Department of Agriculture where applicable, or otherwise upon the approval of the Exchange, a warehouseman may issue a replacement receipt upon the execution of an agreement by the requestor to indemnify the warehouseman against any loss sustained by reason of the issuance of

such replacement receipt, in a form acceptable to the warehouseman. (02/01/03)

1046.00 Date of Delivery - Where any commodity is sold for delivery in a specified month, delivery of such commodity may be made by the seller upon such business day of the specified month as the seller may select and, if not previously delivered, delivery must be made upon the last business day of the specified month; provided, however, that the Exchange may, by Regulation pertaining to a particular commodity, prescribe specific days or dates within such specified month on which delivery of such commodity may or may not be made. 284 (09/01/94)

1046.00A Location for Buying or Selling Delivery Instruments - In order to facilitate liquidation of outstanding contracts during the final seven business days of a delivery month (Regulation 1009.03) floor brokers, locals and clearing or non-clearing members who need warehouse receipts or shipping certificates in order to make delivery or who anticipate receiving warehouse receipts or shipping certificates on delivery and wish to dispose of them may meet at 2:00 p.m. on the last day of trading in an expiring future at the cash grain table between the corn and soybean pits to make arrangements for the acquisition or disposition of such receipts or certificates.

All actual deliveries against outstanding futures positions must, in any event, be made by sellers through the Clearing Services Provider and will be received by buyers through the Clearing Services Provider. 34R (01/01/04)

1047.01 Delivery Notices - A seller obligated or desiring to make delivery of a commodity shall issue and deliver to the Clearing Service Provider a delivery notice in the form and manner specified by the Exchange.

The Clearing Services Provider, acting as agent for the seller, shall provide the notice to the buyer.

The seller or its agent shall reduce the notice to written form and retain a copy of the notice for the period of time required by the Commodity Futures Commission.

Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish to each issuer the names of the buyers obligated to accept delivery from him for each commodity for which a notice was tendered and shall also inform the issuer of the number of contracts for which each buyer is obligated. Failure of the seller to object to such assignment by 7:00 a.m. on intention day, or by such other time designated by the Exchange, shall establish an irrebuttable presumption that the issuance of the delivery notice was authorized by the person in whose name the notice was issued. (01/01/04)

1048.01 Method of Delivery - Delivery notices must be delivered to the Clearing Services Provider which shall assign the deliveries to clearing members (buyers) having contracts to take delivery of the same amounts of the same commodities. The Clearing Services Provider shall notify such clearing members of the deliveries which have been assigned to them and shall furnish to issuers of delivery notices the names of clearing members obligated to accept their deliveries. Clearing Members receiving delivery notices shall assign delivery to the oldest open contracts on their books at the close of business on the previous day (position day). 286 (01/01/04)

1049.00 Time of Delivery, Payment, Form of Delivery Notice - The requirements of the form of delivery notice, time of delivery, and payment shall be fixed by the Regulatory Compliance Committee. 287 (09/01/94)

1049.01 Time of Issuance of Delivery Notice - Unless a different time is prescribed by Regulation pertaining to a particular commodity, delivery notices must be delivered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, on position day except that, on the last notice day of the delivery month, delivery notices for those commodities utilizing the electronic delivery system via the Clearing Services Provider's on-line system may be delivered to the Clearing Services Provider until 10:00 a.m. or 2:00 p.m. for all other commodities, or by such other time designated by the Exchange, on intention day. The Clearing Services Provider shall, on the same day, assign the deliveries to eligible buyers as provided in Regulation 1048.01 and shall issue to each such buyer a delivery assignment notice describing the delivery which has been assigned to him. (01/01/04)

1049.01B Interpretation: Sellers' Obligation for Storage Charges - The Directors have issued the following interpretation of Rule 1042.00, Rule 1041.00, and Regulation 1049.01 in connection with the time the responsibility for storage charges changes from seller to buyer.

The responsibility for storage charges shall remain the obligation of the seller until such time as the warehouse receipts or weight certificates are presented to the buyer and payment is made therefore in conformity with the Regulations concerning payment. (09/01/94)

1049.02 Buyers' Report of Eligibility to Receive Delivery - Prior to 8:00 p.m., or by such other time designated by the Exchange, of each day on which delivery notices may be delivered to the Clearing Services Provider, each clearing member shall report to the Clearing Services Provider, at such times and in such manner as shall be prescribed by the Clearing Services Provider, the amounts of its purchases of the various commodities then eligible for delivery which remain open on its books in accordance with law and with the Rules and Regulations of the Association. Such reports shall show the dates on which such purchases were made, and shall exclude purchases to which the clearing member has applied deliveries assigned to it but which remain open on its books pending receipt of delivery. With respect to omnibus accounts, the reports described above shall show the dates on which such purchases were made, as reflected on the ultimate customers' account statements. (01/01/04)

1049.03 Sellers' Invoices to Buyers - Upon receipt of the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer, the seller shall prepare invoices addressed to its assigned buyers describing the documents to be delivered to each such buyer and, in the case of deliveries under Rule 1041.00, the information required in said Rule. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider for that purpose adjusted for applicable premiums, discounts, storage charges, premium charges, premium for FOB conveyance, quantity variations and other items for which provision is made in these Rules and Regulations relating to contracts, and shall be in the form designated by the Exchange. Such invoices shall be delivered to the Clearing Services Provider by 10:00 a.m. for those commodities utilizing the electronic delivery system via the Clearing Services Provider's on-line system or 4:00 p.m. for other commodities, or by such other time designated by the Exchange, on the day of intention except on the last notice day in the delivery month when a skeleton notice has been delivered to the Clearing Services Provider, in which case invoices for said delivery may be delivered to the Clearing Services Provider until 10:00 a.m. on the last delivery day of the delivery month. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed.

Financial instruments futures contracts will follow the invoicing procedure that is prescribed in the respective contract's invoicing regulation. Delivery invoicing forms for financial instruments futures contracts shall be restricted to that form which the Clearing Services Provider specifically provides.

DELIVERY INVOICE
Office Of

No._____

_____

_____

For delivery on_____
(Date)
against C. H. Assignment Notice No._____

To_____
(Buyer's code number and name)
For the delivery of_____
(Net quantity, per list total below)
of_____
(Grade, class, commodity)
In, ordered to, or to be shipped from_____
(Warehouse, delivery or shipping point)

As evidenced by the documents listed below:

At the established delivery price of _____ per _____	$_____
Premium or discount on grade	_____
Storage and insurance, or premium, for a total of ____ days	_____
Other charges or credits	_____
TOTAL AMOUNT DUE-THIS INVOICE	$_____

Whse.Receipt or certificate			Prem-Disc. on Grade	Adjustment for Stge-lns-Prem.					Other charges or credits	
Date	Number	Net Quantity	Rate	Amount	Pd.thru	Days	Rate	Amount	Dr Cr.	Amount & Description

1049.04 Transfer Obligations - Payment is to be made in same day funds 1) by a check drawn on and certified by a Chicago bank or 2) by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. Unless a different time is prescribed by Regulation pertaining to a particular commodity, buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery before 1:00 p.m. of the day of delivery, except on banking holidays when delivery must be taken or made and payment made before 9:30 a.m. the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in according with its rules, policies and procedures. 1639 (01/01/04)

1050.00 Duties of Members - Members shall deliver warehouse receipts, bills of lading, shipping certificates or demand certificates tendered for delivery pursuant to the Rules and Regulations of the Association and in accordance with the assignment thereof to eligible buyers by the Clearing Services Provider, and shall make no other disposition thereof. A member who alters or makes a false endorsement on a notice of assignment of delivery issued by the Clearing Services Provider under Regulation 1048.01, for the purpose of avoiding acceptance of the delivery specified, therein, should be deemed guilty of an act detrimental to the Welfare of the Association. 288 (01/01/04)

1050.01 Failure to Deliver - If a clearing member fails to fulfill its delivery obligation, the non-defaulting clearing member must notify the Clearing Services Provider of such failure as soon as possible. If, and only if, the non-defaulting clearing member notifies the Clearing Services Provider of the failure no later than sixty minutes after the time the delivery obligation was required to have been fulfilled, then the Clearing Services Provider shall pay to the non-defaulting clearing member reasonable damages proximately caused by the default.

The Clearing Services Provider shall not be obligated to either: (1) pay any damages greater than the difference between the delivery price of the specific commodity and the reasonable market price of such commodity at the time delivery was required; or (2) make or accept delivery of the actual commodity; or (3) pay any damages relating to the accuracy, genuineness, completeness, or acceptableness of warehouse receipts, shipping certificates, or any similar documents; or (4) pay any damages relating to the failure or insolvency of banks, depositories, warehouses, shipping stations, or similar organizations or entities that may be involved with a delivery.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member. (01/01/04)

1051.01 Office Deliveries Prohibited - No office deliveries of warehouse receipts or shipping certificates may be made by clearing members. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 1870 (01/01/04)

1052.00 Delivery of Grain in Cars (Chicago only) - Regular deliveries of contract grades of grain on contracts for future delivery may be made in cars on track during the last three business days in the delivery month subject to the following:

(a) Cars must be within the Chicago District, in a railroad yard where samples are taken by an official grain inspection agency approved by the U.S.D.A.

(b) Cars must be consigned or ordered to a regular warehouse.

(c) Delivery shall not be complete until the grain is unloaded and warehouse receipts or weight certificates are issued therefor unless the buyer elects otherwise. During this time, title to the grain remains in the seller, the purchase price is not payable, and the seller remains liable for any change in grade. The buyer, however, may elect and order the cars unloaded at any other place where they will be weighed provided the buyer makes payment in advance. In making such election and paying in advance the buyer assumes

title and all responsibility for any change in grade occuring after the original inspection as provided in subsection (d) of this Rule and for any and all charges occasioned by such election of the buyer.

(d) Grain delivered in cars on track in settlement of futures contracts must be inspected during the last four delivery days of the delivery month by an official grain inspection agency approved by the U.S.D.A. In the event another grade determination is made subsequent to date of tender and the original grade is changed, the delivery will not be disqualified as a result thereof. Price adjustment will be made between the buyer and the seller at the prevailing fair market difference based on the cost of replacement. In the event of a dispute, the Chairman of the Regulatory Compliance Committee will appoint an impartial committee of three to fix a fair and proper differential.

(e) Deliveries of grain in cars shall be made by the tender of delivery notices based on the shippers' certificates of weight (if attached thereto) or railroad weights, or, in the absence of such weights, the marked capacity of the cars.

(f) Where there is an excess or deficit upon delivery, such excess or deficit shall be settled for on the basis of the market price at the time when such excess or deficit becomes known to both parties; provided that the buyer, if he so elects, may cancel the contract as to any deficit.

(g) On all grain tendered under this Rule, the party making the original tender shall keep on file and deliver on request, at tenderer's option, the samples of the official grain inspection agency.

(h) Delivery of wheat, corn, oats or soybeans in cars shall be for quantities of 5,000 bushels or multiples thereof. 283 (03/01/00)

1052.00A Track Deliveries -

1. Under subparagraph (d) of Rule 1052.00 when notices of intention to deliver are issued on the day prior to the three days during which regular deliveries may be made in carlots, the requirement that the delivery notice be accompanied by certificate showing approval by the Illinois State Grain Inspection Department for storage must be attached to the delivery notice will be satisfied if that certificate is furnished the next day.

2. During the last three delivery days of the month split notices of delivery may be tendered, that is to say, part of the notice may cover grain in store and part of the notice may cover grain in cars on track. 14R (03/01/00)

1052.00B Track Deliveries - The matter of the origin of grain which may be delivered in satisfaction of futures contracts under Rule 1052.00 (Delivery of Grain in Cars), was brought before the Directors. After a discussion upon motion duly made, seconded, and unanimously carried, it was

Resolved, only grain arriving in cars from points outside of the Chicago Switching District and which has not previously been unloaded at a warehouse in the Chicago Switching District may be delivered in satisfaction of futures contracts under Rule 1052.00; and

Further Resolved, that grain loaded in cars from warehouses in the Chicago Switching District shall not be deliverable in satisfaction of futures contracts under said Rule 1052.00. 23R (09/01/94)

1052.00C Track Deliveries -

1. The question was submitted to the Directors as to whether or not under Rule 1052.00 (Delivery of Grain in Cars) out-of-town weights can be used on carlot deliveries provided there is an agreement between the buyer and seller. It was the ruling of the Directors and the Rules Committee that under the provisions of this Rule out-of-town weights may not be used even where mutual agreement might exist.

2. The question was submitted to the Directors as to whether deliveries of grain in cars might be settled on the aggregate or on the basis of individual contracts under Rule 1052.00.

   The Directors and the Rules Committee held that the settlement must be made on the individual contracts of 5,000, 2,000, 1,000 bushels or multiples thereof, and may not be settled on the aggregate.

3. The Directors and the Rules Committee have made the following interpretation of Regulation 1047.01 (Delivery Notice). A person issuing a skeleton notice on the last notice day in a delivery month must by 10:00 a.m. on the next day furnish all information which is required on the usual delivery notice. A person re-issuing a skeleton notice on the first position day of a successive delivery month (i.e. -the next calendar month) must furnish all information which is required on the usual delivery notice by 1:00 p.m. on first notice day. 23R (05/01/95)

1054.00 Failure to Accept Delivery - Where a buyer to whom a delivery has been assigned by the Clearing Services Provider under Regulation 1048.01 fails to take such delivery and make payment when payment is due, the seller tendering such delivery shall promptly sell the commodity on the open market for the account of the delinquent. He shall then immediately notify the Clearing Services Provider of the default, the contract price, and the re-sale price, and the Clearing Services Provider shall immediately serve a like

notice upon the delinquent. Thereupon the delinquent shall be obligated to pay to the seller, through the Clearing Services Provider, the difference between the contract price and the re-sale price. 289 (01/01/04)

1054.00A Failure to Accept Delivery - Rule 1054.00 provides that when a buyer fails to take delivery and make payment at the prescribed time, the issuer of the delivery shall promptly sell the commodity on the open market for the account of the delinquent.

Does this mean that the seller is to sell the warehouse receipts in the cash market or sell futures in the pit and make a new tender? Also, what is the meaning of the term 'promptly'? If the deliverer, thinking to accommodate the delinquent, waits until 1:10, at which time the market is 5 lower than at 1:00 has he assumed any liability because of the delay? If it is the warehouse receipts which are to be sold out, what determines the market price? Frequently an elevator operator will pay more for his own receipts than for another's; or a processor may pay a higher basis for one grade than another, grade differential to the contrary. If futures are to be sold in the pit, who then is responsible for the mechanics of tender and the assumption of interest?

The Board approved the opinion of the Rules Committee that the seller must have the right to act in either the cash or futures market at his discretion without recourse on the part of the defaulting buyer so long as action is taken prior to 9:45 A.M., or by such other time designated by the Exchange, the next business day. 38R (01/01/04)

1054.01 Failure to Accept Delivery - If a clearing member fails to accept delivery, the seller tendering such delivery shall promptly sell the commodity for the account of the buyer. If the proceeds are insufficient to pay the seller the full delivery price, the clearing member failing to accept delivery shall be liable for the difference.

If a clearing member is unable or refuses to make full payment to the seller, the Clearing Services Provider shall bear the seller's loss in the first instance.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member. Failure to accept delivery or make full payment shall also constitute improper conduct. (01/01/04)

1056.01 Storage Rates for Wheat and Oats and Premium Charges for Corn and Soybeans - To be valid for delivery on futures contracts, all warehouse receipts and shipping certificates covering wheat and oats in regular store or corn and soybeans under obligation for shipment must indicate the applicable storage rate or premium charge. No warehouse receipts or shipping certificates shall be valid for delivery on futures contracts unless the storage rates or premium charges on such grain shall have been paid up to and including the 18th calendar day of the preceding month, and such payment endorsed on the warehouse receipt or shipping certificate. Unpaid accumulated storage rates and premium charges at the posted rate applicable to the warehouse or shipping station where the grain is stored or under obligation for shipment shall be allowed and credited to the buyer by the seller to and including date of delivery. 1641

If storage rates or premium charges are not paid on-time up to and including the 18th calendar day preceding the delivery months of March, July and September and by the first calendar day of each of these delivery months, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage rates or premium charges multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid plus a penalty of 5 percentage points, all multiplied by the number of calendar days that storage is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank, and the Northern Trust Company.

The storage rates on Wheat and Premium Charges on Corn and Soybeans for delivery shall not exceed 15/100 of one cent per bushel per day.

The storage rates on Oats for delivery shall not exceed 13/100 of one cent per bushel per day.

(10/01/03)

Ch10 Regularity of Warehouses

1081.01 Regularity of Warehouses and Issuers of Shipping Certificates - Warehouses or shipping stations may be declared regular for the delivery of grain with the approval of the Exchange. Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two-year term beginning July 1 of that year, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating grain warehouses or shipping stations who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease at which time a notice will be posted by the Exchange. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding certificates at the facility is equal to or less than 20 times the requested rate of loading, whichever is later. Persons operating grain warehouses or shipping stations who wish to have their regular capacity space decreased shall file with the Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted by the Exchange. Applications for a renewal of regularity shall be made prior to May 1 of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for regularity as it deems necessary.

The following shall constitute the minimum requirements and conditions for regularity of grain warehouses and shipping stations:

(1) The warehouse or shipping station making application shall be inspected by the Exchange or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

See Regulation C1081.01(1)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts.

See Regulation S1081.01(1)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(2) Such warehouse shall be connected by railroad tracks with one or more railway lines.

See Regulation C1081.01(2)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts

See Regulation S1081.01(2)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(3) The proprietor or manager of such warehouse or shipping station shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No warehouse or shipping station shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties, or deposits with the Exchange, treasury securities, or other collateral deemed acceptable to the Exchange, in such sum and subject to such conditions as the Exchange may require. Any such sums shall be reduced by SEC haircuts, as specified in SEC Rule 15c3-1(c)(2)(vi), (vii) and (viii). If the warehouseman/shipper deposits treasury securities or any other collateral with the Exchange, it must execute a security agreement on a form prescribed by the Exchange.

(4) Such warehouse or shipping station shall be provided with modern improvements and appliances for the convenient and expeditious receiving, handling and shipping of grain in bulk.

(5) The proprietor or manager of such warehouse or shipping station shall comply with the system of registration of warehouse receipts or shipping certificates as established by the Exchange, and shall furnish accurate information to the Exchange regarding all grain received and delivered by the warehouse or shipping station on a daily basis, and that remaining in store at the close of each week, in the form prescribed by the Exchange.

(6) Safeguarding Condition of Grain in Warehouses.

(a) The Board of Trade shall designate an agency for registration of public warehouse receipts, and only public warehouse receipts registered with such agency shall be within the provisions of paragraph (b) following.

(b) Whenever in the opinion of the operator of the warehouse any grain stored in a public warehouse under his jurisdiction should be loaded out in order to protect the best interests of the parties concerned, such operator shall notify the agency giving the location and grades of such grain. The agency shall immediately notify an appropriate grain inspection service who shall at once proceed to the warehouse in which the grain is stored and examine it in conjunction with the Superintendent of such warehouse. If the grain inspection service agrees with the Superintendent that the grain should be moved, it shall so notify the Registrar of the Chicago Board of Trade. If the grain inspection service does not agree with the Superintendent that the grain should be moved, the operator of the warehouse shall have a right to appeal to the Business Conduct Committee of the Board of Trade. If on such appeal the Business Conduct Committee shall agree with the Superintendent that the grain should be moved, the Business Conduct Committee shall so notify the Registrar of the Board of Trade, and the warehouse receipts covering the above specified lot or lots of grain shall no longer be regular for delivery on Board of Trade future contracts. Upon receiving such notice, either from the grain inspection service, or from the Business Conduct Committee, the Registrar shall notify the holder, or holders, or their agents, together with the Chairman of the Business Conduct Committee, of the total quantity of the grade of grain in question (selecting the oldest registered warehouse receipt for such grain first, then such additional registered warehouse receipts in the order of their issuance as may be necessary to equal such total quantity of grain). When this information reaches the Chairman of the Business Conduct Committee he shall appoint a Committee consisting of five disinterested handlers of cash grain, which Committee shall meet at once and after taking into consideration various factors that establish the value of the grade of the receipts held by such owner or owners, shall determine the fair value of the grain, which price shall be that to be paid by the operator. If the price offered is not satisfactory, a Committee appointed by the Chairman of the Business Conduct Committee (at the request of such owner), shall procure other offers for such grain, and such offers shall be immediately reported to the owner or his agent. If the owner refuses to accept any such offers, he shall have the two following business days to order and furnish facilities for loading such grain out of store, and during this period the warehouseman shall be obliged to deliver the grain called for by the warehouse receipts, but not more than three (3) days may elapse after notification by the Registrar to the holder of the receipt before satisfactory disposition shall have been made of the grain, either by sale to the operator or by the ordering out and furnishing facilities to load the same, provided the amount of such grain does not exceed 100,000 bushels in any one elevator. If the amount of grain in question exceeds 100,000 bushels, the owner, or owners, of the warehouse receipts shall be allowed forty-eight hours of grace over and above the before mentioned three days for each 100,000 bushels in excess of the first 100,000 bushels.

(c) In the event that the holder of the warehouse receipt, or his agent, fails to move the grain or make other satisfactory disposition of same within the prescribed time, it shall be held for his account, and any loss in grade sustained shall likewise be for his account.

(d) Nothing in the foregoing provisions shall be construed as prohibiting the warehouseman from fulfilling contracts from other stocks under his control.

(7) The proprietor or manager of such warehouse shall promptly, by the proper publication, advise the trade and the public of any damage to grain held in store by it, whenever such damage shall occur to an extent that will render it unwilling to purchase and withdraw from store, at its own cost, all such damaged grain.

(8) The Board shall be assured that the operator or manager of the warehouse or shipping station will agree to conform to Regulation 1049.03.

(9) The proprietor or manager of such warehouse shall permit the Exchange, at any time, to examine the books and records of the warehouse, for the purpose of ascertaining the stocks of all kinds of grain which may be on hand at any time. The Exchange shall have the authority to determine the quantity of grain in the elevators and to compare the books and records of the warehouse with the records of the Exchange.

(10) The proprietor or manager of a regular warehouse or shipping station shall give assurance that all grain received in and shipped out of such warehouse shall be weighed under the supervision of an agency approved by the Exchange.

(11) The warehouseman or shipper operating such warehouses or shipping stations shall not engage in unethical or inequitable practices, and shall comply with all applicable federal or state statutes, rules or regulations.

All warehousemen and shippers are and shall be and remain subject to the Rules, Regulations and Rulings of the Board of Trade of the City of Chicago on all subjects and in all areas with respect to which the U.S. Department of Agriculture does not assert jurisdiction pursuant to the U.S. Warehouse Act, as amended.

A regular warehouseman or an owner of warehouse receipts can make delivery in a strike bound elevator. The taker of delivery is liable for all storage charges. However, where the owner of warehouse receipts in a strike bound elevator delivered against futures contracts has a bona fide bid for like receipts in a strike free elevator and decides to load the grain out or sell his receipts, the strike bound warehouseman has the option:

(a) to provide that same quantity and like quality of grain in store in another regular warehouse, not on strike, in the same delivery market, or

(b) to provide that same quantity and like quality of grain in store at another location on mutually acceptable terms, or

(c) if no initial agreement can be reached as provided above, the strike bound warehouseman must buy his warehouse receipts back at the bid price in store for that same quantity and like quality of grain in a strike free elevator in the same delivery market or he has the alternative of proceeding as in (a) above. The bid (which must be a basis bid versus futures) referred to in this paragraph must be good for a minimum period of one hour and must be tendered in writing to the strike bound warehouseman between 1:30 p.m. and 4:30 p.m. on a business day and prior to 8:30 a.m., but not before 7:30 a.m., on the following business day.

The warehouseman must respond to the bid as outlined above within the time period during which the bid is alive.

Should the warehouseman question the validity of the bid, the question shall be referred to a Standing Committee which shall have been appointed on an annual basis by the Chairman of the Board, with the approval of the Board. The Committee shall consist of three members including one regular warehouseman with suitable alternates. In case the strike bound elevator involved is in a market other than that directly represented by the warehouseman appointed, the Chairman may designate a member in said alternate market who is familiar with cash grain values in that market. The sole duty of the Committee shall be to determine that the bid is bona fide. The Committee shall not express any opinion with respect to the economics of the bid.

Within the context of this Regulation, a strike bound elevator is defined as the facility itself

being on strike.

The maximum load-out charge on wheat and oats which has been tendered in satisfaction of the Board of Trade futures contracts shall be 6 cents per bushel.

The maximum premium for FOB conveyance on Corn and Soybean Shipping Certificates which have been tendered in satisfaction of Board of Trade futures contracts shall be 4 cents per bushel.

All fees for stevedoring services to load Corn and Soybeans into barges are to be paid by the issuer of the Corn or Soybean Shipping Certificate.

The premium for FOB conveyance is payable at the time of invoice.

(12) Load-Out Procedures.

A. Load-Out Procedures Grains -

1. Corn and Soybeans; Wheat from Chicago, Burns Harbor and St. Louis; and Oats from Chicago and Burns Harbor. An operator of a regular facility has the obligation of loading grain represented by warehouse receipts or shipping certificates giving preference to takers of delivery. When an operator of a facility regular for the delivery of grain receives one or more written loading orders for loading of grain against canceled warehouse receipts or shipping certificates, the operator shall begin loading against them within 3 business days following their receipt. When loadings against written loading orders cannot be completed on the fourth business day following their receipt, the operator shall continue loading against such loading orders on each business day thereafter. All warehousemen and shippers shall outload grain against canceled delivery instruments consecutively without giving preference of the type of delivery instrument, kind of grain or mode of transportation. He shall outload all such products in the order in which suitable transportation, clean and ready to load is constructively placed at his facility by the holder of the warehouse receipt or shipping certificate, pursuant to bona fide loading orders previously received, and at the loading rates provided in part B of this Regulation.

2. Wheat from Toledo and Oats from Minneapolis-St. Paul - All warehousmen shall inload and outload all agricultural products consecutively without giving preference to the products owned by him over the products of others, and without giving preference to one depositor over another. He shall inload all such products consecutively in the order in which they arrive at his warehouse, pursuant to the inloading orders previously received so far as the warehouse capacity for grain and grade permits. He shall outload all such product s in the order in which suitable transportation, clean and ready to load is constructively placed at his warehouse by the holder of the warehouse receipt, pursuant to bona fide outloading orders previously received, except as provided in part B of this Regulation.

3. It shall be the responsibility of the warehouse receipt or shipping certificate holder to supply suitable transportation. Hopper cars shall be considered suitable transportation if they can be sampled by pelican in a manner approved by the appropriate grain sampling agency. Trucks and non-suitable hopper cars may be loaded only with the express agreement of the warehouseman.

Constructive placement at a warehouse or shipping station shall be defined as follows:

(1) Rail cars-as defined in the appropriate Railroad Freight Tariff on file with the Interstate Commerce Commission;

(2) Barges-Positioned at an appropriate fleeting service serving the designated delivery point as defined by the Barge Freight Trading Rules (Affreightment) of the National Grain and Feed Association;

(3) Vessels-In possession of the appropriate Federal Grain Inspection Service and/or National Cargo Bureau documents certifying readiness to accept load-out at the designated delivery point.

It shall be the responsibility of the warehouse receipt or shipping certificate holder to request the warehouseman to arrange for all necessary Federal Grain Inspection Service and stevedoring service. The warehouse receipt or shipping certificate holder may specify the stevedoring service to be called. The warehouseman shall not be held responsible for non-availability of these

services.

B. Load-Out Rates for Grain - In the event a regular grain warehouse or shipping station receives written loading orders for load-out of grain against canceled warehouse receipts or shipping certificates, the warehouseman or shipper shall be required to load out grain beginning on the third business day following receipt of such loading orders or on the day after a conveyance of the type identified in the loading orders is constructively placed, whichever occurs later. The rate of load-out for warehouses in Toledo and Minneapolis-St. Paul shall be at the normal rate of load-out for the facility. The load-out rate for warehouses/shipping stations in Chicago and Burns Harbor and for wheat warehouses in St. Louis shall depend on the conveyance and type of grain being loaded and shall not be less than the following per business day:

	Rail Conveyance or Water Conveyance			
	(When receipt holder requests in writing individual weights and grades per car load)	(When receipt holder requests in writing batch weights and grades)/1/	Vessel or	Barge
Wheat, Corn, Soybeans	25 Hopper Cars	35 Hopper Cars	300,000 Bushels	3 Barges
Oats	15 Hopper Cars	20 Hopper Cars	180,000 Bushels	2 Barges

/1/ A batch weight and grade shall refer to a buyer's request in writing for 1 weight and 1 grade per 5 rail cars.

Barge load-out rates for corn and soybeans will be at the shipping station's registered daily rate of loading. When wheat and corn or soybeans or when oats and corn or soybeans are in the lineup for loading, the higher loading rate will apply for total barge loadings on that day. However, a warehouseman or shipper is not obligated to load barges of one type of grain that exceeds the daily barge loading rate for that type of grain. Corn and soybeans are considered one type of grain for this regulation pertaining to barge loading rates.

Regular grain warehouses and shipping stations shall not be required to meet these minimum load-out rates when transportation has not been actually placed at the warehouse, transportation equipment is not clean and load ready, inspection services are not available, a condition of force majeure exists, inclement weather, including severe ice conditions, prevents loading, or stevedoring services are not available in the case of water conveyance. However, the exceptions to load-out requirements shall not include grains or soybeans which have not made grade. If precluded from loading when equipment is available, the warehouseman/shipper shall notify the owner by 10:00 a.m. the following business day.

In addition, regular warehouses in Toledo and Minneapolis-St. Paul shall not be required to meet the minimum load-out rate for a conveyance when a "like" conveyance has been constructively placed for load-in prior to the "like" conveyance for load-out. However, when a conveyance for load-out is constructively placed after a "like" conveyance for load-in, the warehouse will load-in grain from the "like" conveyance at the normal rate of load-in for the facility. This rate of load-in shall depend on the conveyance(s) being unloaded and shall not be less than the following minimums per business day:

	Rail Conveyance or Water Conveyance		
		Vessel or	Barge
Wheat, Corn, Soybeans	35 Hopper Cars	50,000 Bushels	1 Barge
Oats	20 Hopper Cars	50,000 Bushels	1 Barge

Regular warehouses shall not be required to meet these minimum load-in rates when a condition of force majeure exists, inspection services are not available, inclement weather prevents unloading, or stevedoring services are not available in the case of water conveyance.

Any increased overtime costs and charges for trimming and FGIS to meet minimum load-out requirements shall be borne by warehouseman.

Vessel loading shall require 3 days pre-advice to warehouseman prior to the date of arrival of the vessel. Failure to provide pre advice may delay loading by the same number of days pre-advice is delayed prior to date of arrival of the vessel.

Inability of a warehouse receipt holder to provide conveyance at an elevator in a timely manner will affect load-out of barges accordingly.

For purposes of this regulation, vessel and barge are "like" conveyances.

C. Notification to Warehouse/Shippers - The warehouse operator or shipping station shall load-in and load-out grains in the order and manner provided in parts A and B of this Regulation, except that his obligation to load-out grain to a given party shall commence no sooner than three business days after he receives cancelled warehouse receipts/shipping certificates and written loading orders from such party, even if such party may have a conveyance positioned to accept load-out of grain before that time. If the party taking delivery presents transportation equipment of a different type (rail, barge, or vessel) than that specified in the loading orders, he is required to provide the warehouse operator with new loading orders, and the warehouse operator shall be obligated to load-out grain to such party no sooner than three business days after he receives the new loading orders. Written loading orders received after 2:00 p.m. (Chicago time) on a given business day shall be deemed to be received on the following business day. Warehouse receipts/shipping certificates cancelled after 4:00 p.m. shall be deemed to be cancelled on the following business day. Written loading orders must be received no later than two business days after warehouse receipts/shipping certificates are cancelled. If the owner decides against loading out grain within two business days after receipts/certificates are cancelled, he may notify the warehouseman/shipper that warehouse receipts/shipping certificates are to be re-issued. In the case of rice, oats, or wheat, if the warehouseman is notified by 12:00 noon, re-issued receipts shall be deliverable by 4:00 p.m. the following business day. Requests to re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

The warehouseman/shipper shall transmit to the Registrar by 11:00 a.m. the name, location of warehouse/shipping facility, and number of delivery vessels/barges/rail cars constructively placed that day. The Registrar shall maintain a current record of the number of delivery vessels/barges/rail cars constructively placed and shall be responsible for posting this record on the Exchange Floor and the CBOT website.

D. Storage and Premium Charges - Storage payments [and Premium Charges] on [grain] wheat and oats to be shipped pursuant to loading orders shall cease on the tenth business day after suitable transportation is constructively placed for load-out or loading is complete, whichever is earlier. Premium charges for corn and soybeans to be shipped pursuant to loading orders shall cease on the business day loading is complete.

E. Records - All warehousemen and shippers shall keep adequate permanent records showing compliance with the requirements of this Regulation. Such records shall at all times be open for inspection by the designated official or officials of the contract market.

F. Certification of Corn, Soybeans and Wheat - Upon written request by a taker of delivery at the time loading orders are submitted for the delivery of corn, soybeans or wheat against canceled warehouse receipts/shipping certificates, the delivery warehouseman/shipper shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the grain is of U.S. origin only.

G. Barge Load-Out Procedures for Corn and Soybeans - When corn or soybeans represented by shipping certificates are ordered out for shipment by water conveyance, the regular shipper has the obligation to load-out grain at his registered daily rate of loading. The shipper's obligation shall begin to a party no sooner than 3 business days after he receives canceled certificates and written loading orders from the party or 1 business day after the constructive placement of the water conveyance, whichever is later.

(1) All loading orders and shipping instructions received by 2:00 p.m. on a given business day shall be considered dated that day. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day. "To be nominated" (TBN) barge identities are acceptable in loading orders. Load-out shall be in the order in

which barge equipment clean and ready to load is constructively placed at the appropriate fleeting service serving the designated delivery point. Load-out of transportation constructively placed on the same day shall be in the order in which loading orders and shipping instructions were received. Notification of loading orders and shipping instructions must be in writing to the shipper.

(2) When loading orders and shipping instructions are received by 2:00 p.m. on any given business day, the shipper will advise the owner by 10:00 a.m. the following business day of the scheduled loading dates. Scheduled loading dates are estimated based on constructively placed equipment and current loading orders. These dates are subject to change if conditions covered in Regulation 1081.01(12)(G)(5) preclude the shipper from meeting his minimum daily barge load-out rate or if barges for subsequent loading orders are constructively placed. Notification will be by telephone, mail, or fax to the owner. Shipper is required to provide scheduled loading dates at owner's request.

(3) Official grades as loaded into the water conveyance shall govern for delivery purposes.

(4) Official weights as loaded into the barge shall govern for delivery purposes when available. When official weights are available at the shipping station, the shipping certificates are considered a minimum/maximum quantity with overfills/underfills settled by mutual agreement. When official weights as loaded into the barge are not available it is the responsibility of the taker to obtain official weights at the destination. Any other governing weights and methods of obtaining weights and any such other information on the weighing process must be mutually accepted by the maker and taker of delivery before the barge is loaded. When the official weight becomes known for a barge, overfills and underfills will be settled on the market value, expressed as a basis, for grain FOB barge at the barge loading station on the day that the grain is loaded. Before the barge is loaded, the taker and maker of delivery will agree on a basis over or under the nearby futures that overfills and underfills will be settled on. On the day that the weight tolerance becomes known to both parties, the flat price settlement will be established by applying the basis to the nearby futures month settlement price on the day of unloading or the day of loading if origin weights are used. If the day of unloading is the last trading day in the nearby futures month, the next following futures month will be used for settlement. If the day of unload is not a business day, the next following business day will be used to establish the flat price. In order to convert the agreed upon basis on the day that the grain was loaded to a basis relative to the current nearby futures month, the futures spread on the day of loading will be used, provided that, the nearby futures did not close outside of the price limits set for all other futures months. In this case, the spread on the first following business day that the nearby futures closed within the price limits applicable for all other futures months would be used.

(5) The shipper shall not be required to meet his minimum daily barge load-out rate when transportation has not been actually placed at the shipping station, transportation equipment is not clean and load ready, inspection services are not available, or inclement weather, including severe ice conditions, prevents loading. However, the exceptions to load-out requirements shall not include corn or soybeans that have not made grade. If precluded from loading when equipment is available, the shipper shall notify the owner by 10:00 a.m. the following business day. Notification shall be by telephone, e-mail or fax to the owner.

(6) For Illinois Waterway barge loading at Burns Harbor, Regulation 1081.01(13)(A.)(a) pertaining to the protection of the Chicago barge rate and inclement weather will apply.

(7) Any expense for making the grain available for loading on the Illinois Waterway will be borne by the party making delivery, provided that the taker of delivery constructively places barge equipment clean and ready to load within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway. If the taker's barges are not constructively placed within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway, the taker shall pay the shipper an amount not to exceed 30/100 of one cent per bushel per day multiplied by the number of calendar days from the fifth business day following the scheduled loading date to the date that the barge is constructively placed, including both dates, but excluding business days the shipper meets his minimum daily barge load-out rate. Requests to cancel loading instructions and re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner

(8) The shipper shall load water conveyance at the shipping station designated in the Shipping Certificate. If it becomes impossible to load at the designated shipping station for three (3) consecutive business days because of an Act of God, fire, flood, wind, explosion, war, embargo, civil commotion, sabotage, law, act of government, labor difficulties or other condition of force majeure, the shipper will arrange for water conveyance to be loaded at another regular shipping station in conformance with the Shipping Certificate and will compensate the owner for any transportation loss resulting from the change in the location of the shipping

station. If the aforementioned condition of impossibility prevails at a majority of regular shipping stations, then shipment may be delayed for

the number of days that such impossibility prevails at a majority of regular shipping stations. If conditions covered in this regulation make it impossible to load at the designated shipping station, the shipper shall notify the Registrar's Office in writing of such condition within 24 hours of when the condition of impossibility began.

(9) See Regulation C1081.01(12)G(9)-Regularity of Warehouses and Issuers of Shipping Certificates for Corn futures contracts.

See Regulation S1081.01(12)G(9)-Regularity of Warehouses and Issuers of Shipping Certificates for Soybean futures contracts.

(10) In the event less than eleven shipping certificates of a like grade/quality are outstanding at a shipping station the owner of all such outstanding shipping certificates may cancel the shipping certificates and obligate the shipper to provide a market value at which the shipper will either buy back all the canceled shipping certificates or sell the balance of Corn or Soybeans of a like grade/quality to complete a barge loading of at least 55,000 bushels, the choice being at the discretion of the taker of delivery.

(13) Location.

A. Corn. See Regulation C1081.01(13)-Location for Corn futures contracts.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by warehouse receipts or shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Switching District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for barge loadings for a period of five or more calendar days, the party making delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved from the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which the barge cannot be moved.

(b) When grain represented by warehouse receipts or shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or

shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the warehouse receipts or shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse in Burns Harbor upon the surrender of warehouse receipts or shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

See Regulation C1081.01(13)-Location for Corn futures contracts.

B. Oats. For the delivery of oats, regular warehouses may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District (subject to the provisions of paragraph A above) or within the Minneapolis, Minnesota or St. Paul, Minnesota Switching Districts.

Delivery in the Minneapolis or St. Paul Switching District must be made "in store" in regular elevators providing barge-loading facilities and maintaining water depth equal to the average draft of the current barge loadings in the Minneapolis and St. Paul barge-loading districts.

However, deliveries of oats may be made in interior off-water elevators within the Minneapolis or St. Paul Switching District, PROVIDED that the party making delivery makes the oats available upon call within seven calendar days to load into a barge at one river location in the Minneapolis or St. Paul barge-loading district. The party making delivery must declare, within one business day after receiving warehouse receipts and loading orders, the river location at which the oats will be made available. Any additional expense incurred to move delivery oats from an off-water elevator into barges shall be borne by the party making delivery; PROVIDED that the party taking delivery presents barge equipment clean and ready to load within fifteen calendar days from the time warehouse receipts and loading orders are tendered to the delivering party.

Official weights and official grades as loaded into the barge shall govern for delivery

purposes.

C. Wheat. For the delivery of wheat, regular warehouses may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District (subject to the provisions of Paragraph A above), within the Toledo, Ohio Switching District, or with respect to only No. 1 Soft Red Winter and No. 2 Soft Red Winter Wheat, within the St. Louis-East St. Louis or Alton Switching Districts.

Delivery in Toldeo must be made "in store" in regular elevators providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

However, deliveries of wheat may be made in off-water elevators within the Toledo, Ohio Switching District PROVIDED that the party making delivery makes the grain available upon call within five calendar days to load into water equipment at one water location within the Toledo, Ohio Switching District. The party making delivery must declare within one business day after receiving warehouse receipts and loading orders the water location at which wheat will be made available.

Any additional expense incurred to move delivery grain from an off-water elevator into water facilities shall be borne by the party making delivery; PROVIDED that the party taking delivery presents water equipment clean and ready to load within fifteen calendar days from the time the grain has been made available.

Official weights and official grades as loaded into the water equipment shall govern for delivery purposes.

Delivery in the St. Louis-East St. Louis or Alton Switching Districts must be "in store" in regular elevators providing barge loading facilities and maintaining water depth equal to the average draft of the current barge loadings in the St. Louis-East St. Louis and Alton barge loading districts.

D. Soybeans. See Regulation S1081.01(13)-Location for Soybean futures contracts.

(14) Billing

A. Wheat, Corn, Soybeans and Oats (Chicago delivery). The Chicago warehouseman is not required to furnish transit billing on grain represented by warehouse receipt deliveries in Chicago, Illinois. Delivery shall be flat.

B. Oats (Minneapolis, St. Paul delivery).

(1) When oats represented by warehouse receipts delivered in Minneapolis or St. Paul are ordered out for shipment by rail, it shall be the obligation of seller to furnish, no later than when cars are placed or constructively placed at the elevator, to the party taking delivery, inbound Freight Bills (rail tonnage or order equivalent truck or barge tonnage) protecting the applicable proportional rate applicable to Chicago from the warehouse in which the grain is located. The Freight Bills shall be for the kind and quantity of the commodity designated by the warehouse receipt and must permit such commodity to be shipped at the minimum proportional rate applicable to Chicago effective as of the date of shipment from point of origin shown by the Freight Bill.

(a) Delivery at Minneapolis. When delivery is made at an elevator within the Minneapolis Switching District, such Freight Bills must permit one further free transit stop at interior transit points or be accompanied by a check to cover one such transit stop.

(b) Delivery at St. Paul. When delivery is made at an elevator within the St. Paul Switching District, such Freight Bills must permit one further free transit stop at interior transit points, or be accompanied by a check to cover such transit stop, and in addition must also permit movement to industries within the switching limits of Minneapolis at no greater cost than the maximum switching charges between industries located with the switching limits of Minneapolis.

(2) In lieu of the Freight Bills or order equivalent tonnage specified above, seller may furnish to the party taking delivery "short-rate" Freight Bills or make compensation as specified in Section (b).

(a) "Short-rate" Freight Bills (which otherwise conform to the requirements of this Regulation). "Short-rate" Freight Bills shall be accompanied by a certified check, or other acceptable payment, in an amount equal to the difference between the freight charges which would be incurred in shipping the quantity of the commodity from Minneapolis to Chicago (based on the proportional rate applicable in connection with such "short-rate" Freight Bills) and the freight charges for such shipment based on the minimum proportional tariff rate applicable in connection with Freight Bills other than "short-rate" Freight Bills showing shipment from points of origin as of the same date as the "short-rate" Freight Bills furnished.

(b) Compensation in Lieu of Freight Bills or order equivalent tonnage. A certified check or other acceptable payment may be substituted for Freight Bills provided it is in an amount equal to the difference between the freight charges which would be incurred in shipping the commodity from Minneapolis to Chicago based on the flat tariff rate effective as of the date of loading for rail shipment and the charges for such shipment based on the minimum proportional tariff rate effective as of the same date.

(3) Due Bills issued by the Western Weighing and Inspection Bureau may be used when necessary in lieu of Freight Bills that conform to the provisions of this Regulation. Such Due Bills may be surrendered by the seller to the party loading out delivery grain by rail when such Freight Bills are not yet available because of the unloading of the commodity into an elevator during the last few days of the delivery month or on the delivery of "Track" grain. Such Due Bills shall specify the date, origin and rate of the Freight Bills in lieu of which they are issued and shall be completely filled out except for the signature.

(4) The term Freight Bills as used in this Regulation means the recorded inbound paid Freight Bills, authorized duplicates thereof, or tonnage credit slips, conforming to the rules and regulations of Western Trunk Line Tariff No. 331-Z, Fred Ofcky, Agent, ICC No. A-4774, amendments thereto or reissues thereof.

C. Wheat (Toledo and St. Louis delivery). The warehouseman is not required to furnish transit billing on wheat represented by warehouse receipts delivery in Toledo, Ohio, St. Louis, Missouri, East St. Louis, Illinois, or Alton, Illinois. Delivery shall be flat.

D. Corn. See Regulation C1081.01(14)-Billing for Corn futures contracts.

E. Soybeans. See Regulation S1081.01(14)-Billing for Soybean futures contracts.

F. Wheat, Corn, Soybeans and Oats (Burns Harbor Delivery). When grain represented by warehouse receipts delivered in Burns Harbor is ordered out for shipment by rail, it will be the obligation of the party making delivery to protect the Chicago rail rate, if lower, which would apply to the owner's destination had a like kind and quantity of grain designated on warehouse receipts been loaded out and shipped from a regular warehouse located in the Chicago Switching District. If grain is loaded out and shipped to an industry in the Chicago Switching District, the party making delivery will protect the minimum, crosstown switch charge in the Chicago Switching District.

When rail loading orders are submitted, the party taking delivery shall state in writing if he elects to receive the applicable rail rates from Burns Harbor or Chicago. If the party taking delivery specifies Burns Harbor, the party making delivery will load rail cars at the Burns Harbor warehouse and will not be required to protect the Chicago rates.

If the party taking delivery specifies Chicago rates, the party making delivery will declare on the day that the grain is ordered out for shipment by rail, the warehouse at which the grain will be made available, which is operated by the party making delivery and is located either in the Burns Harbor or the Chicago Switching Districts. If the declared warehouse is located in the Chicago Switching District, the party making delivery will provide only that billing specified in Regulation 1081.01(14)A.

However, if the declared warehouse is located in Burns Harbor and the rail rate from Chicago or the minimum Chicago crosstown switch charge requires protection, the party making delivery will compensate the party taking delivery. The compensation shall be in an amount equivalent to the difference of the freight charges from Burns Harbor and the freight charges which would be applicable had the grain been loaded at and shipped from a warehouse located in the Chicago Switching District to the owner's destination.

(15) Persons operating regular warehouses or shipping stations shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a warehouse's or shipper's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

(16) Persons operating regular warehouses or shipping stations shall consent to the disciplinary

jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the warehouse or shipping station was regular.

(17) The Exchange may determine not to approve warehouses or shipping stations for regularity or increases in regular capacity of existing regular warehouses or shipping stations, in its sole discretion, regardless of whether such warehouses or shipping stations meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts or shipping certificates issued by such warehouses or shipping stations, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of futures contracts or impair the efficacy of futures trading in the relevant market, or whether the currently approved regular capacity provides for an adequate deliverable supply. (08/01/04)

1081.01A Inspection - Chicago Elevators - Any Grain Warehouses in Chicago, regular for the delivery of grain under the Rules and Regulations of the Association, shall require inbound and outbound inspections as mandated by the U.S. Grain Standards Act and/or the U.S. Warehouse Act.

Nothing herein shall negate the rights of persons shipping grain into or out of such Warehouses to request and obtain on such grain official sample lot inspections as defined in the U.S. Grain Standards Act, and such inspections or any appeal therefrom, shall be the settlement grade.

When grain is delivered in satisfaction of warehouse or shipping certificate, receipts, the holder of the warehouse receipts or shipping certificates shall be entitled to an official sample lot inspection as defined in the U.S. Grain Standards Act unless otherwise agreed. 3R (03/01/00)

1081.01B Billing When Grain is Loaded Out - The Board makes the following interpretations:

1. Is it then the obligation of the operator of the elevator to have such billing on hand backing all deliveries -or only (as the Regulation seems to state) when such grain is loaded out?

   The Regulations are explicit in stating that billing need be available when such grain is loaded out. The warehouseman makes the decision and takes the risk at the time of delivery and any time until the grain is ordered loaded if he does not have billing.

2. What is meant by equities?

   Equities are defined in the Regulation and do not include values occasioned by changes in freight rates as they would apply to the outboard movement. 43R (09/01/94)

1081.01C Car of Specified Capacity - Where a seller of an 80,000 Ib. capacity car shows conclusively that an 80,000 Ib. capacity car was ordered, and the railroad for its own convenience provided a 100,000 Ib. capacity car, the basis for settlement should be the same as though an 80,000 Ib. capacity car had been supplied. 14R (09/01/94)

1082.00 Insurance - Grain covered by warehouse receipts tendered for delivery must be insured against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Board of Directors. It shall be the duty of the operators of all regular warehouses to furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected. 292 (08/01/96)

1082.00A Insurance - The warehouseman shall insure grain and soybeans covered by warehouse receipts tendered for delivery against the contingencies provided for in the standard "All Risks" policy (including earthquakes). (09/01/94)

1083.00 Variation Allowed - Deliveries of grain in store may vary not more than one percent from the quantity contracted for: provided, however, that no lot in any one warehouse shall contain less than 5,000 bushels of any one grade. 291 (09/01/94)

1083.01 Excess or Deficiency in Quantity - In the load-out of grain from an elevator or warehouse, the quantity of gross grain covered by the warehouse receipt shall be loaded out, and any excess or deficiency between the quantity of net grain loaded out and the quantity of net grain covered by the warehouse receipt shall be paid for to or by (as the case may be) the elevator or warehouse proprietor or manager at the average market price on the day of load-out: the buyer to pay storage on the net weight covered by the warehouse receipt. In the event that in the final out-turn there is a shortage in the gross quantity called for in the receipt, the net quantity of grain required by the receipt shall be the factor in settlement, and any variation therefrom in the net amount of grain loaded out against the receipt shall be paid for by the elevator or warehouse proprietor or manager to the owner of the receipt at the average market price on the day of load-out. In the load-out of grain the gross quantity of grain, which includes dockage shall not exceed the net quantity by more than one percent.

1640 (09/01/94)

1084.01 Revocation, Expiration or Withdrawal of Regularity - Any regular warehouse or shipper may be declared by the Business Conduct Committee, or pursuant to Regulation 540.10, the Hearing Committee to be irregular at any time if it does not comply with the conditions above set forth. If the designation of a warehouse or shipper as regular shall be revoked, a notice shall be posted on the bulletin board announcing such revocation and also the period of time, if any, during which the receipts or certificates issued by such house or shipper shall thereafter be deliverable in satisfaction of futures contracts under the Rules and Regulations.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment of the properties where regularity is not reissued, holders of outstanding warehouse or shipping certificates receipts shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding warehouse receipt or shipping certificate chooses not to take load-out during this period, the facility must provide him with another warehouse receipt or shipping certificate at another, mutually acceptable regular warehouse or shipping station, with adjustments for differences in
-
contract differentials. Alternatively, if such warehouse receipt or shipping certificate is unavailable, the facility must provide the holder with 0an equivalent quantity and quality of the grain designated in the warehouse receipt or shipping certificate at a mutually acceptable location. 1621 (03/01/00)

1085.01 Application for Declaration of Regularity - All applications by operators of warehouses for a declaration of regularity under Regulation 1081.01 shall be on the following form:

WAREHOUSEMAN'S APPLICATION FOR A DECLARATION OF REGULARITY FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY

OF_____

(List Wheat, Oats or both)

_____
Date

BOARD OF TRADE OF THE CITY OF CHICAGO, INC
Chicago, Illinois

_____(hereinafter called the "Warehouseman") owner/lessee*
(Warehouseman Name) (Circle one)
of a warehouse located at _____ hereby
(Address, City, State, Zip)
submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Warehouse Receipts for delivery of _____ upon contracts
(List Wheat, Oats, or both)
for future delivery for a period beginning on July 1, 20__ and ending Midnight June 30, 20__.

The Warehouseman has a storage capacity of _____bushels of grain. If multiple warehouses exist at the location listed above, please indicate the name of the elevator.

Name of Elevator: _____.

*Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other applicable conditions specified in Regulation 1081.01, or any other relevant Rules and Regulations are not observed:

1. The Warehouseman must:

(1) submit bonds or letters of credit to the Exchange as it may require.

(2) submit to the Exchange a tariff listing in detail the rates for the handling and storage of grain; submit promptly to the Exchange all changes in such tariff; and publish and display such tariff.

The maximum storage rates on Wheat and Oats shall not exceed the storage rates defined in Regulation 1056.01. The maximum load-out charge shall not exceed the load-out charge defined in Regulation 1081.01(11).

(3) remove no CBOT registered Wheat and/or Oats from the warehouse unless the warehouse receipts have been previously cancelled by the Registrar's Office.

(4) notify the Exchange immediately of any change in its capital ownership, or any reduction in net worth of 20 percent or more from the level reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the warehouse.

(5) make such reports, keep such records, and permit such warehouse visitation as the Exchange or the Commodity Futures Trading Commission (CFTC) may require; and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

(6) insure against the contingencies provided for in a standard "All Risks" policy (including earthquake), in such amounts as required by the Exchange.

(7) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/ every even year.

(8) if the Warehouseman leases the warehouse or has entered into some form of service agreement pursuant to which an agent or contractor performs the daily operations of the warehouse, Warehouseman remains responsible for compliance with all duties and conditions of regularity and shall be responsible for the conduct of its agents or contractors.

2. The Warehouse must be:

(1) subject to the prescribed examination and approval of the Exchange.

(2) Equipped with standard equipment and appliances for the convenient and expeditious handling of grains in bulk.

3. The Warehouse and Warehouseman must conform to the requirements of the Exchange as to location, accessibility and suitability as may be prescribed by the Rules and Regulations of the Exchange.

AGREEMENTS OF WAREHOUSEMAN

The Warehouseman expressly agrees:

(1) that all grain tendered in satisfaction of futures contracts shall be weighed by an Official Weigher. An Official Weigher shall be a person or agency approved by the Exchange.

(2) that all warehouse receipts to be tendered in satisfaction of futures contracts will be registered with the Registrar of the Exchange.

(3) to abide by all of the Rules and Regulations of the Exchange relating to the warehousing of commodities deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1081.01, as applicable.

(4) to designate a clearing agent in Chicago authorized to act upon the Warehouseman's behalf in matters pertaining to Warehouse Receipts.

(5) that the Exchange may revoke the Warehouseman's declaration of regularity if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6, and to abide by and comply with the terms of any disciplinary decision imposed upon the Warehouseman or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(8) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Warehouseman was regular.

Please be advised that, pursuant to Regulation 1081.01 (17), the Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses in its sole discretion, regardless of whether such warehouses meet the conditions of regularity specified in Regulation 1081.01. Some factors the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of the Wheat or Oats futures contracts or impair the efficacy of futures trading in Wheat or Oats, or whether the currently approved regular capacity provides for an adequate deliverable supply.

_____

(Name)

_____

(Title)

_____

(Date)

(03/01/04)

1031

1086.01 Federal Warehouses - In compliance with Section 5a, subparagraph (7) of Commodity Exchange Act, receipts for grain stored in elevators (listed as Federally licensed in Appendices 10A, 10B, 10C, 10D and 10E) licensed under the United States Warehouse Act of August 11, 1916, as amended will be deliverable in satisfaction of futures contracts. 1829 (09/01/94)

Chapter 10C
Corn Futures

Ch10C Trading Conditions

C1001.01 Application of Regulations - Transactions in Corn futures shall be subject to the General Rules of the Association as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in Corn. (08/01/98)

C1004.01 Unit of Trading - (see 1004.00) (08/01/98)

C1005.01 Months Traded in - (see 1005.01A) (08/01/98)

C1006.01 Price Basis - (see 1006.00 and 1006.01) (08/01/98)

C1007.01 Hours of Trading - (see 1007.00 and 1007.02) (08/01/98)

C1008.01 Trading Limits - (see 1008.01 and 1008.02) (08/01/98)

C1009.01 Last Day of Trading - (see 1009.02) (08/01/98)

C1010.01 Margin Requirements - (see 431.03) (08/01/98)

C1012.01 Position Limits and Reportable Positions - (see 425.01) (08/01/98)

Ch10C Delivery Procedures

C1036.00 Grade Differentials - (see 1036.00) (08/01/98)

C1036.01 Location Differentials - Corn for shipment from regular shipping stations located within the Chicago Switching District or the Burns Harbor, Indiana Switching District may be delivered in satisfaction of Corn futures contracts at contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Lockport-Seneca Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Ottawa-Chillicothe Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 2 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Corn for shipment from regular shipping stations located within the Peoria-Pekin Shipping District may be delivered in satisfaction of Corn futures contracts at a premium of 3 cents per bushel over contract price, subject to the differentials for class and grade outlined above. (08/01/98)

C1038.01 Grades- (see 1038.00 and 1038.01) (08/01/98)

C1041.01 Delivery Points - Corn Shipping Certificates shall specify shipment from one of the warehouses or shipping stations currently regular for delivery and located in one of the following territories:

A. Chicago and Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Chicago Switching District will be that area geographically defined by Tariff ICC WTL 8020-Series and that portion of the Illinois Waterway at or above river mile 304 which includes the Calumet Sag Channel and the Chicago Sanitary & Ship Canal. When used in these Rules and Regulations, Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission.

B. Lockport-Seneca Shipping District - When used in these Rules and Regulations, the Lockport-Seneca Shipping District will be that portion of the Illinois Waterway below river mile 304 at the junction of the Calumet Sag Channel and the Chicago Sanitary & Ship Canal and above river mile 244.6 at the Marseilles Lock and Dam.

C. Ottawa-Chillicothe Shipping District - When used in these Rules and Regulations, the Ottawa-Chillicothe Shipping District will be that portion of the Illinois Waterway below river mile 244.6 at the Marseilles Lock and Dam and at or above river mile 170 between Chillicothe and Peoria, IL.

D. Peoria-Pekin Shipping District - When used in these Rules and Regulations, the Peoria-Pekin Shipping District will be that portion of the Illinois Waterway below river mile 170 between Chillicothe and Peoria, IL and at or above river mile 151 at Pekin, IL. (11/01/01)

C1043.01 Deliveries by Corn Shipping Certificate - (see 1043.01) (08/01/98)

C1043.02 Registration of Corn Shipping Certificates - (see 1043.02) (08/01/98)

C1046.01 Location for Buying or Selling Delivery - (see 1046.00A) (08/01/98)
Instruments

C1047.01 Delivery Notices - (see 1047.01) (08//01/98)

C1048.01 Method of Delivery - (see 1048.01) (08/01/98)

C1049.01 Time of Delivery, Payment, Form of Delivery - (see 1049.00) (08/01/98)
Notice

C1049.02 Time of Issuance of Delivery Notice - (see 1049.01) (08/01/98)

C1049.03 Buyer's Report of Eligibility to Receive Delivery - (see 1049.02)
(08/01/98)

C1049.04 Seller's Invoice to Buyers' - (see 1049.03) (08/01/98)

C1049.05 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firms settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

C1050.01 Duties of Members - (see 1050.00) (08/01/98)

C1050.02 Failure to Deliver - (see 1050.01) (12/01/03)

C1051.01 Office Deliveries Prohibited - (see 1051.01)

C1054.01 Failure to Accept Delivery - (see 1054.00, 1054.00A and 1054.01)
(12/01/03)

C1056.01 Payment of Premium Charges - (see 1056.01) (11/01/01)

Ch10C Regularity of Issuers of Shipping Certificates

C1081.01 Regularity of Warehouses and Issuers of Shipping Certificates -Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1, 1994, and every even year thereafter, for a two-year term beginning July 1, 1994, and every even year thereafter, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted on the floor or the exchange, or the day after the application is approved by the Exchange, whichever is later. Applications for a renewal of regularity shall be made prior to May 1, 1994, and every even year thereafter, for the respective years beginning July 1, 1994, and every even year thereafter, and shall be on the same form.

The following shall constitute the requirements and conditions for regularity:

(1) The warehouse or shipping station making application shall be inspected by the Registrar or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

The operator of a shipping station issuing Corn Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not to exceed:

(a) 20 times his registered total daily rate of loading barges, or in the case of Chicago, Illinois and Burns Harbor, Indiana Switching Districts, his registered storage capacity,

(b) and a value greater than 50 percent of the operator's net worth.

The shipper issuing Corn Shipping Certificates shall register his total daily rate of loading barges at his maximum 8 hour loadout capacity in amount not less than:

(a) one barge per day at each shipping station within the Lockport-Seneca Shipping District, within the Ottawa-Chillicothe Shipping District, within the Peoria-Pekin Shipping District, within the Havana-Grafton Shipping District, and within the St. Louis-East St. Louis and Alton Switching Districts, and

(b) three barges per day at each shipping station in the Chicago, Illinois and Burns Harbor, Indiana Switching District.

(2) Shippers located in the Chicago, Illinois and Burns Harbor, Indiana Switching District shall be connected by railroad tracks with one or more railway lines.

C1081.01(3) through C1081.01(12)G(8) - (see 1081.01(3) through 1081.01(12)G(8))

C1081.01(12)G(9) In the event that it has been announced, by the U.S. Coast Guard, after consulting with the Army Corps of Engineers and the River Industry Action Committee, that river traffic will be obstructed for a period of fifteen days or longer as a result of one of the conditions of impossibility listed in regulation 1081.01(12)(G)(8) and in the event that the obstruction will affect a majority of regular shipping stations, then the following barge load-out procedures for Corn shall apply to shipping stations upriver from the obstruction:

(a) The maker and taker of delivery may negotiate mutually agreeable terms of performance.

(b) If the maker and/or the taker elect not to negotiate mutually agreeable terms of performance, then the maker is obligated to provide the same quantity and like quality of grain pursuant to the terms of the shipping certificate(s) with the following exceptions and additional requirements:

(i) The maker must provide loaded barge(s) to the taker on the Illinois River between the lowest closed lock and St. Louis, inclusive, or on the Mid-Mississippi River between Lock 11 at Dubuque, Iowa and St. Louis, inclusive.

(ii) The loaded barge(s) provided to the taker must have a value equivalent to C.I.F. NOLA, with the maker of delivery responsible for the equivalent cost, insurance and freight.

(iii) The taker of delivery shall pay the maker 18 cents per bushel for Chicago and Burns Harbor Switching District shipping certificates, 16 cents per bushel for Lockport-Seneca District shipping certificates, 15 1/2 cents per bushel for Ottawa-Chillicothe District shipping certificates, and 15 cents per bushel for Peoria-Pekin District shipping certificates, as a reimbursement for the cost of barge freight.

(c) In the event that the obstruction or condition of impossibility listed in regulation 1081.01(12)(G)(8) will affect a majority of regular shipping stations, but no announcement of the anticipated period of obstruction is made, then shipment may be delayed for the number of days that such impossibility prevails.

C1081.01(13) Location - For the delivery of Corn, regular warehouses or shipping stations may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District or within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Switching District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for barge loadings for a period of five or more calendar days, the party making delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved from the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which the barge cannot be moved.

(b) When grain represented by shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse or shipping station in Burns Harbor upon the surrender of shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

Delivery within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Illinois River maintained by the Corps of Engineers.

C1081.01(14) Billing - (see 1081.01(14)A and 1081.01(14)F)

C1081.01(15) through C1081.01(17) - (see 1081.01(15) through 1081.01(17)) (01/01/04)

C1081.01A Inspection - (see 1081.01A) (08/01/98)

C1081.01B Billing When Grain is Loaded Out - (see 1081.01B) (08/01/98)

C1081.01C Car of Specified Capacity - (see 1081.01C) (08/01/98)

C1082.01 Insurance - (see 1082.00) (08/01/98)

C1083.01 Variation Allowed - (see 1083.00) (08/01/98)

C1083.02 Excess or Deficiency in Quantity - (see 1083.01) (08/01/98)

C1084.01 Revocation, Expiration or Withdrawal of Regularity - (see 1084.01) (08/01/98)

C1085.01 Application for Declaration of Regularity - (see 1085.01) (08/01/98)

C1086.01 Federal Warehouses - (see 1086.01) (08/01/98)

Chapter 10S
Soybean Futures

Chapter 10S
Soybean Futures

Ch10S Trading Conditions

S1001.01 Application of Regulations - Transactions in Soybean futures shall be subject to the General Rules of the Association as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in Soybeans.

S1004.01 Unit of Trading - (see 1004.00) (08/01/98)

S1005.01 Months Traded in - (see 1005.01A) (08/01/98)

S1006.01 Price Basis - (see 1006.00 and 1006.01) (08/01/98)

S1007.01 Hours of Trading - (see 1007.00 and 1007.02) (08/01/98)

S1008.01 Trading Limits - (see 1008.01 and 1008.02) (08/01/98)

S1009.01 Last Day of Trading - (see 1009.02) (08/01/98)

S1010.01 Margin Requirements - (see 431.03) (08/01/98)

S1012.01 Position Limits and Reportable Positions - (see 425.01) (08/01/98)

S1036.00 Grade Differentials - (see 1036.00) (08/01/98)

S1036.01 Location Differentials - Soybeans for shipment from regular shipping stations located within the Chicago Switching District or the Burns Harbor, Indiana Switching District may be delivered in satisfaction of Soybean futures contracts at contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Lockport-Seneca Shipping District may be delivered in satisfaction of soybean futures contracts at a premium of 2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Ottawa-Chillicothe Shipping District may be delivered in satisfaction of Soybean futures contracts at a premium of 2 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Peoria-Pekin Shipping District may be delivered in satisfaction of Soybean futures contracts at a premium of 3 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located within the Havana-Grafton Shipping District may be delivered in satisfaction of soybean futures contracts at a premium of 3 1/2 cents per bushel over contract price, subject to the differentials for class and grade outlined above. Soybeans for shipment from regular shipping stations located in the St. Louis-East St. Louis and Alton Switching Districts may be delivered in satisfaction of Soybean futures contracts at a premium of 6 cents per bushel over contract price, subject to the differentials for class and grade outlined above. (08/01/98)

S1038.01 Grades - (see 1038.00 and 1038.01) (08/01/98)

S1041.01 Delivery Points - Soybean Shipping Certificates shall specify shipment from one of the warehouses or shipping stations currently regular for delivery and located in one of the following territories:

A. Chicago and Burns Harbor, Indiana Switching District - When used in these Rules and Regulations, the Chicago Switching District will be that area geographically defined by Tariff ICC WTL 8020-Series and that portion of the Illinois Waterway at or above river mile 304 which includes the Calumet Sag Channel and the Chicago Sanitary & Ship Canal. When used in these Rules and Regulations, Burns Harbor, Indiana Switching District will be that area geographically defined by the boundaries of Burns Waterway Harbor at Burns Harbor, Indiana which is owned and operated by the Indiana Port Commission.

B. Lockport-Seneca Shipping District - When used in these Rules and Regulations, the Lockport-Seneca Shipping District will be that portion of the Illinois Waterway below river mile 304 at the junction of the Calumet Sag Channel and the Chicago Sanitary & Ship Canal and above river mile 244.6 at the Marseilles Lock and Dam.

C. Ottawa-Chillicothe Shipping District - When used in these Rules and Regulations, the Ottawa-Chillicothe Shipping District will be that portion of the Illinois Waterway below river mile 244.6 at the Marseilles Lock and Dam and at or above river mile 170 between Chillicothe and Peoria, IL.

D. Peoria-Pekin Shipping District - When used in these Rules and Regulations, the Peoria-Pekin Shipping District will be that portion of the Illinois Waterway below river mile 170 between Chillicothe and Peoria, IL and at or above river mile 151 at Pekin, IL.

E. Havana-Grafton Shipping District - When used in these Rules and Regulations, the Havana-Grafton Shipping District will be that portion of the Illinois Waterway below river mile 151 at Pekin, IL to river mile 0 at Grafton, IL.

F. St. Louis-East St. Louis and Alton Switching Districts - When used in these Rules and Regulations, St. Louis-East St. Louis and Alton Switching Districts will be that portion of the upper Mississippi River below river mile 218 at Grafton, IL and above river mile 170 at Jefferson Barracks Bridge in south St. Louis, MO. (11/01/01)

S1043.01 Deliveries by Soybean Shipping Certificate - (see 1043.01) (08/01/98)

S1043.02 Registration of Soybean Shipping Certificates - (see 1043.02) (08/01/98)

S1046.01 Location for Buying or Selling Delivery Instruments - (see 1046.00A) (08/01/98)

S1047.01 Delivery Notices - (see 1047.01) (08//01/98)

S1048.01 Method of Delivery - (see 1048.01) (08/01/98)

S1049.01 Time of Delivery, Payment, Form of Delivery Notice - (see 1049.00) (08/01/98)

S1049.02 Time of Issuance of Delivery Notice - (see 1049.01) (08/01/98)

S1049.03 Buyer's Report of Eligibility to Receive Delivery - (see 1049.02) (08/01/98)

S1049.04 Seller's Invoice to Buyers - (see 1049.03) (08/01/98)

C1049.05 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firms settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

S1050.01 Duties of Members - (see 1050.00) (08/01/98) (see 1056.01) (11/01/01)

S1050.02 Failure to Deliver - (see 1050.01) (12/01/03)

S1051.01 Office Deliveries Prohibited - (see 1051.01)

S1054.01 Failure to Accept Delivery - (see 1054.00, 1054.00A and 1054.01) (12/01/03)

S1056.01 Payment of Premium Charges - (see 1056.01) (11/01/01)

Ch10s Delivery Procedures

Ch10S Regularity of Issuers of Shipping

S1081.01 Regularity of Warehouses and Issuers of Shipping Certificates - Persons operating grain warehouses or shippers who desire to have such warehouses or shipping stations made regular for the delivery of grain under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1, 1994, and every even year thereafter, for a two-year term beginning July 1, 1994, and every even year thereafter, and at any time during a current term for the balance of that term. Regular grain warehouses or shippers who desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted on the floor or the exchange, or the day after the application is approved by the Exchange, whichever is later. Applications for a renewal of regularity shall be made prior to May 1, 1994, and every even year thereafter, for the respective years beginning July 1, 1994, and every even year thereafter, and shall be on the same form.

The following shall constitute the requirements and conditions for regularity:

(1) The warehouse or shipping station making application shall be inspected by the Registrar or the United States Department of Agriculture. Where application is made to list as regular a warehouse which is not regular at the time of such application, the applicant may be required to remove all grain from the warehouse and to permit the warehouse to be inspected and the grain graded, after which such grain may be returned to the warehouse and receipts issued therefor.

The operator of a shipping station issuing Soybean Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not to exceed:

(a) 20 times his registered total daily rate of loading barges, or in the case of Chicago, Illinois and Burns Harbor, Indiana Switching Districts, his registered storage capacity,

(b) and a value greater than 50 percent of the operator's net worth.

The shipper issuing Soybean Shipping Certificates shall register his total daily rate of loading barges at his maximum 8 hour loadout capacity in amount not less than:

(a) one barge per day at each shipping station within the Lockport-Seneca Shipping District, within the Ottawa-Chillicothe Shipping District, within the Peoria-Pekin Shipping District, within the Havana-Grafton Shipping District, and within the St. Louis-East St. Louis and Alton Switching Districts, and

(b) three barges per day at each shipping station in the Chicago, Illinois and Burns Harbor, Indiana Switching District.

(2) Shippers located in the Chicago, Illinois and Burns Harbor, Indiana Switching District shall be connected by railroad tracks with one or more railway lines.

S1081.01(3) through S1081.01(12)G(8) - (see 1081.01(3) through 1081.01(12)G(8))

S1081.01(12)G(9) In the event that it has been announced, by the U.S. Coast Guard, after consulting with the Army Corps of Engineers and the River Industry Action Committee, that river traffic will be obstructed for a period of fifteen days or longer as a result of one of the conditions of impossibility listed in regulation 1081.01(12)(G)(8) and in the event that the obstruction will affect a majority of regular shipping stations, then the following barge load-out procedures for soybeans shall apply to shipping stations upriver from the obstruction:

(a) The maker and taker of delivery may negotiate mutually agreeable terms of performance.

(b) If the maker and/or the taker elect not to negotiate mutually agreeable terms of performance, then the maker is obligated to provide the same quantity and like quality of grain pursuant to the terms of the shipping certificate(s) with the following exceptions and additional requirements:

(i) The maker must provide loaded barge(s) to the taker on the Illinois River between the lowest closed lock and St. Louis, inclusive, or on the Mid-Mississippi River between Lock 11 at Dubuque, Iowa and St. Louis, inclusive.

(ii) The loaded barge(s) provided to the taker must have a value equivalent to C.I.F. NOLA, with the maker of delivery responsible for the equivalent cost, insurance and freight.

(iii) The taker of delivery shall pay the maker 18 cents per bushel for Chicago and Burns Harbor Switching District shipping certificates, 16 cents per bushel for Lockport-Seneca District shipping certificates, 15 1/2 cents per bushel for Ottawa-Chillicothe District shipping certificates, 15 cents per bushel for Peoria-Pekin District shipping certificates, and 14 1/2 cents per bushel for Havana-Grafton District shipping certificates as a reimbursement for the cost of barge freight.

(c) In the event that the obstruction or condition of impossibility listed in regulation 1081.01(12)(G)(8) will affect a majority of regular shipping stations, but no announcement of the anticipated period of obstruction is made, then shipment may be delayed for the number of days that such impossibility prevails.

S1081.01(13) Location - For the delivery of Soybeans, regular warehouses or shipping stations may be located within the Chicago Switching District or within the Burns Harbor, Indiana Switching District or within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District or in the St. Louis-East St. Louis and Alton Switching Districts.

No such warehouse or shipping station within the Chicago Switching District shall be declared regular unless it is conveniently approachable by vessels of ordinary draft and has customary shipping facilities. Ordinary draft shall be defined as the lesser of (1) channel draft as recorded in the Lake Calumet Harbor Draft Gauge, as maintained by the Corps of Engineers, U.S. Army, minus one (1) foot, or (2) 20 feet.

Delivery in Burns Harbor must be made "in store" in regular elevators or by shipping certificate at regular shipping stations providing water loading facilities and maintaining water depth equal to normal seaway draft of 27 feet.

In addition, deliveries of grain may be made in regular elevators or shipping stations within the Burns Harbor Switching District PROVIDED that:

(a) When grain represented by shipping certificates is ordered out for shipment by a barge, it will be the obligation of the party making delivery to protect the barge freight rate from the Chicago Switching District (i.e. the party making delivery and located in the Burns Harbor Switching District will pay the party taking delivery an amount equal to all expenses for the movement of the barge from the Chicago Switching District, to the Burns Harbor Switching District and the return movement back to the Chicago Shipping District).

If inclement weather conditions make the warehouse or shipping station located in the Burns Harbor Switching District unavailable for a period of five or more calendar days, the party making the delivery will make grain available on the day following this five calendar day period to load into a barge at one mutually agreeable water warehouse or shipping station located in the Chicago Switching District; PROVIDED that the party making delivery is notified on the first day of that five-day period of inclement weather that the barge is available for movement but cannot be moved form the Chicago Switching District to the Burns Harbor Switching District, and is requested on the last day of this five day calendar period in which

the barge cannot be moved.

(b) When grain represented by shipping certificates is ordered out for shipment by vessel, and the party taking delivery is a recipient of a split delivery of grain between a warehouse or shipping station located in Burns Harbor and a warehouse or shipping station in Chicago, and the grain in the Chicago warehouse or shipping station will be loaded onto this vessel; it will be the obligation of the party making delivery at the request of the party taking delivery to protect the holder of the shipping certificates against any additional charges resulting from loading at one berth in the Burns Harbor Switching District and at one berth in the Chicago Switching District as compared to a single berth loading at one location. The party making delivery, at his option, will either make the grain available at one water warehouse or shipping station operated by the party making delivery and located in the Chicago Switching District for loading onto the vessel, make grain available at the warehouse or shipping station in Burns Harbor upon the surrender of shipping certificates issued by other regular elevators or shipping stations located in the Chicago Switching District at the time vessel loading orders are issued, or compensate the party taking delivery in an amount equal to all applicable expenses, including demurrage charges, if any, for the movement of the vessel between a berth in the other switching district. On the day that the grain is ordered out for shipment by vessel, the party making delivery will declare the regular warehouse or shipping station in which the grain will be available for loading.

Delivery within the Lockport-Seneca Shipping District or within the Ottawa-Chillicothe Shipping District or within the Peoria-Pekin Shipping District or within the Havana-Grafton Shipping District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Illinois River maintained by the Corps of Engineers.

Delivery in the St. Louis-East St. Louis and Alton Switching District must be made at regular shipping stations providing water loading facilities and maintaining water depth equal to the draft of the Mississippi River maintained by the Corps of Engineers. (12/01/00)

S1081.01(14) Billing - (see 1081.01(14)A and 1081.01(14)F)

S1081.01(15) through S1081.01(17) - (see 1081.01(15) through 1081.01(17)) (01/01/04)

S1081.01A Inspection - (see 1081.01A) (08/01/98)

S1081.01B Billing When Grain is Loaded Out - (see 1081.01B) (08/01/98)

S1081.01C Car of Specified Capacity - (see 1081.01C) (08/01/98)

S1082.01 Insurance - (see 1082.00) (08/01/98)

Ch10S Regularity of Issuers of Shipping

S1083.01 Variation Allowed - (see 1083.00) (08/01/98)
S1083.02 Excess or Deficiency in Quantity - (see 1083.01) (08/01/98)
S1084.01 Revocation, Expiration or Withdrawal of Regularity - (see 1084.01) (08/01/98)
S1085.01 Application for Declaration of Regularity - (see 1085.01) (08/01/98)
S1086.01 Federal Warehouses - (see 1086.01) (08/01/98)

S1086.01 Federal Warehouses - (see 1086.01) (08/01/98)

1009S

Chapter 10mC
CBOT(R) MINI-SIZED CORN FUTURES

Chapter 10mC
CBOT(R) MINI-SIZED CORN FUTURES

Ch10mC TRADING CONDITIONS

mC1001.01 Authority - Trading of CBOT mini-sized Corn futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mC1002.01 Application of Regulations - Futures transactions in CBOT mini-sized Corn futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Corn futures contracts. (04/01/03)

mC1003.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mC1004.01 Unit of Trading - On future delivery contracts calling for the delivery of corn, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mC1005.01 Months Traded In - (see C1005.01) (04/01/03)

mC1006.01 Price Basis - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mC1007.01 Hours of Trading - The hours of trading for future delivery in CBOT mini-sized Corn futures shall be determined by the Board. (04/01/03)

mC1008.01 Trading Limits - (see C1008.01) (04/01/03)

mC1009.01 Last Day of Trading - (see C1009.01) (04/01/03)

mC1010.01 Margin Requirements - (see C1010.01) (04/01/03)

mC1012.01 Position Limits and Reportable Positions - (see C1012.01) (04/01/03)

mC1035.01 Grade Differentials - (see C1036.00) (04/01/03)

mC1036.01 Location Differentials - (see C1036.01) (04/01/03)

mC1038.01 Grades - (see C1038.01) (04/01/03)

mC1041.01 Delivery Points - (see C1041.01) (04/01/03)

mC1043.01 Deliveries by Mini-sized Corn Certificates - Deliveries of CBOT mini-sized Corn shall be made by delivery of mini-sized Corn Certificates created by the Exchange from Corn Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Corn, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. In order to effect a valid delivery, each Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the shipper. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the Certificate, in accordance with Regulation C1056.01.

Mini-sized Corn Certificates may not be cancelled for load-out. Upon the return of five (5) mini-sized Corn Certificates to the Exchange, a registered Corn Shipping Certificate will be delivered by the Exchange to the holder of the five (5) mini-sized Corn Certificates, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. (12/01/03)

mC1047.01 Delivery Notices - (see C1047.01) (04/01/03)

mC1048.01 Method of Delivery - (see C1048.01) (04/01/03)

mC1049.01 Time of Delivery, Payment, Form of Delivery Notice - (see C1049.01) (04/01/03)

mC1049.02 Time of Issuance of Delivery Notice - (see C1049.02) (04/01/03)

mC1049.03 Buyer's Report of Eligibility to Receive Delivery - (see C1049.03) (04/01/03)

mC1049.04 Seller's Invoice to Buyers - (see C1049.04) (04/01/03)

mC1049.05 Payment - (see C1049.05) (04/01/03)

mC1050.01 Duties of Members - (see C1050.01) (04/01/03)

mC1050.02 Failure to Deliver - (see 1050.02) (12/01/03)

mC1051.01 Office Deliveries Prohibited - (see C1051.01) (04/01/03)

mC1054.01 Failure to Accept Delivery - (see C1054.01) (04/01/03)

mC1056.01 Payment of Premium Charges - (See C1056.01) (04/01/03)

Chapter 10mS
CBOT(R) MINI-SIZED SOYBEAN FUTURES

Chapter 10mS
CBOT(R) MINI-SIZED SOYBEAN FUTURES

Ch10mS TRADING CONDITIONS

mS1001.01 AUTHORITY - Trading of CBOT mini-sized Soybean futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mS1002.01 APPLICATION OF REGULATIONS - Futures transactions in CBOT mini-sized Soybean futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Soybean futures contracts. (04/01/03)

mS1003.01 DERIVATIVE MARKETS - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mS1004.01 UNIT OF TRADING - On future delivery contracts calling for the delivery of soybeans, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mS1005.01 MONTHS TRADED IN - (see S1005.01) (04/01/03)

mS1006.01 PRICE BASIS - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mS1007.01 HOURS OF TRADING - The hours of trading for future delivery in CBOT mini-sized Soybean futures shall be determined by the Board. (04/01/03)

mS1008.01 TRADING LIMITS - (see S1008.01) (04/01/03)

mS1009.01 LAST DAY OF TRADING - (see S1009.01) (04/01/03)

mS1010.01 MARGIN REQUIREMENTS - (see S1010.01) (04/01/03)

mS1012.01 POSITION LIMITS AND REPORTABLE POSITIONS - (see S1012.01) (04/01/03)

Ch10mS DELIVERY PROCEDURES

mS1035.01 GRADE DIFFERENTIALS - (see S1036.00) (04/01/03)

mS1036.01 LOCATION DIFFERENTIALS - (see S1036.01) (04/01/03)

mS1038.01 GRADES - (see S1038.01) (04/01/03)

mS1041.01 DELIVERY POINTS - (see S1041.01) (04/01/03)

mS1043.01 DELIVERIES BY MINI-SIZED SOYBEAN CERTIFICATES - Deliveries of CBOT mini-sized Soybeans shall be made by delivery of mini-sized Soybean Certificates created by the Exchange from Soybean Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Shipping Certificates for Soybeans, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. In order to effect a valid delivery, each Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the shipper. Such endorsement shall also constitute a representation that all premium charges have been paid on the commodity covered by the Certificate, in accordance with Regulation S1056.01.

Mini-sized Soybean Certificates may not be cancelled for load-out. Upon the return of five (5) mini-sized Soybean Certificates to the Exchange, a registered Soybean Shipping Certificate will be delivered by the Exchange to the holder of the five (5) mini-sized Soybean Certificates, utilizing the electronic delivery system via the Clearing Services Provider's on-line system. (12/01/03)

mS1047.01 DELIVERY NOTICES - (see S1047.01) (04/01/03)

mS1048.01 METHOD OF DELIVERY - (see S1048.01) (04/01/03)

mS1049.01 TIME OF DELIVERY, PAYMENT, FORM OF DELIVERY NOTICE - (see S1049.01) (04/01/03)

mS1049.02 TIME OF ISSUANCE OF DELIVERY NOTICE - (see S1049.02) (04/01/03)

mS1049.03 BUYER'S REPORT OF ELIGIBILITY TO RECEIVE DELIVERY - (see S1049.03) (04/01/03)

mS1049.04 SELLER'S INVOICE TO BUYERS - (see S1049.04) (04/01/03)

mS1049.05 PAYMENT - (see S1049.05) (04/01/03)

mS1050.01 DUTIES OF MEMBERS - (see S1050.01) (04/01/03)

mS1050.02 FAILURE TO DELIVER - (see 1050.02) (12/01/03)

mS1051.01 OFFICE DELIVERIES PROHIBITED - (see S1051.01) (04/01/03)

mS1054.01 FAILURE TO ACCEPT DELIVERY - (see S1054.01) (04/01/03)

mS1056.01 PAYMENT OF PREMIUM CHARGES - (See S1056.01) (04/01/03)

Chapter 10mW
CBOT(R) MINI-SIZED WHEAT FUTURES

Chapter 10mW
CBOT(R) MINI-SIZED WHEAT FUTURES

CH10mW TRADING CONDITIONS

mW1001.01 AUTHORITY - Trading of CBOT mini-sized Wheat futures may be conducted under such terms and conditions as may be prescribed by Regulation. (04/01/03)

mW1002.01 APPLICATION OF REGULATIONS - Futures transactions in CBOT mini-sized Wheat futures shall be subject to the General Rules of the Exchange as far as applicable and shall also be subject to Regulations contained in this chapter which are exclusively applicable to trading in CBOT mini-sized Wheat futures contracts. (04/01/03)

mW1003.01 DERIVATIVE MARKETS - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement prices shall be set at the fair market value of the contract at the close of trading. (12/01/03)

mW1004.01 UNIT OF TRADING - On future delivery contracts calling for the delivery of wheat, delivery shall be made in 1,000 bushel units or multiples thereof. (04/01/03)

mW1005.01 MONTHS TRADED IN - (see 1005.01A) (04/01/03)

mW1006.01 PRICE BASIS - Minimum price fluctuations shall be in multiples of 1/8 cent per bushel. (04/01/03)

mW1007.01 HOURS OF TRADING - The hours of trading for future delivery in CBOT mini-sized Wheat futures shall be determined by the Board. (04/01/03)

mW1008.01 TRADING LIMITS - (see 1008.01) (04/01/03)

mW1009.01 LAST DAY OF TRADING - (see 1009.01) (04/01/03)

mW1010.01 MARGIN REQUIREMENTS - (see 1010.01) (04/01/03)

mW1012.01 POSITION LIMITS AND REPORTABLE POSITIONS - (see 1012.01) (04/01/03)

Ch10mW DELIVERY PROCEDURES

mW1035.01 GRADE DIFFERENTIALS - (see 1036.00) (04/01/03)

mW1036.01 LOCATION DIFFERENTIALS - (see 1036.01) (04/01/03)

mW1038.01 GRADES - (see 1038.00) (04/01/03)

mW1038.02 UNITED STATES ORIGIN ONLY - (see 1038.01) (04/01/03)

mW1038.03 DEOXYNIVALENOL (VOMITOXIN) LIMIT IN WHEAT - (see 1038.02) (04/01/03)

mW1041.01 DELIVERY POINTS - (see 1041.00) (04/01/03)

mW1041.02 BURNS HARBOR, INDIANA SWITCHING DISTRICT - (see 1041.01) (04/01/03)

mW1042.01 DELIVERIES BY WHEAT WAREHOUSE DEPOSITORY RECEIPTS - Deliveries of CBOT mini-sized Wheat shall be made by delivery of Warehouse Depository Receipts (WDR) created by the Exchange from registered warehouse receipts issued by warehousemen against stocks of wheat in warehouses which have been declared regular for delivery of wheat by the Exchange. In order to effect a valid delivery, each WDR must be properly endorsed by the holder making the delivery. Such endorsement shall constitute a warranty of the genuineness of the WDR and of good title thereto, but shall not constitute a guaranty, by an endorser, of performance by the warehouseman. Such endorsement shall also constitute a representation that all storage charges have been paid on the commodity covered by the WDR, in accordance with Regulation 1056.01.

Warehouse Depository Receipts may not be cancelled for load-out. Upon the return of five (5) properly endorsed WDRs to the Exchange, and payment of all storage charges pertaining to the wheat represented, for which the Exchange claims a lien, a registered warehouse receipt will be delivered by the Exchange to the holder of the five (5) WDRs. (04/01/03)

mW1042.02 REISSUANCE OF WAREHOUSE DEPOSITORY RECEIPTS - Warehouse Depository Receipts issued by the Exchange shall expire one year from the date of issue. Holders must return each Warehouse Depository Receipt to the Exchange for reissue, prior to expiration, in order for such Warehouse Depository Receipt to remain eligible for delivery. (04/01/03)

mW1047.01 DELIVERY NOTICES - (see 1047.01) (04/01/03)

mW1048.01 METHOD OF DELIVERY - (see 1048.01) (04/01/03)

mW1049.01 TIME OF DELIVERY, PAYMENT, FORM OF DELIVERY NOTICE - (see W1049.00) (04/01/03)

mW1049.02 TIME OF ISSUANCE OF DELIVERY NOTICE - (see 1049.01) (04/01/03)

mW1049.03 BUYER'S REPORT OF ELIGIBILITY TO RECEIVE DELIVERY - (see 1049.02) (04/01/03)

mW1049.04 SELLER'S INVOICE TO BUYERS - (see 1049.03) (04/01/03)

mW1049.05 PAYMENT - (see 1049.04) (04/01/03)

mW1050.01 DUTIES OF MEMBERS - (see 1050.00) (04/01/03)

mW1050.02 FAILURE TO DELIVER - (see 1050.01) (12/01/03)

mW1051.01 OFFICE DELIVERIES PROHIBITED - (see 1051.01) (04/01/03)

mW1054.01 FAILURE TO ACCEPT DELIVERY - (see 1054.00, 1054.00A and 1054.01) (12/01/03)

mW1056.01 STORAGE RATES FOR WHEAT - (See 1056.01) (04/01/03)

Chapter 11
Soybean Oil

Chapter 11
Soybean Oil

Ch11 Trading Conditions

1101.00 Authority - On or after January 30, 1950, trading in Crude Soybean Oil futures may be conducted under such terms and conditions as may be prescribed by Regulation. 801 (09/01/94)

1102.01 Application of Regulations - Transactions in Crude Soybean Oil futures shall be subject to the general rules of the association as far as applicable and shall also be subject to the Regulations contained in this Chapter which are exclusively applicable to trading in Crude Soybean Oil. 2000 (09/01/94)

1104.01 Unit of Trading - The unit of trading for Crude Soybean Oil shall be 60,000 pounds. Bids and offers may be accepted in lots of 60,000 pounds or multiples thereof. For trading purposes, one tank car shall be equivalent to 60,000 pounds. 2003 (09/01/94)

1105.01 Months Traded In - Trading in Crude Soybean Oil may be conducted in the current month and any subsequent months. 2004 (09/01/94)

1106.01 Price Basis - All prices of Crude Soybean Oil shall be basis Decatur, Illinois in multiples of 1/100th of one cent per pound. Contracts shall not be made on any other price basis. 2005 (09/01/94)

1107.01 Hours of Trading - The hours of trading for future delivery in Crude Soybean Oil shall be from 9:30 a.m. to 1:15 p.m. except that on the last day of trading in an expiring future the hours with respect to such future shall be from 9:30 a.m. to 12 o'clock noon subject to the provisions of the second paragraph of Rule 1007.00. Market shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 2007 (09/01/94)

1108.01 Trading Limits - (See 1008.01) (09/01/94)

1108.01A Trading Limits - (See 1008.01A) (09/01/94)

1109.01 Last Day of Trading - No trades in Crude Soybean Oil futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month and any contracts remaining open may be settled by delivery after trading in such contracts has ceased; and, if not previously delivered, delivery must be made on the last business day of the month. 2008 (01/01/00)

1109.02 Trading in the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1109.01 of this Chapter, outstanding contracts for such delivery may be liquidated by means of (a bona fide) exchange of such current futures for the (actual) cash commodity or an over-the-counter transaction. 2009 (07/01/03)

1110.01 Margin Requirements - (See Regulation 431.03) (09/01/94)

1111.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. 2011 (09/01/94)

1112.01 Position Limits and Reportable Positions - (See 425.01) (09/01/94)

1136.01 Standards - The contract grade for delivery on futures contracts made under these Regulations shall be Crude Soybean Oil which conforms to the following specifications:

(a) It shall be one of the following types: Expeller pressed, expeller pressed degummed, solvent extracted, or solvent extracted degummed. Mixtures of one type with any other type shall not be deliverable;

(b) It shall contain not more than 0.3% moisture and volatile content;

(c) It shall be lighter in green color than Standard "A" and when refined and bleached shall produce a refined and bleached oil of not deeper color than 3.5 red on the Lovibond scale;

(d) It shall refine with a loss not exceeding 5% as determined by the "neutral oil" method;

(e) It shall have a flash point not below 250 degrees Fahrenheit, closed cup method;

(f) It shall contain no more than 1.5% unsaponifiable matter (exclusive of moisture and volatile matter).

No lower grade shall be delivered in satisfaction of contracts for future delivery. A higher grade may be delivered at contract price except that where the refining loss is less than 5% as determined by the "neutral oil" method, a premium of one percent of the cash market price at the time of loading shall be paid for each one percent under the 5% loss (fractions figured throughout) with a maximum credit of 41-2%.

American Oil Chemists' Society methods shall be followed for sampling and analysis for all tests, except for determining green color, which test shall be the National Soybean Processors Association tentative method.

A tolerance of 150 lbs. of sludge shall be allowed for each trading unit of 60,000 lbs. If the car contains more than 150 lbs. of sludge or if a truck contains more than 125 lbs. of sludge, an allowance shall be made to the Buyer for a total amount of sludge up to 1,000 lbs. at 50% of the price at time of unloading car. Sludge in excess of 1,000 lbs. shall be allowed for at the price at time of unloading car.

Sludge shall be considered to be solid residue which cannot be pumped and squeegeed from the car for the net out-turn weight. 2002 (09/01/94)

1136.02 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of soybean oil shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1137.01 Official Chemist's Certificates - Certificates for quality analysis by any Official Chemists shall be acceptable and binding on all parties except as otherwise provided.

The official chemists are Woodson-Tenent Laboratories with laboratories located at Memphis, Tenn. and Des Moines, Ia.; and Barrow-Agee Laboratories, Memphis, Tenn. 2029 (10/01/01)

1138.01 Sampling - Samples shall be drawn at time of loading by Official Samplers licensed by the Exchange. The Official Sample shall be 2 one-quart and 1 half-gallon samples. These portions should be packaged in clean, dry and new containers. Either tinned metal containers or high density polyethylene bottles fitted with metal caps having oil resistant cap liners are acceptable. Polythylene containers must be enclosed for shipping in custom-made, close fitting cardboard containers. The sample must be drawn at the time of loading in accordance with A.O.C.S. Official Method for sampling crude oils (C1-47-Continuous Flow and Trier methods) and shall be so indicated on invoice. If the Shipper neglects to provide such a sample at the time of loading or fails to show on invoice than an Official Sample has been taken, a sample drawn at destination shall be official when taken in accordance with the A.O.C.S. Official Methods as noted above. Shipper shall forward to Consignee one of the one-quart portions at no expense to Consignee within one working day of completion of loading and label of sample must designate type of oil and plant destination. The one-half gallon portion (third portion) is to be retained by Shipper as the referee sample for a minimum of thirty days

after loading.

Each sample must be accompanied by a certificate in the following form:

Board of Trade of the City of Chicago

OFFICIAL SAMPLERS CERTIFICATE

I hereby certificate that sample marked_____was drawn by me on this_____day of_____, 20_____, within 24 hours after loading tank car or truck in accordance with the requirements of Regulation 1138.01 of the Board of Trade of the City of Chicago, and that it is a fair and true sample of the contents of:

Car/Truck No. (and initial)_____, located at_____ containing approximately_____pounds, of_____

_____

(Expeller pressed. Expeller pressed degummed, Solvent Extracted,_____ _____type Crude Soybean Oil. Solvent Extracted Degummed)

_____Solvent used. That sample was taken in a manner prescribed by the American Oil Chemists Society.

_____
OFFICIAL SAMPLER

2023
(01/01/00)

1139.01 Weighing - On all deliveries, the weight as determined by an Official Weigher shall be binding on all interested parties. Due allowance shall be made to cover the loss of weight due to sampling, if sample is drawn from weighing. An official weigher is a person or agency approved by the Exchange. 2024 (09/01/94)

1140.01 Grading - Shipper shall have option, and advise warehouse receipt holder of his selection at time of receipt of loading instructions, of having grade determined by one of the following methods:

A. Official Chemist Analysis, shipper to pay the cost.

B. Comparison between consignee's and shipper's analyses.

1. Each party must mail to other party his analysis within 15 days after bill of lading date.

2. If parties do not agree as to quality (refining loss excepted) either one may request analysis by Official Chemist. The findings of the Official Chemist shall be binding on both parties and the cost of such analysis shall be charged to the party against whom the decision results.

3. In case of refining loss, based on the "neutral oil" method, if the difference is not over three tenths of one percent the settlement shall be made on the average of the two, otherwise the retained sample shall be sent to Official Chemist for analysis. If the Official Chemist's results are the mean of the shippers' and consignees' analyses, then the cost shall be shared equally; otherwise, the cost shall be charged to the party against whom the decision results. 2025 (09/01/94)

1141.01 Delivery Points - Crude Soybean Oil may be delivered in satisfaction of Soybean Oil futures contracts from regular warehouses located in Illinois Territory, Eastern Territory, Eastern Iowa Territory, Southwest Territory, Western Territory or Northern Territory as defined in this regulation and at the following price differentials:

(a) Illinois Territory (That portion of the state of Illinois north of latitude 38(degrees)00' N.) .... at contract price.

(b) Eastern Territory (Those portions of the states of Indiana and Kentucky west of the Ohio-Indiana border and its extension and north of latitude 38(degrees)00'N.) . . . at 30/100ths of one cent per pound under contract price.

(c) Eastern Iowa Territory (That portion of the state of Iowa east of longitude 93(degrees)50'W.) . . . at 10/100ths of one cent per pound over contract price.

(d) Southwest Territory (Those portions of the states of Missouri and Kansas north of latitude 38(degrees)00'N. and east of longitude 97(degrees)00'W.) . . . at 35/100ths of one cent per pound over contract price.

(e) Western Territory (Those portions of the states of Iowa west of longitude 93 E 50' W., and Nebraska east of longitude 97 E 00' W.)... at 35/100ths of one cent per pound under contract price.

(f) Northern Territory (Those portions of the state of Minnesota south of latitude 45 E 10' N., and South Dakota south of latitude 45 E 10' N., and east of 97 E 00' W.)... at 55/100ths of one cent per pound under contract price.

(g) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, and for a given Soybean Oil futures delivery territory except the "Illinois Territory:" when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within that Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is less than or equal to 0.5, payment for Warehouse Receipts issued from that Soybean Oil territory will be at a premium of 10 cents per hundredweight over contract price in addition to the delivery territorial differential adjustment.

(h) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, when the "Illinois Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to maximum CBOT 24 hour soybean crushing capacity within the Illinois Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is less than or equal to 0.5, payment for Warehouse Receipts issued from all other Soybean Oil territories will be at a discount of 10 cents per hundredweight under contract price in addition to the delivery territorial differential adjustments.

(i) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, and for a given Soybean Oil futures delivery territory except the "Illinois Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within that Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is greater than or equal to 2.0, payment for Warehouse Receipts issued from that Soybean Oil territory will be at a discount of 10 cents per hundredweight under contract price in addition to the delivery territorial differential adjustment.

(j) For a given soybean crop year ending August 31, excluding the period September 1 through December 31, when the "Illinois Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Oil Warehouse Receipts to CBOT maximum 24 hour soybean crushing capacity within the Illinois Soybean Oil futures delivery territory, relative to that ratio for the combined remaining Soybean Oil territories, is greater than or equal to 2.0, payment for Warehouse Receipts issued from all other Soybean Oil territories will be at a premium of 10 cents per hundredweight over contract price in addition to the delivery territorial differential adjustments.

(k) Items (g) through (j) of Regulation 1141.01 shall apply to all CBOT Soybean Oil futures contracts delivered during a one calendar year period beginning with January following the soybean crop year ending August 31, provided that there are on a weekly average at least 150 outstanding Soybean Oil Warehouse Receipts in all Soybean Oil delivery territories combined during that previous soybean crop year.

(l) Based on the adjustments made to territorial delivery differentials during a given calendar year as outlined in items (g) through (k) of Regulation 1141.01, the CBOT shall announce and publish by September 15 of that given calendar year new territorial delivery differentials applicable to all Soybean Oil futures contracts delivered during the next calendar year. 2015 (01/01/04)

1142.01 Deliveries By Warehouse Receipts - Deliveries on Crude Soybean Oil shall be made by delivery of warehouse receipts issued by warehouses which have been designated by the Exchange as regular to issue Crude Soybean Oil warehouse receipts using the electronic fields which the Exchange and the Clearing

Services Provider require to be completed. In order to effect a valid delivery each Crude Soybean Oil warehouse receipt must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute warranty of the genuineness of the warehouse receipt and of good title thereto, but shall not constitute a guaranty, by any endorser, of performance by the issuer of the warehouse receipt. Such endorsement shall also constitute a representation that all storage charges have been paid on the Crude Soybean Oil covered by the warehouse receipt, in accordance with Regulation 1156.01.2012 (12/01/03)

1143.01 Registration of Warehouse Receipts - Warehouse receipts, in order to be eligible for delivery, must be registered with the Official Registrar. Registration of warehouse receipts shall also be subject to the following requirements:

(a) Warehousemen who are regular for delivery may register warehouse receipts at any time. If the warehouseman determines not to tender the warehouse receipt by 4:00 p.m on the day it is registered, or by such other time designated by the Exchange, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered warehouse receipt may cancel its registration at any time. A warehouse receipt which has been canceled may not be registered again.

(b) No notice of intention to deliver a warehouse receipt shall be tendered to the Clearing Services Provider unless said warehouse receipt is registered and in the possession of the clearing member tendering the notice or unless a warehouse receipt is registered and outstanding. When a notice of intention to deliver a warehouse receipt has been tendered to the Clearing Services Provider, said warehouse receipt shall be considering "outstanding".

(c) From his own records, the Registrar shall maintain a current record of the number of warehouse receipts that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any receipts that have been declared withdrawn.

(d) When a regular warehouseman regains control of a registered warehouse receipt issued against stocks in one of his regular warehouses, which in any manner relieves him of the obligation to loadout crude soybean oil upon demand of a party other than himself, the warehouseman shall by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of said warehouse receipt or declare that said warehouse receipt is withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the regular warehouse, except in the case where a notice of intention to redeliver said warehouse receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, of the day that the warehouseman regained control of said warehouse receipt.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation of warehouse receipts other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of registered warehouse receipts as of 4:00 p.m. on each trading day of the week. In addition to the information posted on the Exchange Floor and CBOT website, this daily report will show the names of warehousemen whose warehouse receipts are registered and the location of the warehouses involved. The report shall not include any receipts that have been declared withdrawn. 2013 (12/01/03)

1144.01 Receipt Format - The Exchange and the Clearing Services Provider shall determine the electronic fields which are required to be completed in connection with an electronic warehouse receipt.

The electronic warehouse receipt obligates the warehouse operator, for value received and receipt of the warehouse receipt properly endorsed, and subject to a lien for payment of storage charges, to deliver the specified quantity of Crude Soybean Oil conforming to the standards of the Exchange, and to ship such Crude Soybean Oil in accordance with orders of the lawful owner of the warehouse receipt and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by rail or truck according to the registered loading capability of the warehouse.

Delivery of the electronic receipt to the issuer by the owner of the receipt, for the purpose of shipment of Crude Soybean Oil, is conditioned upon loading of Crude Soybean oil in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and storage charges due which the owner of the receipt agrees to honor upon presentation. 2012 (12/01/03)

1146.01 Date of Delivery - Where Crude Soybean Oil is sold for delivery in a specified month, delivery of such Crude Soybean Oil may be made by the Seller upon such day of the specified month as the Seller may select. If not previously delivered, delivery must be made upon the last business day of the month. 2017 (09/01/94)

1147.00 Delivery Notice - (See 1047.00) (09/01/94)

1147.01 Delivery Notices - (See 1047.01) (09/01/94)

1148.00 Method of Delivery - (See 1048.00) (09/01/94)

1149.00 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (09/01/94)

1149.01 Time of Issuance of Delivery Notice (See 1049.01) (02/01/03)

1149.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (09/01/94)

1149.03 Sellers' Invoice to Buyers - (See 1049.03) (09/01/94)

1149.04 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firm's settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 am. settlement process, or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

1150.00 Duties of Members - (See 1050.00) (09/01/94)

1150.01 Failure to Deliver - (See 1050.01) (12/01/03)

1151.01 Office Deliveries Prohibited - No office deliveries of warehouse receipts may be made by clearing members. Where a futures commission merchant has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 2009 (12/01/03)

1154.00 Failure to Accept Delivery - (See 1054.00) (09/01/04)

1154.01 Failure to Accept Delivery - (See 1054.01) (12/01/03)

1156.01 Storage Charges - No Soybean Oil Warehouse Receipts shall be valid for delivery on future contracts unless the storage charges shall have been paid up to and including the 18/th/ day of the preceding month and such payment endorsed on the Soybean Oil Warehouse Receipt unless registration is at a later date. Unpaid accumulated storage charges at the posted tariff applicable to the warehouse where the soybean oil is stored shall be allowed and credited to the buyer by the seller to and including date of delivery.

If storage rates are not paid on-time up to and including the 18/th/ calendar day preceding the delivery month of July and by the first calendar day of this delivery month, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage rates multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid, all multiplied by the number of calendar days that storage is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank, and the Northern Trust Company.

The storage rates on Crude Soybean Oil shall not exceed 3/10th of one cent per day per 100 pounds. When shipper schedules tank car loading, storage shall continue through the date of surrender of a properly cancelled warehouse receipt and shall begin again on the sixth day after surrender date if loading has not been completed and continue until the oil has been loaded. When shipper schedules truck loading storage, charges shall continue through the date of loading. Regular Soybean Oil warehousemen shall maintain in the immediate vicinity of the Exchange either an office, or duly authorized representative or agent approved by the Exchange, to whom Soybean Oil Storage charges may be paid. 2033 (06/01/01)

1156.02 Storage, Car Rental, Etc. - Except as otherwise provided, all charges for storage, car

rental, etc., shall remain the responsibility of the Seller until payment is made. Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. 2020 (09/01/94)

1156.03 Fees - Sampling: The charge for drawing Official samples shall be $5.00 for each tank car or truck on inbound shipments to a warehouse.

If sampling is ordered at a location where an Official Sampler is not regularly located, all extra costs must be paid by the party ordering the sample.

These charges shall include the cost of delivering the samples to the Official Chemists. 2028 (09/01/94)

1156.04 Loading Charges - The maximum charge for loading tank cars at delivery point shall not exceed 1/40/th/ of one cent per pound and the combined charge for unloading and loading tank cars at delivery point shall not exceed 1/10/th/ of one cent per pound including heating. The maximum charge for loading tank trucks at delivery point shall not exceed 1/25/th/ of one cent per pound. (06/01/01)

Ch11 Regularity of Warehouses

1180.01 Duties of Warehouse Operators - It shall be the duty of the operators of all regular warehouses:

(a) To accept Crude Soybean Oil for delivery on Chicago Board of Trade contracts, provided such Crude Soybean Oil is of contract grade when received at such warehouses, and all space in such warehouses is not already filled or contracted for, to pay no premium on refining loss but to receive allowance for sludge. All inbound freight (including the transit charge necessary to obtain the transit balance rate) shall be prepaid by the depositor of the oil. Upon surrender of the inbound billing to the warehouseman the depositor of the oil shall be furnished with a regular Board of Trade Warehouse Receipt endorsed thereon with the transit balance freight to New York.

(b) To notify the Exchange of any change in the condition of their warehouses.

(c) To insure soybean oil covered by warehouse receipts tendered for delivery against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Exchange.

Any loss or damage to oil caused by leakage or discharge from the storage facilities resulting from the cracking, rupture, bursting, collapse, subsidence or disruption of the containing system, or the negligence of the warehouse operator shall be for the account of the warehouse operator, unless such loss or damage by leakage or discharge from the storage facilities is due to causes required to be insured against under this Regulation.

(d) To furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected.

(e) To advise the holder of the warehouse receipts when oil is tendered on a futures contract. the freight rate on the oil upon request to New York, N.Y., or to any other specific destinations; and to forward the oil on the basis of these rates whenever shipping instructions are received if orders are received within three days.

(f) To register their daily load-out rate in jumbo rail tank car equivalents (minimum of 4) with the Exchange. Warehouse Operators shall limit warehouse receipts issued to an amount of soybean oil equal to the lesser of their approved regular space or 30 times the registered daily loading rate for jumbo tank cars times 185,000 pounds.

(g) To ship oil ordered out of the warehouses in Buyer's tank cars, if so arranged and to begin loading out soybean oil on or before the third business day following the date the car is ready for loading or the receipt is cancelled, whichever occurs later, at a daily rate per business day equal to the equivalent of shipper's registered daily rate of loading jumbo rail tank cars.

All rail loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Rail loading orders received after 2:00 p.m. on a business day shall be considered dated the following business day. When loading against rail loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day, as determined hereunder, cannot be completed on the third following business day, the shipper shall allocate daily loading against such loading orders as equitably as possible on a pro-rata basis on subsequent business days. Loading against all rail orders scheduled for a given business day shall be completed before loading of any orders scheduled for a subsequent business day.

(h) To load each tank car to its stenciled capacity upon surrender of sufficient warehouse receipts tendered on futures contracts. Any excess or deficiency from amount of warehouse receipt shall be settled at market price as of date of loading. Warehouse to make sight draft on shipper with Bill of Lading attached for any amounts due them in connection with loading oil, including premium for refining loss, unless otherwise mutually agreed.

(i) To hold tank car after loading free of expense to shipper (except for car rental) until grade is

ascertained, and if grade is not of contract grade to unload car and reload oil of contract quality free of expense to shipper, and at all times to keep oil fully insured until car is released to railroad.

(j) To ship oil ordered out of the warehouse in Buyer's tank truck, if so arranged, and to load the oil at a daily rate per business day equal to the equivalent of shipper's registered daily rate of loading for jumbo rail tank cars.

All truck loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Truck orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

When loading orders are received by 2:00 p.m. of any given business day, the shipper will advise the owner by 4:00 p.m. the same day of loading dates and tonnage due. Notification will be by telephone, telegraph or teletype.

When a shipper has received one or more truck loading orders he shall begin loading against them not later than the third business day following their receipt. When loading against loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day cannot be completed on the third following business day shipper shall allocate daily loadings against such loading orders as equitably as possible on a pro rata basis on subsequent business days.

Loading against all truck orders scheduled for a given business day shall be completed before loading begins on any orders scheduled for a subsequent business day. Warehouseman will load tank trucks as promptly as possible on the day scheduled. Under no conditions will warehouseman be responsible for truck demurrage as long as it is loaded on day scheduled. Additional loadings may be arranged for by mutual agreement.

(k) Notwithstanding any other provisions of this Regulation, on days when both rail cars and trucks are loaded, the warehouseman shall be required to load at a minimum daily rate equal to the equivalent of shipper's registered daily rate of loading rail tank cars.

All rail and truck loading orders received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Loading orders received after 2:00 p.m. on a business day shall be considered dated the following business day. When loading against loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day, as determined hereunder, cannot be completed on the third following business day, the shipper shall allocate daily loading against such loading orders as equitably possible on a pro-rata basis on subsequent business days. Loading against orders scheduled for a given business day shall be completed before loading of any orders for a subsequent business day.

(l) To keep stock of Crude Soybean Oil in storage in balance with oil represented by outstanding warehouse receipts.

It shall be the privilege of all regular warehouses to mingle or store together oil which is tenderable on contracts for future delivery under these Regulations, with other oil of like type and to deliver on loading orders oil of any contract type. 2031

(m) Certification of Soybean Oil - Effective September 1, 1992 and upon written request by a taker of delivery at the time loading orders are submitted for the delivery of soybean oil against canceled warehouse receipts, the delivery warehouseman shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the soybean oil is produced from soybeans of U.S. origin only. Warehouse receipts issued prior to September 1, 1992 will be deliverable against futures contracts beginning September 1992 only if the regular warehouseman provides certification on the warehouse receipt that the U.S. origin-only option is available to the taker of delivery of soybean oil. (01/01/04)

1180.01A Responsibility for Furnishing Tank Cars - It shall be the responsibility of the buyer of Crude Soybean Oil on a futures contract to furnish tank cars when ordering Soybean Oil shipped from a warehouse. 26R (09/01/94)

1180.01B Car Ready for Loading - Regulation 1180.01(f) A car is ready for loading when it has

been constructively placed and when the shipper has used due diligence in preparing and placing the car on his property for loading. 30R1180.01C Transit vs. Flat Rate (09/01/94)

1180.01C Transit vs. Flat Rate Billing - If warehouseman furnishes transit billing on crude soybean oil applicable to warehouse receipts holder's destination, the warehouse receipt holder shall pay to warehouseman the difference between the transit balance rate and the flat rate. 27R (09/01/94)

1180.01D Freight Differentials - Jumbo Tank Cars - The Board of Directors at its regular meeting held on Tuesday, March 10, 1964, approved the following Ruling recommended by the Crude Soybean Oil and Soybean Meal Committee in light of the reduced rate on jumbo tank cars which became effective on February 9, 1964:

"Effective on March 1964 contracts the freight differentials in Regulations 1141.02 and 1180.02 shall be calculated on the basis of the jumbo tank car rate since it is the lowest lawful carload rate and will be applicable to warehouse receipts bearing no billing and any other warehouse receipts carrying billing that will protect the jumbo tank car rate." 36R (09/01/94)

1180.02 Transit Billing - Transit billing may be applied to shipments at warehouseman's option with warehouseman to get any advantage of such transit application; however, warehouseman must protect the lowest lawful local carload rate from point of loading stated in warehouse receipt to destination indicated in shipping instructions, and such transit billing must allow at least one additional transit beyond delivery points. 2016 (09/01/94)

1180.03 Freight Charges - A warehouseman that is not served by a Class I railroad must compensate the taker of delivery for the switching charge and/or the rail rate to the nearest Class I railroad interchange point for the movement of soybean oil beyond the interchange point by the Class I railroad, if requested by the owner of the soybean oil. The request must be in writing when loading orders and canceled warehouse receipts are presented to the warehouse. (01/01/00)

1181.01 Conditions of Regularity - Warehouses may be declared regular for the delivery of Crude Soybean Oil with the approval of the Exchange. Persons operating bulk oil warehouses who desire to have such warehouses made regular for delivery of Crude Soybean Oil under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two year term beginning July 1 of that year, and at any time during a current term for the balance of that term. Regular Soybean Oil Warehouses that desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating Soybean Oil Warehouses who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding receipts at the facility is equal to or less than 30 times the requested rate of loading, whichever is later. Persons operating Soybean Oil Warehouses who wish to have their regular capacity space decreased shall file with the Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted by the Exchange. Applications for renewal of regularity must be made prior to May 1 of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary.

The following shall constitute the minimum requirements and conditions for regularity of Soybean Oil Warehouses:

1) The warehouse making application shall be inspected.

2) Such warehouse shall be within the limitation of an area not east of the Indiana-Ohio boundary; nor south of Louisville, KY.

3) Such warehouse shall be connected by railroad tracks with one or more railway lines.

4) The operator or manager of such warehouse shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No warehouse shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

5) Such warehouse shall maintain on-site standard equipment and appliances for the receiving, handling, and shipping of Crude Soybean Oil in bulk, including equipment to issue official origin weight. Official origin weight may be obtained by using one of the following: (1) platform scale (either rail or truck); (2) tank scale; or, (3) batch scale.

6) The warehouseman shall comply with the system of registration of warehouse receipts established by the Exchange. The warehouseman shall furnish accurate information to the Exchange regarding all Crude Soybean Oil received and delivered by the warehouseman on a daily basis, and that remaining in store at the close of each week, in the form prescribed by the Exchange, with the exception of Crude Soybean Oil owned by the warehouseman.

7) The operator or manager of such warehouse shall permit the Exchange, at any time, to examine the books and records of the warehouse for the purpose of ascertaining the stocks of Crude Soybean Oil which may be on hand at any time. The Exchange shall have the authority to determine the quantity of Crude Soybean Oil in said warehouse and to compare the books and records of warehouse with the records of the Exchange.

8) The warehouseman operating such warehouse shall not engage in unethical or inequitable practices, and shall comply with all applicable laws, Federal or State, or Rules or Regulations promulgated under those laws.

9) The warehouseman shall make such reports, keep such records, and permit such warehouse visitation as the Secretary of Agriculture may prescribe, and shall comply with all applicable Rules and Regulations and orders promulgated by the Secretary of Agriculture or the Commodity Futures Trading Commission, and shall comply with all requirements made by the Exchange because of such Rules and Regulations or orders.

10) The operator or manager of such warehouse shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a warehouse's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

11) The operator or manager of such warehouse shall consent to the disciplinary jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the warehouse was regular.

12) If the warehouseman leases the warehouse or has entered into some form of service arrangement pursuant to which an agent or contractor performs the daily operations of the warehouse, the warehouseman shall submit an indemnification if requested by the Exchange.

13) The Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Oil futures contracts or impair the efficacy of futures trading in Soybean Oil, or whether the currently approved regular capacity provides for an adequate deliverable supply. 2030(01/01/04)

1181.02 Leasing and Service Arrangements - The warehouseman of a regular warehouse is not required to own the warehouse and may lease the facility from the owner. The warehouseman may also enter into a service arrangement pursuant to which an agent or contractor performs the daily operations of the warehouse. The warehouseman shall be responsible for the conduct of its agents or contractors.

In the event that the warehouseman is unable properly to store or load out oil for receipt holders because of another party's ownership of or control over the warehouse, the warehouseman shall, at its own expense, provide each holder of an outstanding receipt with either (a) a replacement warehouse receipt at another, mutually acceptable regular warehouse, with adjustments for differences in contract differentials or, if such replacement receipt is unavailable, (b) an equivalent quantity and quality of the soybean oil designated in the warehouse receipt at a mutually acceptable location. (09/01/94)

1184.01 Revocation, Expiration or Withdrawal of Regularity - Any regular warehouse may be declared irregular at any time if it does not comply with the conditions above set forth, or fails to carry out the prescribed duties of the warehouseman. If the designation of a warehouse as regular shall be revoked a notice of such revocation and the period of time, if any, during which the receipts issued by such house shall thereafter be deliverable in satisfaction of futures contracts in Crude Soybean Oil under the Rules and Regulations, shall be posted on the bulletin board.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment

of the properties where regularity is not reissued, holders of outstanding warehouse receipts shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding warehouse receipt chooses not to take load-out during this period, the facility must provide him with another warehouse receipt at another, mutually acceptable regular warehouse, with adjustments for differences in contract differentials. Alternatively, if such warehouse receipt is unavailable, the facility must provide the holder with an equivalent quantity and quality of the soybean oil designated in the warehouse receipt at a mutually acceptable location. 2032 (09/01/94)

1185.01 Application for Declaration of Regularity - All applications by operators of warehouses for a Declaration of Regularity under Regulation 1181.01 shall be on the following form:

WAREHOUSEMAN'S APPLICATION FOR A DECLARATION OF REGULARITY
FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY OF CRUDE SOYBEAN OIL

_____, 20__

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
Chicago, Illinois

_____-hereinafter called "Warehouseman")
(Warehouseman name)

owner/lessee* of the _____ located at
(Circle one) (Processing Plant or Storage Facility)

_____ in the following territory,
(Address, City, State, Zip)

(Please indicate which territory you are applying for.)

Illinois Territory _____ Southwest Territory _____

Eastern Territory _____ Eastern Iowa Territory _____

Northern Territory _____ Western Territory _____

hereby submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Warehouse Receipts for the delivery of Crude Soybean Oil upon contracts for future delivery for a period beginning on July 1, 20__ and ending June 30, 20__.

The Warehouseman has a storage capacity of _____ pounds of Crude Soybean

Oil, is licensed/not licensed by the State of _____, and has/does not have a
(circle one) (Circle one)

Soybean processing plant attached with a maximum 24 hour crushing capacity of bushels of Soybeans per day.

*Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other conditions specified in Regulation 1181.01 or duties specified in Regulation 1180.01, or any other relevant Rules and Regulations are not observed:

1. The Warehouseman must:

(1) submit bonds or letters of credit to the Exchange as it may require.

(2) submit to the Exchange a tariff listing in detail the maximum rates for the handling and storage of Crude Soybean Oil; submit promptly to the Exchange all changes in such tariff; and publish and display such tariff.

The maximum charges for loading tank cars and trucks at delivery points shall not exceed the loading charges defined in Rule 1156.04. The maximum storage charges on Crude Soybean Oil shall not exceed the storage charges defined in Regulation 1156.01.

(3) remove no CBOT registered Crude Soybean Oil from the warehouse unless the receipts have been previously cancelled by the Registrar's Office.

(4) notify the Exchange immediately of any change in its capital ownership, or any reduction in net worth of 20 percent or more from the level reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the warehouse.

(5) make such reports, keep such records, and permit such warehouse visitation as the Exchange or the Commodity Futures Trading Commission (CFTC) may require; and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

(6) insure against the contingencies provided for in a standard "All Risks" policy (including earthquake), in such amounts as required by the Exchange.

(7) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/ every even year.

(8) if the Warehouseman leases the warehouse or has entered into some form of service agreement pursuant to which an agent or contractor performs the daily operations of the warehouse, Warehouseman remains responsible for compliance with all duties and conditions of regularity and shall be responsible for the conduct of its agents or contractors.

(9) notify the Exchange in writing immediately of any change in the maximum 24 hour crushing capacity of soybeans for a soybean processing plant attached to this warehouse.

2. The Warehouse must be:

(1) subject to the prescribed examination and approval of the Exchange.

(2) connected to a railroad. (See Regulation 1180.03)

(3) equipped with standard equipment and appliances for the convenient and expeditious handling of Crude Soybean Oil in bulk.

3. The Warehouse and Warehouseman must conform to the requirements of the Exchange as to location, accessibility, and suitability as may be prescribed by the Rules and Regulations of the Exchange.

Agreements of Warehouseman

The Warehouseman expressly agrees:

(1) that all Crude Soybean Oil tendered in satisfaction of futures contracts will be weighed by an Official Weigher as outlined in Regulation 1139.01 of the Exchange.

(2) that all Crude Soybean Oil tendered in satisfaction of futures contracts will, when shipped from Warehouse, be sampled by an Official Sampler, which has been approved by the Exchange, and tested in accordance with Regulation 1140.01 of the Exchange.

(3) that all warehouse receipts to be tendered in satisfaction of futures contracts shall be registered with the Registrar of the Exchange.

(4) to abide by the Rules and Regulations of the Exchange relating to the warehousing of Crude Soybean Oil deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1180.01.

(5) that the Exchange may revoke the Warehouseman's declaration of regularity if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to designate a clearing agent in Chicago authorized to act upon the warehouseman's behalf in matters pertaining to Warehouse Receipts.

(8) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6 and to abide by and comply with the terms of any disciplinary decision imposed upon the Warehouseman or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(9) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Warehouseman was regular.

Please be advised that, pursuant to Regulation 1181.01(13), the Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the conditions of regularity specified in Regulation 1181.01. Some factors the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Oil futures contracts or impair the efficacy of futures trading in Soybean Oil, or whether the currently approved regular capacity provides for an adequate deliverable supply.

By:_____
(Name)

Title: _____

Date: _____

(03/01/04)

1186.01 Regular Shippers - (See Appendix 11A) (09/01/94)

Chapter 12
Soybean Meal

Chapter 12
Soybean Meal

Ch12 Trading Conditions

1201.00 Authority - On and after August 1,1951, trading in Soybean Meal futures may be conducted under such terms and conditions as may be prescribed by Regulation. 802 (09/01/94)

1202.01 Application of Regulations - Transactions in Soybean Meal futures shall be subject to the general Rules of the Association as far as applicable and shall also be subject to the Regulations contained in this Chapter which are exclusively applicable to trading in Soybean Meal. 2051 (09/01/94)

1204.01 Unit of Trading - The unit of trading for Soybean Meal shall be 100 tons (2,000 pounds per ton). Bids and offers may be accepted in lots of 100 tons of multiples thereof. 2056 (09/01/94)

1205.01 Months Traded In - Trading in Soybean Meal may be conducted in the current month and any subsequent months. 2057 (09/01/94)

1206.01 Price Basis - All prices of soybean meal shall be basis free on board cars, bulk; Decatur, Illinois, in multiples of 10 cents per ton. Contracts shall not be made on any other price basis. 2058 (09/01/94)

1207.01 Hours of Trading - The hours of trading for future delivery in Soybean Meal shall be from 9:30 A.M. to 1:15 P.M. except on the last day of trading in an expiring future the hours with respect to such future shall be from 9:30 A.M. to 12 o'clock noon subject to the provisions of the second paragraph of Rule 1007.00. Market shall be opened and closed with a public call made month by month, conducted by such persons as the Regulatory Compliance Committee shall direct. 2061 (09/01/94)

1208.01 Trading Limits - (See 1008.01) (09/01/94)

1208.01A Trading Limits - (See 1008.01A) (09/01/94)

1209.01 Last Day of Trading - No trades in Soybean Meal futures deliverable in the current month shall be made after the business day preceding the 15th calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the second business day following the last trading day (tender on business day prior to delivery).

(b) Liquidated by means of a bona fide exchange of futures for the actual cash commodity, or an over-the-counter transaction, no later than the business day following the last trading day. 2063 (07/01/03)

1210.01 Margin Requirements - (See Regulation 431.03) 2065 (09/01/94)

1211.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. 2066 (09/01/94)

1212.01 Position Limits and Reportable Positions - (See 425.01) (09/01/94)

Ch12 Delivery Procedures

1236.01 Standards - The contract grade for delivery on futures contracts made under these Regulations shall be Soybean Meal in bulk which conforms to the following specifications:

48% Protein Soybean Meal, produced by conditioning ground soybeans and reducing the oil content of the conditioned product by the use of hexane or homologous hydrocarbon solvents. Standard specifications are:

Protein	minimum 48.0%
Fat	minimum 0.5%
Fiber	maximum 3.5%
Moisture (when shipped by Processor)	maximum 12.0%

It may contain a non-nutritive inert, non-toxic conditioning agent to reduce caking and improve flowability. In an amount not to exceed that necessary to accomplish its intended effect, but in no case exceed 0.5%. The name of the conditioning agent must be shown as an added ingredient.

Testing methods shall be those approved by the Association of Official Analytical Chemists and American Oil Chemists Society. 2053 (09/01/94)

1236.02 United States Origin Only - Effective September 1, 1992, a futures contract for the sale of soybean meal shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time loading orders are submitted. (09/01/94)

1237.01 Official Chemists - An official Chemist shall be any chemist who is currently designated as an Official Referee Chemist for Meal by the National Soybean Processors Association. Certificates of quality analysis by an Official Chemist shall be binding on all parties. (09/01/94)

1238.01 Sampling - The official sample will be taken at origin by Automatic Mechanical Sampler (A.O.C.S. Official Method BA 1-38, Rev. 1966) or Pneumatic Probe Sampler (A.O.C.S. Official Method BA 1-38, Rev. 1966). Shipper shall, on the next business day after loading, mail a portion of the official sample in an air tight container properly identified to the owner at an address specified by the owner when he submits loading orders.

Any shipment testing 12.5% moisture or less based on official sample shall not be subject to rejection or penalty on account of moisture content. Penalty for excess moisture:

Excess moisture two times delivered market price on date of shipment for excess moisture from 12% to 13% and 21-2 times delivered market price on date of shipment for excess moisture above 13%.

Any shipment testing no more than 0.3% of fiber above the fiber specification (based on official sample adjusted to 12% moisture) shall not be subject to rejection or penalty on account of fiber content. When the amount of fiber exceeds 3.8% (based on official sample adjusted to 12% moisture), the shipment shall be discounted 1.0% of the delivered market price on date of shipment for each 0.1% fiber in excess of 3.5%.

Any shipment of soybean meal testing within 0.5% of protein below 48% protein (basis official sample moisture 12.0% or less; protein to be calculated on 12.0% moisture basis if official sample moisture exceeds 12.0%) shall not be subject to rejection or penalty on account of protein content. Protein deficiency claims shall be settled between the parties on the basis of two times the delivered market price per unit of protein on date of shipment and shall be calculated on the same moisture basis as for protein rejection.

If the owner's analysis of the official sample indicates quality deficiency, the owner shall submit his analysis and claim in writing to the shipper within 30 days after arrival of car. The shipper shall, within five (5) business days, after receipt of the owner's analysis and claim, report his analysis of the official sample to the owner. In the event that the owner and the shipper do not reach agreement on analysis and/or settlement, the third portion of the official sample shall be sent to an Official Chemist and his analysis will be binding upon both parties for final settlement. The expense of the analysis will be borne

by the party in error.

If the owner and the shipper cannot agree that the official sample is representative of the shipment, a representative sample shall be obtained at destination by a disinterested qualified person mutually agreed upon by the owner and shipper. Such destination sample must be obtained within 24 hours of arrival and prior to unloading. "Constructive placement" shall be considered arrival at destination. The official procedure for sampling at destination shall be the Pneumatic Probe Sampler. (A.O.C.S. Method BA 1-38, Rev. 1966) and the sample shall be submitted to an official chemist. The results of his analysis of the destination sample shall be binding on both parties for final settlement. The expense of such sampling and analysis, shall be borne by the owner if the owner insists on destination sampling and analysis unless the shipper has failed to take an official sample at origin, in which event, the expense of taking and analyzing the destination sample shall be borne by the shipper. (09/01/94)

1239.01 Weighing - Weighing and official weights, as defined in the National Soybean Processors Association Trading Rules for the Purchase and Sale of Soybean Meal, shall be binding on all interested parties. (09/01/94)

1241.01 Shipping Plants - Soybean Meal Shipping Certificates shall specify shipment from one of the plants currently regular for delivery and located in Central Territory, Northeast Territory, Mid South Territory, Missouri Territory, Eastern lowa Territory, or Northern Territory as defined in this Regulation.

The Exchange may declare additional shipping plants regular for delivery which shall apply on all contracts outstanding or made thereafter.

SHIPPING PLANTS

(a) All loadings of soybean meal against Soybean Meal Shipping Certificates shall be in bulk free on board railroad cars at shipping plants.

(b) Payment for Shipping Certificates issued in "Central Territory" (viz.: shipping plants located in Illinois and Kentucky) will be at contract price.

(c) Payment for Shipping Certificates issued in "Northeast Territory" (viz.: shipping plants located in Indiana and Ohio) will be at a premium of $2.00 per ton over contract price.

(d) Payment for Shipping Certificates issued in "Mid South Territory" (viz.: shipping plants located in all of Tennessee and Arkansas and that part of Mississippi and Alabama north of a line extending eastward from the Arkansas and Louisiana border) will be at a premium of $7.00 per ton over contract price.

(e) Payment for Shipping Certificates issued in "Missouri Territory" (viz.: shipping plants located in Missouri) will be at a premium of $1.50 per ton over contract price.

(f) Payment for Shipping Certificates issued in "Eastern lowa Territory" (viz.: shipping plants located in lowa on and South of the main line of the Illinois Central Gulf RR from Dubuque, lowa to lowa Falls, lowa; and on and East of the main line of the Chicago Rock Island RR from lowa Falls to the Chicago & Northwestern RR from Des Moines through Blockton, lowa) will be made at a discount of $4.00 per ton under contract price.

(g) Payment for Shipping Certificates issued in "Northern Territory" (viz.: shipping plants located in that portion of lowa not included in "Eastern lowa Territory") will be at a discount of $3.00 per ton under contract price.

(h) For a given soybean crop year ending August 31 and a given Soybean Meal futures delivery territory except the "Central Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within that Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is less than or equal to 0.5, payment for Shipping Certificates issued from that territory will be at a premium of $.50 per ton over contract price in addition to the territorial delivery differential adjustment.

(i) For a given soybean crop year ending August 31, when the "Central Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to maximum

CBOT 24 hour soybean meal production capacity within the Central Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is less than or equal to 0.5, payment for Shipping Certificates issued from all other territories will be at a discount of $.50 per ton under contract price in addition to the territorial delivery differential adjustments.

(j) For a given soybean crop year ending August 31 and a given Soybean Meal futures delivery territory except the "Central Territory," when the weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within that Soybean Meal futures delivery territory, relative to that ratio for the combined remaining Soybean Meal territories, is greater than or equal to 2.0, payment for Shipping Certificates issued from that territory will be at a discount of $.50 per ton under contract price in addition to the territorial delivery differential adjustment.

(k) For a given soybean crop year ending August 31, when the "Central Territory's" weekly (as of Friday) cumulative average ratio of outstanding Soybean Meal Shipping Certificates to CBOT maximum 24 hour soybean meal production capacity within the Central Soybean Meal futures delivery terriory, relative to that ratio for the combined remaining Soybean Meal territories, is greater than or equal to 2.0, payment for Shipping Certificates issued from all other territories will be at a premium of $.50 per ton over contract price in addition to the territorial delivery differential adjustments.

(l) Items (h) through (k) of Regulation 1241.01 shall apply to all CBOT Soybean Meal futures contracts delivered during a one calendar year period beginning with January following the soybean crop year ending August 31, provided that there are on a weekly average at least 150 CBOT outstanding Soybean Meal Shipping Certificates in all Soybean Meal delivery territories combined during that previous soybean crop year.

(m) Based on the adjustments made to territorial delivery differentials during a given calendar year as outlined in items (h) through (I) of Regulation 1241.01, the CBOT shall announce and publish by September 15 of that given calendar year new territorial delivery differentials applicable to all Soybean Meal futures contracts delivered during the next calendar year. (01/01/04)

1242.01 Deliveries by Soybean Meal Shipping Certificates - Deliveries of Soybean Meal shall be made by delivery of Soybean Meal Shipping Certificates issued by Shippers designated by the Exchange as regular to issue Soybean Meal Shipping Certificates using the electronic field which the Exchange and the Clearing Services Provider require to be completed. In order to effect a valid delivery each Soybean Meal Shipping Certificate must be endorsed by the holder making the delivery, and transfer as specified above constitutes endorsement. Such endorsement shall constitute a warranty of the genuineness of the Certificate and of good title thereto, but shall not constitute a guaranty, by any endorser, of performance by the issuer of the Certificate. Such endorsement also shall constitute a representation that all premium charges have been paid on the Soybean Meal covered by the Certificate, in accordance with Regulation 1256.01.2067 (12/01/03)

1243.01 Registration of Soybean Meal Shipping Certificates - Soybean Meal Shipping Certificates in order to be eligible for delivery must be registered with the Official Registrar and in accordance with the requirements issued by the Registrar. Registration of Soybean Meal Shipping Certificates shall also be subject to the following requirements:

(a) Shippers who are regular for delivery may register certificates at any time. If the shipper determines not to tender the shipping certificate by 4:00 p.m. on the day it is registered, or by such other time designated by the Exchange, the shipper shall declare the certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant. The holder of a registered certificate may cancel its registration at any time. A certificate which has been cancelled may not be registered again.

(b) No notice of intention to deliver a certificate shall be tendered to the Clearing Services Provider unless said certificate is registered and in the possession of the clearing member tendering the notice or unless a shipping certificate is registered and outstanding. When a notice of intention to deliver a certificate has been tendered to the Clearing Services Provider, said certificate shall be considered to be "outstanding" until its registration is cancelled.

(c) From his own records, the Registrar shall maintain a current record of the number of certificates that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any shipping certificates that have been declared withdrawn.

(d) When a registered shipper regains control of a registered certificate

calling for shipment from one of his plants, which is any manner relieves him of the obligation of ship meal upon demand of a party other than himself, the shipper shall, by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of said certificate or declare that said certificate is withdrawn but is to remain registered by transmitting to the Registrar the certificate number and the name and location of the shipping plant, except in the case where a notice of intention to redeliver said certificate for the shipper has been tendered to the Clearing Services Provider by 4:00 p.m. or by such other time designated by the Exchange, of the day that the shipper regained control of said certificate.

(e) The Registrar shall not divulge any information concerning the registration, delivery or cancellation of certificates other than the record posted on the Exchange Floor and the CBOT website, except that he shall issue a daily report showing the total number of registered certificates as of 4:00 p.m., or by such other time designated by the Exchange, on each trading day of the week. In addition to the information posted on the Exchange Floor and the CBOT website, this daily report will show the names of shippers whose certificates are registered and the location of the shipping plants involved. This report shall not include any shipping certificates which have been declared withdrawn. 2069 (12/01/03)

1244.01 Certificate Format - The Exchange and the Clearing Services Provider shall determine the electronic fields which are required to be completed in connection with an electronic shipping certificate.

The electronic shipping certificate obligates the shipper, for value received and receipt of the certificate properly endorsed, and subject to a lien for payment of premium charges, to deliver the specified quantity of Soybean Meal conforming to the standards of the Exchange, and to ship such Soybean Meal in accordance with orders of the lawful owner of the certificate and in accordance with the Rules and Regulations of the Exchange. Delivery shall be by rail or truck according to the registered loading capability of the shipper.

Delivery of the electronic shipping certificate to the issuer by the owner of the certificate, for the purpose of shipment of Soybean Meal, is conditioned upon loading of Soybean Meal in accordance with the Rules and Regulations of the Exchange, and a lien is claimed until all loadings are complete and proper shipping documents presented accompanying demand draft for freight and premium charges due which the owner of the certificate agrees to honor upon presentation. (12/01/03)

1246.01 Date of Delivery - Delivery of Soybean Meal Shipping Certificates may be made by the Seller upon any permissible delivery day of the delivery month but no later than the second business day following the last day of trading in a delivery month. 2072 (09/01/94)

1247.00 Delivery Notice - (See 1047.00) (09/01/94)

1247.01 Delivery Notices - (See 1047.01) (09/01/94)

1248.00 Method of Delivery - (See 1048.00) (09/01/94)

1249.00 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (09/01/94)

1249.01 Time of Issuance of Delivery Notice - (See 1049.c (02/01/03)

1249.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (09/01/94)

1249.03 Sellers' Invoice to Buyers - (See 1049.03) (09/01/94)

1249.04 Payment - Payment shall be made utilizing the electronic delivery system via the Clearing Services Provider's Online System. Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Exchange. Thus the cost of the delivery will be debited or credited to a clearing firm's settlement account. Buyers obligated to accept delivery must take delivery and make payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the day of delivery, except on banking holidays when delivery must be taken or made and payment made during the 6:45 a.m. settlement process, or such other time designated by the Exchange, on the next banking business day. (12/01/03)

1250.00 Duties of Members - (See 1050.00) (09/01/94)

1250.01 Failure to Deliver - (See 1050.01) (12/01/03)

1251.01 Office Deliveries Prohibited - No office deliveries of soybean meal shipping certificates may be made by clearing members. Where a futures commission merchant has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it receives from its customers who are short. 2064 (12/01/03)

1254.00 Failure to Accept Delivery - (See 1054.00) (09/01/94)

1254.01 Failure to Accept Delivery - (See 1054.01) (12/01/03)

1256.01 Premium Charges - No Soybean Meal Shipping Certificates shall be valid for delivery on future contracts unless the premium charges shall have been paid up to and including the 18th day of the preceding month and such payment endorsed on the Soybean Meal Shipping Certificate unless registration is at a later date. Unpaid accumulated premium charges shall be allowed and credited to the Buyer by the Seller to and including the date of delivery.

If premium charges are not paid on-time up to and including the 18/th/ calendar day preceding the delivery months of March and September and by the first calendar day of each of these delivery months, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated premium charges multiplied by the "prime interest rate" in effect on the day that the accrued storage rates are paid, all multiplied by the number of calendar days that premium is overdue, divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank, and the Northern Trust Company.

The premium charges on Soyabean Meal for delivery shall not exceed 7 cents per ton per day. 2068 (06/01/01)

1256.03 Payment of Fees - All outloading fees, including weighing, to load Soybean Meal into railroad car, are to be paid by issuer of Soybean Meal Shipping Certificate. 2075 (09/01/94)

Ch12 Regularity of Issuers of Shipping Certificates
1290.01 Loading and Shipment of Meal Against Soybean Meal Shipping Certificates -

(a) The operator of a shipping plant issuing Soybean Meal Shipping Certificates shall limit the number of Shipping Certificates issued to an amount not in excess of 15 times its registered total daily rate of loading plus the amount of meal or flakes in store (not limited to meal meeting minimum contract standards). All such meal or flakes in store must be stored in facilities for which the capacity has been registered with the Board of Trade and which have been inspected by the Registrar. The shipper shall register his total daily rate of loading covered hopper cars at not less than 40% nor more than 100% of his maximum 24 hour soybean meal production capacity. Each plant must be regular for a minimum total daily rate of loading of 200 tons per day.

(b) Each regular plant must also register a daily rate of loading for truck. The daily rate of loading for truck must be registered at not less than 40% of the registered total daily rate of loading for the plant.

(c) Each regular plant shall be required to load-out soybean meal against cancelled Shipping Certificates at a daily rate equivalent to the greater of either its registered total daily rate of loading, or 1/21st of the total amount of soybean meal represented by Shipping Certificates issued by the plant but not yet loaded.

(d) Each regular plant shall be required to load covered hopper cars against Shipping Certificates at a rate not greater than that established in paragraph (c), and trucks at a rate not greater than that determined by multiplying the rate established in paragraph (c) by the share of the registered total daily rate of loading registered by the plant as its daily rate of loading for truck. However, on days when rail and truck loading against Shipping Certificates takes place concurrently, the required daily rate of loading into each conveyance shall be determined by prorating the rate established in paragraph (c).

(e) The shipper shall assess a premium charge of 7 cents per ton per calendar day for each day a Soybean Meal Shipping Certificate is outstanding starting the day after the date of registration by the Registrar. When rail loading orders specify shipment within four business days the premium charge shall continue through the business day following the receipt of loading orders. Otherwise, the premium charge shall continue through the day of rail loading. "Business days" are those on which the Exchange is open for trading Soybean Meal. In the case of shipment by truck, the premium charge shall continue through the day of loading.

(f) The shipper shall maintain, in the immediate vicinity of the Exchange, either an office, or a duly authorized representative or agent approved by the Exchange, where owners of Shipping Certificates may pay premium charges, surrender properly endorsed Shipping Certificates for cancellation and file loading orders and shipping instructions.

(g) Rail Loading Procedures

(1) The owner requesting rail load-out will furnish written rail loading orders and shipping instructions to the shipper by the close of business on the first business day following the date of cancellation of the Shipping Certificates in the Registrar's office. The loading orders shall specify if rail equipment will be the owner's (including leased cars) or shall specify the owner's election as to the type and size of covered hopper car to be ordered by the shipper. The shipper will load covered hopper cars with a capacity of 75 tons or larger. Loadings will be in bulk, and shipments will be subject to the existing freight tariff Rules and Regulations of the railroads on file with the Interstate Commerce Commission at the time of loading. The shipper is responsible for loading suitable railroad owned or leased cars or owner's cars (including leased cars) which are available for loading at the facility. Owner and shipper will cooperate to ensure timely placement and loading of rail equipment or alternate shipping modes.

(2) All loading orders and shipping instructions received prior to 2:00 p.m. on a given business day shall be considered dated that day and shall be entitled to equal treatment. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day. Loading against all rail loading orders dated on a given business day shall be

completed before loading begins on any rail loading orders dated on a subsequent business day subject to the provisions of subparagraph 4 of this paragraph.

(3) When rail loading orders and shipping instructions are received by 2:00 p.m. of any given business day, the shipper will advise the owner by 10:00 a.m. the following business day of loading dates and tonnage due. Notification will be by telephone, telex or telefax.

(4) When a shipper has received one or more rail loading orders and shipping instructions, he shall begin loading against them within 4 business days following their receipt, unless the owner requests a deferred loading date in his loading orders. When loadings against rail loading orders cannot be completed on the fourth following business day of their receipt, the shipper shall continue loading against such loading orders on each calendar day thereafter. Shipping instructions are to be provided to the Shipper by the owner 2 business days before loading is to begin. The shipper shall load at the rate specified in paragraph (d) of this Regulation.

(5) When loading against rail loading orders and shipping instructions received by a shipper prior to 2:00 p.m. on a given business day cannot be completed by the fourth following business day, the shipper shall allocate daily loadings against such loading orders as equitably as possible on a pro-rata basis. Starting of loading against small orders may be delayed until the first day when pro-ration entitles such an order to an allocation of a full car, but in such a case loading of the last car against the order shall be accelerated by the same number of days as loading of the first car was delayed.

(6) The shipper shall load cars at the shipping plant designated in the Shipping Certificate. If it becomes impossible to load at the designated shipping plant because of an Act of God, fire, flood, wind, explosion, war, embargo, civil commotion, sabotage, law, act of government, labor difficulties or unavoidable mechanical breakdown, the shipper will arrange for covered hopper cars to be loaded at another regular shipping plant in conformance with the Shipping Certificate and will compensate the owner for any transportation loss resulting from the change in the location of the shipping plant. If the aforementioned condition of impossibility prevails at a majority of regular shipping plants, then shipment may be delayed for the number of days that such impossibility prevails at a majority of regular shipping plants.

(7) Rail loading orders involving one or more Shipping Certificates shall be considered as one lot. The minimum amount shipped against each loading order shall be the number of Shipping Certificates specified therein times 100 tons. A tolerance of 5 tons over the total may be shipped to be settled at the market price at the time of shipment of the last car of the order.

(8) Rail cars must be loaded to "full visible capacity" unless tonnage on cancelled shipping certificates does not cover rail car capacity.

(9) The owner will be responsible for whatever demurrage costs that are involved in loading multiple car or trainload shipments. All demurrage charges must be substantiated with a citation of car numbers loaded against cancelled Shipping Certificates either by proper notations on the shipper's average demurrage agreement with the carrier or actual demurrage bills rendered against cars shipped. 2078

(h) Truck Loading Procedures

(1) The owner requesting truck load-out shall furnish written loading orders and shipping instructions to the shipper by the close of business on the first business day following the date of cancellation of Shipping Certificates in the Registrar's Office. The owner shall supply the trucks. Open-top trucks with a minimum capacity of 20 tons must be provided. No vans or trucks with porthole loading shall be acceptable. Owner and shipper shall cooperate to ensure timely placement and loading of truck equipment.

(2) All truck loading orders and shipping instructions received prior to 2:00 p.m on any given business day shall be considered dated that day and shall be entitled to equal treatment. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

(3) When truck loading orders and shipping instructions are received by 2:00 p.m. on any given business day, the shipper will advise the owner of loading dates and tonnage due by 10:00 a.m. the next business day. Notification will be by telephone, telex or telefax.

(4) The shipper shall begin loading against truck loading orders and shipping instructions on the fourth business day after their receipt. The shipper shall load at the rate specified in paragraph (d) of this Regulation.

(5) Truck loading shall occur during normal truck loading hours, as declared in the plant's application for regularity, and on normal business days. "Normal business days" shall be those on which the Exchange is open for trading Soybean Meal futures.

(6) A premium of $3.50/ton shall be applied to all shipments of meal loaded out by truck and shall be payable when shipping orders are filed.

(7) The owner shall present his trucks for loading at the shipping plant designated in the Shipping Certificate by 12:00 noon on the scheduled loading day. If trucks arrive by 12:00 noon, the shipper shall load the same day or be subject to the penalties and procedures specified in subparagraphs (10) and (11) of this paragraph (Truck Loading Procedures). If trucks arrive after 12:00 noon, the shipper shall be under no obligation to load and the owner shall be subject to the penalties and procedures specified in subparagraphs (8) and (9) of this paragraph.

(8) If the owner fails to present his trucks on time on the scheduled loading day, he shall be subject to a grace period until 12:00 noon the next business day and shall not be liable for a penalty up to that time. If the owner fails to present his trucks by 12:00 noon of the business day following the scheduled loading day, he shall be liable for a penalty of $4/ton/day for all meal not loaded out as scheduled.

(9) If, for any reason, the owner is unable to present his trucks for three consecutive normal business days, beginning with the originally scheduled loading day, the shipper may at his election:

i) Load the meal into rail cars for the owner and inform him of rail car numbers, or

ii) Reissue a Shipping Certificate to the owner. If a Shipping Certificate is reissued, the premium charge specified in paragraph (e) of this Regulation shall be assessed retroactively, beginning the day after the business day following the receipt of loading orders.

In these cases the owner is liable for the penalty specified in subparagraph (8) of this paragraph, if any, for two business days. The truck loading premium specified in subparagraph (6) of this paragraph shall be credited against any penalties due or refunded in full if there are no penalties due. If shipper elects either of these options he must promptly notify the owner.

(10) If the shipper fails to load the owner's trucks by 12:00 midnight on the scheduled loading day he shall be subject to a grace period until the next business day and shall not be subject to a penalty up to that time. If the shipper fails to load the owner's truck by 12:00 midnight of the business day following the scheduled loading day, he shall be liable for a penalty of $4/ton/day for all meal not loaded out as scheduled.

(11) If, for any reason, the shipper is unable to load the owner's trucks for three consecutive normal business days, beginning with the originally scheduled loading day, the shipper shall, with the owner's consent, make the meal available for truck load-out on the third day at another regular plant, in conformance with the Shipping Certificate, and will compensate the owner for any transportation loss resulting from the change in the location of the shipping plant.

(12) A tolerance of five tons over the total truck shipment may be loaded and settled at the market price at the time the last truck is loaded.

(i) Change of Election for Mode of Load-Out Due to Unavailability of Rail Cars

The owner may elect to amend rail loading orders to load-out by truck in the event of rail car unavailability. Rail loading orders amended in this manner shall be entitled to equal treatment. A premium of $3.50/ton shall be applied to all shipments of meal loaded-out by truck and shall be payable on the day loading orders were amended to specify the owner's election for load-out by truck.

(j) Certification of Soybean Meal - Effective September 1, 1992 and upon written request by a taker of delivery at the time loading orders are submitted for the delivery of soybean meal against canceled shipping certificates, the shipper shall certify in writing to the taker of delivery on the day that the transportation conveyance is loaded that the soybean meal is produced from soybeans of U.S. origin only. Shipping certificates issued prior to September 1, 1992 will be deliverable against futures contracts beginning September 1992 only if the regular shipper provides certification on the shipping certificate that the U.S. origin-only option is available to the taker of delivery of soybean meal. (05/01/95)

1291.01 Conditions of Regularity - Shipping Plants may be declared regular for the delivery of soybean meal with the approval of the Exchange. Persons operating Soybean Meal shipping plants who desire to have such plants made regular for delivery of Soybean Meal under the Rules and Regulations shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange prior to May 1 of an even year, for a two year term beginning the following July 1, and at any time during a current term for the balance of that term. Regular Soybean Meal shipping plants that desire to increase their regular capacity during a current term shall make application for the desired amount of total regular capacity on the same form. Initial regularity for the current term and increases in regularity shall be effective either thirty days after a notice that a bona fide application has been received is posted by the Exchange, or the day after the application is approved by the Exchange, whichever is later. Persons operating soybean meal shipping plants who desire to have their daily rate of loading decreased, shall file with the Exchange a written request for such decrease. The decrease in the daily rate of loading for the facility will become effective 30 days after a notice has been posted by the Exchange or the day after the number of outstanding certificates at the facility is equal to or less than 15 times the requested rate of loading plus the amount of meal or flakes in store, whichever is later. Persons operating soybean meal shipping plants who wish to have their regular capacity space decreased shall file with Exchange a written request for such decrease and such decrease shall be effective once a notice has been posted. Applications for renewal of regularity must be made prior to May 1 by the Exchange of even years, for the respective years beginning July 1 of those years, and shall be on the same form.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary.

The following shall constitute the minimum requirements and conditions of regularity for soybean meal shipping plants:

1. The plant of the shipper making application shall be inspected by the Exchange.

2. Such shipping plant shall be connected by railroad tracks with one or more railway lines.

3. The operator or manager of such shipping plant shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 4E. No shipping plant shall be declared regular until the person operating the same files a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

4. Such shipping plant shall be provided with standard equipment and appliances for the convenient and expeditious shipping of Soybean Meal in bulk in the conveyances for which the plant is registered with the Exchange according to Regulation 1290.01 (a) and (b).

5. The operator or manager of such shipping plant shall comply with the system of registration of Soybean Meal Shipping Certificates for Soybean Meal to be shipped in satisfaction of deliveries on futures contracts.

6. No shipper shall engage in any unethical or inequitable practice or fail to comply with any law, Federal or State, or any rule or regulation promulgated thereunder.

7. The shipper shall make such reports, keep such records, and permit such processing plant visitations as the Secretary of Agriculture may prescribe, and shall comply with all applicable Rules and Regulations and orders promulgated by the Secretary of Agriculture or the Commodity Futures Trading Commission, and shall comply with all requirements made by the Exchange because of such Rules and Regulations or orders.

8. The plant must not have been continuously out of operation for the two consecutive years prior to application for regularity or renewal thereof.

9. The operator or manager of such shipping plant shall accord every facility to the Exchange for the examination of the facility and the stocks of soybean meal which may be on hand at any time. Such examination may be made at any time.

10. Soybean Meal inventory which is covered by shipping certificates tendered for delivery shall be insured against the contingencies provided for in a standard "All Risks" policy (including earthquake) to such an extent and in such amounts as required by the Exchange. The shipper shall furnish the Exchange with either a copy of the current insurance policy or policies, or a written confirmation from the insurance company that such insurance has been effected.

11. The operator or manager of such shipping plant shall be subject to the Exchange's Rules and Regulations pertaining to arbitration procedures, as set forth in Chapter 6, and, with respect to compliance with Rules and Regulations pertaining to a shipping plant's regularity, shall be subject to the Exchange's Rules and Regulations pertaining to disciplinary procedures, as set forth in Chapter 5.

12. The operator or manager of such shipping plant shall consent to the disciplinary jurisdiction of the Exchange for five years after such regularity lapses, for conduct pertaining to regularity which occurred while the shipping plant was regular.

13. The Exchange may determine not to approve shipping plants for regularity or increases in regular capacity of existing regular shipping plants, in its sole discretion, regardless of whether such shipping plants meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether shipping certificates issued by such shipping plants, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Meal futures contracts or impair the efficacy of futures trading in Soybean Meal, or whether the currently approved regular capacity provides for an adequate deliverable supple. 2077 (01/01/04)

1294.01 Revocation, Expiration or Withdrawal of Regularity - Any regular shipper may be declared irregular at any time if he fails to carry out the duties of delivery by Soybean Meal Shipping Certificate as prescribed by these Regulations or violate any conditions of regularity. If designation of a shipper as regular shall be revoked, the Exchange shall announce such revocation on the bulletin board of the Exchange and also the period of time, if any, during which the Soybean Meal Shipping Certificates issued by such shipper shall thereafter be deliverable in satisfaction of futures contracts in Soybean Meal under the Rules and Regulations.

In the event of revocation, expiration or withdrawal of regularity, or in the event of sale or abandonment of the properties where regularity is not reissued, holders of outstanding shipping certificates shall be given thirty days to take load-out of the commodity from the facility. If a holder of an outstanding shipping certificate chooses not to take load-out during this period, the facility must provide him with another shipping certificate at another, mutually acceptable regular shipping plant, with adjustments for differences in contract differentials. Alternatively, if such shipping certificate is unavailable, the facility must provide the holder with an equivalent quantity and quality of the soybean meal designated in the shipping certificate at a mutually acceptable location. 2079 (09/01/94)

1295.01 Application for Declaration of Regularity - All applications by operators of shipping plants for a Declaration of Regularity under Regulation 1291.01 shall be on the following form:

SHIPPER'S APPLICATION FOR A DECLARATION OF REGULARITY FOR CONTRACTS FOR FUTURE DELIVERY UNDER THE RULES AND REGULATIONS OF THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC. FOR THE DELIVERY OF SOYBEAN MEAL

_____,20_____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
Chicago, Illinois

_____(hereinafter called Shipper), owner/lessee* of a soybean
(Shipper Name) (Circle One)

processing facility located at_____
(Address, City, State, Zip)

in the following territory, (Please indicate which territory you are applying for.)

____Central Territory ____Mid South Territory ____Eastern Iowa Territory

_____Northeast Territory _____Missouri Territory _____Northern Territory

hereby submits this application to the Board of Trade of the City of Chicago, Inc. (hereinafter called "Exchange") for a Declaration of Regularity to issue Shipping Certificates for the delivery of Soybean Meal upon contracts for future delivery for a period beginning on July 1, 20___ and ending on June 30, 20___.

The soybean processing facility has a maximum 24 hour crushing capacity of_____ bushels of Soybeans per day multiplied by the factor 0.022 for a maximum 24 hour production capacity of_____tons of Soybean Meal per day, has a storage capacity of_____tons of Soybean Meal, is licensed/not licensed by the State of_____,
(circle one)
and will have_____tons as its registered total daily rate of loading (not less than 40% nor more than 100% of Shipper's maximum 24 hour soybean meal production capacity and a minimum of 200 tons per day). The daily rate of loading for trucks shall be at least_____% (minimum 40%) of the Shipper's registered total daily rate of loading.

* Please include a copy of the lease or service agreement with application.

Conditions of Regularity

A declaration of regularity, if granted, may be revoked by the Exchange whenever the following conditions, or any other conditions specified in Regulation 1291.01 or duties specified in Regulation 1290.01, or any other relevant Rules and Regulations are not observed:

1. The Shipper must:

    (1) submit bonds or letters of credit to the Exchange as it may require.

    (2) not charge premium charges on Soybean Meal under obligation for shipment in excess of the premium charges defined in Regulation 1256.01.

    (3) notify the Exchange immediately of any change in its capital ownership, or any reduction in net worth of 20 percent or more from the level reported in the last financial statement filed with the Exchange, or of any change in the physical condition of the shipping plant.

    (4) make such reports, keep such records, and permit such shipping plant visitation as the Exchange or the Commodity Futures Trading Commission may require and comply with all applicable Rules and Regulations of the Exchange and the CFTC.

    (5) insure against the contingencies provided in a standard "All Risks" policy (including earthquake), in such amounts as required by the Exchange.

    (6) submit an application for renewal of a declaration of regularity in writing on or before May 1/st/ every even year.

    (7) if the Shipper leases the shipping plant or has entered into some form of service arrangement pursuant to which an agent or contractor performs the daily operations of the shipping plant, the Shipper remains responsible for compliance with all duties and conditions of regularity and shall be responsible for the conduct of its agents or contractors.

    (8) notify the Exchange in writing immediately of any change in the maximum 24 hour crushing capacity of soybeans at the Soybean Meal shipping plant.

2. The Shipping Plant must be:

    (1) subject to the prescribed examination and approval of the Exchange.

    (2) connected by railroad tracks to one or more railway lines.

    (3) equipped with standard equipment and appliances for the convenient and expeditious shipping of Soybean Meal in bulk.

3. The Shipping Plant and the Shipper must conform to the requirements of the Exchange as to location, accessibility and suitability as may be prescribed by the Rules and Regulations of the Exchange.

Agreements of the Shipper

The Shipper expressly agrees:

(1) that all Soybean Meal tendered in satisfaction of futures contracts will be weighed by an Official Weigher as outlined in Regulation 1239.01.

(2) that all Soybean Meal Shipping Certificates tendered in satisfaction of futures contracts will be registered with the Registrar of the Exchange.

(3) to abide by all of the Rules and Regulations of the Exchange relating to the shipping of Soybean Meal deliverable in satisfaction of futures contracts and the delivery thereof, including the duties set forth in Regulation 1290.01.

(4) to designate a clearing agent in Chicago authorized to act upon the Shipper's behalf in matters pertaining to Shipping Certificates.

(5) that the Exchange may revoke the Shipper's declaration of regularity, if granted, for any breach of these agreements.

(6) that the signing of this application constitutes a representation that the conditions of regularity are complied with and will be observed during the life of the declaration of regularity, and, if found to be untrue, the Exchange shall have the right to revoke the declaration of regularity immediately.

(7) to be subject to the Exchange's Rules and Regulations, the disciplinary procedures set forth in Chapter 5, and the arbitration procedures set forth in Chapter 6, and to abide by and comply with the terms of any disciplinary decision imposed upon the Shipper or any arbitration award issued against it pursuant to the Exchange's Rules and Regulations.

(8) to consent to the disciplinary jurisdiction of the Exchange for five years after regularity lapses for conduct which occurred while the Shipper was regular.

Please be advised that, pursuant to Regulation 1291.01(13), the Exchange may determine not to approve shipping plants for regularity or increases in regular capacity of existing regular shipping plants, in its sole discretion, regardless of whether such shipping plants meet the conditions of regularity specified in Regulation 1291.01. Some factors the Exchange may, but is not required to consider in exercising its discretion may include, among others, whether shipping certificates issued by such shipping plants, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Soybean Meal futures contracts or impair the efficacy of futures trading in Soybean Meal, or whether the currently approved regular capacity provides for an adequate deliverable supply.

By:_____
(Name)

Title:_____

Date:_____
(03/01/04)

Ch12 Regularity of Issuers of Shipping Certificates

1296.01 Regular Shippers - (See Appendix 12A) (09/01/94)

Chapter 13
Oats Futures Options

Chapter 13
Oats Futures Options

Ch13 Trading Conditions

1301.00 Authority - (See Rule 2801.00.) (09/01/94)

1301.01 Application of Regulations - Transactions in put and call options on Oats futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on Oats futures contracts. (See Rule 490.00) (09/01/94)

1302.01 Nature of Oats Futures Put Options - The buyer of one (1) Oats futures put option may exercise his option at any time prior to expiration (subject to Regulation 1307.01), to assume a short position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Oats futures put option incurs the obligation of assuming a long position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (09/01/94)

1302.02 Nature of Oats Futures Call Options - The buyer of one (1) Oats futures call option may exercise his option at any time prior to expiration (subject to Regulation 1307.01), to assume a long position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Oats futures call option incurs the obligation of assuming a short position in one (1) Oats futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (09/01/94)

1303.01 Trading Unit - One (1) Oats futures contract of a specified contract month on the Chicago Board of Trade 09/01/94)

1304.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per Oat futures contract (i.e., 2.50, 2.55, 2.60, etc.) in integral multiples of ten (10) cents per bushel per Oat futures contract (i.e., 2.50, 2.60, 2.70, etc.) and in integral multiples of twenty (20) cents per bushel per Oat futures contract (i.e., 2.80, 3.00, 3.20, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Oat futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to insure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Oat futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Oat futures contract and the next five consecutive higher and the next five consecutive lower strikes. For example, five-cent strike price intervals for the September 2001 contract would be added on June 25, which is the business day after the expiration of the July contract month.

   b. Over time, new five-cent strike prices will be added to ensure that at least five strike prices exist above and below the precious day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

1305.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

1306.01 Option Premium Basis - The premium for Oats futures options shall be in multiples of one-eighth (1-8) of one cent per bushel of a 5,000 bushel Oats futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (09/01/94)

1307.01 Exercise of Option - The buyer of an Oats futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(12/01/03)

1307.02 Automatic Exercise - Notwithstanding the provisions of Regulation 1307.01 after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(12/01/03)

1307.03 Correction to Option Exercises Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s),or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

1308.01 Expiration of Option - Unexercised Oats futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

1309.01 Months Traded In - Trading may be conducted in the nearby Oats futures options contract month plus any succeeding months, provided however, that the Board or a Committee authorized by the Board may determine not to list a contract month. For options that are traded in months in which Oats futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

1310.01 Trading Hours - The hours of trading of options on Oats futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Oats futures contract, subject to the provisions of the second paragraph in Rule 1007.00. On the last day of trading in an expiring option, the expiring Oats futures options shall be closed with a public call, made strike price by strike price, conducted by such persons as the Regulatory Compliance Committee shall direct. Oats futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Committee shall direct. (03/01/00)

Ch13 Trading Conditions

1311.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

1312.01 Margin Requirements - (See Regulation 431.05) (09/01/94)

1313.01 Last Day of Trading - No trades in Oats futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Oats futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

1314.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in an Oats futures option at a premium of more than the trading limit for the Oats futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 14
CBOT 5,000 oz. Silver Futures

Chapter 14
CBOT 5,000 oz. Silver Futures

CH14 TRADING CONDITIONS

1401.01 Authority - Trading of Silver futures may be conducted under such terms and conditions as may be prescribed by the Rules and Regulations. (10/01/04)

1402.01 Application of Regulations - Transactions in Silver futures shall be subject to the general rules and regulations of the Exchange as far as applicable and shall also be subject to the rules and regulations contained in this chapter, which are exclusively applicable to trading in 5,000 oz. Silver futures contracts. (10/01/04)

1403.01 Unit of Trading - The unit of trading for Silver shall be five thousand troy ounces. Bids and offers may be accepted in lots of five thousand troy ounces or multiples thereof. (10/01/04)

1404.01 Months Traded In - Trading in Silver for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

1405.01 Price Basis - All prices of Silver shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of 10/100 of one cent per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

1406.01 Hours of Trading - The hours of trading for future delivery in Silver futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:25 p.m. (10/01/04)

1407.01 Last Day of Trading - No trades in Silver futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1408.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

1408.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1407.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

1409.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (10/01/04)

1410.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/04)

1411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/04)

1436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be refined Silver in a bar cast in a basic weight of either 1,000 troy ounces or 1,100 troy ounces (each bar may vary no more than 6% more or less); assaying not less than 999 fineness; and made up of one of the brands and markings officially listed by the Exchange as provided in Regulation 1440.01, current at the date of delivery of such silver. (10/01/04)

1440.01 Brands and Markings of Silver - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of silver bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/04)

1440.02 Withdrawal of Approval of Silver Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any silver bars bearing a brand or marking on the official list depreciates below 999 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a silver fineness of not less than 999, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/04)

1440.03 Approved Brands - (See Appendix 14A) (10/01/04)

1440.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all silver must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If silver, is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any silver bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

1440.05 Refiners, Vaults, and Assayers - Exchange approved refiners, vaults, and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

1440.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of silver and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for silver may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/04)

1441.01 Delivery Points - Silver located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/04)

1442.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts, the vault receipt must be issued in accordance with the requirements under Regulation 1436.01 and Appendix 14A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on silver futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of silver. Silver in bars must come to the

regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery. By the tender of a vault receipt for silver duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the silver shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the silver, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the silver must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the silver. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior silver in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

1443.01 Deposit of Silver with Vaults - Silver in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/04)

1443.02 Issuance of Vault Receipts - After the silver has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number.

Where a clearing member of the Exchange delivers silver in bars on an Exchange contract, but did not order such silver into a regular vault, the clearing member shall, for the purposes of Regulation 1442.01, be deemed the original endorser of the vault receipt, and shall warrant to his transferee and each subsequent transferee that such silver was delivered to the regular vault under the terms of Regulation 1442.01. (10/01/04)

1446.01 Date of Delivery - Where Silver is sold for delivery in a specified month, delivery of such silver may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/04)

1447.01 Delivery Notices - (See 1047.01) (10/01/04)

1448.01 Method of Delivery - (See 1048.01) (10/01/04)

1449.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/04)

1449.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/04)

1449.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

1449.04 Payment - Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

1450.00 Duties of Members - (See 1050.00) (10/01/04)

1450.01 Failure to Deliver - (See 1050.01) (10/01/04)

1451.01 Office Deliveries Prohibited - (See 1051.01) (10/01/04)

1454.00 Failure to Accept Delivery - (See 1054.00) (10/01/04)

1454.01 Failure to Accept Delivery - (See 1054.01) (10/01/04)

1456.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/04)

CH14 REGULARITY OF VAULTS

1480.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Silver for delivery on Chicago Board of Trade contracts, provided such Silver is ordered into the vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Silver in storage in balance with Silver represented by its outstanding vault receipts. (10/01/04)

1481.01 Conditions of Regularity - Silver may be delivered against a Silver contract from any vault designated by the Exchange specifically for the storage of silver, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Silver and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Silver received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Silver. The Exchange shall have the authority to employ experts to determine the quantity and quality of Silver in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Silver futures contracts or impair the efficacy of futures trading in Silver, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

1484.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be

irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Silver under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation or expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

1486.01 Regular Vaults - (See Appendix 14B) (10/01/04)

Chapter m14
mini-sized Silver Futures

Chapter m14
mini-sized Silver Futures

Chm14 Trading Conditions

m1401.00 Authority - Trading of mini-sized Silver futures as may be prescribed by Regulation. (09/01/03)

m1402.01 Application of Regulations - Futures transactions in mini-sized Silver futures shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Silver futures contracts. (06/01/04)

m1404.01 Unit of Trading - The unit of trading for mini-sized Silver shall be one thousand troy ounces. Bids and offers may be accepted in lots of one thousand troy ounces or multiples thereof. (10/01/04)

m1405.01 Months Traded In - Trading in mini-sized Silver for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

m1406.01 Price Basis - All prices of mini-sized Silver shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of 10/100 of one cent per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

m1407.01 Hours of Trading - The hours of trading for future delivery in mini-sized Silver futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:25 p.m. (10/01/04)

m1409.01 Last Day of Trading - No trades in mini-sized Silver futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation m1409.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

m1409.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation m1409.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

m1410.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (06/01/04)

m1411.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/01)

m1412.01 Position Limits and Reportable Positions - (See Regulation 425.01)(10/01/01)

Chm14 Delivery Procedures

m1436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be refined Silver in a bar cast in a basic weight of either 1,000 troy ounces or 1,100 troy ounces (each bar may vary no more than 10% more or less); assaying not less than 999 fineness; and made up of one of the brands and markings officially listed by the Exchange as provided in Regulation m1440.01, current at the date of delivery of such silver. (10/01/01)

m1440.01 Brands and Markings of Silver - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of silver bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/01)

m1440.02 Withdrawal of Approval of Silver Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any silver bars bearing a brand or marking on the official list depreciates below 999 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a silver fineness of not less than 999, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/01)

m1440.03 Approved Brands - (See Appendix m14A) (10/01/01)

m1440.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all silver must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If silver is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any silver bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

m1440.05 Refiners, Vaults and Assayers - Exchange approved refiners, vaults and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

m1440.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of silver and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for silver may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/01)

m1441.01 Delivery Points - Silver located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/01)

m1442.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts, the vault receipt must be issued in accordance with the requirements under Regulation m1436.01 and Appendix m14A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on mini-sized silver futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of silver.

Chm14 Delivery Procedures

Silver in bars must come to the regular vaults directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, eact vault receipt must be endorsed by the clearing member making the delivery.

By the tender of a vault receipt for silver duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the silver shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the silver, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the silver must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the silver. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules and Regulations of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior silver in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

m1443.01 Deposit of Silver with Vaults - Silver in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/01)

m1443.02 Issuance of Vault Receipts - After the silver has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the

same letter or number.

Where a clearing member of the Exchange delivers silver in bars on an Exchange contract, but did not order such silver into a regular vault, the clearing member shall, for the purposes of Regulation m1442.01, be deemed the original endorser of the vault receipt, and shall warrant to his transferee and each subsequent transferee that such silver was delivered to the regular vault under the terms of Regulation m1442.01. (06/01/04)

M1444.01 Form of Warehouse Depository Receipt - The following form of warehouse depository receipt shall be used:

Board of Trade of the City of Chicago, Inc.

141 W. Jackson Blvd.. Chicago, IL 60604
(312) 435-3592

Original Negotiable Warehouse Depository Receipt

Date Issued: ---------- No. ----------

The issuer of this instrument will, upon notice and demand, deliver to:

or his or it order 1,000 troy ounces of
- ----------
silver contained in a bar conforming to the delivery specifications contained in the Rules and Regulations of the Board of Trade of the City of Chicago, Inc. Delivery shall be based upon identification markings appearing on said bar. The issuer has not ascertained, and is not responsible for, the authenticity or correctness of markings on, or content, weight or fineness of, said bar. Upon the return of this receipt, properly endorsed, to issuer, and payment of all storage charges pertaining to the silver represented, for which the Board of Trade of the City of Chicago, Inc. claims a lien, the silver will be transferred into the account of the bearer of this certificate.

Board of Trade of the City of Chicago, Inc.

By:

Authorized Signature

Notice: This receipt expires one year from date of issuance. Return to issuer prior to expiration for reissue or delivery. (10/01/04)

m1446.01 Date of Delivery - Where Silver is sold for delivery in a specified month, delivery of such silver may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/01)

m1447.01 Delivery Notices - (See 1047.01) (10/01/01)

m1448.01 Method of Delivery - (See 1048.01) (10/01/01)

m1449.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/01)

m1449.02 Buyer's Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/01)

m1449.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

m1449.04 Payment - Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/01)

m1450.00 Duties of Members - (See 1050.00) (10/01/01)

m1450.01 Failure to Deliver - (See 1050.01) (01/01/04)

m1451.01 Office Deliveries Prohibited - (See 1051.01) (10/01/01)

m1454.00 Failure to Accept Delivery - (See 1054.00) (10/01/01)

m1454.01 Failure to Accept Delivery - (See 1054.01) (01/01/04)

m1456.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/01)

Chm14 Regularity of Vaults

m1480.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Silver for delivery on Chicago Board of Trade contracts, provided such Silver is ordered into the Vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Silver in storage in balance with Silver represented by its outstanding vault receipts. (10/01/01)

m1481.01 Conditions of Regularity - Silver may be delivered against a Silver contract from any vault designated by the Exchange specifically for the storage of silver, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Silver and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Silver received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Silver. The Exchange shall have the authority to employ experts to determine the quantity and quality of Silver in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault shall keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in it sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Silver futures contracts or impair the efficacy of futures trading in Silver, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

m1484.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Silver under the Rules and Regulations.

Chm14 Regularity of Vaults

By accepting a Declaration of Regularity the vault agrees, in the event of revocation, expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

m1486.01 Regular Vaults - (See Appendix m14B) (10/01/01)

Chapter 15
CBOT 100 oz. Gold Futures

Chapter 15
CBOT 100 oz. Gold Futures

CH15 TRADING CONDITIONS

1501.01 Authority - Trading of Gold futures may be conducted under such terms and conditions as may be prescribed by the Rules and Regulations. (10/01/04)

1502.01 Application of Regulations - Transactions in Gold futures shall be subject to the general rules and regulations of the Exchange as far as applicable and shall also be subject to the rules and regulations contained in this chapter, which are exclusively applicable to trading in 100 oz. Gold futures contracts. (10/01/04)

1504.01 Unit of Trading - The unit of trading for Gold shall be 100 fine troy ounces of Gold not less than 0.995 fine, cast either in one bar or in 3 one-kilogram bars. Bids and offers may be accepted in lots of 100 fine troy ounces or multiples thereof. (10/01/04)

1505.01 Months Traded In - Trading in Gold for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

1506.01 Price Basis - All prices of Gold shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of $0.10 (10 cents) per troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

1507.01 Hours of Trading - The hours of trading for future delivery in Gold futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:30 p.m. (10/01/04)

1509.01 Last Day of Trading - No trades in Gold futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1509.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

1509.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1509.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

1510.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (10/01/04)

1511.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/04)

1512.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/04)

1536.01 Standards - Each futures contract shall be for 100 fine troy ounces of Gold no less than 995 fineness, cast either in one bar or in 3 one-kilogram bars.

Variations in the quantity of the delivery unit not in excess of five percent of 100 fine troy ounces shall be permitted.

In accordance with the accepted practices of the trade, each bar for good delivery must be of good appearance, easy to handle, and convenient to stack. The sides and bottom should be reasonably smooth and free from cavities and bubbles. The edges should be rounded and not sharp. Each bar, if not marked with the fineness and stamp of an approved refiner, assayer, or other certifying authority must be accompanied by a certificate issued by an approved refiner, assayer, or other certifying authority, stating the serial number of the bar(s), the weight, and the fineness. (10/01/04)

1540.01 Brands and Markings of Gold - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of Gold bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/04)

1540.02 Withdrawal of Approval of Gold Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any Gold bars bearing a brand or marking on the official list depreciates below 995 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a Gold fineness of not less than 995, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/04)

1540.03 Approved Brands - (See Appendix 15A) (10/01/04)

1540.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all Gold must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If Gold is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any Gold bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

1540.05 Refiners, Vaults, and Assayers - Exchange approved refiners, vaults, and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

1540.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of Gold and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for Gold may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/04)

1541.01 Delivery Points - Gold located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/04)

1542.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts,

the vault receipt must be issued in accordance with the requirements under Regulation 1536.01 and Appendix 15A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on Gold futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of Gold. Gold in bars must come to the regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery. By the tender of a vault receipt for Gold duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the Gold shown on the receipt. Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of one year) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the Gold, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the Gold must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the Gold. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior Gold in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

1543.01 Deposit of Gold with Vaults - Gold in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/04)

1543.02 Issuance of Vault Receipts - After the Gold has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number. (10/01/04)

1546.01 Date of Delivery - Where Gold is sold for delivery in a specified month, delivery of such Gold may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/04)

1547.01 Delivery Notices - (See 1047.01) (10/01/04)

1548.01 Method of Delivery - (See 1048.01) (10/01/04)

1549.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/04)

1549.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/04)

1549.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

1549.04 Payment -. Payment shall be made on the basis of the number of fine troy ounces of Gold contained and delivered. The fine Gold content of a bar for good delivery is calculated to 0.001 of a troy ounce by multiplying the gross weight and fineness as listed on the vault receipt. Fineness in no case will be more than 0.9999.

Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

1550.00 Duties of Members - (See 1050.00) (10/01/04)

1550.01 Failure to Deliver - (See 1050.01) (10/01/04)

1551.01 Office Deliveries Prohibited - (See 1051.01) (10/01/04)

1554.00 Failure to Accept Delivery - (See 1054.00) (10/01/04)

1554.01 Failure to Accept Delivery - (See 1054.01) (10/01/04)

1556.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/04)

1580.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Gold for delivery on Chicago Board of Trade contracts, provided such Gold is ordered into the vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Gold in storage in balance with Gold represented by its outstanding vault receipts. (10/01/04)

1581.01 Conditions of Regularity - Gold may be delivered against a Gold contract from any vault designated by the Exchange specifically for the storage of Gold, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Gold and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Gold received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Gold. The Exchange shall have the authority to employ experts to determine the quantity and quality of Gold in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Gold futures contracts or impair the efficacy of futures trading in Gold, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

1584.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be

irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Gold under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation or expiration or withdrawal of regularity, to bear the expenses of the transfer of silver under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

1586.01 Regular Vaults - (See Appendix 15B) (10/01/04)

Chapter m15
mini-size Gold Futures

Chapter m15
mini-sized Gold Futures

Chm15 Trading Conditions

m1501.00 Authority - Trading of mini-sized Gold futures may be conducted under such terms and conditions as may be prescribed by Regulation. (09/01/03)

m1502.01 Application of Regulations - Futures transactions in mini-sized Gold futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Gold futures contracts. (06/01/04)

m1504.01 Unit of Trading - The unit of trading for mini-sized Gold shall be for 33.2 fine troy ounces of Gold not less than 0.995 fine contained in one bar. Bids and offers may be accepted in lots of 33.2 fine troy ounces or multiples thereof. (10/01/04)

m1505.01 Months Traded In - Trading in mini-sized Gold for future delivery may be conducted in the current calendar month and any subsequent months. (10/01/04)

m1506.01 Price Basis - All prices of mini-sized Gold shall be basis New York, New York, or basis any other location designated by the Exchange, in multiples of $0.10 (10 cents) per fine troy ounce. Contracts shall not be made on any other price basis. (10/01/04)

m1507.01 Hours of Trading - The hours of trading for future delivery in mini-sized Gold futures shall be determined by the Exchange. On the last day of trading in an expiring future, the closing time for such future shall be 1:30 p.m. (10/01/04)

m1509.01 Last Day of Trading - No trades in mini-sized Gold futures deliverable in the current month shall be made during the last two business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation m1509.02 after trading in such contracts has ceased; and if not previously delivered, delivery must be made no later than the last business day of the month. (10/01/04)

m1509.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation m1509.01, outstanding contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Such exchange must, in any event, be made no later than the last business day of the delivery month. (10/01/04)

m1510.01 Margin Requirements - Margin requirements shall be determined by the Exchange. (See Regulation 431.03) (06/01/04)

m1511.01 Disputes - All disputes between interested parties may be settled by arbitration as provided in the Rules and Regulations. (10/01/01)

m1512.01 Position Limits and Reportable Positions - (See Regulation 425.01)
(10/01/01)

Chm15 Delivery Procedures

m1536.01 Standards - Each futures contract shall be for 33.2 fine troy ounces of Gold no less than 995 fineness contained in no more than one bar.

Variations in the quantity of the delivery unit not in excess of ten percent of 33.2 fine troy ounces shall be permitted.

In accordance with the accepted practices of the trade, each bar for good delivery must be of good appearance, easy to handle, and convenient to stack. The sides and bottom should be reasonably smooth and free from cavities and bubbles. The edges should be rounded and not sharp. Each bar, if not marked with the fineness and stamp of an approved refiner, assayer, or other certifying authority must be accompanied by a certificate issued by an approved refiner, assayer, or other certifying authority, stating the serial number of the bar(s), the weight, and the fineness. (10/01/01)

m1540.01 Brands and Markings of Gold - Brands and markings deliverable in satisfaction of futures contracts shall be listed with the Exchange upon approval by the Exchange. The Exchange may require such sureties as it deems necessary. The Secretary's Office shall make available a list of the brands and markings of Gold bars which are deliverable. The addition of brands and markings shall be binding upon all such contracts outstanding as well as those entered into after approval. (10/01/01)

m1540.02 Withdrawal of Approval of Gold Brands or Markings - If at any time a brand or marking fails to meet the requirements adopted by the Exchange or the metallurgical assay of any Gold bars bearing a brand or marking on the official list depreciates below 995 fineness, the Exchange may exclude said brand or marking from the official list unless deliveries of bars bearing said brand or marking are accompanied by certificates of analysis of an official assayer showing a Gold fineness of not less than 995, and such additional bond as the Exchange may deem necessary. Notice of such action shall be posted upon the bulletin board of the Exchange and the official list shall indicate the limitation upon deliveries of said brand or marking. (10/01/01)

m1540.03 Approved Brands - (See Appendix m15A) (10/01/01)

m1540.04 Product Certification and Shipment - To be eligible for delivery on the Exchange, all Gold must be certified as to fineness and weight by an Exchange approved refiner, assayer, or other Exchange approved certifying authority and must be shipped directly from the Exchange approved refiner, assayer, or certifying authority via Exchange approved carriers to Exchange approved vaults.

If Gold is not continuously in the custody of an Exchange approved vault or carrier, the Exchange may require that it be recertified as to fineness and weight to be eligible for delivery.

The Exchange at its sole discretion shall have the authority at any time to have assayed any Gold bars covered by vault receipts delivered against futures contracts. In such an event, costs are to be borne by the Exchange. (10/01/04)

m1540.05 Refiners, Vaults and Assayers - Exchange approved refiners, vaults and assayers may be listed with the Exchange upon approval by the Exchange. The Secretary's Office shall maintain and make available such lists. The addition of refiners and vaults shall be binding upon all contracts outstanding as well as those entered into after approval. (10/01/04)

m1540.06 Cost of Inspection, Weighing, Storage and Delivery - All charges associated with the delivery of Gold and all costs associated with inspections, weighing, and Exchange documentations, through the day of delivery, shall be paid by the delivering party. The delivering party shall pay storage charges through the business day following the day of delivery. The receivers shall pay all charges including storage charges incurred after the business day following the day of delivery.

A holder of an Exchange approved vault receipt for Gold may request recertification at his expense at any time while the unit represented by such receipt is in the Exchange approved vault. Such recertification shall be made by an Exchange approved certifying authority or assayer, selected by such holder. (10/01/01)

m1541.01 Delivery Points - Gold located at regular vaults at points approved by the Exchange may be delivered in satisfaction of futures contracts. (10/01/01)

m1542.01 Deliveries by Vault Receipts - In order to be valid for delivery against futures contracts,

the vault receipt must be issued in accordance with the requirements under Regulation m1536.01 and Appendix 15A. The vault receipt must be issued before 4:00 p.m. on notice day, the business day prior to the day of delivery; however, in the case of delivery on the last delivery day of the delivery month, the vault receipt must be issued before 1:00 p.m. Deliveries on Gold futures contracts shall be made by the delivery of depository vault receipts issued by vaults which have been approved and designated as regular vaults by the Exchange for the storage of Gold. Gold in bars must come to the regular vault directly from an approved source or from another regular vault either on the Chicago Board of Trade or the COMEX Division of the New York Mercantile Exchange, Inc., by insured or bonded carrier.

In order to effect a valid delivery, each vault receipt must be endorsed by the clearing member making the delivery.

By the tender of a vault receipt for Gold duly endorsed for delivery of the lot on an Exchange contract, the endorser shall be deemed to warrant, to his transferee and each subsequent transferee of the receipt for delivery on Exchange contracts, and their respective immediate principals, the genuineness, validity, and worth of such receipt, the rightfulness and effectiveness of his transfer thereof, and the quantity and quality of the Gold shown on the receipt.

Such endorsement shall also constitute a representation that all storage charges have been paid up to and including the business day following the day of delivery. Prepaid storage charges shall be charged to the buyer by the seller for a period extending beyond the business day following the day of delivery (but not in excess of ninety days) pro rata for the unexpired term and adjustments shall be made upon the invoice thereof.

In the event such Exchange member or principal shall claim a breach of such warranty, and such claim relates to the quantity or quality of the Gold, the lot shall be immediately submitted for sampling and assaying to an assayer approved by the Exchange; the Gold must be shipped under bond, and at the owner's expense, to the assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If a deficiency in quantity or quality shall be determined by the assayer, the claimant shall have the right to recover the difference in the market value and all expenses incurred in connection with the sampling and assaying and any cost of replacement of the Gold. The claimant may, at his option, proceed directly against the original endorser of the vault receipt upon Exchange delivery, or against any endorser prior to claimant without seeking recovery from his immediate deliverer on the Exchange contract, and if the claim is satisfied by the original endorser of the vault receipt, or any other endorser, all the endorsers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from any endorser and his claim is satisfied by such endorser, the party thus satisfying the claim will have a similar option to claim recovery directly from any endorser prior to him. Such claims as are in dispute between members of the Exchange may in each case be submitted to arbitration under the Rules and Regulations of the Exchange.

The liability of an endorser of a vault receipt as provided herein shall not be deemed to limit the rights of such endorser against any person or party for whose account the endorser acted in making delivery on an Exchange contract. If it shall be determined in such arbitration proceeding that any endorser of a vault receipt or the person or party for whom such endorser acted was aware of the breach of warranty or was involved in a plan or arrangement with the original endorser (or his principal) to place such inferior Gold in store in a regular vault for use in deliveries upon Exchange contracts, such endorsers shall not be entitled to recover from any prior endorser for the breach of warranty. (10/01/04)

m1543.01 Deposit of Gold with Vaults - Gold in bars shall be placed into a regular vault accompanied by the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar; and

D. Fineness. (10/01/01)

m1543.02 Issuance of Vault Receipts - After the Gold has been placed in a regular vault, negotiable vault receipts shall be issued to its owners with the following information:

A. Brand or markings;

B. Identification (serial number) of each bar;

C. Weight of each bar;

D. Fineness.

Receipts shall be lettered or numbered consecutively by each vault. No two receipts shall bear the same letter or number. (06/01/04)

m1544.01 Form of Warehouse Depository Vault Receipt - The following form of warehouse depository receipt shall be used:

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Board of Trade of the City of Chicago, Inc.

141 W. Jackson Blvd.* Chicago, IL 60604
(312) 435-3592

Original Negotiable Warehouse Depository Receipt

Date Issued: _____ No. _____

The issuer of this instrument will, upon notice and demand, deliver to: _____ or his or its order 33.2 troy ounces of Gold contained in a bar conforming to the delivery specifications contained in the Rules and Regulations of the Board of Trade of the City of Chicago, Inc. Delivery shall be based upon identification markings appearing on said bar. The issuer has not ascertained, and is not responsible for, the authenticity or correctness of markings on, or content, weight or fineness of, said bar. Upon the return of this receipt, properly endorsed, to issuer, and payment of all storage charges pertaining to the Gold represented, for which the Board of Trade of the City of Chicago, Inc. claims a lien, the Gold will be transferred into the account of the bearer of this certificate.

Board of Trade of the City of Chicago, Inc.

By: _____
Authorized Signature

Notice: This receipt expires one year from date of issuance. Return to issuer prior to expiration for reissue or delivery. (10/01/04)

m1546.01 Date of Delivery - Where Gold is sold for delivery in a specified month, delivery of such Gold may be made by the seller upon such day of the specified month as the seller may select. If not previously delivered, delivery must be made upon the last business day of the month. (10/01/01)

m1547.01 Delivery Notices - (See 1047.01) (10/01/01)

m1548.01 Method of Delivery - (See 1048.01) (10/01/01)

m1549.01 Time of Delivery, Payment, Form of Delivery Notice - (See 1049.00) (10/01/01)

m1549.02 Buyers' Report of Eligibility to Receive Delivery - (See 1049.02) (10/01/01)

m1549.03 Sellers' Invoice to Buyers - In addition to the requirements of 1049.03, the seller shall notify the vault of the transfer of ownership of the indicated vault receipts from the seller to the buyer. The seller will be responsible for the payment of storage charges unless the vault has been notified thereby. (10/01/04)

m1549.04 Payment - Payment shall be made on the basis of the number of fine troy ounces of Gold contained and delivered. The fine Gold content of a bar for good delivery is calculated to 0.001 of a troy ounce by multiplying the gross weight and fineness as listed on the vault receipt. Fineness in no case will be more than 0.9999.

Payment is to be made by a check drawn on and certified by a Chicago bank or by a Cashier's check issued by a Chicago bank. The long clearing member may effect payment by wire transfer only if this method of payment is acceptable to the short clearing member. (10/01/04)

m1550.00 Duties of Members - (See 1050.00) (10/01/01)

m1550.01 Failure to Deliver - (See 1050.01) (01/01/04)

m1551.01 Office Deliveries Prohibited - (See 1051.01) (10/01/01)

m1554.00 Failure to Accept Delivery - (See 1054.00) (10/01/01)

m1554.01 Failure to Accept Delivery - (See 1054.01) (01/01/04)

m1556.01 Storage and Transfer Fees - Storage charges, transfer fees and in-and-out charges shall be set by each depository vault and the schedule of such charges shall be posted with the Exchange, which shall be notified at least 60 days in advance of any changes in the rate schedule. Except as otherwise provided, all such charges and fees shall remain the responsibility of the seller until payment is made. (10/01/01)

Chm15 Regularity of Vaults

m1580.01 Duties of Vault Operators - It shall be the duty of the operators of all regular vaults:

(a) To accept Gold for delivery on Chicago Board of Trade contracts, provided such Gold is ordered into the Vault by a Clearing Member of the Exchange, and all space in such vaults is not already filled or contracted for.

(b) To notify the Board of Trade of any change in the condition of their vaults.

(c) To release to the bearer of the receipt the bars covered by said receipt upon presentation of the receipt and payment of all storage and outloading charges no later than the business day following compliance with these provisions.

(d) To keep stocks of Gold in storage in balance with Gold represented by its outstanding vault receipts. (10/01/01)

m1581.01 Conditions of Regularity - Gold may be delivered against a Gold contract from any vault designated by the Exchange specifically for the storage of Gold, and may not be delivered except from such vault. The following shall constitute the requirements for regularity, and by accepting a Declaration of Regularity the vault agrees to abide by these conditions:

(1) The vault must notify the Exchange promptly of any material change in ownership or condition of its premises.

(2) The vault is required to submit a certified financial statement within 90 days of the firm's year-end. A letter of attestation must accompany all financial statements signed by the Chief Financial Officer or if there is none, a general partner or executive officer.

(3) Such vault shall be provided with standard equipment and appliances for the convenient and safe storage of Gold and provide for proper security.

(4) The operator of such vault shall furnish to the Registrar all needed information to enable the Exchange to keep a correct record and account of all Gold received and delivered by the vault daily and of that remaining in store at the close of each week.

(5) The operator of such vault shall accord every facility to the Exchange for the examination of its books or records for the purpose of ascertaining the stocks of Gold. The Exchange shall have the authority to employ experts to determine the quantity and quality of Gold in said vault.

(6) No vault operator shall engage in unethical or inequitable practices, or fail to comply with any laws, Federal or State, or Rules or Regulations promulgated under those laws.

(7) The operator shall make such reports, keep such records, and permit such vault visitation as the Board of Trade or the Commodity Futures Trading Commission may prescribe, and shall comply with all applicable Rules and Regulations. The vault must keep all such reports, books and records for a period of five years from the date thereof.

(8) The operator of such vault must give such bonds to the Exchange as may be required by the Exchange.

(9) The vault shall neither withdraw as a regular vault nor withdraw any regular capacity except after a sixty (60) day notice to the Exchange or having obtained the consent of the Exchange.

(10) The vault shall notify the Exchange at least sixty (60) days in advance of any changes in its maximum storage rates, penalty for late storage payment and handling charges.

(11) The Exchange may determine not to approve vaults for regularity or increases in regular capacity of existing regular vaults, in its sole discretion, regardless of whether such vaults meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether receipts issued by such vaults, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discover function of Gold futures contracts or impair the efficacy of futures trading in Gold, or whether the currently approved regular capacity provides for an adequate deliverable supply. (10/01/04)

m1584.01 Revocation of Regularity - Any regular vault may be declared by the Exchange to be irregular at any time if it does not comply with the conditions above set forth, or fails to carry out its prescribed duties. If the designation of a vault as regular shall be revoked a notice shall be posted on the bulletin board and on the Exchange website announcing such revocation and also the period of time, if any, during which the receipts issued by such vault shall thereafter be deliverable in satisfaction of futures contracts in Gold under the Rules and Regulations.

By accepting a Declaration of Regularity the vault agrees, in the event of revocation, expiration or withdrawal of regularity, to bear the expenses of the transfer of Gold under bond to another regular vault satisfactory to the holders of its vault receipts. (10/01/04)

m1586.01 Regular Vaults - (See Appendix m15B) (10/01/01)

Chapter 18
U.S. Treasury Bonds

Chapter 18
U.S. Treasury Bonds

Ch18 Trading Conditions

1801.00 Authority - (See Rule 1701.00) (10/01/94)

1802.01 Application of Regulations - Futures transactions in long term U.S. Treasury bonds shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in long term U.S. Treasury bonds. 3000 (09/01/00)

1804.01 Unit of Trading - The unit of trading shall be United States Treasury bonds having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. 3002 (10/01/94)

1805.01 Months Traded In - Trading in long-term U.S. Treasury bonds may be scheduled in such months as determined by the Exchange. (03/01/00)

1806.01 Price Basis - Minimum price fluctuations shall be in multiples of one thirty-second (1/32) point per 100 points ($31.25 per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one-thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. 3004 (02/01/01)

1807.01 Hours of Trading - The hours of trading for future delivery in U.S. Treasury Bonds shall be determined by the Board. On the last day of the trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. 3007 (10/01/94)

1809.01 Last Day of Trading - No trades in long term U.S. Treasury bond futures deliverable in the current month shall be made during the last seven business days of that month and any contracts remaining open must be settled by delivery or as provided in Regulation 1809.02 after trading in such contracts has ceased. 3008 (10/01/94)

1809.02 Liquidation in the Last Seven Days of the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 1809.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury bonds (Regulation 1842.01) or by mutual agreement by means of a bona fide exchange of such current futures for the actual long term U.S. Treasury bonds or comparable instruments, or by mutual agreement by means of a bona fide exchnage of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. 3009 (03/01/04)

1810.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

1812.01 Position Limits and Reportable Positions - (See 425.01) (10/01/94)

Ch18 Delivery Procedures

1836.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be long term U.S. Treasury bonds which if callable are not callable for at least 15 years or if not callable have a maturity of at least 15 years. All bonds delivered against a contract must be of the same issue. For settlement, the time to maturity (time to call if callable) of a given issue is calculated in complete three month increments (i.e. 15 years and 5 months = 15 years and 1 quarter) from the first day of the delivery month. The price at which a bond with this time to maturity (time to call if callable) and with the same coupon rate as this issue will yield 6% according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied times the settlement price to arrive at the amount which the short invoices the long.

U.S. Treasury Bonds deliverable against futures contracts under these regulations must have semi-annual coupon payments.

Interest accrued on the bonds shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of long term U.S. Treasury bonds which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. The Board shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. 3001 (03/01/00)

1842.01 Deliveries on Futures Contracts - Deliveries against long term U.S. Treasury bond futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 1880.01) in accordance with Department of the Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time) on delivery day, or by such other time designated by the Exchange. The short Clearing Member must have contract grade U.S. Treasury bonds in place at his bank in acceptable (to his bank) delivery form no later than 10:00 a.m. (Chicago time), or by such other time designated by the Exchange on delivery day. The short Clearing Member must notify his bank (Regulation 1880.01) to transfer contract grade U.S. Treasury bonds by book-entry to the long Clearing Member's account at the long Clearing Member's bank on a delivery versus payment basis. That is, payment shall not be made until the bonds are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such other time designated by the Exchange and notify his bank (Regulation 1880.01) to accept contract grade U.S. Treasury bonds and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 1880.01) in payment for delivery of the bonds. Contract grade U.S. Treasury bonds must be transferred and payment must be made before 1:00 p.m. (Chicago time) on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. 3011 (01/01/04)

1842.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire or bank access to it is operable. Interest shall accrue to the long paid by the short beginning on the day on which the bonds were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 1842.01 and 1849.04 and that all other provisions of Regulations 1842.01 and 1849.04 have been complied with. 3014 (10/01/94)

1846.01 Date of Delivery - Delivery of U.S. Treasury bonds may be made by the short upon any

permissible delivery day of the delivery month the short may select. Delivery of U.S. Treasury bonds must be made no later th an the last business day of that month. 3012 (10/01/94)

1847.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

1848.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

1849.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

1849.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

1849.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers, describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

1849.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery except on banking holidays when delivery must be taken and payment made before 9:30 a.m. the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing House shall be made with the Clearing House in accordance with its By-laws and Resolutions. 3013 (10/01/94)

1849.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing Member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

1850.00 Duties of Members - (See Rule 1050.00) (10/01/94)

1850.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

1851.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

1854.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)

1854.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

1880.01 Banks - For purposes of these regulations relating to trading in long term U.S. Treasury bonds, the word "Bank" (Regulation 1842.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus and undivided earnings) in excess of one hundred million dollars ($100,000,000). 3015 (10/01/94)

Chapter m18
CBOT mini-sized U.S. Treasury Bonds

Chapter m18
CBOT mini-sized U.S. Treasury Bonds

Chm18 Trading Conditions

m1801.01 Authority - Trading in mini-sized long term U.S. Treasury bond futures may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/01)

m1802.01 Application of Regulations - Futures transactions in mini-sized long term U.S. Treasury bonds shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized long term U.S. Treasury bonds. (10/01/01)

m1803.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

m1804.01 Unit of Trading - The unit of trading shall be United States Treasury bonds having a face value at maturity of fifty thousand dollars ($50,000) or multiples thereof. (10/01/01)

m1805.01 Months Traded In - (See Regulation 1805.01) (10/01/01)

m1806.01 Price Basis - Minimum price fluctuations shall be in multiples of one thirty-second (1/32) point per 100 points ($15.625 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/01)

m1807.01 Hours of Trading - The hours of trading for future delivery in mini-sized U.S. Treasury Bonds shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of Regulation 9B.02. (11/01/01)

m1809.01 Last Day of Trading - (See Regulation 1809.01) (10/01/01)

m1809.02 Liquidation in the Last Seven Days of the Delivery Month - (See Regulation 1809.02) (10/01/01)

m1810.01 Margin Requirements - (See Regulation 431.03) (10/01/01)

m1812.01 Position Limits and Reportable Positions - (See 425.01 and 425.09) (10/01/01)

Chm18 Delivery Procedures

m1836.01 Standards - (See Regulation 1836.01) (10/01/01)

m1842.01 Deliveries on Futures Contracts - (See Regulation 1842.01) (10/01/01)

m1842.02 Wire Failure - (See Regulation 1842.02) (10/01/01)

m1846.01 Date of Delivery -(See Regulation 1846.01) (10/01/01)

m1847.01 Delivery Notices - (See Regulation 1047.01) (10/01/01)

m1848.01 Method of Delivery - (See Regulation 1048.01) (10/01/01)

m1849.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/01)

m1849.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/01)

m1849.03 Seller's Invoice to Buyers - (See Regulation 1849.03) (10/01/01)

m1849.04 Payment - (See Regulation 1849.04) (10/01/01)

m1849.05 Buyers Banking Notification - (See Regulation 1849.05) (10/01/01)

m1850.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

m1854.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/01)

m1854.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

Chm18 Regularity of Banks

m1880.01 Banks - (See Regulation 1880.01) (10/01/01)

Chapter 19
10-Year Municipal Note Index Futures

Chapter 19
10-Year Municipal Note Index Futures

Ch19 Trading Conditions

1901.01 Authority - (See Rule 1701.00) (11/01/02)

1902.01 Application of Regulations - Futures transactions in CBOT(R) 10-Year Municipal Note Index (the "Index") contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Index futures contracts. (11/01/02)

1904.01 Unit of Trading - The unit of trading shall be $1,000.00 times the Index. (11/01/02)

1905.01 Months Traded - Trading in Index futures contracts may be scheduled in such months as determined by the Exchange. (11/01/02)

1906.01 Price Basis - The price of Index futures contracts shall be quoted in points. One point equals $1,000.00. The minimum price fluctuation shall be 1/32 of one point or thirty-one dollars and twenty-five cents ($31.25) per contract. Contracts shall not be made on any other price basis. (11/01/02)

1907.01 Hours of Trading - The hours of trading for future delivery in Index futures contracts shall be determined by the Board. On the last day of trading in an expiring futures contract, the closing time for such future shall be 2:00 p.m. Chicago time (3:00 p.m. New York time) subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (11/01/02)

1909.01 Last Day of Trading - No trades in Index futures contracts deliverable in the current delivery month shall be made during the last seven business days of that month. If on the last day of trading FT Interactive Data Corporation does not publish a closing Index value, the last day of trading shall be the next business day for which a closing Index value is published. (11/01/02)

1909.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 1909.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 1942.01. (11/01/02)

1910.01 Margin Requirements - (See Regulation 431.03). (11/01/02)

1912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (11/01/02)

1936.01 Standards - The contract grade shall be $1,000.00 times the closing value of the Index on the last day of trading. The Index shall be composed and determined by the Exchange in accordance with the criteria set forth in Regulation 1950.01. The closing value of the Index shall be determined by FT Interactive Data Corporation. (11/01/02)

1942.01 Delivery on Futures Contracts - Delivery against Index futures contracts shall be made through the Clearing Services Provider. Delivery under these regulations shall be accomplished by cash settlement as hereinafter provided.

After trading ceases on the last day of trading, the Clearing Services Provider shall advise clearing members holding open positions in current month Index futures contracts of the closing value of the Index on the last day of trading. Clearing members shall make and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures. The settlement price on the last day of trading is equal to $1,000.00 times the closing value of the Index on the last day of trading.

The final settlement value of the Index on the last day of trading shall be determined as follows:

Final Settlement Value = 100 * [5/r + (1-5/r) *(1 + r/200)/-20/]

where r represents the simple average yield-to-worst of the component bonds in the Index for the last day of trading, expressed in percent terms. For example, if the simple average yield-to-worst for the last day of trading is five and one quarter percent, then r is equal to 5.25.

The contract expiration price shall be the final settlement value, so determined, rounded to the nearest one thirty-second of a point.

Example: Suppose the simple average yield-to-worst on the last day of trading is 5.50. The final settlement value will be 96.19318. To render this in terms of price point and thirty-seconds of price points, note that it is between 99-7/32nds and 99-6/32nds (where each price point equals $1,000.00):

99-7/32nds	=	96.21875
Final Settlement Value	=	96.19318
99-6/32nds	=	96.18750

The final settlement value is nearer to 99-6/32nds. Thus, the contract expiration price is obtained by rounding down to 99-6/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent thirty-seconds of a price point, the contract expiration price will be obtained by rounding up to the nearest thirty-second of a point.

On the last day of trading, open contracts will be marked to market based on the closing futures price. A final mark to market will be made on the day the contract expiration price is determined. (12/01/03)

1947.01 Payment - (See Regulation 1049.04) (11/01/02)

1950.01 Index Composition - The Index shall be constructed by the Exchange in accordance with the following criteria:

(a) General Index Composition-The Index, at all times, shall be composed of no fewer than 100 but no more than 250 municipal bonds that are generally exempt from federal income taxation, including those generally exempt issues whose interest payments may be subject to an alternative minimum tax. The Exchange, in its discretion, may include bonds which meet the following criteria:

1. Size - Each bond shall have a principal value that is equal to or greater than $50 million and shall be a component tranche of a municipal issuance that has a deal size that is equal to or greater than $200 million.

2. Rating - Each bond shall carry an insured or underlying trading of AAA by Standard and Poor's Corporation (S&P) and Aaa by Moody's Investors Service (MIS) upon initial inclusion in the Index. Bonds that fall below an insured or underlying rating of A- by S&P or A3 by MIS or both shall be deleted from the Index immediately.

3. Maturity - Each bond shall have a remaining maturity that is not less than 10 years or more than 40 years from the first calendar day of the corresponding futures contract month.

4. Call Provisions - Each bond may or may not be callable. If callable, the first call date shall be not less than 7 years from the first calendar day of the corresponding futures contract month.

5. Par Issue - Each bond must have a price that is equal to or greater than 90 at its issuance date to be eligible for inclusion in the Index.

6. Private Placements - A bond that is issued as a private placement is not eligible for inclusion in the Index.

7. Coupon - Each bond shall pay semi-annual interest at a fixed coupon rate that is not less than three percent per annum or greater than nine percent per annum.

8. Issuer Limit - No more than five percent of the number of bonds in the Index shall be from the same issuer. A bond shall be deemed to have been issued by the same issuer if such bond has the same nominal and generic security, that is, the same ultimate source of payment for debt service, of another bond in the Index. A first or second lien bond of the same generic security shall be defined as having been issued by the same issuer.

9. State Limit - No more than fifteen percent of the number of bonds in the Index shall be from within the jurisdictions of the same state, Puerto Rico. or other territorial jurisdictions.

10. Insurance Limit - Each bond may or may not be insured. No more than 40 percent of the number of bonds in the Index shall be insured by Ambac Indemnity Corporation, Financial Guaranty Insurance Corporation, Financial Security Assurance, or MBIA Insurance Corporation.

(b) Index Pricing - FI Interactive Data Corporation shall compute the closing value of the Index each day the municipal bond cash market is open using the following procedures:

1. Component Bond Pricing - FT Interactive Data Corporation shall price each component bond in the Index daily. The price of each component bond shall be defined as FT Interactive Data Corporation's fair market value estimation.

   With the exception of the last trading day in the current contract expiration, FT Interactive Data Corporation shall price each component bond:

   - at 3:00 p.m. Chicago time (4:00 p.m. New York time) when the underlying cash market is open for normal trading hours and is therefore not subject to an early scheduled halt in cash market trading, or

   - at 1:00 p.m. Chicago time (2:00 p.m. New York time) when the underlying cash market is subject to an early scheduled halt in cash market trading.

   On the last trading day in the current contract expiration, however, FT Interactive Data Corporation shall price each component bond at 2:00 p.m. Chicago time (3:00 p.m. New York time).

   If the Exchange determines in advance that circumstances in the cash market will occasion either an early halt to cash market trading or an otherwise unscheduled holiday which would impede FT Interactive Data Corporation from pricing the component bonds of the Index, the Exchange may suspend or reschedule the pricing for that day provided that such determination is published before the start of trading on the day in question and provided that such day is not the last day of trading in a contract month.

2. Index Computation - FT Interactive Data Corporation shall compute the daily Index value. FT Interactive Data Corporation shall first determine the price of each component bond in the Index. FT Interactive Data Corporation shall then calculate the simple average yield-to-worst of the component bonds by summing the individual yields of the component bonds and dividing by the number of component bonds. The simple average yield-to-worst of the component bonds in the Index shall be rounded to the nearest one-tenth of one basis point and rounded up in the case of a tie. This simple average yield-to-worst will be entered into the pricing algorithm in Regulation 1942.01 to calculate the daily Index value. The daily

Index value shall be rounded to the nearest one thirty-second of a full point. If the Index value is exactly at the midpoint between two thirty-seconds of a point, the Index value shall be rounded up to the nearest one thirty-second.

With the exception of the last trading day in the current contract expiration, FT Interactive Data Corporation shall compute the daily Index value:

- at 3:00 p.m. Chicago time (4:00 p.m. New York time) when the underlying cash market is open for normal trading hours and is therefore not subject to an early scheduled halt in cash market trading; or

- at 1:00 p.m. Chicago time (2:00 p.m. New York time) when the underlying cash market is subject to an early scheduled halt in cash market trading.

(c) Index Revisions - The Exchange shall revise the Index after 3:00 p.m. Chicago time (4:00 p.m. New York time) on the first business day in the February, May, August and November quarterly cycle. For example, the Index revision for the March futures contract expiration will occur on the first business day in November, the index revision for the June futures contract expiration will occur on the first business day in February, the index revision for the September futures contract expiration will occur on the first business day in May, and the index revision for the December futures contract expiration will occur on the first business day in August. If such day is not an Exchange business day, or is an Exchange business day that is subject to an early halt in cash market trading, the Exchange shall revise the Index shall after 3:00 p.m. Chicago time (4:00 p.m. New York time) on the immediately preceding Exchange business day that is not subject to an early halt in cash market trading. The revised Index will be implemented on the next business day following an Index revision.

The Exchange shall add bonds to the Index as prescribed in Regulation 1950.01(a). The Exchange shall delete bonds from the Index as prescribed in Regulation 1950.01(d).

(d) Bonds no longer meeting all the original selection criteria shall be deleted from the Index.

At Index revisions, no additions to, or deletions from, the Index will be implemented that would have the effect of violating global Index rules with respect to Issuer, State, or Insurance coverage limits.

In the event that more than 250 bonds meet the eligibility criteria for Index inclusion, as stipulated in Regulation 1950.01(a), the Exchange will increase in increments of $1 million the required $50 million principal value for bond eligibility in order to construct an Index that shall be composed of as many bonds as possible without exceeding the 250 bond limit.

The Exchange has final authority over Index composition. (11/01/03)

Chapter 21
30-Day Fed Fund Futures

Chapter 21
30-Day Fed Fund Futures

Ch21 Trading Conditions

2101.01 Authority - (See Rule 1701.00) (10/01/94)

2102.01 Application of Regulation - Futures transactions in 30-Day Fed Fund futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 30-Day Fed Fund futures. (10/01/94)

2104.01 Unit of Trading - The unit of trading shall be interest on Fed funds having face value of $5,000,000 or multiples thereof for one month calculated on a 30-day basis at a rate equal to the average overnight Fed funds rate for the contract month. (10/01/94)

2105.01 Months Traded In - Trading in 30-Day Fed Fund futures may be scheduled in such months as determined by the Exchange. (07/01/03)

2106.01 Price Basis - Prices will be quoted on an index basis, i.e., 100 minus the monthly average overnight Fed funds rate (e.g., a rate of 6.50% is quoted at 93.50). Minimum price fluctuations shall be in increments of one-half of one-hundredth of one percent of five million dollars on a 30 day basis ($20.835 per one-half basis point), rounded up to the nearest cent. (07/01/99)

2107.01 Hours of Trading - The hours of trading for future delivery in 30-Day Fed Fund futures shall be as determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 2:00 p.m. Chicago time subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2109.01 Last Day of Trading - The last day of trading shall be the last business day of the delivery month. (10/01/94)

2109.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 2109.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 2142.01. (10/01/94)

2110.01 Margin Requirements - (See Regulation 431.03). (10/01/94)

2112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (10/01/94)

2113.01 Strip Transactions - A 30-Day Fed Fund futures strip transaction involving the simultaneous purchase or sale of an equal amount of futures contract months at a differential to the previous settlement prices is permitted on this Exchange provided:

1. that each month of the strip is for the same account. Provided that, when an order has been executed in the wrong month, and the erroneous transaction has been placed in the broker's or firm's error account, the error may be corrected by a spread transaction in which one leg of the spread offsets the position in the error account and the other leg is the correct execution of the order. Provided further that the liability of the floor broker or FCM shall be determined in accordance with Regulation 350.04.

2. that all months of the strip are priced at prices within the daily trading limits specified in Regulation 1008.01.

3. that the strip is offered by public outcry in the pit assigned to 30-Day Fed Fund futures.

4. that the transaction shall be reported, recorded and publicized as a strip.

5. that when such transactions are executed simultaneously, the executing member on each side of the transaction shall designate each part of the trade as a strip on his cards or order by an appropriate word or symbol clearly identifying each part of such transactions.

Brokers may not couple separate orders and execute them as a strip, nor may a broker take one part of a strip for his own account and give the other part to a customer on an order. (10/01/94)

2136.01 Standards - The contract grade shall be 100 minus the average daily Fed funds overnight rate for the delivery month. The average daily Fed funds overnight rate is a simple average of the daily Fed funds overnight rates as determined by the Federal Reserve Bank of New York. This simple average will be rounded to the nearest tenth of a basis point and rounded up on the case of a tie.

For days for which the Federal Reserve Bank of New York does not compute a rate (e.g. weekends and holidays), the rate shall be the rate determined on the last business day for which a rate was determined. (08/01/01)

2142.01 Delivery on Futures Contracts - Delivery against 30-Day Fed Fund futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. The final settlement price will be calculated on the business day that the Federal Reserve Bank of New York releases the overnight Fed funds rate for the last day of trading. The final settlement price shall be 100 minus the average daily Fed funds overnight rate for the delivery month. On the last day of trading open contracts will be marked to market based on the closing futures price. A final mark to market will be made on the day the final settlement price is determined. (12/01/03)

2147.02 Payment - (See 1049.04) (10/01/94)

Chapter 22
CBOT(R) 30-DAY FEDERAL FUNDS FUTURES OPTIONS

Chapter 22
CBOT(R) 30-DAY FEDERAL FUNDS FUTURES OPTIONS

Ch22 TRADING CONDITIONS

2201.01 AUTHORITY - Trading in put and call options on CBOT 30-Day Federal Funds futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/03)

2201.01 APPLICATION OF REGULATIONS - Transactions in put and call options on CBOT 30-Day Federal Funds futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT 30-Day Federal Funds futures contracts (See Rule 490.00). Options on CBOT 30-Day Federal Funds futures contracts are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/03)

2202.01 NATURE OF CBOT 30-DAY FEDERAL FUNDS FUTURES PUT OPTIONS - The buyer of one (1) CBOT 30-Day Federal Funds put option may exercise his option at any time prior to expiration (subject to Regulation 2207.01), to assume a short position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) CBOT 30-Day Federal Funds futures put option incurs the obligation of assuming a long position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (04/01/03)

2202.02 NATURE OF CBOT 30-DAY FEDERAL FUNDS FUTURES CALL OPTIONS - The buyer of one (1) CBOT 30-Day Federal Funds futures call option may exercise his option at any time prior to expiration (subject to Regulation 2207.01), to assume a long position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) CBOT 30-Day Federal Funds futures call option incurs the obligation of assuming a short position in one (1) CBOT 30-Day Federal Funds futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (04/01/03)

2203.01 TRADING UNIT - One (1) CBOT 30-Day Federal Funds futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (04/01/03)

2204.01 STRIKE PRICES - Trading shall be conducted for put and call options with strike prices in integral multiples of six and one-quarter basis points (0.0625) per CBOT 30-Day Federal Funds futures contract and in integral multiples of twelve and one-half basis points (0.1250) per CBOT 30-Day Federal Funds futures contract as follows:

A. At the commencement of trading for such option contracts, the following strike prices in integral multiples of six and one-quarter basis points shall be listed: one with a strike price closest to the previous day's settlement price on the underlying CBOT 30-Day Federal Funds futures contract and the next ten (10) consecutive higher and the next ten (10) consecutive lower strike prices closest to the previous day's settlement price. If a previous day's settlement price is midway between two strike prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least ten 6-1/4 basis point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for such option contracts, the following strike prices in integral multiples of twelve and one-half basis points shall be listed: the next five (5) consecutive higher and the next five (5) consecutive lower strike prices above and below the strike price band as stipulated in Regulation 2204.01A. Over time, new striking prices will be added to ensure that at least five 12-1/2 basis point striking prices always exist above and below the strike price band as

stipulated in Regulation 2204.01A.

C. When a new strike price is added for an option contract month, the same strike price will be added to all option contract months for which that strike price is not already listed. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (05/01/03)

2205.01 PAYMENT OF OPTION PREMIUM - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

2206.01 OPTION PREMIUM BASIS - The premium for CBOT 30-Day Federal Funds futures options shall be in multiples of one quarter of one basis point or ten dollars and forty-one and three-quarters cents ($10.4175) per quarter basis point per contract. One full basis point shall equal forty-one dollars and sixty-seven cents ($41.67) per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $10.00 in $1.00 increments per option contract. (05/01/03)

2207.01 EXERCISE OF OPTION - The buyer of a CBOT 30-Day Federal Funds futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day.

In-the-money options** that have not been liquidated or exercised on the last day of trading in such option shall be in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchanges, on the next business day following the last day of trading by the clearing member representing the option buyer.

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option. (12/01/03)

2207.02 AUTOMATIC EXERCISE - Notwithstanding the provisions of Regulation 2207.01 all in-the-money options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, or such time designated by the Exchange, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m. on the business day following the last day of trading, or by such other time designated by the Exchange. (12/01/03)

2207.03 CORRECTIONS TO OPTION EXERCISE - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

2208.01 EXPIRATION OF OPTION - Unexercised CBOT 30-Day Federal Funds futures options shall expire at 7:00 p.m. Chicago time on the next business day after the termination of trading (See Regulation 2213.01). (04/01/03)

2209.01 MONTHS TRADED IN - Trading CBOT 30-Day Federal Funds futures options may be scheduled in such months as determined by the Exchange. (04/01/03)

2210.01 TRADING HOURS - The hours of trading for options on CBOT 30-Day Federal Funds futures shall be determined by the Board. Trading in an expiring option contract shall cease at 2:00 p.m. Chicago time on the last trading day of said option contract. CBOT 30-Day Federal Funds options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/03)

2211.01 POSITION LIMITS AND REPORTABLE POSITIONS - (See Regulation 425.01) (04/01/03)

2212.01 MARGIN REQUIREMENTS - (See Regulations 431.05, 431.06) (04/01/03)

2213.01 LAST DAY OF TRADING - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 2:00 p.m. Chicago time on the last business day of the underlying contract

month. (04/01/03)

Chapter 23
Short Term U.S. T-Notes (2-Year)

Chapter 23
Short Term U.S. T-Notes (2-Year)

Ch23 Trading Conditions

2301.00 Authority - (See Rule 1701.00) (10/01/94)

2302.01 Application of Regulation - Futures transactions in short term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in short term U.S. Treasury Notes.

For the purpose of this chapter, the trading day begins with the commencement of trading on Project A at 2:15 p.m. and ends with the close of trading of regular daytime trading. (10/01/98)

2303.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, U.S. Treasury Bonds or U.S. Treasury Notes otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than one year, nine months or longer than two years and otherwise meeting the specifications and requirements stated in this chapter; and/or

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, one year nine months to two years U.S. Treasury Note, as determined by using the current market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2304.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of two hundred thousand dollars ($200,000) or multiples thereof. (10/01/94)

2305.01 Months Traded In - Trading in Short-Term U.S. Treasury Notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2306.01 Price Basis - Minimum price fluctuations shall be in multiples of one-quarter of one thirty-second (1/32) point per 100 points ($15.625 rounded up to the nearest 1 cent per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/94)

+2307.01 Hours of Trading - The hours of trading for future delivery in short term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2309.01 Last Day of Trading - No trades in short term U.S. Treasury Note futures deliverable in the current month shall be made following the last business day of the calendar month and any contracts remaining open must be settled by delivery or as provided in Regulation 2309.02 after trading in such contract has ceased. (05/01/04)

2309.02 Liquidation after Trading has Ceased - After trading in contacts for future delivery in the current delivery month has ceased in accordance with Regulation 2309.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes (Regulation 2342.01) or by mutual agreement by means of a bona fide exchange of such current futures for actual U.S. Treasury Notes or comparable instruments, or by mutual agreement by means of a bona fide exchange of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event be made no later than 12:00 p.m. (Chicago time) on the second business day immediately preceding the last business day of the delivery month as defined in Regulation 2346.01. (03/01/04)

Ch23 Delivery Procedures

2336.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. Treasury Notes which have an original maturity no greater than five years three months and remaining maturity not less than one year, nine months and not more than two years as defined below. All notes delivered against a contract must be of the same issue. For settlement or for determining remaining maturity for delivery eligibility, the time to maturity of a given issue is calculated in complete one month increments (i.e. 1 year, 10 months, 17 days is taken to be 1 year, 10 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount at which the short invoices the long.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2342.01 Deliveries on Futures Contracts - Deliveries against short-term U.S. Treasury Notes futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2380.01) in accordance with Department of Treasury Circular 300, Subpart 0: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. Chicago time), or by such time designated by the Exchange, on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes at his bank inacceptable (to his bank) delivery form by 10:00 a.m. (Chicago time) on delivery day, or by such time designated by the Exchange. The short Clearing Member must notify his bank (Regulation 2380.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such time designated by the Exchange, and notify his bank (Regulation 2380.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Members' account at the short Clearing Member's bank (Regulation 2380.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time), or by such time designated by the Exchange, on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2342.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2342.01 and 2349.04 and that all provisions of Regulations of 2342.01 and 2349.04 have been complied with. (10/01/94)

2346.01 Date of Delivery - Delivery of short term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. The delivery month extends to and includes the third business day following the last trading day in the current month. Delivery of short term U.S. Treasury Notes must be made no later than the last business day

of that month. (11/01/94)

2347.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2348.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2349.01 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2349.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2349.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing House shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing House to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers, describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing House, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing House by 2:00 p.m., or by such other time designated by the Board of Directors, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing House by 3:00 p.m., or by such other time designated by the Board of Directors. Upon receipt of such invoices, the Clearing House shall promptly make them available to buyers to whom they are addressed, by placing them in buyers' mail boxes provided for that purpose in the Clearing House. (12/01/99)

2349.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payments before 1:00 p.m. on the day of delivery, except on banking holidays when delivery must be taken and payment made before 9:30 a.m. the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing House shall be made with the Clearing House in accordance with its by-laws and resolutions. (10/01/94)

2349.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2350.00 Duties of Members - (See Rule 1050.00) (10/01/94)

2350.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

2350.02 Failure to Deliver - (See Regulation 1050.01) (01/01/04)

2354.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)

2354.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

2380.01 Banks - For purposes of these regulations relating to trading in short term U.S. Treasury Notes, the word "Bank" (Regulation 2342.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus, and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter 24
Long Term T-Notes (6 1/2 -10 Year)

Chapter 24
Long Term T-Notes (6 1/2 -10 Year)

Ch24 Trading Conditions

2401.00 Authority - (See Rule 1701.00) (10/01/94)

2402.01 Application of Regulations - Futures transactions in long term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in long term U.S. Treasury Notes. (09/01/00)

2403.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may be in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, callable U.S. Treasury Bonds otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than six and one-half years, or longer than ten years and otherwise meeting the specifications and requirements stated in this chapter; and/or

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, six and one-half years to ten years U.S. Treasury Note, as determined by using the current market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2404.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. (10/01/94)

2405.01 Months Traded In - Trading in Long-Term U.S. Treasury notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2406.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($15.625 per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (02/01/01)

2407.01 Hours of Trading - The hours of trading for future delivery in long term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon subject to the provisions of the second paragraph of Rule 1007.00.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2409.01 Last Day of Trading - No trades in long term U.S. Treasury Note futures deliverable in the current month shall be made during the last seven business days of that month and any contracts

remaining open must be settled by delivery or as provided in Regulation 2409.02 after trading in such contracts has ceased. (10/01/94)

2409.02 Liquidation in the Last Seven Days of Delivery Months - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 2409.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes or Bonds (Regulation 2442.01) or by mutual agreement by means of a bona fide exchange of such current futures for actual U.S. Treasury Notes or Bonds or comparable instruments, or by mutual agreement by means of a bona fide exchange of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. (03/01/04)

2412.12 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/94)

2436.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. Treasury Notes which have an actual maturity of not less than six and one-half years and not more than ten years. All notes delivered against a contract must be of the same issue. For settlement, the time to maturity of a given issue is calculated in complete quarter year increments (i.e. 8 years, 10 months, 17 days is taken to be 8 years, 9 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount at which the short invoices the long.

U.S. Treasury Notes deliverable against futures contracts under these regulations must have semi-annual coupon payments.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2442.01 Deliveries of Futures Contracts - Deliveries against long term U.S. Treasury Note futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2480.01) in accordance with Department of Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes in place at his bank in acceptable (to his bank) delivery form no later than 10:00 a.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. The short Clearing Member must notify his bank (Regulation 2480.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account at the long Clearing Member's bank on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time), or by such other time designated by the Exchange, and notify his bank (Regulation 2480.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 2480.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time), or by such other time designated by the Exchange, on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2442.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or thbulletinClearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2442.01 and 2449.04 and that all other provisions of Regulations of 2442.01 and 2449.04 have been complied with. (10/01/94)

2446.01 Date of Delivery - Delivery of long term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. Delivery of long term U.S. Treasury Notes must be made no later than the last business day of that month. (10/01/94)

2447.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2448.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2449.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2449.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2449.03 Sellers Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

2449.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery, or such other time designated by the Exchange except on banking holidays when delivery must be taken and payment made before 9:30 a.m. or such other time designated by the Exchange the next business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its rules, policies and procedures. (01/01/04)

2449.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2450.01 Failure to Deliver - (See Regulation 1050.01(01/01/04)

2454.01 Failure to Accept Delivery - (See Regulation 1054.01)(01/01/04)

2480.01 Banks - For purposes of these regulations relating to trading in long term U.S. Treasury Notes, the word "Bank" (Regulation 2442.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter m24

CBOT mini-sized Long Term U.S. Treasury Notes

Chapter m24

CBOT mini-sized Long Term U.S. Treasury Notes

Chm24 Trading Conditions

m2401.01 Authority - Trading in mini-sized long term U.S. Treasury Note futures may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/01)

m2402.01 Application of Regulations - Futures transactions in mini-sized long term U.S. Treasury Notes shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized long term U.S. Treasury Notes. (10/01/01)

m2403.01 Emergencies, Acts of God, Acts of Government - (See Regulation 2403.01) (10/01/01)

m2403.02 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

m2404.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of fifty thousand dollars ($50,000) or multiples thereof. (10/01/01)

m2405.01 Months Traded In - (See Regulation 2405.01) (10/01/01)

m2406.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (10/01/01)

m2407.01 Hours of Trading - The hours of trading for future delivery in mini-sized Long Term U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon, subject to the provisions of Regulation 9B.02. (11/01/01)

m2409.01 Last Day of Trading - (See Regulation 2409.01) (10/01/01)

m2409.02 Liquidation in the Last Seven Days of the Delivery Month - (See Regulation 2409.02) (10/01/01)

m2410.01 Margin Requirements - (See Regulation 431.03) (10/01/01)

m2412.01 Position Limits and Reportable Positions - (See 425.01 and 425.10) (10/01/01)

Chm24 Delivery Procedures

m2436.01 Standards - (See Regulation 2436.01) (10/01/01)

m2442.01 Deliveries on Futures Contracts - (See Regulation 2442.01) (10/01/01)

m2442.02 Wire Failure - (See Regulation 2442.02) (10/01/01)

m2446.01 Date of Delivery - (See Regulation 2446.01) (10/01/01)

m2447.01 Delivery Notices - (See Regulation 2447.01) (10/01/01)

m2448.01 Method of Delivery - (See Regulation 1048.01) (10/01/01)

m2449.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/01)

m2449.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/01)

m2449.03 Seller's Invoice to Buyers - (See Regulation 2449.03) (10/01/01)

m2449.04 Payment - (See Regulation 2449.04) (10/01/01)

m2449.05 Buyers Banking Notification - (See Regulation 2449.05) (10/01/01)

m2450.01 Failure to Deliver - (See Regulation 1050.01 (01/01/04)

m2454.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/01)

m2454.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

Chm24 Regularity of Banks

m2480.01 Banks - (See Regulation 2480.01) (10/01/01)

Chapter 25
Medium Term U.S. Treasury Notes (5 Year)

Chapter 25
Medium Term U.S. Treasury Notes (5 Year)

Ch25 Trading Conditions

2501.00 Authority - (See Rule 1701.00) (10/01/94)

2502.01 Application of Regulations - Futures transactions in medium term U.S. Treasury Notes shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in medium term U.S. Treasury Notes. (09/01/00)

2503.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. For example, and without limiting the Board's power, it may extend delivery dates and designate alternative delivery points in the event of conditions interfering with the normal operations of approved facilities.

In the event the Board determines that there exists a shortage of deliverable U.S. Treasury Notes, it may, upon a two-thirds vote under Rule 180.00, take such action as may in the Board's sole discretion appear necessary to prevent, correct or alleviate the condition. Without limiting the foregoing or the authority of the Board under Rule 180.00, the Board may:

(1) designate as deliverable, U.S. Treasury Bonds otherwise meeting the specifications and requirements stated in this chapter;

(2) designate as deliverable one or more issues of U.S. Treasury Notes and/or U.S. Treasury Bonds having maturities shorter than four years and two months, or longer than five years and two months and otherwise meeting the specifications and requirements stated in this chapter.

(3) determine a cash settlement based on the current cash value of a 6% coupon rate, five year U.S. Treasury Note, as determined by using the current cash market yield curve for U.S. Treasury securities on the last day of trading. (03/01/00)

2504.01 Unit of Trading - The unit of trading shall be United States Treasury Notes having a face value at maturity of one hundred thousand dollars ($100,000) or multiples thereof. (10/01/94)

2505.01 Months Traded In - Trading in Medium-Term U.S. Treasury notes futures may be scheduled in such months as determined by the Exchange. (03/01/00)

2506.01 Price Basis - Minimum price fluctuations shall be in multiples of one-half of one thirty-second (1/32) point per 100 points ($15.625 rounded up to the nearest 1c per contract) except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract). Par shall be on the basis of 100 points. Contracts shall not be made on any other price basis. (02/01/01)

2507.01 Hours of Trading - The hours of trading for future delivery in U.S. Treasury Notes shall be determined by the Board. On the last day of trading in an expiring future, the closing time for such future shall be 12:00 noon subject to the provisions of the second paragraph of Rule 1007.00. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (10/01/94)

2509.01 Last Day of Trading - No trades in medium term U.S. Treasury Note futures deliverable in the current month shall be made during the last seven business days of that month and any contracts remaining open must be settled by delivery as provided in Regulation 2509.02 after trading in such contracts has ceased. (10/01/94)

2509.02 Liquidation in the Last Seven Days of the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased in accordance with Regulation 2509.01 of this chapter, outstanding contracts may be liquidated by the delivery of book-entry U.S. Treasury Notes (Regulation 2542.01) or by mutual agreement by means of bona fide exchange of such current futures for actual U.S. Treasury Notes or comparable instruments, or by mutual agreement by means of a bona fide exchange of such current futures for, or in connection with, a swap transaction (per Regulation 444.04). Such exchange must, in any event, be made no later than the fifth business day immediately preceding the last business day of the delivery month. (03/01/04)

2510.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

2536.01 Standards - The contract grade for delivery on futures contracts made under these regulations shall be U.S. notes which have an original maturity of not more than 5 years three months and which have a remaining maturity of not less than four years and two months as defined below. To be delivered in the current month, the note must have been issued by the Treasury before the last day of trading in the current month. All notes or bonds delivered against a contract must be of the same issue. For settlement, the time to maturity of a given issue is calculated in complete one month increments (i.e. 4 years, 5 months and 14 days is taken to be 4 years and 5 months) from the first day of the delivery month. The price at which a note with this time to maturity and with the same coupon rate as this issue will yield 6%, according to bond tables prepared by the Financial Publishing Co. of Boston, Mass., is multiplied by the settlement price to arrive at the amount which the short invoices the long.

Interest accrued on the notes shall be charged to the long by the short in accordance with Department of the Treasury Circular 300, Subpart P.

New issues of U.S. Treasury Notes which satisfy the standards in this regulation shall be added to the deliverable grade as they are issued. If during the auction of a note which will meet the standards of this chapter the Treasury re-opens an existing issue, thus rendering the existing issue indistinguishable from the newly auctioned one, the older issue is deemed to meet the standards of this chapter and would be deliverable. The Exchange shall have the right to exclude any new issue from deliverable status or to further limit outstanding issues from deliverable status. (03/01/00)

2542.01 Deliveries on Futures Contracts - Deliveries against medium term U.S. Treasury Note futures contracts shall be by book-entry transfer between accounts of Clearing Members at qualified banks (Regulation 2580.01) in accordance with Department of Treasury Circular 300, Subpart O: Book-Entry Procedure. Delivery must be made no later than the last business day of the month. Notice of intention to deliver shall be given to the Clearing Services Provider by 8:00 p.m. (Chicago time), or by such other time designated by the Exchange, on the second business day preceding delivery day. In the event the long Clearing Member does not agree with the terms of the invoice received from the short Clearing Member, the long Clearing Member must notify the short Clearing Member, and the dispute must be settled by 9:30 a.m. (Chicago time), or such other time designated by the Exchange, on delivery day. The short Clearing Member must have contract grade U.S. Treasury notes at his bank in acceptable (to his bank) delivery form by 10:00 a.m. (Chicago time) or such other time designated by the Exchange on delivery day. The short Clearing Member must notify his bank (Regulation 2580.01) to transfer contract grade U.S. Treasury notes by book-entry to the long Clearing Member's account on a delivery versus payment basis. That is, payment shall not be made until the notes are delivered. On delivery day, the long Clearing Member must make funds available by 7:30 a.m. (Chicago time) or such other time designated by the Exchange, and notify his bank (Regulation 2580.01) to accept contract grade U.S. Treasury notes and to remit federal funds to the short Clearing Member's account at the short Clearing Member's bank (Regulation 2580.01) in payment for delivery of the notes. Contract grade U.S. Treasury notes must be transferred and payment must be made before 1:00 p.m. (Chicago time) or such other time designated by the Exchange, on delivery day. All deliveries must be assigned by the Clearing Services Provider. Where a futures commission merchant as a clearing member has an interest both long and short for customers on its own books, it must tender to the Clearing Services Provider such notices of intention to deliver as it received from its customers who are short. (01/01/04)

2542.02 Wire Failure - In the event that delivery cannot be accomplished because of a failure of the Federal Reserve wire or because of a failure of either the long Clearing Member's bank or the short Clearing Member's bank access to the Federal Reserve wire, delivery shall be made before 9:30 a.m. on the next business day on which the Federal Reserve wire is operable. Interest shall accrue to the long paid by the short beginning on the day at which the notes were to be originally delivered.

In the event of such failure, both the long and short must provide documented evidence that the instructions were given to their respective banks in accordance with Regulations 2542.01 and 2549.04 and that all other provisions of Regulations of 2542.01 and 2549.04 have been complied with. (10/01/94)

2546.01 Date of Delivery - Delivery of medium term U.S. Treasury Notes may be made by the short upon any permissible delivery day of the delivery month the short may select. Delivery of

medium term U.S. Treasury Notes must be made no later than the last business day of that month. (10/01/94)

2547.01 Delivery Notices - (See Regulation 1047.01) (10/01/94)

2548.01 Method of Delivery - (See Regulation 1048.01) (10/01/94)

2549.00 Time of Delivery, Payment, Form of Delivery Notice - (See Rule 1049.00) (10/01/94)

2549.02 Buyer's Report of Eligibility to Receive Delivery - (See Regulation 1049.02) (10/01/94)

2549.03 Seller's Invoice to Buyers - Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing Services Provider shall promptly furnish each issuer the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer. Thereupon, sellers (issuers of delivery notices) shall prepare invoices addressed to their assigned buyers,describing the documents to be delivered to each such buyer. Such invoices shall show the amount which buyers must pay to sellers in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider, and adjusted for applicable interest payments. Such invoices shall be delivered to the Clearing Services Provider by 2:00 p.m., or by such other time designated by the Exchange, on the day of intention except on the last intention day of the month, where such invoices shall be delivered to the Clearing Services Provider by 3:00 p.m., or by such other time designated by the Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly make them available to buyers to whom they are addressed. (01/01/04)

2549.04 Payment - Payment shall be made in federal funds. The long obligated to take delivery must take delivery and make payment before 1:00 p.m. on the day of delivery, or by such other time designated by the Exchange, except on banking holidays when delivery must be taken and payment made before 9:30 a.m. or by such other time designated by the Exchange, the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its rules, policies and procedures. (01/01/04)

2549.05 Buyers Banking Notification - The long Clearing Member shall provide the short Clearing member by 4:00 p.m. (5:00 p.m. EST) on the day of intention, one business day prior to delivery day, with a Banking Notification. The Banking Notification form will include the following information: the identification number and name of the long Clearing Member; the delivery date; the notification number of the delivery assignment; the identification number and name of the short Clearing Member making delivery; the quantity of the contract being delivered; the long Clearing Member's bank, account number and specific Federal Wire instructions for the transfer of U.S. securities. (10/01/94)

2550.00 Duties of Members - (See Rule 1050.00) (10/01/94)
2550.01 Failure to Deliver - (See Regulation 1050.01) (01/01/04)
2551.01 Office Deliveries Prohibited - (See Regulation 1051.01) (10/01/94)

2554.00 Failure to Accept Delivery - (See Rule 1054.00) (10/01/94)
2554.01 Failure to Accept Delivery - (See Regulation 1054.01) (01/01/04)

Chapter 26
CBOT mini-sized Three-Month Eurodollar Time Deposits

Chapter 26
CBOT mini-sized Three-Month Eurodollar Time Deposits

Ch26 Trading Conditions

2601.01 Authority - Trading in mini-sized Eurodollar futures may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/01)

2602.01 Application of Regulations - Futures transactions in mini-sized Eurodollars shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in mini-sized Eurodollars. (12/01/01)

2603.01 Derivative Markets - Settlement prices shall be set in accordance with this regulation consistent with the settlement prices of the primary market. Contract settlement prices therein shall be set equal to the settlement prices of the corresponding contracts of the primary market for such commodity. Where a particular contract has opened on the Exchange for which the primary market has established no settlement price, the Clearing Services Provider shall set a settlement price consistent with the spread relationships of other contracts; provided, however, that if the contract is not subject to daily price fluctuation limits then the settlement price shall be set at the fair market value of the contract at the close of trading. (01/01/04)

2604.01 Unit of Trading - The unit of trading shall be three-month Eurodollar time deposits in the amount of $500,000. (12/01/01)

2605.01 Months Traded In - Trading in mini-sized Eurodollars futures may be scheduled in such months as determined by the Exchange. (12/01/01)

2606.01 Price Basis - Minimum price fluctuations shall be one-half of one basis point (0.005) of $500,000 on a 90-day basis, or $6.25 per contract. Prices shall be quoted in terms of an index consisting of the difference between the number 100.00 and the three-month Eurodollar yield on an annual basis for a 360-day year. (For example, a deposit rate of 4.50 percent shall be quoted as 95.50.) Contracts shall not be made on any other price basis. (12/01/01)

2607.01 Hours of Trading - The hours of trading for future delivery in mini-sized Eurodollar futures shall be determined by the Exchange. (12/01/01)

2609.01 Last Day of Trading The last day of trading in Eurodollar futures contracts, deliverable in the current month, shall be the second London bank business day immediately preceding the third Wednesday of the contract month. On the last day of trading in an expiring future, the closing time for such future shall be 11:00 a.m. (London time)*, subject to the provisions of Regulation 9B.02. (12/01/01)

*This is 5:00 a.m. (Chicago time) except when Daylight Saving Time is in effect in either, but not both, London or Chicago.

2610.01 Margin Requirements - (See Regulation 431.03) (12/01/01)

2612.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/01)

2636.01 Standards - Each contract which is not offset prior to the expiration of trading shall be offset with the clearing house on the second London bank business day immediately preceding the third Wednesday of the contract month at a settlement price established by the International Monetary Market for settlement of its corresponding expiring Three-Month Eurodollar Time Deposits futures contract. If the foregoing date for cash settlement is an Exchange holiday, each contract which is not offset prior to the expiration of trading shall be offset with the Clearing Services Provider on the next succeeding Exchange business day. (01/01/04)

2642.01 Deliveries of Futures Contracts - Deliveries against mini-sized Eurodollar futures contracts must be made through the Clearing Services Provider. Delivery under these regulations shall be made on settlement day and shall be accomplished by cash settlement as hereinafter provided.

The Clearing Services Provider will advise clearing members holding open positions in mini-sized Eurodollar futures contracts deliverable in the current month of the final settlement price established for that month, as soon as practicable on settlement day. Clearing members shall then make payment to and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures, based on the settlement price. (01/01/04)

2647.01 Payment - (See Regulation 1049.04) (12/01/01)

2580.01 Banks - For purposes of these regulations relating to trading in U.S. Treasury notes, the word "Bank" (Regulation 2542.01) shall mean a U.S. commercial bank (either Federal or State charter) that is a member of the Federal Reserve System and with capital (capital, surplus, and undivided earnings) in excess of one hundred million dollars ($100,000,000). (10/01/94)

Chapter 27A (Standard Options)
Long Term Treasury Note Futures Options

Chapter 27A (Standard Options)
Long Term Treasury Note Futures Options

Ch27A Trading Conditions

A2701.00 Authority - (See Rule 2801.00) (10/01/94)

A2701.01 Application of Regulations - Transactions in put and call options on Long Term Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Long Term Treasury Note futures contracts. (See Rule 490.00) (09/01/00)

A2702.01 Nature of Long Term Treasury Note Futures Put Options - The buyer of one (1) Long Term Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 2707.01), to assume a short position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Long Term Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A2702.02 Nature of Long Term Treasury Note Futures Call Options - The buyer of one (1) Long Term Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 2707.01), to assume a long position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Long Term Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Long Term Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A2703.01 Trading Unit - One (1) $100,000 face value Long Term Treasury Note futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A2704.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one (1) point per Long Term Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Long Term Treasury Note futures contract, and the next twenty-five (25) consecutive higher and the next twenty-five (25) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least twenty-five (25) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A2705.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A2706.01 Option Premium Basis - The Premium for Long Term Treasury Note futures options

shall be in multiples of one sixty-fourth (1/64) of one percent (1%) of a $100,000 Long Term Treasury Note futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.0
0 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A2707.01 Exercise of Option - The buyer of a Long Term Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (01/01/04)

A2707.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2707.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (01/01/04)

A2707.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A2708.01 Expiration of Option - Unexercised Long Term Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A2709.01 Months Traded In - Trading may be conducted in Long Term Treasury Note futures options for a thirty six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A2710.01 Trading Hours - The hours of trading of options on Long Term Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option the closing time for such option shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Long Term Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Long Term Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A2711.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

A2712.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A2713.01 Last Day of Trading - No trades in Long Term Treasury Note futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Long Term Treasury Note futures contract, on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, or there is a Friday which is not a business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading shall be the business day prior to such Friday. (07/01/01)

Ch27A Trading Conditions

Chapter 27B (Flexible Options)
Long Term Treasury Note Flexible Options

Chapter 27B (Flexible Options)
Long Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 2702.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 2701.00, 2701.01, 2702.01, 2702.02, 2705.01, 2706.01, 2710.01, 2711.01, 2712.01, and 2714.01 remain in effect for both standard and Flexible options.

Ch27B Trading Conditions

B2702.03 Nature of Flexible Options - Flexible options on Long Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Long Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 2707.01, 2707.02, 2708.01, and 2713.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B2703.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B2704.01 Strike Prices - Strike prices for flexible options must be specified in points and 32nd's of points per Long Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 32nd point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B2707.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2707.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2708.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04) (07/01/01)

B2709.01 Months Traded In - Trading my be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (05/01/94)

B2713.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2702.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B2715.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B2716.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B2717.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series. If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 2719.01) will exist. (02/01/01)

B2719.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B2720.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B2721.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 2702.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 28A (Standard Options)
T-Bond Futures Options

Ch28A Trading Conditions

A2801.00 Authority - Trading in put and call options on futures contracts and on commodities may be conducted under such terms and conditions as may be prescribed by regulation. (10/01/94).

A2801.01 Application of Regulations - Transactions in put and call options on U.S. Treasury Bond futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on U.S. Treasury Bond futures contracts. (See Rule 490.00) (09/01/00)

A2802.01 Nature of U.S. Treasury Bond Futures Put Options - The buyer of one (1) U.S. Treasury Bond futures put option may exercise his option at any time prior to expiration (subject to Regulation 2807.01), to assume a short position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) U.S. Treasury Bond futures put option incurs the obligation of assuming a long position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A2802.02 Nature of U.S. Treasury Bond Futures Call Options - The buyer of one (1) U.S. Treasury Bond futures call option may exercise his option at any time prior to expiration (subject to Regulation 2807.01), to assume a long position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) U.S. Treasury Bond futures call option incurs the obligation of assuming a short position in one (1) U.S. Treasury Bond futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A2803.01 Trading Unit - One (1) $100,000 face value U.S. Treasury Bond futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A2804.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one (1) point per U.S. Treasury Bond futures contract as follows: At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the U.S. Treasury Bond futures contract's previous day's settlement price, the next thirty (30) consecutive higher and the next thirty (30) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least thirty (30) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A2805.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time

that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A2806.01 Option Premium Basis - The Premium for U.S. Treasury Bond futures options shall be in multiples of one sixty-fourth (1/64) of one percent (1%) of a $100,000 U.S. Treasury Bond futures contract which shall equal $15.625 per /64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A2807.01 Exercise of Option - The buyer of a U.S. Treasury Bond futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

(01/01/04)

A2807.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2807.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(01/01/04)

A2807.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A2808.01 Expiration of Option- Unexercised U.S. Treasury Bond futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A2809.01 Months Traded In - Trading may be conducted in U.S. Treasury Bond futures options for a thirty-six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board (06/01/99)

A2801.01 Trading Hours - The hours of trading of options in U.S. Treasury Bond futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding U.S. Treasury Bond futures contracts, subject to the provisions of the second paragraph of Rule 1007.00. U.S. Treasury Bond futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regular Compliance Committee shall direct. (04/01/00) A28011.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

A2812.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A2813.01 Last Day of Trading - No trades in U.S. Treasury Bond futures options expiring in the current month shall be made after the close of the Regular Daytime open outcry trading session for the corresponding U.S. Trading Bond futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If

such Friday is not a business day, or there is a Friday which is not a business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading shall be the business day prior to such Friday. (07/01/01)

Chapter 28B (Flexible Options)
Treasury Bond Flexible Options

Chapter 28B (Flexible Options)
Treasury Bond Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 2802.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 2801.00, 2801.01, 2802.01, 2802.02, 2805.01, 2806.01, 2810.01, 2811.01, 2812.01, and 2814.01 remain in effect for both standard and Flexible options.

Ch28B Trading Conditions

B2802.03 Nature of Flexible Options - Flexible options on U.S. Treasury Bond futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on U.S. Treasury Bond futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 2807.01, 2807.02, 2808.01, and 2813.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B2803.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B2804.01 Strike Prices - Strike prices for flexible options must be specified in points and 32nd's of points per U.S. Treasury Bond futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 32nd point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B2807.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2807.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2808.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2902.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B2809.01 Months Traded In - Trading may be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B2813.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 2802.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B2815.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B2816.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B2817.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 2819.01) will exist. (02/01/01)

B2819.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B2820.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B2821.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner,

including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 2802.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 29
Soybean Futures Options

Chapter 29
Soybean Futures Options

Ch29 Trading Conditions

2901.00 Authority - (See Rule 2801.00). (10/01/94)

2901.01 Application of Regulations - Transactions in put and call options on Soybean futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean futures contracts. (See Rule 490.00). (10/01/94)

2902.01 Nature of Soybean Futures Put Options - The buyer of one (1) Soybean futures put option may exercise his option at any time prior to expiration, (subject to Regulation 2907.01), to assume a short position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean futures put option incurs the obligation of assuming a long position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

2902.02 Nature of Soybean Futures Call Options - The buyer of one (1) Soybean futures call option may exercise his option at any time prior to expiration, (subject to Regulation 2907.01), to assume a long position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean futures call option incurs the obligation of assuming a short position in one (1) Soybean futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

2903.01 Trading Unit - One (1) 5,000 bushel Soybean futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

2904.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of ten (10) cents per bushel per Soybean futures contract (i.e., 6.10, 6.20, 6.30, etc) in integral multiples of twenty (20) cents per bushel per Soybean futures contract (i.e., 6.20, 6.40, 6.60, etc.) and in integral multiples of forty (40) cents per bushel per Soybean futures contract (i.e., 6.00, 6.40, 6.80, etc.) as follows:

1. a. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of forty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that all strikes within $1.10 of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of forty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of ten cents, at the commencement of trading for options that are traded in months in which Soybean futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean futures contract and the next five consecutive higher and the next five consecutive

lower strikes. For example, ten-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July contract month.

b. Over time, new ten-cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (09/01/00)

2905.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

2906.01 Option Premium Basis - The premium for Soybean futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Soybean futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

2907.01 Exercise of Option - The buyer of a Soybean futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

2907.02 Automatic Exercise - Notwithstanding the provisions of Regulation 2907.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

2907.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03

2908.01 Expiration of Option - Unexercised Soybean futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

2909.01 Months Traded - Trading may be conducted in the nearby Soybean futures options

contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

2910.01 Trading Hours - The hours of trading of options on Soybean futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

2911.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

2912.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

2913.01 Last Day of Trading - No trades in Soybean futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

2914.01 Option Premium Fluctuation Limits -Trading is prohibited during any day except for the last day of trading in a Soybean futures option at a premium of more than the trading limit for the Soybean futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 30
Corn Futures Options

Chapter 30
Corn Futures Options

Ch30 Trading Conditions

3001.00 Authority - (See Rule 2801.00). (10/01/94)

3001.01 Application of Regulations - Transactions in put and call options on Corn futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Corn futures contracts. (See Rule 490.00). (10/01/94)

3002.01 Nature of Corn Futures Put Options - The buyer of one (1) Corn futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3007.01), to assume a short position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Corn futures put option incurs the obligation of assuming a long position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3002.02 Nature of Corn Futures Call Options - The buyer of one (1) Corn futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3007.01), to assume a long position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Corn futures call option incurs the obligation of assuming a short position in one (1) Corn futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3003.01 Trading Unit - One (1) 5,000 bushel Corn futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3004.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per bushel per Corn futures contract (i.e., 2.55, 2.60, 2.65, etc.), in integral multiples of ten (10) cents per bushel per Corn futures contract (i.e., 2.50, 2.60, 2.70, etc.) and in integral multiples of twenty (20) cents per bushel per Corn futures contract (i.e., 2.80, 3.00, 3.20, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Corn futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to ensure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Corn futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Corn futures contract and the next five consecutive higher and the next five consecutive lower strikes. For example, five-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July

contract month.

b. Over time, new-five cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3005.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3006.01 Option Premium Basis - The premium for Corn futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Corn futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

3007.01 Exercise of Option - The buyer of a Corn futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

3007.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3007.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

3007.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

3008.01 Expiration of Option - Unexercised Corn futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3009.01 Months Traded - Trading may be conducted in the nearby Corn futures options contract

month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Corn futures are not trading underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3010.01 Trading Hours - The hours of trading of options on Corn futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as close of trading of the Regular Daytime open outcry trading session for the corresponding Corn futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Corn futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Corn futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3011.01 Position Limits - (See Regulation 425.01) (10/01/00)

3012.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3013.01 Last Day of Trading - No trades in Corn futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Corn futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3014.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Corn futures option at a premium of more than the trading limit for the Corn futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 31
Wheat Futures Options

Chapter 31
Wheat Futures Options

Ch31 Trading Conditions

3101.00 Authority - (See Rule 2801.00). (10/01/94)

3101.01 Application of Regulations - Transactions in put and call options on Wheat futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Wheat futures contracts. (See Rule 490.00). (10/01/94)

3102.01 Nature of Wheat Futures Put Options - The buyer of one (1) Wheat futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3107.01), to assume a short position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Wheat futures put option incurs the obligation of assuming a long position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3102.02 Nature of Wheat Futures Call Options - The buyer of one (1) Wheat futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3107.01), to assume a long position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Wheat futures call option incurs the obligation of assuming a short position in one (1) Wheat futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3103.01 Trading Unit - One (1) 5,000 bushel Wheat futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3104.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) cents per bushel per Wheat futures contract (i.e. 3.70, 3.75, 3.80, etc.), in integral multiples of ten (10) cents per bushel per Wheat futures contract (i.e., 3.70, 3.80, 3.90, etc.) and in integral multiples of twenty (20) cents per bushel per Wheat futures contract (i.e., 4.00, 4.20, 4.40, etc.) as follows:

1. a. In integral multiples of ten cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Wheat futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of ten cents, over time, strikes shall be added as necessary to ensure that all strikes within 55 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. a. In integral multiples of five cents, at the commencement of trading for options that are traded in months in which Wheat futures are not traded, and for standard option months, the business day they become the second deferred month, the following strike prices shall be listed: one with a strike closest to the previous day's settlement price of the underlying Wheat futures contract and the next five consecutive higher and the next five consecutive lower strikes. For example, five-cent strike price intervals for the September 2000 contract month would be added on June 26, which is the business day after the expiration of the July

contract month.

b. Over time, new five-cent strike prices will be added to ensure that at least five strike prices exist above and below the previous day's trading range in the underlying futures.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3105.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3106.01 Option Premium Basis - The premium for Wheat futures options shall be in multiples of one-eighth (1/8) of one cent per bushel of a 5,000 bushel Wheat futures contract which shall equal $6.25 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $6.00 in $1.00 increments per option contract. (10/01/94)

3107.01 Exercise of Option - The buyer of a Wheat futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

3107.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3107.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

3107.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03

3108.01 Expiration of Option - Unexercised Wheat futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3109.01 Months Traded - Trading may be conducted in the nearby Wheat futures options

contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Wheat futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3110.01 Trading Hours - The hours of trading of options on Wheat futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Wheat futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Wheat futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Wheat futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3111.01 Position Limits - (See Regulation 425.01) (10/01/00)

3112.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3113.01 Last Day of Trading - No trades in Wheat futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Wheat futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3114.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Wheat futures option at a premium of more than the trading limit for the Wheat futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 32
Soybean Oil Futures Options

Chapter 32
Soybean Oil Futures Options

Ch32 Trading Conditions

3201.00 Authority - (See Rule 2801.00). (10/01/94)

3201.01 Application of Regulations - Transactions in put and call options on Soybean Oil futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean Oil futures contracts. (See Rule 490.00). (10/01/94)

3202.01 Nature of Soybean Oil Futures Put Options - The buyer of one (1) Soybean Oil futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3207.01), to assume a short position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Oil futures put option incurs the obligation of assuming a long position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3202.02 Nature of Soybean Oil Futures Call Options - The buyer of one (1) Soybean Oil futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3207.01), to assume a long position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Oil futures call option incurs the obligation of assuming a short position in one (1) Soybean Oil futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3203.01 Trading Unit - One (1) 60,000 pound Soybean Oil futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3204.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of one-half cent per pound per Soybean Oil futures contract (i.e., .210, .215, .220, etc.) for all strikes less than thirty cents and in integral multiples of one cent per pound per Soybean Oil futures contract (i.e., .300, .310, .320, etc.) for all strikes greater than or equal to thirty cents (the "first tier"); and in integral multiples of one cent per pound per Soybean Oil futures contract (i.e., .210, ..220, .230, etc.) for all strikes less than thirty cents and in integral multiples of two cents per pound per Soybean Oil futures contract (i.e., .320, ..340, .360, etc.) for all strikes greater than or equal to thirty cents (the "second tier") as follows:

1. a. Per the first tier, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean Oil futures contract and a consecutive series within 5.5 cents above and below that strike (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. Per the second tier, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. Per the first tier, over time, strikes shall be added as necessary to insure that all strikes within 5.5 cents of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. Per the second tier, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3205.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3206.01 Option Premium Basis - The premium for Soybean Oil futures options shall be in multiples of five thousandths (5/1000) of one cent per pound of a 60,000 pound Soybean Oil futures contract which shall equal $3.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may be equal to $1.00 or $2.00 per option contract. (10/01/94)

3207.01 Exercise of Option - The buyer of a Soybean Oil futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Service Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

3207.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3207.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

3207.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final (12/01/03)

3208.01 Expiration of Option - Unexercised Soybean Oil futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3209.01 Months Traded - Trading may be conducted in the nearby Soybean Oil futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean Oil futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3210.01 Trading Hours - The hours of trading of options on Soybean Oil futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Oil futures contract, subject to the provisions of the second paragraph

of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean Oil futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean Oil futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3211.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

3212.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

3213.01 Last Day of Trading - No trades in Soybean Oil futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Oil futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3214.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Soybean Oil futures option at a premium of more than the trading limit for the Soybean Oil futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 33
Soybean Meal Futures Options

Chapter 33
Soybean Meal Futures Options

Ch33 Trading Conditions

3301.00 Authority - (See Rule 2801.00). (10/01/94)

3301.01 Application of Regulations - Transactions in put and call options on Soybean Meal futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Soybean Meal futures contracts. (See Rule 490.00). (10/01/94)

3302.01 Nature of Soybean Meal Futures Put Options - The buyer of one (1) Soybean Meal futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3307.01), to assume a short position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Meal futures put option incurs the obligation of assuming a long position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

3302.02 Nature of Soybean Meal Futures Call Options - The buyer of one (1) Soybean Meal futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3307.01), to assume a long position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Soybean Meal futures call option incurs the obligation of assuming a short position in one (1) Soybean Meal futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

3303.01 Trading Unit - One (1)100 ton Soybean Meal futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

3304.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of five (5) dollars per ton per Soybean Meal futures contract (i.e., 185, 190, 195, etc.) for all strikes less than two hundred dollars and in integral multiples of ten (10) dollars per ton per Soybean Meal futures contract (i.e., 200, 210, 220, etc.) for all strikes greater than or equal to two hundred dollars (the "first tier"); and in integral multiples of ten (10) dollars per ton per Soybean Meal futures contract (i.e., 200, 210, 220, etc.) for all strikes less than two hundred dollars and in integral multiples of twenty (20) dollars per ton per Soybean Meal futures contract (i.e., 200, 220, 240, etc.) for all strikes greater than or equal to two hundred dollars (the "second tier") as follows:

1. a. Per the first tier, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Soybean Meal futures contract, the next ten consecutive higher strikes and the next ten consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. Per the second tier, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

c. Per the first tier, over time, strikes shall be added as necessary to insure that at least ten strikes above and below the previous day's trading range of the underlying futures are listed (the "minimum band").

d. Per the second tier, over time, strikes shall be added as necessary to insure that the next four consecutive strikes above the minimum band are listed.

e. No new strikes may be added by these procedures in the month in which an option expires.

3. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (07/01/03)

3305.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

3306.01 Option Premium Basis - The premium for Soybean Meal futures options shall be in multiples of five (5) cents per ton of a 100 ton Soybean Meal futures contract which shall equal $5.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (10/01/94)

3307.01 Exercise of Option - The buyer of a Soybean Meal futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or at such other time designated by the Exchange, on such day. (12/01/03)

3307.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3307.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or at such other time designated by the Exchange, on the last day of trading. (12/01/03)

3307.03 Correction to Option Exercises - Correction to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clercial errror, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

3308.01 Expiration of Option - Unexercised Soybean Meal futures options shall expire at 7:00 p.m. on the last day of trading. (12/01/03)

3309.01 Months Traded - Trading may be conducted in the nearby Soybean Meal futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Soybean Meal futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (09/01/00)

3310.01 Trading Hours - The hours of trading of options on Soybean Meal futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Meal futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Soybean Meal futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Soybean Meal futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (03/01/00)

3311.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

3312.01 Margin Requirements - (See Regulation 431.03) (10/01/94)

3313.01 Last Day of Trading - No trades in Soybean Meal futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Soybean Meal futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (07/01/01)

3314.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Soybean Meal futures option at a premium of more than the trading limit for the Soybean Meal futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (12/01/03)

Chapter 35A (Standard Options)
Medium Term U.S. Treasury Note Futures Options

Chapter 35A (Standard Options)
Medium Term U.S. Treasury Note Futures Options

Ch35A Trading Conditions

A3501.00 Authority - (See Rule 2801.00.) (10/01/94)

A3501.01 Application of Regulations - Transactions in put and call options on Medium Term U.S. Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on Medium Term U.S. Treasury Note futures contracts. (See Rule 490.00.) (09/01/00)

A3502.01 Nature of Medium Term U.S. Treasury Note Futures Put Options - The buyer of one (1) Medium Term U.S. Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 3507.01), to assume a short position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Medium Term U.S. Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A3502.02 Nature of Medium Term U.S. Treasury Note Futures Call Options - The buyer of one (1) Medium Term U.S. Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 3507.01), to assume a long position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Medium Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Medium Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Medium Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A3503.01 Trading Unit - One (1) Medium Term U.S. Treasury Note futures contract of a specified contract month on the Chicago Board of Trade. (10/01/94)

A3504.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one-half (1/2) point per Medium Term U.S. Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Medium Term U.S. Treasury Note futures contract, the next fifteen (15) consecutive higher and the next fifteen (15) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least fifteen (15) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A3505.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A3506.01 Option Premium Basis - The premium for Medium Term U.S. Treasury Note futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000) of a Medium Term U. S. Treasury Note futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract

If options are quoted in volatility terms, the minimum price fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A3507.01 Exercise of Option - The buyer of a Medium Term U.S. Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange on such day.

(01/01/04)

A3507.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3507.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading.

(01/01/04)

A3507.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange options transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A3508.01 Expiration of Option - Unexercised Medium Term U.S. Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A3509.01 Months Traded In - Trading may be conducted in Medium Term U.S. Treasury Note futures options for a thirty-six month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A3510.01 Trading Hours - The hours of trading of options on Medium Term U.S. Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Medium Term U.S. Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Medium Term U.S. Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A3511.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (10/01/00)

A3512.01 Margin Requirements - (See Regulation 431.05.) (10/01/94)

A3513.01 Last Day of Trading - No trades in Medium Term U.S. Treasury Note futures put and call options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding U.S. Treasury Bond futures contract on the last Friday which precedes by at least two business days, the last business day of the month

preceding the option month. If such Friday is not a business day, or there is a Friday which is not a business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading will be the business day prior to such Friday. (07/01/01)

Chapter 35B (Flexible Options)
Medium Term Treasury Note Flexible Options

Chapter 35B (Flexible Options)
Medium Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 3502.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 3501.00, 3501.01, 3502.01, 3502.02, 3501.01, 3506.01, 3510.01, 3511.01, 3512.01, and 3514.01 remain in effect for both standard and Flexible options.

Ch35B Trading Conditions

B3502.03 Nature of Flexible Options - Flexible options on Medium Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Medium Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 3507.01, 3507.02, 3508.01 and 3513.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B3503.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B3504.01 Strike Prices - Strike prices for flexible options must be specified in points and 64th's of points per Medium Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 64th point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B3507.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange, shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3507.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3508.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month

preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3509.01 Months Traded In - Trading may be conducted in flexible options in any month through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B3513.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3502.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B3515.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B3516.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B3517.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 3519.01) will exist. (02/01/01)

B3519.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B3520.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (02/01/01)

B3521.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 3502.03 is to permit trading in standard option under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot, they will be traded only in the standard options pit or e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 36A (Standard Options)
Short Term U.S. Treasury Note Futures Options

Ch36A Trading Conditions

A3601.00 Authority - (See Rule 2801.00.) (10/01/94)

A3601.01 Application of Regulations - Transactions in put and call options on Short Term U.S. Treasury Note futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Short Term U.S. Treasury Note futures contracts. (See Rule 490.00.) (09/01/00)

A3602.01 Nature of Short Term U.S. Treasury Note Futures Put Options - The buyer of one (1) Short Term U.S. Treasury Note futures put option may exercise his option at any time prior to expiration (subject to Regulation 3607.01), to assume a short position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Short Term U.S. Treasury Note futures put option incurs the obligation of assuming a long position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (10/01/94)

A3602.02 Nature of Short Term U.S. Treasury Note Futures Call Options - The buyer of one (1) Short Term U.S. Treasury Note futures call option may exercise his option at any time prior to expiration (subject to Regulation 3607.01), to assume a long position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Short Term U.S. Treasury Note futures call option incurs the obligation of assuming a short position in one (1) Short Term U.S. Treasury Note futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (10/01/94)

A3603.01 Trading Unit - One (1) $200,000 face value Short Term U.S. Treasury Note futures contract at a specified contract month on the Chicago Board of Trade. (10/01/94)

A3604.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one-quarter (1/4) point per Short Term U.S. Treasury Note futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying Short Term U.S. Treasury Note futures contract, and the next ten (10) consecutive higher and the next ten (10) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least ten (10) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (04/01/04)

A3605.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (01/01/04)

A3606.01 Option Premium Basis - The premium for Short Term U.S. Treasury Note futures options shall be in multiples of one half of one sixty-fourth (1/64) of one point ($15.625) of a Short Term U.S. Treasury Note futures contract which shall equal $2,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract.

If options are quoted in volatility terms, the minimum price fluctuation shall be .10 percent (i.e.-10.0%, 10.1%, 10.2%, etc.) (07/01/03)

A3607.01 Exercise of Option - The buyer of a Short Term U.S. Treasury Note futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day.

01/01/04)

A3607.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3607.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading

01/01/04)

A3607.03 Corrections to Option Exercises - Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (01/01/04)

A3608.01 Expiration of Option - Unexercised Short Term U.S. Treasury Note futures options shall expire at 7:00 p.m. on the last day of trading. (01/01/04)

A3609.01 Months Traded In - Trading may be conducted in Short Term U.S. Treasury Note futures options for a forty-two month period extending from the nearby contract month, provided however, that the Exchange may determine not to list a contract month. Both serial and quarterly options may be listed to expire into either front-month or deferred futures as determined by the Board. (06/01/99)

A3610.01 Trading Hours - The hours of trading of options on Short Term U.S. Treasury Note futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Short Term U.S. Treasury Note futures contract, subject to the provisions of the second paragraph of Rule 1007.00. Short Term U.S. Treasury Note futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/00)

A3611.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (10/01/00)

A3612.01 Margin Requirements - (See Regulation 431.05) (10/01/94)

A3613.01 Last Day of Trading - No trades in Short Term U.S. Treasury Note futures put and call options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Short Term U.S. Treasury Note futures contract on the last Friday which precedes by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, or there is a Friday which is not a

business day which precedes by one business day the last business day of the month preceding the option month, the last day of trading shall be the first business day prior to such Friday. (07/01/01)

Chapter 36B (Flexible Options)
Short Term Treasury Note Flexible Options

Chapter 36B (Flexible Options)
Short Term Treasury Note Flexible Options

Note: The following Flexible option regulations with the exception noted in the second paragraph of Regulation 3602.03 supersede the corresponding standard regulations presented in Part A of this chapter. Regulations 3601.00, 3601.01, 3602.01, 3602.02, 3605.01, 3606.01, 3610.01, 3611.01, 3612.01, and 3614.01 remain in effect for both standard and Flexible options.

Ch36B Trading Conditions

B3602.03 Nature of Flexible Options - Flexible options on Short Term Treasury Note futures shall be permitted in puts and calls which do not have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options.

However, Flexible Options on Short Term Treasury Note futures shall also be permitted in puts and calls which have the same underlying futures contract, same strike price, same exercise style, and same last day of trading as standard options that are not at the time listed for trading in the standard options pit or on e-cbot. All Flexible Option regulations except 3607.01, 3607.02, 3608.01 and 3613.01 will pertain for these options.*

Trading shall be permitted in any CBOT recognized option/option or option/futures spread involving puts, calls or futures. (09/01/00)

B3603.01 Trading Unit - The minimum size for requesting a quote and/or trading in a flexible option series is 50 contracts, where each contract represents one of the underlying futures contracts at the Chicago Board of Trade. Parties may request a quote and/or trade for less than 50 contracts in order to entirely close out a position in a flexible series.

For a flexible options series, respondents to a request for quote, must be willing to trade at least 50 contracts, with the exception that a respondent may trade less than 50 contracts if the respondent is entirely closing out a position in the series. (07/01/99)

B3604.01 Strike Prices - Strike prices for flexible options must be specified in points and 64th's of points per Short Term Treasury Note futures contract. However, for a Request for Quote (RFQ), strike prices may be specified in one 64th point increments relative to the underlying futures contract. Strike prices cannot be outside the range of the currently listed strike prices for standard options. (06/01/95)

B3607.01 Exercise of Flexible Options - Notification of the intent to exercise a flexible option must be received by the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange. No exceptions to the 6:00 p.m. exercise deadline, or such other deadline designated by the Exchange shall be permitted.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3607.02 Automatic Exercise - After the close on the last day of trading, all in-the-money flexible options will be automatically exercised unless notice to cancel automatic exercise is given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange on that day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3608.01 Expiration Date - Flexible option expiration may be specified for any Monday through Friday that is not an Exchange holiday except that expiration may not occur following the last Friday that precedes by at least two business days the last business day of the calendar month preceding the underlying future contract month. Flexible options expire at 7:00 p.m. on the last trading

day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (01/01/04)

B3609.01 Months Traded In - Trading may be conducted in flexible options in any month up through the most distant underlying futures contract in which a trade has occurred. (10/01/94)

B3613.01 Last Day of Trading - The last day of trading in a flexible option shall be the expiration day.

However, options which meet the criteria given in the second paragraph of Flexible Option Regulation 3602.03 will follow expiration and exercise procedures as specified in the standard option regulations. (05/01/94)

B3615.01 Exercise Style - Flexible options may be American or European exercise style. (10/01/94)

B3616.01 Underlying Futures Contract for Flexible Options - The underlying futures contract for a flexible option shall be the same as the underlying futures contract month of the nearest March quarterly cycle standard futures option expiring on or after the expiration of the flexible option. (10/01/94)

B3617.01 Initiating a Flexible Option Contract Series - The opening of trading in any flexible option series shall occur through the submission of an RFQ or at such time that a trade takes place in the particular flexible option series.

If so desired, participants can submit additional RFQ's for any open series. However, in this situation no priority period (Regulation 3619.01) will exist. (02/01/01)

B3619.01 RFQ Trading Interval - If the submitter of the first RFQ of the day in a flexible series requests either a bid or an offer but not both, then they shall have up to a one minute priority period during which they shall have the sole right to either buy or sell as specified in their RFQ. The exact length of the priority period shall be determined by the Exchange.

If more than one RFQ is the first RFQ of the day in a flexible series, all the RFQ's individually ask for either a bid or an offer but not both, and all the RFQ's collectively are for the same side of the market (all bids or all offers) then the submitters shall jointly share priority during the priority period.

Priority for RFQ's is determined by submission to the RFQ official, except that all RFQ's submitted before the open shall be treated equally. (02/01/01)

B3620.01 Expiration of an RFQ - Trading in a given flexible option series following an RFQ shall remain open for the remainder of the trading session. Trading in a given flexible option series following a transaction in that series shall remain open through the remainder of the trading session in which the transaction was executed and through each subsequent session in which there is open interest in the flexible option series. (002/01/01)

B3621.01 Reporting of Flexible Option Trades - It shall be the responsibility of the participants in a flexible option trade to report the quantities and prices to the flexible pit reporter in a timely manner, including any later trades in open flexible contract term series. (10/01/94)

* The effect of the second paragraph of Regulation 3602.03 is to permit trading in standard options under certain Flexible trading procedures prior to the listing of such options in the standard options pit or on e-cbot. Once and if these options are listed for trading in the standard options pit or on e-cbot, they will be traded only in the standard options pit or on e-cbot subject to standard options trading requirements. Upon such listing, all existing open positions established under Flexible trading procedures shall be fully fungible with transactions in the respective standard option series for all purposes under these regulations.

Chapter 37
CBOT Rough Rice Futures

Chapter 37
CBOT Rough Rice Futures

Ch37 Trading Conditions

3700.01 Introduction - This chapter is limited in application to futures trading in rough rice. The procedures for trading, clearing, inspection, delivery, settlement and any other matters not specifically covered herein shall be governed by the Rules and Regulations of the Exchange. (11/01/94)

*3701.01 Contract Specifications - All futures contracts shall be for U.S. No. 2 or better long grain rough rice as the same is established by standards promulgated by the United States Department of Agriculture (U.S.D.A.) at the time of the first day of trading in a particular contract. No heat-damaged kernels as defined by USDA FGIS Interpretive Line Slide 2.0 are permitted in a 500-gram sample. No stained kernels as defined by USDA FGIS Interpretive Line Slide 2.1 are permitted in a 500-gram sample. A maximum of 75 lightly discolored kernels as defined by USDA FGIS Interpretive Line Slide 2.2 are permitted in a 500-gram sample. No other grade is deliverable.

To be deliverable, rough rice shall have a milling yield of not less than 65%, including not less than 48% head rice. Each percent of head rice over or below 55% shall receive a 1.5% premium or discount, respectively, toward the settlement price for long grain rough rice and each percent of broken rice over or below 15% shall receive a .75% premium or discount, respectively. All rough rice shall be of a Southern origin or such other origin as the Exchange may approve. (11/01/03)

3701.02 Trading Months and Hours - Futures contracts shall be traded initially for delivery during the months of September, November, January, March, May and July of each year. The number of months to be open at one time shall be at the discretion of the Exchange. Trading shall be conducted from 9:15 a.m. to 1:30 p.m. Chicago Time, except in the expiring contract on the last day of trading when trading shall cease at 12:00 Noon. (11/01/98)

3701.03 Trading Unit - The unit of trading shall be 2,000 hundredweight (200,000 pounds). (11/01/94)

3701.04 Price Increments - All bids and offers shall be in multiples of $.005 per hundredweight. (11/01/94)

3701.05 Daily Price Limits - (See 1008.01) (11/01/94)

3701.06 Termination of Trading - No trades shall be made during the last seven business days of the trading month. Any trades remaining open during this period shall be settled by delivery or a bona fide exchange of futures for the cash commodity or over-the-counter transaction. (01/01/03)

3701.07 Contract Modifications - Contract specifications shall be fixed as of the first day of trading of the contract and must conform to government grading standards in force at that time. If any federal governmental agency issues an order, ruling, directive or law that conflicts with requirements of these regulations, such order, ruling, directive or law shall be construed to become part of these regulations, and all new contracts shall be subject to such governmental orders. (11/01/94)

3701.08 Position Limits and Trading Limits - (See Regulation 425.01) (11/01/94)

3702.01 Delivery by Warehouse Receipts - Deliveries of rough rice shall be made only by delivery of rough rice warehouse receipts issued by warehouses located in the Arkansas counties of Craighead, Jackson, Poinsett, Woodruff, Cross, St. Francis, Lonoke, Prairie, Monroe, Jefferson, Arkansas and DeSha and designated by the Exchange as regular. Rough rice warehouse receipts issued by otherwise regular warehouses licensed under the U.S. Warehouse Act shall be eligible for delivery in satisfaction of Exchange contracts regardless of whether such warehouses are or are not also licensed by any state. In order to effect a valid delivery, each receipt shall (a) be endorsed by holder making delivery; (b) be marked "INSURED"; (c) indicate payment for storage charges up to and including the 18th day of the preceding month; (d) be negotiable; (e) be registered with the registrar of the Exchange; (f) specify the warehouse; and (g) specify the grade, milling yield and quantity of the rough rice stored; and (h) specify that the rough rice meets the CBOT standards for heat-damaged, stained and lightly stained kernels. Unpaid accumulated storage charges shall be allowed and credited to the buyer by the seller up to and including the date of delivery.

Endorsement by the holder shall constitute a warranty of the genuineness of the warehouse receipt and of good title thereto, but shall not constitute a guarantee of performance by the issuer. (10/01/03)

3702.02 Registration of Warehouse Receipts - Registration of rough rice warehouse receipts shall be subject to the following requirements:

A. Warehouses which are regular for delivery may have their warehouse receipts registered at any time with the Official Registrar and in accordance with the requirements issued by the Registrar. If the warehouseman determines not to tender the warehouse receipt by 4.00 p.m. on the day it is registered, or by such other time designated by the Exchange, the warehouseman shall declare the receipt has been withdrawn but is to remain registered by transmitting to the Registrar the warehouse receipt number and the name and location of the warehouse facility. The holder of a registered warehouse receipt may cancel its registration at any time. A warehouse receipt which has been canceled may not be registered again.

B. Except in the case of delivery on the last delivery day of a delivery month, in which case the warehouse receipt must be registered before 1:00 p.m. on the last delivery day of the delivery month, or by such other time designated by the Exchange, the rough rice warehouse receipt must be registered before 4:00 p.m., or by such other time designated by the Exchange, on notice day, the business day prior to the day of delivery. If notice day is the last business day of a week, rough rice warehouse receipts must be registered before 3:00 p.m., or by such other time designated by the Exchange, on that day.

C. The Registrar shall issue a daily report showing the total number of warehouse receipts under registration as of 4:00 p.m., or by such other time designated by the Exchange, on each trading day of the week. In addition to the information posted on the Exchange floor and the CBOT website, this daily report shall show the names of warehouses whose receipts are registered. The record shall not include any receipts that have been declared withdrawn.

D. From his own records, the Registrar shall maintain a current record of the number of receipts that are registered and shall be responsible for posting this record on the Exchange Floor and the CBOT website. The record shall not include any receipts that have been declared withdrawn.

E. When a warehouseman regains control of his own registered receipt, the warehouseman shall by 4:00 p.m. of that business day, or by such other time designated by the Exchange, either cancel the registration of said receipt or declare that said receipt is withdrawn but is to remain registered by transmitting to the Registrar the receipt number and the name and location of the warehouse facility, except in the case where a notice of intention to redeliver said receipt for the warehouseman has been tendered to the Clearing Services Provider by 4:00 p.m., or by such other time designated by the Exchange, of the day that the warehouseman regained control of said receipt. (12/01/03)

3702.03 Delivery Dates - For the trading months of January, March, May, July, September and November, delivery may be made by the seller upon any business day of the delivery month the seller may select. Delivery must be made no later than the last business day of the delivery month. (11/01/94)

3702.04 Storage - Rough rice shall be stored in a bin or bins in a warehouse declared regular by the Exchange, and may contain rough rice from one or more different lots of the same quality and milling yield. Rough rice may be added to or withdrawn from such lots, provided any rice added shall be of the same quality and milling yield and shall conform to the specifications of this chapter and any withdrawal shall not reduce the amount of rice stored in such lots to an amount less than the total amount required to satisfy all outstanding warehouse receipts issued thereagainst. (11/01/94)

3702.05 Par Delivery Unit - Par delivery is 2,000 hundredweight (200,000 pounds) of U.S. No. 2 or better long-grain rough rice. A weight variation of 1% shall be permitted, such variation to be priced at the previous day's settlement price if the expiring future is still trading and at the expiration price of the nearest previous future if no expiring future is trading. (11/01/94)

3702.06 Par Delivery Point - The par delivery points for rough rice shall be mill site warehouses within the boundaries of the Arkansas counties of Craighead, Jackson, Poinsett, Woodruff, Cross, St. Francis, Lonoke, Prairie, Monroe, Jefferson, Arkansas and DeSha. Designation as a mill site warehouse shall be determined by the Exchange. Rough rice may be delivered in satisfaction of the rough rice futures contract at rice mill warehouses regular for delivery at the contract price. Rough rice may be delivered at regular warehouses within the twelve-county area which are not at mill sites in accordance with a schedule of discounts established and published by the Exchange pursuant to 3702.07. No warehouse regular for delivery of rough rice shall be located outside the twelve Arkansas counties listed above. (11/01/94)

3702.07 Delivery Differentials - Delivery of rough rice in satisfaction of the rough rice futures contract at regular warehouses other than regular mill site warehouses shall be subject to a delivery differential of -15 cents per hundredweight (cwt.) subject to the following:

1. At the time of filing an initial or renewal application for regularity, a warehouse shall be required to declare whether or not it is a mill site warehouse as defined in Appendix A.

2. If a regular mill site warehouse (non-mill site warehouse) renews regularity as a non-mill site warehouse (mill site warehouse) for a two-year term beginning July 1, the change in the delivery differential will become effective for the new crop delivery month of September within that two-year term.

3. Whenever the Exchange receives a bona fide renewal application for regularity which will cause the warehouse's delivery differential to change for the next crop year, a notice of the receipt of the application will be posted on the floor of the Exchange after the close of the market that day.

4. A warehouse which has been declared regular for delivery as a non-mill site warehouse (mill site warehouse) for a current regularity term ending June 30 may not be declared regular for

delivery as a mill site warehouse (non-mill site warehouse) during the balance of that term.

Pursuant to the provisions of this regulation, 3702.06 and Appendix A of these rules and regulation, the Exchange shall publish a list of all regular warehouses and the applicable discount.

3702.08 Delivery and Loading Out - Delivery shall be made on the basis of the actual weight of rough rice loaded into rail cars or trucks. A load-out charge not to exceed the tariff as filed with the Exchange in accordance with 3704.01.H shall be paid by the buyer to cover loading and weighing. The maximum load-out charge for the loading-out of rough rice against a rough rice registered warehouse receipt is 22.222 cents per cwt. which will be subject to an evaluation by the Exchange at the time of renewal of regularity of rice warehouses. An increase or decrease in the maximum load-out charge for rough rice may become effective 30 days after a notice has been posted on the Exchange floor. The notice will state the amount of the maximum load-out charge, the applicable warehouse receipts and the date that the charge will become effective.

Load-outs shall begin not later than the third business day following the day on which loading instructions are given to the warehouseman; provided, however, that the withdrawing party has within that period furnished rail cars or trucks to receive the rice. The warehouseman shall be required to load-out rice at the normal rate of load-out for the facility, but not less than 20 trucks or its equivalent weight loaded-out in rail cars per business day and shall be able to load out the warehouse's entire regular capacity in 45 calendar days or less. A party taking delivery shall receive the quantity ordered loaded out as soon as reasonably possible but no more than 45 calendar days after load-out begins. Rough rice regular warehouses shall not be required to meet these minimum load-out rates when transportation equipment is not clean and load ready, inspection services are not available, a condition of force majeure exists, or inclement weather prevents loading.

In addition, rough rice regular warehouses shall not be required to meet the minimum load-out rate for rail cars when rail cars have been constructively placed for load-in prior to constructive placement of rail cars for load-out. However, when rail cars for load-out are constructively placed after rail cars for load in, the warehouse will load-in grain from the rail cars at the normal rate of load-in for the facility. This rate shall not be less than the equivalent weight of 20 trucks loaded-in from rail cars. Rough rice regular warehouses shall not be required to meet these minimum load-in rates when a condition of force majeure exists, inspection services are not available or inclement weather prevents unloading.

The warehouse operator is not obligated to commence load-out of rough rice to a given party sooner than three business days after he receives canceled warehouse receipts and written loading instructions from such party, even if such party may have a conveyance positioned to accept load-out of rough rice before that time. If the party taking delivery presents transportation equipment of a different type (rail or truck) than that specified in the loading instructions, he is required to provide the warehouse operator with new loading orders, and the warehouse operator shall not be obligated to begin load-out of rough rice to such party sooner than three business days after he receives the new loading orders. Written loading orders received after 2:00 p.m. (Chicago time) on a given business day shall be deemed to be received on the following business day.

The warehouseman upon receipt of the canceled receipts by his agent and loading instructions from the owner by 2:00 p.m. on a given day, shall notify the owner by telex or telefax by 4:00 p.m. on that given day the scheduled day for load-out. The daily tariff load-out rate and the amount of tonnage which is scheduled for load-out before owner's load-out shall also be provided in the notification.

The owner upon acceptance of the scheduled load-out date, and if he so requests on a given day prior to load-out, shall receive a telex or telefax from the warehouseman specifying the amount of tonnage remaining before owner's equipment is loaded.

The warehouseman upon cancellation of loading instructions on any business day prior to the day of actual loading of rice, and if requested by the owner, shall reissue and register warehouse receipts for the amount of rough rice which remains unloaded. Storage fees shall begin on the date of re-issuance of the new warehouse receipts.

Storage charges on rough rice to be shipped pursuant to loading instructions shall cease no later than three calendar days following the day on which canceled warehouse receipts are surrendered or

loading instructions are given, whichever occurs later; provided, however, that the owner makes transportation available for loading on the scheduled load-out date or has not canceled loading instructions.

The warehouse operator shall be permitted a two percent deviation above or below the yield of head rice shown on the warehouse receipt issued for delivery on the contract. The warehouse operator shall also be permitted a two percent deviation above or below the total milling yield shown on the warehouse receipt issued for delivery on the contract.

The warehouse operator is responsible for maintaining the milling yield of rice specified on said warehouse receipt, within the stated allowable deviations, for the total quantity of rice represented by said warehouse receipt and not for sub-lots (i.e. truckloads) of said warehouse receipt. The warehouse operator is also responsible for maintaining the numerical grade of rice specified on said warehouse receipt for the total quantity of rice represented by said warehouse receipt for the total quantity of rice represented by said warehouse receipt, however, the numerical grade for sub-lots (i.e., truckloads) shall be no more than one numerical grade below the deliverable grade specified in 3701.01. Averaging the grade or milling yield of multiple receipts is not permissible.

When the rough rice is ordered out-of-store, the warehouse operator will be reimbursed by the buyer in cash if the total milling yield or the yield of head rice of the rice loaded out is over the total milling yield or the yield of head rice listed on the warehouse receipt (up to two percent).

Conversely, the warehouse operator will reimburse the buyer in cash if the total milling yield or the yield of head rice of the rice loaded out is under the total milling yield or the yield of head rice listed on the warehouse receipt (up to two percent). Calculations shall be made daily for each receipt loaded out that day and shall be based on the nearby month rough rice future's settlement price on the day of load out. Such payments to or from the warehouse operator for excess or deficit head and broken rice shall be at the premium and discount schedule specified in 3701.01, Contract Specifications. Adjustments on the milling yield of head rice shall be based on an official test.

Both the buyer and the warehouseman will provide for an analysis of the rough rice for grade and milling yield. If there is a disagreement, then a duplicate sample taken at origin shall be analyzed by the Federal Grain Inspection Service (FGIS), or a mutually agreed-upon third party to resolve the disagreement.

Notwithstanding the above, the buyer retains the right, at his expense, to an official sampling and anaylsis by FGIS, or a mutually agreed-upon third party, at orgin, of rough rice loaded-out at any time. (03/01/97)

3702.09 Notice of Intention - A clearing member intending to deliver shall, not later than 4:00 p.m., or such other time designated by the Exchange, on position day, the second business day prior to the intended delivery day, provide to the Clearing Services Provider a notice of intention in the form prescribed by the Exchange. On the last notice day of the delivery month, however, delivery notices may be delivered to the Clearing Services Provider until 2:00 p.m., or such other time designated by the Exchange. No intra-office delivery may be made. If a clearing member has both long and short interest on its books, it must tender to the Clearing Services Provider such notices as it receives from its customers who are short. Prior to the opening of the market of the following business day, the Clearing Services Provider shall pass such notice to the clearing member having the oldest long contract as of the close of trading on the day of receipt by the Clearing Services Provider of the notice of intent (position day).

Upon receipt of the names of the buyers obligated to accept delivery from him and a description of each commodity tendered by him which was assigned by the Clearing Services Provider to each such buyer, the seller shall prepare invoices addressed to its assigned buyers describing the amount which buyers must pay to the seller in settlement of the actual deliveries, based on the delivery prices established by the Clearing Services Provider for that purpose adjusted for applicable premiums, discounts, storage charges, quantity variations and other items for which provision is made in these rules and regulations and other items for which provision is made in these rules and regulations relating to contracts. Such invoices shall be delivered to the Clearing Services Provider by 4:00 p.m. on notice day or such other time designated Exchange. Upon receipt of such invoices, the Clearing Services Provider shall promptly made them available to buyers to whom they are addressed. A buyer receiving such an invoice from the Clearing Services Provider shall, not later than 1:00 p.m. of the following day, or such other time designated Exchange present the invoice at the office of the seller by whom it was issued together with a certified check for the amount due, and thereupon warehouse receipts shall be delivered by the seller to the buyer.

(12/01/03)

3703.01 Weighing - Weighing shall be done in accordance with the current custom of the trade. The official shipped weight so obtained shall be final provided, however, that railroad weights shall be acceptable and shall be final if the negotiable warehouse receipt holder and the seller so agree in writing. (11/01/94)

3703.02 Storage Charges - Storage charges on rough rice shall not exceed such charges as have been filed with the Exchange in accordance with 3704.01H. (which shall be designed to cover costs of storage, insurance and taxes).

No rough rice warehouse receipts shall be valid for delivery on futures contracts unless the storage charges shall have been paid up to and including the 18/th/ day of the preceding month and such payment endorsed on the rough rice warehouse receipt. Unpaid accumulated storage charges at the posted tariff applicable to the warehouse where the rough rice is stored shall be allowed and credited to the buyer by the seller to and including date of delivery.

If storage charges up to and including the 18/th/ calendar day preceding the delivery months of March, July and September and are not paid by the first calendar day of any such delivery month, a late charge will apply. The late charge will be an amount equal to the total unpaid accumulated storage charges multiplied by the "prime interest rate" in effect on the day that the accrued storage charges are paid, all multiplied by the number of calendar days that storage is overdue divided by 360 days. The term "prime interest rate" shall mean the lowest of the rates announced by each of the following four banks at Chicago, Illinois, as its "prime rate": Bank of America-Illinois, Bank One, Harris Trust & Savings Bank and the Northern Trust Company.

Storage on rough rice shall not exceed 34/100 of a cent per hundredweight per day.

Regular Rough Rice warehousemen shall maintain in the immediate vicinity of the Exchange either an office, or a duly authorized representative or agent which is a registered clearing member of the Exchange to whom Rough Rice storage charges must be paid. (11/01/03)

3704.01 Conditions of Regularity for Warehouses - The following shall constitute the minimum requirements and conditions for regularity of Rough Rice warehouses:

A. The warehouse shall at all times meet standards of construction, sanitation and dust control, insurability and physical maintenance applicable generally to commercial warehouses.

B. It shall be situated with respect to transportation facilities deemed adequate by the Exchange.

C. It shall be located in such states as the Exchange may designate from time to time as delivery locations for Rough Rice.

D. It shall be in good financial standing and credit, and shall meet the minimum financial requirements and financial reporting requirements set forth in Appendix 37D. It shall file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require. The Exchange may, at its option, waive bond requirements.

E. It shall maintain all licenses required by state or federal law.

F. It shall have standard equipment and appliances for the convenient and expeditious receiving, handling and shipping of Rough Rice in bulk, in railroad cars, and in trucks, and shall be properly safeguarded and patrolled.

G. It shall cooperate with the Exchange's system of registration of negotiable warehouse receipts and furnish to the Exchange all needed information to enable it to keep a correct record and account of all Rough Rice remaining in store and receipts issued as of the close of each week.

H. It shall file its tariffs listing in detail the maximum charges for the handling and storage of Rough Rice, and thereafter it shall file with the Exchange any proposed changes in such tariffs. The effective date of the change will be on the first day of the month that follows a two-month time period after the day a written notice of the change is received by the Exchange.

I. It shall not engage in unethical conduct, or fail to be operated in accordance with accepted commercial practices or fail to comply with governmental statutes, rules and regulations governing warehouses and the commodities stored therein.

J. It shall make such reports, keep such records, and permit such warehouse visitations and examinations of documents as the Exchange, the Commodity Futures Trading Commission pursuant to Commission Regulation 1.44(a) - (c) and the United States Department of Justice may prescribe or undertake; it shall comply with all applicable rules, regulations and orders promulgated by the Commodity Futures Trading Commission and with all requirements established by the Exchange because of such rules or orders.

K. The Exchange may determine not to approve warehouses for regularity or increases in regular capacity of existing regular warehouses, in its sole discretion, regardless of whether such warehouses meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion may include, among others, whether warehouse receipts issued by such warehouses, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of Rough Rice futures contracts or impair the efficacy of futures trading in Rough Rice, or whether the currently approved regular capacity provides for an adequate deliverable supply. (01/01/04)

thereafter, for the respective years beginning July 1, 1994 and every even year thereafter, and shall be on the same form.

As part of its application for regularity, the warehouseman expressly agrees to consent to the disciplinary jurisdiction of the Exchange for five (5) years after regularity lapses for conduct pertaining to regularity which occurred while the warehouse was regular.

3704.03 Duties of Warehousemen - It shall be the duty of operators of all regular warehouses:

A. RESERVED

B. To notify the Exchange of any change in the condition of their warehouse which might materially affect their physical or financial ability to continue to meet the requirements for regularity under these rules and regulations. Any warehouse must immediately notify the Exchange of any material reduction of its capital, including the incurring of a contingent liability which would materially affect capital should such liability become fixed. Such notice must be in writing and signed by an officer of the warehouse.

   For purposes of this requirement, a reduction amounting to twenty percent (20%) or more from the total capital reported as of the last date for which a financial statement was filed under this requirement shall be deemed material. In determining total capital, there shall be taken into consideration equities and deficits in all proprietary accounts properly included in the determination of net worth.

C. To insure adequately and fully commodities covered by warehouse receipts tendered for delivery against loss by fire, tornado and the contingencies provided for in the standard form of "extended coverage" endorsements or policies. Commodities shall be deemed so insured when the warehouse shall maintain such insurance for the benefit of all depositories of grain under tariffs, rules or regulations authorized and promulgated under the authority of the United States Warehouse Act. In any warehouse declared regular by the Exchange, the charge for insurance on commodities delivered on futures contracts shall be limited to a maximum of $1.00 per $100.00 evaluation annually. Any charges for insurance in excess of this amount shall be paid by the warehouseman.

D. To remove no commodity covered by negotiable warehouse receipts registered with the Exchange from the designated warehouse or, if appropriate, from the designated bond save at the request of the negotiable warehouse receipt holder upon surrender of the receipt.

E. To register with the Exchange all negotiable warehouse receipts relating to commodities for which the warehouse is declared regular and to cancel such registrations before releasing property.

F. To have a representative in Chicago, Illinois authorized and known to the Exchange to act in matters pertaining to negotiable warehouse receipts including shipping instructions.

G. To load vehicles furnished by holders of negotiable warehouse receipts of the Exchange within the time specified by these rules and regulations.

H. To furnish the Exchange with copies of policies or certificates of insurance under which deliverable commodities in the warehouse are insured.

I. To deliver commodities ordered out of the warehouse in buyer's vehicles within such times as specified by these rules and regulations showing no preference in out-loading, unless conditions such as acts of God, fire, flood, windstorm, explosion or other force majeure interfere therewith; provided, the warehouse shall make no charge for storage after three days following receipt of the load-out order notwithstanding delivery is prevented because of such act of God, etc.

   If no time period for out-loading is set forth in the rules or regulations of a given contract, load-out under such contract shall occur not later than three business days after vehicles are ready for loading, except as provided herein.

J. To inspect the transportation facilities furnished by the negotiable warehouse receipt holder. If, in the warehouseman's judgement, cleaning is necessary, he shall immediately notify the

receipt holder and thereafter abide by the holder's instructions.

K. To load each vehicle to its capacity providing sufficient negotiable warehouse receipts are tendered.

L. To bear the costs of all expenses contingent upon transfer of title of the warehoused commodity to another regulated warehouse satisfactory to the owners of such commodity in the event of expiration or revocation of regularity or in the event of abandonment or sale of the properties where regularity is not reissued. (11/01/94)

3704.04 Safeguarding Condition Of Stored Commodities -

A. Whenever in the opinion of the operator of the warehouse any commodity stored in a public warehouse under his jurisdiction should be loaded out in order to protect the best interests of the parties concerned, such operator shall notify the Exchange giving the location and grades of such commodity. The Exchange shall immediately notify an appropriate inspection service which shall at once proceed to the warehouse in which the commodity is stored and examine it in conjunction with the operator of such warehouse. If the inspection service agrees with the operator that the commodity should be moved, it shall so notify the Registrar. If the inspection service does not agree with the operator that the commodity should be moved, the operator of the warehouse shall have the right to appeal to the Business Conduct Committee of the Exchange. If on such appeal the Business Conduct Committee shall agree with the operator that the commodity should be moved, the committee shall so notify the Registrar, and the warehouse receipts covering the above specified lot or lots shall no longer be regular for delivery on futures contracts. Upon receiving such notice, either from the inspection service or from the Business Conduct Committee, the Registrar shall notify the holder, or holders, or their agents, together with the Chairman of the Business Conduct Committee, of the total quantity of the grade of commodity in question (selecting the oldest registered warehouse receipt first, then such additional registered warehouse receipts in the order of their issuance as may be necessary to equal such total quantity of the commodity).

When this information reaches the Chairman of the Business Conduct Committee, he shall appoint a Committee consisting of five disinterested handlers of the cash commodity. This Committee shall meet at once and after taking into consideration various factors that establish the value of the grade of the receipts held by such owner or owners, shall determine the fair value of the commodity, which price shall be that to be paid by the operator. If the price offered is not satisfactory, a Committee appointed by the Chairman of the Business Conduct Committee (at the request of such owner), shall procure other offers for such commodity, and such offers shall be immediately reported to the owner or his agent. If the owner refuses to accept any such offers, he shall have the two following business days to order and furnish facilities for loading the commodity out of store, and during this period the warehouse shall be obliged to deliver the commodity called for by the warehouse receipts, but not more than three (3) days may elapse after notification by the Registrar to the holder of the receipt before satisfactory disposition shall have been made of the commodity, either by sale to the operator or by the ordering out and furnishing facilities to load the same, provided the amount of such commodity does not exceed 20,000 hundredweight of rough rice in any one warehouse. If the amount of commodity in question exceeds such amount, the owner, or owners, of the warehouse receipts shall be allowed forty-eight hours of grace over and above the aforementioned three days for each additional 20,000 hundredweight.

B. In the event that the holder of the warehouse receipt, or his agent, fails to move the commodity or make other satisfactory disposition of same within the prescribed time, it shall be held for his account, and any loss in grade sustained shall likewise be for his account.

C. Nothing in the foregoing provisions shall be construed as prohibiting the warehouseman from fulfilling contracts from other stocks under his control. (11/01/94)

3704.05 Damage To Commodity In Store - Notice - The operator of a warehouse shall promptly advise the Exchange of any damage to a commodity held in store by it whenever such damage shall

occur to an extent that will render it unwilling to purchase and withdraw from store, at its cost, all such damaged commodity. (11/01/94)

3704.06 Revocation of Regularity - Any declaration of regularity may be withdrawn by the Exchange at any time if the warehouse does not comply with the conditions above set forth or fails to carry out prescribed duties; providing, however, the Exchange has theretofore given notice to the warehouseman of the deficiencies and a reasonable time, under the circumstances, to cure them.

If the designation is revoked, the Exchange shall post such revocation on the bulletin board together with the period of time, if any, during which the negotiable warehouse receipts issued by the warehouse will be deliverable in satisfaction of futures contracts.

Once such period of time, if any, has expired, and the negotiable warehouse receipts issued by the warehouse are no longer deliverable in satisfaction of futures contracts, the warehouse shall bear the cost of the transfer of the warehoused commodity to another regulated warehouse, in accordance with 3704.03, paragraph L. (11/01/94)

3704.07 Federal Warehouses - In compliance with the provisions of Section 5a(7) of the Commodity Exchange Act, providing that the commodity may be delivered from a warehouse subject to the United States Warehouse Act, 7 U.S.C. Sections 241-273, a receipt issued under that Act shall be accepted for delivery on any futures contract provided the commodity represented by the receipt meets contract specifications and the warehouse issuing the receipt meets the requirements imposed by this chapter on all other warehouses. (11/01/94)

3704.08 Finality of USDA Or Other Required Inspection Certificate - The Exchange assumes no responsibility and disclaims all liability on account of the grade, quantity or specifications of any commodity delivered on the basis of a USDA or other required inspection certificate. Such certificate shall constitute conclusive evidence of the grade, quantity or other specifications of the commodity described therein. (11/01/94)

3705.01 Delivery Through Clearing Services Provider - All deliveries on maturing contracts shall be made through the Clearing Services Provider. The Clearing Services Provider shall prescribe such forms and requirements for initiating and completing delivery as are consistent with this chapter and the various contract specification chapters. (12/01/03)

3705.02 Payment Upon Delivery - The receiver of a Notice of Intention from the Clearing Services Provider shall present the delivery invoice at the office of the deliverer not later than 1:00 p.m. on the next business day, i.e., delivery day, or by such other time designated by the Exchange, together with a certified or cashier's check drawn on a Chicago bank, and shall receive therefore, properly endorsed, warehouse receipts or shipping certificates in accordance with the Notice and any other contract documents required under these rules and regulations.

If said delivery day is a banking holiday, delivery and payment must be made before 9:30 a.m. the next banking business day, or by such other time designated by the Exchange, and the seller shall be responsible for storage charges up to and including that banking holiday. Adjustments for differences between contract prices and delivery prices established by the Clearing Services Provider shall be made with the Clearing Services Provider in accordance with its Regulations. (12/01/03)

3705.03 Necessity Of Possession Of Documents - The deliverer shall at such time as the Notice of Intent is delivered to the Clearing Services Provider have possession of all documents (except a warehouse receipt in the case of a redelivery) necessary to make good delivery. (12/01/03)

3705.04 Suspended Member Out Of Line For Delivery - When a clearing member who has open purchases is suspended from the Clearing Services Provider for default or insolvency, he shall be deemed out of line for delivery and tender shall be made to the buyer obligated upon the next oldest contract. Also, if tender be made to a buyer who is thereafter suspended for default or insolvency before delivery is accepted, the Notice shall be withdrawn and another immediately served upon the buyer obligated upon the next oldest contract. (12/01/03)

3705.05 Failure to Deliver - A clearing member who has not tendered a Notice on or before 8:00 p.m., or by such other time designated by the Exchange, on the last day in a delivery month on which such notice is permitted shall be in default. Failure to make delivery shall constitute improper conduct.

If a clearing member fails to fulfill its delivery obligation, the non-defaulting clearing member must notify the Clearing Services Provider of such failure as soon as possible. If, and only if, the non-defaulting clearing member notifies the Clearing Services Provider of the failure no later than sixty minutes after the time the delivery obligation was required to have been fulfilled, then the Clearing Services Provider shall pay to the non-defaulting clearing member reasonable damages proximately caused by the default.

The Clearing Services Provider shall not be obligated to either: (1) pay any damages greater than the difference between the delivery price of the specific commodity and the reasonable market price of such commodity at the time delivery was required; or (2) make or accept delivery of the actual commodity; or (3) pay any damages relating to the accuracy, genuineness, completeness, or acceptableness of warehouse receipts, shipping certificates, or any similar

documents; or (4) pay any damages relating to the failure or insolvency of banks, depositories, warehouses, shipping stations, or similar organizations or entities that may be involved with a delivery.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member. (12/01/03)

3705.06 Failure To Accept Delivery -

If a clearing member fails to accept delivery, the seller tendering such delivery shall promptly sell the commodity for the account of the buyer. If the proceeds are insufficient to pay the seller the full delivery price, the clearing member failing to accept delivery shall be liable for the difference.

If a clearing member is unable or refuses to make full payment to the seller, the Clearing Services Provider shall bear the seller's loss in the first instance.

All delivery obligations of a clearing member to another clearing member, which are not fulfilled by the clearing member, shall be deemed an obligation of the defaulting clearing member to the Clearing Services Provider. These obligations must be fulfilled to the Clearing Services Provider within sixty minutes of the time the obligations were required to be fulfilled to the non-defaulting clearing member.

Failure to accept delivery or make full payment shall also constitute improper conduct. (12/01/03)

3705.07 Transfer Of Cash For Futures After Termination Of Contract - Subject to the Exchange approval, a transfer of cash merchandise for futures may be permitted during the contract month after termination of the contract.

Such transfer of cash for futures shall be cleared through the Clearing Services Provider in accordance with normal procedures and shall be made at the prices as are mutually agreed upon by the two parties to the transaction. Such transfers shall be clearly designated by proper symbol as transfer transactions and shall be recorded by the Exchange and the clearing member to the transactions, and proper notice given to the membership. Each party to such transaction must satisfy the Exchange that the transaction is bona fide and must file with the Clearing Services Provider all memoranda necessary to establish the nature of the transaction, the kind and quantity of the cash commodity, the kind, quantity and price of the commodity future, the names of all clearing members to the transaction and such other information as the Clearing Services Provider or Exchange may require.

Such transfer of cash for futures shall bear the normal commission charges pursuant to deliveries. (12/01/03)

3705.08 Risk Of Loss And Charges -

A. Title and the risk of loss or damage pass to the buyer at the time of delivery of the warehouse receipts.

B. The deliverer shall be responsible for all warehouse charges until the time when title passes and thereafter the receiver shall be responsible.

C. The receiver shall be responsible for all inspection and weighing charges at load-out. (11/01/94)

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Chapter 38
CBOT Rough Rice Options

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Chapter 38
CBOT Rough Rice Options

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Ch38 Trading Conditions

3801.00 Authority - (See Rule 2801.00). (04/01/04)

3801.01 Application of Regulations -Transactions in put and call options on Rough Rice futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on Rough Rice futures contracts (See Rule 490.00). (04/01/04)

3802.01 Nature of Rough Rice Futures Put Options - The buyer of one (1) Rough Rice futures put option may exercise his option at any time prior to expiration, (subject to Regulation 3807.01), to assume a short position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Rough Rice futures put option incurs the obligation of assuming a long position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (04/01/04)

3802.02 Nature of Rough Rice Futures Call Options - The buyer of one (1) Rough Rice futures call option may exercise his option at any time prior to expiration, (subject to Regulation 3807.01), to assume a long position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) Rough Rice futures call option incurs the obligation of assuming a short position in one (1) Rough Rice futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (04/01/04)

3803.01 Trading Unit - One (1) 2,000 hundredweight Rough Rice futures contract of a specified contract month on the Chicago Board of Trade. (04/01/04)

3804.01 Striking Prices - Trading shall be conducted for put and call options with striking prices (the "strikes") in integral multiples of twenty (20) cents per hundredweight per Rough Rice futures contract (i.e., 7.80, 8.00, 8.20, etc.) and in integral multiples of forty (40) cents per hundredweight per Rough Rice futures contract (i.e., 8.00, 8.40, 8.80, etc.) as follows:

1. a. In integral multiples of twenty cents, at the commencement of trading for an option contract, the following strikes shall be listed: one with a strike closest to the previous day's settlement price of the underlying Rough Rice futures contract, the next five consecutive higher and the next five consecutive lower strikes (the "initial band"). If the previous day's settlement price is midway between two strikes, the closest price shall be the larger of the two.

   b. In integral multiples of forty cents, at the commencement of trading for an option contract, the following strikes shall be listed: the next four consecutive strikes above the initial band.

   c. In integral multiples of twenty cents, over time, strikes shall be added as necessary to ensure that all strikes within $1.10 of the previous day's trading range of the underlying futures contract are listed (the "minimum band").

   d. In integral multiples of forty cents, over time, strikes shall be added as necessary to ensure that the next four consecutive strikes above the minimum band are listed.

   e. No new strikes may be added by these procedures in the month in which an option expires.

2. All strikes will be listed prior to the opening of trading on the following business day. The Exchange may modify the procedures for the introduction of strikes as it deems appropriate in order to respond to market conditions. (04/01/04)

3805.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (04/01/04)

3806.01 Option Premium Basis - The premium for Rough Rice futures options shall be in multiples of $0.0025 per hundredweight of a 2,000 hundredweight Rough Rice futures contract which shall equal $5.00 per contract.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (04/01/04)

3807.01 Exercise of Option - The buyer of a Rough Rice futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (04/01/04)

3807.02 Automatic Exercise - Notwithstanding the provisions of Regulation 3807.01, after the close on the last day of trading, all in-the-money options shall be automatically exercised, unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (04/01/04)

3807.03 Corrections to Option Exercises - Corrections to option exercises may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (04/01/04)

3808.01 Expiration of Option - Unexercised Rough Rice futures options shall expire at 7:00 p.m. on the last day of trading. (04/01/04)

3809.01 Months Traded - Trading may be conducted in the nearby Rough Rice futures options contract month plus any succeeding months, provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which Rough Rice futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the February option contract is the March futures contract. (04/01/04)

3810.01 Trading Hours - The hours of trading of options on Rough Rice futures contracts shall be determined by the Board. On the last day of trading in an expiring option, the closing time for such options shall be the same as the close of trading of the Regular Daytime open outcry trading session for the corresponding Rough Rice futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring Rough Rice futures options shall be closed with a public call made striking price by striking price, conducted by such persons as the Regulatory Compliance Committee shall direct. On all other days, Rough Rice futures options shall be opened and closed for all months and striking prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (04/01/04)

3811.01 Position Limits and Reportable Positions - (See Regulation 425.01) (04/01/04)

3812.01 Margin Requirements - (See Regulation 431.05) (04/01/04)

3813.01 Last Day of Trading - No trades in Rough Rice futures options expiring in the current month shall be made after the close of trading of the Regular Daytime open outcry trading session for the corresponding Rough Rice futures contract on the last Friday which precedes, by at least two business days, the last business day of the month preceding the option month. If such Friday is not a business day, the last day of trading shall be the business day prior to such Friday. (04/01/04)

3814.01 Option Premium Fluctuation Limits - Trading is prohibited during any day except for the last day of trading in a Rough Rice futures option at a premium of more than the trading limit for the Rough Rice futures contract above and below the previous day's settlement premium for that option as determined by the Clearing Services Provider. On the first day of trading, limits shall be set from the lowest premium of the opening range. (04/01/04)

Chapter 39
Bund Futures

Chapter 39
Bund Futures

Ch39 Trading Conditions

3901.01 Authority - Trading in Bund futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

3902.01 Application of Regulations - Transactions in Bund futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Bund futures. Bund futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

3904.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 8 years 6 months and 10 years 6 months. (04/01/04)

3905.01 Months Traded In - Trading in Bund futures may be scheduled in such months as determined by the Exchange. (04/01/04)

3906.01 Price Basis - The price of Bund futures contracts shall be quoted in points and hundredths of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

3907.01 Hours of Trading - The hours of trading in Bund futures shall be determined by the Exchange. Trading in an expiring Bund futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

3909.01 Last Day of Trading - The last trading day in a Bund futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Bund futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

3909.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 3909.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 3942.01. (04/01/04)

3910.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

3912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

3936.01 Standards - The contract grade shall be any Bundesanleihe (Bund) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 8 years 6 months and 10 years 6 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 3942.01. The price, P, at which any Bund that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds that meet contract grade. (04/01/04)

3942.01 Delivery on Futures Contracts - Delivery against Bund futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds that meet contract grade (as prescribed in Regulation 3936.01). For exceptions to this schedule, see Regulation 3936.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\....P\\i\\....P\\n\\}

where n is the number of Bunds that meet contract grade, and the P\\i\\, i = 1 through n inclusive, are the prices at which Bunds that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 3936.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

3947.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 40
Bobl Futures

Chapter 40
Bobl Futures

Ch40 Trading Conditions

4001.01 Authority - Trading in Bobl futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

4002.01 Application of Regulations - Transactions in Bobl futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Bobl futures. Bobl futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

4004.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds) and Bundesobligationen (Bobls) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 4 years 6 months and 5 years 6 months. (04/01/04)

4005.01 Months Traded In - Trading in Bobl futures may be scheduled in such months as determined by the Exchange. (04/01/04)

4006.01 Price Basis - The price of Bobl futures contracts shall be quoted in points and hundredths of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

4007.01 Hours of Trading - The hours of trading in Bobl futures shall be determined by the Exchange. Trading in an expiring Bobl futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

4009.01 Last Day of Trading - The last trading day in a Bobl futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Bobl futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

4009.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4009.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4042.01. (04/01/04)

4010.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

4012.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

4036.01 Standards - The contract grade shall be any Bundesanleihe (Bund) or Bundesobligation (Bobl) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 4 years 6 months and 5 years 6 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 4042.01. The price, P, at which any Bund or Bobl that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund or Bobl, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund or Bobl will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund or Bobl that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds and Bobls that meet contract grade. (04/01/04)

4042.01 Delivery on Futures Contracts - Delivery against Bobl futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds and Bobls that meet contract grade (as prescribed in Regulation 4036.01). For exceptions to this schedule, see Regulation 4036.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\....P\\i\\....P\\n\\}

where n is the number of Bunds and Bobls that meet contract grade, and the P\\i\\, i = 1 through n inclusive, are the prices at which Bunds and Bobls that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 4036.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

4047.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 41
Schatz Futures

Chapter 41
Schatz Futures

Ch41 Trading Conditions

4101.01 Authority - Trading in Schatz futures may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/04)

4102.01 Application of Regulations - Transactions in Schatz futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in Schatz futures. Schatz futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/04)

4104.01 Unit of Trading - The unit of trading shall be Bundesanleihen (Bunds), Bundesobligationen (Bobls), and Bundesschatzanweisungen (Schatz) issued by the Federal Republic of Germany, having face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof, and having remaining term to maturity between 1 year 9 months and 2 years 3 months. (04/01/04)

4105.01 Months Traded In - Trading in Schatz futures may be scheduled in such months as determined by the Exchange. (04/01/04)

4106.01 Price Basis - The price of Schatz futures contracts shall be quoted in points and halves of one hundredth of one point. One point shall equal EUR 1,000, and par shall be on the basis of 100 points. The minimum price fluctuation shall be one hundredth (0.01) of one point, or EUR 10 per contract, except for intermonth spreads, for which the minimum price fluctuation shall be one half of one hundredth (0.005) of one point, or EUR 5 per contract. Contracts shall not be made on any other price basis. (04/01/04)

4107.01 Hours of Trading - The hours of trading in Schatz futures shall be determined by the Exchange. Trading in an expiring Schatz futures contract shall cease at 12:30 p.m. Central Europe time on the last trading day of said futures contract. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct. (04/01/04)

4109.01 Last Day of Trading - The last trading day in a Schatz futures contract shall be the second Frankfurt business day that precedes the tenth calendar day of the contract's delivery month. If the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the last trading day of said Schatz futures contract shall be the second Frankfurt business day that precedes the Frankfurt business day immediately following the tenth calendar day. (04/01/04)

4109.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4109.01), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4142.01. (04/01/04)

4110.01 Margin Requirements - (See Regulation 431.03). (04/01/04)

4112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (04/01/04)

4136.01 Standards - The contract grade shall be any Bundesanleihe (Bund), Bundesobligation (Bobl), or Bundesschatzanweisung (Schatz) issued by the Federal Republic of Germany that has:

(a) face value at maturity of one hundred thousand euros (EUR 100,000) or multiples thereof;

(b) original issue size of at least two billion euros (EUR 2,000,000,000);

(c) remaining term to maturity between 1 year 9 months and 2 years 3 months as of the tenth calendar day of the contract's delivery month (or, if the tenth calendar day of the contract's delivery month is not a Frankfurt business day, then the Frankfurt business day immediately following the tenth calendar day).

Determination of contract final settlement price shall be as prescribed in Regulation 4142.01. The price, P, at which any Bund, Bobl, or Schatz that meets contract grade shall enter into determination of the contract final settlement price shall be:

P = M / CF , where:

M is the market price of said Bund, Bobl, or Schatz, as of 12:30 p.m. Central Europe time on the last trading day of said futures contract, as determined and furnished to the Exchange by the Exchange's approved price data provider. Said market price shall be represented in points and hundredths of points, and par shall be on the basis of 100 points.

CF is a conversion factor, computed and published by the Exchange, that reflects the price (per face value at maturity of one euro (EUR 1)) at which said Bund, Bobl, or Schatz will yield 6% per annum.

If the Exchange's approved price data provider fails to report said market price on the last day of trading for any Bund, Bobl, or Schatz that meets contract grade, then the contract final settlement price shall be based upon market prices, as of 12:30 p.m. Central Europe time on the next Frankfurt business day for which prices are reported by the Exchange's approved price data provider, for all Bunds, Bobls, and Schatz that meet contract grade. (04/01/04)

4142.01 Delivery on Futures Contracts - Delivery against Schatz futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, contract final settlement value (defined below) shall be calculated on the last day of trading, after the Exchange's approved price data provider has furnished to the Exchange market prices for the last day of trading for all Bunds, Bobls, and Schatz that meet contract grade (as prescribed in Regulation 4136.01). For exceptions to this schedule, see Regulation 4136.01.

The contract final settlement value shall be determined as:

EUR 1,000 x Minimum{P\\1\\...P\\i\\...P\\n\\}

where n is the number of Bunds, Bobls, and Schatz that meet contract grade, and the P\\i\\ , i = 1 through n inclusive, are the prices at which Bunds, Bobls, and Schatz that meet contract grade shall enter into determination of the contract final settlement price (as prescribed in Regulation 4136.01).

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one thousandth (0.001) of a price point, i.e., the nearest EUR 1. In the event that the final settlement value is at the exact midpoint between any two adjacent thousandths of a price point, the final settlement price will be obtained by rounding up to the nearest thousandth of a price point. (04/01/04)

4147.01 Payment - (See Regulation 1049.04) (04/01/04)

Chapter 42
WI 2-Year U.S. Treasury Note Futures

Chapter 42
WI 2-Year U.S. Treasury Note Futures

Ch42 Trading Conditions

4201.01 Authority - Trading in When Issued (WI) 2-Year U.S. Treasury Note futures may be conducted under such terms and conditions as may be prescribed by regulation. (05/01/04)

4202.01 Application of Regulations - Transactions in WI 2-Year U.S. Treasury Note futures shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in WI 2-Year U.S. Treasury Note futures. WI 2-Year U.S. Treasury Note futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (05/01/04)

4204.01 Unit of Trading - The unit of trading for a WI 2-Year U.S. Treasury Note futures contract shall be approximately $500,000 notional par value of a 2-year U.S. Treasury note regularly scheduled for auction during the contract's delivery month.

The phrases "regularly scheduled" and "regularly schedule," as used here and elsewhere in this chapter in reference to auctions of 2-year U.S. Treasury notes, will describe any note that is scheduled (i) to be auctioned within a given calendar month and (ii) to be issued with a dated date that coincides with the last day of said calendar month. A tentative schedule of forthcoming auctions is published quarterly, generally in the first week of February, May, August, and November, by the Office of Domestic Finance of the U.S. Treasury Department. (05/01/04)

4205.01 Months Traded In - Trading in WI 2-Year U.S. Treasury Note futures may be scheduled in such months as determined by the Exchange. (05/01/04)

4206.01 Price Basis - The price of WI 2-Year U.S. Treasury Note futures contracts shall be quoted on an index basis of 100 minus the yield of the 2-year Treasury note auction regularly scheduled during the contract's delivery month (e.g., a yield of 6.50% is quoted at 93.50). One basis point (0.01) shall be equal to $92.92. The minimum price fluctuation shall be one quarter of one basis point (0.0025), which is equal to $23.23. Contracts shall not be made on any other price basis. (05/01/04)

4207.01 Hours of Trading - The hours of trading in WI 2-Year U.S. Treasury Note futures shall be determined by the Exchange. The market shall be opened and closed for all months simultaneously or in such other manner as the Exchange shall direct.

Trading in an expiring WI 2-Year U.S. Treasury Note futures contract shall cease at 5:00 p.m. New York time on the contract's last day of trading. (05/01/04)

4209.01 Last Day of Trading - The last trading day in an expiring WI 2-Year U.S. Treasury Note futures contract shall be the day of the auction of 2-year U.S. Treasury notes regularly scheduled during the contract's delivery month.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contact, then the last day of trading in the WI 2-Year U.S. Treasury Note futures contract with the corresponding delivery month shall automatically become the business day preceding the last calendar day of the delivery month. (05/01/04)

4209.02 Liquidation During the Delivery Month - After trading has ceased in contracts for

future delivery in the current delivery month (in accordance with Regulation 4209.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4242.01. (05/01/04)

4210.01 Margin Requirements - (See Regulation 431.03). (05/01/04)

4212.01 Position Limits and Reportable Positions - (See Regulation 425.01). (05/01/04)

4236.01 Standards - The contract grade shall be 100 minus the final settlement yield of the unit of trading (as defined in Regulation 4204.01 of this chapter) on the last day of trading (as defined in Regulation 4209.01 of this chapter).

The final settlement yield shall be the outcome of the 2-year U.S. Treasury note auction regularly scheduled during the contract's delivery month, as published by the U.S. Treasury Department, rounded to the nearest one quarter (1/4) of one basis point.

In the event that the final settlement yield is at the exact midpoint between any two adjacent quarters of one basis point, the final settlement yield will be obtained by rounding up to the nearest one quarter of one basis point.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contract, then the final settlement yield for the contract with the corresponding delivery month shall be the 2-year Treasury constant maturity yield for the contract's last day of trading (as specified under this contingency in Regulation 4209.01), as published by the Board of Governors of the Federal Reserve System in its Daily Update to the H.15 Statistical Release ("Selected Interest Rates"). Said Daily Update to the H.15 Statistical Release generally will be published on the first business day following the last day of trading. (05/01/04)

4242.01 Delivery on Futures Contracts - Delivery against WI 2-Year U.S. Treasury Note futures shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Final settlement yield shall be calculated on the last day of trading, after the U.S. Treasury Department has announced the auction result.

If the U.S. Treasury Department cancels a regularly scheduled 2-year note auction, or postpones by at least one business day a regularly scheduled 2-year note auction, or declines to regularly schedule the auction of a 2-year note in a delivery month for which the Exchange already has listed a WI 2-Year U.S. Treasury Note futures contract, then the final settlement yield shall be calculated after the Board of Governors of the Federal Reserve System has published the pertinent Daily Update to the H.15 Statistical Release (as specified under this contingency in Regulation 4236.01). (05/01/04)

Chapter 43
CBOT(R) Dow Jones Industrial Average(SM) Index Futures

Chapter 43
CBOT(R) Dow Jones Industrial Average(SM) Index/1/ Futures

Ch 43 Trading Conditions

4301.00 Authority - (See 1701.00) (11/01/97)

4302.01 Application of Regulations - Futures transactions in CBOT Dow Jones Industrial Average(SM) ("DJIA") Index contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT Dow Jones Industrial Average(SM) Index contracts. (09/01/00)

4303.01 Emergencies, Acts of God, Acts of Government - If delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (11/01/97)

4304.01 Unit of Trading - The unit of trading shall be $10.00 times the Dow Jones Industrial Average(SM). The Dow Jones Industrial Average(SM) is a price-weighted composite index of 30 stocks. (11/01/97)

4305.01 Months Traded In - The months listed for trading are March, June, September and December, at the discretion of the Exchange. (11/01/97)

4306.01 Price Basis - The price of the CBOT Dow Jones Industrial Average(SM) Index futures shall be quoted in points. One point equals $10.00. The minimum price fluctuation shall be one point per contract. Contracts shall not be made on any other price basis. (11/01/97)

4307.01 Hours of Trading - The hours of trading for future delivery in CBOT Dow Jones Industrial Average(SM) Index futures shall be determined by the Board.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Regulatory Compliance Committee shall direct. (11/01/97)

4308.01 Price Limits and Trading Halts - (See Regulation 1008.01) (11/01/97)

4309.01 Last Day of Trading - The last day of trading in CBOT Dow Jones Industrial Average

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1 "Dow Jones(SM)", "The Dow(SM)", Dow Jones Industrial Average(SM)" and "DJIA(SM)" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by the Board of Trade of the City of Chicago ("CBOT".). The CBOT's futures and futures option contracts based on the Dow Jones Industrial Average(SM) are not sponsored, endorsed, sold or promoted by Dow Jones, and Dow Jones, and Dow Jones makes no representation regarding the advisability of trading in such product(s).

Index futures contracts deliverable in the current delivery month shall be the trading day immediately preceding the final settlement day (as described in Regulation 4342.03). (11/01/97)

4309.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 4309.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 4342.01. (11/01/97)

4310.01 Margin Requirements - (See Regulation 431.03) (11/01/97)

4312.01 Position Limits and Reportable Positions - (See Regulation 425.01) (11/01/97)

Ch 43 Delivery Procedures

4336.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 4342.02) of the Dow Jones Industrial Average(SM) Index on final settlement day (as described in Regulation 4342.03). (11/01/97)

4342.01 Delivery on Futures Contracts - Delivery against the CBOT Dow Jones Industrial Average(SM) Index Futures contract must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 4342.03) and shall be accomplished by cash settlement as hereinafter provided.

Clearing members holding open positions in a CBOT Dow Jones Industrial Average(SM) Index futures contract at the time of termination of trading shall make payment to and receive payment through the Clearing Services Provider in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 4342.02). (12/01/03)

4342.02 Final Settlement Price - The final settlement price shall be determined on the final settlement day. The final settlement price shall be $10 times a Special Open Quotation (SOQ) of the Dow Jones Industrial Average(SM) Index based on the opening prices of the component stocks in the index, or on the last sale price of a stock that does not open for trading on the regularly scheduled day of final settlement (as described in Regulation 4342.03).

If the New York Stock Exchange ("NYSE") does not open on the day scheduled for the determination of the final settlement price, then the NYSE-stock component of the final settlement price shall be based on the next opening prices for NYSE stocks. (11/01/97)

4342.03 The Final Settlement Day - The final settlement day shall be defined as the third Friday of the contract month, or if the Dow Jones Industrial Average(SM) is not published for that day, the first preceding business day for which the Dow Jones Industrial Average(SM) is scheduled to be published. (11/01/97)

4347.01 Payment - (See Regulation 1049.04.) (11/01/97)

4348.01 Disclaimer -

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Chapter 44
CBOT(R) Dow Jones Industrial Average(SM) Index Futures Options

Chapter 44
CBOT(R) Dow Jones Industrial Average(SM) Index/1/
Futures Options

Ch 44 Trading Conditions

4401.00 Authority - (See Rule 2801.00) (11/01/97)

4401.01 Application of Regulations - Transactions in put and call options on CBOT Dow Jones Industrial Average(SM) ("DJIA") Index futures contracts shall be subject to the general rules of the Association as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT Dow Jones Industrial Average(SM) Index futures contracts. (See Rule 490.00) (09/01/00)

4402.01 Nature of CBOT Dow Jones Industrial Average(SM) Index Futures Put Options- The buyer of one (1) CBOT Dow Jones Industrial Average(SM) Index futures put option may exercise his option at any time prior to expiration (subject to Regulation 4407.01), to assume a short position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT Dow Jones Industrial Average(SM) Index futures put option incurs the obligation of assuming a long position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (11/01/97)

4402.02 Nature of Dow Jones Industrial Average(SM) Index Futures Call Options -The buyer of one (1) CBOT Dow Jones Industrial Average(SM) Index futures call option may exercise his option at any time prior to expiration (subject to Regulation 4407.01), to assume a long position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT Dow Jones Industrial Average(SM) Index futures call option incurs the obligation of assuming a short position in one (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (11/01/97)

4403.01 Trading Unit - One (1) CBOT Dow Jones Industrial Average(SM) Index futures contract of a specified contract month on the Chicago Board of Trade. (11/01/97)

4404.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one hundred (100) index points per CBOT Dow Jones Industrial Average Index futures contract and in integral multiples of two hundred (200) index points per CBOT Dow Jones Industrial Average(SM) Index futures contract as follows:

A. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in one hundred point intervals shall be listed: one with a striking price closest to the previous day's settlement price on the underlying CBOT Dow Jones Industrial Average Index futures contract and the next twenty consecutive higher and the next twenty consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time new striking prices will be added

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/1/ "Dow Jones(SM)", "The Dow(SM)", "Dow Jones Industrial Average(SM)", and "DJIA(SM)" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by the Board of Trade of the City of Chicago ("CBOT."). The CBOT's futures and futures options contracts based on the Dow Jones Industrial Average(SM) are not sponsored, endorsed, sold or promoted by Dow Jones, and Dow Jones makes no representation regarding the advisability of trading in such product(s).

to ensure that at least twenty one hundred point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in two hundred point intervals shall be listed: the next ten consecutive higher and the next ten consecutive lower strike prices above and below the strike price band as stipulated in Regulation 4404.01(A). Over time new striking prices will be added to ensure that at least ten striking prices in two hundred point intervals always exist above and below the strike price band as stipulated in Regulation 4404.01(A).

C. At the end of each quarterly cycle, the Exchange shall reset every listed month's strike prices to conform with Regulation 4404.01(A) and Regulation 4404.01(B). The newly calculated strike price band will be based on the final settlement price on the last business day of the quarterly cycle of the underlying futures contract. The Exchange will delist all previously listed strike prices that are not one of the newly calculated strike prices, provided that the strike to be delisted has neither call nor put open interest.

D. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (11/01/03)

4405.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

4406.01 Option Premium Basis - The premium for CBOT Dow Jones Industrial Average(SM) Index futures options shall be in multiples of one-half (1/2) of one index point of a CBOT Dow Jones Industrial Average(SM) Index futures contract which shall equal $5.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $5.00 in $1.00 increments per option contract. (11/01/97)

4407.01 Exercise of Option - The buyer of a CBOT Dow Jones Industrial Average(SM) Index futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (12/01/03)

4407.02 Automatic Exercise - Notwithstanding the provisions of Regulation 4407.01, for options with quarterly expirations, all in-the-money2 options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, or such other time designated by the Exchange, unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notwithstanding the provisions of Regulation 4407.01, for options with non-quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the last day of trading, or such other time designated by the Exchange, unless notice to cancel automatic exercise is given to the Clearing Services Provider.

For options with quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the business day following the last day of trading. For options with non-quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (12/01/03)

4408.01 Expiration of Option - Unexercised CBOT Dow Jones Industrial Average(SM) Index futures options with quarterly expirations shall expire at 7:00 p.m. on the business day following the last day of trading.

Unexercised CBOT Dow Jones Industrial Average(SM) Index futures options with non-quarterly expirations shall expire at 7:00 p.m. on the last day of trading. (11/01/97)

4409.01 Months Traded In - The months listed for trading are January through December at the discretion of the Exchange; provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which CBOT Dow Jones Industrial Average(SM) Index futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the October or November option contract is the December futures contract. (01/01/98)

4410.01 Trading Hours - The hours of trading of options on CBOT Dow Jones Industrial

/2/ An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call than the exercise price for the option.

Average(SM) Index futures contracts shall be determined by the Board. On the last day of trading in an expiring option the closing time for such option shall be the same as the underlying futures contract, subject to the provisions of the second paragraph of Rule 1007.00. On the last day of trading in an expiring option, the expiring CBOT Dow Jones Industrial Average(SM) Index futures options shall be closed with a public call, made strike price by strike price, conducted by such persons as the Regulatory Compliance Committee shall direct. CBOT Dow Jones Industrial Average(SM) Index futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Regulatory Compliance Committee shall direct. (11/01/97)

4411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (10/01/00)

4412.01 Margin Requirements - (See Regulation 431.05) (11/07/97)

4413.01 Last Day of Trading - For options expiring on the quarterly cycle, trading shall terminate at the same date and time as the underlying futures contract. For options that expire in months other than those in the quarterly cycle, options trading shall terminate on the third Friday of the option contract month, at the end of the regular trading session. If that day is not an Exchange business day, options trading shall terminate on the first preceding business day. (11/01/97)

4414.01 Option Premium Fluctuation Limits - Option premium limits for the CBOT Dow Jones Industrial Average(SM) Index futures options shall correspond to the daily trading limit in effect at that time for the underlying futures contract as specified in Regulation 1008.01F. There shall be no trading in any option contract during a period in which trading in the underlying future is halted as specified in Regulation 1008.01F. On the first day of trading, limits shall be set from the lowest premium of the opening range. (11/01/97)

4414.02 Trading Halts on e-cbot - There shall be no trading in any option contract during e-cbot trading hours when the CBOT Dow Jones Industrial Average(SM) Index primary futures contract is limit bid or limit offered at the e-cbot price limit. (09/01/00)

4415.01 Disclaimer -

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Chapter 49
10-Year Interest Rate Swap Futures

Chapter 49
10-Year Interest Rate Swap Futures

Ch49 Trading Conditions

4901.01 Authority - Trading in 10-Year Interest Rate Swap futures may be conducted under such terms and conditions as may be prescribed by regulation. (11/01/01)

4902.01 Application of Regulations - Transactions in 10-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 10-Year Interest Rate Swap futures contracts. 10-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (11/01/01)

4904.01 Unit of Trading - The unit of trading shall be the notional price of the fixed-rate side of a 10-year interest rate swap that has notional principal equal to $100,000, and that exchanges semiannual interest payments at a fixed rate of 6% per annum, measured according to a 30/360 daycount convention, for floating interest rate payments, based on the 3-month London interbank offered rate (hereafter, LIBOR) and measured according to an actual/360 daycount convention, and that otherwise conforms to the terms prescribed by the International Swap and Derivatives Association, Inc. (hereafter, ISDA) for the purpose of computing the daily fixing of ISDA Benchmark Rates for U.S. dollar interest rate swaps. (06/01/02)

4905.01 Months Traded In - Trading in 10-Year Interest Rate Swap futures may be scheduled in such months as determined by the Exchange. (11/01/01)

4906.01 Price Basis - The price of 10-Year Interest Rate Swap futures contracts shall be quoted in points. One point equals $1,000.00. The minimum price fluctuation shall be one thirty-second (1/32) of one point or thirty-one dollars and twenty-five cents ($31.25) per contract except for intermonth spreads, where minimum price fluctuations shall be in multiples of one-fourth of one thirty-second point per 100 points ($7.8125 per contract. Contracts shall not be made on any other price basis. (04/01/02)

4907.01 Hours of Trading - The hours of trading in 10-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring 10-Year Interest Rate Swap futures contract shall cease at 11:00 a.m. New York time on the last trading day of said futures contract, subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. That is, on the last day of trading in an expiring future, a bell shall be rung at 11:00 a.m. New York time designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute, and quotations made during this time shall constitute the close. Following the above-described closing procedure, the Modified Closing Call will be conducted in accordance with Regulation 1007.02. The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (06/01/02)

4909.01 Last Day of Trading - The last trading day of a 10-Year Interest Rate Swap futures contracts shall be the second London business day before the third Wednesday of the contract's delivery month. (11/01/01)

4909.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 4909.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 4942.01. (11/01/01)

4910.01 Margin Requirements - (See Regulation 431.03). (11/01/01)

4912.01 Position Limits and Reportable Positions - (See Regulation 425.01). (11/01/01)

Ch49 Delivery Procedures

4936.01 Standards - The contract grade shall be the final settlement price of the unit of trading (as defined in Regulation 4904.01 of this chapter) on the last day of trading (as defined in Regulation 4909.01 of this chapter).

The final settlement price shall be based upon the ISDA Benchmark Rate** for a 10-year U.S. dollar interest rate swap for the last day of trading, as published on the last day of trading on Reuters page ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. Dollar interest rate swaps). Determination of the final settlement price on the basis of said ISDA Benchmark Rate shall be as prescribed in Regulation 4942.01 of this chapter.

Hereafter in this chapter, the ISDA Benchmark Rate for a 10-year U.S. dollar interest rate swap shall be referenced as "the ISDA Benchmark," and ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. dollar interest rate swaps) shall be referenced as "Reuters".

If Reuters fails to report the ISDA Benchmark for the last day of trading on the last day of trading, then the final settlement price shall be based upon the ISDA Benchmark for the next available business day to be reported by Reuters. (06/01/02)

4942.01 Delivery on Futures Contracts - Delivery against 10-Year Interest Rate Swap futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, final settlement value (defined below) shall be calculated on the last day of trading after Reuters has published the ISDA Benchmark for the last day of trading. Generally, such publications will occur at 11:30 a.m. New York time on the last day of trading. For exceptions to this, see 4936.01.

The final settlement value shall be determined as follows:

$$\text{Final Settlement Value} = \$100{,}000 * [6/r + (1\text{-}6/r)*(1 + 0.01*r/2)/\text{-}20/]$$

where r represents the ISDA Benchmark for the last day of trading, expressed in percent terms. For example, if the ISDA Benchmark for the last day of trading is five and one quarter percent, then r is equal to 5.25.

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one quarter of one thirty-second of a price point.

Example: Suppose the ISDA Benchmark on the last day of trading is 5.50. The final settlement value will be $103,806.81. To render this in terms of price points and quarters of thirty-seconds of price points, note that it is between 103-25.75/32nds and 103-26/32nds (where each price point equals $1,000) --

103-26/32nds	=	$ 103,812.50
Final settlement value	=	$ 103,806.81
103-25.75/32nds	=	$103,804.6875

The final settlement value is nearer to 103-25.75/32nds. Thus, the final settlement price is obtained by rounding down to 103-25.75/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent quarters of one thirty-second of a price point, the final settlement price will be obtained by rounding up to the nearest one quarter of a thirty-second of a price point. (12/01/03)

4947.01 Payment - (See Regulation 1049.04) (11/01/01)

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**ISDA Benchmark mid-market par swap rates collected at 11:00 a.m. by Reuters Limited and Garban Intercapital plc and published on Reuters page ISDAFIX1. Source: Reuters Limited.

Chapter 50
10-Year Interest Rate Swap Futures Options

Chapter 50
10-Year Interest Rate Swap Futures Options

Ch50 Trading Conditions

5000.01 Authority - Trading in put and call options on 10-Year Interest Rate Swap futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/02)

5001.01 Application of Regulations - Transactions in put and call options on 10-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on 10-Year Interest Rate Swap futures contracts. (See Rule 490.00.) Options on 10-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (12/01/02)

5002.01 Nature of 10-Year Interest Rate Swap Futures Put Options - The buyer of one (1) 10-Year Interest Rate Swap futures put option may exercise his option at any time prior to expiration (subject to Regulation 5007.01), to assume a short position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 10-Year Interest Rate Swap futures put option incurs the obligation of assuming a long position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a put option buyer. (12/01/02)

5002.02 Nature of 10-Year Interest Rate Swap Futures Call Options - The buyer of one (1) 10-Year Interest Rate Swap futures call option may exercise his option at any time prior to expiration (subject to Regulation 5007.01), to assume a long position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 10-Year Interest Rate Swap futures call option incurs the obligation of assuming a short position in one (1) 10-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a call option buyer. (12/01/02)

5003.01 Trading Unit - One (1) 10-Year Interest Rate Swap futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (12/01/02)

5004.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one (1) point per 10-Year Interest Rate Swap futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying 10-Year Interest Rate Swap futures contract, the next twenty-five (25) consecutive higher and the next twenty-five (25) consecutive lower strike prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least twenty-five (25) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (04/01/04)

5005.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

5006.01 Option Premium Basis - The premium for 10-Year Interest Rate Swap futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000.00) of a 10-Year Interest Rate Swap futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract. (07/01/03)

5007.01 Exercise of Option - The buyer of a 10-Year Interest Rate Swap futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day. In-the-money options that have not been liquidated or exercised on the last day of trading in such option shall be automatically exercised in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on the last day of trading by the clearing member representing the option buyer.

Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option.

5008.01 Expiration of Option - Unexercised 10-Year Interest Rate Swap futures options shall expire at 7:00 p.m. on the day of termination of trading. (See Regulation 5013.01.) (12/01/03)

5009.01 Months Traded In - Trading in 10-Year Interest Rate Swap futures options may be scheduled in such months as determined by the Exchange. (12/01/02)

5010.01 Trading Hours - The hours of trading of options on 10-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring option contract shall cease at 11:00 a.m. New York time on the last trading day of said option contract subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. 10-Year Interest Rate Swap futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Exchange shall direct. (12/01/02)

5011.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/02)

5012.01 Margin Requirements - (See Regulation 431.05) (12/01/02)

5013.01 Last Day of Trading - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 11:00 a.m. New York time on the second London business day before the third Wednesday of the underlying futures contract's delivery month. (12/01/02)

Chapter 51

5-Year Interest Rate Swap Futures

Chapter 51
5-Year Interest Rate Swap Futures

Ch51 Trading Conditions

5101.01 Authority - Trading in 5-Year Interest Rate Swap futures may be conducted under such terms and conditions as may be prescribed by regulation. (07/01/02)

5102.01 Application of Regulations - Transactions in 5-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in 5-Year Interest Rate Swap futures contracts. 5-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (07/01/02)

5104.01 Unit of Trading - The unit of trading shall be the notional price of the fixed-rate side of a 5-year interest rate swap that has notional principal equal to $100,000, and that exchanges semiannual interest payments at a fixed rate of 6% per annum, measured according to a 30/360 daycount convention, for floating interest rate payments, based on the 3-month London interbank offered rate (hereafter, LIBOR) and measured according to an actual/360 daycount convention, and that otherwise conforms to the terms prescribed by the International Swap and Derivatives Association, Inc. (hereafter, ISDA) for the purpose of computing the daily fixing of ISDA Benchmark Rates for U.S. dollar interest rate swaps. (07/01/02)

5105.01 Months Traded In - Trading in 5-Year Interest Rate Swap futures may be scheduled in such months as determined by the Exchange. (07/01/02)

5106.01 Price Basis - The price of 5-Year Interest Rate Swap futures contracts shall be quoted in points. One point equals $1,000.00. Par shall be on the basis of 100 points. The minimum price fluctuation shall be one half of one thirty-second (1/32) of one point per 100 points ($15.625 per contract), except for intermonth spreads, where the minimum price fluctuation shall be one-fourth of one thirty-second of one point per 100 points ($7.8125) per contract. Contracts shall not be made on any other price basis. (06/01/04)

5107.01 Hours of Trading - The hours of trading in 5-Year Interest Rate Swap futures shall be determined by the Board.

Trading in an expiring 5-Year Interest Rate Swap futures contract shall cease at 11:00 a.m. New York time on the last trading day of said futures contract, subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. That is, on the last day of trading in an expiring future, a bell shall be rung at 11:00 a.m. New York time designating the beginning of the close of the expiring future. Trading shall be permitted thereafter for a period not to exceed one minute, and quotations made during this time shall constitute the close. Following the above-described closing procedure, the Modified Closing Call will be conducted in accordance with Regulation 1007.02.

The market shall be opened and closed for all months simultaneously or in such other manner as the Regulatory Compliance Committee shall direct. (07/01/02)

5109.01 Last Day of Trading - The last trading day of a 5-Year Interest Rate Swap futures contract shall be the second London business day before the third Wednesday of the contract's delivery month. (07/01/02)

5109.02 Liquidation During the Delivery Month - After trading has ceased in contracts for future delivery in the current delivery month (in accordance with Regulation 5109.01 of this chapter), outstanding contracts shall be liquidated by cash settlement as prescribed in Regulation 5142.01. (07/01/02)

5110.01 Margin Requirements - (See Regulation 431.03). (07/01/02)

5112.01 Position Limits and Reportable Positions - (See Regulation 425.01). (07/01/02)

Ch51 Delivery Procedures

5136.01 Standards - The contract grade shall be the final settlement price of the unit of trading (as defined in Regulation 5104.01 of this chapter) on the last day of trading (as defined in Regulation 5109.01 of this chapter).

The final settlement price shall be based upon the ISDA Benchmark Rate** for a 5-year U.S. dollar interest rate swap for the last day of trading, as published on the last day of trading on Reuters page ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. Dollar interest rate swaps). Determination of the final settlement price on the basis of said ISDA Benchmark Rate shall be as prescribed in Regulation 5142.01 of this chapter.

Hereafter in this chapter, the ISDA Benchmark Rate for a 5-year U.S. dollar interest rate swap shall be referenced as the "the ISDA Benchmark," and ISDAFIX1 (or other Reuters page as shall be designated by ISDA for the purpose of publishing and disseminating ISDA Benchmark Rates for U.S. dollar interest rate swaps) shall be referenced as "Reuters".

If Reuters fails to report the ISDA Benchmark for the last day of trading on the last day of trading, then the final settlement price shall be based upon the ISDA Benchmark for the next available business day to be reported by Reuters. (07/01/02)

5142.01 Delivery on Futures Contracts - Delivery against 5-Year Interest Rate Swap futures contracts shall be made by cash settlement through the Clearing Services Provider following normal variation margin procedures. Generally, final settlement value (defined below) shall be calculated on the last day of trading after Reuters has published the ISDA Benchmark** for the last day of trading. Generally, such publications will occur at 11:30 a.m. New York time on the last day of trading. For exceptions to this, see 5136.01.

The final settlement value shall be determined as follows:

$$\text{Final Settlement Value} = \$100{,}000 * [\ 6/r + (\ 1-6/r)*(1 + 0.01*r/2)^{-10}\ ]$$

where r represents the ISDA Benchmark for the last day of trading, expressed in percent terms. For example, if the ISDA Benchmark for the last day of trading is five and one quarter percent, then r is equal to 5.250.

The final settlement price shall be the final settlement value, so determined, rounded to the nearest one quarter of one thirty-second of a price point.

Example: Suppose the ISDA Benchmark on the last day of trading is 5.500. The final settlement value will be $102,160.02. To render this in terms of price points and quarters of thirty-seconds of price points, note that it is between 102-05/32nds and 102-05.25/32nds (where each price point equals $1,000) --

102-05.25/32nds	$102,164.0625
Final settlement value	$ 102,160.02
102-05/32nds	$ 102,156.25

The final settlement value is nearer to 102-05/32nds. Thus, the contract expiration price is obtained by rounding down to 102-05/32nds.

In the event that the final settlement value is at the exact midpoint between any two adjacent quarters of one thirty-second of a price point, the final settlement price will be obtained by rounding up to the nearest one quarter of a thirty-second of a price point. (12/01/03)

5147.01 Payment - (See Regulation 1049.04) (07/01/02)

** ISDA Benchmark mid-market par swap rates collected at 11:00 a.m. by Reuters Limited and Garban Intercapital plc and published on Reuters page ISDAFIX1. Source: Reuters Limited.

Chapter 52
5-Year Interest Rate Swap Futures Options

Chapter 52
5-Year Interest Rate Swap Futures Options

Ch52 Trading Conditions

5200.01 Authority - Trading in put and call options on 5-Year Interest Rate Swap futures contracts may be conducted under such terms and conditions as may be prescribed by regulation. (12/01/02)

5201.01 Application of Regulations - Transactions in put and call options on 5-Year Interest Rate Swap futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this Chapter which are exclusively applicable to trading in put and call options on 5-Year Interest Rate Swap futures contracts. (See Rule 490.00.) Options on 5-Year Interest Rate Swap futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (12/01/02)

5202.01 Nature of 5-Year Interest Rate Swap Futures Put Options - The buyer of one (1) 5-Year Interest Rate Swap futures put option may exercise his option at any time prior to expiration (subject to Regulation 5207.01), to assume a short position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 5-Year Interest Rate Swap futures put option incurs the obligation of assuming a long position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a put option buyer. (12/01/02)

5202.02 Nature of 5-Year Interest Rate Swap Futures Call Options - The buyer of one (1) 5-Year Interest Rate Swap futures call option may exercise his option at any time prior to expiration (subject to Regulation 5207.01), to assume a long position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was purchased. The seller of one (1) 5-Year Interest Rate Swap futures call option incurs the obligation of assuming a short position in one (1) 5-Year Interest Rate Swap futures contract of a specified contract month at a strike price set at the time the option was sold, upon exercise by a call option buyer. (12/01/02)

5203.01 Trading Unit - One (1) 5-Year Interest Rate Swap futures contract of a specified contract month on the Board of Trade of the City of Chicago, Inc. (12/01/02)

5204.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one-half (1/2) point per 5-Year Interest Rate Swap futures contract. At the commencement of trading for such option contracts, the following striking prices shall be listed: one with a striking price closest to the previous day's settlement price on the underlying 5-Year Interest Rate Swap futures contract, the next fifteen (15) consecutive higher and the next fifteen (15) consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time, new striking prices will be added to ensure that at least fifteen (15) striking prices always exist above and below the previous day's settlement price on the underlying futures. All new striking prices will be added prior to the opening of trading on the following business day.

The Exchange may modify the procedure for the introduction of strike prices as it deems appropriate in order to respond to market conditions. (04/01/04)

5205.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (12/01/03)

5206.01 Option Premium Basis - The premium for 5-Year Interest Rate Swap futures options shall be in multiples of one sixty-fourth (1/64) of one point ($1,000.00) of a 5-Year Interest Rate swap futures contract which shall equal $15.625 per 1/64 and $1,000 per full point.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $15.00 in $1.00 increments per option contract. (07/01/03)

5207.01 Exercise of Option - The buyer of a 5-Year Interest Rate Swap futures option may exercise the option on any business day up to and including the day such option expires by giving notice of exercise to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on such day. In-the-money options that have not been liquidated or exercised on the last day of trading in such option shall be automatically exercised in the absence of contrary instructions delivered to the Clearing Services Provider by 6:00 p.m. Chicago time, or by such other time designated by the Exchange, on the last day of trading by the clearing member representing the option buyer.

Corrections to option exercises, including automatic exercises, may be accepted by the Clearing Services Provider after the 6:00 p.m. deadline and up to the beginning of final option expiration processing provided that such corrections are necessary due to: (1) a bona fide clerical error, (2) an unreconciled Exchange option transaction(s), or (3) an extraordinary circumstance where the clearing firm and customer are unable to communicate final option exercise instructions prior to the deadline. The decision whether a correction is acceptable will be made by the President of the Clearing Services Provider, or the President's designee, and such decision will be final. (12/01/03)

**An option is in-the-money if the settlement price of the underlying futures contract is less in the case of a put, or greater in the case of a call, than the exercise price of the option.

5208.01 Expiration of Option - Unexercised 5-Year Interest Rate Swap futures options shall expire at 7:00 p.m. on the day of termination of trading. (See Regulation 5013.01.) (12/01/03)

5209.01 Months Traded In - Trading in 5-Year Interest Rate Swap futures options may be scheduled in such months as determined by the Exchange. (12/01/02)

5210.01 Trading Hours - The hours of trading of options on 5-Year Interest Rate Swap futures shall be determined by the Board. Trading in an expiring option contract shall cease at 11:00 a.m. New York time on the last trading day of said option contract subject to the otherwise applicable provisions of the second paragraph of Rule 1007.00. 5-Year Interest Rate Swap futures options shall be opened and closed for all months and strike prices simultaneously or in such a manner as the Exchange shall direct. (12/01/02)

5211.01 Position Limits and Reportable Positions - (See Regulation 425.01) (12/01/02)

5212.01 Margin Requirements - (See Regulation 431.05) (12/01/02)

5213.01 Last Day of Trading - Trading in an expiring option contract shall terminate at the same time and date as the underlying futures contract, that is, at 11:00 a.m. New York time on the second London business day before the third Wednesday of the underlying futures contract's delivery month. (12/01/02)

Chapter 53
CBOT(R) mini-sized Dow/SM/ Futures ($5 Multiplier)

Chapter 53
CBOT(R) mini-sized DowSM Futures ($5 Multiplier)/1/

Note: These contracts are listed for trading by the Chicago Board of Trade pursuant to Commodity Futures Trading Commission exchange certification procedures.

Ch53 Trading Conditions

5301.01 Authority - Trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) may be conducted under such terms and conditions as may be prescribed by regulation. (04/01/02)

5302.01 Application of Regulation - Futures transactions in CBOT(R) mini-sized Dow/SM/ ($5 multiplier) contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT(R) mini-sized Dow/SM/ ($5 multiplier) contracts. CBOT(R) mini-sized Dow/SM/ ($5 multiplier) futures are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (04/01/02)

5303.01 Emergencies, Acts of God, Acts of Government - If the delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (04/01/02)

5304.01 Unit of Trading -- The unit of trading shall be $5.00 times the Dow Jones Industrial Average/SM/. The Dow Jones Industrial Average/SM/ is a price-weighted index of 30 of the largest and most liquid U.S. stocks. (04/01/02)

5305.01 Months Traded In - The months listed for trading are March, June, September and December, at the discretion of the Exchange. (04/01/02)

5306.01 Price Basis - The price of CBOT(R) mini-sized Dow/SM/ ($5 multiplier) futures shall be quoted in index points. One index point is worth $5.00. The minimum price fluctuation shall be one point per contract ($5.00). Contracts shall not be made on any other price basis. (04/01/02)

5307.01 Hours of Trading - The hours of trading for future delivery in CBOT(R) mini-sized Dow/SM/ futures ($5.00 multiplier) shall be determined by the Board.

The market shall be opened and closed for all months simultaneously, or in such other manner as the Exchange shall direct. (04/01/02)

5308.01 Price Limits and Trading Halts - (See Regulation 1008.01.) (04/01/02)

5309.01 Last Day of Trading - The last day of trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts deliverable in the current delivery month shall be the trading day immediately preceding the final settlement day (as described in Regulation 5342.03). (04/01/02)

5309.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 5309.01 of this chapter, outstanding contracts for such delivery shall be liquidated by cash settlement as prescribed in Regulation 5342.01. (04/01/02)

/1/ "Dow Jones/SM/", "The Dow/SM/", Dow Jones Industrial Average/SM/" and "DJIA/SM/" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by the Board of Trade of the City of Chicago, Inc. ("CBOT(R)"). The CBOT's futures and futures option contracts based on the Dow Jones Industrial Average/SM/ are not sponsored, endorsed, sold or promoted by Dow Jones/SM/, and Dow Jones/SM/ makes no representation regarding the advisability of trading in such products.

5310.01 Margin Requirements - (See Regulation 431.03.) (04/01/02)

5312.01 Position Limits and Reportable Positions - (See Regulation 425.01.) (04/01/02)

Ch 53 Delivery Procedures

5336.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 5342.02) of the CBOT(R) mini-sized Dow/SM/ ($5 multiplier) on final settlement day (as described in Regulation 5342.03). (04/01/02)

5342.01 Delivery on Futures Contracts - Delivery against the CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contract must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 5342.03) and shall be accomplished by cash settlement as hereinafter provided.

Clearing members holding open positions in a CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contract at the time of termination of trading shall make payment to and receive payment through the Clearing Corporation in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 5342.02). (12/01/03)

If the designated primary market for a component stock does not open on the day scheduled for the determination of the final settlement price, then the final settlement price shall be based on the next opening price for the component stock.

If a component stock does not trade on the day scheduled for determination of the final settlement price while the primary market for the stock is open for trading, the last sale price of the stock will be used to calculate the final settlement price. (04/01/02)

5342.03 The Final Settlement Day - The final settlement day shall be defined as the third Friday of the contract month, or if the Dow Jones Industrial Average/SM/ is not scheduled to be published for that day, the first preceding business day for which the Dow Jones Industrial Average/SM/ is scheduled to be published. (04/01/02)

5347.01 Payment - (See Regulation 1049.04.) (04/01/02)

5348.01 Disclaimer -

CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) are not sponsored, endorsed, sold or promoted by Dow Jones. Dow Jones makes no representation or warranty, express or implied, to the owners of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts or any member of the public regarding the advisability of trading in CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts. Dow Jones' only relationship to the Exchange is the licensing of certain trademarks and trade names of Dow Jones and of the Dow Jones Industrial Average/SM/ which is determined, composed and calculated by Dow Jones without regard to the Chicago Board of Trade or CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts. Dow Jones has no obligation to take the needs of the Chicago Board of Trade or the owners of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts into consideration in determining, composing or calculating the Dow Jones Industrial Average/SM/. Dow Jones is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts to be listed or in the determination or calculation of the equation by which CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts are to be converted into cash. Dow Jones has no obligation or liability in connection with the administration, marketing or trading of CBOT(R) mini-sized Dow/SM/ futures ($5 multiplier) contracts.

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Chapter 56
CBOT(R) Dow Jones-AIG Commodity Index(SM) Futures

Chapter 54
CBOT(R) mini-sized Dow(SM) Futures Options

Chapter 54
CBOT(R) mini-sized Dow(SM) Futures Options/1/

Ch54 Trading Conditions

5401.00 Authority - (See Rule 2801.00) (02/01/04)

5401.01 Application of Regulations - Transactions in put and call options on CBOT mini-sized Dow futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter which are exclusively applicable to trading in put and call options on CBOT mini-sized Dow futures contracts. (See Rule 490.00) (02/01/04)

5402.01 Nature of CBOT mini-sized Dow Futures Put Options - The buyer of one (1) CBOT mini-sized Dow futures put option may exercise his option at any time prior to expiration (subject to Regulation 5407.01), to assume a short position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT mini-sized Dow futures put option incurs the obligation of assuming a long position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a put option buyer. (02/01/04)

5402.02 Nature of CBOT mini-sized Dow Futures Call Options - The buyer of one (1) CBOT mini-sized Dow futures call option may exercise his option at any time prior to expiration (subject to Regulation 5407.01), to assume a long position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was purchased. The seller of one (1) CBOT mini-sized Dow futures call option incurs the obligation of assuming a short position in one (1) CBOT mini-sized Dow futures contract of a specified contract month at a striking price set at the time the option was sold, upon exercise by a call option buyer. (02/01/04)

5403.01 Trading Unit - One (1) CBOT mini-sized Dow futures contract of a specified contract month on the Chicago Board of Trade. (02/01/04)

5404.01 Striking Prices - Trading shall be conducted for put and call options with striking prices in integral multiples of one hundred (100) index points per CBOT mini-sized Dow futures contract and in integral multiples of two hundred (200) index points per CBOT mini-sized Dow futures contract as follows:

A. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in one hundred point intervals shall be listed: one with a striking price closest to the previous day's settlement price on the underlying CBOT mini-sized Dow futures contract and the next twenty consecutive higher and the next twenty consecutive lower striking prices closest to the previous day's settlement price. If the previous day's settlement price is midway between two striking prices, the closest price shall be the larger of the two. Over time new striking prices will be added to ensure that at least twenty one hundred point striking prices always exist above and below the previous day's settlement price in the underlying futures.

B. At the commencement of trading for quarterly and non-quarterly expirations, the following strike prices in two hundred point intervals shall be listed: the next ten consecutive higher and the next ten

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/1/ "Dow Jones(SM), "The Dow(SM)", "Dow Jones Industrial Average(SM)", and "DJIA(SM)", are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by the Board of Trade of the City of Chicago ("CBOT(R)"). The CBOT's futures and futures options contracts based on the Dow Jones Industrial Average(SM) are not sponsored, endorsed, sold or promoted by Dow Jones(SM), and Dow Jones(SM) makes no representation regarding the advisability of trading in such product(s).

consecutive lower strike prices above and below the strike price band as stipulated in Regulation 5404.01(A). Over time new striking prices will be added to ensure that at least ten striking prices in two hundred point intervals always exist above and below the strike price band as stipulated in Regulation 5404.01(A).

C. At the end of each quarterly cycle, the Exchange shall reset every listed month's strike prices to conform with Regulation 5404.01 (A) and Regulation 5404.01(B). The newly calculated strike price band will be based on the final settlement price on the last business day of the quarterly cycle of the underlying futures contract. The Exchange will delist all previously listed strike prices that are not one of the newly calculated strike prices, provided that the strike to be delisted has neither call nor put open interest.

D. All new strike prices will be added prior to the opening of trading on the following business day. The Exchange may modify the procedure for the introduction of striking prices as it deems appropriate in order to respond to market conditions. (02/01/04)

5405.01 Payment of Option Premium - The option premium must be paid in full by each clearing member to the Clearing Services Provider and by each option customer to his futures commission merchant at the time that the option is purchased, or within a reasonable time after the option is purchased. (02/01/04)

5406.01 Option Premium Basis - The premium for CBOT mini-sized Dow futures options shall be in multiples of one index point of a CBOT mini-sized Dow futures contract which shall equal $5.

However, when both sides of the trade are closing transactions, the option premium may range from $1.00 to $4.00 in $1.00 increments per option contract. (02/01/04)

5407.01 Exercise of Option - The buyer of a CBOT mini-sized Dow futures option may exercise the option on any business day prior to expiration by giving notice of exercise to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on such day. (02/01/04)

5407.02 Automatic Exercise - Notwithstanding the provisions of Regulation 5407.01, for options with quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the business day following the last day of trading, unless notice to cancel automatic exercise is given to the Clearing Services Provider. Notwithstanding the provisions of Regulation 5407.01, for options with non-quarterly expirations, all in-the-money options shall be automatically exercised after 6:00 p.m. on the last day of trading, unless notice to cancel automatic exercise is given to the Clearing Services Provider

For options with quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the business day following the last day of trading. For options with non-quarterly expirations, notice to cancel automatic exercise shall be given to the Clearing Services Provider by 6:00 p.m., or by such other time designated by the Exchange, on the last day of trading. (02/01/04)

5408.01 Expiration of Option - Unexercised CBOT mini-sized Dow futures options with quarterly expirations shall expire at 7:00 p.m. on the business day following the last day of trading.

Unexercised CBOT mini-sized Dow futures options with non-quarterly expirations shall expire at 7:00 p.m. on the last day of trading.

5409.01 Months Traded In - The months listed for trading are January through December at the discretion of the Exchange; provided however, that the Exchange may determine not to list a contract month. For options that are traded in months in which CBOT mini-sized Dow futures are not traded, the underlying futures contract is the next futures contract that is nearest to the expiration of the option. For example, the underlying futures contract for the October or November option contract is the December futures contract. (02/01/04)

5410.01 Trading Hours - The hours of trading of options on CBOT mini-sized Dow futures contracts shall be determined by the Exchange. On the last day of trading in an expiring option the closing time for

such option shall be the same as the underlying futures contract, subject to the provisions of the second paragraph of Rule 1007.00. (02/01/04)

5411.01 Position Limits and Reportable Positions - (See Regulation 425.01) (02/01/04)

5412.01 Margin Requirements - (See Regulation 431.05) (02/01/04)

5413.01 Last Day of Trading - For options expiring on the quarterly cycle, trading shall terminate at the same date and time as the underlying futures contract. For options that expire in months other than those in the quarterly cycle, options trading shall terminate on the third Friday of the option contract month, at the end of the regular trading session. If that day is not an Exchange business day, options trading shall terminate on the first preceding business day. (02/01/04)

5414.01 Option Premium Fluctuation Limits - Option premium limits for the CBOT mini-sized Dow futures options shall correspond to the daily trading limit in effect at that time for the underlying futures contract as specified in Regulation 1008.01D. There shall be no trading in any option contract during a period in which trading in the underlying future is halted as specified in Regulation 1008.01D. On the first day of trading, limits shall be set from the lowest premium of the opening range. (02/01/04)

5414.02 Trading Halts on e-cbot - There shall be no trading in any option contract during e-cbot trading hours when the CBOT mini-sized Dow primary futures contract is limit bid or limit offered at the e-cbot price limit. (02/01/04)

5415.01 Disclaimer -

CBOT mini-sized Dow futures and futures options are not sponsored, endorsed, sold or promoted by Dow Jones. Dow Jones makes no representation or warranty, express or implied, to the owners of CBOT mini-sized Dow futures and futures options contracts or any member of the public regarding the advisability of trading in CBOT mini-sized Dow futures and futures options contracts. Dow Jones' only relationship to the Exchange is the licensing of certain trademarks and trade names of Dow Jones and of the Dow Jones Industrial Average(SM) which is determined, composed and calculated by Dow Jones without regard to the Chicago Board of Trade or CBOT mini-sized Dow futures and futures options contracts. Dow Jones has no obligation to take the needs of the Chicago Board of Trade or the owners of CBOT mini-sized Dow futures and futures options contracts into consideration in determining, composing or calculating the Dow Jones Industrial Average(SM). Dow Jones is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of CBOT mini-sized Dow futures and futures options contracts to be listed or in the determination or calculation of the equation by which CBOT mini-sized Dow futures and futures options contracts are to be converted into cash. Dow Jones has no obligation or liability in connection with the administration, marketing or trading of CBOT mini-sized Dow futures and futures options contracts.

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Chapter 56
CBOT(R) Dow Jones-AIG Commodity Index (SM) Futures/1/

Ch56 Trading Conditions

5601.01 Authority - Trading in CBOT Dow Jones-AIG Commodity Index(SM) futures may be conducted under such terms and conditions as may be prescribed by Regulation. (11/01/01)

5602.01 Application of Regulations - Futures transactions in CBOT Dow Jones-AIG Commodity Index(SM) ("DJ-AIGCI(SM)") futures contracts shall be subject to the general rules of the Exchange as far as applicable and shall also be subject to the regulations contained in this chapter, which are exclusively applicable to trading in CBOT Dow Jones-AIG Commodity Index(SM) futures. CBOT Dow Jones-AIG Commodity Index(SM) futures contracts are listed for trading by the Exchange pursuant to Commodity Futures Trading Commission exchange certification procedures. (11/01/01)

5603.01 Emergencies, Acts of God, Acts of Government - If delivery or acceptance or any precondition or requirement of either, is prevented by strike, fire, accident, act of government, act of God or other emergency, the seller or buyer shall immediately notify the Chairman. If the Chairman determines that emergency action may be necessary, he shall call a special meeting of the Board and arrange for the presentation of evidence respecting the emergency condition. If the Board determines that an emergency exists, it shall take such action under Rule 180.00 as it deems necessary under the circumstances and its decision shall be binding upon all parties to the contract. (11/01/01)

5604.01 Unit of Trading - The unit of trading shall be $100.00 times the Dow Jones-AIG Commodity Index(SM) Futures Price Index which corresponds to each futures contract.

The Dow Jones-AIG Commodity Index(SM) (DJ-AIGCI(SM)) is a liquidity and world production, dollar-weighted, arithmetic average of prices of up to 23 exchange-traded physical commodity futures contracts which satisfy specified criteria. The futures price index is calculated as the fair value of the basket of futures contracts in the DJ-AIGCI(SM) for a specific contract month. The futures price index is identical to the calculation of the weighted average value (WAV1) of the lead futures in the DJ-AIGCI(SM) divided by four (4) and rounded to one decimal place. The futures price index incorporates no rolling forward of futures contracts and is quoted only until the expiration of the corresponding DJ- AIGCI(SM) futures contract. For any January contract, the futures price index shall be determined using the prior year's DJ-AIGCI(SM) specifications. February through December contracts shall use the current year's DJ-AIGCI(SM) specifications. The DJ-AIGCI(SM) specifications criteria, calculation, and roll procedures are defined in the Dow Jones-AIG Commodity Index(SM) Handbook. (09/01/02)

5605.01 Months Traded In - The months listed for trading are January, February, April, June, August, October and December, at the discretion of the Exchange. (11/01/01)

5606.01 Price Basis - The price of the CBOT Dow Jones-AIG Commodity Index(SM) futures shall be quoted in points. One point equals $100.00. The minimum price fluctuation shall be 0.1 (1/10) points per contract ($10.00 per contract). Contracts shall not be made on any other price basis. (11/01/01)

5607.01 Hours of Trading - The hours of trading for future delivery in CBOT Dow Jones-AIG Commodity Index(SM) futures shall be determined by the Exchange.

The market shall be opened and closed for all months simultaneously, or in such other manner as the

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/1/ "Dow Jones," AIG (R)" Dow Jones-AIG Commodity Index(SM)," and DJ-AIGCI(SM)" are service marks of Dow Jones & Company, Inc. and American International Group, Inc., as the case may be, and have been licensed for use for certain purposes by the CBOT. The CBOT Dow Jones- AIG Commodity Index futures and futures options are not sponsored, endorsed or sold by Dow Jones, AIG, American International Group, or any of their respective subsidiaries or affiliates, and none of Dow Jones, AIG, American International Group, or any of their respective subsidiaries or affiliates, makes any representation regarding the advisability of investing in such product(s)."

Exchange shall direct. (11/01/01)

5608.01 Price Limits and Trading Halts - There are no price limits for CBOT Dow Jones-AIG Commodity Index(SM) futures. (11/01/01)

5609.01 Last Day of Trading - The last day of trading in CBOT Dow Jones-AIG Commodity Index(SM) futures contracts deliverable in the current delivery month shall be the eleventh business day of the contract month (as described in Regulation 5642.03). (11/01/01)

5609.02 Liquidation During the Delivery Month - After trading in contracts for future delivery in the current delivery month has ceased, in accordance with Regulation 5609.01 of this chapter, outstanding contract for such delivery shall be liquidated by cash settlement as prescribed in Regulation 5642.01. (11/01/01)

5610.01 Margin Requirements - (See Regulation 431.03) (11/01/01)

5612.01 Position Limits and Reportable POsitions - (See Regulation 425.01) (11/01/01)

5636.01 Standards - The contract grade shall be the final settlement price (as described in Regulation 5642.02) of the Dow Jones-AIG Futures Price Index on final settlement day (as described in Regulation 5642.03). (11/01/01)

5642.01 Delivery on Futures Contracts - Delivery against the CBOT Dow Jones-AIG Commodity Index(SM) futures contracts must be made through the Clearing Services Provider. Delivery under these regulations shall be on the final settlement day (as described in regulation 5642.03) and shall be accomplished by cash settlement as hereinunder provided.

Clearing members holding open positions in a CBOT Dow Jones-AIG Commodity Index(SM) futures contract at the time of termination of trading shall make payment to and receive payment through the Clearing Corporation in accordance with normal variation settlement procedures based on a settlement price equal to the final settlement price (as described in Regulation 5642.02). (12/01/03)

5642.02 Final Settlement Price - The final settlement price shall be based on a special quotation of the Dow Jones-AIG Futures Price Index which corresponds to the expiring contract as the close of business on the final settlement day (as described in Regulation 5642.03). This special quotation will consist of the Dow Jones-AIG Futures Price Index which corresponds to the expiring contract calculated using the settlement prices of the component futures on final settlement day, except as noted below.

If an exchange that a component or components of the futures price index is trading on is not open on the final settlement day because of a scheduled closing, then the contribution to the final settlement price for the affected component or components shall be based on the settlement quotation of the first preceding trading day.

If a component contract month's settlement price on the final settlement day is unavailable because of an unanticipated and/or unannounced closure of the component contract market, then the price of such component contract to be used in calculating the final settlement price shall be the next available settlement price.

If the settlement price of a component contract is a limit bit or offer on the final settlement day, then that contract's contribution to the final settlement price is deferred up to ten business days. In the event that a component contract's settlement price is a limit bid or offer on the final settlement day, the price to be used is the first settlement price after the final settlement day that is not a limit bid or offer. If the settlement price is a limit bid or offer for ten consecutive business days following the final settlement day, the contract's settlement price on the tenth subsequent business day shall be used as the contract's contribution to the final settlement price. (11/01/01)

5642.03 The Final Settlement Day - The final settlement day shall be defined as the eleventh business day of the contract month, or if the Dow Jones-AIG Futures Price Index is not published for that day, the first preceding business day for which the Dow Jones-AIG Futures Price Index was published. (11/01/01)

5647.01 Payment - (See Regulation 1049.04.) (11/0101)

5648.01 Disclaimer - The CBOT Dow Jones-AIG Commodity Index(SM) futures and futures options are not sponsored, endorsed or sold by Dow Jones, American International Group, AIG or any of their affiliates. None of Dow Jones, American International Group, AIG or any of their affiliates makes any representation or warranty, express or implied, to the owners of or counterparts to the futures and futures options or any member of the public regarding the advisability of investing in securities or commodities generally or in the futures or futures options particularly. The only relationship of such persons to the Licensee is the licensing of certain trademarks, trade names and service marks and of the Dow Jones-AIG Commodity Index(SM), which is determined, composed and calculated by Dow Jones in conjunction with AIG without regard to the CBOT or the CBOT Dow Jones-AIG Commodity Index(SM) futures or futures options. Dow Jones and AIG have no obligation to take the needs of the CBOT or the owners of the futures or futures options into consideration in determining, composing or calculating Dow Jones-AIG Commodity Index(SM). None of Dow Jones, American International Group, AIG or any of their affiliates is responsible for or has participated in the determination of the timing of, prices at, or quantities of the Dow Jones-AIG Commodity Index(SM) futures or futures options to be issued or in the determination or calculation of the equation by which the futures or futures options are to be converted into cash. None of Dow Jones, American International Group, AIG or any of their affiliates shall have any obligation or liability in connection with the administration, marketing or trading of the futures or futures options. Notwithstanding the foregoing, AIG, American International Group and their respective affiliates may independently issue and/or sponsor financial products unrelated to the Products currently being issued by Licensee, but which may be similar to and competitive with the Products.

NONE OF DOW JONES, AMERICAN INTERNATIONAL GROUP, AIG OR ANY OF THEIR AFFILIATES GUARANTEES THE ACCURACY AND/OR THE COMPLETENESS OF THE DOW JONES-AIG COMMODITY INDEX(SM) OR ANY DATA INCLUDED THEREIN AND NONE OF DOW JONES, AMERICAN INTERNATIONAL GROUP, AIG OR ANY OF THEIR AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. NONE OF DOW JONES, AMERICAN INTERNATIONAL GROUP, AIG OR ANY OF THEIR AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE CBOT, OWNERS OF THE DOW JONES-AIG COMMODITY, INDEX(SM) FUTURES OR FUTURES OPTIONS, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF DOW JONES-AIG COMMODITY INDEX(SM) OR ANY DATA INCLUDED THEREIN. NONE OF DOW JONES, AMERICAN INTERNATIONAL GROUP, AIG OR ANY OF THEIR AFFILIATES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE DOW JONES-AIG COMMODITY INDEX(SM) OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL DOW JONES, AMERICAN INTERNATIONAL GROUP, AIG OR ANY OF THEIR AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS AMONG DOW JONES, AIG AND THE CBOT, OTHER THAN AMERICAN INTERNATIONAL GROUP. (11/01/01)

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Appendix Summmary

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* Not reprinted in Rulebook. Copies are available from the Secretary's Office.

APPENDIX 2

	VOTE	COMMITTEE APPOINTMENTS	CBOE TRADING PRIVILEGES	DISSOLUTION RIGHTS
FULL	Yes	Yes	Yes	Yes
AM	Yes (1/6)	Yes	No	1/6 of Full Members Share
COM	None	As Advisor	No	.005 of Full Members Share
GIM	None	As Advisor	No	.11 of Full Members Share
IDEM	None	As Advisor	No	.005 of Full Members Share
DELEGATES	None	Member of specified committees; Advisor on others	Only for Full Delegate	None

	TRADING PRIVILEGES	COMMUNICATION FROM EXCHANGE FLOOR
FULL	All CBOT (& CBOE) Contracts	Allowed in all contracts
AM	All Existing & Prospective Futures & Option Contracts in Government Instruments Mkt., Index, Debt & Energy Mkt., & Comm. Options Mkt.	Allowed only in contracts for which Trading Privileges are specified
COM	All Options Contracts listed on the Exchange	Allowed only in contracts for which Trading Privileges are specified
GIM	U.S. T-Bond, U.S. T-Note (6-10 yr.), (5 yr.), (2 yr.), (WI 2 yr.), Interest Rate Swap, Bund, Bobl and Schatz futures	Allowed only in contracts for which Trading Privileges are specified
IDEM	30-Day Fed Funds, mini-sized Eurodollar, CBOT(R) DJIA(SM) Index, mini-sized DJIA(SM) Index, DJAIGCI(SM) Index, Muni Note Index, Silver & Gold futures	Allowed only in contracts for which Trading Privileges are specified
DELEGATES	Those contracts authorized for the specific Membership or Membership Interest.	In those contracts authorized for the Membership or Interest delegated

Appendix 2

CBOT(R) TRADING PRIVILEGE SUMMARY

(as of 10/01/04)

FULL MEMBERSHIP

- All futures & options.

ASSOCIATE MEMBERSHIP

- Treasury Bond, Long-Term Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, 30-Day Fed Fund, CBOT(R) DJIA(SM) and mini-sized DJIA (SM) futures and options;

- Municipal Note Index, mini- sized Treasury Bond, mini-sized 10-Year Treasury Note, WI 2-Year Treasury Note, mini-sized Eurodollar, Bund, Bobl, Schatz, 100 OZ. Gold, mini-sized Gold, 5,000 OZ. Silver, mini-sized Silver and CBOT(R) DJ- AIG CI(SM)futures;

- Corn, Oat, Rough Rice, Soybean, Soybean Meal, Soybean Oil and Wheat options.

GIM MEMBERSHIP INTEREST

- Treasury Bond, mini-sized Treasury Bond, Long-Term Treasury Note, mini-sized 10-Year Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, WI 2-Year Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, Bund, Bobl and Schatz futures.

IDEM MEMBERSHIP INTEREST

- 30-Day Fed Fund, Municipal Note Index, 100 OZ. Gold, mini-sized Gold, 5,000 OZ. Silver, mini-sized Silver, CBOT(R) DJ-AIGCI(SM), CBOT(R) DJIA(SM), mini-sized Eurodollar and mini-sized DJIA(SM) futures;

- 30-Day Fed Fund options (thru 12/31/04);

- Municipal Note Index/Treasury Bond futures spreads (single transaction)(thru 12/31/04);

- Municipal Note Index/ Long-Term Treasury Note futures spreads (single transaction)(thru 12/31/04).

COM MEMBERSHIP INTEREST

- Treasury Bond, Long-Term Treasury Note, Medium-Term Treasury Note, Short Term Treasury Note, 10-Year Interest Rate Swap, 5-Year Interest Rate Swap, CBOT(R) DJIA(SM), CBOT(R) mini-sized DJIA (SM), Corn, Oat, Rough Rice, Soybean, Soybean Meal, Soybean Oil and Wheat options.

- 30-Day Fed Fund futures/options spreads (single transaction) (thru 12/31/04).

APPENDIX 3A - GUIDELINES FOR GUESTS AND VISITORS WHILE ON THE EXCHANGE FLOOR OF THE CHICAGO BOARD OF TRADE

1. Bringing guests on the Exchange Floor is a privilege extended to all members who comply with the Rules pertaining thereto.

2. Guests shall be admitted to the Exchange Floor between 1/2 hour before the opening on each Floor and 1/2 hour after the close on each Floor.

3. No more than 50 guests shall be allowed on the Exchange Floor at any one time during trading hours.

4. A member may reserve a time for five guests, which reservation will be held no longer than ten minutes. Such reservation privileges will be denied if they are abused.

5. Guests must be accompanied by a member at all times. Both the guest and the host member will sign on to and off of the Floor. The guest will wear, on visible display, a guest badge. The member will be responsible for the guest's conduct on the Floor.

6. A) A guest may remain on the Floor for a period of 30 minutes; if he has not signed out, he will be paged. It will be the member's responsibility to see that the guest leaves the Floor within five minutes of being paged and that the guest returns the badge to the Service Desk on the 4th Floor. Failure to return the guest badge immediately will subject the member to a minimum fine of twenty-five dollars.

B) At the end of the initial 30 minutes, a guest may ask to extend his visit for (a) subsequent period(s) of 30 minutes, although such extension(s) will not be granted if there are more than 50 guests on the Floor at any one time.

C) If necessary, an All Day Guest Pass may be obtained for a foreign visitor, firm executive, firm branch employee, customer or consultant (and other persons with the approval of the Floor Conduct Committee Chairman) by completing a short application form at the fourth floor Service Desk. Except for the 30-minute time limit, the same guidelines apply to All Day Guests, including the requirement that they be accompanied at all times by a member.

7. No privileges other than admittance to the Floor may be extended to a guest. A guest is specifically prohibited from performing any functions of an employee of a member or of a member firm. Entering a trading pit, using a telephone, using the market display equipment and blocking the area are also prohibited.

8. Guests of management for business purposes only shall be allowed in the Exchange Floor.

9. The President of the Exchange may issue special permits beyond the above limit (five individuals) when he deems it in the interest of the Exchange to do so. On a case-by-case basis, he may schedule admission to the Floor for small groups who have made appropriate arrangements.

(Tour Groups: can be no larger than 12, can visit between the hours of 10:30 a.m. and 12:15 p.m., must be escorted at all times, are limited to 15 minutes per tour, will be limited to no more than two groups on the Floor at any one time, and all such groups must be coordinated through the Communications Department.)

10. No other guests of staff members may be allowed on the Exchange Floor.

11. Members shall accompany guests in the Member's cafeteria.

12. No guests may be allowed on the Exchange Floor more than five times in one month.

13. A member who has leased out his or her only membership(s) and who has been a member for at least 25 years is eligible to bring guests on the trading floor in accordance with these guidelines.

14. Members who violate and/or allow their guest(s) to violate any of these guidelines may be denied visitor's privileges for a period of up to six months and/or fined appropriately.

(08/01/04)

APPENDIX 3B - INSTRUCTIONS FOR FLOOR CLERK ACCESS TO
THE FLOOR OF THE BOARD OF TRADE OF THE CITY OF CHICAGO

Please be advised that access to the Floor of the Board of Trade of the City of Chicago (hereinafter referred to as the Exchange) is a right of membership. Associate Members and GIM, IDEM and COM Membership Interest Holders have floor access rights only with respect to specified contracts (See Rules 211.00, 291.00, 292.00 and 293.00). Any and all access by non-members is solely a privilege extended by the membership for the strictly limited purposes outlined below. Any violation of any of these instructions shall be just cause for the revocation of the privilege.

Functions and Responsibilities of Floor Clerks on the Exchange Floor:

A. Floor Clerks and Trainee-Floor Clerks may perform only the following duties and no others while on the Floor of the Exchange:

1. Receive messages (including trading cards and written orders) from their employers or members representing such employers;

2. Deliver said messages (including trading cards and written orders) and communicate orders to the pit from their position or communication instrument by use of hand signals or verbal communication;

3. Write broker's cards from endorsed orders, endorse orders from broker's cards and write the brokers' acronym on the broker's order, during trading hours on the Exchange Floor and for a reasonable period of time thereafter;

4. Operate order processing terminals;

5. Receive and write up orders from, and report order status to, their employers and their employers' duly registered Associated Persons, Introducing Brokers, proprietary traders and customers with respect to commodities traded on the Floor;

6. Communicate information of any nature directly to an individual Member, provided that the information communicated may only concern a contract which is within that individual Member's membership category;

7. Communicate information of any nature to a trader who is trading for the proprietary account of the clerk's member firm employer or for the proprietary account of a firm which has one of the following relationships to the clerk's member firm employer:

- 100% parent firm;

- Wholly owned subsidiary; or

- Affiliate through a common 100% parent firm;

8. Provide market information (not the clerk's own personal opinion) regarding activities on the Floor to any of the following:

- duly registered Associated Persons of the clerk's member firm employer;

- duly registered Introducing Brokers of the clerk's member firm employer; and

- established customers of the clerk's member firm employer;

For the purposes of this section 8., an "established customer" shall be defined as an individual or entity which has an open and active trading account with the clerk's member firm employer.

A clerk may initiate contact with any of the foregoing to provide market information provided that the clerk expresses no personal opinion regarding market direction or specific trades.

A clerk may relay the opinions of a member or of the clerk's member firm employer with the prior approval of such member or member firm employer to any of the following:

- duly registered Associated Persons of the clerk's member firm employer;

- duly registered Introducing Brokers of the clerk's member firm employer; and

- established customers of the clerk's member firm employer.

9. Initiate contact with a customer of the clerk's member firm employer to report the status of that customer's order;

Floor Clerks and Trainee-Floor Clerks may not, while on the Floor of the Exchange, perform any other duties except those explicitly prescribed above. The following Exchange Floor activities are permissible only for members and only with respect to the contracts in which they have membership privileges. The following activities are prohibited for Floor Clerks and Trainee Floor Clerks:

1. Soliciting customer business;

2. Trading for their own accounts or having any interest in a trading account, except as prescribed in Regulation 301.05;

3. Being an RCR or an Associated Person, a Commodity Pool Operator or a Commodity Trading Advisor under the Commodity Exchange Act.

4. Initiating orders or trades of any sort, including arbitrage;

5. Exercising discretion of any sort with respect to any order, including arbitrage;

6. Loitering by or in the trading pits;

7. Being compensated on a commission or per contract basis.

B. Trade Checkers (only) may perform only the following duty and no others while on the Floor of the Exchange.

1. Check and reconcile trades of, for, and on behalf of their member firm employers. Absent extraordinary circumstances, the Floor Governors Committee would expect such Trade Checkers to be off the Floor of the Exchange by 10:30 a.m.

This 10:30 a.m. limitation does not apply to floor clerks who are employed by individual members.

Trade Checkers may not, while on the Floor of the Exchange, perform any other duties except that explicitly prescribed above. The following is a list of the most common abuses of the Trade Checker privilege:

1. Loitering by or in the trading pits or congregating in unassigned areas;

2. Communicating in any manner with members or member firms;

3. Entering verbal orders with members or member firms;

4. Trading for their own accounts;

5. Being or acting in any other capacity, including chartist, with a member or member firm;

6. Being an RCR or Associated Person under the Commodity Exchange Act, as amended by the Commodity Futures Trading Commission Act of 1974.

C. Personnel

1. Emergency Personnel - See Floor Clerks and Trainee-Floor Clerks (Paragraph A above);

2. Summer Personnel - See Floor Clerks and Trainee-Floor Clerks (Paragraph A above);

D. Registered Commodity Representatives (RCRs) and Applicant Observers may perform only the following duty and no other while on the Floor of the Exchange:

1. Observe the various floor activities of the members and other privileged non-members who have been allowed access to the Floor. Such observation shall be limited to a period of two weeks (ten market days).

RCR Observers and Applicant Observers may not, while on the Floor of the Exchange, perform any other duties except that explicitly prescribed above. The following are the areas most prone to abuse and which the RCR Observer and Applicant Observer must be especially aware of:

1. Loitering by or in the Trading pits or congregating in unassigned areas;

2. Answering phones;

3. Placing verbal orders with members of member firms;

4. Writing orders;

5. Trading for their own accounts;

6. Being or acting in any other capacity, including chartist, with a member or member firm.

E. The Floor Conduct Committee has established a special broker assistant badge, in addition to a regular floor clerk badge, and has set up the following guidelines to be used in issuing this special badge.

A broker assistant badge will only be issued for the following purposes:

- a broker having a high volume of orders and who needs an assistant to hold and sort the orders;

- Consistent with these duties, a broker assistant also may communicate market information by means of hand signals and verbal communication.

A badge will not be issued if used for the following reasons:

- card counting - if a floor clerk is a card counter, he/she must quickly enter and take the cards and count them outside of the pit and;

- Information - a floor clerk who obtains information about other brokers or another commodity.

Please keep in mind that the abuses of the floor clerk badge will still be upheld for those issued a broker assistant badge, as follows:

1. Loitering by or in the trading pits or congregating in unassigned areas.

2. Not properly displaying their assigned floor badges.

3. Trading for their own accounts.

4. Being or acting in any other capacity, including chartist, with a member or member firm. A limited exception to this provision applies, only with respect to agricultural markets, as follows. Clearing firms may arrange with floor brokers to place clearing firm floor clerks in pits to perform broker assistant responsibilities for such floor brokers when conditions of high volume/high volatility occur. Such arrangements must be registered with the Exchange as prescribed by the Exchange. Under these arrangements, clearing firms will continue to be responsible for these clerks' supervision and compensation. When conditions of high volume/high volatility are not present, such clerks will return to their normal duties on behalf of their clearing firm employers.

5. Being an Associated Person under the Commodity Exchange Act, as amended by the Commodity Futures Trading Commission Act of 1974.

The committee advises members that the Board of Directors gave fining authority to the Floor Conduct Committee of up to $500 for conduct violations of Floor Employees of Members. The fining authority begins December 21, 1981.

Your cooperation in this matter would be greatly appreciated.

F. The Exchange has established guidelines regarding the use of headsets in the Trading Pits:

1. Brokers' Assistants and Floor Clerks with headset privileges shall be subject to all applicable CBOT Rules and Regulations, including Rule 301.00; Regulations 301.01, 301.05 and 310.01; and this Appendix. In addition, members who either sponsor or employ an individual utilizing a headset are responsible for ensuring that the sponsored or employed individual complies with the Exchange's Headset Policy.

2. All members and member firms are eligible to receive authorization to utilize headsets. The authority to govern the administration of the use of headsets (including who has authorization and where an authorized individual may utilize the headset apparatus) rests with the Floor Committee. The Floor Committee should establish fair and equitable guidelines for

administering the use of headsets, and when administering its guidelines, the Floor Committee should consult with the relevant Pit Committee. The Floor Committee shall not arbitrarily deny any member or member firm the use of a headset.

3. Headsets may be worn by Brokers' Assistants, Floor Clerks, and Members who have been authorized by the Floor Committee. "Brokers' Assistants" and "Floor Clerks" as used in preceding sentence may include members and membership interest holders who do not have membership privileges in the contract for which the headset is being utilized.

4. A Broker's Assistant or Floor Clerk wearing a headset may communicate order information and fill information but may not communicate his or her personal opinion regarding activities in the trading pit including, but not limited to, interpretations of technical or fundamental market factors or perspective with respect to member trading sentiment or trading bias. Any other information may be communicated via a headset if the information has been conveyed to the headset operator directly by a member (providing that the member conveying the information has trading privileges in the relevant underlying market). In addition, Brokers' Assistants and Floor Clerks wearing headsets may communicate via a headset any market information that is clearly within the respective pit's "public domain". In other words, individuals who are wearing headsets may communicate any market information that has been "publicly" exposed to the respective trading pits. The member sponsor or member employer of the individual wearing the headset is responsible for the content and nature of any headset communications.

Only members on the floor may communicate with non-members located off the floor for the purposes of communicating or receiving market news and personal opinion regarding interpretations of technical or fundamental market factors or perspective with respect to a member's trading sentiment or trading bias. This level of communication is restricted to members with trading privileges in the respective contract who are located on the floor communicating with other members or non-members located either on or off of the trading floor.

5. Headsets may communicate between trading pits and from pit to Exchange floor booth spaces in any CBOT(R) trading room. This includes COM Membership Interest Holders communicating with a floor broker or the floor broker's broker assistant in a futures pit for the purposes of entering futures orders.

Direct communication via headsets located in or around the Exchange's trading pits to and from off-site locations is only allowed provided the individual assigned to a headset adheres to the following requirements when communicating with any individual off the Exchange floor:

- Headset communications shall be permissible between the DowSM pits and the floors of other exchanges which trade equity-related products.

- An individual member located outside a trading pit (e.g., at a floor booth or in an off-site office) may communicate via headset with a member or clerk in or around a trading pit provided that the individual member has trading privileges in the contract which is traded in the pit which the individual accesses.

- Members off the floor can enter orders via headsets for their customer, proprietary and personal accounts provided they have trading privileges in the respective contract.

- Members off the floor utilizing headsets for the purposes of entering customer orders directly into the pit must comply with Exchange audit trail regulations previously mandated by the CFTC which require that customer orders be: recorded on member firm floor order tickets; contain the account identification of the customer; contain an exchange designated time stamp upon receipt and upon confirmation of an execution. The Exchange provides a telephonic link between the booth and the pit to allow for a floor broker to communicate directly with a member who is located off the floor, while simultaneously allowing personnel at the member firm's booth to record the required audit trail information.

- Floor brokers who utilize headsets in conjunction with an electronic order routing/endorsement system are not required to maintain a booth to pit link provided that customer orders are entered electronically and the order entry system provides the requisite audit trail.

- Floor brokers receiving orders from another member not present on the Exchange Floor may record such trades on their trading cards in lieu of obtaining an order ticket. However, the executing member must record the order instructions, account designation, and execution time on the member's order.

- Only Members located on the floor may communicate with non-members located off the floor for the purpose of placing orders for the member's personal trading account or the member firm's proprietary account in CBOT contracts and non-CBOT markets.

- Members or members' broker assistants located on the floor may communicate with non-members located off of the trading floor to accept orders or instructions to change orders from the non-member for agricultural and financial futures and options contracts. The requisite audit trail requirements must be met utilizing the booth to pit link unless the FCM authorizes the executing floor broker to accept the non-member's order without the booth to pit link. Under such authorization of the FCM, the executing floor broker is responsible for meeting all audit trail requirements including: recording customer orders on member firm floor order tickets; recording the account identifier of the customer; and time stamping the customer order upon receipt and upon confirmation of an execution.

  Member firms may also permit member or non-member employees (including APs) located off the floor to communicate orders for its proprietary or customer accounts directly to a floor broker or his broker assistant without requiring the booth to pit link upon the member firm's sole discretion. Under this provision, the floor broker would be responsible for capturing the required audit trail information.

6. Any and all headset communications must be voice recorded by the member or member firm authorized to use the headset(s). Members and member firms are permitted to utilize their own recording devices, providing that the devices meet reasonable standards with respect to quality and reliability, or members and member firms may utilize an Exchange administered voice recording system for a fee to be paid to the Exchange by the member or member firm utilizing the Exchange's system.

7. For reasons relating to the general safety and space concerns that arise out of the use of wired headsets, the Floor Committee is encouraged to facilitate, as the development of technology permits, a movement to a wireless headset only environment.

8. Authorization to use a headset does not entitle the authorized individual to a particular spot or site within a pit. In addition, Floor Clerks utilizing headsets may not loiter in the trading pits and must exit the trading pits when they are not conducting business. (06/01/01)

APPENDIX 3C - DRESS CODE

APPENDIX 3-C - DRESS CODE

Members and member firms must make every effort to ensure that their employees and guests conform to the Chicago Board of Trade's Dress Code, as hereafter defined. The Dress Code is designed to provide a safe and businesslike atmosphere on the trading floor for all members and employees; an individual may be refused access to the trading floor for violating the Dress Code. Members and Member firms are subject to fines and/or other disciplinary measures imposed by the Floor Conduct Committee for individual violations of the dress code and violations of the dress code by their employees.

The Chicago Board of Trade Dress Code requires "Business Dress Attire" to be worn at all times on the trading floor-not only during trading hours. "Business Dress Attire" is defined as conventional and businesslike attire which is neat, clean and presentable; does not pose a safety hazard or distraction to the wearer or others; and that which conforms to the following provisions:

A) Jackets (Suit Coat, Blazer or a Trading Jacket as prescribed by the Association) must be worn on the trading floor by Members and employees at all times. No trading jackets from other Exchanges are allowed on the floor. Guests may not wear trading jackets on the Exchange floor during trading hours. The display of patches or buttons with crude or offensive slogans is prohibited.

B) Badges, as prescribed by the Association, designating Member trading and access rights and non-member affiliation and access rights must be worn at all times. Badges must be worn in plain view, on the upper front of the jacket (not inside pockets or attached to lower pockets.) Badges from other Exchanges are prohibited. The wearing of out-dated, unauthorized or lapsed membership badges from the Exchange is prohibited. Badges must not be defaced, altered, or affixed with stickers or pictures not approved by the Association.

C) Men must wear ties (bow ties or neckties) at all times on the trading floor, with the exception of days when there is an early close for any part of the Exchange. Ties must be in good condition, knotted in a conventional manner, and drawn up to at least the second button from the collar. Collared shirts that can be worn with a tie must be worn at all times on the trading floor and must be neat, presentable and businesslike. Shirts must be clean, neat, presentable, tucked in and buttoned up to at least the second button from the collar. Golf-type shirts are permitted. Turtleneck sweaters for men are not allowed. Crewneck sweaters worn over a collared shirt are permitted if a necktie is visible; a trading jacket must also be worn. Shirts with offensive, crude or distracting slogans or pictures are prohibited. Pants or slacks must be neat, presentable and businesslike. Work pants, athletic pants and blue jeans are prohibited.

D) Women must wear pants, skirts or dresses that are neat, presentable, and businesslike. Skirts may be no shorter than two inches above the knee and must be significantly longer than the trading coat. Full, generously cut, businesslike split skirts may be worn. Shirts, blouses, sweaters or other tops must be neat, presentable, and businesslike. Shirts with offensive, crude or distracting slogans or pictures are prohibited. Work pants, athletic pants and blue jeans are prohibited. Attire should not expose the body in an inappropriate manner (e.g. bare midriffs, backs or thighs.)

E) Shoes must be worn at all times. Shoes must neither be of a design nor worn in a manner which presents a safety hazard. Slippers and sandals with no backs are prohibited. Women may wear slingback or open-toe sandals that are businesslike. High platform shoes or high heeled shoes or boots with soles and/or heels greater than three inches are not permitted. Athletic shoes are permitted. Shoes must be in neat condition and must be tied or fastened at all times.

F) Shirts: T-Shirts, sweatshirts, athletic jerseys, hooded shirts, flannel shirts, hospital scrubs and shirts bearing messages, advertisements, pictures or slogans are prohibited. Attire should not expose the body in a manner inappropriate for business (e.g. bare midriffs, chests, or backs.)

G) Pants: The following are all prohibited: blue jeans, stone washed jeans, bib overalls, fatigues, tie dyes, shorts of any kind, tightly fitting stretch pants, spandex pants, bicycling pants, painter pants, sweat pants, athletic/exercise pants, pants with elastic at the ankles, tights worn in lieu of pants, pants with slogans, advertisements, or work loops, and any pants shorter than 2 inches above the ankle.

H) Piercing & Jewelry: Jewelry may not be worn if it presents a safety hazard to the wearer or others.

I) Miscellaneous: All headgear or head coverings are prohibited, except for religious reasons. Sunglasses are prohibited unless they have prescription lenses.

In Summary: All dirty, frayed, faded, torn, badly wrinkled, revealing or unbusinesslike clothing is prohibited. All clothing intended for athletic activity or appropriate for manual labor is prohibited. Attire, worn by members, employees or their guests, which exposes the body in a manner inappropriate for a business atmosphere is prohibited from the trading floor at all times.

While the foregoing is comprehensive and employers and security staff shall enforce the dress code as defined above, they are not limited to the specific examples given. 02/01/02

APPENDIX 3D

CBOT(R) Contract Symbols/Trading Hours

Commodity	Open Auction Ticker Symbol	Open Auction Trading Times (CT)	Electronic Ticker Symbol	Electronic Trading Times (CT)
Agricultural Futures				
Corn	C	9:30am - l:15pm	ZC	7:30pm-6:00am
Oats	O	9:30am - 1:15pm	ZO	7:33pm-6:00am
Rough Rice	RR	9:15am - 1:30pm	ZR	7:33pm-6:00am
Soybean Meal	SM	9:30am - 1:l5pm	ZM	7:31pm-6:00am
Soybean Oil	BO	9:30am - 1:15pm	ZL	7:31pm-6:00am
Soybeans	S	9:30am - l:15pm	ZS	7:31pm-6:00am
Wheat	W	9:30am - 1:15pm	ZW	7:32pm-6:00am
mini-sized Corn	YC	9:30am - 1:45pm	N/A	N/A
mini-sized Soybeans	YK	9:30am - 1:45pm	N/A	N/A
mini-sized Wheat	YW	9:30am - 1:45pm	N/A	N/A
Agricultural Options	(call/put)			
Corn	CY/PY	9:30am - 1:15pm	OZC	7:32pm-6:00am
Oats	OO/OV	9:30am - 1:15pm	OZO	7:35pm-6:OOam
Rough Rice	RRC/RRP	9:15am - l:30pm	OZR	7:35pm-6:00am
Soybean Meal	MY/MZ	9:30am - l:15pm	OZM	7:33pm-6:00am
Soybean Oil	OY/OZ	9:30am - 1:15pm	OZL	7:33pm-6:00am
Soybeans	CZ/PZ	9:30am - 1:15pm	OZS	7:33pm-6:00am
Wheat	WY/WZ	9:30am - 1:15pm	OZW	7:34pm-6:00am
Interest Rate Futures				
30 Yr U.S. Treasury Bonds	US	7:20am - 2:00pm	ZB	7:00pm-4:00pm
10 Yr U.S. Treasury Notes	TY	7:20am - 2:00pm	ZN	7:00pm-4:00pm
5 Yr U.S. Treasury Notes	FV	7:20am - 2:00pm	ZF	7:00pm-4:00pm
2 Yr U.S. Treasury Notes	TU	7:20am - 2:00pm	ZT	7:01pm-4:00pm
WI 2 Yr U.S. Treasury Notes	N/A	N/A	WI 2	7:01pm-4:00pm
10 Yr Interest Rate Swaps	NI	7:20am - 2:00pm	SR	7:03pm-4:00pm
5 Yr Interest Rate Swaps	NG	7:20am - 2:00pm	SA	7:03pm-4:00pm
30 Day Federal Funds	FF	7:20am - 2:00pm	ZQ	7:01pm-4:00pm
10 Yr Municipal Note Index	MB	7:20am - 2:00pm	ZU	7:04pm-4:00pm
mini-sized 30 Yr U.S. Treasury Bonds	N/A	N/A	YH	7:00pm-4:00pm
mini-sized 10 Yr U.S. Treasury Notes	N/A	N/A	YN	7:00pm-4:00pm
mini-sized Eurodollars	N/A	N/A	YE	7:00pm-4:00pm
Bund	N/A	N/A	GBC	1:00am-12noon
Bobl	N/A	N/A	GBM	1:00am-12noon
Schatz	N/A	N/A	GBS	1:00am-12noon
Interest Rate Options	(call/put)			
30 Yr U.S. Treasury Bonds	CG/PG	7:20am - 2:00pm	OZB	7:02pm-4:00pm
10 Yr U.S. Treasury Notes	TC/TP	7:20am - 2:00pm	OZN	7:02pm-4:00pm
5 Yr U.S. Treasury Notes	FL/FP	7:20am - 2:00pm	OZF	7:02am-4:00pm
2 Yr U.S. Treasury Notes	TUC/TUP	7:20am - 2:00pm	OZT	7:02am-4:00pm
10 Yr Interest Rate Swaps	NIC/NIP	7:20am - 2:00pm	OSR	7:05pm-4:00pm
5 Yr Interest Rate Swaps	NGC/NGP	7:20am - 2:00pm	OSA	7:05pm-4:00pm
30 Day Federal Funds	FFC/FFP	7:20am - 2:00pm	OZQ	7:02pn-4:00pm

APPENDIX 3D

Commodity	Open Auction Ticker Symbol	Open Auction Trading Times (CT)	Electronic Ticker Symbol	Electronic Trading Times (CT)
Eqiuity/Indez Futures				
- ----------				
mini-sized Dow(SM) ($5)	N/A	N/A	YM	7:15pm-4:00pm
Dow Jones Industrial Average(SM) ($10)	DJ	7:20am-3:15PM	ZD	7:15pm-7:00pm
Dow Jones-AIG Commodity Index(SM)	N/A	N/A	AI	8:15am-1:30pm
Equity/Indez Options	(call/put)			
- ----------				
Dow Jones Industrial Average(SM) ($10)	DJC/DJP	7:20am-3:15pm	OZD	7:17pm-7:00am
mini-sized Dow(SM)	N/A	N/A	OYM	7:17pm-4:00pm
Metal Futures				
- ----------				
100 OZ. Gold	N/A	N/A	ZG	7:16pm-4:00pm
mini-sized Gold	N/A	N/A	YG	7:16pm-4:00pm
5000 OZ. Silver	N/A	N/A	ZI	7:16pm-4:00pm
mini-sized Silver	N/A	N/A	YI	7:16pm-4:00pm

APPENDIX 3E - CONTRACT MONTH SYMBOLS

First Year Month Symbols

January -	F	April -	J	July -	N	October -	V
February -	G	May -	K	August -	Q	November -	X
March -	H	June -	M	September -	U	December -	Z

Second Year Month Symbols

January -	A	April -	D	July -	L	October -	R
February -	B	May -	E	August -	O	November -	S
March -	C	June -	I	September -	P	December -	T

Third Year Month Symbols

Same as first year symbols with the year noted.

APPENDIX 3G - GUIDELINES - BADGE VALIDATION AND RETURN

1. In each of the following circumstances, the referenced individual's membership floor access badge must be returned to the Member Services and Member Firm Staff Services ("Member Services") Department as indicated if the transaction involves the individual's only membership or all of his/her memberships:

   a. A membership seller within 30 days the effective date of the membership sale; (Membership sale proceeds will not be released to the seller unless the badge has been returned).

   b. A membership transferor within 30 days after the transfer has occurred.

   c. A membership delegator within 30 days after the effectiveness of the delegation agreement.

2. Each membership delegate must return the applicable delegate badge to the Member Services Department within 30 days after the delegation agreement's termination or expiration.

3. Upon the effective date of any Exchange suspension of membership privileges, the suspended individual must return his/her membership floor access badge to the Member Services Department within 30 days of the effective date of the suspension for the suspension's duration.

4. Upon the termination or expiration of any delegation agreement, the Exchange will delete the terminated delegate's identifying acronym from Exchange computer records after the delegate's 30-day grace period expires.

5. Only Exchange-issued badges will be permissible for floor access. Sewn-on badges will not be permissible.

6. No member, membership interest holder or delegate will be relieved of responsibility for returning the badge, even if lost, without specific approval of the Floor Conduct Committee.

   All cases involving lost membership floor access badges should be referred to the Member Services Department which shall have the authority to issue a replacement badge. Member Services will issue a replacement badge only to individuals with valid membership floor access privileges and who are current in their dues. Any problems or unusual circumstances involving a lost membership floor access badge will be referred to the Floor Conduct Committee.

   All cases involving lost floor clerk badges will be referred to the Co-Chairman or, in his absence, the Vice-Chairman of the Floor Conduct Committee. No floor clerk will be issued a replacement badge or be relieved of responsibility for returning the badge without specific approval of the Co-Chairman or, in his absence, the Vice Chairman of the Floor Conduct Committee.

7. Floor clerk badge applicants must present acceptable identification when filing their applications. Exchange staff will verify member's co-signatures on floor clerk badge applications and will process such applications in no less than 24 hours after receipt.

APPENDIX 4A

EXCHANGE TRANSACTION FEE SCHEDULE

	Account Type (See notes for details)	Platform	U.S. and German Debt First 25k	U.S. and German Debt Over 25k	Other Financial Products First 25k	Other Financial Products Over 25k	Commodity Products First 25k	Commodity Products Over 25k
1	One member trading for a member-owned account on an individual or firm-owned seat	Open Auction	$0.05	$0.05	$0.05	$0.05	$0.05	$0.05
		e-cbot	$0.00	$0.00	$0.10	$0.05	$0.10	$0.05
			First 100k	Over 100k	First 100k	Over 100k	First 100k	Over 100k
2	Non-member trading for an individual member's or member-firm's proprietary account	Open Auction	$0.06	$0.05	$0.06	$0.05	$0.06	$0.05
		e-cbot	$0.06	$0.06	$0.30	$0.20	$0.30	$0.20
3	Non-Member's Account – Futures Contracts	Open Auction	$0.30	$0.30	$0.30	$0.30	$0.60	$0.50
		e-cbot	$0.30	$0.30	$0.90	$0.75	$1.50	$1.50
	Options Contracts	Open Auction	$0.50	$0.40	$0.50	$0.40	$0.60	$0.50
		e-cbot	$0.50	$0.50	$0.90	$0.75	$1.50	$1.50

EXCHANGE TRANSACTION FEE SURCHARGES

Delegates or e-cbot only Member firms	$0.15
Exchange for Physical/Swaps - U.S. and German Debt Contracts	$0.25
Exchange for Physical - Agricultural Contracts	$0.50
Wholesale Transactions for Swap or Agency Futures	$0.50
Exchange for Physical/Swaps - Other Financial Contracts	$1.00
Exchanges for Risk	$1.00

Note: Surcharges are levied on applicable transactions in addition to standard, mini-sized, and non-trade exchange transaction fees.

EXCHANGE MINI-SIZED CONTRACT FEES

Contract	Member	Non-Member
$5 Dow	$0.05	$0.75
Gold & Silver	$0.05	$0.50
Interest Rate	$0.15	$0.50
Agricultural	$0.02	$0 25

Note: Exchange transaction fees for mini-sized contracts. Fee surcharges also apply to these fees.

CLEARING DIVISION FEE SCHEDULE

Contracts Cleared (including give-up executions, give-up claims, transfers, EFP's and misclears)	$0.05
Wholesale Transactions for Swap or Agency Futures	$0.05
Expired Options	$0.05
Option Exercises and Assignments	$0.05
Position Adjustments or Transfers	$0.05
Futures from Option Exercise or Assignment	$0.05
Futures Delivered or Cash Settled	$0.05

EXCHANGE NON-TRADE TRANSACTION FEES

	Member	Non-Member
Non-Trades	$0.05	$0.50

Note: Non-trade fees are exchange transaction fees for exercises, deliveries, assignments and expirations. Fee surcharges also apply to these fees.

General Notes

Fee Level 1 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, and Proprietary Accounts of Category (1a), (1b), (2a), (2b) and (2c) Member Firms as defined in Reg. 230.02 and their affiliates as defined in Reg. 450.02D. Trades must be both initiated and executed by the member or by the delegate, subject to the delegate surcharge. The delegate surcharge does not apply to delegates both initiating and executing trades per Reg. 450.02C on behalf of the proprietary accounts of the member firms listed above.

Fee Level 2 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, Proprietary Accounts of Category (1a), (1b), (2a), (2b), (2c), and (3) Member firms as defined in Reg. 230.02 and their affiliates as applicable and as defined in Reg. 450.02D. Affiliates qualified using a leased membership pay level 2 fees plus the delegate surcharge. Member accounts where the trade is not initiated and/or executed by a member must also comply with Reg. 450.02C.

e-cbot only Member Firms - Proprietary Accounts of Category (4) Member Firms as defined in Reg. 230.02 pay level 2 fees plus the delegate surcharge for full-sized contracts and Member fees plus the delegate surcharge for mini-sized contracts.

Volume Discounts - The discounted rate applies to all traded contracts in excess of 25,000 per month per individual member or per delegate for Fee Level 1 and in excess of 100,000 per month per member firm or per non-member for Fee levels 2 and 3. Volumes are aggregated separately for open auction and e-cbot and within a product complex (U.S. and German Debt, Other Financial, or Commodity). Only full-sized contracts are eligible for the discount.

MACE Permit Holders - Exchange transaction fee for rough rice and mini-sized agricultural contracts is $0.10. (06/01/04)

Appendix 4A

Exchange Transaction Fee Schedule

	Account Type (See Notes for Details)	Platform	U.S. and German Debt First 25k	U.S. and German Debt Over 25k	Other Financial Products First 25k	Other Financial Products Over 25k	Commodity Products First 25k	Commodity Products Over 25k
1	One member trading for a member-owned account on an individual or firm-owned seat	Open Auction	$0.05	$0.05	$0.05	$0.05	$0.05	$0.05
		e-cbot	$0.00	$0.00	$0.10	$0.05	$0.10	$0.05
			First 100k	Over 100k	First 100k	Over 100k	First 100k	Over 100k
2	Non-member trading for an individual member's or member-firm's proprietary account	Open Auction	$0.06	$0.05	$0.06	$0.05	$0.06	$0.05
		e-cbot	$0.06	$0.06	$0.30	$0.20	$0.30	$0.20
3	Non-member's Account	Futures Contracts						
		Open Auction	$0.30	$0.30	$0.30	$0.30	$0.60	$0.50
		e-cbot	$0.30	$0.30	$0.90	$0.75	$1.50	$1.50
		Options Contracts						
		Open Auction	$0.50	$0.40	$0.50	$0.40	$0.60	$0.50
		e-cbot	$0.50	$0.50	$0.90	$0.75	$1.50	$1.50

Exchange Transaction Fee Surcharges

Delegates or e-cbot only Member Firms	$0.15
Exchanges for Physical/Swaps - U.S. and German Debt Contracts	$0.25
Exchanges for Physical - Agricultural Contracts	$0.50
Wholesale Transactions for Swap or Agency Futures	$0.50
Exchange for Physical/Swaps - Other Financial Contracts	$1.00
Exchange for Risk	$1.00

Note: Surchages are levied on applicable transactions in addition to standard, mini-sized, and non-trade exchange transaction fees.

Clearing Division Fee Schedule

Contracts Cleared (including give-up executions, give-up claims, transfers, EFP's and misclears)	$0.05
Wholesale Transactions for Swap or Agency Futures	$0.05
Expired Options	$0.05
Option Exercises and Assignments	$0.05
Position Adjustment or Transfers	$0.05
Futures from Option Exercise or Assignment	$0.05
Futures Delivered or Cash Settled	$0.05

Exchange Fees for mini-sized Contracts

Contract	Member	Non-Member
$5 Dow	$0.05	$0.75
Gold & Silver	$0.05	$0.50
Interest Rate	$0.15	$0.50
Agricultural	$0.02	$0.25

Note: Exchange transaction fees for mini-sized contracts. Fee surcharges also apply to these fees.

Exchange Fees for Non-Trade Transactions		
	Member	Non-Member
Non-Trades	$0.05	$0.50

Note: Non-trade fees are exchange transaction fees for exercises, deliveries, assignments and expirations. Fee surcharges also apply to these fees.

General Notes

Fee Level 1 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, and Proprietary Accounts of Category (1)a), (1b), (2a), (2b) and (2c) Member Firms as defined in Reg. 230.02 and their affiliates as defined in Reg. 450.02D. Trades must be both initiated and executed by the member or by the delegate, subject to the delegate surcharge. The delegate surcharge does not apply to delegates both initiating and executing trades per Reg. 450.02C on behalf of the proprietary accounts of the member firms listed above.

Fee Level 2 Accounts - For the purposes of this chart, member accounts include: Individual Members, Membership Interest Holders, Proprietary Accounts of Category (1a), (1b), (2a), (2b), (2c), and (3) Member firms as defined in Reg. 230.02 and their affiliates as applicable and as defined in Reg. 450.02D. Affiliates qualified using a leased membership pay Level 2 fees plus the delegate surcharge. Member accounts where the trade is not initiated and/or executed by a member must also comply with Reg. 450.02C.

e-cbot only Member Firms - Proprietary Accounts of Category (4) Member Firms as defined in Reg. 230.02 pay Level 2 fees plus the delegate surcharge for full-sized contracts and Member fees plus the delegate surcharge for mini-sized contracts.

Volume Discounts - The discounted rate applies to all traded contracts in excess of 25,000 per month per individual member or per delegate for Fee Level 1 and in excess of 100,000 per month per member firm or per non-member for Fee Levels 2 and 3. Volumes are aggregated separately for open auction and e-cbot and within a product complex (U.S. and German Debt, Other Financial, or Commodity). Only full-sized contracts are eligible for the discount.

MACE Permit Holders - Exchange transaction fee for rough rice and mini-sized agricultural contracts is $0.10. (06/01/04)

PROCEDURES FOR RELIEF REQUESTS/FINANCIAL REQUIREMENTS

Procedures for Relief Requests Under CBOT Regulation 285.05 Financial Requirements and Related CFTC Regulations

A member FCM that has filed any relief request with the Exchange need not file such request with the CFTC. The Exchange will promptly advise the CFTC of the request and use its best efforts to provide the CFTC with all pertinent information available to the Exchange. "Relief request" means a request--

1. under CFTC Regulation 1.17(d) for exemption from the minimum debt/equity ratio;

2. under CFTC Regulation 1.17(e) to withdraw equity capital;

3. under CFTC Regulation 1.17(f)(2)(ii) for approval of consolidation;

4. under CFTC Regulation 1.17(f)(1)(v)(B) for approval of terms in a secured demand note relating to conditions for the making of a demand;

5. under CFTC Regulation 1.17(h)(2)(vii) to prepayment of subordinated borrowings;

6. under CFTC Regulation 1.17(h)(4) for approval of emergency subordination;

7. under CFTC Regulation 1.10(e) approval of a change in fiscal-year election; or

8. under CFTC Regulation 1.10(f) and Section 1.16(f) for a filing extension.

Appendix 4C

APPENDIX 4E - MINIMUM FINANCIAL REQUIREMENTS FOR AGRICULTURAL REGULARITY

The minimum financial requirements for firms which are regular to deliver agricultural products are:

1. Working Capital - (current assets less current liabilities) must be greater than or equal to $2,000,000. Firms which do not have $2,000,000 in Working Capital must deposit with the Exchange $5,000 per contract which it is regular to deliver, up to a maximum of $2,000,000, less SEC haircuts, as specified in SEC Rule 15c3-1(c)(2)(vi), (vii) and (viii) plus 3% in the event of liquidation;

2. New Worth - (Total assets less total liabilities) divided by the firm's allowable capacity (measured in contracts) must be greater than $5,000; The net worth of a firm regular to deliver corn or soybeans must be greater than or equal to $5,000,000. The operator of a shipping station issuing corn or soybean shipping certificates may only issue new shipping certificates when the total value of all outstanding shipping certificates and the new shipping certificates, at the time of issuance of the new shipping certificates, does not exceed 50% of net worth;

3. Each firm which is regular to deliver agricultural products is required to file a yearly certified financial statement within 90 days of the firm's year-end. Each such firm is also required to file within 45 days of the statement date an unaudited semi-annual financial statement. However, each operator of a shipping station issuing corn or soybean shipping certificates is required to file within 45 days of the statement dates unaudited quarterly financial statements for each of the three quarters which do not end on such firm's year-end. In addition, the Exchange may request additional financial information as it deems appropriate;

4. A Letter of Attestation must accompany all unaudited financial statements. The Letter of Attestation must be signed by the Chief Financial Officer or if there is none, a general partner, executive officer, or managerial employee who has the authority to sign financial statements on behalf of the firm and to attest to their correctness and completeness.

5. For the requirements for notification of capital reductions, see Regulation 285.03.

6. Any change in the organizational structure of a firm that is regular for delivery requires that the firm notify the Exchange prior to such change. Changes in organizational structure shall include, but not be limited to, a corporation, limited liability company, general partnership, limited partnership or sole proprietorship that changes to another form. Prior to any such change occurring, the firm is also required to notify the Exchange in writing of any name change.

APPENDIX 4F

LETTER OF CREDIT STANDARDS

For Corn and Soybeans Only

CBOT Regulation 1081.01 requires, as a condition for regularity, that issuers of shipping certificates for certain commodities must file a bond and or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require.

1. The regular firm is required to secure a letter of credit, naming the Chicago Board of Trade as its beneficiary, for 100% of the current market value of the shipping certificates issued.

2. The regular firm is required to monitor the value of the outstanding certificates issued using the futures spot month settlement price. Whenever the amount of the letter of credit falls below 80% of the current market value for certificates issued, the regular firm must increase the amount of the letter of credit, or obtain a new letter of credit, for an amount equal to 100% of the current market value of outstanding certificates, by 5:OO p.m. (Central Time) on the first business day following the relevant futures settlement.

3. Prior to additional shipping certificates being issued, the regular firm must increase the amount of the letter of credit, or secure a new letter of credit, for 100% of the current market value of all shipping certificates which are outstanding as well as all shipping certificates which will be issued.

4. The Exchange will accept letters of credit only from banks with a Moody's Investor Service counter party credit rating of A or above or a Standard and Poor's short-term counter party rating not lower than A-2.

5. The letter of credit must be irrevocable, it must provide for payment within the time specified by the Exchange, and it must be able to be drawn upon unconditionally.

6. The letter of credit must be in the form approved by the Exchange.

7. The expiration date of a letter of credit may not occur during any relevant futures delivery cycle.

APPENDIX 4G

LETTER OF CREDIT STANDARDS

For Agricultural Products except Corn and Soybeans

CBOT Regulation 1081.01, and amended Regulations 1181.01, 1291.01, and 3704.01 require, as a condition for regularity, that Warehousemen must "file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require."

The following is a list of the recommended conditions with respect to a firm obtaining a letter of credit to meet the financial requirements of regularity:

a. The regular firm is required to secure a letter of credit, naming the Chicago Board of Trade as its beneficiary, for such sum and subject to such conditions the Exchange may require.

b. The Exchange will accept letters of credit only from banks with a Moody's Investors Service counterparty credit rating of A or above or a Standard and Poor's short-term counterparty rating not lower than A-2.

c. The letter of credit must be irrevocable, must provide for payment within the time specified by the Exchange, and must be able to be drawn upon unconditionally.

d. The letter of credit must be in the form approved by the Exchange.

e. The expiration date of a letter of credit may not occur during any relevant futures delivery cycle.

APPENDIX 4H

BOND STANDARDS

For Agricultural Products except Corn and Soybeans

CBOT Regulations 1081.01, 1181.01, 1291.01, and 3704.01 require, as a condition for regularity, that Warehousemen must "file a bond and/or designated letter of credit with sufficient sureties in such sum and subject to such conditions as the Exchange may require."

The following is a list of the required conditions with respect to the bond that a Warehouseman must obtain to meet the financial requirements of regularity*:

a. The Warehouseman is required to secure a bond naming the Chicago Board of Trade as its beneficiary for such sum and subject to such conditions as the Exchange may require.

b. The bond must be in the form approved by the Exchange.

c. The Exchange will accept bonds only from insurance companies that have been rated by one of the following rating agencies: AM Best, Standard & Poor's, or Moody's Investors Service. The following are the minimum credit ratings that are acceptable.

1. AM Best: B++

2. Standard & Poor's: A-

3. Moody's Investor Service: A3

* The Exchange will continue to accept USDA bonds in order for Warehousemen to meet the bonding requirements for Wheat, Oats and Rice. If the amount specified in the USDA bond does not meet the Exchange's requirement, an additional bond must be issued for the amount that is not covered by the USDA bond. The additional bond must meet the requirements specified in a. through c.

APPENDIX 6A - FEE SCHEDULE: Member Claims

Amount of Claim	
$2,500 or less	$150.00
More than $2,500	$250.00
Stenographic Fees*	
For attendance at a meeting:	
2-1/2 hour minimum	$ 50.00
Per Hour	$ 20.00
Per Half Hour	$ 10.00
For transcript:	
Original per page	$ 2.00/page
Carbon per page	$ .90/page
Original per page (Daily copy)	$ 2.60/page
Carbon per page (Daily copy)	$ .90/page

*Only for oral hearings.

APPENDIX 6B - FEE SCHEDULE: Customer and Non-Member Claims

Amount of Claim	
$2,500 or less	$150.00
More than $2,500	$350.00

Unassociated Arbitrators*

$50 per unassociated arbitrator per hearing** for claims heard pursuant to Regulation 630.12 [$2,500 or less] [minimum charge of $150].

$100 per unassociated arbitrator per hearing date** for claims heard pursuant to Regulation 630.08 [more than $2,500] [minimum charge of $300].***

Stenographic Fees*	
For attendance at a meeting:	
2-1/2 hour minimum	$ 50.00
Per Hour	$ 20.00
Per Half Hour	$ 10.00
For transcript:	
Original per page	$ 2.00/page
Carbon per page	$ .90/page
Original per page (Daily copy)	$ 2.60/page
Carbon per page (Daily copy)	$ .90/page

* Optional

** Hearings are normally scheduled for 2:15 p.m. and seldom last more than 2-1/2 hours. If a hearing lasts in excess of 2-1/2 hours, requires an additional hearing date, or is continued on less than 24 hours' notice to the Administrator, fees will be charged for an additional hearing date.

*** These direct incremental costs attendant upon the provision of unassociated arbitrators will be paid by the member in cases involving customer claims regardless of the outcome of the arbitration unless the arbitrators decide that the customer has acted in bad faith in initiating, or participating in, the arbitration proceeding. Such incremental costs shall be allocated between the parties in the arbitrators' discretion in cases involving non-member claims.

*APPENDIX 9B-1

LIFFE CORE NETWORK ACCEPTABLE USE POLICY

1. Permitted Purpose

Except as otherwise agreed by LIFFE, those Persons authorized to use the Core Network in relation to the CBOT Electronic Exchange ("Users") shall use the Core Network solely for purposes of participating in, accessing or obtaining information from the CBOT Electronic Exchange via an Interface with the Equipment.

2. Compliance with Laws

Users shall use the Core Network in accordance with all applicable laws and regulation is and any additional reasonable requirements as LIFFE may deem necessary to protect the Core Network. Without limiting the foregoing, Users shall not use, transmit, distribute or store via the Core Network any data, information or other material ("Data") which (i) infringes or otherwise violates any copyright, trademark, trade secret or other intellectual property of any individual or entity; (ii) is pornographic, obscene, or exploitative of a minor; (iii) is menacing, malicious, illegally threatening or defamatory; or (iv) violates export laws or otherwise violates any applicable treaty, law or regulation.

3. Harmful Activities

Users shall not use the Core Network to transmit, distribute or store any Data or undertake any other activities that may be harmful to or otherwise interfere with (i) the Core Network or the use thereof by any other User or other authorized user of the Core Network, or (ii) any system, network or equipment of LIFFE or any third party, including: (i) intercepting or attempting to intercept Data or other transmissions passing over the Core Network; (ii) forwarding chain letters; (iii) sending multiple e-mails or large transmissions that could reasonably be expected to annoy or harass or to impose a disproportionately large load on, or degrade the functionality of, the Core Network (e.g., "mail bombing"); (iv) sending any e-mail containing misleading or incorrect headers or information rendering the origin of the e-mail unclear or deceptive; (v) sending bulk or unsolicited e-mail messages ("spamming"), either directly or by relaying; or (vi) transmitting any virus, worm or Trojan Horse.

4. Security

4.1 Users shall not violate or attempt to violate the security of the Core Network or interfere or attempt to interfere with LIFFE's systems, networks, authentication measures, servers or equipment or with the use of or access to the Core Network by any other User or any other authorized user of the Core Network. Such prohibited activity includes (i) logging into a server where access is not authorized; (ii) probing, scanning, or testing the security or vulnerability of the Core Network or other networks; and (iii) attempting to gain access via the Core Network to any account or computer resource not belonging to such User ("spoofing").

4.2 Users shall not monitor Data or traffic on the Core Network except via a Trading Application or Interface.

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot.

5. Enforcement

Except as may be agreed between LIFFE and the CBOT, LIFFE shall have no obligation to monitor or exercise control over any Data transmitted, distributed or stored by any User via the Core Network. Notwithstanding the foregoing, LIFFE reserves the right to monitor and control activities undertaken via the Core Network.

6. Responsibility

Each User is fully responsible for all uses of the Core Network undertaken (i) by such User or (ii) via such User's Trading Application or Interface.

(ll/01/03)

*APPENDIX 9B-2

e-cbot ERROR TRADE POLICY

The CBOT's error trade policy is designed to preserve the integrity of CBOT product markets by striking an appropriate balance between trade certainty and erroneous price discovery. The policy provides a mechanism to promptly address transactions that are executed at obviously erroneous prices substantially inconsistent with the last trade price of the contract or alternative determination of the contract's fair value. This policy does not relieve market participants from potential financial responsibility or liability for the execution of trades that are deemed an "error trade" if their actions caused financial loss to other parties whose transactions were busted.

1. Invoking the Error Trade Policy

If an e-cbot user believes that he executed a trade through e-cbot at a price that was in error, he must contact e-cbot Market Operations ("e-cbot Operations") at (312) 347-4600 without delay. If e-cbot Operations is not notified within five minutes of the execution time of the asserted error trade, the trade will stand. A third party or e-cbot Operations may also call a trade into question within five minutes of the execution. Trades called into question within five minutes will be evaluated in accordance with sections 2 and 3 of this policy. However, e-cbot Operations has the authority, but not the obligation, to consider trades reported after the five minute deadline provided the trade price in question is grossly (i.e. multiple points) out of line with the last trade price or alternatively determined fair value of the respective contract.

Trades resulting from quantity errors generally will not be called into question.

2. Trade Price Within the "No Bust Range"

If a futures transaction is asserted to be at a price that is in error, the trade shall not be considered for review by e-cbot Operations unless the price of the asserted error trade is greater than the designated number of ticks (as outlined in Appendix 9B-3)from the reference price. The reference price will be the last trade price preceding the entry of the error trade or an alternatively determined fair value of the contract. Fair value for futures contracts may be determined by the last trade price, preceding settlement price, spread relationships and/or other variables deemed relevant by e-cbot Operations. However, during side-by-side hours the reference price on a downside (upside) move will never be higher (lower) than the low (high) of the pit traded price for an equivalent contract during the time period that the prices of the contracts were disjointed. During non-side-by-side hours, the reference price will never be higher (lower) than the low (high) of an equivalently traded contract.

If an option trade is asserted to be at a price that is in error, the trade shall not be considered for review by e-cbot Operations unless the price of the asserted error trade conforms to the following guidelines:

1. Trades must be greater than 2 ticks above or below the theoretical price in order to be busted.

2. Trades greater than 2 ticks away from the theoretical price, but less than 20 ticks away from the theoretical price, must be greater than 20% above or below the theoretical price, in order to be eligible to be busted.

3. Trades greater than 20 ticks above or below the theoretical price (40 ticks for the Soybean complex and Dow complex), may be busted even if the tick disparity is less than 20% of the theoretical value.

If an asserted trade entry error results in trade executions at multiple price levels, the last trade price (if used to determine the reference price) shall be the last trade price prior to the entry of the alleged error trade.

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot

If the asserted error trade is the first trade in a contract that has not previously been opened, e-cbot Operations will determine a fair value estimate for the contract, which then will be gauged against the error trade range to determine the final status of the trade.

If e-cbot Operations contacts a member user regarding a suspicious order and the user states that the order is entered correctly, the order (if subsequently executed) may only be called into question by a third party.

Trades that are executed outside of the daily price limits will be busted by e-cbot Operations irrespective of whether the trade(s) falls within the "no bust range" established above.

3. Trade Price Outside of the "No Bust Range"

If the price of the asserted error trade is more than the specified number of ticks from the reference price, e-cbot Operations will send a broadcast message to the user community indicating that the trade has been called into question. If the asserted error trade is outside of the specified tick range and involves only two parties, e-cbot Operations will attempt to contact the parties to the transaction. If both parties agree to bust or re-price the transaction, e-cbot Operations shall send a broadcast message to the user community and an alert to the quote vendor network indicating that the trade was busted or re-priced.

If there is more than one contra-party to the order asserted to have been executed in error, e-cbot Operations will gauge the erroneous transactions against the error trade range to determine the final status of the trades.

4. e-cbot Operations Authority to Halt Markets

e-cbot Operations shall have the authority to halt markets in any contract during extraordinary circumstances where there has been a major market movement without any apparent economic or fundamental basis for movement to have occurred.

5. Decisions of e-cbot Operations

A. e-cbot Operations will review the circumstances surrounding the alleged error trade to determine whether it should be deemed an error trade and busted. However, subject to the mutual agreement of both parties, the trade may be re-priced in line with the contract's fair value. If the trade is repriced to a level that is below a sell limit price or above a buy limit price, and the customer rejects the trade, the trade must be placed in the error account of the customer's clearing firm. Parties to these transactions are permitted to make cash adjustments to settle losses that occur as a result of the error trade. Should parties to a disputed transaction be unable to mutually resolve financial disputes arising from such transactions, arbitration facilities are available through the Exchange. The Arbitration Committee may hold the party who entered the order that resulted in the error trade financially responsible for losses that occur as a result of the busted trade(s).

   Trade certainty and the timely resolution of error trades are critical objectives of this policy. Therefore, if parties to a disputed transaction do not agree to the terms of resolution, e-cbot Operations reserves the final authority to determine the disposition of the questioned transaction.

   During side-by-side trading hours, e-cbot Operations shall, unless impracticable, make its determination within 10 minutes of the broadcast message regarding the potential error trade. During non side-by-side trading hours, e-cbot Operations shall, unless impracticable, make its determination within 15 minutes of the broadcast message regarding the potential error trade. The decisions of e-cbot Operations shall be final, and e-cbot Operations shall send a broadcast

message and an alert to the quote vendor network indicating whether the trade was busted, re-priced or allowed to stand.

B. In making its determination, e-cbot Operations may consider relevant factors including, but not limited to: market conditions immediately before and after the transaction; the prices of related contracts; whether one or more parties to the trade believe the trade was executed at a valid price: the extent to which the transaction appeared to trigger contingency orders and other trades; information related to the e-cbot Operations by third parties.

6. Procedures for Correcting Error Trades

In the event a trade is busted, the parties to the transaction must reverse the transaction through applicable clearing house procedures. e-cbot Operations will notify OIA regarding any situation where a party fails to claim or misclear trades in a timely manner. Such failure may be deemed a violation of Rule 504.00, Acts Detrimental to the Welfare of the Association.

Under no circumstances shall the parties to an alleged error trade be permitted to reverse the error by entering into a prearranged transaction.

If the trade called into question is determined not to be an error trade, the parties to the trade are permitted to mutually agree upon cash adjustment: any such adjustment must be reported to e-cbot Operations.

Spreads

Because of the autoleg feature of the e-cbot system, spreads may be executed such that one leg of the spread is determined to be an error trade and the other leg is deemed to have been executed at a good price. In such circumstances, the party who enters an outright order that causes an error trade on an autolegged spread will be deemed to be the counterparty to the good leg of the spread (see Appendix 9B-4). The parties to the transactions will reverse and claim the transactions as indicated through the applicable clearing house procedures.

7. Arbitration Procedures

Arbitrations relating to asserted error trades are limited to trades that are determined by e-cbot Operations to be an error trade. A notice of intention to arbitrate must be filed within ten business days after the date of the error trade. The party that caused the error may be held responsible for realized losses incurred by parties whose trades were busted as a result of the error.

8. Error Trade Fees

The party responsible for the error must pay a $1,000 fee for each of the first two error trades, $3,000 for the 3/rd/ error trade, and $5,000 for each subsequent error trade within a calendar year.

APPENDIX 9B-3

TICK BREAKDOWN PER CBOT PRODUCT

Product	Symbol	Minimum Tick Increment	"No Bust Range"*	Tick Increment of "No Bust Range"	Dynamic Price Limits	Daily Price Limit
U.S. T-Bond	ZB	1/32	96 Ticks	3 points	30/32nds	N/A
U.S. T-Bond Options	OZB	1/64	20 Ticks	20/64ths	20/64ths	N/A
mini-sized U.S. T-Bond	YH	1/32	96 Ticks	3 points	30/32nds	N/A
10 Yr. T-Note	ZN	(1/2)/32	192 Ticks	3 points	15/32nds	N/A
10 Yr. T-Note Options	OZN	1/64	20 Ticks	20/64ths	20/64ths	N/A
mini-sized 10 Yr. T-Notes	YN	(1/2)/32	192 Ticks	3 points	15/32nds	N/A
5 Yr. T-Note	ZF	(1/2)/32	192 Ticks	3 points	15/32nds	N/A
5 Yr. T-Note Options	OZF	1/64	20 Ticks	20/64ths	20/64ths	N/A
2 Yr. T-Note	ZT	(1/4)/32	384 Ticks	3 points	7.5/32nds	N/A
2 Yr. T-Note Options	OZT	(1/2)/64	20 Ticks	10/64ths	10/64ths	N/A
WI 2 2-Yr. T-Note	WI 2	1/4 Basis Point	20 Ticks	5 Points	5 points	N/A
Muni-Note Index	ZU	1/32	20 Ticks	20/32nds	20/32nds	N/A
30-Day Fed Funds	ZQ	1/2 Basis Point	20 Ticks	10 Points	10 points	N/A
30-Day Fed Funds Options	OZQ	1/4 Basis Point	20 Ticks	5 Points	5 points	N/A
10 Yr. Interest Rate Swaps	SR	1/32	20 Ticks	20/32nds	20/32nds	N/A
10 Yr. Interest Rate Swaps Options	OSR	1/64	20 Ticks	20/64ths	20/64ths	N/A
5 Yr. Interest Rate Swaps	SA	(1/2)/32	20 Ticks	10/32nds	10/32nds	N/A
5 Yr. Interest Rate Swaps Options	OSA	1/64	20 Ticks	20/64ths	20/64ths	N/A
Bund	GBL	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Bobl	GBM	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Schatz	GBS	.01 of 1 Point	20 Ticks	.20 of 1 Point	.20 points	N/A
Dow AIG Commodity Index	AI	0.1 Points	40 Ticks	4 Points	4 points	N/A
DJIA ($10)	ZD	1 Point	250 Points	250 Points	40 points	10%, 20% and 30% Circuit Breakers
DJIA Options	OZD	1/2 Point	40 ticks	20 Points	20 points	10%, 20% and 30% Circuit Breakers
mini-sized Dow ($5)	YM	1 Point	250 Points	250 Points	40 points	10%, 20% and 30% Circuit Breakers
mini-sized Dow Options	OYM	1 Point	40 ticks	40 Points	40 points	10%, 20% and 30% Circuit Breakers

APPENDIX 9B-3

Product	Symbol	Minimum Tick Increment	"No Bust Range"*	Tick Increment of "No Bust Range"	Dynamic Price Limits	Daily Price Limit
mini-sized Eurodollar	YE	1/2 Basis Point	10 ticks	5 points	5 points	N/A
100 0Z. Gold	ZG	10 cent	40 ticks	$4.00	$4.00	N/A
mini-sized Gold	YG	10 cents	40 ticks	$4.00	$4.00	N/A
5,000 OZ. Silver	ZI	1/10 cent	80 ticks	$4.00	$4.00	N/A
mini-sized Silver	YI	1/10 cent	80 ticks	8 cents	8 cents	N/A
Corn	ZC	1/4 cent	40 ticks	10 cents	10 cents	20 cents
Corn Options	OZC	1/8 cent	20 ticks	21/2 cents	21/2 cents	20 cents
Wheat	ZW	1/4 cent	40 ticks	10 cents	10 cents	30 cents
Wheat Options	OZW	1/8 cent	20 ticks	21/2 cents	21/2 cents	30 cents
Oat	ZO	1/4 cent	40 ticks	10 cents	10 cents	20 cents
Oat Options	OZO	1/8 cent	20 ticks	21/2 cents	21/2 cents	20 cents
Rough Rice	ZR	1/2 cent	40 ticks	20 cents	20 cents	50 cents
Rough Rice Options	OZR	1/4 cent	20 ticks	5 cents	5 cents	50 cents
Soybeans	ZS	1/4 cent	80 ticks	20 cents	20 cents	50 cents
Soybean Options	OZS	1/8 cent	40 ticks	5 cents	5 cents	50 cents
Soybean Meal	ZM	10 cents	80 ticks	$8.00	$8.00	$20
Soybean Meal Options	OZM	5 cents	40 ticks	$2.00	$2.00	$20
Soybean Oil	ZL	1/100 cents	80 ticks	.80 cents	.80 cents	2 cents
Soybean Oil Options	OZL	5/1000 cents	40 ticks	.20 cents	.20 cents	2 cents

*Option products are shown in this chart to indicate the greatest number of ticks defined as the "No Bust Range". (See Section 2, "Options")

(10/01/04)

*APPENDIX 9B-4

EXAMPLE OF AUTOLEG ERROR

Trader "A" has a spread order in the book to buy June Bonds and sell September Bonds. (Please note that when you enter a spread order into the system, it assigns prices to the individual legs and the order is included in the outright order books.) Trader "B" has an order to sell June Bonds.

Trader "C" makes an error by entering a bid in the September contract (he intended to bid June). Trader C's bid for September matches against Trader A's sell September portion of the spread, which triggers Trader A's buy June portion of the spread to match against Trader B's sell June order.

The September trade between Trader C and Trader A is determined to be an error trade. The June trade between A and B is executed at an economically justifiable price.

The September leg is determined to be an error trade and is busted. Trader C is then required to claim the June leg executed for Trader A.

Summary

June Bonds		Sep Bonds	
Buy	Sell	Buy	Sell
A	B	C	A

Trader C is cause of error

Trader A vs. B = good price
Trader A vs. C = bad price
Trader A vs. C leg is determined to be an error trade and is busted
Trader A vs. B leg is reversed and Trader C is required to claim the trade so that Trader B is not harmed.

(11/01/03)

*Applicable as of trade date November 24, 2003 in connection with implementation of the LIFFE CONNECT(R) system for trading on e-cbot.

APPENDIX 10A - ELEVATORS IN THE CHICAGO AND BURNS HARBOR SWITCHING DISTRICTS
(WHEAT & OATS)

Following is a listing of the elevators in the Chicago and Burns Harbor Switching Districts approved as regular for the delivery of Wheat and Oats through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
Cargill, Inc.	Cargill Burns Harbor Portage, IN	5,473,000
Chicago & Illinois River Marketing LLC	Chicago	9,156,000

Note: All elevators are Federally licensed.

07/01/04

APPENDIX 10B - ELEVATORS IN THE ST. LOUIS AND EAST ST. LOUIS SWITCHING DISTRICTS
(WHEAT)

Following is a listing of the elevators in the St. Louis, East St. Louis and Alton Switching districts approved as regular for the delivery of Wheat through June 30, 2006:

WAREHOUSE	LOCATION		CAPACITY IN BUSHELS
Archer-Daniels-Midland Co.	St. Louis St. Louis, MO	Elevator	2,154,000
Cargill Inc.	East St. Louis, IL	Elevator	2,481,000

Note: All Elevators listed are Federally licensed.

07/01/04

APPENDIX 10C - ELEVATORS IN THE MINNEAPOLIS AND ST. PAUL SWITCHING DISTRICTS (OATS)

Following is a listing of the elevators in the Minneapolis and St. Paul, MN Switching Districts which are approved as regular for the delivery of Oats through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
Bunge North America, Inc.	Midway Elevator Minneapolis, MN	2,642,000
	Port Bunge Elevator Savage, MN	9,276,000
Cargill, Inc.	Port Cargill Elevator "C" Savage, MN	13,675,000
CHS Inc.	Elevator #2 St. Paul, MN	1,400,000
ConAgra, Inc.	Calumet Elevator Minneapolis, MN	1,323,000
	Electric Steel Elevator Minneapolis, MN	4,579,000
	Malt-One Elevator Minneapolis, MN	2,348,000
	Marquette Elevator Minneapolis, MN	3,830,000
	Shakopee Elevator Shakopee, MN	1,122,000
General Mills Operations, Inc.	Delmar #4/Washburn C Minneapolis, MN	9,636,000
	Washburn Elevator Checkerboard Elevator B Minneapolis, MN	2,400,000
	Washburn D-Elevator T Minneapolis, MN	4,047,000
	Fridley Elevator Fridley, MN	4,955,000
	Washburn E. S00 Elevator Washburn, MN	3,553,000

NOTE: ALL ELEVATORS ARE FEDERALLY LICENSED.

APPENDIX 10D - ELEVATORS IN THE TOLEDO, OHIO SWITCHING DISTRICT (WHEAT)

Following is a listing of the elevators in the Toledo, Ohio Switching District which are approved as regular for the delivery of Wheat through June 30, 2006:

WAREHOUSE	LOCATION	CAPACITY IN BUSHELS
The Andersons Agricultural Group L.P.	Andersons-Illinois Elevator Maumee, Ohio	17,230,000
	River Elevator Toledo, Ohio	6,150,000
	Conant Street Elevator Maumee, Ohio	3,280,000
	Edwin Drive Elevator Toledo, Ohio	5,500,000
Archer-Daniels-Midland Co. d/b/a ADM Grain Company	Toledo Elevator Toledo, Ohio	9,795,000
	Ottawa Lake Elevator Ottawa Lake, MI	7,680,000

NOTE: ALL ELEVATORS ARE FEDERALLY LICENSED.

07/01/04

APPENDIX 10F - RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES

REFERENCE GUIDE ONLY - EFFECTIVE MAY 1, 1997
THE FOLLOWING RECIPROCAL AND INTERMEDIATE SWITCHING CHARGES APPLY AT ELEVATORS REGULAR FOR DELIVERY WITHIN THE CHICAGO, IL AND BURNS HARBOR, IN SWITCHING DISTRICTS. RATES ARE IN DOLLARS PER CAR UNLESS OTHERWISE INDICATED.

ELEVATOR:		RESULT AND/OR INTERMEDIATE RECIPROCAL CARRIER:	CARRIER AND END RESULT:
CARGILL BURNS HARBOR, IN		CR OR IHB LINE HAUL RATE	DIRECT CONNECTION WITH ALL OTHER CARRIERS. OTHER CARRIERS.
CHICAGO & ILLINOIS MARKETING, L.L.C. 117/TH/ & TORRENCE CHICAGO, IL DIRECT CONECTION WITH ALL OTHER CARRIERS	RIVER	IHB - $242.00 PER CAR $166.00 PER CAR (25-CAR) $ 95.00 PER CAR (50-CAR) (PRIVATE CARS, CR, NS) IHB $261.00 PER CAR $184.00 PER CAR (25-CAR) $110.00 PER CAR (50-CAR) (ALL OTHER CARRIERS) CRL - $187.00 PER CAR	

THIS APPENDIX IS ONLY A REFERENCE GUIDE AND SHOULD NOT BE CONSTRUED AS A TRADING RECOMMENDATION OF THE CHICAGO BOARD OF TRADE. DUE TO THE RAPID CHANGES IN FREIGHT TARIFFS, WE DO NOT GUARANTEE THIS APPENDIX AS TO ACCURACY OR COMPLETENESS. FOR CURRENT INFORMATION ON SWITCHING CHARGES CONTACT THE RESPECTIVE RAIL CARRIER DIRECTLY.

01/01/00

APPENDIX 10G - GRAIN LOAD-OUT PROCEDURES

The following is a general outline of procedures for the load-out of grain covered by Chicago Board of Trade ("CBOT") registered warehouse receipts/shipping certificates. The procedures are based upon a combination of CBOT Rules and Regulations and trade practice. Where applicable, CBOT Rules and Regulations are cited.

1. Cancellation of the Warehouse Receipt/Shipping Certificate

   a. To initiate the load-out process, the receipt/certificate holder, or owner, requests his clearing firm to cancel the warehouse receipt/shipping certificate at the CBOT Registrar's Office or requests load-out using the electronic form provided by the Cleaning House's Online System.

   b. Warehouse receipts/shipping certificates cancelled after 4:00 p.m. shall be deemed to be cancelled on the following business day.

   c. The next step for the owner of cancelled rice, oats or wheat warehouse receipts is to surrender them to the regular warehouseman or his representative agent in Chicago. The agent must be a registered clearing member of the CBOT, be located in the vicinity of the CBOT and be available during business hours (except Exchange holidays). Business hours are 8:00 a.m. - 4:30 p.m., Monday - Thursday and 8:00 a.m. - 3:00 p.m. on Friday.

   d. At this time, the warehouseman/shipper, at his option, may require the owner to pay storage/premium and insurance charges that have accumulated up to and including the date of surrender. (See items 6(a) and (b) below.) The warehouseman's/shipper's agent shall accept these payments during business hours.

   e. At this time, the warehouseman, at his option, may also require the owner to pay the warehouseman or his agent a load-out fee of up to 6 cents per bushel. A fobbing charge of 4 cents per bushel was already paid at the time of delivery of corn and soybean shipping certificates. (The maximum load-out/fobbing fee, subject to change, is 6 cents per bushel for receipts and 4 cents per bushel for certificates.)

   f. If the owner decides against loading out grain within two days after canceling warehouse receipts/shipping certificates, he may notify the warehouseman/shipper that warehouse receipts/shipping certificates are to be re-issued. In the case of rice, oats or wheat, if the warehouseman is notified by 12:00 noon, re-issued receipts shall be deliverable by 4:00 p.m. the following business day. Requests to re-issue receipts/shipping certificates more than two business days after receipts/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

   g. The Registrar bills the owner's clearing firm a cancellation fee per receipt/certificate. (Internal policy of CBOT's Registrar's Office.)

2. Submission of Written Loading Orders.

   a. The owner provides the warehouseman/shipper with written loading orders that identify the vessel, barge, or number of rail cars that will take delivery of the grain, and that specify the grade and estimated number of bushels to be loaded. "To be nominated" (TBN) barge identities are acceptable in loading orders.

   b. Written loading orders must be received no later than two business days after warehouse receipts/shipping certificates are cancelled.

   c. The owner will notify the warehouseman/shipper of loading orders. All loading order received by 2:00 p.m. on a given business days shall be considered dated that day. Orders received after 2:00 p.m. on a business day shall be considered dated the following business day.

   d. When loading orders are received by 2:00 p.m. of any given business day, the warehoueman/shipper will advise the owner by 10:00 a.m. the following business day of the scheduled loading dates and tonnage due. Notification of scheduled loading dates and any changes in scheduled loading dates will be by telephone, e-mail or telefax to the owner.

3. Arrangement of Transportation Conveyance.

   a. Next, the owner arranges for proper conveyance of the grain to be loaded out with a carrier; the conveyance may be rail cars, barge, or vessel, and must be clean and ready-to-load.

   b. An owner requesting vessel load-out, having surrendered canceled receipts/certificates and tendered written loading orders to the

warehouseman/shipper, is entitled to the warehouse's/shipper's current scheduled load-in and load-out lineups, provided the owner gives to the warehouseman/shipper the identity of the vessel and the estimated-time-of-arrival no more than 5 calendar days prior to constructive placement of the vessel.

In addition, an owner is entitled to receive updated information, upon request, on the warehouse/shipping station scheduled load-in and load-out lineups.

d. The carrier or its agent notifies the warehouseman/shipper of the "constructive placement" of the conveyance. The term "constructive placement" is defined in CBOT Regulations 1081.01(12)A3 (1), (2) and (3). Only the warehouseman/shipper can order the conveyance to the warehouse/shipping station for actual placement for loading.

e. The warehouseman/shipper is not responsible for the failure of the carrier to present clean, ready-to-load conveyance to the warehouseman/shipper.

4. Request for Grain Inspection or Stevedoring Service.

a. The owner may, at his option and expense, request the warehouseman/shipper to arrange inspection and weighing service provided by the Federal Grain Inspection Service ("FGIS").

b. In case of water load-out (barge or vessel), the owner should request the warehouseman/shipper to arrange stevedoring service. In this regard, the owner may designate to the warehouseman/shipper the stevedoring service he would like to use.

c. The warehouseman/shipper does not control the availability of the FGIS and the stevedoring services.

5. Actual Load-Out.

a. The warehouseman/shipper shall transmit to the Registrar by 11:00 a.m. the name, location of warehouse/shipping facility, and number of delivery vessels/barges/rail cars constructively placed that day. The Registrar shall maintain a current record of the number of delivery vessels/barges/rail cars constructively placed and shall be responsible for posting this record on the Exchange Floor and the CBOT website.

b. The warehouseman/shipper must load-out all conveyances in the order of their constructive placement. Load-out of transportation constructively placed on the same day shall be in the order in which loading orders were received. An operator of a regular facility in Chicago, Burns Harbor, along the Illinois Waterway, and St. Louis has the obligation of loading grain represented by warehouse receipts or shipping certificates giving preference to takers of delivery.

c. The warehouseman/shipper informs the owner of the time of loading completion and the release time of the conveyance to the carrier.

d. The warehouseman/shipper must advise the owner of any load-out difficulties. Inclement weather may delay loading.

e. The owner should be familiar with the tariff of the warehouse/shipping station where the load-out is to occur.

f. Any expense for making the grain available for loading on the Illinois Waterway will be borne by the party making delivery, provided that the taker of delivery constructively places barge equipment clean and ready to load within five (5) business days following the scheduled loading date of the barge on the Illinois Waterway. If the taker's barges are not constructively placed within five (business) days following the scheduled loading date of the barge on the Illinois Waterway, the taker shall pay the shipper an amount not to exceed 30/100 of one cent per bushel per day multiplied by the number of calendar days from the fifth business day following the schedule loading date to the date that the barge is constructively placed, including both dates, but excluding business days the shipper meets his minimum daily barge load-out rate. Requests to cancel loading instructions and re-issue recepits/shipping certificates more than two business days after recepits/shipping certificates are cancelled are subject to mutual agreement. All fees for re-issuance are payable by the owner.

6. Final Settlement of All Charges By Invoice

a. The owner pays the warehouseman/shipper storage/premium charges that have accumulated up to and including the 10th business day after constructive placement of the conveyance or the date of loading completion, whichever is earlier, for wheat and oats, or up to and including the date of loading for corn and soybeans. If the owner paid storage/premium charges when he surrendered the cancelled warehouse receipt/shipping certificate he now pays storage/premium charges that have accumulated since that time as invoiced.

b. The owner pays the warehouseman/shipper for the FGIS service and the stevedoring company for stevedoring service as invoiced. The owner is responsible for charges incurred for stevedoring service, except, all fees for stevedoring services to load corn

and soybeans into barges are to be paid by the issuer of the corn or soybean shipping certificate.

c. With some exceptions for Burns Harbor delivery, the owner pays all transportation costs, including switching charges and demurrage, if any, to the appropriate transportation company.

*/ The outline provided above is intended to serve only as a general guide to grain load-out procedures; certain of the discussed obligations of the warehouseman/shipper and owners may not apply in a particular situation or may be open to negotiation between the parties. Care has been taken in the preparation of this outline, but there is no warranty or representation expressed or implied by the Chicago Board of Trade or its member firms as to the accuracy or completeness of the material herein. In particular, CBOT rules and regulations may be revised from time to time. Accordingly, current rules and regulations, if applicable, should be consulted when there is a question about load-out. Please be advised that the U.S. Warehouse Act, as amended, or a state law may also apply to, or govern, a particular situation. If you have legal questions concerning load-out, we recommend that you consult your legal counsel. 06/01/03

APPENDIX 10C A - CORN AND SOYBEAN SHIPPING STATIONS

Following is a listing of the shipping stations approved as regular for the delivery of Corn and Soybeans for the period through June 30, 2006:

CCL Code	Firm	Location	Mile Marker	Approved Capacity (bu)	Daily Loading Rate (bu/day)	Max. Certs	Location Differential (cents/bu)
1750	Cargill, Inc.	Burns Harbor, IN	340	5,473,000	165,000	1,094	par
1705	Chicago & Illinois River Marketing, LLC	Chicago, IL	329.4R	9,156,000	165,000	1,831	par
1715	Louis Dreyfus	Lockport, IL	292.8R	204,000	55,000	220	2
1758	Cargill, Inc.	Morris, IL	263.3R	125,000	55,000	220	2
1752	Louis Dreyfus	Morris, IL	263.0R	304,000	55,000	220	2
1730	ADM/Growmark River Systems, Inc.	Morris-E, IL	263.0R	992,000	55,000	220	2
1731	ADM/Growmark River Systems, Inc.	Morris-W, IL	262.9R	230,000	110,000	440	2
1759	Cargill, Inc.	Seneca, IL	252.5R	846,000	55,000	220	2
1732	ADM/Growmark River Systems, Inc.	Ottawa-N, IL	241.8R	988,000	55,000	220	2 1/2
1753	Cargill, Inc.	Ottawa, IL	238.5L	880,000	55,000	220	2 1/2
1733	ADM/Growmark River Systems, Inc.	Ottawa-S, IL	236.9L	107,000	55,000	220	2 1/2
1765	Maplehurst Farms, Inc.	Ottawa, IL	236.4R	THROUGH PUT	55,000	220	2 1/2
1701	Consolidated Grain and Barge Co.	Utica, IL	229L	1,300,000	55,000	220	2 1/2
1714	Louis Dreyfus	Utica, IL	229L	THROUGH PUT	55,000	220	2 1/2
1734	ADM/Growmark River Systems, Inc.	La Salle, IL	223.3R	84,000	55,000	220	2 1/2
1702	Consolidated Grain and Barge Co.	Peru, IL	222.9R	0	55,000	220	2 1/2
1713	Louis Dreyfus	Peru, IL	222.9R	THROUGH PUT	55,000	220	2 1/2
1735	ADM/Growmark River Systems, Inc.	Spring Valley, IL	218.4R	109,000	55,000	220	2 1/2
1754	Cargill, Inc.	Spring Valley, IL	218.3L	1,433,000	110,000	440	2 1/2
1736	ADM/Growmark River Systems, Inc.	Hennepin, IL	207.7L	500,000	55,000	220	2 1/2
1760	Cargill, Inc.	Hennepin, IL	207.5L	110,000	55,000	220	2 1/2
1703	Consolidated Grain and Barge Co.	Hennepin, IL	207.4R	416,000	55,000	220	2 1/2
1712	Louis Dreyfus	Hennepin, IL	207.4R	THROUGH PUT	55,000	220	2 1/2
1737	ADM/Growmark River Systems, Inc.	Henry, IL	195.8R	552,000	55,000	220	2 1/2
1738	ADM/Growmark River Systems, Inc.	Lacon, IL	189.5L	199,000	55,000	220	2 1/2
1761	Cargill, Inc.	Lacon, IL	189.3L	487,000	55,000	220	2 1/2
1739	ADM/Growmark River Systems, Inc.	Chillicothe, IL	180.5R	172,000	55,000	220	2 1/2
1740	ADM/Growmark River Systems, Inc.	Creve Coeur, IL	158.1L	1,401,000	55,000	220	3
1720	Tomen Grain Company	Pekin, IL	152.2L	156,000	110,000	440	3

APPENDIX 10S A - SOYBEAN ONLY SHIPPING STATIONS

See Appendix 10C A - CORN AND SOYBEAN SHIPPING STATIONS for shipping stations approved as regular for the delivery of Soybeans above Illinois River Mile Marker 151.

Following is a listing of additional shipping stations approved as regular for the delivery of Soybeans only for the period through June 30, 2006:

CCL Code	Firm	Location	Mile Marker	Approved Capacity (bu)	Daily Loading Rate (bu/day)	Max. Certs	Location Differential (cents/bu)
1755	Cargill, Inc.	Havana-N, IL	119.9L	575,000	55,000	220	3 1/2
1762	Cargill, Inc.	Havana-S, IL	119.8L	738,000	55,000	220	3 1/2
1742	ADM/Growmark River Systems, Inc.	Havana-N, IL	119.6L	2,800,000	55,000	220	3 1/2
1743	ADM/Growmark River Systems, Inc.	Havana-S, IL	119.3L	178,000	55,000	220	3 1/2
1763	Cargill, Inc.	Beardstown, IL	88.1L	439,000	55,000	220	3 1/2
1744	ADM/Growmark River Systems, Inc.	Beardstown, IL	91.0R	2,757,000	55,000	220	3 1/2
1756	Cargill, Inc.	Merdedosia, IL	71.3L	962,000	110,000	440	3 1/2
1745	ADM/Growmark River Systems, Inc.	Naples, IL	66.1L	310,000	55,000	220	3 1/2
1706	Zen-Noh Grain Corp.	Naples, IL	65L	THROUGH PUT	55,000	220	3 1/2
1704	Consolidated Grain and Barge Co.	Naples, IL	65L	6,247,000	55,000	220	3 1/2
1757	Cargill, Inc.	Florence, IL	55.3R	1,855,000	165,000	660	3 1/2
1747	ADM/Growmark River Systems, Inc.	St. Louis, MO	UM 184R	2,154,000	220,000	880	6
1764	Cargill, Inc.	E. St. Louis, IL	UM 179L	2,481,000	110,000	440	6
1710	Peavey Co., a ConAgra Trade Group company	Sauget, IL	UM 177L	288,000	110,000	440	6

(07/01/04)

APPENDIX 11A - CRUDE SOYBEAN OIL

Following is a listing of the firms approved for the delivery of Crude Soybean Oil through June 30, 2006:

FIRM/FACILITIES	REGULAR SPACE (POUNDS)	MAXIMUM RECEIPTS ALLOWED TO ISSUE
AG PROCESSING, INCORPORATED		
Dawson, MN	26,324,000	438
Eagle Grove, IA	20,000,000	333
Emmetsburg, IA	88,000,000	1,466
Manning, IA	9,000,000	150
Mason City, IA	36,000,000	600
Omaha, NE	40,000,000	666
Sergeant Bluff, IA	31,500,000	525
Sheldon, IA	19,200,000	320
St. Joseph, MO	24,000,000	400
ANDERSONS AGRICULTURE GROUP L.P., THE		
Logansport, IN	82,000,000	1,366
ARCHER DANIELS MIDLAND CO.		
Decatur, IL	118,500,000	1,975
Des Moines, IA	36,000,000	600
Frankfort, IN	39,000,000	650
Galesburg, IL	11,400,000	190
Lincoln, NE	27,000,000	450
Mexico, MO	43,000,000	716
Quincy, IL	54,500,000	900
BUNGE MILLING, INC.		
Danville, IL	91,500,000	1,525
BUNGE NORTH AMERICA (EAST). INC.		
Decatur, IN	118,950,000	1,982
BUNGE NORTH AMERICA (ODP WEST), INC.		
Emporia, KS	36,600,000	610
BUNGE NORTH AMERICA, INC.		
Logansport, IN	62,000,000	1,033
CARGILL, INC.		
Ackley, IA	240,000,000	4,000
Bloomington, IL	3,900,000	65
Buffalo, IA	36,800,000	613
Cedar Rapids, IA	1,920,000	32
Cedar Rapids, (E), IA	9,300,000	155
Des Moines, IA	7,700,000	128
Iowa Falls, IA	20,000,000	333
Kansas City, MO	7,000,000	116
Lafayette, IN	9,000,000	150
CHS Inc.		
Mankato, MN	6,000,000	100
INCOBRASA INDUSTRIES, LTD.		
Gilman, IL	117,300,000	1,955
SOLAE LLC		
Gibson City, IL	50,325,000	838
SOUTH DAKOTA SOYBEAN PROCESSORS, INC.		
Volga, SD	200,700,000	3,345

Appendix 11B

SOYBEAN OIL DELIVERY DIFFERENTIALS IN CENTS PER 100 LBS.
For Delivery Months January thru December 2004

DELIVERY TERRITORY - DIFFERENTAILS*
Warehouse Location

ILLINOIS TERRITORY - PAR
- Bloomington, IL
- Danville, IL
- Decatur, IL
- Galesburg, IL
- Gibson City, IL
- Gilman, IL
- Quincy, IL

EASTERN TERRITORY - (30)
- Decatur, IN
- Frankfort, IN
- Lafayette, IN
- Logansport, IN

EASTERN IOWA TERRITORY - 10
- Ackley, IA
- Buffalo, IA
- Cedar Rapids, IA
- Cedar Rapids (E), IA
- Des Moines, IA
- Iowa Falls, IA
- Mason City, IA

SOUTHWEST TERRITORY - 35
- Kansas City, MO
- Mexico, MO
- St. Joseph, MO
- Emporia, KS

NORTHERN TERRITORY - (55)
- Dawson, MN
- Mankato, MN
- Volga, SD

WESTERN TERRITORY - (35)
- Eagle Grove, IA
- Emmetsburg, IA
- Manning, IA
- Sergeant Bluff, IA
- Sheldon, IA
- Lincoln, NE
- Omaha, NE

DIFFERENTIALS FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2005

Illinois	Eastern	Eastern Iowa	Southwest	Northern	Western
Par	(20)	Par	45	(45)	(25)

( ) - Differentials enclosed by parentheses ( ) are discounts.

11/01/04

APPENDIX 12A - SOYBEAN MEAL

Following is a listing of the firms approved for the delivery of Soybean Meal through June 30, 2006:

FIRM/FACILITY	DAILY RATE OF LOADING (TONS)	MAXIMUM CERTIFICATES BONDED TO ISSUE
Ag Processing Incorporated		
Eagle Grove, IA	1,600	265
Manning, IA	600	115
Mason City, IA	700	114
Emmetsburg, IA	700	117
Sergeant Bluff, IA	1,000	172
Sheldon, IA	840	155
St. Joseph, MO	620	99
Archer-Daniels-Midland Co.		
Decatur, IL	2,000	325
Des Moines, IA	1,500	253
Fostoria, OH	600	103
Frankfurt, IN	800	124
Galesburg, IL	400	70
Little Rock, AR	400	75
Mexico, MO	500	90
Quincy, IL	2,000	349
Bunge Milling Inc.		
Danville, IL	1,700	1,055
Bunge North America (East), Inc.		
Bellevue, OH	800	220
Decatur, IN	2,000	900
Morristown, IN	1,000	210
Bunge North America (ODP West), Inc.		
Council Bluffs, IA	2,500	545
Bunge North America, Inc.		
Cairo, IL	2,000	300
Decatur, AL	1,150	195
Marks, MS	1,200	210
Cargill, Inc.		
Bloomington, IL	600	90
Cedar Rapids (E), IA	1,500	225
Des Moines, IA	1,100	165
Guntersville, AL	900	188
Iowa Falls, IA	1,500	225
Kansas City, MO	1,500	225
Lafayette, IN	850	128
Sioux City, IA	2000	330
Sidney, OH	1,500	225
Consolidated Grain & Barge Company		
Mt. Vernon, IN	1,000	210
Incobrasa Industries, Ltd.	1,300	273
Gilman, IL		
Owensboro Grain Company		
Owensboro, KY	1,600	553
Riceland Foods, Incorporated		
Stuttgart, AR	325	98
Solae LLC		
Gibson City, IL	800	220

APPENDIX 12B - SOYBEAN MEAL LOCATIONS
APPROVED FOR DELIVERY AND THEIR DISCOUNTS OR PREMIUMS

CENTRAL TERRITORY - PAR
Bloomington,IL
Cairo, IL
Danville, IL
Decatur, IL
Galesburg, IL
Gibson City, IL

Gilman, IL

Quincy, IL
Owensboro, KY
EASTERN IOWA TERRITORY - $4.00 DISCOUNT
Cedar Rapids, (East), IA
Des Moines, IA
Iowa Falls, IA
MIDSOUTH TERRITORY - $7.00 PREMIUM
Decatur, AL
Guntersville, AL
Little Rock, AR
Marks, MS
Stuttgart, AR.
MISSOURI TERRITORY - AT $1.50 PREMIUM
Kansas City, MO
Mexico, MO
St. Joseph, MO
NORTHERN TERRITORY - $3.00 DISCOUNT
Eagle Grove, IA
Council Bluffs, IA
Emmetsburg, IA
Manning, IA
Mason City, IA
Sergeant Bluff, IA
Sheldon, IA
Sioux City, IA
NORTHEAST TERRITORY -$2.00 PREMIUM
Bellevue, OH
Decatur, IN
Fostoria, OH
Frankfurt, IN

NORTHEAST TERRITORY -$2.00 PREMIUM (Continued)

Lafayette, IN
M orristown, IN
Mt. Vernon, IN
Sidney, OH

* DIFFERENTIALS FOR DELIVERY MONTHS JANUARY THRU DECEMBER 2005

Central	Northeast	MidSouth	Missouri	Eastern Iowa	Northern
Par	$3.00	$8.00	$2.50	($3.00)	($2.00)

* Differentials enclosed by parentheses ( ) are discounts.

10/01/04

APPENDIX 14A - BRANDS APPROVED FOR DELIVERY AGAINST CBOT 5,000 OUNCE SILVER CONTRACTS

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
The Anaconda Company	Perth Amboy, N.J.	UMCO	*	UMS CO.
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO SILVER - AMARILLO, TEXAS
	Baltimore, M.D.	ASBA	*	ASARCO BALTIMORE, MARYLAND
	Perth Amboy, N.J.	ASCP	*	AS & R CO.-PERTH AMBOY, N.J.
	Perth Amboy, N.J.	ASPA	*	ASARCO-PERTH AMBOY, NEW JERSEY
	Selby, CA	SGSR	*	SELBY GOLD & SILVER REFINERY, SAN FRANCISCO, CAL.
Britannia Refined Metals Co.	Northfleet, England	BLCO		BLCo.
Broken Hill Associated Smelters Pty. Ltd.	Port Pirie, Australia	BHAS		BHAS
The Bunker Hill Company	Kellogg, Idaho	HILL	*	BUNKER HILL
Cerro de Pasco Corporation	La Oraya, Peru	CDPP	*	C de P PERU
Cominco Ltd.	Trail, British Columbia	TADA		TADANAC
Compania de Real Monte y Pachuca	Pachuca, Mexico	RDMM		R del M
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAP	*	COMPTOIR-LYON-ALEMAND, LOUYOT & CIE-PARIS
		CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	South Plainfield, N.J.	METZ	*	DEGUSSA (with 1/2 sun and 1/4 moon with diamond, also Metz est. 1921)
Dowa Mining Co. Ltd.	Kosaka City, Japan	DOWA		DOWA (with crossed hammers within circle)
Empresa Minera del Peru S.A.	La Oroya, Peru	CPPE		CP-PERU
Engelhard Corporation	Chessington, England	ENCI	*	ENGELHARD LONDON
	Carteret, N.J.	ENNE	*	ENGELHARD
Engelhard Corporation	Ivry, France	ECMP	*	ENGELHARD (with Compagnie Des Metaux Precieux-Paris within an oval)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Furukawa Metals Co. Ltd.	Nikko City, Japan	TRIA		OPEN TRIANGLE (like letter A, brand name "'Yamaichi")
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass.	GWHH	*	HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass.	HAND	*	HH HANDY & HARMAN SILVER
	Fairfield, Conn.	HARM	*	HH HANDY & HARMAN SILVER (with capital letter F bars produced at Fairfield, Conn.)
INCO Limited	Sudbury, Ontario	ORCO		ORC
Industrial Minera Mexico, S.A.	Monterrey, Mexico	ASMO	*	ASARCO-MONTERREY
	Monterrey, Mexico	IMMM		IMM-MONTERREY
Johnson Matthey Limited	Brampton, Ontario	JMJM	*	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: JM LTD.-CANADA-ASSAY OFFICE)
	Brampton, Ontario	JMCA	*	JM (with crossed hammers)
	Brampton, Ontario	JMMC	*	J.M. & M. Ltd.
	Brampton, Ontario	JMLT		JM and crossed hammers in diamond Surrounded by JOHNSON MATTHEY CANADA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO		JOHNSON MATTHEY LONDON
	Royston, England	JMCF	*	JMCF
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI		JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I.-U.S.A.-ASSAY OFFICE)
Kam-Kotia Mines Ltd.	Cobalt, Ontario	CRKO	*	CRK
Kennecott Corporation	Magma, Utah	KUEU		KUE
Metalli Preziosi S.p.A.	Milan, Italy	MPSP		METALLI PREZIOSI S.p.A. MILANO (with MP)
n.v. Union Miniere s.a.	Hoboken, Belgium	MHOV	*	HOBOKEN 999.7+
- - Business Unit Hoboken	Hoboken, Belgium	HOBN		HOBOKEN 999+
Metalor Technologies USA Corp.	N. Attleboro, Mass.	MUST		METALOR(R)(with "MUS" assay mark)
	N. Attleboro, Mass.	META	*	METAUX PRECIEUX SA METALOR (in a circle with letters MUS in center)
Metalor Precieux SA Metalor	Neuchatel, Switzerland	MPOR		METAUX PRECIEUX SA METALOR (in a circle with letters MP in center)
Met-Mex Penoles, SA de CV	Monterrey, Mexico	MPSA	*	METALURGICA MEXICANA PENOLES S.A.
	Torreon, Mexico	POPM		PRODUCT OF PENOLES MEXICO
Mitsubishi Materials Corporation	Kagawa, Japan	DIAM		Three diamonds forming a triangle
No. 1 Mining Corporation	Namtu, Burma	BRMA		BURMA MINES

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Noranda Metallurgy Inc.- Copper	Montreal East, Quebec	CCRL	CCR CANADA
Norddeutsche Affinerie A.G.	Hamburg, W. Germany	NAHA	NORDDEUTSCHE AFFINERIE HAMBURG
PAMP S.A.	Castel San Pietro, Switzerland	PAMP	PAMP
PGP Industries Inc.	Duncan, South Carolina	PGPI	PGP
Rand Refinery Limited	Germiston, Transvaal	RRSA	RAND REFINERY LTD. (with RR Ltd. on underside)
Rudarsko Metalursko Hernijski Kombinat. Trepca	Zvecan, Yugoslavia	TREP	TREPCA
Sabin Metal Corporation	Scottsville, N.Y.	SABN	SMC
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	* THE SHEFFIELD SMELTING CO. LTD.
United States Assay Office	Denver, Colorado New York, New York Philadelphia, Pa. San Francisco, Cal.	USDE USNY USPH USSF	* SEAL OF UNITED STATES (with year and location of production)
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	* DRW
U.S. Smelting, Refining & Mining	East Chicago, III.	USSC	* USSCO
Zaklady Metalurginczne Trzebinia	Trzebinia, Poland	ZTMP	ZTM

* Denotes brands are no longer produced

10/01/04

APPENDIX 14B-CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR 5,000 OUNCE SILVER CONTRACTS

Depository	Location	Vault Number
Brinks Global Services USA, Inc. A Division of Brinks, Inc.	652 Kent Avenue Brooklyn, NY 11211	4001
Delaware Depository Service Company	3601 N. Market Street Wilmington, DE 19802	4014
HSBC Bank USA	452 5th Avenue New York, NY 10018	4008
	425 Saw River Road Ardsley, NY 10502	4100
Scotia Mocatta Depository A Division of Bank of Nova Scotia	26 Broadway New York, NY 10004	3001

Assayer for 5,000 ounce silver contracts
Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(201) 837-7160

(11/01/04)

APPENDIX m14A - BRANDS APPROVED FOR DELIVERY
AGAINST CBOT mini-sized SILVER CONTRACTS

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
The Anaconda Company	Perth Amboy, N.J.	UMCO	* UMS CO.
ASARCO Incorporated	Amarillo, Texas	ASAT	ASARCO SILVER - AMARILLO, TEXAS
	Baltimore, M.D.	ASBA	* ASARCO BALTIMORE, MARYLAND
	Perth Amboy, N.J.	ASCP	* AS & R CO.-PERTH AMBOY, N.J.
	Perth Amboy, N.J.	ASPA	* ASARCO-PERTH AMBOY, NEW JERSEY
	Selby, CA	SGSR	* SELBY GOLD & SILVER REFINERY, SAN FRANCISCO, CAL.
Britannia Refined Metals Co.	Northfleet, England	BLCO	BLCo.
Broken Hill Associated Smelters Pty. Ltd.	Port Pirie, Australia	BHAS	BHAS
The Bunker Hill Company	Kellogg, Idaho	HILL	* BUNKER HILL
Cerro de Pasco Corporation	La Oroya, Peru	CDPP	* C de P PERU
Cominco Ltd.	Trail, British Columbia	TADA	TADANAC
Compania de Real Monte y Pachuca	Pachuca, Mexico	RDMM	R del M
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAP	* COMPTOIR-LYON-ALEMAND, LOUYOT & CIE-PARIS
		CLAL	COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS
OMG AG & Co. KG	Hanau, Germany	DEGU	* DEGUSSA (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	South Plainfield, N.J.	METZ	* DEGUSSA (with 1/2 sun and 1/4 moon within diamond, also Metz est. 1921)
Dowa Mining Co. Ltd.	Kosaka City, Japan	DOWA	DOWA (with crossed hammers within circle)
Empresa Minera del Peru S.A.	La Oroya, Peru	CPPE	CP-PERU
Engelhard Corporation	Chessington, England	ENCI	* ENGELHARD LONDON
	Carteret, N.J.	ENNE	* ENGELHARD
Engelhard Corporation	Ivry, France	ECMP	* ENGELHARD (with Compagnie Des Metaux Precieux-Paris within an oval)

*No longer produced

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Furukawa Metals Co. Ltd.	Nikko City, Japan	TRIA	OPEN TRIANGLE (like letter A, brand name "Yamaichi")
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass.	GWHH	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass.	HAND	* HH HANDY & HARMAN SILVER
	Fairfield, Conn.	HARM	* HH HANDY & HARMAN SILVER Fairfield, Conn.)
INCO Limited	Sudbury, Ontario	ORCO	ORC
Industrial Minera Mexico, S.A.	Monterrey, Mexico	ASMO	* ASARCO-MONTERREY
	Monterrey, Mexico	IMMM	IMM-MONTERREY
Johnson Matthey Limited	Brampton, Ontario	JMJM	* JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: JM LTD.-CANADA-ASSAY OFFICE)
	Brampton, Ontario	JMCA	* JM (with crossed hammers)
	Brampton, Ontario	JMMC	* J.M. & M. Ltd.
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO	JOHNSON MATTHEY LONDON
	Royston, England	JMCF	* JMCF
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I.-U.S.A.-ASSAY OFFICE)
Kam-Kotia Mines Ltd.	Cobalt, Ontario	CRKO	* CRK
Kennecott Corporation	Magma, Utah	KUEU	KUE
Metalli Preziosi S.p.A.	Milan, Italy	MPSP	METALLI PREZIOSI S.p.A. MILANO (with MP)
n.v. Union Miniere s.a.	Hoboken, Belgium	MHOV	* HOBOKEN 999.7+
- - Business Unit Hoboken	Hoboken, Belgium	HOBN	HOBOKEN 999+
Metalor Technologies USA Corp.	N. Attleboro, Mass.	META	* METAUX PRECIEUX SA METALOR (in a circle with letters MUS in center)
	N. Attleboro, Mass.	MUST	METALOR (with "MUS" assay mark)
Metalor Precieux SA Metalor	Neuchatel, Switzerland	MPOR	METAUX PRECIEUX SA METALOR (in a circle with letters MP in center)
Met-Mex Penoles, SA de CV	Monterrey, Mexico	MPSA	* METALURGICA MEXICANA PENOLES S.A.
	Torreon, Mexico	POPM	PRODUCT OF PENOLES MEXICO
Mitsubishi Materials Corporation	Kagawa, Japan	DIAM	Three diamonds forming a triangle
No. 1 Mining Corporation	Namtu, Burma	BRMA	BURMA MINES
Noranda Metallurgy Inc.- Copper	Montreal East, Quebec	CCRL	CCR CANADA

*No longer produced

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Norddeutsche Affinerie A.G.	Hamburg, W. Germany	NAHA	NORDDEUTSCHE AFFINERIE HAMBURG
PAMP S.A.	Castel San Pietro, Switzerland	PAMP	PAMP
PGP Industries Inc.	Duncan, South Carolina	PGPI	PGP
Rand Refinery Limited	Germiston, Transvaal	RRSA	RAND REFINERY LTD. (with RR Ltd. on underside)
Rudarsko Metalursko Hernijski Kombinat, Trepca	Zvecan, Yugoslavia	TREP	TREPCA
Sabin Metal Corporation	Scottsville, N.Y.	SABN	SMC
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	* THE SHEFFIELD SMELTING CO. LTD.
United States Assay Office	Denver, Colorado New York, New York Philadelphia, Pa. San Francisco, Cal.	USDE USNY USPH USSF	* SEAL OF UNITED STATES (with year and location of production)
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	* DRW
U.S. Smelting, Refining & Mining	East Chicago, Ill.	USSC	* USSCO
Zaklady Metalurginczne Trzebinia	Trzebinia, Poland	ZTMP	ZTM

*Denotes no longer produced

APPENDIX m14B - CBOT LICENSED DEPOSITORIES AND ASSAYERS FOR mini-sized SILVER

Depository	Facilities	Computer Code
NEW YORK		
SCOTIA MOCATTA DEPOSITORY, A DIVISION OF THE BANK OF NOVA SCOTIA 26 Broadway New York, NY 10004 Orders: (212) 912-8530	26 Broadway New York, NY	3001
HSBC BANK USA 1 West 39th Street, SC 2 Level New York, NY 10018 Orders: (212) 525-6439	1 West 39th Street, SC 2 Level New York, NY 425 Sawmill River Road Ardsley, NY	5001 5002
BRINKS GLOBAL SERVICES, USA, INC. A DIVISION OF BRINKS, INC. Suite 400 580 5th Avenue New York, NY 10036 Orders: (718) 260-2200	652 Kent Avenue Brooklyn, NY	4001
DELAWARE		
DELAWARE DEPOSITORY SERVICE COMPANY, LLC 3601 North Market Street Wilmington, DE 19802 Orders: (302) 765-3884	3601 North Market Street Wilmington, DE 4200 Governor Printz Blvd. Wilmington, DE	6001 6002

LICENSED ASSAYER FOR mini-sized SILVER

Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
Orders: NJ (201) 837-7160

11/01/04

APPENDIX 15A - BRANDS APPROVED FOR DELIVERY AGAINST 100 OUNCE GOLD CONTRACTS

PRODUCER	REFINED AT	CODE		BRAND MARKS
AGR Joint Venture	Perth, Australia	PMAU		THE PERTH MINT AUSTRALIA (with swan motif mint mark within circle)
Argor, S.A.	Chiasso, Switzerland	ARGO	*	ARGOR S.A. CHIASSO-ASA
Argor - Heraeus SA	Mendrisio, Switzerland	ARHE		ARGOR-HERAEUS SA, A-H, SWITZERLAND
ASARCO Incorporated	Amarillo, Texas	ASAT		ASARCO GOLD- AMARILLO, TEXAS
Casa da Moeda do Brasil	Rio de Janeiro, Brazil	CASA		CASA DA MOEDA DO BRASIL-CMB
Compagnie des Metaux Precieux	Ivry, France	CMPP	*	COMPAGNIE DES METAUX PRECIEUX PARIS (may also contain letters CMP)
	Ivry, France	SDBS	*	SOCIETE DE BANQUE SUISSE
Companhia Real de Metais	Sao Paulo, Brazil	CRDM		CRM
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL		COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS (with Affineur Fondeur within octagon)
OMG AG & Co. KG	Hanau, Germany	DEGU	*	DEGUSSA FEINGOLD (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	Burmington, Ontario	DECA	*	DEGUSSA CANADA LTD. (with 1/2 sun and 1/4 moon within diamond)
OMG Brasil Ltda.	Guarulhos, Brazil	DEBR		DEGUSSA S.A. (with 1/2 sun and 1/4 moon within diamond)
H.Drijfhout & Zoon's Edelmetaalbedrijven BV	Amsterdam, Netherlands	HDZA		H. DRIJFHOUT & ZOON-AMSTERDAM-MELTERS (within octagon)

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Engelhard Corporation	Carteret, N.J.	ENNE	* ENGELHARD (may also be * ENGELHARD NEW JERSEY-U.S.A. or ENGELHARD U.S.A.)
	Carteret, N.J.	BAKE	* BAKER (within circle atop triangle)
	Chessington, England	ENCI	* ENGELHARD LONDON
	Thomastown, Australia	ENTH	* ENGELHARD AUSTRALIA
	Aurora, Ontario	ENAU	* ENGELHARD (with circle connected to 1/2 moon to left of name; may also be ENGELHARD INDUSTRIES OF CANADA LTD.
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass	GWHH	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass	HAND	* HH HANDY & HARMAN
W.C. Heraeus, G.m.b.H.	Hanau, Germany	HERA	HERAEUS FEINGOLD (with Heraeus Edelmetalle GmbH-Hanau encircling three roses)
Heraeus Incorporated	Newark, N.J.	HERI	HERAEUS FEINGOLD (with capital letter "E" preceding serial number)
Heraeus Ltd.	Kowloon, Hong Kong	HERH	HERAEUS FEINGOLD (with capital letter "H" preceding serial number)
Homestake Mining Company	Lead, South Dakota	HMCO	* HOMESTAKE MINING COMPANY (with HMC all within circle)
Johnson Matthey, Inc.	Winslow, New Jersey	MBUS	* MATTHEY BISHOP U.S.A. (within an oval)
Johnson Matthey Limited	Brampton, Ontario	JMMC	* JOHNSON MATTHEY & MALLORY-CANADA (within an oval)
	Brampton, Ontario	JMCA	* JM (with crossed hammers)
	Brampton, Ontario	JMJM	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M. LTD.-CANADA-ASSAY OFFICE)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Johnson Matthey Limited (Australia)	Kogarah, Australia	MGPS	*	MATTHEY GARRETT PTY. SYDNEY REFINERS (within an oval)
	Kogarah, Australia	JMLA	*	JOHNSON MATTHEY LIMITED AUSTRALIA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO		JOHNSON MATTHEY LONDON (within an oval)
Johnson Matthey & Pauwels S.A.	Brussels, Belgium	JMPA	*	JOHNSON MATTHEY & PAUWELS (within an oval)
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI		JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I. U.S.A.-ASSAY OFFICE)
Kennecott Utah Copper Corporation	Magna, Utah	KUAU		KUC
Metallurgie Hoboken Overpelt S.A.	Hoboken Belgium	MHOV	*	METALLURGIE HOBOKEN OVERPELT
n.v. Union Miniere s.a. - Business Unit Hoboken	Hoboken, Belgium	HOBO		Hoboken 9999
Metalli Preziosi S.p.A.	Milan, Italy	MPSP		METALLI PREZIOSI S.p.A. MILANO-AFFINAZIONE (with MP within a circle)
Metalor Technologies USA Corp.	Attleborough, Mass.	MUST		METALOR(R)(with the "MUS" assay mark)
	Attleborough, Mass.	META	*	METAUX PRECIEUX SA METALOR -MP (with "MUS" Assay mark)
Metaux Precieux S.A. Metalor	Neuchatel, Switzerland	MPSA		METAUX PRECIEUX SA - NEUCHATEL (with MP within a circle)
	Neuchatel, Switzerland	SBCO		SWISS BANK COPORATION
Mitsubishi Metal Corporation	Osaka, Japan	MMCO	*	MITSUBISHI METAL CORPORATION (with three diamond mark within oval)
Mitsubishi Materials Corporation	Kagawa, Japan	MITS		Three diamonds forming a triangle
Noranda Mines Limited, _CR Division	Montreal East, Quebec	CCRL	*	CANADIAN COPPER REFINERS LIMITED MONTREAL EAST, CANADA (within an oval)

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Noranda Mines Limited, CCR Division	Montreal East, Quebec	NORA	*	NORANDA MINES LIMITED - CCR, MONTREAL EAST, CANADA (within an oval)
Noranda Metallurgy Inc. - Copper	Montreal East, Quebec	NINC		NORANDA MINES Inc. - CCR, MONTREAL EAST, CANADA (within an oval)
Norddeutsche Affinerie AG	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP, S.A.	Castel S. Pietro,	PAMP		PAMP-SUISSE Produits Artistiques Metaux Precieux Switzerland
Rand Refinery Limited	Germiston Transvaal	RRSA		RAND REFINERY Ltd. SOUTH AFRICA (encircling picture of springbok)
Royal Canadian Mint	Ottawa, Canada	RCMI		ROYAL CANADIAN MINT (encircling a crown)
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Schone Edelmetaal NV	Amsterdam, Netherlands	GSNV		GUARANTEED BY SCHONE N.V. AMSTERDAM
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD. - LONDON & SHEFFIELD
Tanaka Kikinzoku Kogyo K.K.	Ichikawa, Japan	TTME		TANAKA TOKYO-MELTERS
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S.S.R	Moscow, U.S.S.R	CCCP		CCCP (with hammer and sickle)
Valcambi, S.A.	Balerna, Switzerland	CRSU		CREDIT SUISSE

* Denotes brand is no longer produced.

APPENDIX 15B-CBOT LICENSED DEPOSITORIES AND ASSAYERS
FOR 100 OUNCE GOLD CONTRACTS

Depository	Location	Vault Number
Brinks Global Services USA, Inc. A Division of Brinks, Inc.	652 Kent Avenue Brooklyn, NY 11211	4001
HSBC Bank USA	452 5th Avenue New York, NY 10018	4008
Scotia Mocatta Depository A Division of Bank of Nova Scotia	26 Broadway New York, NY 10004	3001

Assayers for 100 ounce gold contracts
Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(201) 837-7160

(10/01/04)

APPENDIX m15A - BRANDS APPROVED FOR DELIVERY
AGAINST CBOT mini-sized GOLD CONTRACTS

PRODUCER	REFINED AT	CODE	BRAND MARKS
AGR Joint Venture	Perth, Australia	PMAU	THE PERTH MINT AUSTRALIA (with swan motif mint mark within circle)
Argor, S.A.	Chiasso, Switzerland	ARGO	*ARGOR S.A. CHIASSO-ASA
Argor-Heraeus SA	Mendrisio, Switzerland	ARHE	ARGOR-HERAEUS SA, A-H, SWITZERLAND
ASARCO Incorporated	Amarillo, Texas	ASAT	ASARCO GOLD-AMARILLO, TEXAS
Casa da Moeda do Brasil	Rio de Janeiro, Brazil	CASA	CASA DA MOEDA DO BRASIL-CMB
Compagnie des Metaux Precieux	Ivry, France	CMPP	*COMPAGNIE DES METAUX PRECIEUX PARIS (may also contain letters CMP)
	Ivry, France	SDBS	*SOCIETE DE BANQUE SUISSE
Companhia Real de Metais	Sao Paulo, Brazil	CRDM	CRM
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL	COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS (with Affineur Fondeur within octagon)
OMG AG & Co. KG	Hanau, Germany	DEGU	*DEGUSSA FEINGOLD (with 1/2 sun and 1/4 moon within diamond)
OMG AG & Co. KG	Burmington, Ontario	DECA	*DEGUSSA CANADA LTD. (with 1/2 sun and 1/4 moon within diamond)
OMG Brasil Ltda.	Guarulhos, Brazil	DEBR	DEGUSSA S.A. (with 1/2 sun and 1/4 moon within diamond)
H.Drijfhout & Zoon's Edelmetaalbedrijven BV	Amsterdam, Netherlands	HDZA	H. DRIJFHOUT & ZOON-AMSTERDAM-MELTERS (within octagon)

Appendix m15A

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Engelhard Corporation	Carteret, N.J.	ENNE	* ENGELHARD (may also be ENGELHARD NEW JERSEY-U.S.A. or ENGELHARD U.S.A.)
	Carteret, N.J.	BAKE	* BAKER (within circle atop triangle)
	Chessington, England	ENCI	* ENGELHARD LONDON
	Thomastown, Australia	ENTH	* ENGELHARD AUSTRALIA
	Aurora, Ontario	ENAU	* ENGELHARD (with circle connected to 1/2 moon to left of name; may also be ENGELHARD INDUSTRIES OF CANADA LTD.
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass	GWHH	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass	HAND	* HH HANDY & HARMAN
W.C. Heraeus, G.m.b.H.	Hanau, Germany	HERA	HERAEUS FEINGOLD (with Heraeus Edelmetalle GmbH-Hanau encircling three roses)
Heraeus Incorporated	Newark, N.J.	HERI	HERAEUS FEINGOLD (with capital letter "E" preceding serial number)
Heraeus Ltd.	Kowloon, Hong Kong	HERH	HERAEUS FEINGOLD (with capital letter "H" preceding serial number)
Homestake Mining Company	Lead, South Dakota	HMCO	* HOMESTAKE MINING COMPANY (with HMC all within circle)
Johnson Matthey, Inc.	Winslow, New Jersey	MBUS	* MATTHEY BISHOP U.S.A. (within an oval)
Johnson Matthey Limited	Brampton, Ontario	JMMC	* JOHNSON MATTHEY & MALLORY-CANADA (within an oval)
	Brampton, Ontario	JMCA	* JM (with crossed hammers)
	Brampton, Ontario	JMJM	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp; J.M. LTD.-CANADA-ASSAY OFFICE)

Appendix m15A

PRODUCER	REFINED AT	COMPUTER CODE	BRAND MARKS
Johnson Matthey Limited (Australia)	Kogarah, Australia	MGPS	* MATTHEY GARRETT PTY. SYDNEY REFINERS (within an oval)
	Kogarah, Australia	JMLA	* JOHNSON MATTHEY LIMITED AUSTRALIA
Johnson Matthey Chemicals Ltd.	Royston, England	JMLO	JOHNSON MATTHEY LONDON (within an oval)
Johnson Matthey & Pauwels S.A.	Brussels, Belgium	JMPA	* JOHNSON MATTHEY & PAUWELS (within an oval)
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	JMRI	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I. U.S.A.-ASSAY OFFICE)
Kennecott Utah Copper Corporation	Magna, Utah	KUAU	KUC
Metallurgie Hoboken Overpelt S.A.	Hoboken, Belgium	MHOV	* METALLURGIE HOBOKEN OVERPELT
n.v. Union Miniere s.a. - - Business Unit Hoboken	Hoboken, Belgium	HOBO	Hoboken 9999
Metalli Preziosi S.p.A.	Milan, Italy	MPSP	METALLI PREZIOSI S.p.A. MILANO-AFFINAZIONE (with MP within a circle)
Metalor Technologies USA Corp.	Attleboro, Mass.	META	* METAUX PRECIEUX SA METALOR-MP (with "MUS" Assay mark)
	Attleboro, Mass.	MUST	METALOR (with "MUS" assay mark)
Metaux Precieux S.A. Metalor	Neuchatel, Switzerland	MPSA	METAUX PRECIEUX SA - NEUCHATEL (with MP within a circle)
	Neuchatel, Switzerland	SBCO	SWISS BANK CORPORATION
Mitsubishi Metal Corporation	Osaka, Japan	MMCO	* MITSUBISHI METAL CORPORATION (with three diamond mark within oval)
Mitsubishi Materials Corporation	Kagawa, Japan	MITS	Three diamonds forming a triangle
Noranda Mines Limited, CCR Division	Montreal East, Quebec	CCRL	* CANADIAN COPPER REFINERS LIMITED MONTREAL EAST, CANADA (within an oval)

Appendix m15A

PRODUCER	REFINED AT	COMPUTER CODE		BRAND MARKS
Noranda Mines Limited, CCR Division	Montreal East, Quebec	NORA	*	NORANDA MINES LIMITED-CCR, MONTREAL EAST, CANADA (within an oval)
Noranda Metallurgy Inc. - Copper	Montreal East, Quebec	NINC		NORANDA MINES Inc. - CCR, MONTREAL EAST, CANADA (within an oval)
Norddeutsche Affinerie AG	Hamburg, W. Germany	NAHA		NORDDEUTSCHE AFFINERIE HAMBURG
PAMP, S.A.	Castel S. Pietro, Switzerland	PAMP		PAMP-SUISSE Produits Artistiques Metaux Precieux Switzerland
Rand Refinery Limited	Germiston Transvaal	RRSA		RAND REFINERY Ltd. SOUTH AFRICA (encircling picture of springbok)
Royal Canadian Mint	Ottawa, Canada	RCMI		ROYAL CANADIAN MINT (encircling a crown)
Sabin Metal Corporation	Scottsville, N.Y.	SABN		SMC
Schone Edelmetaal NV	Amsterdam, Netherlands	GSNV		GUARANTEED BY SCHONE N.V. AMSTERDAM
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	*	THE SHEFFIELD SMELTING CO. LTD. - LONDON & SHEFFIELD
Tanaka Kikinzoku Kogyo K.K.	Ichikawa, Japan	TTME		TANAKA TOKYO-MELTERS
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	*	DRW
U.S.S.R.	Moscow, U.S.S.R.	CCCP		CCCP (with hammer and sickle)
Valcambi, S.A.	Balerna, Switzerland	CRSU		CREDIT SUISSE

* Denotes brand no longer produced.

APPENDIX m15B--CBOT LICENSED DEPOSITORIES AND
ASSAYERS FOR mini-sized GOLD

Depository	Facilities	Computer Code
NEW YORK		
SCOTIAMOCATTA DEPOSITORY A DIVISION OF THE BANK OF NOVA SCOTIA 26 Broadway New York, NY 10004 (Orders: (212) 912-8530)	26 Broadway New York, NY	3001
HSBC Bank USA 1 West 39th Street, SC 2 Level New York, NY 10018 (Orders: (212) 525-6439)	1 West 39th Street, SC 2 Level New York, NY	5001
	425 Sawmill River Road Ardsley, NY	5002

LICENSED ASSAYER FOR mini-sized GOLD

Ledoux & Company
359 Alfred Avenue
Teaneck, NJ 07666
(Orders: NJ (201) 837-7160)

10/01/04

APPENDIX 37B - ROUGH RICE REGULARITY

ROUGH RICE REGULARITY

The following applications for a declaration of regularity for the delivery of Rough Rice have been approved through June 30, 2006:

FIRM/FACILITY	Total Capacity (cwt.)	Maximum Receipts Deliverable	Storage Rate* (per hundred weight per day)	Load-Out rate (per hundred weight
RICELAND FOODS, INC.				
Waldenburg, AR	400,000	200	34.00/100 of a cent	22.22 cents
FARMER'S GRANARY, INC.				
Patterson, AR	900,000	450	28.89/100 of a cent	22.22 cents
GULF RICE ARKANSAS LLC				
Harrisburg, AR	953,000	476	34.00/100 of a cent	22.22 cents
HARVEST RICE, INC.	574,000	287	34.00/100 of a ct.	22.22 cents
McGehee, AR				
POINSETT RICE & GRAIN, INC.				
Waldenburg, AR	830,250	415	29.67/100 of a cent	22.22 cents
Diaz, AR	425,250	212	29.67/100 of a cent	22.22 cents
PRODUCER'S RICE MILL, INC.				
Stuttgart, AR	122,000	61	28.89/100 of a ct.	21.10 cents
Stuttgart, AR (mill site)	400,000	200	28.89/100 of a ct.	21.10 cents
Wynne, AR	478,000	239	28.89/100 of a ct.	20.00 cents
RICELAND FOODS, INC.				
Dumas, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Fair Oaks, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Hickory Ridge, AR	338,000	169	34.00/100 of a ct.	22.22 cents
Jonesboro, AR	2,250,000	1,125	34.00/100 of a ct.	22.22 cents
McGehee, AR	300,000	150	34.00/100 of a ct.	22.22 cents
Newport, AR	360,000	180	34.00/100 of a ct.	22.22 cents
Stuttgart, AR- Dryer Mill Site	1,600,000	800	34.00/100 of a ct.	22.22 cents
Weiner, AR	450,000	225	34.00/100 of a ct.	22.22 cents
Wheatly, AR	450,000	225	34.00/100 of a ct.	22.22 cents

* Storage rate cap of 34/100 of a cent applies to all receipts issued on and after 05/01/95

08/01/04

APPENDIX 37C - DEFINITIONS

FIRST POSITION DAY - Shall be the second business day prior to the first business day of the delivery month.

FIRST NOTICE DAY - Shall be the business day prior to the first business day of the delivery month.

FIRST DELIVERY DAY - Shall be the first business day of the delivery month.

LAST TRADING DAY - Shall be the business day prior to the last seven business days of the delivery month.

LAST NOTICE DAY - Shall be the business day prior to the last business day of the delivery month.

LAST DELIVERY DAY - Shall be the last business day of the delivery month.

11/01/94

APPENDIX 37D - MINIMUM FINANCIAL REQUIREMENTS FOR ROUGH RICE REGULARITY

The minimum financial requirements for firms which are regular to deliver Rough Rice are:

1. Working Capital - (current assets less current liabilities) must be greater than or equal to $1,000,000. Firms which do not have $1,000,000 in working capital must deposit with the Exchange $5,000 per contract which they are regular to deliver, up to a maximum of $1,000,000 less SEC haircuts, as specified in SEC Rule 15c3-1(c) (2) (vi), (vii) and (viii) plus 3% in the event of liquidation.

2. Net Worth - (Total assets less total liabilities) divided by the firm's allowable capacity (measured in contracts) must be greater than $5,000.

3. Each firm which is regular to deliver Rough Rice is required to file a yearly certified financial statement within 90 days of the firm's year-end. Each such firm is also required to file within 90 days of the statement date an unaudited semi-annual financial statement. In addition, the Exchange may request additional financial information as it deems appropriate;

4. A Letter of Attestation must accompany all financial statements. The Letter of Attestation must be signed by the Chief Financial Officer or if there is none, a general partner, executive officer, or managerial employee who has the authority to sign financial statements on behalf of the firm and to attest to their correctness and completeness.

5. For the requirements for notification of capital reductions, see Regulation 285.03.

6. Any change in the organizational structure of a firm that is regular for delivery requires that the firm notify the Exchange prior to such change. Changes in organizational structure shall include, but not be limited to, a corporation, limited liability company, general partnership, limited partnership or sole proprietorship that changes to another form. Prior to such change occurring, the firm is also required to notify the Exchange in writing of any name change.

For other applicable provisions, see Appendix 4G, "Letter of Credit Standards" and Appendix 4H, "Bonding Standards."

01/01/04

Exhibit 4.3

CBOT HOLDINGS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CLASS A COMMON STOCK [, SERIES A-__] CUSIP: 14984K

The transfer of shares of stock represented by this certificate is subject to the restrictions set forth on the reverse side.

THIS CERTIFIES THAT

is the record holder of

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK, [SERIES A-__,] $.001 PAR VALUE PER SHARE, OF

CBOT HOLDINGS, INC.

transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of the Certificate properly endorsed. [This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.]

In Witness whereof the Corporation has caused this Certificate to be executed and attested to by the manual or facsimile signatures of its duly authorized officers, under a facsimile of its corporate seal to be affixed hereto.

Dated:

COUNTERSIGNED AND REGISTERED:

Transfer Agent and Registrar Corporate Seal Here

President and Chief Executive Officer

By

Authorized Signature Secretary

CBOT HOLDINGS, INC.

Upon request the Corporation will furnish any holder of shares of Common Stock of the Corporation, without charge, with a full statement of the powers, designations, preferences and relative, participating, optional or other special rights of any class or series of capital stock of the Corporation, and the qualifications, limitations or restrictions of such preferences and/or rights.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT - Custodian
TEN ENT - as tenants by the entireties	
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act (State)
	UNIF TRF MIN ACT - Custodian (until age) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the above list

For Value received, _____ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE

_____

_____

_____ Shares

of the Common Stock represented by the within Certificate, and do(es) hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

X _____

X _____

NOTICE: The Signature(s) to this assignment must correspond with the name(s) as written upon the face of the certificate in every particular without alteration or enlargement or any change whatever.

Signature(s) Guaranteed:

By _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON _____, _____. THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN ARTICLE IV(C) OF THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION (AS AMENDED, RESTATED, MODIFIED OR REPEALED IN ACCORDANCE WITH ITS TERMS) OF CBOT HOLDINGS, INC.(THE "COMPANY"). A COPY OF SUCH CONDITIONS SHALL BE FURNISHED BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

Exhibit 5

[Letterhead of Morris, Nichols, Arsht & Tunnell]

(Date)

CBOT Holdings, Inc.
Board of Trade of the City of Chicago, Inc.
141 West Jackson Blvd.
Chicago, IL 60604

Re: Restructuring Transactions

Ladies and Gentlemen:

We are acting as special Delaware counsel to CBOT Holdings, Inc., a Delaware corporation ("CBOT Holdings"), and Board of Trade of the City of Chicago, Inc., a Delaware corporation (the "Company"), in connection with the demutualization and restructuring of the Company (the "Restructuring Transactions"). As described in the Registration Statement on Form S-4, Registration No. 333-72184 (as amended and supplemented, the "Registration Statement"), filed by CBOT Holdings, which is currently a wholly owned subsidiary of the Company, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), the Restructuring Transactions include, inter alia: (i) the merger of the Company with a wholly owned subsidiary of CBOT Holdings (the "Merger"), as a result of which the outstanding memberships in the Company will be converted into Class B memberships in the Company, (ii) the distribution by the Company to the members of the Company of a dividend (the "Dividend") of shares of common stock, par value $.001 per share, of CBOT Holdings (the "Common Stock") to be distributed immediately following the effective time of the Merger, and (iii) the adoption of an Amended and Restated Certificate of Incorporation (the "Restated Certificate") and Amended and Restated Bylaws (the "Restated Bylaws") of the Company, as well as the adoption and amendment of various Rules of the Company.

As described in the Registration Statement, the Class B memberships will be issued in five separate series, designated Series B-1, Series B-2, Series B-3, Series B-4 and Series B-5. A maximum of 1,402 Series B-1, Class B memberships, 867 Series B-2, Class B memberships, 128 Series B-3, Class B memberships, 641 Series B-4, Class B memberships and 643 Series B-5, Class B memberships will be issued in the Merger (collectively, the "New Memberships"), and a total of 49,359,836 shares of Common Stock will be issued in the Dividend to be paid immediately after the Merger (the "Shares"). As described in the Registration Statement, the holders of different classes of membership in the Company prior to the Merger will receive different combinations of New Memberships and Shares as a result of the Merger and Dividend. Specifically, members will receive:

1. For each Full Membership, a combination of interests consisting of 9,114, 9,112 and 9,112 shares of Series A-1, A-2 and A-3 Common Stock, respectively, and one Series B-1, Class B membership;

2. For each Associate Membership, a combination of interests consisting of 3,334, 3,333 and 3,333 shares of Series A-1, A-2 and A-3 Common Stock, respectively, and one Series B-2, Class B membership;

3. For each GIM Membership and for each one-half participation in an Associate Membership, a combination of interests consisting of 1,668, 1,666 and 1,666 shares of Series A-1, A-2 and A-3 Common Stock, respectively, and one Series B-3, Class B membership;

4. For each IDEM Membership, a combination of interests consisting of 368, 366, and 366 shares of Series A-1, A-2 and A-3 Common Stock, respectively, and one Series B-4, Class B membership; and

5. For each COM Membership, a combination of interests consisting of 834, 833 and 833 shares of Series A-1, A-2 and A-3 Common Stock, respectively, and one Series B-5, Class B membership.

These five combinations of interests are referred to collectively hereinafter as "Combinations of Interests." The offer and sale of the Combinations of Interests and the Shares are being registered pursuant to the Registration Statement.

For purposes of rendering the opinions expressed herein, we have examined and relied upon the following documents in the forms provided to us by the Company: the Amended and Restated Certificate of Incorporation and Bylaws of the Company, and the Amended and Restated Certificate of Incorporation and Bylaws of CBOT Holdings, in effect as of the date hereof; the Restated Certificate and the Restated Bylaws proposed to be adopted by the Company in the Restructuring Transactions as set forth in the Registration Statement; the Amended and Restated Certificate of Incorporation of CBOT Holdings (the "CBOT Holdings Restated Certificate") and the Amended and Restated Bylaws of CBOT Holdings (the "CBOT Holdings Restated Bylaws") proposed to be adopted by CBOT Holdings in the Restructuring Transactions as set forth in the Registration Statement; the Agreement and Plan of Merger dated _____ by and among the Company, CBOT Merger Sub, Inc. and CBOT Holdings (the "Merger Agreement"); the form of resolutions to be adopted by the board of directors of the Company (the "Company Board") to declare the Dividend (the "Dividend Resolutions"); a Certificate executed by the Secretary of the Company relating to certain factual matters and representations made by the Company (the "Secretary's Certificate"); and the Registration Statement. In such examinations, we have assumed the genuineness of all signatures and the conformity to original documents of all documents submitted to us as drafts or copies or forms of documents to be executed. No opinion is expressed with respect to the requirements of, or compliance with, federal or state securities or blue sky laws. We have not reviewed any documents other than those identified above in connection with this opinion. As to any facts material to our opinion, other

than those assumed, we have relied without independent investigation on the above-referenced documents and on the accuracy, as of the date hereof, of the matters therein contained.

Based upon and subject to the foregoing, and limited in all respects to matters of Delaware law, it is our opinion that when the New Memberships and the Shares, respectively, are issued in the Dividend and the Merger, respectively, as described in the Registration Statement and in accordance with the documents referred to therein and herein, the Shares and the New Memberships will be legally issued, fully paid and nonassessable and, accordingly, the Combinations of Interests consisting of such New Memberships and Shares will be legally issued, fully paid and nonassessable. Our opinion with respect to the nonassessable status of the New Memberships, and of the Combinations of Interests to the extent comprised of New Memberships, does not include dues, fees, fines, charges or other assessments or penalties that may be imposed by the Company on holders of memberships in accordance with and to the extent permitted by the Restated Certificate and Restated Bylaws of the Company, including the rules and regulations of the Company as incorporated into the Restated Bylaws, and we express no opinion concerning the validity or enforceability of any particular right, power, privilege, or obligation of any member of the Company or attaching to any New Membership issued by the Company.

We express no opinion whether the Combinations of Interests constitute a separately issued security for purposes of Delaware law.

We hereby consent to the filing of this opinion as exhibit 5 to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the Prospectus forming a part thereof. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

The opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the applicable law be changed by legislative action, judicial decision or otherwise after the date on which the Registration Statement is declared effective by the Commission.

Very truly yours,

Confidential

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

eSPEED, INC., and ELECTRONIC TRADING SYSTEMS CORPORATION,	)	
Plaintiff(s)	)	
	)	CIVIL ACTION NO. 3:99-CV- 1016-M
VS.	)	
THE BOARD OF TRADE OF THE CITY OF CHICAGO and THE CHICAGO MERCANTILE EXCHANGE,	)	
Defendant(s)	)	

SETTLEMENT AGREEMENT

1. The parties hereto agree that this lawsuit and all related claims, lawsuits and controversies between them, asserted or assertable in connection with or arising out of this case, are hereby settled in accordance with the following terms of this Settlement Agreement. The parties agree that the terms of this Settlement Agreement are for the purpose of disposing of disputed claims, and are not an admission of liability on the part of any party hereto.

2. The consideration to be given for this settlement is as follows:

   See Attachment "A" and "B" which are attached hereto and made *a part hereof.

3. The above styled and numbered case shall be resolved by an agreed order of dismissal with prejudice with costs taxed to the party incurring same.

4. Conditioned upon the initial payments due pursuant to Attachments A and B, the parties agree to release, discharge, and forever hold each other harmless from any and all claims, demands, suits, and judgments, known or unknown, fixed or contingent, liquidated or unliquidated, which were asserted or assertable in the above case, as of this date, arising from or related to any act or omission or event occurring up to the date of this Agreement. These releases run to the benefit of all attorneys, agents, employees, trustees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the parties, in each case only as to acts made solely in such capacity, as well as the parties' majority-owned direct or indirect subsidaries and One Chicago. For clarity, the release with respect to past acts of infringement shall extend to (1) the Board of Trade Clearing Corporation, (2) any suppliers (only to the extent they acted in the capacity of a supplier) of all or a portion of CME's Electronic Futures Exchange (as defined in Attachment A) solely with respect to the acts of making for CME, selling to CME, and offering for sale to CME, all or a portion of CME's Electronic Futures Exchange and (3) any suppliers of all or a portion of CBOT's Electronic Futures Exchange (as defined in Attachment B) solely with respect to the acts of making for CBOT, selling to CBOT, and offering for sale to CBOT, all or a portion of CBOT's Electronic Futures Exchange.

"Party," if used in these releases, includes all named parties to this Agreement, and all related entities of the parties, including, without limitation, Chicago Mercantile Exchange Holdings Inc. and Chicago Mercantile Exchange Inc.

5. Each signatory hereto warrants and represents that:

(a) He or she has authority to bind the party or parties for whom such person acts except as set forth in paragraph 10(b).

(b) It has the authority to dispose of and/or grant rights with respect to the claims, suits, rights and/or interests which are the subject matter hereto and that such claims, suits, rights and/or interests have not been assigned, transferred or sold.

(6) (a) eSpeed represents and warrants to CBOT and CME that as of the Effective Date, eSpeed is not aware of any claims against CBOT, CME, or their respective majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

(b) ETS represents and warrants to CBOT and CME that as of the Effective Date, ETS is not aware of any claims against CBOT, CME, or their majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

(c) CBOT represents and warrants to eSpeed that as of the Effective Date, CBOT is not aware of any claims against eSpeed or its majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

(d) CBOT represents and warrants to ETS that as of the Effective Date, CBOT is not aware of any claims against ETS or its majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

(e) CME represents and warrants to eSpeed that as of the Effective Date, CME is not aware of any claims against eSpeed or its majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

(f) CME represents and warrants to ETS that as of the Effective Date, CME is not aware of any claims against ETS or its majority-owned direct or indirect subsidiaries, other than the claims that are released and discharged by this Agreement.

7. The parties are authorized to make disclosure of the terms of this Agreement to their respective attorneys, accountants, tax advisors and other persons or entities having a valid commercial interest in the subject matter hereof, provided that prior to any such disclosure, the person or entity to whom such disclosure is made shall agree to keep this Agreement confidential. If any party is sought to be required by judicial or legislative subpoena, notice or other process or demand to furnish information covering the terms of this Agreement, such party shall give as much advance written notice thereof as is reasonably possible to the other parties so that they may, if they so elect, seek protective relief. Notwithstanding the foregoing, eSpeed shall be allowed to disclose the financial terms of this Agreement to licensees for purposes of matters related to most favored licensee provisions.

8. The parties shall make no suggestion that CBOT or CME, by entering into this Agreement, has admitted infringement or validity, nor shall the parties make any suggestion that eSpeed and/or ETS has conceded noninfringement or invalidity. Also, the parties agree to refer to this document as a settlement agreement.

9. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree to attempt to resolve same by telephone conference with Bud Silverberg, the Mediator who facilitated this settlement. If the parties cannot resolve their differences by telephone conference, then each agrees to schedule one day of mediation with such Mediator within thirty (30) days to resolve the dispute and to share the costs of same equally. If a party refuses to mediate, then that party may not recover attorney's fees and costs in any litigation brought to construe or enforce this Agreement. Otherwise, if mediation is unsuccessful and litigation is brought to construe or enforce this Agreement, then the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and expenses, including the cost of the mediation.

10. Other terms of this settlement are as follows:

    (a) Attorney's Fees: Each party shall pay its own attorney's fees.

    (b) This Agreement is subject to the approval of the Board of Directors of CBOT by the close of business on August 27,2002.

11. This Settlement Agreement is made and performable in Dallas County, Texas, and shall be construed in accordance with the laws of the State of Texas.

12. Each signatory to this Settlement Agreement has entered into same freely and without duress after having consulted with counsel of his or her choice. Each party hereto has been advised by the Mediator that the Mediator is not the attorney for any party and that

each party should have this Agreement reviewed by that party's counsel prior to executing same. All signatories to this Agreement hereby release the Mediator from any and all responsibility arising from the drafting of this Settlement Agreement.

13. All parties agree that faxed signatures shall be sufficient to bind the parties hereto.

14. If either CBOT does not execute this Agreement or the Board of Directors of the CBOT fails to approve this Agreement, then this Agreement shall be binding as between eSpeed, ETS, and CME, provided that those provisions applicable to CBOT shall be null and void.

Signed this 23rd day of August 2002.

PLAINTIFF(S):	DEFENDANT(S):
/s/ Howard Lutnick	/s/ Nickolas J. Neubauer
Chairman, eSpeed, Inc.	CBOT Chairman
/s/ H. C. Sibley	/s/ Terrence A. Duffy
Chairman, Electronic Trading Systems Corp.	Chairman, CME
APPROVED AS TO FORM:	APPROVED AS TO FORM:
COUNSEL FOR PLAINTIFF(S)	COUNSEL FOR DEFENDANT(S)

ATTACHMENT B

"CBOT's Electronic Futures Exchange" shall mean an electronic exchange operated by or for the benefit of CBOT, its majority-owned (directly or indirectly) subsidiaries (the "Subsidiaries"), its successors, and its associated clearing organizations, in each case for the trading and clearing of CBOT's products, (1) where users of the electronic exchange (and/or their agents) can enter bids and offers which are matched by a computer, and (2) which CBOT makes available to its members and/or customers, CBOT controls primary access thereto, and CBOT must provide consent for a third party to gain access thereto. This definition includes One Chicago with respect to futures contracts on individual securities and narrow based security indices. Except with respect to CBOT, its successors, Subsidiaries, and associated clearing organizations, this definition does not include electronic futures exchanges in which CBOT may have an ownership interest, a controlling interest (whether by exercise of voting rights or through an exercise of other interests) and/or operational responsibility.

"Licensed Activities" shall mean an activity by which CBOT's Electronic Futures Exchange is used to match bids and offers, together with associated clearing and compliance functions, in each case as defined in the `201 Patent. eSpeed and ETS agree that no license is required for the trading of commodities.

Conditioned upon the payment called for below, eSpeed grants to CBOT a worldwide, non-exclusive, non-transferable, paid-up license, (but without the right to sublicense), to make, have made, and use (but not to sell or offer for sale) an electronic marketplace for conducting Licensed Activities under United States Patent 4,903,201 (the `201 Patent) for the life thereof. For the avoidance of doubt, CBOT shall have the right to transfer this Agreement and license to the successor entitites previously described in CBOT's pending S-4 Registration Statement, provided such parties agree to be bound by all terms hereof and provided that all warranties and representations made herein can be made by such entities.

The license granted herein does not give CBOT the right to license, sell, or offer for sale any software that matches bids and offers for an electronic trading system to any third party, provided that CBOT may do so where proper pursuant to the terms of a license granted to a third party by eSpeed. For convenience of the parties and without resolving any legal issues concerning the following, the parties agree that none of the following shall constitute a sale or offer for sale of any invention claimed in the Patent: selling stock or memberships in the CBOT, leasing or selling equipment to be used with any CBOT's Electronic Futures Exchange, or receiving monetary compensation for the use of CBOT's Electronic Futures Exchange.

Notwithstanding anything to the contrary, the license granted herein shall not allow CBOT to process trades for any third party futures exchange, provided that CBOT may do so where proper pursuant to the terms of a license granted to a third party by eSpeed.

Nothing herein shall be construed to grant any license to (or constitute a waiver of exhaustion of rights with respect to) any intellectual property other than United States Patent no. 4,903,201, either explicitly or by implication.

For the rights and license granted herein, CBOT shall make a lump sum settlement payment (which includes a paid up license fee) to eSpeed of fifteen million dollars ($15,000,000). For the convenience of the parties, and as requested by CBOT, the lump sum settlement payment shall be payable to eSpeed in installments as set forth below:

(i) Within thirty (30) business days following the Effective Date, CBOT shall wire transfer to a bank account specified by eSpeed a first installment in the amount of five million dollars ($5,000,000); and

(ii) On each of the first, second, third, fourth, and fifth anniversaries of the Effective Date, CBOT shall wire transfer to a bank account specified by eSpeed a yearly installment in the amount of two million dollars ($2,000,000), the last such installment to be made on the anniversary of the Effective Date in the year 2007.

Confidential Treatment Requested by CBOT Holdings, Inc.

EXECUTION

AMENDED AND RESTATED

SOFTWARE LICENSE AGREEMENT

This Amended and Restated Software License Agreement (this "**Agreement**"), dated as of August 3, 2004, is among LIFFE ADMINISTRATION AND MANAGEMENT, a company incorporated in England and Wales ("**LIFFE**"), and BOARD OF TRADE OF THE CITY OF CHICAGO, INC., a Delaware corporation (the "**CBOT**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in **Section 1**.

RECITALS

A. LIFFE has devised and developed an automated derivatives trading and order matching system known as "LIFFE CONNECT®" to facilitate the trading of certain securities, futures, and options contracts.

B. LIFFE and the CBOT have heretofore entered into a Software License Agreement dated as of January 10, 2003 (the "**Original SLA**" and January 10, 2003, the "**Original SLA Effective Date**"), whereby LIFFE agreed to license to the CBOT the right (a) to use and/or access certain software components of the LIFFE CONNECT system, any Upgrades as LIFFE may provide pursuant to the Managed Services Agreement, and any software that may be developed or provided by LIFFE pursuant to the Development Services Agreement and/or the Managed Services Agreement; and (b) to sublicense the right to use and/or access the API and/or other Interfaces to CBOT Members, Independent Software Vendors, Quote Vendors, and other Persons wishing to participate in the CBOT Electronic Exchange.

C. LIFFE and the CBOT also entered into a Development Services Agreement, dated as of March 5, 2003 (the "**Development Services Agreement**"), whereby LIFFE agreed to provide to the CBOT a variety of services supporting the creation and implementation of LIFFE CONNECT as a platform for the CBOT Electronic Exchange.

D. As of May 13, 2003, LIFFE and the CBOT entered into a Managed Services Agreement (the "**Original MSA**"), pursuant to which LIFFE has agreed to provide to the CBOT a variety of information technology, operational, and other services supporting the ongoing operation of LIFFE CONNECT as a platform for the CBOT Electronic Exchange.

E. LIFFE and the CBOT further entered into a Relocation Services Agreement, dated as of August 15, 2003 (the "**Relocation Services Agreement**"), whereby LIFFE has agreed to establish a LIFFE data centre in a specified location in Chicago, Illinois and, commencing upon a yet to be determined date, to provide to the CBOT a variety of additional services supporting the creation, implementation and future operation of such data centre.

F. Subsequent to the execution of the agreements described above, the CBOT requested that LIFFE (i) permit the CBOT to utilize the Trading System to host electronic trading of certain derivatives products listed by one or more of the Minneapolis Grain Exchange, The Board of Trade of Kansas City, Missouri, Inc. and Winnipeg Commodity Exchange Inc., a wholly owned subsidiary of WCE Holdings Inc. (each, a "**Hosted Exchange**" and, collectively, the "**Hosted Exchanges**"); and (ii) provide to the CBOT various services in relation to such hosting (the "**Hosting Arrangement**").

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION.
OMITTED PORTIONS INDICATED BY [**].

G. Furthermore, as of April 23, 2004, LIFFE and the CBOT entered into Amendment No. 1 to the Software License Agreement, pursuant to which the CBOT is permitted to offer [**], futures and options on futures for trading via the Licensed Technology (the "[**] **Arrangement")**.

H. To accommodate the Hosting Arrangement, incorporate into the main body of such document the terms of Amendment No. 1 to the Software License Agreement, and to effect other amendments to the Original SLA agreed by LIFFE and the CBOT, LIFFE and the CBOT desire to amend and restate the Original SLA on the terms and conditions set forth in this Agreement.

I. As of the Amendment Effective Date, LIFFE and the CBOT are additionally entering into an Amended and Restated Managed Services Agreement (the "**Managed Services Agreement**") to accommodate the Hosting Arrangement and effect additional amendments to the Original MSA agreed by LIFFE and the CBOT.

J. This Agreement is supplemental to and shall be read in conjunction with the Managed Services Agreement and, to the extent applicable, the Development Services Agreement and the Relocation Services Agreement.

In consideration of the recitals and the mutual covenants and agreements hereinafter set forth, the Parties hereto (each a "**Party**" and collectively the "**Parties**") agree as follows:

AGREEMENT

1. Definitions

In this Agreement, the following expressions shall mean, respectively:

"**AAA**" shall have the meaning set forth in **Section 20.3**.

"**AAA Rules**" shall have the meaning set forth in **Section 20.3**.

"**Affiliate**" means any Person that, directly or indirectly, controls, is controlled by or is under common control with a specified Person.

"**Agreement**" shall have the meaning set forth above.

"**Amendment Effective Date**" shall mean August 3, 2004.

"**Amendment No. 7**" shall have the meaning set forth in **Section 25**.

"**API**" means the LIFFE CONNECT application programming interface from a Trading Application to the Trading Host.

"**Arbitration Fees**" shall have the meaning set forth in **Section 20.3.7**.

"**Auditor**" shall have the meaning set forth in **Section 3.2.2.2**.

"[**] **Arrangement**" shall have the meaning set forth in Recital G above.

"[**] **Arrangement Effective Date**" means April 23, 2004.

"[**] **Royalty**" shall have the meaning set forth in Schedule I, Part 3.

"[**] **Termination**" shall have the meaning set forth in **Section 13.4**.

"**Bug Fixes**" means any patch or other changes or modifications created for the primary purpose of remedying a defect in the Software.

"**Business Day**" means any calendar day *other than* any Saturday, Sunday, U.S. bank holiday, and U.K. public or bank holiday.

"**CBOT [**] Market Data**" means any representation that conveys, either directly or indirectly, information and data pertaining to CBOT [**] Products traded on the CBOT Trading Facility, including, but not limited to, market prices of such futures or options on futures, trade prices, opening and closing price ranges, high-low prices, settlement prices, estimated and actual contract volume, information regarding market activity including exchange for physical transactions and other off-exchange trades, best bid, best offer, the size of the best bid or best offer or a discrete number of best bids and best offers then pending on the CBOT Trading Facility, along with the corresponding size of each bid and offer.

"**CBOT [**] Products**" means [**] futures and options on futures listed on the CBOT Electronic Exchange and/or on the CBOT Open Outcry Facility.

"**CBOT [**] Trading Fees**" means fees for the provision of trade matching services in respect of trades of CBOT [**] Products matched on the CBOT Trading Facility. CBOT [**] Trading Fees do not include:

(a) [**];

(b) [**]; or

(c) [**]:

(i) [**],

(ii) [**],

(iii) [**] or

(iv) [**].

"**CBOT [**] Trading Fee Revenue**" means the CBOT [**] Trading Fees received by the CBOT, [**] with respect to (a) trades of CBOT [**] Products matched on the CBOT Trading Facility and/or (b) the CBOT [**] Trading Fees, as applicable. CBOT [**] Trading Fee Revenue shall not be less than [**].

"**CBOT Controlled Sites**" means those locations comprising the CBOT's Premises and premises owned or controlled by any Market Participant (including any Hosted Exchange and any Hosted Exchange Participants).

"**CBOT Electronic Exchange**" means the electronic facility for the trading of (a) derivatives products listed from time to time by the CBOT in its capacity as a derivatives exchange, and (b) Hosted Products.

"**CBOT Indemnitees**" shall have the meaning set forth in **Section 18.1**.

"**CBOT Market Data**" means any representation that conveys, either directly or indirectly, information and data pertaining to futures and/or options traded on the CBOT Electronic Exchange, including, but not limited to, market prices of such futures or options, opening and closing price ranges, high-low prices, settlement prices, estimated and actual contract volume, information regarding market activity including exchange for physical transactions, best bid, best offer, the size of the best bid or best offer or a discrete number of best bids and best offers then pending on the CBOT Electronic Exchange along with the corresponding size of each bid and offer.

"**CBOT Member**" means any Person authorized by the CBOT to trade on the CBOT Electronic Exchange, *excluding* any Hosted Exchange Member who is not authorized by the CBOT to trade CBOT Products.

"**CBOT Open Outcry Facility**" means the open outcry facility for the trading of derivatives products listed from time to time by the CBOT in its capacity as a derivatives exchange.

"**CBOT Parties**" shall have the meaning set forth in **Section 18.2(b)**.

"**CBOT's Premises**" means those locations owned or controlled by the CBOT, including such locations used by the CBOT for disaster recovery for CBOT Technology.

"**CBOT Products**" means those products, *other than* Hosted Products, listed on the CBOT Electronic Exchange.

"**CBOT Property**" shall have the meaning set forth in **Section 14.2**.

"**CBOT Technology**" means, collectively, (a) any software or equipment (other than Equipment) or other technology that is (i) owned by the CBOT, (ii) licensed to the CBOT by a Person other than LIFFE, or (iii) used by a clearing organization to process or clear contracts traded on the CBOT Electronic Exchange and neither owned by LIFFE nor licensed to LIFFE or any Person acting on LIFFE's behalf; and (b) any Hosted Exchange Technology.

"**CBOT Trading Facility**" means, collectively, the CBOT Electronic Exchange and the CBOT Open Outcry Facility, as applicable.

"**CFTC**" means the United States Commodity Futures Trading Commission.

"**Change Control Procedures**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**Change Request**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**Claim**" shall have the meaning set forth in **Section 18.1**.

"**Clearing Fees**" means those fees assessed in respect of the provision of clearing services.

"**Closing Date**" shall have the meaning set forth in **Section 6.7**.

"**Confidential Information**" shall have the meaning set forth in **Section 15.1**.

"**Connection Services Charges**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**Contractor**" shall have the meaning set forth in the Interface Sublicense Agreement.

"**Control**" or "**control**" means the possession, direct or indirect, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise.

"**Core Network**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**Delegate**" means a Person who has leased a CBOT membership from a CBOT Member in accordance with CBOT rules and is thereby subject to the transaction fees applicable to Delegates with respect to the CBOT mini-Eurodollar futures contract.

"**Development Services Agreement**" shall have the meaning set forth in Recital C above.

"**Development Services Deliverables**" means any software and/or documentation provided to the CBOT by LIFFE pursuant to any Development Services Agreement, which software and/or documentation has been accepted by the CBOT pursuant to the terms of such Development Services Agreement.

"**Disputes**" shall have the meaning set forth in **Section 20.1**.

"**Documentation**" means, collectively, the operating manuals, user instructions, technical literature, and other documentation supplied by LIFFE to the CBOT and/or any Hosted Exchange or Market Participant for purposes of assisting use of and/or access to the Software, including such documentation set forth in Part 2 of Schedule A.

"[**] **Contract**" means that [**] futures contract described by the specifications attached hereto as Schedule J, as such specifications may be amended or modified from time to time by the CBOT in its discretion.

"**Electronic Volume**" shall have the meaning set forth in **Paragraph 4.1(a)** of Schedule I.

"**Equipment**" means the computer hardware, including processors, memory, discs, screens, printers, routers, and hubs, to be used with the Software, as provided in accordance with either the

Managed Services Agreement, the Development Services Agreement, or the Relocation Services Agreement.

"Escrow Agreement" shall have the meaning set forth in **Section 8**.

"**eSpeed**" means eSpeed, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 299 Park Avenue, 29th Floor, New York, New York 10171-0002.

"**eSpeed Covenants**" means Attachment A to the letter agreement between the CBOT and eSpeed dated January 7, 2004, a copy of which is attached as Schedule K hereto.

"**Euronext.liffe Exchanges**" means, collectively, the market administered by LIFFE and all other derivatives trading markets comprised in the Euronext N.V. Group of Companies as of the Original SLA Effective Date.

"**Euronext N.V. Group of Companies**" means, collectively, Euronext N.V., a company organized under the laws of the Netherlands, and all Affiliates of Euronext N.V.

"**Exchange For Physical Transactions**" means the futures component of certain off-exchange transactions which

(a) with respect to LIFFE, are referred to as basis trades and are described in Euronext.liffe Trading Procedures 4.2 and, with respect to CBOT, are described in CBOT Regulation 444.01(c), (d) or (f); and

(b) are (i) submitted by a clearing member to the relevant Party or its clearing organization as such; (ii) processed by the relevant Party or its clearing organization as such; and (iii) cleared by the relevant clearing organization as such.

"**Exclusive Hosted Exchange Participant**" means a Hosted Exchange Participant who is not authorized by the CBOT to trade CBOT Products.

"**Exclusivity Period**" shall have the meaning set forth in **Section 3.4.**

"**Fees**" shall have the meaning set forth in **Section 10.1**.

"**First Renewal Term**" shall have the meaning set forth in **Paragraph 2.1** of Schedule I.

"**Force Majeure Event**" means any cause beyond a Party's reasonable control, including, but not limited to, any flood, riot, fire, judicial or governmental action, and labor disputes.

"**Go Live Date**" means November 23, 2003.

"**Guaranty**" shall have the meaning set forth in **Section 25**.

"**HE Acquisition**" shall have the meaning set forth in **Section 6.7**.

"**HE Acquisition Date**" shall have the meaning set forth in **Section 6.7**.

"**Holdings**" shall have the meaning set forth in **Section 25**.

"**Hosted Exchange**" and "**Hosted Exchanges"** shall have the meanings set forth in Recital F above.

"**Hosted Exchange Member**" means any Person authorized by a Hosted Exchange to trade Hosted Products via the CBOT Electronic Exchange.

"**Hosted Exchange Participant**" means any Hosted Exchange Member, ISV, QV, clearing organization or other Person who participates in, accesses or obtains information from a Hosted Exchange via an Interface with the Equipment. For the avoidance of doubt, (a) unless otherwise specified by the Parties in writing, that clearing organization designated by a Hosted Exchange is not a Hosted Exchange Participant; and (b) a Person who interfaces with CBOT Technology, but does not interface with the Equipment via an Interface, is not a Hosted Exchange Participant.

"**Hosted Exchange's Premises**" means any premises owned or controlled by any Hosted Exchange or any Exclusive Hosted Exchange Participant.

"**Hosted Exchange Technology**" means collectively, any software or equipment (other than Equipment) or other technology that is (a) owned by a Hosted Exchange, (b) licensed to a Hosted Exchange by a Person other than the CBOT or LIFFE, or (c) used by a clearing organization to process or clear Hosted Products and neither owned by the CBOT or LIFFE nor licensed to the CBOT or LIFFE or any Person acting on their behalf.

"**Hosted Products**" shall have the meaning set forth in **Section 2.3**.

"**Hosting Agreements**" shall have the meaning set forth in **Section 6.1**.

"Hosting Agreement Termination Notice" shall have the meaning set forth in **Section 6.3(c)**.

"**Hosting Arrangement**" shall have the meaning set forth in Recital F above.

"**Hosting Fees**" shall have the meaning set forth in **Paragraph 4.1** of Schedule I.

"**Hosting Go Live Date**" means, with respect to each Hosted Exchange, the date on which the Hosted Products of such Hosted Exchange are first made available for trading on the CBOT Electronic Exchange.

"**Hosting Services**" means those services to be provided to a Hosted Exchange by or on behalf of the CBOT in respect of hosting the electronic trading of Hosted Products via the CBOT Electronic Exchange pursuant to a Hosting Agreement.

"**Hosting Transition Period**" shall have the meaning set forth in **Section 6.6.1**.

"**HTP Fees**" shall have the meaning set forth in **Section 6.6.2**.

"**ICDR**" shall have the meaning set forth in **Section 20.3**.

"**Independent Software Vendors**" and "**ISVs**" mean those independent software providers who develop systems via which access to the Trading Host may be achieved.

"**Initial Term**" shall have the meaning set forth in **Section 11.1**.

"Interface Sublicense Agreement" shall have the meaning set forth in **Section 5.1**.

"**Interface Sublicense and Connection Agreement**" means an Interface Sublicense and Connection Agreement which encompasses, without limitation, the Interface Sublicense Agreement and is entered into by the CBOT and one or more Market Participants (*excluding* Hosted Exchanges), as such agreement may be amended from time to time (subject to **Section 5.1**).

"**Interfaces**" means, collectively, the following components of the Software: API, Trade Data Interface, Audit Data Interface, Standing Data Interface, Market Data Interface, and Miscellaneous File Transfer Interface.

"**License**" shall have the meaning set forth in **Section 2**.

"**License Fee**" means the fee for the License, as specified in Schedule I.

"**Licensed Technology**" means, collectively, (a) the object code versions of the Software and (b) the Documentation.

"**LIFFE [**] Market Data**" means any representation that conveys, either directly or indirectly, information and data pertaining to LIFFE [**] Products traded on the LIFFE Market, including, but not limited to, market prices of such futures or options on futures, trade prices, opening and closing price ranges, high-low prices, settlement prices, estimated and actual contract volume, information regarding market activity including exchange for physical transactions and other off-exchange trades, best bid, best offer, the size of the best bid or best offer or a discrete number of best bids and best offers then pending on the LIFFE Market, along with the corresponding size of each bid and offer.

"**LIFFE [**] Products**" means [**] futures and options on futures listed on the LIFFE Market.

"**LIFFE [**] Trading Fees**" means fees for the provision of trade matching services in respect of trades of LIFFE [**] Products matched on the LIFFE Market. LIFFE [**] Trading Fees do not include: [**]

"**LIFFE [**] Trading Fee Revenue**" means LIFFE [**] Trading Fees received by LIFFE, [**] with respect to (a) trades of LIFFE [**] Products matched on the LIFFE Market and/or (b) the LIFFE [**] Trading Fees. LIFFE [**] Trading Fee Revenue shall not be less than zero.

"**LIFFE CONNECT**" means the electronic trading platform which is proprietary to LIFFE, as such trading platform may be modified from time to time.

"**LIFFE Indemnitees**" shall have the meaning set forth in **Section 18.2**.

"**LIFFE Market**" means the markets administered by LIFFE or an Affiliate of LIFFE.

"**LIFFE Property**" shall have the meaning set forth in **Section 14.1**.

"**Location**" means those premises where the Software listed in Part 1 of Schedule A is to be installed, as specified in Schedule B.

"**Losses**" shall have the meaning set forth in **Section 18.1**.

"**Malicious Code**" means any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disrupt the operation of, permit unauthorized access to, erase, or modify the Licensed Technology or any operating system upon which the Licensed Technology is installed, *excluding* security keys or other disabling elements of any Software, which elements are designed to effect restrictions on the length of time during which any Software may be used or the number of persons who may use such Software.

"**Managed Services Agreement**" shall have the meaning set forth in Recital I above.

"**Market Participant**" means any CBOT Member, ISV, QV, clearing organization, Hosted Exchange, Hosted Exchange Participant or other Person who wishes to or does (as applicable) participate in, access, or obtain information from the CBOT Electronic Exchange via an Interface with the Equipment. For the avoidance of doubt, (a) unless otherwise specified by the Parties in writing, that clearing organization designated by the CBOT or a Hosted Exchange is not a Market Participant; and (b) a Person who interfaces with the CBOT Technology, but does not interface with the Equipment via an Interface, is not a Market Participant.

"**Media**" means the media on which the Software and the Documentation are recorded or printed, as provided by LIFFE to the CBOT.

"**Minimum Quarterly Payment**" shall have the meaning set forth in **Paragraph 4.2(a)** of Schedule I.

"**Non-Restricted Documentation**" means all Documentation *other than* Restricted Documentation, including the Documentation identified in Part 2(a) of Schedule A.

"[**]" shall have the meaning set forth in **Section 3.2.2.2**.

"[**]" shall have the meaning set forth in **Section 3.3.1**.

"**Original License"** shall have the meaning set forth in Part 1 of Schedule I.

"**Original MSA**" shall have the meaning set forth in Recital D above.

"**Original SLA**" shall have the meaning set forth in Recital B above.

"**Original SLA Effective Date**" shall mean January 10, 2003.

"**Out of Pocket Expenses**" shall have the meaning set forth in **Section 10.1**.

"**OYP**" shall have the meaning set forth in **Paragraph 4.1(a)** of Schedule I.

"**Party**" and "**Parties**" shall have the meanings set forth above.

"**Person**" means an individual or a partnership, corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

"Products Outside CBOT Field of Use" [**]

"Products Within CBOT Exclusive Field of Use" [**]

"Products Within CBOT Non-Exclusive Field of Use" [**]

"**Quote Vendors**" and "**QVs**" mean those vendors who receive and disseminate, or wish to receive and disseminate, CBOT Market Data via an Interface with the Equipment.

"**Reduced Rate**" shall have the meaning set forth in **Paragraph 4.2(b)** of Schedule I.

"**Registration Statement**" shall have the meaning set forth in **Section 25**.

"**Relationship Manager**" means that individual responsible on behalf of LIFFE or the CBOT, as applicable, for the day to day management of the relationship between LIFFE and the CBOT.

"**Relocation Services Agreement**" shall have the meaning set forth in Recital E above.

"**Renewal Term**" shall have the meaning set forth in **Section 11.2**.

"**Restricted Documentation**" means Documentation that is designated by LIFFE as "LIFFE Restricted" or otherwise specified by LIFFE to be restricted, including the Documentation set forth in Part 2(b) of Schedule A. Notwithstanding the foregoing, all documentation provided by LIFFE to the CBOT prior to the Original SLA Effective Date which is labeled "LIFFE Confidential" is Restricted Documentation for purposes of this Agreement unless LIFFE, upon the CBOT's inquiry, notifies the CBOT in writing that specific Documentation is not "Restricted Documentation."

"**SEC**" shall have the meaning set forth in **Section 25**.

"**Second Renewal Term**" shall have the meaning set forth in **Paragraph 2.2** of Schedule I.

"**Services**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**Software**" means, collectively, those software applications specified in Part 1 to Schedule A, any Development Services Deliverables, and any improvements, enhancements, additions, and modifications to or of the foregoing as LIFFE may provide to the CBOT pursuant to the terms of any Managed Services Agreement.

"**Taxes**" shall have the meaning set forth in **Section 10.2**.

"**Term**" shall have the meaning set forth in **Section 11.2**.

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"**Termination Notice Period**" shall have the meaning set forth in **Section 12.2.1**.

"**Third Party Materials**" means any equipment, hardware, software, and/or other products obtained from any third party.

"**Total Volume**" shall have the meaning set forth in **Paragraph 4.1(a)** of Schedule I.

"**Trading Application**" means any front-end trading application or other software which interfaces with, and has been conformed with, the API.

"**Trading Host**" means the LIFFE CONNECT matching engine (a/k/a the CBOT Matching Engine), as may be developed for the CBOT pursuant to the Development Services Agreement, the Managed Services Agreement and/or the Relocation Services Agreement and used on such Equipment as LIFFE may specify from time to time.

"**Trading System**" shall have the meaning ascribed thereto in the Managed Services Agreement.

"**TRS Technology**" means that post-trade matching and clearing technology used, as of the Original SLA Effective Date, by LIFFE and the International Petroleum Exchange, specifically, [**]

"**Upgrades**" means, collectively, improvements, enhancements, additions and modifications to or of the Licensed Technology, or any portion thereof, which LIFFE specifies for use and/or access as Licensed Technology.

"**U.S.**" means the United States of America.

"**Wagner/eSpeed Patent**" means U.S. Letter Patent No. 4,903,201 (the '201 patent).

"**Wagner License**" shall have the meaning set forth in **Section 17.2**.

2. License

2.1 Grant of License. Subject to the terms and conditions hereof, LIFFE hereby grants to the CBOT a non-transferable right and license (the "**License**"):

(a) from the Original SLA Effective Date to the Go Live Date, to use and/or access the Licensed Technology as necessary for purposes of carrying out any rights or obligations of the CBOT pursuant to any Development Services Agreement; and

(b) from the Go Live Date to the effective date of termination of this Agreement, (i) to use and/or access the TRS Technology for purposes of operating the CBOT Electronic Exchange and the CBOT Open Outcry Facility; (ii) to use and/or access the Licensed Technology (*excluding* the TRS Technology) solely for purposes of operating the CBOT Electronic Exchange; (iii) to sublicense the right to use and/or access the Interfaces and Non-Restricted Documentation relating thereto to facilitate the participation in the CBOT Electronic Exchange of Market Participants (*other than* the Hosted Exchanges and the Exclusive Hosted Exchange Participants); and

(c) from the Amendment Effective Date to the effective date of termination of this Agreement, to sublicense to each Hosted Exchange (x) the right to use and/or access the API, certain Documentation relating thereto, and any additional Documentation as may be agreed by LIFFE and the CBOT, as is appropriate in the context of the Hosting Arrangement and as agreed by LIFFE and the CBOT, solely for purposes relative to the Hosted Products, and (y) the right to sublicense to Exclusive Hosted Exchange Participants the right to use and/or access the API, certain Non-Restricted Documentation relating thereto, and any additional Non-Restricted Documentation as may be agreed by LIFFE and the CBOT, to facilitate the participation in the CBOT Electronic Exchange by such Exclusive Hosted Exchange Participants.

2.2 Hosting. Except as specifically provided in **Section 2.1** above, the CBOT shall not use the Licensed Technology, or any component thereof, to facilitate the trading of any derivative product, physical commodity or financial instrument listed by (a) any U.S. domiciled "organized exchange," "board of trade" or "trading facility" (as each such term is defined in the Commodity Futures Modernization Act of 2000) under the jurisdiction of the CFTC, *other than* the CBOT, or (b) any other third party exchange, board of trade, association, communication network, alternative trading system, trading facility or trading platform. For the avoidance of doubt, the foregoing limitation of the scope of the License shall not apply to Trading Applications.

2.3 Hosted Products. Schedule L attached hereto sets forth those derivatives products of each Hosted Exchange which LIFFE and the CBOT have agreed may be listed on and traded via the CBOT Electronic Exchange (collectively, the "**Hosted Products**"). Any and all additions to Schedule L as the CBOT may propose shall (a) be addressed via the Change Control Procedures, (b) consist only of Products Within CBOT Non-Exclusive Field of Use, and (c) until such time as the Wagner/eSpeed Patent can no longer be infringed, fall within the relevant categories of products specified in the eSpeed Covenants.

3. Scope of License

The Parties acknowledge that (a) they will be making a significant investment in the customization and implementation of the Licensed Technology to trade products listed by the CBOT and the Euronext.liffe Exchanges, respectively, and (b) carrying out their obligations under this Agreement and any Development Services Agreement and/or Managed Services Agreement will necessitate access to the Confidential Information of the other Party relating to such other Party's respective products, technologies, and business methodologies. Therefore, in accordance with and subject to **Sections 3.1 – 3.6** below, the License is:

(i) during the Exclusivity Period, (x) exclusive, to the extent set forth in **Section 3.1**, with respect to use of the Licensed Technology in connection with Products Within CBOT Exclusive Field of Use; and (y) non-exclusive with respect to use of the Licensed Technology in connection with Products Within CBOT Non-Exclusive Field of Use; and

(ii) after the Exclusivity Period, non-exclusive with respect to use of the Licensed Technology in connection with any futures or options products.

3.1 Exclusive License Granted to CBOT. In order to preclude free riding on the significant investment by the CBOT in the customization of LIFFE CONNECT pursuant to any Development Services Agreement, and to protect the Confidential Information of the CBOT and other intellectual property concerning the CBOT's products, technologies, and business methodologies, LIFFE agrees that, subject to **Sections 3.3** and **4**, Products Within CBOT Exclusive Field of Use will not be made available for trading on LIFFE CONNECT:

(a) by (i) the Euronext.liffe Exchanges and (ii) any derivatives trading market which becomes comprised in the Euronext N.V. Group of Companies after the Original SLA Effective Date, to the extent that such derivatives trading market is not already trading Products Within CBOT Exclusive Field of Use at the time that it becomes comprised in the Euronext N.V. Group of Companies (but, for the avoidance of doubt, no clearing, settlement, or custody-related activities of the Euronext N.V. Group of Companies shall be deemed to violate the foregoing limitations); or

(b) as a consequence of the licensing of LIFFE CONNECT by LIFFE to a U.S. domiciled "organized exchange," "board of trade" or "trading facility" (as such terms are defined in the Commodity Futures Modernization Act of 2000) under the jurisdiction of the CFTC, as such CFTC jurisdiction is established as of the Original SLA Effective Date**,** whether or not such exchange, board of trade or trading facility is a member of or becomes comprised in the Euronext N.V. Group of Companies (but, for the avoidance of doubt, such limitations shall not apply in respect of any other exchange, board of trade, association, communication network, alternative trading system, trading facility or trading platform, whether or not its products are made available for trading in the U.S. and/or to U.S. investors).

3.2 Scope of CBOT License.

3.2.1 General Restrictions. In recognition of the significant investment that LIFFE has made in the customization and implementation of the Licensed Technology to trade products listed by the Euronext.liffe Exchanges, and to protect the Confidential Information of LIFFE, and subject to **Sections 3.2.2** and **3.4**, the CBOT agrees that the license granted hereunder does not include the right to use the Licensed Technology in connection with Products Outside CBOT Field of Use.

3.2.2 Eurodollars.

3.2.2.1 Payment. The CBOT may make available for trading on the Licensed Technology the CBOT's existing U.S. $500,000 notional value Eurodollar futures contracts *provided that* if, during any calendar quarter, the [**] in such CBOT Eurodollar futures contracts on the Licensed Technology exceeds [**], then the CBOT shall pay to LIFFE an amount equal to [**]

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The CBOT shall make any such payment by the end of the month immediately following the end of the relevant calendar quarter. The CBOT's obligations under this **Section 3.2.2.1** shall apply in respect of CBOT Eurodollar futures contracts traded on the Licensed Technology up to and including [**].

3.2.2.2. Audit. LIFFE shall have the right, at its own expense, to commission an independent third party professional organization (the "**Auditor**") to audit the CBOT's performance of its obligations under **Section 3.2.2.1** and to provide the results of such audit to ("**[**]**"). The CBOT shall cooperate fully with any such audit and shall provide the Auditor access to all relevant books and records, during normal business hours or as otherwise agreed by the Parties. Notwithstanding the foregoing, the information that may be disclosed by the Auditor to LIFFE and [**] shall be subject to **Section 15** and will be limited to (a) the amount that was paid to LIFFE by the CBOT in respect of each calendar quarter forming the subject of the audit and (b) the amount that should properly have been paid to LIFFE by the CBOT during each such calendar quarter.

3.3 Third Party Licensees.

3.3.1 [**].

3.3.2 Other Licensees. LIFFE will take all commercially reasonable steps (including pursuing court proceedings) to ensure that neither any licensee of LIFFE CONNECT *other than* the CBOT, nor any other Person, contravenes the exclusivity limitations set forth in **Section 3.1**. For the avoidance of doubt, preparatory work up to the date on which products are made available for trading in the live market may be undertaken within the Exclusivity Period by any licensee of LIFFE CONNECT or any other Person without triggering LIFFE's obligations under the preceding sentence.

3.4 Exclusivity Period. Subject to **Section 3.5**, the field of use and exclusivity limitations set forth in **Sections 3.1** and **3.2.1** shall take effect upon the Original SLA Effective Date and will remain in force until [**] (the "**Exclusivity Period**"). Thereafter, subject to **Section 2.2**, the CBOT shall be permitted to make any futures and options products available for trading via the Licensed Technology on a non-exclusive basis. For the avoidance of doubt, preparatory work up to the date on which products are made available for trading in the live market undertaken within the Exclusivity Period will not constitute a breach of the field of use or exclusivity limitations of **Sections 3.1, 3.2** or **3.3**.

3.5 [**] In the event that LIFFE terminates this Agreement in accordance with **Section 12.2**, then the CBOT shall not, during the Termination Notice Period, make available for trading on the Licensed Technology (a) any product that is listed by one or more of the Euronext.liffe Exchanges, as of the date upon which notice of termination is given by LIFFE, or (b) any product that (i) one or more of the Euronext.liffe Exchanges has publicly announced, prior to the date notice of termination is given by LIFFE, it intends to launch and (ii) is not traded by the CBOT on the Licensed Technology or hosted as Hosted Products as of the date of any such notice of termination is given by LIFFE.

3.6 Acknowledgement. As of the Original SLA Effective Date and the Amendment Effective Date, (a) LIFFE is not subject to any agreements which would materially affect its ability to grant the License, and (b) the CBOT is not subject to any agreements which would materially affect its ability to comply with the License.

4. Restrictions on Use

4.1 Software.

4.1.1 General Restrictions. The CBOT may (a) use and/or access the Software on the Equipment, only at the Locations set forth in Schedule B, and (b) have and make available for use only four (4) run-time copies of the Trading Host. With respect to all Software installed or otherwise located at or accessible from the CBOT's Premises and any other Software to which the CBOT is provided access, the CBOT agrees:

(a) not to, and not to permit any other Person to, copy, modify, decompile, reverse engineer, disassemble or otherwise reduce to a humanly perceivable form, combine with any other works, including any hardware or software facilitating the voice activation of any component of the Licensed Technology, make any attempt to discover the source code of, create derivative works based on, translate, market, sell, or distribute the Software or otherwise make the Software available to any third party, without the prior written consent of LIFFE, *except* as provided in **Sections 2** and **4.1**;

(b) not to, and not to permit any other Person to, remove or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations, of LIFFE or any other Person, contained or displayed in or on the Software; or

(c) to ensure that neither the CBOT nor any other Person (*excluding* LIFFE) introduces any Malicious Code into the Software or otherwise uses the Software to further any illegal purpose.

For the avoidance of doubt, with respect to any Software to which the CBOT has access, the CBOT shall neither provide or allow [**] access, nor permit any other Person to provide or allow [**] access, to such Software or any portion thereof.

4.1.2 Copies. Subject to **Sections 4.1.1** and **6.2.2.3**, the CBOT may not copy the Software, *except that* the CBOT may, for archival or backup purposes, make a reasonable number of copies of Software installed or otherwise located at the CBOT's Premises. All copies of the Software are subject to the terms and conditions of this Agreement. The CBOT shall (i) ensure that all trademarks, trade names, copyright notices and other proprietary and confidentiality notices or designations, of LIFFE or any other Person, contained or displayed in or on the Software are reproduced on all Software copies created by the CBOT; (ii) maintain a current and accurate record of the number of copies made and of the specific location of each such copy; and (iii) ensure that all backup copies are marked as such and are not used for any purpose other than as backup in the event of damage or destruction of other copies.

4.2 Documentation.

4.2.1 Non-Restricted. The CBOT may (a) distribute Non-Restricted Documentation to actual and prospective Market Participants and to other Persons for purposes related to the operation of the CBOT Electronic Exchange by or on behalf of the CBOT; (b) create as many copies of the Non-Restricted Documentation as reasonably necessary for the purposes set forth in **Section 4.2.1(a)**; (c) permit Market Participants (*other than* the Hosted Exchanges) to copy such Non-Restricted Documentation to the extent allowed by the Interface Sublicense Agreements; and (d) permit prospective Market Participants to copy any Non-Restricted Documentation which is designed primarily for the purpose of marketing the CBOT Electronic Exchange. To facilitate the Hosting Arrangement, the CBOT may additionally permit Hosted Exchanges (i) to distribute Non-Restricted Documentation to their respective actual and prospective Hosted Exchange Participants, (ii) to create as many copies of the Non-Restricted Documentation as reasonably necessary to effect such purpose, (iii) to permit Hosted Exchange Participants to copy such Non-Restricted Documentation to the extent allowed by the Interface Sublicense Agreements, and (iv) permit prospective Hosted Exchange Participants to copy any Non-Restricted Documentation designed primarily for the purpose of marketing the trading of Hosted Products via the CBOT Electronic Exchange.

4.2.2 Restricted. The CBOT (a) may create only the number of copies of the Restricted Documentation specified in Part 2(b) of Schedule A; and (b) shall maintain a current record of (x) the number of copies of such Restricted Documentation made by the CBOT, (y) the Persons given access to each item of Restricted Documentation, and (z) the current location of each item of Restricted Documentation.

4.2.3 General Limitations. All copies of the Documentation are subject to the terms and conditions of this Agreement. The CBOT shall ensure that all trademarks, trade names, copyright notices and other proprietary and confidentiality notices or designations, of LIFFE or any other Person, are reproduced on all copies of the Documentation (both Restricted and Non-Restricted). The CBOT agrees not to, and not to authorize any other Person to: (a) *except* as permitted in **Sections**

4.2.1, **4.2.2** and/or **15**, as applicable, copy, modify, create derivative works based on, translate, market, sell, or distribute the Documentation, or otherwise make the Documentation available to any third party, without the prior written consent of LIFFE; or (b) remove or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations contained or displayed in the Documentation.

5. Interface Sublicense Agreements

5.1 Interface Sublicense Agreements. Each CBOT Member, ISV, QV, or any additional Person (*excluding* Hosted Exchanges) wishing to interface with the API and/or another Interface and to participate in the CBOT Electronic Exchange shall be required by the CBOT to enter into, and provide to the CBOT (or, if executed by an Exclusive Hosted Exchange Participant as addressed in **Section 6.2.3**, the applicable Hosted Exchange), an executed copy of the "Interface Sublicense Agreement," in the form attached hereto as Schedule E (each, as executed by the CBOT and a Market Participant or by a Hosted Exchange and an Exclusive Hosted Exchange Participant, an "**Interface Sublicense Agreement**"). Amendments to any Interface Sublicense Agreement may be made only upon LIFFE's prior written consent. Upon the written request of LIFFE, the CBOT shall promptly provide to LIFFE copies of a current, fully executed Interface Sublicense Agreement for each Market Participant (including any and all Exclusive Hosted Exchange Participants) authorized to gain access to one or more of the Interfaces.

5.2 Enforcement. In respect of all Market Participants (*other than* Hosted Exchanges), the CBOT:

(a) shall enforce each Market Participant's compliance with the terms of the Interface Sublicense Agreement;

(b) shall provide LIFFE written notice of any violation by a Market Participant or any other Person of any Interface Sublicense Agreement, immediately upon becoming aware of any such violation;

(c) shall provide LIFFE written notice of the termination (specifying the effective date of termination) of any Interface Sublicense Agreement, immediately upon the CBOT receiving or giving notice of such termination;

(d) shall, upon the termination of any Interface Sublicense Agreement, provide LIFFE any reasonable assistance as LIFFE may request in facilitating either the return to LIFFE of, or the destruction of and certification of the destruction of, all Licensed Technology in the possession of the relevant Market Participant, at the CBOT's expense; *provided*, *however*, that such Market Participant (i) shall be required only to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as "LIFFE Restricted," including, but not limited to, Restricted Documentation) located on the Market Participant's electronic backup media created by such Market Participant in the normal course of business; and (ii) shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 15** of this Agreement;

(e) shall provide LIFFE written notice promptly upon becoming aware of any acts or omissions of any Person, in addition to those required to be reported pursuant to **Section 5.2(b)**, which the CBOT believes, in its reasonable judgment, (i) might jeopardize or prejudice the rights of LIFFE or its suppliers in the Licensed Technology; (ii) would result in the Licensed Technology being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken from any location; or (iii) threaten the security or operations of the Licensed Technology;

(f) shall provide LIFFE written notice promptly upon becoming aware of any claim, demand, or cause of action brought against the CBOT by a Market Participant or any other Person, or any subpoena served upon the CBOT or any employee, officer or director thereof, which relates to (i) any Interface Sublicense Agreement, or (ii) the Licensed Technology or any component thereof; and

(g) shall not repossess or disable any Software located at any premises owned or controlled by any Market Participant, and shall enforce its rights under the Interface Sublicense Agreements so as not to permit any Person (other than LIFFE or LIFFE's designee) to repossess or disable any Software located at any premises owned or controlled by any Market Participant, notwithstanding **Section 5.2(a)**.

6. Hosting Agreements

6.1 Agreements with Hosted Exchanges. In the event the CBOT wishes to enter into a Hosting Arrangement with any Hosted Exchange, the CBOT shall, prior to the Hosting Go Live Date in respect of such Hosted Exchange, enter into a written agreement with such Hosted Exchange governing (a) any permitted use of and/or access to the API by the Hosted Exchange, and (b) the hosting services and any related services to be provided to such Hosted Exchange (each such agreement, as executed by the CBOT and a Hosted Exchange, a "**Hosting Agreement**"). Upon the written request of LIFFE, the CBOT shall promptly provide to LIFFE an accurate and complete copy of a current, fully executed Hosting Agreement for each Hosted Exchange.

6.2 Content Requirements.

6.2.1 Hosted Products. Each Hosting Agreement shall (a) specify in a schedule to the Hosting Agreement the Hosted Products in respect of the relevant Hosted Exchange, and (b) provide that the CBOT will deliver Hosting Services to the Hosted Exchange only in respect of the Hosted Products set forth in the Hosting Agreement as of the effective date of such Hosting Agreement *unless* the CBOT has agreed in writing to the delivery of Hosting Services in regard to any additional products.

6.2.2 LIFFE Property.

6.2.2.1 General. Each Hosting Agreement shall obligate the relevant Hosted Exchange to comply with terms that are (a) consistent in all material respects with the applicable terms of the Interface Sublicense Agreement, (b) consistent in all material respects with those

requirements relating to the specific use, protection, ownership and return of LIFFE Property, by the Hosted Exchange and its Exclusive Hosted Exchange Participants (as applicable), imposed upon the CBOT in this Agreement and in the Managed Services Agreement, and (c) no less protective of LIFFE's interests than the applicable provisions of this Agreement and the Managed Services Agreement. Without limiting the generality of the foregoing, the CBOT must require each Hosted Exchange to agree to comply with all obligations imposed upon the CBOT in **Sections 4**, **7** (*excluding* **7.1(a)**), **9**, **13.1**, **14.1** and **15** of this Agreement and Sections 5, 6, 7 (*excluding* 7.2(a), *but including* applicable dependencies set forth on Schedule J thereto), 8, 14.1, 15.1 and 16 of the Managed Services Agreement in respect of the Hosted Exchange and, as applicable, its Exclusive Hosted Exchange Participants.

6.2.2.2 Equipment. Without limiting the generality of **Section 6.2.2.1**, each Hosting Agreement will (a) provide for the right of LIFFE**,** at its option, to replace, disable and/or repossess Equipment, at premises owned or controlled by the Hosted Exchange and/or any of its Exclusive Hosted Exchange Participants, as applicable, as set forth in **Section 9** of this Agreement and Sections 5.1.2 and 5.2.1 of the Managed Services Agreement, and (b) impose upon the Hosted Exchange the requirements of the CBOT set forth in Section 5.3 of the Managed Services Agreement, in respect of the Hosted Exchange and its respective Exclusive Hosted Exchange Participants, and in regard to those CBOT Controlled Sites comprised of locations owned or controlled by the Hosted Exchange and/or any of its Exclusive Hosted Exchange Participants, as applicable.

6.2.2.3 Software. Without limiting the generality of **Section 6.2.2.1**, with respect to any Software to which the Hosted Exchange is provided access the Hosted Exchange (a) must agree to comply with all obligations imposed upon the CBOT in **Section 4.1.1**, and (b) may make one copy of each version of the API that may be delivered to the Hosted Exchange, which copy shall be used exclusively for back-up purposes; *provided*, *however*, that no Hosted Exchange will be permitted to possess or copy the Trading Host or to make copies of any Software other than as provided in this **Section 6.2.2.3**.

6.2.3 Interface Sublicense Agreements. Each Hosting Agreement (a) shall provide that the Hosted Exchange shall require each Exclusive Hosted Exchange Participant to enter into and provide to the Hosted Exchange or the CBOT a current, fully executed Interface Sublicense Agreement (with any such modifications to which LIFFE may consent in writing), and (b) shall otherwise impose upon the Hosted Exchange each and every obligation of the CBOT stated in **Section 5** in respect of the Hosted Exchange and its Exclusive Hosted Exchange Participants, as applicable*; provided*, *however*, that the Hosting Agreement may permit all notices to LIFFE required by **Section 5.2** to be delivered by a Hosted Exchange

to the CBOT, which shall then have the burden of providing such notices to LIFFE under **Section 5.2**.

6.2.4 Fees. Each Hosting Agreement shall provide for the payment by the relevant Hosted Exchange to the CBOT of such fees as are, at a minimum, equal to those Hosting Fees for such Hosted Exchange specified in Schedule I.

6.2.5 Suspension. Each Hosting Agreement shall provide that if a Hosted Exchange fails to pay to the CBOT any sums due under such Hosting Agreement, then, without prejudice to any other remedy available to the CBOT or any third party beneficiary of such Hosting Agreement, the CBOT may, upon fourteen (14) days prior written notice to such Hosted Exchange, suspend both the license granted to the Hosted Exchange under the Hosting Agreement and all Hosting Services delivered to such Hosted Exchange, *provided that* the Hosted Exchange has not paid such sums within the fourteen (14) day notice period. Any such suspension shall continue until such time, following payment to the CBOT of the overdue amounts, as LIFFE and the CBOT agree that reinstatement of the Hosting Services is reasonably practicable.

6.2.6 Term and Termination. The Hosting Agreement shall include term and termination provisions that (a) do not in any manner conflict with those set forth in **Sections 11** and **12** hereof or Sections 12 and 13 of the Managed Services Agreement and (b) provide for the automatic termination of the Hosting Agreement upon the expiration and/or termination of this Agreement and/or the Managed Services Agreement. In particular, the Hosting Agreement shall provide that (i) a Hosted Exchange may terminate its Hosting Agreement without cause on twelve (12) months prior written notice, (ii) either party to the Hosting Agreement may terminate the Hosting Agreement immediately upon written notice to the other party if the other party commits a breach of any of its material obligations under the Hosting Agreement and fails to remedy such material breach within thirty (30) days of receipt of written notice thereof, and (iii) either party may terminate the Hosting Agreement on thirty (30) days notice upon the insolvency of the other party. For the avoidance of doubt, the Parties acknowledge that any termination of a Hosting Agreement shall not in any manner alter or otherwise affect the term of this Agreement or of the Managed Services Agreement.

6.2.7 Third Party Licenses. Each Hosting Agreement shall require the Hosted Exchange to (a) enter into and comply with the terms and conditions of those third party licenses set forth as Schedule G Parts 7 ([**]), 9 ([**]), and 11 ([**]); and (b) acknowledge and agree that any rights or remedies to be pursued by the Hosted Exchange in respect of any Third Party Software shall be pursued against the third party licensor (and not LIFFE or the CBOT).

6.2.8 Trading Rules. Each Hosting Agreement shall provide that the rules of the Hosted Exchange regarding the trading of Hosted Products via the CBOT Electronic Exchange may not conflict with the Hosting Agreement, and the

CBOT shall ensure that no such rules conflict with this Agreement, the Managed Services Agreement or the Relocation Services Agreement.

6.2.9 Compliance with Laws. Each Hosting Agreement shall require the Hosted Exchange to use good faith efforts to comply with all applicable laws and regulations relating to the operation of the Hosted Exchange.

6.2.10 Third Party Beneficiary. LIFFE shall be a third party beneficiary of each Hosting Agreement, and shall thereby be entitled to receive the rights of the CBOT and enforce the provisions of each Hosting Agreement against the Hosted Exchange, or any other Person, to the same extent as if LIFFE had been a signatory to each Hosting Agreement; *provided*, *however*, that (a) nothing contained in any Hosting Agreement shall impose directly upon LIFFE any of the obligations of the CBOT set forth therein; and (b) LIFFE shall not be entitled to receive those rights of the CBOT in respect of which no corresponding right of LIFFE or obligation of the CBOT exists under this Agreement, the Managed Services Agreement and/or the Relocation Services Agreement (*including* termination of the Hosting Agreement and payment under the Hosting Agreement *other than* payment of any amounts due in respect of any Hosting Transition Period) and rights and obligations of the CBOT in respect of CBOT Property (as defined in this Agreement).

6.3 Enforcement. The CBOT:

(a) shall, subject to **Section 6.6.2** in respect of amounts owed during any Hosting Transition Period, enforce each Hosted Exchange's compliance with the terms of the Hosting Agreement that affect or correspond to LIFFE's rights or the CBOT's obligations under this Agreement, the Managed Services Agreement and/or the Relocation Services Agreement;

(b) shall provide LIFFE written notice of any violation, by a Hosted Exchange or any other Person, of any Hosting Agreement that affects or corresponds to LIFFE's rights or the CBOT's obligations under this Agreement, the Managed Services Agreement and/or the Relocation Services Agreement, immediately upon becoming aware of any such violation;

(c) shall provide LIFFE written notice of the termination (specifying the effective date of termination) of any Hosting Agreement (a "**Hosting Agreement Termination Notice**"), immediately upon the CBOT receiving or giving notice of such termination;

(d) shall, upon the termination of any Hosting Agreement, provide LIFFE any reasonable assistance as LIFFE may request in facilitating either the return to LIFFE of, or the destruction of and certification of the destruction of, all Licensed Technology in the possession of the relevant Hosted Exchange, at the CBOT's expense; *provided*, *however,* that the Hosted Exchange (i) shall be required only to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as "LIFFE

Restricted," including, but not limited to, Restricted Documentation) located on the Hosted Exchange's electronic backup media created by the Hosted Exchange in the normal course of business; and (ii) shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 15** of this Agreement;

(e) shall provide LIFFE written notice promptly upon becoming aware of any acts or omissions of any Hosted Exchange, in addition to those required to be reported pursuant to **Section 6.3(b)**, which the CBOT believes, in its reasonable judgment, (i) might jeopardize or prejudice the rights of LIFFE or its suppliers in the Licensed Technology or the Equipment; (ii) would result in the Licensed Technology or the Equipment being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken from any location; or (iii) threaten the security or operations of the Licensed Technology or Equipment;

(f) shall provide LIFFE written notice promptly upon becoming aware of any claim, demand, or cause of action brought against the CBOT by a Hosted Exchange or any other Person, or any subpoena served upon the CBOT or any employee, officer or director thereof, which relates to (i) any Hosting Agreement, or (ii) the Licensed Technology or the Equipment or any component thereof; and

(g) shall not repossess or disable any Software or Equipment located at any Hosted Exchange's Premises, and shall enforce its rights under the Hosting Agreements so as not to permit any Person (other than LIFFE or LIFFE's designee) to repossess or disable any Software or Equipment located at any Hosted Exchange's Premises.

6.4 Acknowledgement. Notwithstanding any provision in this Agreement to the contrary, the Parties acknowledge and agree that, as between LIFFE and the CBOT,

(a) the CBOT shall bear all risks associated with (i) any and all services provided by the CBOT (and/or by LIFFE, on the CBOT's behalf) to a Hosted Exchange and/or in respect of the Hosted Products, including all Hosting Services; (ii) the expansion of the License and such other amendments to the Original SLA made to accommodate the Hosting Arrangement; and (iii) the expansion of LIFFE's Services obligations under the Original MSA to facilitate hosting of the Hosted Products.

(b) In furtherance of **Section 6.4(a)**, the Parties acknowledge and agree that (i) the Service Targets and Credits and Bonuses set forth in the Managed Services Agreement will not be amended for purposes of accommodating hosting of the Hosted Products; *provided*, *however*, that the Service Targets may be amended in accordance with Paragraph 2.3 of Schedule A to the Managed Services Agreement; and (ii) the limitations on LIFFE's liability (including, but not limited to, the $[**] limitation on LIFFE's cumulative liability) under this Agreement, the Managed Services Agreement, the Development Services Agreement, and the Relocation Services Agreement, shall not be increased in any respect.

6.5 Marks. The CBOT shall not, via the Hosting Agreement or otherwise, sublicense to any Hosted Exchange any portion of the rights granted to the CBOT under the Managed Services Agreement to use the Marks (as defined in the Managed Services Agreement).

6.6 Termination of Hosting Agreement.

6.6.1 Hosting Fees. In the event of termination of any Hosting Agreement, Hosting Fees with respect to the relevant Hosted Exchange, shall, subject to **Section 6.6.3**, continue to accrue in accordance with Schedule I for a period, immediately following the delivery of a Hosting Agreement Termination Notice pursuant to **Section 6.3(c)** (the "**Hosting Transition Period**"), of,

(a) in the event the Hosted Exchange has exercised its right to terminate the Hosting Agreement without cause, (i) twelve months or (ii) such alternative time period as LIFFE, pursuant to the CBOT's direction, continues to deliver Services in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange; *provided*, *however*, that the CBOT shall notify LIFFE at least fifteen (15) days in advance of the date upon which LIFFE is to cease providing such Services; or

(b) in the event the Hosting Agreement has been terminated by reason of material breach, insolvency, or such other grounds for termination as are equivalent to those set forth in **Section 12.3.2** of this Agreement and notwithstanding any prior notification by the relevant Hosted Exchange of its intention to terminate the Hosting Agreement without cause, the later of (i) thirty (30) days and (ii) such alternative time period as the CBOT may direct LIFFE to continue to deliver Services in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange; *provided*, *however*, that the CBOT shall notify LIFFE at least fifteen (15) days in advance of the date upon which LIFFE is to cease providing such Services; or

(c) notwithstanding **Section 6.6.1(a)** and **(b)**, such duration as LIFFE delivers Services in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange, pursuant to a requirement, decision, or order of a regulatory or governmental authority, arbitration panel or court of competent jurisdiction.

Upon the expiration of the Hosting Transition Period, the accrual of Hosting Fees with respect to such Hosted Exchange shall end, and, subject to **Section 6.6.2**, the CBOT shall be obligated to pay to LIFFE all accrued Hosting Fees.

6.6.2 Collection. Notwithstanding **Section 6.6.1**, *except* in the event of termination by a Hosted Exchange on grounds of material breach by the CBOT, which breach is not a result of a material breach by LIFFE of its obligations to the CBOT in respect of the Hosted Exchange, if a Hosted Exchange fails to pay

to the CBOT amounts equivalent to the Hosting Fees payable to LIFFE in respect of such Hosted Exchange for the Hosting Transition Period or any portion thereof (the "**HTP Fees**"), then the CBOT shall

(a) within fifteen (15) days following the date the relevant HTP Fees were due to be paid under the relevant Hosting Agreement, (i) provide to LIFFE written notice of such nonpayment, signed by a senior representative of the CBOT and setting forth the specific amount of the HTP Fees that are overdue, and (ii) remit to LIFFE all HTP Fees paid by the Hosted Exchange to the CBOT for the relevant period prior to such date;

(b) promptly commence and carry out good faith efforts to collect the unpaid HTP Fees, which efforts shall, in the event the aggregate unpaid Hosting Fees due to LIFFE in respect of such Hosted Exchange exceed the Minimum Quarterly Payment specified to be paid in respect of such Hosted Exchange during the Initial Term, include (i) filing a claim based on the Hosted Exchange's breach of the Hosting Agreement with the appropriate authorities and (ii) prosecuting such claim to either judgment or a reasonable settlement or other compromise approved by LIFFE in advance, which approval shall not be unreasonably withheld or delayed*;* and

(c) pay to LIFFE all overdue HTP Fees collected from the relevant Hosted Exchange, in addition to those paid pursuant to **Section 6.6.2(a)(ii)** above, in gross (i.e., without any reduction for attorneys fees, costs or other amounts incurred by the CBOT), promptly following the CBOT's receipt thereof.

6.6.3 Termination Costs. In the event of termination of any Hosting Agreement, the CBOT shall be obligated to reimburse LIFFE for any and all costs and expenses (a) incurred by LIFFE solely as a result of the termination of such Hosting Agreement, and (b) for which LIFFE is contractually obligated as of the termination of such Hosting Agreement, including any Connection Services Charges.

6.7 CBOT's Acquisition of Hosted Exchange. If, during the term of this Agreement, the CBOT acquires all or substantially all of the assets, or one hundred percent (100%) of the equity interests, of any Hosted Exchange (an "**HE Acquisition**"), then, as of (a) the actual date of closing of the HE Acquisition (whereupon all documents effecting the HE Acquisition and the termination of the relevant Hosting Agreement have been executed by the parties to the HE Acquisition and all other agreed upon closing deliveries have been made) (such date, the "**Closing Date**"), *provided that* the CBOT has given LIFFE written notice of the planned acquisition at least thirty (30) days prior to the Closing Date, or (b) if such notice has not been made in a timely fashion, on such date, subsequent to the Closing Date, that is thirty (30) days immediately following the date upon which LIFFE received from the CBOT written notice of the acquisition (such Closing Date or alternative date, as applicable, the "**HE Acquisition Date**"): (i) the Hosting Fees payable in respect of the relevant Hosted Exchange in accordance with Schedule I shall cease to accrue, and (ii) all Hosted Products of the relevant Hosted Exchange shall be considered "CBOT

Products" (as defined herein). The application of the foregoing sentence shall not in any manner alter or otherwise affect the obligation of the CBOT to pay to LIFFE all Hosting Fees, in respect of the relevant Hosted Exchange, accruing prior to the HE Acquisition Date.

7. Obligations of the CBOT and LIFFE

7.1 Security. In addition to all other duties of the CBOT specified hereunder and/or in the Development Services Agreement, the Managed Services Agreement and/or the Relocation Services Agreement in respect of Licensed Technology and the use or access thereof by the CBOT and the Market Participants, the CBOT shall (a) use reasonable efforts to comply with LIFFE's security policy, a copy of which is attached as Schedule F hereto; (b) establish and maintain supervisory and security procedures satisfactory to LIFFE for the purpose of protecting all Licensed Technology and LIFFE's rights, title and interest in and to the Licensed Technology; (c) require each Market Participant to establish and maintain supervisory and security procedures appropriate to protect all Licensed Technology and LIFFE's rights, title and interest in and to the Licensed Technology; and (d) use reasonable efforts to ensure that no personnel of the CBOT, any Affiliates or subcontractors of the CBOT, any Market Participant, or any agents of the foregoing (other than LIFFE) shall have access to the Licensed Technology (*excluding* the Interfaces and Non-Restricted Documentation), unless such personnel has received appropriate training.

7.2 Third Party Licenses. The CBOT shall enter into and comply with the terms and conditions of those third party license agreements set forth in Schedule G. The CBOT acknowledges and agrees that any rights or remedies to be pursued by the CBOT in respect of any third party software shall be pursued against the third party licensor (and not LIFFE).

7.3 Upgrades. Subject to any applicable obligations of LIFFE pursuant to any Managed Services Agreement entered into by the Parties, nothing herein shall require LIFFE to (a) create any Upgrades or (b) license to the CBOT for use and/or access as "Licensed Technology" hereunder any modifications, enhancements, improvements or additions to the Licensed Technology as LIFFE may choose to create. Notwithstanding the foregoing, in the event LIFFE delivers to the CBOT any Upgrades pursuant to any Managed Services Agreement, the CBOT shall install such Upgrades in accordance with the terms of such Managed Services Agreement.

7.4 Materials and Assistance. In order to facilitate the Parties' performance of their obligations hereunder, the CBOT shall promptly provide to LIFFE such information and documentation as LIFFE may reasonably request.

7.5 Export Compliance. The CBOT and LIFFE each shall comply with all applicable export laws and regulations of the United States and foreign authorities, including regulatory authorities. For purposes of this obligation, export laws and regulations include, but are not limited to, all applicable end use controls and all applicable restrictions on the export, reexport and transfer of encryption items.

8. Escrow Agreement

The Parties have entered into that certain Preferred Escrow Agreement dated as of February 11, 2004, with Data Securities International, Inc. (the "**Escrow Agreement**").

9. Inspection, Removal, or Disablement of the Licensed Technology

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION.
OMITTED PORTIONS INDICATED BY [**].

In the event that any Licensed Technology is located at the CBOT's Premises, LIFFE shall be entitled to have reasonable access to the CBOT's Premises and such Licensed Technology, and:

(a) to inspect such Licensed Technology or any portion thereof: (i) to determine whether the CBOT is complying or has complied with its obligations under this Agreement; and/or (ii) to facilitate LIFFE's efforts to remedy any defect or error in the Licensed Technology or any portion thereof; and

(b) to disable and/or to remove such Licensed Technology or any part or parts thereof (i) if the CBOT has failed or is failing to comply with its obligations under this Agreement; or (ii) to facilitate LIFFE's efforts to remedy any defect or error in the Licensed Technology or any portion thereof.

10. Fees

10.1 Payment. In consideration for the rights and licenses granted hereunder, the CBOT shall, via wire transfer of immediately available funds to such bank account as LIFFE may specify, (a) pay to LIFFE the License Fee in accordance with Schedule I, and (b) reimburse LIFFE for any out of pocket expenses incurred by LIFFE hereunder (collectively, "**Out of Pocket Expenses**") (the License Fee and Out of Pocket Expenses, collectively, the "**Fees**"). All payments hereunder shall be made in pounds sterling or in U.S. Dollars, as specified in Schedule I.

10.2 Taxes. The Fees are exclusive of all international, national or state taxes (including withholding taxes), levies, duties, or similar charges, however designated, that may be assessed by any jurisdiction under current law or as a result of any change in the law following the date thereof (collectively, "**Taxes**"), and the CBOT shall pay or reimburse LIFFE for all such Taxes that may be levied or imposed in relation to this Agreement or any of the rights and licenses granted hereunder, *excluding* taxes based on the net income of LIFFE. Prior to receiving from the CBOT any payment which may be subject to United States withholding taxes, LIFFE shall deliver to the CBOT two original copies of Internal Revenue Service Form "W-8BEN" (or any successor forms), accurately completed and duly executed by LIFFE certifying, in Line 9a thereof (or the corresponding line of any successor forms), that the applicable treaty is the United States-United Kingdom Income Tax Convention, and further certifying the matters set forth in Line 9b and 9c of Form "W-8BEN" (or the corresponding lines of any successor forms). LIFFE hereby agrees, from time to time after the initial delivery by LIFFE of such forms whenever a lapse in time or change of circumstances renders such forms obsolete or inaccurate in any material respect, to deliver to the CBOT two new original copies of Internal Revenue Service Form "W-8BEN" (or any successor forms), accurately completed and duly executed by LIFFE. Notwithstanding this **Section 10.2**, the relevant Fees shall be paid net of any U.S. federal income withholding tax caused by the failure of LIFFE to provide the CBOT with such forms, unless a change in applicable law of the United States, enacted or promulgated after the date hereof, makes it impossible for LIFFE to continue to make the certifications described above.

10.3 Invoices. LIFFE shall invoice the CBOT for the License Fee in accordance with Schedule I, in pounds sterling or in U.S. Dollars with respect to fees identified on Schedule I in U.S. Dollars. LIFFE shall invoice the CBOT monthly in arrears for the Out of Pocket Expenses and any additional amounts due hereunder (*excluding* the License Fee), in pounds sterling. Payment of each invoice shall be made by the CBOT within fourteen (14) days of the date of receipt of such invoice by the CBOT, unless the CBOT makes a good faith objection to the terms of the invoice, in which case (a) the

CBOT shall pay the undisputed amount of the invoice, and (b) the Parties shall promptly undertake to resolve the disputed portion of the invoice.

10.4 Suspension.

10.4.1 Suspension of CBOT's License in Full. Subject to **Section 10.4.2**, if the CBOT fails to pay any undisputed sum due under this Agreement, then, without prejudice to any other remedy available to LIFFE, LIFFE may, upon fourteen (14) days prior written notice to the CBOT, suspend the CBOT's License, *provided that* the CBOT has not made payment within such period of time.

10.4.2 Suspension in Respect of Hosted Exchange. If the CBOT fails to pay to LIFFE any undisputed Hosting Fees due under this Agreement because a Hosted Exchange has failed to pay to the CBOT fees corresponding to such Hosting Fees, then, upon the CBOT's notice to LIFFE thereof signed by a senior representative of the CBOT and without prejudice to any other remedy available to LIFFE, (a) LIFFE and the CBOT agree to suspend the License granted under **Section 2.1(c)** solely in respect of the relevant Hosted Exchange and the delivery of Services in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange (but not CBOT Products or the Hosted Products of any other Hosted Exchange); (b) the CBOT shall promptly provide to such Hosted Exchange fourteen (14) days' prior written notice of the CBOT's suspension of the license granted to such Hosted Exchange under its Hosting Agreement with the CBOT and the Hosting Services delivered to such Hosted Exchange; and (c) if the Hosted Exchange has not paid the overdue fees within such fourteen (14) day period, LIFFE shall (unless prohibited by a requirement, decision or order of a regulatory or governmental authority, arbitration panel or court of competent jurisdiction) (i) suspend the License granted under **Section 2.1(c)** in respect of such Hosted Exchange and (ii) cease providing Services solely in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange (but not CBOT Products or Hosted Products of any other Hosted Exchange).

10.4.3 Reinstatement. In the event of reinstatement of the License suspended under **Section 10.4.1** and/or **Section 10.4.2**, the CBOT will (i) pay LIFFE for all work undertaken by LIFFE in connection with such reinstatement on a time and materials basis in accordance with LIFFE's then current hourly rates for comparable services, and (ii) the CBOT shall be required to install (or require to be installed) any such Upgrades to the version(s) of the Licensed Technology last utilized by the CBOT or the relevant Hosted Exchange, as LIFFE may specify.

10.5 Late Payment. If the CBOT fails to pay any undisputed Fees due under this Agreement, then interest shall be charged thereon from the date of issuance of the applicable invoice until the date payment is made, at the rate of the lesser of one and one half percent (1.5%) per month, or the maximum amount allowed under applicable law.

11. Term

11.1 Initial Term. The initial term of this Agreement shall commence on the Original SLA Effective Date, and shall continue until and including December 31, 2008 (the "**Initial Term**"), unless terminated earlier in accordance with **Section 12**.

11.2 Renewal. Unless terminated earlier in accordance with **Section 12**, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR NO MORE THAN TWO SUCCESSIVE PERIODS OF THREE (3) YEARS (each, a "**Renewal Term**"). The Initial Term and any Renewal Terms are hereinafter referred to as the "**Term**."

12. Termination

12.1 By the CBOT.

12.1.1 Non-Renewal. The CBOT may terminate this Agreement, for any reason, upon written notice to LIFFE provided at least [**] months prior to the end of the Initial Term or the First Renewal Term (if any).

12.1.2 Development Services Agreement and Managed Services Agreement. The Original SLA provided to the CBOT the right to terminate this Agreement immediately upon notice to LIFFE in the event that the Parties had not entered into (a) a Development Services Agreement by March 1, 2003; or (b) a Managed Services Agreement by May 1, 2003. The Parties acknowledge and agree that this right of termination has been extinguished.

12.2 By LIFFE.

12.2.1 [**]. LIFFE may terminate this Agreement, upon twelve (12) months prior written notice to the CBOT ("**Termination Notice Period**"), if [**] A.G., or any Affiliate of [**] directly or indirectly acquires control of the CBOT.

12.2.2 Development Services Agreement and Managed Services Agreement. The Original SLA provided to LIFFE the right to terminate this Agreement immediately upon notice to the CBOT in the event that the Parties had not entered into a Development Services Agreement and a Managed Services Agreement by September 1, 2003. The Parties acknowledge and agree that this right of termination has been extinguished.

12.2.3 [**] Arrangement. LIFFE may, upon thirty (30) days' prior written notice to the CBOT, terminate the rights and obligations of the Parties set forth in Schedule I, Part 3, in the exercise of LIFFE's own judgment without limitation as to time.

12.3 By Either Party.

12.3.1 Material Breach. Subject to **Section 13.3**, at any time during the term of this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a breach of any of its material

obligations under this Agreement and fails to remedy such material breach within thirty (30) days of receipt of written notice thereof.

12.3.2 Insolvency. At any time during the term of this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice if: (a) the other Party (i) becomes insolvent, (ii) voluntarily commences any proceeding or files any petition under the bankruptcy laws of the United States or England and Wales, (iii) becomes subject to any involuntary bankruptcy or insolvency proceedings under the laws of the United States or England and Wales, which proceedings are not dismissed within thirty (30) days, (iv) makes an assignment for the benefit of its creditors, or (v) appoints a receiver, trustee, custodian or liquidator for a substantial portion of, its property, assets or business; or (b) the other Party passes a resolution for its winding up or dissolution, or a court of competent jurisdiction makes an order for such other Party's winding up or dissolution.

12.4 Automatic Termination. As maintenance services relating to the Licensed Technology will be required (at a minimum), this Agreement will terminate automatically upon termination of the Managed Services Agreement.

13. Consequences of Termination

13.1 Licensed Technology. In addition to complying with those requirements set forth in Section 14.1 of the Managed Services Agreement:

13.1.1 In CBOT's Possession. Following termination of this Agreement, the CBOT shall (a) immediately cease use of the Licensed Technology; (b) at LIFFE's request and at the CBOT's expense, (i) immediately return to LIFFE, or destroy and certify as destroyed, any Licensed Technology in the CBOT's possession and/or control (including all Documentation), and (ii) return to LIFFE any and all other LIFFE Property in the CBOT's possession and/or control; and (c) within fourteen (14) days of the effective date of termination of this Agreement, permanently erase and certify the erasure of the Software (and all copies thereof) from the Equipment and all backup Media. Notwithstanding the foregoing, the CBOT shall only be required to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as "LIFFE Restricted," including, but not limited to, Restricted Documentation) located on the CBOT's electronic backup media created by the CBOT in the normal course of business; *provided*, *however*, that the CBOT shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 15** of this Agreement.

13.1.2 In Market Participants' Possession. Upon or prior to the effective date of termination of this Agreement, the CBOT shall, at the CBOT's expense, (a) terminate all Interface Sublicense Agreements and Hosting Agreements; (b) require each Market Participant, to which the CBOT has sublicensed the right to use and/or access certain components of the Licensed Technology, to (i) cease use of such Licensed Technology and (ii) promptly return to LIFFE, or destroy

and certify as destroyed, each item of Licensed Technology in such Market Participant's possession and/or control (including all Documentation), and (iii) promptly return to LIFFE any other LIFFE Property within such Market Participant's possession and/or control; and (c) notwithstanding **Section 13.1.2(b)**, return to LIFFE any LIFFE Property that has been provided to the CBOT by any Market Participant, promptly upon the CBOT's receipt thereof. Notwithstanding the foregoing, each Market Participant shall only be required to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as "LIFFE Restricted," including, but not limited to, Restricted Documentation) located on such Market Participant's electronic backup media created by such Market Participant in the normal course of business; *provided, however,* that each Market Participant shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 15** of this Agreement.

13.2 Third Party Obligations. In the event of termination of this Agreement, LIFFE will use commercially reasonable efforts to terminate any contracts with third parties relating to LIFFE's provision of the Licensed Technology or other obligations hereunder (or relevant portions thereof). Notwithstanding the foregoing, the CBOT shall be obligated to reimburse LIFFE for any and all costs and expenses relevant to this Agreement for which LIFFE is contractually obligated as of the termination hereof.

13.3 Transition. In the event of LIFFE's notice of termination to the CBOT pursuant to **Section 12.3.1** for a material breach that is incapable of remedy, the License provided hereunder shall continue for a period of up to [**] months from the date upon which notice of termination is given (the "**Transition Period**"); *provided that,* within thirty (30) days following notice of termination, (a) the CBOT has accepted full liability for such material breach via written notice to LIFFE in a form acceptable to LIFFE, in LIFFE's sole discretion; and (b) the CBOT has submitted to LIFFE reasonable assurances that it has employed measures sufficient to prohibit repetition of such material breach. Notwithstanding the foregoing, (i) during any Transition Period, LIFFE shall not be held liable for any failure to perform any obligations under this Agreement (x) that have been transitioned by the CBOT to a Person other than LIFFE, or (y) that have been wound down or phased out; and (ii) in the event of the CBOT's breach of any of its material obligations under this Agreement during any Transition Period, then LIFFE may terminate this Agreement immediately upon notice to the CBOT.

13.4 CBOT [**] Products. In the event LIFFE exercises its right of termination pursuant to **Section 12.2.3** (the "**[**] Termination**"), the CBOT [**] Products shall, subject to the terms of this Agreement (including **Section 3.4** of this Agreement), hereunder; *provided, however,* that:

(a) the CBOT shall not be liable to pay LIFFE any CBOT [**] Trading Fee Revenue in connection with any CBOT [**] Product trades matched on the CBOT Trading Facility subsequent to the effective date of the [**] Termination; and

(b) LIFFE shall have no obligation to pay the CBOT any LIFFE [**] Trading Fee Revenue in connection with LIFFE [**] Product trades matched on the LIFFE Market subsequent to the effective date of the [**] Termination.

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WITH THE SECURITIES AND EXCHANGE COMMISSION.
OMITTED PORTIONS INDICATED BY [**].

13.5 Survival. The expiration or termination of this Agreement for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of this Agreement. Notwithstanding expiration or termination of this Agreement, the CBOT shall remain liable to pay LIFFE all sums accrued or due on or prior to the effective date of expiration or termination. Sections **1, 5.2, 6, 7.5, 9, 10, 13, 14, 15, 17, 18, 19, 20, 21, 22, 24, 27, 28, 29, 30, 32** and **34** shall survive beyond the effective date of termination of this Agreement and shall remain in full force and effect.

14. Proprietary Rights

14.1 LIFFE Property. As between the CBOT and LIFFE, all rights, title and interest in and to the Licensed Technology and all portions thereof (*excluding* the third party software specified in Schedule G), including but not limited to, all Development Services Deliverables; all Upgrades (including Bug Fixes created by or on behalf of the CBOT pursuant to the Escrow Agreement); all Confidential Information of LIFFE; all Documentation; the Equipment; LIFFE [**] Market Data; all other materials whatsoever relating to the Licensed Technology, the Equipment and/or the Core Network, and provided by LIFFE to the CBOT, any Market Participants and/or any Hosted Exchange or any Hosted Exchange Participant, including any gateways, hubs, routers, cables, cabinets and servers; and any other materials provided by LIFFE to the CBOT and/or any Hosted Exchange, Hosted Exchange Participant or other Market Participant under this Agreement; including all copyrights, trademarks, patents, trade secrets and other intellectual property inherent in the foregoing or appurtenant thereto (collectively, "**LIFFE Property**") shall be and remain vested in LIFFE (or LIFFE's Affiliates, suppliers or licensors, as applicable). To the extent, if any, that ownership of the LIFFE Property does not automatically vest in LIFFE by virtue of this Agreement or otherwise, the CBOT hereby transfers and assigns to LIFFE, as of the date of creation, all rights, title and interest which the CBOT may have in and to such LIFFE Property. The CBOT undertakes, at the CBOT's expense, to do or cease to do all such acts as LIFFE may reasonably direct, and to execute, or cause its employees, agents and/or subcontractors to execute, all such documents as LIFFE deems reasonably necessary or helpful to assure further the rights, title and interest of LIFFE or its nominee in and to such LIFFE Property. Notwithstanding the foregoing, the CBOT shall have access to LIFFE [**] Market Data on demand and for no charge; *provided, however,* that the CBOT shall have no right to copy, redistribute or derive any economic benefit from LIFFE [**] Market Data without the prior written consent of LIFFE.

14.2 CBOT Property. Notwithstanding the foregoing, as between the CBOT and LIFFE, all rights, title and interest in and to (a) the CBOT Technology (if any); (b) CBOT Market Data, including CBOT [**] Market Data; (c) all Confidential Information of the CBOT; and (d) all copyrights, trademarks, patents, trade secrets and other intellectual property inherent in the foregoing or appurtenant thereto (collectively, the "**CBOT Property**") shall be and remain vested in the CBOT. Notwithstanding the foregoing, LIFFE shall have access to CBOT [**] Market Data on demand and for no charge; *provided, however,* that LIFFE shall have no right to copy, redistribute or derive any economic benefit from CBOT [**] Market Data without the prior written consent of the CBOT.

15. Confidentiality

15.1 Confidential Information. Subject to **Section 15.2**, each Party shall treat as confidential the terms and conditions of this Agreement (*excluding* the existence of this Agreement), all information (a) marked as confidential, "CBOT Restricted" and/or "LIFFE Restricted" (as applicable) or (b) which the recipient should reasonably know, by its nature or the manner of its disclosure, to be confidential (including, but not limited to, the information and materials the CBOT has obtained rights to use

hereunder), which either Party may receive or have access to during or prior to the performance of this Agreement ("**Confidential Information**"). Neither Party shall (i) use the Confidential Information of the other Party for any purpose other than the performance of its obligations under this Agreement, or (ii) divulge such Confidential Information (x) without the other Party's prior written consent, to anyone other than the employees, subcontractors, consultants or advisors of such Party who are subject to nondisclosure obligations and to whom such disclosure is reasonably necessary to facilitate the performance of this Agreement; or (y) unless requested pursuant to a judicial or governmental request, requirement or order under law (including disclosure obligations of the Parties under applicable securities laws), in which case, if not so prohibited by a regulatory or other governmental authority or an order of a court of competent jurisdiction, the receiving Party will promptly notify the other Party of such request; *provided that*, if, in the opinion of counsel to the receiving Party, such disclosure is required under securities laws, the receiving Party, in consultation with the other Party, shall additionally use good faith efforts to secure confidential treatment of the information so disclosed. "Confidential Information" of LIFFE includes, but is not limited to, Restricted Documentation and the source code of the Software. For the avoidance of doubt, with respect to Confidential Information of LIFFE that has been disclosed to the CBOT or to which the CBOT has access, the CBOT shall neither provide or permit [**] access to, nor permit any other Person to provide or permit [**] access to, any Confidential Information of LIFFE or any derivative work based on such Confidential Information.

15.2 Exclusions. Notwithstanding **Section 15.1**, Confidential Information will not include information (a) which is independently developed by the receiving Party or is lawfully received free of restriction from another source that, to the receiving Party's knowledge, has the right to furnish such information; (b) after it has become generally available to the public by acts not attributable to the receiving Party or its employees, consultants or advisors; or (c) which, at the time of disclosure to the receiving Party, was known to the receiving Party free of restriction.

16. Subcontractors

LIFFE may appoint subcontractors and agents to carry out the whole or any part of its obligations hereunder; *provided*, *however*, that LIFFE shall obtain the CBOT's consent to any subcontractors whose primary residence is located in the United States, which consent will not be unreasonably withheld. For the avoidance of any doubt, LIFFE shall not have an obligation to obtain the CBOT's consent in respect of any subcontractors whose primary residence is located to LIFFE's knowledge, outside the United States.

17. Warranties

17.1 LIFFE. LIFFE warrants that (a) it has the requisite corporate power and authority to execute and perform this Agreement; (b) its execution and performance of its obligations hereunder will not violate any other agreement or regulatory obligation to which it is bound; and (c) to LIFFE's knowledge, the Software contains no Malicious Code. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LIFFE MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE LICENSED TECHNOLOGY OR ANY PORTION OF THE SAME OR THE USE THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LIFFE FURTHER DISCLAIMS ALL WARRANTIES, IMPLIED OR OTHERWISE, RELATING TO ANY THIRD PARTY MATERIALS.

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION.
OMITTED PORTIONS INDICATED BY [**].

17.2 The CBOT. The CBOT hereby warrants to LIFFE that (a) it has the requisite corporate power and authority to execute and perform this Agreement; (b) its execution and performance of its obligations hereunder will not violate any other agreement or regulatory obligation to which it is bound; (c) it is a valid licensee of the Wagner/eSpeed Patent pursuant to Attachment B to that certain "Settlement Agreement" between the CBOT, The Chicago Mercantile Exchange, Electronic Trading Systems Corporation and eSpeed, entered into as of August 26, 2002, in settlement of eSpeed, Inc. and Electronic Trading Systems Corporation v. The Board of Trade of the City of Chicago and The Chicago Mercantile Exchange, before the United States District Court for the Northern District of Texas (Civil Action No. 3:99-CV-1016-M) (the "**Wagner License**"), a copy of which has been provided to LIFFE; (d) the License, the Licensed Technology provided hereunder, and the use of such Licensed Technology by or on behalf of the CBOT and Market Participants (*excluding* Hosted Exchanges and their respective Hosted Exchange Participants), are encompassed by such Wagner License and will not violate the terms of the Wagner License; (e) eSpeed has unconditionally and irrevocably covenanted not to sue the CBOT, LIFFE or the Hosted Exchanges for infringement of the Wagner/eSpeed Patent in connection with the use of the Trading System to process trades of Hosted Products; (f) in regard to each Hosted Exchange, all of the Hosted Products of such Hosted Exchange are included within the relevant categories of products specified in the eSpeed Covenants; and (g) the use of the Trading System by or on behalf of any of the Hosted Exchanges and/or their respective Hosted Exchange Participants in respect of trades of Hosted Products is encompassed by the eSpeed Covenants. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE CBOT MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE LICENSED TECHNOLOGY AND CBOT PROPERTY OR ANY PORTION OF THE SAME OR THE USE THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

18. Indemnification

18.1 By LIFFE. LIFFE shall defend, indemnify and hold the CBOT, and the officers, directors, employees, agents, and representatives of the CBOT ("**CBOT Indemnitees**") harmless from and against all costs, claims, demands, losses, expenses and liabilities of any nature whatsoever (including reasonable attorneys fees) ("**Losses**") incurred or suffered by such CBOT Indemnitees arising out of, or in connection with, any third party claim, demand, or cause of action (each, a "**Claim**") to the extent such Claim is based upon or arises out of (a) LIFFE's gross negligence or willful misconduct; (b) LIFFE's material breach of this Agreement or any part hereof; (c) [**]; or (d) the LIFFE [**] Products, including the listing, maintenance, and/or trading of the LIFFE [**] Products; *provided that* (i) the CBOT shall take no other action which the CBOT, in its reasonable judgment, believes would be contrary to LIFFE's interests relative to the Claim; (ii) LIFFE (or any Person acting on behalf of or authorized by LIFFE), at its own expense, shall be entitled to have sole conduct and control of all legal proceedings in connection with the Claim or the settlement or other compromise thereof; (iii) the CBOT shall give LIFFE (and any Person acting on behalf of or authorized by LIFFE) all reasonable assistance therewith, at LIFFE's reasonable expense; and (iv) the CBOT shall use good faith efforts to notify LIFFE as soon as possible, but in any event within five (5) Business Days, after the CBOT becomes aware of the Claim. Notwithstanding the foregoing, LIFFE shall have no obligation to defend, indemnify, or hold any CBOT Indemnitee harmless from or against any Losses incurred or suffered by such CBOT Indemnitee (x) as a result of the gross negligence or willful misconduct of the CBOT Indemnitee or any Market Participant, or (y) to the extent any Losses are attributable to the fact that the use of the Licensed Technology by the

CBOT, other CBOT Indemnitee, or any Market Participant has not been in accordance with this Agreement.

18.2 By the CBOT. The CBOT shall defend, indemnify and hold LIFFE, its Affiliates, and the officers, directors, employees, agents, and representatives of LIFFE and its Affiliates ("**LIFFE Indemnitees**") harmless from and against all Losses incurred or suffered by such LIFFE Indemnitees arising out of, or in connection with, any third party Claim to the extent such Claim is based upon or arises out of: (a) the CBOT's material breach of this Agreement or any part hereof; (b) the gross negligence or willful misconduct of the CBOT, any Affiliate of the CBOT, any Hosted Exchange, any Affiliate of any Hosted Exchange, or any Market Participant (collectively, the "**CBOT Parties**"); (c) CBOT Property or LIFFE's use thereof; (d) use of the Licensed Technology in contravention of this Agreement by or on behalf of any CBOT Party; (e) any breach by any CBOT Party or Contractor (as that term is defined Schedule E) of any Interface Sublicense Agreement or Interface Sublicense and Connection Agreement; (f) a breach of any Hosting Agreement by any of the Hosted Exchanges or the CBOT (*excluding* any such breach by the CBOT which is the direct result of LIFFE's breach of this Agreement, the Managed Services Agreement, the Development Services Agreement and/or the Relocation Services Agreement or of LIFFE's gross negligence or willful misconduct); (g) any Claim that the License, the Licensed Technology provided hereunder, or the use thereof by or on behalf of any CBOT Party, infringes or otherwise violates the Wagner/eSpeed Patent; (h) the CBOT [**] Products, including the listing, maintenance, and/or trading of the CBOT [**] Products; (i) any Claim that the offering by the CBOT of CBOT [**] Products for trading on the CBOT Electronic Exchange infringes or otherwise violates the [**]; or (j) any suspension or termination, as permitted under this Agreement and/or the Managed Services Agreement, of the License granted pursuant to **Section 2.1(c)** and/or of any Hosting Services; *provided that* (i) LIFFE shall take no action which LIFFE, in its reasonable judgment, believes would be contrary to the CBOT's interests relative to the Claim; (ii) the CBOT (or any Person acting on behalf of or authorized by the CBOT), at its own expense, shall be entitled to have sole conduct and control of all legal proceedings in connection with the Claim or the settlement or other compromise thereof; (iii) LIFFE shall give the CBOT (and any Person acting on behalf of or authorized by the CBOT) all reasonable assistance in connection therewith at the CBOT's reasonable expense; and (iv) LIFFE shall use good faith efforts to notify the CBOT as soon as possible, but in any event within five (5) Business Days, after LIFFE becomes aware of the Claim. Notwithstanding the foregoing, CBOT shall have no obligation to defend, indemnify, or hold any LIFFE Indemnitee harmless from or against any Losses incurred or suffered by such LIFFE Indemnitee as a result of the gross negligence or willful misconduct of the LIFFE Indemnitee.

19. Liability

19.1 Specific Limitations. LIFFE shall have no liability to the CBOT for any breach of this Agreement or any Losses (including, but not limited to, the inability of the CBOT, any Hosted Exchange or Hosted Exchange Participant to use any part of the Licensed Technology and the interruption or corruption of any data or information stored, used, generated or transmitted on or via any Licensed Technology) under this Agreement arising from (a) any defect in the Licensed Technology of which LIFFE has not received notice of from the CBOT within five (5) Business Days following the first date upon which the CBOT discovered or otherwise became aware of such defect, (b) any Force Majeure Event, (c) any Trading Applications or other Third Party Materials, or (d) any suspension or termination, as permitted under this Agreement and/or the Managed Services Agreement, of the License granted pursuant to **Section 2.1(c)** and/or of any Hosting Services.

19.2 General Limitation. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF SUCH PARTY, ITS AFFILIATES, OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES, *EXCEPT THAT* EACH PARTY SHALL ACCEPT LIABILITY FOR (a) MATERIAL BREACH OF THIS AGREEMENT, (b) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY, ITS AFFILIATES OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES, AND (c) FOR DEATH, PERSONAL INJURY AND DIRECT PHYSICAL DAMAGE TO THE TANGIBLE PROPERTY OF THE OTHER CAUSED BY SUCH PARTY, ITS AFFILIATES OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES. EXCEPT WITH REGARD TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER **SECTION 15** OR ITS WARRANTIES SET FORTH IN **SECTION 17**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER HEREUNDER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, OR FOR LOSS OF PROFITS, GOODWILL OR CONTRACTS, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY SHALL HAVE BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

19.3 Limitation of Liability. The cumulative liability of LIFFE under this Agreement, the Development Services Agreement, the Managed Services Agreement and the Relocation Services Agreement, during the respective terms of this Agreement, the Development Services Agreement, the Managed Services Agreement and the Relocation Services Agreement, however arising, will not exceed[**]; *provided*, *however*, that the limitations set forth in this **Section 19.3** will not apply to (a) liability of LIFFE for death or personal injury; (b) fraudulent acts or omissions; or (c) violations of the confidentiality obligations of **Section 15**.

19.4 Claims Against Individuals. Where the liability of a Party (including, but not limited to, any liability with respect to the officers, employees, agents or representatives of a Party or any of its Affiliates) has been excluded or restricted hereunder, each Party agrees that it shall not bring any claim against any officers, employees, agents or representatives of the other Party or any of its Affiliates or join such officers, employees, agents or representatives in any claim such that the liability of such officers, employees, agents or representatives and such other Party, when taken together, would be greater than the liability of such other Party hereunder.

20. Dispute Resolution

20.1 Escalation. As used herein, "**Disputes**" means any claims, disputes, controversies, and other matters in question between the Parties arising out of or relating to this Agreement or the breach hereof (*excluding* any third party claims against LIFFE or the CBOT subject to indemnification pursuant to **Section 18**, *but including* any disagreements as to indemnification rights hereunder). Any Dispute between the Parties shall in the first instance be referred to the Parties' Relationship Managers for discussion and resolution. If the Dispute is not resolved by the Relationship Managers within five (5) Business Days, the Dispute will be referred to the Managing Director of LIFFE Market Solutions and a representative of the CBOT at an equivalent level, who must discuss and, if appropriate, meet within five (5) Business Days to attempt to resolve the Dispute. If the Dispute is not resolved by such second representatives within five (5) Business Days, the Dispute will be referred to the Parties' Chief Executive

Officers who must discuss and, if appropriate, meet within five (5) Business Days to attempt to resolve the Dispute. If any representative of either Party referred to in this **Section 20.1** is not available for any reason, the affected Party shall be entitled to appoint an appropriate substitute.

20.2 Mediation. If the Parties cannot resolve any Dispute in accordance with **Section 20.1** within thirty (30) Business Days, they may refer the Dispute to mediation, to be conducted by a single mediator in (i) Chicago, Illinois, if LIFFE has initiated the Dispute, or (ii) London, England, if the CBOT has initiated the Dispute. The Parties shall use good faith efforts to agree upon a mediator. If the Parties are unable to agree upon a mediator within thirty (30) Business Days, the Parties may seek judicial resolution and remedy of the Dispute without first proceeding with mediation. The Parties shall use good faith efforts to hold the mediation within thirty (30) Business Days following the selection of a mediator. Unless otherwise agreed by the Parties, no decision resulting from the mediation proceedings will be binding upon the Parties. Unless expressly provided herein, each Party will bear its own costs (including attorneys fees) relating to the mediation, but the Parties will share equally the fees and expenses charged by the mediator.

20.3 Arbitration. If a Dispute is not resolved in accordance with **Section 20.2**, then either Party may provide written notice to the other Party of an intention to refer the Dispute to arbitration. Any such arbitration shall be: (a) binding; (b) administered by the International Centre for Dispute Resolution ("**ICDR**") of the American Arbitration Association ("**AAA**"); (c) conducted in accordance with the International Arbitration Rules of the AAA (the "**AAA Rules**"), as such AAA Rules may be amended from time to time, except to the extent this **Section 20.3** provides otherwise; (d) held in Chicago, Illinois, if the Dispute is initiated by LIFFE and in London, England if the Dispute is initiated by the CBOT; and (e) conducted using the English language. Upon filing a claim, the filing Party will simultaneously provide written notice of such claim to the other Party and to the relevant administrator at the ICDR.

20.3.1 Selection of Arbitrators. Within ten (10) Business Days of receipt of the ICDR initiation letter, each Party shall select one neutral individual to act as arbitrator. In addition, the Parties shall submit a written request to AAA to use its normal procedures pursuant to the AAA Rules to appoint the third arbitrator within five (5) Business Days of AAA's receipt of such request. The arbitrator appointed by AAA shall serve as the chairperson of the arbitration panel. The Parties agree that the selection of arbitrators must be completed within twenty-five (25) Business Days of receipt by both Parties of the ICDR initiation letter.

20.3.2 Cooperation. The Parties shall cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable, and in this respect to furnish such documents and make available such personnel as the arbitrators may request.

20.3.3 Reduction of Losses. The Parties have selected arbitration to expedite the resolution of Disputes and to reduce the costs and burdens associated with litigation. The Parties agree that the arbitrators should take these concerns into account when determining whether to authorize discovery and, if discovery is authorized, the scope of permissible discovery and other hearing and pre-hearing procedures. The arbitrators shall render an award, including a written decision, within ninety (90) calendar days after the arbitration notice is provided, unless

the Parties otherwise agree or the arbitrators make a finding that a Party has carried the burden of showing good cause for a longer time period.

20.3.4 Binding Decision. The decision or award of the arbitrators will be final and binding, and may be used as a basis for judgment thereon in any jurisdiction. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a written decision setting out the reasons for the disposition of any claim.

20.3.5 Punitive Damages. Without limiting any other remedies that may be available under applicable law, the arbitrators shall have no authority to award punitive damages.

20.3.6 Confidentiality. All proceedings and decisions of the arbitrators shall be maintained in confidence to the extent legally permissible, and shall not be made public by any Party or any arbitrator without the prior written consent of the Parties, *except* as may be required by applicable laws.

20.3.7 Losses. Each Party shall bear its own costs and attorneys fees, and the Parties shall equally bear the fees, costs, and expenses of the arbitrators and the arbitration proceedings charged by the arbitrators ("**Arbitration Fees**"); *provided, however,* that (a) the filing Party shall pay any filing fees charged by the AAA; and (b) the arbitrators may exercise discretion to award costs, but not attorneys fees or Arbitration Fees, to the prevailing Party.

20.3.8 Obligations. The commencement and pendency of an arbitration under this **Section 20.3** shall not relieve either of the Parties of their respective obligations under this Agreement.

20.3.9 Limitations. A demand for arbitration shall not be made after the date when institution of legal or equitable proceedings based upon such dispute would be barred by the applicable statute of limitations or laches under the laws of the State of Illinois, and the Parties expressly waive any causes of action relating to any Dispute not brought within the period set forth therein.

20.4 Limitations. Notwithstanding **Sections 20.2** and **20.3**, nothing herein restricts the rights of either Party to seek judicial resolution and remedy of (i) any Disputes, following compliance with **Section 20.2** and **20.3**, or (ii) any claims, disputes, controversies, or other matters in question between the Parties arising out of either Party's breach of its obligations pursuant to **Section 15** or **Section 17**.

21. Entire Agreement

This Agreement, together with the Development Services Agreement, the Managed Services Agreement, the Relocation Services Agreement and all Change Requests to the foregoing entered into by the Parties prior to the Amendment Effective Date, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements, negotiations and discussions between the Parties, *excluding* that Consultancy Agreement entered into by

and between LIFFE and the CBOT, having an effective date of October 22, 2002, and entered into on December 6, 2002.

22. Schedules and Change Requests

Each of the schedules attached hereto is a part of and is incorporated into this Agreement. Each Change Request relating to the Original SLA entered into by the Parties prior to the Amendment Effective Date is a part of and is incorporated by reference into this Agreement. Unless otherwise indicated therein, all capitalized terms contained within such Change Requests and/or the schedules will have the meanings ascribed to them in the main body of this Agreement.

23. Amendments

Except as expressly provided for herein, this Agreement may be amended only by an instrument in writing signed on behalf of a duly authorized representative of each Party.

24. Binding Provisions/Third Party Beneficiaries

This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns. The Parties agree that no provision of this Agreement is intended, expressly or by implication, to purport to confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Original SLA Effective Date).

25. Assignment and Sublicensing

Except as otherwise expressly provided herein, the CBOT shall not assign, transfer or sublicense any right or obligation under this Agreement without the prior written approval of LIFFE. Notwithstanding the foregoing, the CBOT may assign this Agreement to: (a) the Electronic Chicago Board of Trade, Inc.; (b) CBOT Holdings, Inc. ("**Holdings**"); or (c) a wholly owned exchange subsidiary of Holdings, as described in the Registration Statement on Form S-4 filed by Holdings with the Securities and Exchange Commission ("**SEC**") on October 24, 2001 (the "**Registration Statement**"), as amended by Amendment No. 7 to the Registration Statement filed with the SEC on June 17, 2004 ("**Amendment No. 7**"), or any subsequent amendment thereto; *provided that* the structure of the exchange subsidiary is in a form substantially the same as that described in Amendment No. 7; and *provided further that*, in the event of any assignment permitted by this sentence, each of the CBOT and Holdings will provide to LIFFE a written guarantee of the performance of all obligations of the permitted assignee in the form of the agreement agreed by the Parties and attached hereto as Schedule M (the "**Guaranty**"). LIFFE may, in LIFFE's sole discretion, assign this Agreement and/or some or all of its rights and obligations under this Agreement to an Affiliate of LIFFE that is capable of performing the obligations of LIFFE under this Agreement.

26. Force Majeure

If the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any Force Majeure Event, that Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. In the event a Party becomes aware of a Force Majeure Event that will affect its performance under this Agreement, it shall

notify the other Party as soon as reasonably practicable. The Parties shall thereafter work together to take reasonable steps to mitigate the effects of any inability to perform, if practicable.

27. Separability of Provisions

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction.

28. Waiver

The failure of a Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times hereafter.

29. Remedies Not Exclusive

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

30. Notices

Except as otherwise expressly provided herein, all notices, certifications, requests, demands, payments and other communications hereunder: (a) shall be in writing; (b) may be delivered by certified or registered mail, postage prepaid; by hand; by facsimile; or by any internationally recognized private courier; (c) shall be effective (i) if mailed, on the date ten (10) days after the date of mailing or (ii) if hand delivered, faxed, or delivered by private courier, on the date of delivery; and (d) shall be addressed as follows:

If to the CBOT:

Board of Trade of the City of Chicago, Inc.
141 West Jackson Boulevard
Suite 600-A
Chicago, Illinois 60604 U.S.A.
Attention: Carol A. Burke

If to LIFFE:

LIFFE Administration and Management
Cannon Bridge House
1 Cousin Lane
London, EC4R 3XX (England)
Attention: Company Secretary

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or to such other address or addresses as may hereafter be specified by notice given by one Party to the other.

31. Announcements

Neither Party may refer to this Agreement in any publicity or advertising materials without the other Party's prior written consent.

32. Interpretation

32.1 Headings, Gender, "Including," "Control" and Person. References to sections and schedules are to sections of and schedules to this Agreement unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. The masculine gender shall include the feminine and the singular number shall include the plural, and vice versa. Any use of the word "including" will be interpreted to mean "including, but not limited to," unless otherwise indicated. Any use of the terms "controlling," "controlled by" or "under common control with" shall have a meaning consistent with the definition of "Control" set forth in **Section 1**. References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its successors in interest and permitted assigns, as applicable.

32.2 Inconsistency. In the event of any inconsistency between the terms of the main body of this Agreement and any schedule hereto, the terms of the main body of this Agreement will govern to the extent of the inconsistency.

33. Further Assurances

The Parties shall execute all such further documents and do all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

34. Governing Law

The validity and effectiveness of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Subject to **Section 20**, any legal action or proceeding with respect to this Agreement may be brought exclusively in the Federal or state courts located in Chicago, Illinois, including the United States District Court for the Northern District of Illinois. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

35. Counterparts

This Agreement may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original, and both of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.
Signature page follows.]

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IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Software License Agreement as of the Amendment Effective Date.

LIFFE ADMINISTRATION AND MANAGEMENT,
a company incorporated in England and Wales

By:_____
Name:_____
Its:_____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.,
a Delaware corporation

By:_____
Name:_____
Its:_____

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SCHEDULES

Schedule A	–	Software and Documentation
Schedule B	–	Software, Locations and Operating Systems
Schedule C	–	Products Outside CBOT Field of Use
Schedule D	–	Products Within CBOT Exclusive Field of Use
Schedule E	–	Interface Sublicense Agreement
Schedule F	–	Security Policy
Schedule G	–	Third Party Software
Schedule H	–	[Intentionally deleted.]
Schedule I	–	Fees
Schedule J	–	EGB Contract
Schedule K	–	eSpeed Covenants
Schedule L	–	Hosted Products
Schedule M	–	Form of Guaranty

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SCHEDULE A

Software and Documentation

Part 1 - Software

[**]

Part 2 - Documentation

(a) Unrestricted Documentation

1. LIFFE CONNECT™ Application Program Interface and Changes
2. The Application Program Interface ("API") Reference Manual
3. LIFFE CONNECT™ Application Program Interface Installation notes
4. How the Market Works
5. TRS User Guide

(b) Restricted Documentation

	Title	Number of Authorized Copies
1.	[**]	20
2.	[**]	20
3.	[**]	20
4.	[**]	20
5.	[**]	20
6.	[**]	20
7.	[**]	20
8.	[**]	20
9.	[**]	20

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	Title	Number of Authorized Copies
10.	[**]	20
11.	[**]	20
12.	[**]	20

SCHEDULE B

SOFTWARE, LOCATIONS & OPERATING SYSTEMS

Software	Location	Operating System (or such operating systems as may be approved by LIFFE from time to time)
[**]	[**] ("**Data Centre 1**") [**] ("**Data Centre 2**") [**] ("**Data Centre 3**") [**] ("**Development Centre**")	[**]
[**]	Anywhere	[**]
[**]	Anywhere	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Windows Desktop OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Windows Desktop OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Windows Desktop OS
[**]	[**] ("**M&C 2**")	Windows Desktop OS
[**]	M&C 1 and M&C 2	Windows Desktop OS
[**]	M&C 1 and M&C 2	Windows Desktop OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS

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Software	Location	Operating System (or such operating systems as may be approved by LIFFE from time to time)
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Windows Server OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS, Windows Server OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	[**] (“VMS OS”)
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	VMS OS
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	VMS OS
[**]	Anywhere	Windows Desktop OS
[**]	Anywhere	Not Applicable
[**]	Data Centre 1, Data Centre 2, Data Centre 3, Development Centre	VMS OS

Confidential Treatment Requested by CBOT Holdings, Inc.

SCHEDULE C

PRODUCTS OUTSIDE CBOT FIELD OF USE

Index Futures

[**]

Index Options

[**]

Short Term Interest Rate Futures

[**]

Short Term Interest Rate Options
[**]

Medium and Long Term Interest Rate Futures
[**]

Medium and Long Term Interest Rate Options
[**]

Commodity Futures

[**]

Commodity Options

[**]

Other Products

Futures
[**]

Options
[**]

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Confidential Treatment Requested by CBOT Holdings, Inc.

SCHEDULE D

PRODUCTS WITHIN CBOT EXCLUSIVE FIELD OF USE

Agricultural Futures	Treasury Futures	Treasury Options	Index Futures
[**]	[**]	[**]	[**]
Agricultural Options [**]	Federal Funds Futures [**]	Other Financial Options [**]	Index Options [**]
	Other Financial Futures [**]	Metal Options [**]	
		Metal Futures [**]	

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SCHEDULE E

INTERFACE SUBLICENSE AGREEMENT

This Interface Sublicense Agreement (this **"Agreement"**) dated as of _____ ____, 200_ (the **"Effective Date"**), is between Board of Trade of the City of Chicago, Inc., a Delaware corporation (the **"CBOT"**), and _____, a(n) _____ **[form of entity]** ("**Licensee**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in **Section 1**.

RECITALS

A. The CBOT offers electronic trading of certain futures and options contracts on e-CBOT™ (the **"Exchange"**), which is facilitated by an automated derivatives trading and order matching system known as "LIFFE CONNECT®" (the **"Trading System"**).

B. In order to gain access to and participate in the Exchange via the Trading System, Licensee wishes, and the CBOT is willing to license to Licensee the right, to access the Interface component of the Trading System set forth in Exhibit A which the CBOT may provide with the software (the **"Software"**), and to use any documentation relating to the Software the CBOT may provide (the **"Interface Documentation"** and together with the Software, the **"Licensed Products"**).

In consideration of the recitals and the mutual covenants and agreements hereinafter set forth, the parties hereto (each a **"Party"** and collectively the **"Parties"**) agree as follows:

AGREEMENT

1. Definitions

In this Agreement, the following expressions shall have the following respective meanings:

"Agreement" shall have the meaning set forth above.

"Application" means a front-end application or other software which interfaces with, and has been conformed with, the Interface.

"CBOT Matching Engine" means the central processing component of the Trading System.

"CBOT Property" shall have the meaning set forth in **Section 11.1**.

"Confidential Information" shall have the meaning set forth in **Section 12.1**.

"Contractor" means a Person contracted by Licensee to assist Licensee in developing Applications.

"Data" means externally disseminated Exchange-related pricing and trade volume information.

"Effective Date" shall have the meaning set forth above.

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"**Exchange**" shall have the meaning set forth above.

"**Exchange Notice**" means a notice published by the Exchange by such means as the Exchange may from time to time determine.

"**Force Majeure Event**" means any cause beyond a Party's reasonable control, including, but not limited to, any flood, riot, fire, judicial or governmental action, and labor disputes.

"**Interface**" means the LIFFE CONNECT® application interface described in Exhibit A for the use and/or access to the CBOT Matching Engine by an Application.

"**Interface Documentation**" shall have the meaning set forth above.

"**Licensed Products**" shall have the meaning set forth above.

"**Licensee's Property**" shall have the meaning set forth in **Section 11.2**.

"**LIFFE**" means LIFFE Administration and Management, a company incorporated in England and Wales, having a principal place of business at Cannon Bridge House, 1 Cousin Lane, London EC4R 3XX, England.

"**Malicious Code**" means any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disrupt the operation of, permit unauthorized access to, erase, or modify the Licensed Products.

"**Member"** means any Person authorized by the CBOT to trade on the Exchange.

"**Parties**" shall have the meaning set forth above.

"**Person**" means an individual, partnership, corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

"**Premises**" means the premises specified in Exhibit A at which Software is to be installed.

"**Rules**" means the rules of the Exchange and each procedure and Exchange Notice as in effect from time to time and, (i) with respect to the trading of futures contracts, the regulations of the United States Commodity Futures Trading Commission (the "**CFTC**"); (ii) with respect to the trading of securities futures, the rules and regulations of the Securities and Exchange Commission (the "**SEC**") and the CFTC; and (iii) with respect to the trading of securities other than securities futures, the rules and regulations of the SEC.

"**Software**" shall have the meaning set forth above.

"**Third Party Materials**" means any equipment, hardware, software, or other products obtained from any third party.

"**Trading System**" shall have the meaning set forth above.

"**Upgrades**" shall have the meaning set forth in **Section 2.3**.

"**User Guides**" means the documentation which may be provided relating to the use of the Trading System.

2. License

2.1 License. Subject to the terms and conditions hereof, the CBOT hereby grants to Licensee for the term of this Agreement a non-transferable, non-exclusive and royalty-free license (a) to, and to sublicense to one or more Contractors the right to, have reasonable access to the Interface and use the Software and the Interface Documentation to procure and/or develop Applications; (b) to install the Software at the Premises; and (c) to use the Software to access Data. If Licensee is a Member, the CBOT additionally grants to Licensee for the term of this Agreement a non-transferable and non-exclusive license to use the Interface to access the CBOT Matching Engine and, if possible, other components of the Trading System as agreed by the Parties. Licensee may not make any other use of the Licensed Products.

2.2 Contractors. Licensee shall ensure that each Contractor to which Licensee sublicenses its rights (a) shall make no use of the Licensed Products other than that set forth in **Section 2.1(a)**, and **(b)** otherwise abides by the terms of this Agreement as if Contractor were a party to this Agreement. Licensee is responsible for all actions of each Contractor with respect to the Licensed Products.

3. Delivery of Licensed Products

3.1 Software. By such date(s) as may be agreed upon by the Parties and via a delivery method agreed upon by the Parties, the CBOT shall deliver to the Premises a master copy of the current version of the Software, in object code form. Licensee may copy the Software only with the prior written consent of the CBOT; *provided, however,* that Licensee may make one copy of the Software to be used exclusively for back-up purposes, without obtaining the consent of the CBOT. All copies of the Software are subject to the terms and conditions of this Agreement.

3.2 Interface Documentation. Upon Licensee's request, by such date(s) as may be agreed upon by the Parties, and via a delivery method and in a format agreed upon by the Parties, the CBOT will provide the Interface Documentation to Licensee. Licensee may make as many copies of the Interface Documentation as it deems reasonably necessary. All copies of the Interface Documentation are subject to the terms and conditions of this Agreement.

4. Modifications and Improvements

CBOT reserves the right during the term of this Agreement to specify for use and/or access hereunder any improvements, modifications, enhancements or upgrades to and of the Licensed Products or any part or parts thereof ("**Upgrades**"). Unless otherwise directed by the CBOT, Licensee shall use only the current release version(s) of the Software provided hereunder; *provided, however,* that, to the extent reasonably practicable, the CBOT shall allow Licensee a commercially reasonable period of time, after any Upgrade is specified for use and/or access hereunder, to implement such Upgrade.

5. Obligations of Licensee

5.1 Use of Software.

5.1.1 General Restrictions. With respect to the Software, Licensee agrees not to, and not to permit any Contractor or any other Person to:

(a) copy, modify, duplicate, decompile, reverse engineer, disassemble or otherwise reduce to a humanly perceivable form, make any attempt to discover the source code of, create derivative works based on, market, sell, provide or make available to any third party, otherwise distribute, or translate the Software, except as expressly provided herein;

(b) remove or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices of the CBOT or third Persons contained or displayed in or on the Software; or

(c) upload any Malicious Code or otherwise use the Software to further any purpose which is illegal or is otherwise contrary to the License.

5.1.2 Copies. In the event that Licensee is granted permission pursuant to **Section 3.1** to copy the Software, Licensee shall:

(a) ensure that all trademarks, trade names, copyright notices and other proprietary and confidentiality notices or designations, of the CBOT or any other Person, contained or displayed in or on the Software, are reproduced on all Software copies created by Licensee; and

(b) maintain a current and accurate record of the number of copies made and of the specific location of each such copy.

5.2 Use of Interface Documentation. Licensee shall ensure that all trademarks, trade names, copyright notices and other proprietary and confidentiality notices or designations, of the CBOT, or any other Person, are reproduced on all Interface Documentation copies made by Licensee. Licensee agrees not to, and not to permit any Contractor or any other Person to: (a) copy, modify, translate, create derivative works based on, market, sell, or distribute the Interface Documentation, except as expressly provided herein; or (b) remove or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations contained or displayed therein.

5.3 Materials and Assistance. In order to facilitate the CBOT's performance of its obligations hereunder, after receipt of commercially reasonable prior notice from the CBOT, when practicable, Licensee shall promptly provide to the CBOT any information, documentation, access to the Premises, equipment, software, and personnel as the CBOT may reasonably request.

5.4 Export Compliance. Licensee shall comply with all applicable export laws and regulations of the United States and foreign authorities, including regulatory authorities. For purposes of this obligation, export laws and regulations include, but are not limited to, all applicable end use controls and all applicable restrictions on the export, reexport and transfer of encryption items. The CBOT will promptly

notify Licensee of any such end use controls or restrictions on the export, reexport and transfer of encryption items applicable to the Software.

6. Market Entry Testing

6.1 Testing Process. Prior to being permitted to participate in the Exchange via any Application, Licensee must complete the CBOT's market entry testing process, which process is designed to safeguard the integrity of the Exchange by verifying that (a) Licensee demonstrates an appropriate level of technical and operational readiness to participate in the Trading System; and (b) each Application conforms to a series of criteria to ensure it will not cause degradation of the Trading System and is fit for the purpose of participating in the Exchange ("**Market Entry Testing**"). Upon request by Licensee, the CBOT shall provide Licensee a test environment loaded with a dummy market and a pre-defined script known as a "Market Entry Test" or "MET," and Licensee shall undertake the testing process. If the CBOT deems, in its sole discretion, that Licensee and the particular Application being tested have met all of the relevant Market Entry Testing requirements, the CBOT will issue to Licensee, if required by the operation of the Interface, an appropriate encrypted license key which will permit Licensee to participate in the Exchange utilizing the Application tested. If the CBOT determines, in its sole discretion, that Licensee has not met all of the Market Entry Testing requirements, the CBOT will so notify Licensee, which will then be provided a subsequent and reasonably prompt opportunity to undertake Market Entry Testing during a commercially reasonable time period specified by the CBOT.

6.2 Modified Applications. In the event any Application which has passed the Market Entry Testing process is modified, Licensee must (a) notify the CBOT, and (b) if the CBOT determines such modification may cause the Application not to conform to the Market Entry Testing criteria or to have a detrimental effect on any part of the Trading System, undertake Market Entry Testing of the modified Application.

7. Payment

7.1 Expenses. Licensee shall promptly reimburse the CBOT for any expenses incurred hereunder in association with the performance of the CBOT's obligations hereunder, including, but not limited to, all travel and travel-related expenses.

7.2 Late Payment. All past due amounts owed to the CBOT will earn interest at the rate of the lesser of one and one half percent (1.5%) per month or the maximum amount allowed under applicable law, commencing on the applicable due date. Licensee will reimburse the CBOT for all reasonable costs (including reasonable attorneys fees) incurred in collecting past due amounts owed by Licensee.

7.3 Taxes. Licensee shall pay or reimburse the CBOT for all taxes, however designated, and whether international, national, state or local, which are levied or imposed in connection with or as a result of this Agreement, *excluding, however,* taxes based on the CBOT's net income.

8. Term

This Agreement shall commence on the Effective Date and shall continue until and unless terminated in accordance with **Section 9** or as otherwise provided in this Agreement.

9. Termination

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9.1 By the CBOT. The CBOT may terminate this Agreement for any reason, immediately upon written notice to Licensee.

9.2 By Licensee. Licensee may terminate this Agreement for any reason, upon one day's written notice to the CBOT.

9.3 Automatic Termination. This Agreement will terminate automatically upon (a) the death of Licensee, if Licensee is an individual; or (b) the dissolution of Licensee, if Licensee is other than an individual.

10. Consequences of Termination

10.1 Software. Upon or prior to the effective date of termination of this Agreement, for whatever reason, Licensee shall (a) immediately cease access to and use of the Licensed Products; and (b) at Licensee's cost, either promptly return to the CBOT or its designee or, with the CBOT's written consent, destroy and certify as destroyed, any Licensed Products and other CBOT Property within the Licensee's possession and/or control of Licensee or any Contractor, including any Confidential Information of the CBOT. Licensee shall be responsible for any damage to or deterioration of the Licensed Products arising out of a breach by Licensee of this Agreement or any negligence or willful misconduct of Licensee, any Contractors, or the employees, officers or agents of Licensee or such Contractors *provided*, *however*, that Licensee (i) shall be required only to use reasonable efforts to return or destroy any CBOT Property (*excluding* any Software and any information and materials marked as "CBOT Restricted," including, but not limited to, Restricted Documentation) located on Licensee's electronic backup media created by such Licensee in the normal course of business; and (ii) shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 12** of this Agreement.

10.2 Payment. Upon any termination of this Agreement, Licensee shall pay to the CBOT any and all unpaid and outstanding amounts due hereunder through the effective date of termination.

10.3 Survival. The termination of this Agreement for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of this Agreement. **Sections 1, 7, 10, 11, 12, 13, 14, 15, 16** (solely for the purpose of the repossession of the Licensed Products upon termination)**, 19, 21, 23, 24, 25, 26, 27, 28** and **30** will survive the termination of this Agreement.

11. Proprietary Rights

11.1 CBOT Property. As between Licensee and the CBOT, all rights, title, and interest in and to the Licensed Products and the Trading System (*other than* Applications) and all parts thereof; all other materials and documentation whatsoever relating to the Licensed Products and/or provided by the CBOT to Licensee; all Confidential Information (as defined below) of the CBOT; Market Data; and all enhancements and upgrades to and modifications of the Licensed Products; including all copyrights, trademarks, and other intellectual property inherent in the foregoing or appurtenant thereto (collectively, "**CBOT Property**") shall be and remain vested in the CBOT (or its licensors, as applicable). To the extent, if any, that ownership of CBOT Property does not automatically vest in the CBOT (or its licensors, as appropriate) by virtue of this Agreement or otherwise, Licensee hereby agrees to transfer and assign to the CBOT (or its licensors, as appropriate), all rights, title, and interest which Licensee may

have in and to such CBOT Property. Licensee acknowledges that the CBOT shall have the right to provide to third Persons technology which is the same or similar to the Licensed Products. Licensee agrees, at its own cost, to do or cease to do all acts as the CBOT and/or its designee may direct, and to execute, or cause its employees, officers, agents or Contractors to execute, all such documents as the CBOT deems reasonably necessary or helpful to assure further the right, title, and interest of the CBOT (or its licensors) in and to such CBOT Property.

11.2 Licensee's Property. As between Licensee and the CBOT, all rights, title, and interest in and to each Application and any additional property (*other than* the Licensed Products or other CBOT Property) used by Licensee hereunder and provided by Licensee (collectively, "**Licensee's Property**") shall be and remain vested in Licensee.

12. Confidentiality

12.1 Confidential Information. Subject to **Section 12.2**, each Party shall treat as confidential all private, proprietary or confidential information (including, but not limited to, that information and those materials Licensee has obtained rights to use hereunder) which the CBOT and Licensee may receive or have access to during or prior to the performance of this Agreement ("**Confidential Information**"), and shall not divulge such Confidential Information: (a) to any Person other than to the employees, subcontractors, licensors, consultants or advisors of such Party who are subject to comparable confidentiality obligations and to whom such disclosure is necessary to facilitate the performance of this Agreement, without the other Party's prior written consent; or (b) unless requested pursuant to a judicial or governmental request, requirement, or order under law, in which case, if not so prohibited by a regulatory or other governmental authority or an order of a court of competent jurisdiction, the receiving Party shall make the required disclosure and promptly notify the other Party of such request and related disclosure, except for routine regulatory requests.

12.2 Exclusions. Notwithstanding **Section 12.1**, Confidential Information will not include information (a) which is independently developed by the receiving Party or is lawfully received free of restriction from another source having the right to furnish such information; (b) which has become generally available to the public by acts not attributable to the receiving Party or its employees, agents or contractors; or (c) which, at the time of disclosure to the receiving Party, was known to the receiving Party free of restriction and evidenced by documentation in the receiving Party's possession. In addition, the CBOT shall be entitled to disclose Confidential Information of Licensee to the Exchange, employees of the Exchange, consultants and advisors of the Exchange and any other Person who are subject to comparable confidentiality obligations and as may be necessary to facilitate the operation of the Exchange or comply with any contractual obligations of the CBOT relating to the operation of the Exchange.

12.3 Use of Licensee's Name. The CBOT shall not use Licensee's name for marketing or promotional purposes or other than as necessary in the ordinary course of business.

13. Indemnification

Licensee shall defend, indemnify and hold the CBOT harmless, against all costs, claims, demands, expenses and liabilities of any nature whatsoever (including reasonable attorneys fees) ("**Losses**") incurred or suffered by the CBOT or its agent(s) arising out of, or in connection with, any claim, demand, or cause of action which is based upon or arises out of: (a) the breach of this Agreement or any part hereof by Licensee; (b) the gross negligence or willful misconduct of Licensee or any

Contractor; (c) Licensee's Property or the CBOT's use thereof; (d) the use of, inability to use, improper use of, or interference with any Application or the Trading System by Licensee, any Contractor, or any Customer of Licensee; or (e) any damages (including the Replacement Value thereof) to Licensed Products in the possession or control of Licensee or any Contractor.

14. Disclaimer of Warranties

LICENSEE ACKNOWLEDGES THAT THE CBOT PROVIDES THE LICENSED PRODUCTS AND ACCESS TO THE INTERFACE AND THE TRADING SYSTEM "AS IS." EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE CBOT MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE LICENSED PRODUCTS OR THE TRADING SYSTEM OR ANY PART OR PARTS OF THE SAME. THE CBOT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CBOT FURTHER DISCLAIMS ALL WARRANTIES, IMPLIED OR OTHERWISE, RELATING TO ANY THIRD PARTY MATERIALS.

15. Liability

15.1 General Limitation. EXCLUDING A FINDING OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CBOT, THE AGENTS, SUBCONTRACTORS AND LICENSORS OF THE CBOT AND THE OFFICERS, DIRECTORS AND EMPLOYEES OF THE CBOT AND ITS AGENTS, SUBCONTRACTORS AND LICENSORS, SHALL HAVE NO LIABILITY, TO LICENSEE OR ANY OTHER PERSON, UNDER THIS AGREEMENT OR IN RELATION TO THE USE, PERFORMANCE, MAINTENANCE OR MALFUNCTION OF THE LICENSED PRODUCTS OR TRADING SYSTEM OR ANY COMPONENTS THEREOF, FOR ANY LOSSES OR OTHER DAMAGE OR INJURY, DIRECT OR INDIRECT, (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES AND LOSS OF PROFITS, GOODWILL OR CONTRACTS), WHETHER ARISING FROM NEGLIGENCE OR BREACH OF CONTRACT OR OTHERWISE, AND WHETHER OR NOT SUCH PERSON (OR ANY DESIGNEE THEREOF) SHALL HAVE BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

15.2 Aggregate Liability. In the event the limitation under **Section 15.1** is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, the entire aggregate liability of the CBOT, its agents, subcontractors, and licensors, and the officers, directors, and employees of the CBOT and its agents, subcontractors and licensors under or in connection with this Agreement will not exceed $10,000.

16. Inspection and Disablement of the Licensed Products

The CBOT shall be entitled, and Licensee shall permit the CBOT, to have access to the Premises and the Licensed Products on the Premises during normal business hours to inspect, disable or repossess such Licensed Products or any part or parts thereof and/or to take such other action in connection with the Licensed Products as may be deemed desirable or necessary by the CBOT:

(a) to determine whether Licensee is complying or has complied with its obligations under this Agreement;

(b) to facilitate efforts to remedy any defect or error in the Licensed Products or any part or parts thereof; or

(c) in the event Licensee commits a material breach of its obligations under this Agreement.

Notwithstanding the foregoing, (i) the CBOT shall be entitled to prohibit Licensee's access to the Licensed Products, to disable the Licensed Products, or to remove the Licensed Products from the Premises at any time and from time to time, *provided that* the CBOT shall, where practicable, use commercially reasonable efforts to give prior written notice to Licensee; and (ii) unless any such repossession or disablement is occasioned by Licensee's breach of its obligations hereunder, the CBOT shall use good faith efforts to (x) return or reinstate the Licensed Products or the relevant part or parts thereof (as the case may be), or (y) as soon as reasonably practicable provide Licensee with replacement products that will function in all material respects with the repossessed or disabled Licensed Products (which will thereafter be "Licensed Products" hereunder).

17. Assignment and Sublicensing

Except as expressly provided herein, Licensee shall not assign, sublicense, transfer, charge or part with the possession of the benefits and obligations of, this Agreement (including, but not limited to, the license granted under **Section 2**) without the prior written consent of the CBOT. The CBOT may assign its rights and obligations hereunder upon reasonable prior written notice to Licensee.

18. Subcontractors

The CBOT shall be entitled to appoint such subcontractors as it shall deem fit to carry out the whole or any part of its obligations hereunder.

19. Third Party Beneficiary

LIFFE shall be a third party beneficiary of this Agreement, thereby entitled to receive the rights of the CBOT (*excluding* those set forth in **Sections 7** and **9**), and enforce the provisions of this Agreement against Licensee, or any other Person, to the same extent as if LIFFE had been a signatory to this Agreement, in the courts and under the laws of the State of Illinois, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Notwithstanding the foregoing, nothing in this Agreement will impose directly upon LIFFE any of the obligations of the CBOT set forth herein.

20. Force Majeure

Except for the payment of any amounts due hereunder, if the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any Force Majeure Event, that Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

21. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements, negotiations and discussions between the Parties.

22. Amendments

Except as expressly provided for herein, this Agreement may be amended only by an instrument in writing signed on behalf of each of the Parties and in compliance with law, *provided, however,* that such signature shall not include a signature by electronic device.

23. Waiver

The failure of a Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times hereafter.

24. Notices

Except as otherwise expressly provided herein, all notices, certifications, requests, demands, payments and other communications hereunder: (a) shall be in writing; (b) may be delivered by certified or registered mail, postage prepaid; by hand; by facsimile; or by any internationally recognized private courier; (c) shall be effective (i) if mailed, on the date three (3) days after the date of mailing or (ii) if hand delivered, faxed, or delivered by private courier, on the date of delivery; and (d) shall be addressed as follows:

If to Licensee:

_____
[address]

Attention: _____

If to the CBOT:

Board of Trade of the City of Chicago, Inc.
141 West Jackson Boulevard
Suite 600-A
Chicago, Illinois 60604
[Attention: _____]

or to such other address or addresses as may hereafter be specified by notice given by one Party to the other.

25. Remedies Not Exclusive

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy (including, but not limited to, any remedy or rights under the Rules), except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

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26. Binding Provisions

This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns.

27. Separability of Provisions

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction.

28. Interpretations

References to sections and exhibits are to sections of and exhibits to this Agreement. The headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. The masculine gender shall include the feminine and the singular shall include the plural, and vice versa.

29. Further Assurances

The Parties shall execute all such further documents and do all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

30. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. Any claim arising under or relating to this Agreement or the Trading System shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division, and the Parties hereby irrevocably submit to the exclusive jurisdiction of these courts in the respect thereto. Service of process shall be made in any manner allowed by applicable law. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

31. Counterparts

This Agreement may be executed in any number of counterparts, and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. A complete set of counterparts shall be lodged with each Party.

[Remainder of page intentionally left blank.
Signature page follows.]

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IN WITNESS WHEREOF, the Parties have executed this Interface Sublicense Agreement as of the Effective Date.

LICENSEE
a(n) _____ **[Form of Entity]**

By:_____
Name:_____
Its:_____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.,
a Delaware corporation

By:_____
Name:_____
Its:_____

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Confidential Treatment Requested by CBOT Holdings, Inc.

EXHIBIT A

1. Premises

2. Interface Software

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Confidential Treatment Requested by CBOT Holdings, Inc.

SCHEDULE F

SECURITY POLICY

[*3 pages omitted*]

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SCHEDULE G

THIRD PARTY SOFTWARE

[*18 pages omitted*]

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SCHEDULE H

[Intentionally deleted.]

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SCHEDULE I

FEES

"**License Fee**" means, collectively, the License Fees payable by the CBOT as are described in Parts 1, 2, 3.1 and 4 of this Schedule I.

Part 1 – Initial Term License Fee

The License Fee payable under this Agreement for the duration of the Initial Term in respect of the License granted pursuant to **Section 2.1(a)** and **(b)** of the main body of this Agreement (the "**Original License**") is [**] which shall be paid as follows:

(a) The CBOT shall pay to LIFFE [**];

(b) LIFFE shall invoice the CBOT for [**]; and

(c) LIFFE shall invoice the CBOT for [**].

LIFFE acknowledges the CBOT's payment in full of the above-described License Fee for the Original License, prior to the Amendment Effective Date.

Part 2 – Renewal Term License Fee

2.1 *First Renewal Term.* The License Fee payable for the Original License in respect of the Renewal Term immediately following the Initial Term (the "**First Renewal Term**") shall be calculated as follows: [**] per annum adjusted by the greater of (a) [**] percent [**] per annum during the Initial Term or (b) the percentage change in the [**] as published by the [**] during the Initial Term, as measured by the change between the [**] number for the month before the month in which the Initial Term began and for the month before the month in which the first day of the First Renewal Term begins; *provided that* the License Fee shall not be adjusted by more than [**].

2.2 *Second Renewal Term.* The License Fee payable for the Original License in respect of the Renewal Term immediately following the First Renewal Term (the "**Second Renewal Term**") shall be calculated as follows: the License Fee adjusted by the greater of (a) [**] percent [**] per annum during the First Renewal Term or (b) the percentage change in the [**] as published by the [**] during the Initial Term, as measured by the change between the [**] number for the month before the month in which the First Renewal Term began and for the month before the month in which the first day of the Second Renewal Term begins; *provided that* the License Fee shall not be adjusted by more than [**].

2.3 *Payment.* LIFFE shall be entitled to invoice the CBOT for the full amount of the License Fee for each Renewal Term [**].

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Part 3 – [**] Arrangement Related Fees

3.1 CBOT [**] Trading Fees.

(a) *Establishment of CBOT [**] Trading Fees*. As between LIFFE and the CBOT, the CBOT shall have sole discretion (i) in the establishment of the CBOT [**] Trading Fees, and (ii) in regard to any fee holidays, fee reductions, other market related fee incentives, revenue shares with its members and/or customers, waivers, rebates, holidays or other concessions that may be granted with respect to trades of CBOT [**] Products matched on the CBOT Trading Facility. Without limiting the generality of the foregoing, nothing in this Agreement shall limit the right of the CBOT to set CBOT [**] Trading Fees in respect of the CBOT Electronic Exchange at levels that are different from the levels applicable to the CBOT Open Outcry Facility, or to set CBOT [**] Trading Fees [**]; *provided that*, in the event that the CBOT should, at any time, assess a combined fee for the provision of trade matching services and clearing services, respectively, then the proportion of such combined fee to be treated as CBOT [**] Trading Fees for the purposes of this Agreement shall be consistent with the CBOT [**] Trading Fees structure in existence immediately prior to the establishment of the combined fee.

(b) *Payment*. Within thirty (30) days following the end of each calendar quarter subsequent to the [**] Arrangement Effective Date and during the term of this Agreement (or, in the event of any [**] Termination, until the effective date of termination of the obligations of Paragraphs 3.1 and 3.2 of this Schedule I), the CBOT shall pay to LIFFE, in U.S. Dollars and via wire transfer of immediately available funds to such bank account as LIFFE may specify, a royalty equal to (i) [**] of all CBOT [**] Trading Fee Revenue for trades executed in such calendar quarter minus (ii) [**] of any and all LIFFE [**] Trading Fee Revenue for trades executed in such calendar quarter (the "**[**] Royalty**"). If the [**] Royalty for any calendar quarter is an amount less than [**], then that amount may be carried forward and, at the CBOT's election, credited against all or part of the [**] Royalty due in respect of subsequent calendar quarters. Each such payment shall be accompanied by a volume and revenue statement substantially in the form of the statement appended as Appendix 1 to this Schedule I.

(c) *Audit*. LIFFE shall have the right to audit, or to engage an independent third party to audit, at LIFFE's expense, the records of the CBOT relating to the CBOT [**] Trading Fee Revenue, during regular business hours and upon reasonable notice to the CBOT.

3.2 LIFFE [**] Trading Fees.

(a) *Establishment of LIFFE [**] Trading Fees*. As between LIFFE and the CBOT, LIFFE shall have sole discretion (a) in the establishment of LIFFE [**] Trading Fees, and (b) in regard to any fee holidays, fee reductions, other market related fee incentives, revenue shares with its members and/or customers, waivers, rebates, holidays or other concessions that may be granted with respect to trades of LIFFE [**] Products. Without limiting the generality of the foregoing, nothing in this Agreement shall limit the right of the LIFFE to set LIFFE [**] Trading Fees [**]; *provided that*, in the event that the LIFFE should, at any time,

assess a combined fee for the provision of trade matching services and clearing services, respectively, then the proportion of such combined fee to be treated as LIFFE [**] Trading Fees for the purposes of this Agreement shall be consistent with the LIFFE [**] Trading Fees structure in existence immediately prior to the establishment of the combined fee.

(b) *Notice*. In the event that, subsequent to the [**] Arrangement Effective Date:

(i) LIFFE lists [**] futures and/or options on futures on the LIFFE Market, or

(ii) the average daily trading volume of [**] futures or options on futures contracts or of [**] futures or options on futures contracts traded on the LIFFE Market during any calendar quarter, commencing upon the first full calendar quarter subsequent to the [**] Arrangement Effective Date, exceeds [**],

LIFFE shall, within thirty (30) days following the listing of such [**] contracts or within thirty (30) days following the end of the relevant calendar quarter, as applicable, notify the CBOT of the U.S. dollar value of the LIFFE [**] Trading Fee Revenue for trades executed in such calendar quarter. Each such notice shall be accompanied by a volume and revenue statement substantially in the form of the statement appended as Appendix 1.

(c) *Audit*. The CBOT shall have the right to audit, or to engage an independent third party to audit, at the CBOT's expense, the records of LIFFE relating to the LIFFE [**] Trading Fee Revenue, during regular business hours and upon reasonable notice to LIFFE.

Part 4 – Hosting Fees

4.1 *Establishment of Hosting Fee.* Subject to **Section 6.6** of the main body of this Agreement, the License Fee for the Hosting Arrangement (collectively, the "**Hosting Fees**"), shall, in respect of each Hosted Exchange, be as follows:

(a) *Hosting Fees*.

(i) For each calendar year during the period between the relevant Hosting Go Live Date and the remainder of the Term, or such portion thereof in the case of a partial calendar year (each such whole or partial calendar year, an "**OYP**"), the Hosting Fees shall be based on the number of contracts (round turn) in Hosted Products of such Hosted Exchange traded via the CBOT Electronic Exchange during such OYP (the "**Electronic Volume**").

(ii) In respect of the Kansas City Board of Trade and the Minneapolis Grain Exchange, the Hosting Fee shall additionally be predicated upon the total number of contracts (round turn) in all products of each such Hosted Exchange traded (whether via the CBOT Electronic Exchange, via the Hosted Exchange's open outcry facility or otherwise) during such OYP (the "**Total Volume**").

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(iii) The Hosting Fee for each OYP during the Term shall be payable by the CBOT in quarterly installments, with the first payment due within thirty (30) days following the end of the first calendar quarter subsequent to the Hosting Go Live Date. Thereafter, payments will be due on each January 30, April 30, July 30 and October 30 of each year during the remainder of the Term.

(iv) In respect of the Hosting Fee for each Hosted Exchange, (i) each quarterly Hosting Fee installment shall equal the Minimum Quarterly Payment in regard to such Hosted Exchange (as designated in **Paragraph 4.2** below); and (ii) the quarterly Hosting Fee installment for such Hosted Exchange due thirty (30) days following the end of the fourth calendar quarter of each OYP shall also include an amount equal to the difference between (x) the Hosting Fee for the Hosted Exchange, as calculated in accordance with **Paragraph 4.2**, and (y) the sum of all Minimum Quarterly Payments made during the OYP.

(b) *Partial Periods.*

(i) In the event a Hosting Go Live Date falls on a date other than the first or last day of a calendar quarter, the Minimum Quarterly Payment payable by the CBOT with respect to such Hosted Exchange for such partial calendar quarter shall be prorated on the basis of the number of calendar days during such partial calendar quarter.

(ii) In the event any OYP for a Hosted Exchange is less than a full calendar year, the Hosting Fee payable by the CBOT with respect to such Hosted Exchange for the partial year shall be prorated on the basis of the number of days during such partial year.

(c) *Audit*. LIFFE shall have the right to audit, or to engage an independent third party to audit, at LIFFE's expense, the records of each Hosted Exchange with respect to the Hosted Products, during regular business hours and upon reasonable notice to such Hosted Exchange.

4.2 *Hosted Exchanges.* The annual Hosting Fee payable with respect to each Hosted Exchange shall be calculated as follows:

(a) **Kansas City Board of Trade ("KCBT")**

The annual Hosting Fee payable in respect of KCBT shall be equal to:

(i) if the Electronic Volume for Hosted Products of KCBT for the relevant OYP constitutes less than [**] of the KCBT's Total Volume for such OYP, the sum of (x) [**] plus (y) [**] times the number of contracts (round turn) by which the relevant Electronic Volume exceeds [**], and

(ii) if the Electronic Volume for Hosted Products of KCBT for the relevant OYP constitutes [**] or more of the KCBT's Total Volume for such OYP, the sum of (x) [**] plus (y) [**] times the number of contracts (round turn) by which the relevant Electronic Volume exceeds [**].

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The minimum quarterly Hosting Fee installment (the "**Minimum Quarterly Payment**") to be paid by the CBOT in respect of KCBT is (A) for each OYP during the Initial Term, [**] and (B) for each OYP during a Renewal Term, the greater of (x) the Minimum Quarterly Payment during the Initial Term and (y) such amount to be agreed upon by LIFFE and the CBOT, which amount shall be approximately commensurate to [**] of the Hosting Fees payable by the CBOT with respect to KCBT during the OYP immediately prior to the commencement of the applicable Renewal Term.

(b) **Minneapolis Grain Exchange ("MGEX")**

Initial Term

The annual Hosting Fee payable in respect of MGEX for the Initial Term shall be equal to:

(i) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes [**] or less of the MGEX's Total Volume for such OYP, the greater of (x) [**] and (y) [**] times the relevant Electronic Volume, and

(ii) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes more than [**] of the MGEX's Total Volume for such OYP, the lesser of (x) [**] and (y) [**] times the relevant Electronic Volume.

The Minimum Quarterly Payment to be paid by the CBOT in respect of MGEX for each OYP during the Initial Term is [**].

Renewal Term

The annual Hosting Fee payable in respect of MGEX for any Renewal Term shall be equal to:

(i) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes [**] or less of the MGEX's Total Volume for such OYP, the greater of (x) [**] and (y) [**] times the relevant Electronic Volume,

(ii) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes more than [**]of the MGEX's Total Volume for such OYP, and such Electronic Volume is less than or equal to [**], the greater of (x) [**] and (y) [**] times the relevant Electronic Volume,

(iii) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes more than [**] of the MGEX's Total Volume for such OYP, such Electronic Volume is greater than [**], and the Parties have, by no later than six (6) months prior to the commencement of the applicable Renewal Term, agreed upon a reduced per contract fee to be applied in respect of those contracts in excess of [**] (the "**Reduced Rate**"), the sum of (x) [**]([**] times [**]) and (y) for that portion of

the Electronic Volume in excess of [**], the number of contracts in excess of [**] times the Reduced Rate, and

(iv) if the Electronic Volume for Hosted Products of MGEX for the relevant OYP constitutes more than [**] of the MGEX's Total Volume for such OYP, such Electronic Volume is greater than [**], and the Parties have not agreed upon a Reduced Rate by no later than six (6) months prior to the commencement of the applicable Renewal Term, [**] times the Electronic Volume.

The Minimum Quarterly Payment to be paid by the CBOT in respect of MGEX for each OYP during a Renewal Term is the greater of (x) the Minimum Quarterly Payment during the Initial Term and (y) such amount to be agreed upon by LIFFE and the CBOT, which amount shall be approximately commensurate to [**] of the Hosting Fees payable by the CBOT with respect to the MGEX during the OYP immediately prior to the commencement of the applicable Renewal Term.

(c) **Winnipeg Commodities Exchange ("WCE")**

The annual Hosting Fee payable in respect of WCE shall be equal to the greater of (i) [**] and (ii) [**] times WCE's Electronic Volume for such OYP.

The Minimum Quarterly Payment to be paid by the CBOT in respect of WGE is (A) for each OYP during the Initial Term, [**] and (B) for each OYP during a Renewal Term, the greater of (x) the Minimum Quarterly Payment during the Initial Term and (y) such amount to be agreed upon by LIFFE and the CBOT, which amount shall be approximately commensurate to [**] of the Hosting Fees payable by the CBOT with respect to WCE during the OYP immediately prior to the commencement of the applicable Renewal Term.

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APPENDIX 1

Monthly Volume And Revenue Statement

	Exchange-Traded [**] Volume (excluding EFPs)	[**] Trading Revenue (excluding EFPs)	[**] EFP Volume	[**] Trading Revenue for EFPs, if applicable
Total				

	Exchange-Traded [**] Volume (excluding EFPs)	[**] Trading Revenue (excluding EFPs)	[**] EFP Volume	[**] Trading Revenue for EFPs, if applicable
Total				

	Exchange-Traded [**] Volume (excluding EFPs)	[**] Trading Revenue (excluding EFPs)	[**] EFP Volume	[**] Trading Revenue for EFPs, if applicable
Total				

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SCHEDULE J

CONTRACT
[**]

January 2004

[**]

Trading Unit	[**]
Price Basis	[**]
Tick Size	One hundredth (0.01) of one point [**].
Daily Price Limits	None.
Contract Months	First three consecutive contracts in the Mar-Jun-Sep-Dec quarterly expiration cycle.
Delivery Day	[**]
Last Trading Day	[**]
Delivery Standard	[**]
Delivery Notification	Market participants with open short positions at close of trading on Last Trading Day must notify the exchange which debt instruments they will deliver by 8:00 pm CET (typically 1:00 pm Chicago time). [**]
Delivery Method	Delivery may be made via accounts at [**]. Delivery is versus payment on Delivery Day. For each individual sovereign debt class entailed in contract delivery, the product of (a) the contract settlement price on Last Trading Day and (b) the price at which the bond designated by the short for delivery would yield 6%, according to tables prepared and provided by the exchange, shall be used in determining the amount at which the short invoices the long. Any holiday, coinciding with Delivery Day, that bears upon an individual deliverable-grade sovereign debt class will entail delivery on the business day immediately following Delivery Day for the affected bonds only.
Trading Platforms	e-CBOT® and eSpeed.
Matching Algorithm	First in, first out on e-CBOT. Conventional bond market workup protocols on eSpeed.
Trading Hours	8:00 am to 9:00 pm CET (typically 1:00 am to 2:00 pm Chicago time), Mon through Fri.

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Position Limits and Reportable Positions	No position limits. Minimum reportable position is 1,000 contracts.
Performance Bond	To Be Determined.
Ticker Symbols	To Be Determined.

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SCHEDULE K

eSPEED COVENANTS

See attached.

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SCHEDULE L

HOSTED PRODUCTS

MGEX

National Corn Index (NCI) futures and futures options

National Soybean Index (NSI) futures and futures options

Hard Winter Wheat Index (HWI) futures and futures options

Soft Red Wheat Index (SRI) futures and futures options

Spring Wheat Index (SWI) futures and futures options

Hard Red Spring Wheat (MW) futures and futures options

WCE

Canola futures and futures options

Feed Wheat futures and futures options

Western Barley futures and futures options

Flaxseed futures and futures options

KCBOT

Hard Winter Wheat futures and futures options

Value Line® futures and futures options

SCHEDULE M

FORM OF GUARANTY

GUARANTY

This GUARANTY dated as of , 200 (this "**Guaranty**"), is made by **[Board of Trade of the City of Chicago, Inc. / CBOT Holdings, Inc.]**, a Delaware corporation (the "***Guarantor***"), for the benefit of LIFFE Administration and Management, a company incorporated in England and Wales (together with its successors and permitted assigns, "***LIFFE***").

RECITALS

A. [**Electronic Chicago Board of Trade, Inc., a Delaware corporation / wholly owned exchange subsidiary of CBOT Holdings, Inc.] ("*CBOT Sub*")** is a wholly-owned subsidiary of Guarantor.

B. LIFFE and the Guarantor have entered into a Software License Agreement, dated as of January 10, 2003 (the "**Software License Agreement**").

C. LIFFE and the Guarantor have entered into a Development Services Agreement, dated as of March 5, 2003 (the "***Development Services Agreement***").

D. LIFFE and the Guarantor have entered into a Managed Services Agreement, dated as of May 13, 2003 (the "***Managed Services Agreement***") .

E. LIFFE and the Guarantor have entered into a Relocation Services Agreement as of August 15, 2003 (the "***Relocation Services Agreement***").

F. LIFFE and the Guarantor are parties to that certain DSA Financing Agreement dated as of May 23, 2003 (the "***Financing Agreement***" and together with the Software License Agreement, the Development Services Agreement, the Managed Services Agreement and the Relocation Services Agreement, the "***Transaction Documents***") .

G. The Guarantor wishes to assign its rights and obligations under each of the Transaction Documents to CBOT Sub (the "***Assignments***"), provided that after giving effect to such Assignments, Guarantor will continue to be liable for the obligations under each of the Transaction Documents in its capacity as Guarantor hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as a condition precedent to the Assignments and in consideration of the mutual covenants contained therein, the Guarantor hereby agrees as follows:

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1. Guaranty of Obligations.

1.1 Guaranteed Obligations. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, for the benefit of LIFFE and each of LIFFE's successors and permitted assigns (collectively, the *"**Beneficiaries**"*), the due and punctual performance, observance and payment by CBOT Sub of all of the covenants, agreements and obligations on the part of CBOT Sub to be paid or performed under each of the Transaction Documents or any document delivered in connection therewith or pursuant thereto, including, but not limited to, the due and punctual payment of all sums of every kind, nature and character which are or may become due and owing by CBOT Sub under the terms and provisions of each of the Transaction Documents, whether for fees, expenses, indemnified amounts or otherwise and for any reason whatsoever (all such covenants, agreements and obligations on the part of CBOT Sub to be paid or performed collectively, the *"**Guaranteed Obligations**"*). In the event that CBOT Sub shall fail in any manner whatsoever to perform or pay any of the Guaranteed Obligations in accordance with the terms of any of the Transaction Documents, then the Guarantor will perform or pay, or cause to be duly and punctually performed or paid, such Guaranteed Obligations. By its execution hereof, the Guarantor understands and agrees that this Guaranty is a guaranty of payment and performance and not merely a guaranty of collectibility.

1.2 Unconditional and Irrevocable. The Guarantor agrees that its obligations under this Guaranty shall be absolute, unconditional and irrevocable, irrespective of (i) the validity, enforceability, avoidance, subordination, discharge or disaffirmance of the Guaranteed Obligations or any of the Transaction Documents, (ii) the absence of any attempt to, or the inability to, collect the Guaranteed Obligations from CBOT Sub, (iii) any amendment or change to, or exchange or release of, the Guaranteed Obligations or any of the Transaction Documents, (iv) any law, regulation or order of any jurisdiction affecting any term of any of the Guaranteed Obligations or rights of any of Beneficiaries with respect thereto, (v) the failure by any of the Beneficiaries to take any steps to perfect and maintain perfected, or to preserve its rights to, its respective interest in any security or collateral related to the Guaranteed Obligations, (vi) any failure to obtain any authorization or approval from, or other action by, or to notify or make any filing with, any governmental authority or regulatory body that may be required in connection with the performance of the obligations hereunder by the Guarantor, or (vii) any impossibility or impracticability of performance, illegality, force majeure, any act of government or other circumstances which might constitute a defense available to or a discharge of CBOT Sub, or the Guarantor or (viii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, in each case other than the payment and performance in full of the Guaranteed Obligations (other than contingent indemnification obligations).

1.3 Limitation. The Guarantor's obligations under this Guaranty shall not be limited by any valuation, estimation or disallowance made in connection with any proceedings filed by or against the Guarantor or CBOT Sub under the United States Bankruptcy Code, as amended (the *"**Code**"*), whether pursuant to Section 502 of the Code or any other section thereof. None of the Beneficiaries shall be under any obligation to marshal any assets in favor of, against, or in payment of any or all of the Guaranteed Obligations. To the extent that CBOT Sub makes a payment or payments to any of the Beneficiaries, which payment(s) (or any portion thereof) is or are subsequently (i) invalidated, (ii) declared to be fraudulent or preferential, (iii) set aside and/or (iv) required to be repaid to CBOT Sub, or its estate, trustee or receiver or any other party, including, without limitation, the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Guaranteed Obligations, or part thereof which had been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment,

reduction or satisfaction occurred. The Guarantor waives all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty. The Guarantor's obligations under this Guaranty shall not be limited if the Beneficiaries are precluded for any reason (including, without limitation, the application of the automatic stay under Section 362 of the Code) from enforcing or exercising any right or remedy with respect to the Guaranteed Obligations, and the Guarantor shall pay to the Beneficiaries, upon demand, the amount of the Guaranteed Obligations that would otherwise have been due and payable had such rights and remedies been permitted to be exercised.

2. Waiver. The Guarantor waives (a) promptness, diligence, notice of acceptance, notice of default by CBOT Sub, notice of the incurrence of any Guaranteed Obligation, and any other notice with respect to (i) any of the Guaranteed Obligations, (ii) this Guaranty, (iii) any of the Transaction Documents and (iv) any other document related to any or all of the foregoing, and (b) any requirement that the Beneficiaries exhaust any right or take any action against CBOT Sub, any other person or entity or any property. UNTIL THE GUARANTEED OBLIGATIONS (OTHER THAN CONTINGENT INDEMNIFICATION OBLIGATIONS) HAVE BEEN PAID IN FULL, THE GUARANTOR HEREBY AGREES THAT IT SHALL NOT ASSERT ANY RIGHT (WHETHER DIRECT OR INDIRECT) OF SUBROGATION (WHETHER CONTRACTUAL, UNDER THE CODE OR OTHERWISE) TO THE CLAIMS OF THE BENEFICIARIES AGAINST CBOT SUB, AND, UNTIL THE GUARANTEED OBLIGATIONS (OTHER THAN CONTINGENT INDEMNIFICATION OBLIGATIONS) HAVE BEEN PAID IN FULL, THE GUARANTOR HEREBY WAIVES ALL CONTRACTUAL, STATUTORY AND COMMON LAW RIGHTS OF REIMBURSEMENT, CONTRIBUTION OR INDEMNITY AND ANY AND ALL OTHER RIGHTS OF PAYMENT OR RECOVERY FROM CBOT SUB WHICH THE GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE.

3. Representations and Warranties. The Guarantor represents and warrants that (i) the execution, delivery and performance of this Guaranty by the Guarantor does not contravene or violate (a) the Guarantor's organizational documents, (b) any law, rule, regulation or order binding on the Guarantor or its property, (c) any material agreement or instrument binding on the Guarantor or its property; (ii) this Guaranty has been duly executed and delivered on behalf of the Guarantor and is the legal, valid and binding agreement of the Guarantor, enforceable against the Guarantor in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity; (iii) it is duly formed, validly existing and in good standing under its jurisdiction of formation and is qualified and licensed to do business and is in good standing in each state in which the conduct of its business or its ownership of property requires that it be so qualified or licensed, except where the failure to be so qualified or licensed does not result in a Material Adverse Effect (as defined in the Finance Agreement) on Guarantor, (iv) it has the power and authority (corporate and otherwise) to execute and carry out the terms of this Guaranty, to own its assets and to carry on its business as currently conducted, (v) all written information relating to Guarantor that has been, or may hereafter, be prepared by Guarantor (or its agents) and delivered by Guarantor (or its agents) to LIFFE are accurate and complete in all material respects, and (vi) the Guarantor has adequate means to obtain from CBOT Sub, on a continuing basis, all information concerning the financial condition of CBOT Sub, and the Guarantor acknowledges that it is not relying on the Beneficiaries to provide such information, either now or in the future.

4. Costs. The Guarantor shall pay all reasonable costs and expenses (including attorneys' fees and expenses) paid or incurred by any of the Beneficiaries in connection with the enforcement of this Guaranty or the prosecution or defense of any action by or against any of the Beneficiaries in connection with this Guaranty, whether involving the Guarantor or any other person or entity, including a trustee in bankruptcy. The Guarantor shall pay interest on all amounts owing by it under this Guaranty from and

after the third day after demand therefor until such obligations are paid in full, at the rate of the lesser of (a) one and one half percent (1.5%) per month, or (b) the maximum amount allowed under applicable law. Such default interest shall be in addition to any default interest and late payment charges which have accrued and may continue to accrue under any of the Transaction Documents.

5. Term of Guaranty. This Guaranty shall terminate only after the payment in full of the Guaranteed Obligations (other than contingent indemnification obligations), it being understood that this Guaranty shall not have been terminated but shall remain in full force and effect if any payment(s) (or any portion thereof) made by CBOT Sub to any of the Beneficiaries is or are (i) subsequently invalidated, (ii) declared to be fraudulent or preferential, (iii) set aside and/or (iv) required to be repaid to CBOT Sub, or its estate, trustee or receiver or any other party, including, without limitation, the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, until such payment or payments are satisfied in full pursuant to Section 1.3 hereof.

6. Severability. Each provision of this Guaranty shall be considered separable. If, for any reason, any provision of this Guaranty is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Guaranty or the validity, lawfulness, or enforceability of such provision in any other jurisdiction.

7. No Waiver. The failure of a Party to exercise or enforce any right conferred upon it by this Guaranty shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times hereafter.

8. Remedies Not Exclusive. No remedy conferred by any provision of this Guaranty is intended to be exclusive of any other remedy, except as expressly provided in this Guaranty, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

9. Interpretation. References to sections are to sections of this Agreement unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. The masculine gender shall include the feminine and the singular number shall include the plural, and vice versa. Any use of the word “including” will be interpreted to mean “including, but not limited to,” unless otherwise indicated.

10. Governing Law; Waiver of Jury Trial. The validity and effectiveness of this Guaranty shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Any legal action or proceeding with respect to this Guaranty may be brought exclusively in the Federal or state courts located in Chicago, Illinois, including the United States District Court for the Northern District of Illinois. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GUARANTOR IRREVOCABLY WAIVES, AND, IN ACCEPTING THE BENEFITS OF THIS GUARANTY, EACH OF THE BENEFICIARIES IRREVOCABLY WAIVES, ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY MATTER ARISING HEREUNDER.

11. Counterparts. This Guaranty may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original, and both of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor as of _____ _____, 200_____.

[Board of Trade of the City of Chicago, Inc. /
CBOT Holdings, Inc.]

By:_____
Name:_____:
Title: _____

Accepted as of _____ _____, 200_____
on behalf of the Beneficiaries:

LIFFE Administration and Management

By:_____
Name:_____
Its:_____

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EXECUTION

AMENDED AND RESTATED

MANAGED SERVICES AGREEMENT

This Amended and Restated Managed Services Agreement (this "**Agreement**"), dated as of August 3, 2004 is between LIFFE ADMINISTRATION AND MANAGEMENT, a company incorporated in England and Wales ("**LIFFE**"), and BOARD OF TRADE OF THE CITY OF CHICAGO, INC., a Delaware corporation (the "**CBOT**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in **Section 1**.

RECITALS

A. LIFFE has devised and developed an automated derivatives trading and order matching system known as "LIFFE CONNECT®" to facilitate the trading of certain securities, futures, and options contracts.

B. LIFFE and the CBOT have heretofore entered into (i) a Software License Agreement, dated as of January 10, 2003 (the "**Original SLA**"), whereby LIFFE has agreed to grant to the CBOT a license in respect of the Software, and (ii) Amendment No. 1 to the Software License Agreement, dated as of April 23, 2004, permitting the CBOT to offer [**] futures and options on futures for trading via the Licensed Technology.

C. LIFFE and the CBOT have also entered into a Development Services Agreement, dated as of March 5, 2003 (the "**Development Services Agreement**"), whereby LIFFE has agreed to provide to the CBOT a variety of services supporting the creation and implementation of LIFFE CONNECT as a platform for the CBOT Electronic Exchange, including the procurement and/or delivery to locations agreed upon by the Parties of hardware necessary to support the Software, testing of Software, assistance with the CBOT's acceptance testing, training of CBOT staff in respect of certain Components, and assisting the CBOT in providing Market Participants with technical access to the CBOT Electronic Exchange.

D. As of May 13, 2003, LIFFE and the CBOT entered into a Managed Services Agreement (the "**Original MSA**"), pursuant to which LIFFE agreed to provide to the CBOT a variety of information technology, operational, and other services supporting the ongoing operation of LIFFE CONNECT as a platform for the CBOT Electronic Exchange.

E. LIFFE and the CBOT have additionally entered into a Relocation Services Agreement, dated as of August 15, 2003 (the "**Relocation Services Agreement**"), whereby LIFFE has agreed to establish a LIFFE data centre in a specified location in Chicago, Illinois, and, commencing upon a yet to be determined date, provide to the CBOT a variety of additional services supporting the creation, implementation and future operation of such data centre.

F. Subsequent to the execution of the agreement described above, the CBOT requested that LIFFE (i) permit the CBOT to utilize the Trading System to host electronic trading of certain derivatives products listed by the Minneapolis Grain Exchange, The Board of Trade of Kansas City, Missouri, Inc. and Winnipeg Commodity Exchange Inc., a wholly owned subsidiary of WCE Holdings Inc. (each a "**Hosted Exchange,**" and, collectively, the "**Hosted Exchanges**"), and (ii) provide the CBOT various services in relation to such hosting (the "**Hosting Arrangement**").

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G. As of the Amendment Effective Date, LIFFE and the CBOT are entering into an Amended and Restated Software License Agreement (the "**Software License Agreement**") to accommodate the Hosting Arrangement, incorporate into the main body of such document the applicable terms of Amendment No. 1 to the Software License Agreement, and effect other amendments to the Original SLA agreed by LIFFE the CBOT,

H. LIFFE and the CBOT additionally desire to amend and restate the Original MSA on the terms and conditions set forth in this Agreement to accommodate the Hosting Arrangement and effect additional amendments to the Original MSA agreed by LIFFE and the CBOT.

I. This Agreement is supplemental to and shall be read in conjunction with the Software License Agreement and, to the extent applicable, the Development Services Agreement and the Relocation Services Agreement.

In consideration of the recitals and the mutual covenants and agreements hereinafter set forth, the Parties hereto (each a "**Party**" and collectively the "**Parties**") agree as follows:

AGREEMENT

1. Definitions

In this Agreement, the following expressions shall mean, respectively:

"**AAA**" shall have the meaning set forth in **Section 20.3**.

"**AAA Rules**" shall have the meaning set forth in **Section 20.3**.

"**Affiliate**" means any Person that, directly or indirectly, controls, is controlled by or is under common control with a specified Person.

"**Agreement**" shall have the meaning set forth above.

"**Amendment Effective Date**" shall mean August 3, 2004.

"**Amendment No. 7**" shall have the meaning set forth in **Section 25**.

"**API**" means the LIFFE CONNECT application programming interface from a Trading Application to the Trading Host.

"**AQS Service**" shall have the meaning set forth in **Section 2.2(e)**.

"**Arbitration Fees**" shall have the meaning set forth in **Section 20.3.7**.

"**Audit Data**" shall have the meaning set forth in **Section 2.2(g)**.

"**Audit Data Interface Service**" shall have the meaning set forth in **Section 2.2(g)**.

"**Business Day**" means any calendar day *other than* any Saturday, Sunday, U.S. bank holiday, and U.K. public or bank holiday.

"**Call**" shall mean any notification, inquiry, request or other communication relating to the CBOT Electronic Exchange, whether conveyed in person or via telephone, email, or other media.

"**Call Management Service**" shall have the meaning set forth in **Section 2.3(a)**.

"**Call Record**" means that information relating to a Call as is required by LIFFE and logged into HEAT in such format as is specified by LIFFE.

"**CBOT Call Management Procedures**" shall have the meaning set forth in **Section 3.1**.

"**CBOT Controlled Sites**" means those Equipment Installation Sites comprising the CBOT's Premises and premises owned or controlled by Market Participants (including any Hosted Exchange and any Hosted Exchange Participant).

"**CBOT Electronic Exchange**" means the electronic facility for the trading of (a) derivatives products listed from time to time by the CBOT in its capacity as a derivatives exchange, and (b) Hosted Products.

"**CBOT Electronic Exchange Parameters**" means those parameters for the CBOT Electronic Exchange agreed upon by the Parties and set forth in Paragraph 5 of Schedule A.

"**CBOT Indemnitees**" shall have the meaning set forth in **Section 18.1**.

"**CBOT Market Data**" means any representation that conveys, either directly or indirectly, information and data pertaining to futures and/or options traded on the CBOT Electronic Exchange including, but not limited to, market prices of such futures or options on futures, trade prices, opening and closing price ranges, high-low points, settlement prices, estimated and actual contract volume, information regarding market activity including off-exchange trades, best bid, best offer, the size of the best bid or best offer or a discrete number of best bids and best offers then pending on the CBOT Electronic Exchange, along with the corresponding size of each bid and offer.

"**CBOT Marketing Materials**" shall have the meaning set forth in **Section 9.1.**

"**CBOT Matching Engine Service**" shall have the meaning set forth in **Section 2.2(a)**.

"**CBOT Member**" means any Person authorized by the CBOT to trade on the CBOT Electronic Exchange, *excluding* any Hosted Exchange Member who is not authorized by the CBOT to trade CBOT Products.

CBOT Parties" shall have the meaning set forth in **Section 18.2(b)**.

"**CBOT's Premises**" means those locations owned or controlled by the CBOT, including such locations used by the CBOT for disaster recovery for CBOT Technology.

"**CBOT Products**" means those products, *other than* Hosted Products, listed on the CBOT Electronic Exchange.

"**CBOT's Project Manager**" means the individual designated by the CBOT to be responsible on behalf of the CBOT for the day-to-day management of the CBOT's obligations under the Agreement.

"**CBOT Property**" shall have the meaning set forth in **Section 15.2**.

"**CBOT Rules**" shall have the meaning set forth in **Section 7.5**.

"**CBOT Technology**" means, collectively, (i) any software or equipment (other than Equipment) or other technology that is (a) owned by the CBOT, (b) licensed to the CBOT by a Person other than LIFFE, or (c) used by a clearing organization to process or clear contracts traded on the CBOT Electronic Exchange and neither owned by nor licensed to LIFFE or any Person acting on LIFFE's behalf; and (ii) any Hosted Exchange Technology.

"**Change Control Procedures**" shall have the meaning set forth in **Section 2.6**.

"**Change Management Service**" shall have the meaning set forth in **Section 2.3(d)**.

"**Change Request**" shall have the meaning set forth in **Section 2.6**.

"**Charge Rates**" shall have the meaning set forth in Schedule M.

"**Charges**" shall have the meaning set forth in **Section 11.1**.

"**Claim**" shall have the meaning set forth in **Section 18.1**.

"**Components**" means those software applications identified in Part 1 of Schedule B hereto.

"**Confidential Information**" shall have the meaning set forth in **Section 16.1**.

"**Connect Key Management Facility Service**" shall have the meaning set forth in **Section 2.2(c)**.

"**Connection Services Charges**" shall have the meaning set forth in Schedule M.

"**Control**" or "**control**" means the possession, direct or indirect, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise.

"**Core Network**" means the shared service comprising data circuits and hardware, including routers, repeaters, hubs, cabinets, monitors, and telecommunication lines, used to provide connectivity between (i) LIFFE data centres and (ii) points of presence in London, Chicago, New York, Paris, Amsterdam, and those locations agreed by the Parties, to which points of presence connectivity to Equipment Installation Sites will be provided.

"**Core Network Maintenance Fee**" shall have the meaning set forth in Schedule M.

"**Core Network Maintenance Service**" shall have the meaning set forth in **Section 2.4(c)**.

"**Data Storage Management Service**" shall have the meaning set forth in **Section 2.3(e)**.

"**Development Services Agreement**" shall have the meaning set forth in Recital C above.

"**Disaster**" means an Incident in which one or more of the LIFFE data centre facilities hosting the Managed Services has been so severely disrupted as to preclude, in LIFFE's reasonable judgment, any prospect of providing the affected Managed Services from such data centre(s) in accordance with the Service Targets.

"**Disputes**" shall have the meaning set forth in **Section 20.1**.

"**Documentation**" means, collectively, (i) the documentation set forth in Part 2 of Schedule B, and (ii) any operating manuals, user instructions, technical literature, and other documentation supplied by LIFFE to the CBOT and/or any Hosted Exchange or Market Participant for purposes of assisting use of and/or access to the Software.

"**Effective Date**" shall be the Go Live Date.

"**Equipment**" means the computer hardware, including processors, memory, discs, screens, printers, routers, and hubs to be used with the Software, as provided in accordance with either this Agreement, the Development Services Agreement or the Relocation Services Agreement.

"**Equipment and Data Centre Maintenance Fee**" shall have the meaning set forth in Schedule M.

"**Equipment and Data Centre Maintenance Service**" shall have the meaning set forth in **Section 2.4(b)**.

"**Equipment Changes**" shall have the meaning set forth in **Section 5.1.3**.

"**Equipment Installation Sites**" shall mean, collectively, (i) the locations identified on Schedule D to the Development Services Agreement, as may be amended from time to time, and (ii) such other locations as may be agreed by the Parties.

"**Equipment Services Charges**" shall have the meaning set forth in Schedule M.

"**Equipment Uplifts**" shall have the meaning set forth in **Section 5.1.1**.

"**Escrow Agreement**" shall have the meaning set forth in the Software License Agreement.

"**eSpeed**" means eSpeed, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 135 East 57th Street, New York, New York 10022.

"**eSpeed Covenants**" shall have the meaning set forth in the Software Licensing Agreement.

"**Exclusions**" shall have the meaning set forth in **Section 3.2.3**.

"**Force Majeure Event**" means any cause beyond a Party's reasonable control, including, but not limited to, any flood, riot, fire, judicial or governmental action, act of war or terrorism, and labor disputes.

"**Go Live Date**" means November 23, 2003.

"**Governance Committee**" shall have the meaning set forth on Schedule C.

"**Guaranty**" shall have the meaning set forth in the Software License Agreement.

"**HEAT**" shall have the meaning set forth in **Section 2.3(a)**.

"**Holdings**" shall have the meaning set forth in **Section 25**.

"**Hosted Exchange**" and "**Hosted Exchanges**" shall have the meaning set forth in Recital F above.

"**Hosted Exchange Member**" means any Person authorized by a Hosted Exchange to trade Hosted Products via the CBOT Electronic Exchange.

"**Hosted Exchange Participant**" means any Hosted Exchange Member, ISV, QV, clearing organization or other Person who participates in, accesses or obtains information from a Hosted Exchange via an Interface with the Equipment. For the avoidance of doubt, (i) unless otherwise specified by the Parties in writing, that clearing organization designated by a Hosted Exchange is not a Hosted Exchange Participant; and (ii) a Person who interfaces with CBOT Technology, but does not interface with the Equipment via an Interface, is not a Hosted Exchange Participant.

"**Hosted Exchange Technology**" means collectively, any software or equipment (other than Equipment) or other technology that is (i) owned by a Hosted Exchange, (ii) licensed to a Hosted Exchange by a Person other than the CBOT or LIFFE, or (iii) used by a clearing organization to process or clear Hosted Products and neither owned by the CBOT or LIFFE nor licensed to the CBOT or LIFFE or any Person acting on their behalf.

"**Hosted Products**" shall have the meaning set forth in the Software License Agreement.

"**Hosting Agreements**" shall have the meaning set forth in the Software License Agreement.

"**Hosting Arrangement**" shall have the meaning set forth in Recital F above.

"**Hosting Fees**" shall have the meaning set forth in the Software License Agreement.

"**Hosting Services**" shall have the meaning set forth in the Software License Agreement.

"**ICDR**" shall have the meaning set forth in **Section 20.3**.

"**IMAC Service**" shall have the meaning set forth in **Section 2.2(l)**.

"**Incident**" means an act or omission that impacts the Managed Services in a materially adverse manner.

"**Incident Management Service**" shall have the meaning set forth in **Section 2.3(b)**.

"**Independent Software Vendors**" and "**ISVs**" mean those independent software providers who develop systems via which access to the Trading Host.

"**Initial Term**" shall have the meaning set forth in **Section 12.1**.

"**Interfaces**" means, collectively, the following Components: API, Trade Data Interface, Audit Data Interface, Standing Data Interface, Market Data Interface and Miscellaneous File Transfer Interface.

"**Interface Sublicense Agreement**" shall have the meaning set forth in the Software License Agreement.

"**IRS**" shall have the meaning set forth in **Section 11.3**.

"**License**" shall have the meaning set forth in Section 2 of the Software License Agreement.

"**Licensed Technology**" means, collectively, (a) the object code versions of the Software and (b) the Documentation, licensed to the CBOT pursuant to the Software License Agreement.

"**LIFFE CONNECT**" means the electronic trading platform which is proprietary to LIFFE, as such trading platform may be modified from time to time.

"**LIFFE CONNECT Logo**" means LIFFE's registered mark "LIFFE CONNECT and Design," depicted in Schedule L.

"**LIFFE Data Centre Disaster Recovery Service**" shall have the meaning set forth in **Section 2.3(c)**.

"**LIFFE Indemnitees**" shall have the meaning set forth in **Section 18.2**.

"**LIFFE's Project Manager**" shall have the meaning set forth in Schedule D.

"**LIFFE Project Personnel**" means the individuals engaged by LIFFE to perform its obligations under this Agreement.

"**LIFFE Property**" shall have the meaning set forth in **Section 15.1**.

"**Losses**" shall have the meaning set forth in **Section 18.1**.

"**M&C Export Data**" means a file containing information (i) produced, upon request, by the M&C Observer and (ii) transmitted to the CBOT via the Miscellaneous File Transfer Interface.

"**Maintenance Services**" shall have the meaning set forth in **Section 2.4**.

"**Malicious Code**" means any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disrupt the operation of, permit unauthorized access to, erase, or modify the Licensed Technology or any operating system upon which the Licensed Technology is installed, *excluding* security keys or other disabling elements of any Software,

which elements are designed to effect restrictions on the length of time during which any Software may be used or the number of persons who may use such Software.

"**Managed IT Services**" shall have the meaning set forth in **Section 2.2**.

"**Managed Services**" shall have the meaning set forth in **Section 2.1**.

"**Managed Services Fee**" shall have the meaning set forth in Schedule M.

"**Managed Support Services**" shall have the meaning set forth in **Section 2.3**.

"**Market Data Interface Service**" shall have the meaning set forth in **Section 2.2(i)**.

"**Market Participant**" means any CBOT Member, ISV, QV, clearing organization, Hosted Exchange, Hosted Exchange Participant or other Person who participates in, accesses or obtains information from the CBOT Electronic Exchange via an Interface with the Equipment. For the avoidance of doubt, (a) unless otherwise specified by the Parties in writing, that clearing organization designated by the CBOT or a Hosted Exchange is not a Market Participant; and (b) a Person who interfaces with the CBOT Technology, but does not interface with the Equipment via an Interface, is not a Market Participant.

"**Market Participant Testing**" shall have the meaning set forth in the Development Services Agreement.

"**Marks**" shall have the meaning set forth in **Section 9.2**.

"**Material New Software Release**" shall have the meaning set forth in **Section 4.1.1**.

"**MCC**" means one or more of the CBOT's Monitoring and Control Centres.

"**MCC Monitoring and Control Service**" shall have the meaning set forth in **Section 2.2(b)**.

"**Media**" means the media on which the Software and the Documentation are recorded or printed, as provided by LIFFE to the CBOT.

"**Miscellaneous File Transfer Interface Service**" shall have the meaning set forth in **Section 2.2(j)**.

"**Monitoring Tools**" means screen displays, as agreed by the Parties, to monitor activity on the CBOT Electronic Exchange, as agreed by the Parties.

"**Monitoring Tools Service**" shall have the meaning set forth in **Section 2.2(d)**.

"**New Software Releases**" shall have the meaning set forth in **Section 4.1.1**.

"**New Terms**" shall have the meaning set forth in **Section 12.2**.

"**Non-Restricted Documentation**" means all Documentation *other than* Restricted Documentation, including the Documentation identified in Part 2(a) of Schedule B.

"**OIA**" means the CBOT's Office of Investigations and Audits.

"**OIA Monitoring and Control Service**" shall have the meaning set forth in **Section 2.2(b)**.

"**On-Site**" shall have the meaning set forth in **Section 3.2.2**.

"**Original MSA**" shall have the meaning set forth in Recital D above.

"**Original SLA**" shall have the meaning set forth in Recital B above.

"**Out of Pocket Expenses**" shall have the meaning set forth in **Section 11.1(h)**.

"**Party**" and "**Parties**" shall have the meanings set forth above.

"**Payment Date**" shall have the meaning set forth in **Section 11.4**.

"**Person**" means an individual or a partnership, corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

"**Program Services**" shall have the meaning set forth in **Section 2.1**.

"**Program Services Charges**" shall have the meaning set forth in Schedule M.

"**Quote Vendors**" and "**QVs**" mean those vendors who receive and disseminate, or wish to receive and disseminate, CBOT Market Data via an Interface with the Equipment.

"**Registration Statement**" shall have the meaning set forth in **Section 25**.

"**Relationship Manager**" means that individual responsible on behalf of LIFFE or the CBOT, as applicable, for the day to day management of the relationship between LIFFE and the CBOT.

"**Release Notes**" means a summary of any changes applicable to a New Software Release, including a description of additions, enhancements or corrections to existing functionality, together with a list of known bugs and bug fixes applicable to such New Software Release.

"**Relocation Services Agreement**" shall have the meaning set forth in Recital E above.

"**Renewal Term**" shall have the meaning set forth in **Section 12.2**.

"**Replacements**" means, collectively, replacements, improvements, enhancements, additions and modifications to and of any Equipment or any portion thereof.

"**Replacement Value**" means all Losses associated with replacing and/or repairing Equipment, including the installation and commissioning of replacement technology and removal and disposal of existing equipment.

"**Restricted Documentation**" means Documentation that is designated by LIFFE as "LIFFE Restricted" or otherwise specified by LIFFE to be restricted, including the Documentation set forth in Part 2(b) of Schedule B.

"**SEC**" shall have the meaning set forth in **Section 25**.

"**Service Management Service**" shall have the meaning set forth in **Section 2.3(f)**.

"**Service Period**" means that time period, agreed upon by the Parties, [**]

"**Services**" shall have the meaning set forth in **Section 2.1**.

"**Service Target**" means the targeted level of performance of a Managed Service during the applicable Service Period, as set forth in Paragraph 4 of Schedule A. Each Service Target is defined within the context of one or more Service Thresholds.

"**Service Threshold**" means that limit, agreed upon by the Parties, in respect of a Managed Service, beyond which the Service Target(s) for such Managed Service may be adversely impacted. The Service Thresholds for each applicable Managed Service are set forth in Paragraph 4 of Schedule A.

"**Service Time**" means the scheduled availability of a Managed Service during a Trading Day, expressed as the (i) schedule start time of the Managed Service, (ii) scheduled close time of the Managed Service, and (iii) number of minutes per Trading Day the Managed Service is scheduled to be available, as shown in Paragraph 4 of Schedule A.

"**Software**" means, collectively, (i) the Components, and (ii) any improvements, enhancements, additions, and modifications to or of the foregoing as LIFFE may provide to the CBOT under this Agreement.

"**Software Change**" shall have the meaning set forth in **Section 4.2**.

"**Software License Agreement**" shall have the meaning set forth in Recital G above.

"**Software Maintenance Fee**" shall have the meaning set forth in Schedule M.

"**Software Maintenance Service**" shall have the meaning set forth in **Section 2.4(a)**.

"**Specifications**" shall have the meaning set forth in the Development Services Agreement.

"**Standing Data**" means data (including information relating to contracts, traders, and prices) required prior to the commencement of each Trading Day [**] as Schedule A-4 to the Development Services Agreement.

"**Standing Data Interface Service**" shall have the meaning set forth in **Section 2.2(f)**.

"**Summary Statement of Work**" shall have the meaning set forth in **Section 2.7**.

"**Superseded Versions**" shall have the meaning set forth in **Section 4.3**.

"**System Software**" shall have the meaning set forth in **Section 5.3.4(c)**.

"**Taxes**" shall have the meaning set forth in **Section 11.3**.

"**Technical Conformance Service**" shall have the meaning set forth in **Section 2.2(k)**.

"**Technical Conformance Testing**" shall have the meaning set forth in the Development Services Agreement.

"**Termination Costs**" shall have the meaning set forth in Schedule M.

"**Third Party Materials**" means any equipment, hardware, software, and/or other products obtained from any third party (*excluding* any such products obtained from any subcontractor or agent of LIFFE in connection with the performance by such subcontractor or agent of Services hereunder).

"**Trade Data**" means information relating to orders that are (i) [**].

"**Trade Data Interface Service**" shall have the meaning set forth in **Section 2.2(h)**.

"**Trading Application**" means any front-end trading application or other software which interfaces with, and has been conformed with, the API.

"**Trading Day**" means any calendar day, measured by U.S. Central Time, *other than* Christmas Day (December 25) or New Year's Day (January 1); any Saturday or Sunday; or any other day the CBOT designates as a trading holiday.

"**Trading Host**" means the LIFFE CONNECT Matching Engine (a/k/a the CBOT Matching Engine) as may be developed for the CBOT pursuant to the Development Services Agreement, this Agreement and/or the Relocation Services Agreement, and used on such Equipment as LIFFE may specify from time to time.

"**Trading System**" means LIFFE CONNECT as modified, pursuant to the Development Services Agreement, this Agreement and/or the Relocation Services Agreement, for use as a platform for the CBOT Electronic Exchange.

"**Transition Period**" shall have the meaning set forth in **Section 14.3**.

"**Upgrades**" means, collectively, improvements, enhancements, additions and modifications to or of the Licensed Technology, or any portion thereof, which LIFFE specifies for use and/or access as Licensed Technology.

"**U.S.**" means the United States of America.

"**Wagner/eSpeed Patent**" means U.S. Letter Patent No. 4,903,201 (the '201 patent).

"**Wagner License**" shall have the meaning set forth in **Section 17.2**.

"**Wide Area Network Router**" means a router that provides access to and from the Core Network.

2. Services

2.1 Overview. During the term of this Agreement, LIFFE shall use reasonable efforts to provide to the CBOT (a) managed information technology services and managed support services, as further detailed in **Sections 2.2** and **2.3** and in Schedule A (collectively, the "**Managed Services**"); (b) the Maintenance Services; and (c) (i) any Software Changes agreed via a Change Request and, upon the Parties' agreement, set out in a Summary Statement of Work; and (ii) any other services relating to the operation of the CBOT Electronic Exchange described herein or agreed via a Change Request (collectively, the "**Program Services**" and, together with the Managed Services and the Maintenance Services, the "**Services**").

2.2 Managed Information Technology Services. LIFFE shall use reasonable efforts to provide the following managed information technology services (collectively, the "**Managed IT Services**") in accordance with the relevant Service Times and Service Targets set forth in Schedule A. Subject to **Section 2.5**, LIFFE shall have no obligation to meet (but shall continue to use reasonable efforts to provide the Managed IT Services in accordance with) a Service Target (i) for as long as a relevant Service Threshold or CBOT Electronic Exchange Parameter is exceeded, and (ii) for the duration of the impact upon the Managed Services of such exceeded Service Threshold or CBOT Electronic Exchange Parameter in a manner that impedes LIFFE's ability to meet the Service Targets. The Components specified in this **Section 2.2** have been licensed to the CBOT pursuant to the Software License Agreement and are set out in Schedule B.

(a) provision of and [**], the CBOT shall provide to LIFFE a well-founded, reasoned, authoritative opinion of competent United States patent counsel that (i) all Services provided by LIFFE to the CBOT under the Development Services Agreement, this Agreement, the Consultancy Framework Agreement, the Relocation Services Agreement and/or any other agreements between the Parties relating to the CBOT Electronic Exchange, including the procurement, installation and operation of Equipment; (ii) the Equipment, System Software and Licensed Technology; and (iii) the use of such Equipment, System Software and Licensed Technology by or on behalf of the CBOT and Market Participants, are encompassed by the Wagner License and will not violate the terms of the Wagner License.

(b) provision of [**] ("**MCC Monitoring and Control Service**") and (ii) OIA ("**OIA Monitoring and Control Service**");

(c) provision of the [**] ("**Connect Key Management Facility Service**");

(d) provision of [**], as agreed by the Parties ("**Monitoring Tools Service**");

(e) provision of [**] ("**AQS Service**");

(f) provision and [**] ("**Standing Data Interface Service**");

(g) provision and [**] ("**Audit Data Interface Service**");

(h) delivery from the [**] ("**Trade Data Interface Service**");

(i) delivery from the [**] ("**Market Data Interface Service**");

(j) delivery from the [**] ("**Miscellaneous File Transfer Interface Service**");

(k) assisting the CBOT, as agreed by the Parties, in [**] ("**Technical Conformance Service**"); and

(l) provision of a service to [**] ("**IMAC Service**").

2.3 Managed Support Services. LIFFE shall use reasonable efforts to provide the CBOT the following managed support services (collectively, the "**Managed Support Services**"), in accordance with the relevant Service Times and Service Targets. Subject to **Section 2.5**, LIFFE shall have no obligation to meet (but shall continue to use reasonable efforts to provide the Managed Support Services in accordance with) a Service Target (i) for as long as a relevant Service Threshold or CBOT Electronic Exchange Parameter is exceeded, and (ii) for the duration of the impact upon the Managed Services of such exceeded Service Threshold or CBOT Electronic Exchange Parameter in a manner that impedes LIFFE's ability to meet the Service Targets;

(a) provision of [**] in accordance with any relevant guidelines as may be agreed upon by the Parties, as further detailed in **Section 3.2** ("**Call Management Service**");

(b) provision of a service to [**], as further detailed in **Section 3.2** and (y) notify the CBOT of those activities undertaken ("**Incident Management Service**");

(c) provision of a service [**], as further detailed in **Section 3.2** and (ii) notify the CBOT of those activities undertaken ("**LIFFE Data Centre Disaster Recovery Service**");

(d) prior notification, within a reasonable period of time (or if prior notification is not reasonably practicable, prompt notification), [**] ("**Change Management Service**");

(e) [**] ("**Data Storage Management Service**"); and

(f) management of LIFFE's delivery of the Managed Services and the Maintenance Services in accordance with Schedule C, including:

(i) [**]

(ii) [**]

("**Service Management Service**").

2.4 Maintenance Services. LIFFE shall use reasonable efforts to provide the CBOT the following maintenance services (collectively, the "**Maintenance Services**"):

(a) ongoing maintenance of the Software sufficient to enable LIFFE to deliver the Managed IT Services in accordance with Service Targets and the CBOT Electronic Exchange Parameters, and including the provision of any New Software Releases in accordance with **Section 4.1** ("**Software Maintenance Service**").

(b) ongoing maintenance of the Equipment and of LIFFE data centres hosting the Managed Services sufficient to enable LIFFE to deliver the Managed IT Services in accordance with (i) the Service Targets, (ii) the CBOT Electronic Exchange Parameters, and (iii) any applicable guidelines issued from time to time by the respective manufacturers or suppliers of the Equipment, and including the provision of Equipment Uplifts in accordance with **Section 5.1.1** and the provision of Replacements in accordance with **Section 5.1.2** ("**Equipment and Data Centre Maintenance Service**"); and

(c) ongoing maintenance of the Core Network sufficient to enable LIFFE to deliver the Managed IT Services in accordance with (i) the Service Targets, (ii) the CBOT Electronic Exchange Parameters, and (iii) any applicable guidelines issued from time to time by the respective manufacturers or suppliers of those data circuits and hardware comprising the Core Network ("**Core Network Maintenance Service**").

2.5 Service Targets. Notwithstanding any provision herein to the contrary, LIFFE shall not be responsible for any Service Target that is not met to the extent such failure to meet such Service Target is caused by any applicable CBOT Electronic Exchange Parameters and/or Service Thresholds having been exceeded.

2.6 Change Control Procedures. Any requests of either Party for material changes to the nature or scope of the Services to be performed after the Effective Date must be (a) made according to the change control procedures set forth in Schedule D hereto ("**Change Control Procedures**"); and (b) agreed to in writing by both Parties, in the form of the "Change Request Form" set forth in Appendix 2 to Schedule D (each such duly completed and executed Change Request Form, a "**Change Request**"). Each Change Request shall be incorporated in and subject to the terms and conditions of this Agreement.

2.7 Summary Statements of Work. In the event a Change Request provides for LIFFE's delivery hereunder of a Software Change, upon the Parties' agreement, the Parties shall agree upon and execute a summary statement of work in the form of the Master Summary Statement of Work set forth in Schedule E hereto (each such duly executed Summary Statement of Work, a "**Summary Statement of Work**"). Each Summary Statement of Work shall be incorporated in and subject to the terms and conditions of this Agreement. All services to be provided pursuant to a Summary Statement of Work will constitute "Program Services" hereunder.

2.8 Site. Except as otherwise provided in this Agreement or as otherwise agreed by the Parties, the Services will be performed at LIFFE's offices or at such other locations as LIFFE deems appropriate. LIFFE agrees that when any LIFFE Project Personnel are present on the CBOT's Premises, such LIFFE Project Personnel shall use good faith efforts to comply with the CBOT's Acceptable Use and Harassment Policies as set forth in Schedule F.

2.9 Subcontractors. LIFFE may appoint subcontractors and agents to carry out the whole or any part of its obligations hereunder; *provided*, *however*, that (a) LIFFE shall provide the CBOT the name of any individual LIFFE has appointed as its subcontractor or agent hereunder whose primary residence is located in the United States and whose activities are to be undertaken at the CBOT's Premises, prior to such individual undertaking such activities, and the CBOT shall have the right, in its reasonable discretion, to deny access to the CBOT's Premises to such individual; *provided*, *further*, however, that (i) LIFFE shall not be responsible for any delays or other consequences resulting from any such denial and (ii) the CBOT shall indemnify and hold LIFFE, its Affiliates, and the officers, directors, employees, agents and representatives of LIFFE and its Affiliates

harmless from and against any and all Losses reasonably incurred or suffered as a result of such denial; and (b) LIFFE shall notify the CBOT of the identity of any subcontractor entity whose primary residence is located in the United States and whose activities are to be undertaken at locations other than the CBOT's Premises. For the avoidance of doubt, LIFFE shall not have an obligation to notify the CBOT of (x) any individual or subcontractor entity whose primary residence is located outside the United States or (y) any individual whose activities are to be undertaken at any site other than the CBOT's Premises.

2.10 Quality of Services. LIFFE shall use good faith efforts to ensure that the LIFFE Project Personnel engaged in carrying out the Services shall have the skills, experience, qualifications and knowledge necessary to perform the Services assigned to such LIFFE Project Personnel. LIFFE shall use (and shall require its subcontractors to use) reasonable skill and care in carrying out the Services and shall use good faith efforts to comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

2.11 Delays. LIFFE shall not be responsible for any delays or other consequences arising from any failure by the CBOT to perform, or any delay by the CBOT in performing, any of its obligations under this Agreement.

3. Support

3.1 CBOT's Support Obligations. The CBOT shall provide Market Participants first-line support regarding the Managed Services by responding to Calls from Market Participants in accordance with the procedures set forth in Paragraph 1 of Schedule G hereto (the "**CBOT Call Management Procedures**"). In addition, the CBOT shall comply with the Call Management Procedures in respect of all Calls from CBOT personnel, or subcontractors or agents of the CBOT, relating to LIFFE's delivery of the Services.

3.2 LIFFE's Support Obligations.

3.2.1 General Obligations. Following LIFFE's receipt of any Call, LIFFE shall, as part of the Call Management Service, assess the nature of the subject matter of any Call Record routed to LIFFE and handle the Call in accordance with those procedures set forth in Paragraph 2 of Schedule G and the applicable Service Targets set forth in Paragraph 4.2 of Schedule A, subject to the associated Service Thresholds and applicable CBOT Electronic Exchange Parameters.

3.2.2 Incidents. If LIFFE determines a Call Record identifies an Incident, LIFFE shall (a) classify the Incident as (i) a Disaster or, in respect of Incidents other than Disasters, as (ii) Severity 1, 2, 3 or 4, in accordance with the criteria set forth in Paragraph 4.1.4 of Schedule A, and (b) initiate the LIFFE Data Centre Disaster Recovery Service or the Incident Management Service, as appropriate. Such LIFFE Data Centre Disaster Recovery Service or Incident Management Service will be provided (a) remotely, via telephone or on-line, (b) at CBOT Controlled Sites, (c) at such other locations as LIFFE deems appropriate, or (d) at premises where any Equipment, Software or Core Network components to which the relevant Incident likely relates may be located ("**On-Site**"), upon the CBOT's reasonable request. Notwithstanding the foregoing, in the event that the CBOT requests a Service be provided On-Site and LIFFE reasonably believes that the same or substantially similar level of service can be provided remotely, then LIFFE shall be required to provide such Service On-Site only upon the CBOT's

written agreement to pay to LIFFE (i) fees for the time expended by LIFFE in connection with such on-site Service, calculated in accordance with the Charge Rates; and (ii) all associated Out of Pocket Expenses.

3.2.3 Scope of Managed Support Services. Unless otherwise expressly stated herein or agreed upon by the Parties (LIFFE's agreement not to be unreasonably withheld), LIFFE shall have no obligation to provide (a) the Call Management Service in respect of any Call that does not relate to LIFFE's delivery of the Managed Services; or (b) any Managed Support Services with respect to any Disaster, other Incident, or other act or omission LIFFE reasonably determines was caused by:

(i) the modification of the Licensed Technology, or the Equipment or any portion of the Core Network by any Person other than LIFFE or a subcontractor or agent of LIFFE, unless such modification was made at LIFFE's direction, with LIFFE's consent, or pursuant to the Escrow Agreement;

(ii) integration of Software, in whole or in part, by any Person other than LIFFE or a subcontractor or agent of LIFFE, with any software *other than* a Trading Application for which a trader key or view only key has been issued following Market Participant Testing;

(iii) use of the Software, the Equipment, or the Core Network in a manner or form that is in contravention of this Agreement, the Software License Agreement and/or the Development Services Agreement, or, in respect of Market Participants, an Interface Sublicense Agreement;

(iv) any other failure by the CBOT to perform its obligations under this Agreement, the Development Services Agreement or the Software License Agreement; or

(v) Trading Applications, CBOT Technology, other CBOT Property, property of any Market Participant or any other technology, *excluding* the Software, the Equipment, and the Core Network, unless such technology has been (i) provided by or on behalf of LIFFE, or (ii) expressly approved by LIFFE. For the avoidance of doubt, LIFFE's assistance with Market Participant Testing, LIFFE's assistance with Technical Conformance Testing, and LIFFE's performance of the Technical Conformance Service do not constitute LIFFE's "approval" of Trading Applications or other technology for purposes of this **Section 3.2.3**.

(**Sections 3.2.3(i) to 3.2.3(v)**, collectively, the "**Exclusions**").

3.2.4 Services Outside Scope. In the event that (a) the CBOT routes to LIFFE any Call that LIFFE reasonably determines does not relate to LIFFE's delivery of the Managed Services, or (b) subject to Paragraph 2.2 of Schedule G, LIFFE

otherwise provides any Managed Support Services with respect to any act or omission LIFFE reasonably determines was caused by an Exclusion, then (i) the CBOT shall pay to LIFFE (x) fees for the time expended by LIFFE in connection with such Managed Support Services, calculated in accordance with the Charge Rates; and (y) all associated Out of Pocket Expenses and (ii) LIFFE shall have no obligation to provide such Managed Support Services in accordance with the Service Targets.

4. Maintenance

4.1 New Software Releases.

4.1.1 Overview. From time to time and in LIFFE's sole discretion, LIFFE may develop Upgrades to one or more of the Components ("**New Software Releases**"), and may offer to provide such New Software Releases to the CBOT and/or Market Participants, as applicable. A New Software Release may include a material modification of [**](a "**Material New Software Release**"). During the Initial Term, LIFFE shall offer to provide a minimum of [**] Material New Software Releases to the CBOT. For the avoidance of doubt, any New Software Release comprised only of bug fixes shall not constitute a Material New Software Release.

4.1.2 Release Notes. Prior to making any Material New Software Release available to the CBOT and/or any Market Participant, LIFFE shall provide the CBOT [**] months prior written notice of such Material New Software Release, which notice will include the Release Notes applicable thereto .

4.1.3 Implementation. Once a New Software Release is offered to the CBOT, then the CBOT shall have the right to elect to implement such New Software Release. Upon such election, the New Software Release shall be deemed "Software" for purposes of this Agreement. The implementation of all New Software Releases, including all Material New Software Releases, shall be addressed via a Change Request, which shall include those acceptance procedures set out in Paragraph 3 of Schedule E (for such purposes, the term "**New Software Releases**" shall be substituted for "Software Changes"). The CBOT shall implement Material New Software Releases in a manner that ensures that the CBOT is no more than [**] Material New Software Releases behind those made available by LIFFE for one or more entities using LIFFE CONNECT to facilitate trading of certain securities, futures, and option contracts. Notwithstanding the foregoing, in the event that LIFFE offers to provide [**] Material New Software Releases to the CBOT within a [**] calendar month period, then the CBOT may elect to be [**] Material New Software Releases behind; *provided that*, the Software Maintenance Fee for the period during which the CBOT is [**] Material New Software Releases behind shall be increased by [**].

4.2 Software Changes. Any Upgrade to one or more Components that is requested by the CBOT ("**Software Change**") shall be provided only upon, and in accordance with, (a) the Parties' agreement via a Change Request, and (b) as the Parties deem appropriate, a Summary Statement of Work. The CBOT shall

incorporate, and/or require all Market Participants receiving the Software Change to incorporate, such Software Change into the Trading System in accordance with the terms of the relevant Change Request and/or Summary Statement of Work, as applicable. For the avoidance of any doubt, "Software Change" does not include (i) any Software provided pursuant to the IMAC Service or (ii) any New Software Release.

4.3 Superseded Versions. Upon incorporation into the Trading System of a New Software Release or a Software Change, the CBOT shall (a) promptly return to LIFFE or, with LIFFE's prior written consent, destroy and certify as destroyed, the version of the Component(s) superseded by such Upgrade and all copies thereof (the "**Superseded Version**") in the CBOT's possession and/or control, and (b) require each Market Participant to promptly return to LIFFE or, with LIFFE's prior written consent destroy and certify as destroyed, any Superseded Version in such Market Participant's possession and/or control.

4.4 Scope of Maintenance Services. Unless otherwise expressly stated herein or agreed upon by the Parties (LIFFE's agreement not to be unreasonably withheld), LIFFE shall have no obligation to provide the Maintenance Services in respect of any Exclusion.

4.5 Services Outside Scope. In the event that LIFFE provides any Maintenance Services in respect of any Exclusion, then the CBOT shall pay to LIFFE (i) fees for the time expended by LIFFE in connection with Maintenance Services in respect of any Exclusion, calculated in accordance with the Charge Rates; and (ii) all associated Out-of-Pocket Expenses.

5. Equipment

5.1 Replacements.

5.1.1 Equipment Uplifts. As part of the Equipment and Data Centre Maintenance Service, during the [**] of the Initial Term, and in any event by no later than [**], LIFFE shall (a) procure those Replacements and System Software identified in Schedule H hereto ("**Equipment Uplifts**"), and (b) deliver such Equipment Uplifts to, and install such Equipment Uplifts at, such installation sites as are specified in Schedule H or such other locations as may be agreed upon by the Parties. Such Equipment Uplifts will thereafter be deemed "Equipment" and "System Software," as appropriate, for purposes of this Agreement.

5.1.2 Replacements. As part of the Equipment and Data Centre Maintenance Service, LIFFE may, at its option, replace Equipment or components thereof with other equipment or components which are substantially similar to the Equipment being replaced or improvements, enhancements, additions or modifications to such Equipment; *provided that* LIFFE shall provide the CBOT prior notification (or if prior notification is not feasible, prompt notification) and an opportunity for testing of any Replacements, where the Parties agree that testing is necessary. All such Replacements will thereafter be deemed "Equipment" for purposes of this Agreement.

5.1.3 Equipment Changes. Any Replacements requested by the CBOT, *other than* the Equipment Uplifts, ("**Equipment Changes**") shall be procured, delivered and installed only upon, and in accordance with the Parties' agreement via a Change Request. Any such Equipment Changes provided by LIFFE hereunder will be

deemed "Equipment" for purposes of this Agreement. For the avoidance of any doubt, "Equipment Changes" does not include any Equipment provided pursuant to the IMAC Service.

5.2 Disablement and Repossession.

5.2.1 At LIFFE's Option. LIFFE may, at its option, disable and/or repossess Equipment; *provided that* LIFFE will not disable and/or repossess Equipment located at a CBOT Controlled Site without either (a) reasonable cause and (b) providing prior notice to the CBOT, to the extent reasonably practicable. Notwithstanding the foregoing, LIFFE shall, to the extent reasonably practicable, provide the CBOT prior notice of any disablement or repossession of Equipment at a CBOT Controlled Site.

5.2.2 At the CBOT's Request. LIFFE shall disable and/or repossess Equipment from any CBOT Controlled Sites as reasonably requested by the CBOT, at the CBOT's cost.

5.3 Responsibilities of the CBOT.

5.3.1 Access. The CBOT shall provide (or require a Market Participant to provide, as applicable) LIFFE such access as LIFFE may reasonably request to all CBOT Controlled Sites:

(a) for purposes of installing any Replacements;

(b) to enable LIFFE or its designee to carry out its rights and responsibilities under **Section 5.2**;

(c) to enable LIFFE or its designee to inspect Equipment or any portion thereof: (i) to determine whether the CBOT is complying or has complied with its obligations under this Agreement; and/or (ii) to facilitate LIFFE's efforts to remedy any defect or error in such Equipment; and

(d) to enable LIFFE or its designee to disable and/or remove Equipment or any portion thereof: (i) if the CBOT has failed, or is failing, to comply with its obligations under this Agreement; and/or to (ii) facilitate LIFFE's efforts to remedy any defect or error in such Equipment.

5.3.2 Prior to Installation. In connection with each installation of Equipment at a CBOT Controlled Site, the CBOT shall, at no expense to LIFFE and by such date(s) and at such time(s) as LIFFE may reasonably request, (a) permit (or require a Market Participant to permit) LIFFE or its designee to inspect such CBOT Controlled Site prior to the delivery of any Equipment thereto; (b) make (or require a Market Participant to make) such modifications, alterations or additions to such CBOT Controlled Site as LIFFE may reasonably request; and (c) provide (or require a Market Participant to provide) LIFFE with any further assistance and facilities as LIFFE may reasonably request, including (i) preparing

suitable accommodation and environmental conditions for such Equipment and (ii) making available any equipment, software, ancillary plant, fittings, electrical power supply and other facilities sufficient to meet all reasonable requirements of LIFFE.

5.3.3 Following Installation. With respect to all Equipment located at a CBOT Controlled Site, the CBOT shall (and shall require each Market Participant to) maintain at all times the accommodation, environment and facilities for the Equipment as may be reasonably specified by LIFFE from time to time.

5.3.4 Restrictions on Use.

(a) All Equipment. With respect to all Equipment, the CBOT agrees, and shall require each Market Participant to agree:

(i) not to, and not to permit any other Person (including any Market Participant) to, without the prior written consent of LIFFE, combine the Equipment with any equipment, software, or other technology (*other than* Licensed Technology or other technology approved by LIFFE); or

(ii) not to, and not to permit any other Person (including any Market Participant) to, without the prior written consent of LIFFE, repossess or disable any Equipment; *provided*, *however*, that the CBOT may repossess or disable Equipment on CBOT Controlled Sites as may be necessary in conjunction with the CBOT's monitoring and control of the CBOT Electronic Exchange;

(iii) not to, and not to permit any other Person (including any Market Participant) to, create any lien or other encumbrance on the Equipment or any part or parts thereof or do any act (x) which might jeopardize or prejudice the rights of LIFFE or its suppliers in the Equipment or any portion thereof or (y) which might reasonably be expected to result in the Equipment being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken from the possession of the CBOT or any Market Participant, as applicable; and

(iv) to use or interface with the Equipment only in accordance with applicable manufacturers' recommendations.

(b) Located at or Accessible from CBOT Controlled Sites. With respect to all Equipment located at or accessible from any CBOT Controlled Site, the CBOT agrees, and shall require each Market Participant to agree:

(i) not to, and not to permit any other Person (including any Market Participant) to, interfere or tamper with, alter, amend or modify the Equipment or any part or parts thereof without the prior written consent of LIFFE;

(ii) not to, and not to permit any other Person (including any Market Participant) to, move the Equipment or any portion thereof from the CBOT's Premises without the prior written consent of LIFFE; and

(iii) not to, and not to permit any other Person (including any Market Participant) to, interfere or tamper with any serial numbers, identity plates, trademarks, proprietary notices or other designations, including those of LIFFE or LIFFE's suppliers, on the Equipment or any portion thereof; and

(c) Software. With respect to all software embedded in or otherwise included within the Equipment ("**System Software**"), the CBOT agrees not to, and not to permit any other Person (including any Market Participant) to:

(i) copy, modify, duplicate, decompile, reverse engineer, disassemble or otherwise reduce to a humanly perceivable form, make any attempt to discover the source code of, create derivative works based on, market, sell, provide or make available to any third party, otherwise distribute, or translate the System Software, except as expressly provided herein;

(ii) remove or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations, of the CBOT or other Person, contained or displayed in or on the System Software; or

(iii) upload any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware designed to disrupt the operation of, permit unauthorized access to, erase, or modify the System Software or Equipment, or otherwise use the System Software to further any purpose which is illegal.

5.3.5 Insurance. With respect to all Equipment located at any CBOT Controlled Site, the CBOT agrees either to (a) arrange to insure the Equipment comprehensively against all insurable risks with a reputable insurance company, on terms satisfactory to LIFFE (naming LIFFE as a beneficiary), or (b) accept all liability for the Equipment; in each case for the full Replacement Value thereof, from and including the date on which the Equipment or any portion thereof is delivered to the CBOT Controlled Site, until such time as the Equipment is either returned to or repossessed by LIFFE. Where the Equipment has been insured by an insurance company, the CBOT shall, at the request of LIFFE, provide to LIFFE either a copy of the relevant portion of such insurance policy or a written certificate evidencing the currency of the same.

5.3.6 Market Participants.

5.3.6.1 *Interface Sublicense Agreement*. Prior to the installation of any Equipment on premises owned or controlled by any Person wishing to become a Market Participant, the CBOT shall require such Person to enter into an Interface Sublicense Agreement.

5.3.6.2 *Enforcement*. The CBOT shall:

(a) promptly upon becoming aware of such actions, provide LIFFE written notice of (i) any violation by a Market Participant or any other Person of the restrictions set forth in **Section 5.3.4**; and (ii) any other acts or omissions of any Person which the CBOT believes (x) might jeopardize or prejudice the rights of LIFFE or its suppliers in the Equipment; (y) may result in the Equipment being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken from any location; or (z) threaten the security or operation of the Equipment; and

(b) promptly upon becoming aware of (i) any claim, demand, or cause of action brought against the CBOT by a Market Participant or any other Person, or any subpoena served upon the CBOT or (ii) any employee, officer or director thereof, which relates to the Equipment or any component thereof, provide LIFFE written notice of such claim, demand, cause of action or subpoena.

5.3.7 Change Notification. The CBOT shall provide LIFFE's Project Manager prior written notice (or, if prior written notice is not reasonably practicable, immediate written notification) of (a) any changes to the physical environment (i) at CBOT's Premises in which Equipment and/or Software operate (e.g. maintenance or shutdowns of power supply or temperature control devices), and (ii) to the extent that the CBOT is aware, at any other CBOT Controlled Site in which Equipment and/or Software operate; and (b) any changes to, relocations of, or maintenance of any CBOT Technology that interfaces with Software and/or Equipment.

5.4 Responsibilities of LIFFE.

5.4.1 Liens. In the event any Equipment is confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken from the possession of LIFFE as a result of LIFFE permitting a third party lien or other encumbrance to be placed on such Equipment (*excluding* any such lien or other encumbrance established in connection with the procurement of such Equipment), LIFFE shall, at LIFFE's expense, replace such Equipment. Such Replacements will thereafter be deemed "Equipment" for purposes of this Agreement.

5.4.2 Upgrades and Replacements. Except as expressly provided in this Agreement, nothing herein shall require LIFFE to (a) create any Upgrades or procure or provide any Replacements; (b) deliver or license to the CBOT for use and/or access as "Licensed Technology" any modifications, enhancements,

improvements or additions to the Licensed Technology as LIFFE may choose to create; or (c) provide to the CBOT for use and/or access as "Equipment" hereunder any replacements, modifications, enhancements, improvements or additions to the Equipment.

6. Core Network

6.1 Permitted Purpose. The CBOT shall use the Core Network solely for purposes of (a) operating (including testing and development pursuant to the Development Services Agreement or hereunder) the CBOT Electronic Exchange via one or more Interfaces with the Equipment, and (b) carrying out rights or obligations of the CBOT pursuant to the Development Services Agreement or the Managed Services Agreement.

6.2 Acceptable Use Policy. The CBOT shall comply, and use reasonable efforts to ensure that all Market Participants comply, with LIFFE's Core Network Acceptable Use Policy, a copy of which is attached as Schedule I hereto.

6.3 Notification

6.3.1 By the CBOT. The CBOT shall promptly notify LIFFE if the CBOT becomes aware of (a) any security vulnerability relating to the Core Network, and (b) any violation of the Acceptable Use Policy.

6.3.2 By LIFFE. Subject to Section 16, if not so prohibited by a regulatory or other governmental authority or an order of a court of competent jurisdiction, LIFFE shall (a) promptly notify the CBOT of any judicial or governmental request, requirement or order under law regarding the investigation and/or prosecution of activities relating to the CBOT Electronic Exchange, and (b) cooperate with the CBOT to respond to any such request, requirement or order.

6.4 Suspension

6.4.1 At LIFFE's Request. In order to protect the CBOT Electronic Exchange and all users of the Core Network, LIFFE may, at its option, suspend access to the Core Network of the CBOT or any Market Participant in the event of a breach of LIFFE's Core Network Acceptable Use Policy or the CBOT's obligations under **Section 6.1** by the CBOT or such Market Participant; *provided that* LIFFE will not suspend such access without reasonable cause and shall use good faith efforts to provide the CBOT prior notice of any such suspension.

6.4.2 At the CBOT's Request. LIFFE shall suspend any Market Participant's access to the Core Network as reasonably requested by the CBOT, at the CBOT's cost.

7. General Obligations of the CBOT

7.1 Dependencies. In addition to all other obligations of the CBOT set forth in this Agreement, the CBOT shall perform those dependencies set forth in Schedule J hereto.

7.2 Security. In addition to all other duties of the CBOT specified hereunder and/or in the Software License Agreement, Development Services Agreement and/or Relocation Services Agreement in respect of Licensed Technology and Equipment and the use or access thereof by the CBOT, Market Participants, the CBOT shall (a) use reasonable efforts to comply with LIFFE's security policy, a copy of which is attached as Schedule K hereto; (b) establish and maintain supervisory and security procedures satisfactory to LIFFE for the purpose of protecting all Licensed Technology and Equipment located at CBOT's Premises and LIFFE's rights, title and interest in and to the Licensed Technology and Equipment; (c) require each Market Participant to establish and maintain supervisory and security procedures appropriate to protect all Licensed Technology and Equipment located at premises owned or controlled by such Market Participant and LIFFE's rights, title and interest in and to the Licensed Technology and Equipment; and (d) use reasonable efforts to ensure that no personnel of the CBOT, any Affiliates or subcontractors of the CBOT, any Market Participants, or any agents of the foregoing (*other than* LIFFE) shall have access to the Equipment or the Licensed Technology (*excluding* the Interfaces and Non-Restricted Documentation), unless such personnel has received appropriate training.

7.3 CBOT's Premises. In addition to complying with the requirements set forth in **Section 5.3**, the CBOT shall provide LIFFE with such office accommodation, facilities (including telephones, fax machines, computer consumables, printers and Internet access), and access to the CBOT's Premises as LIFFE reasonably deems necessary to facilitate LIFFE's performance of the Services.

7.4 Materials and Assistance. In addition to providing those resources identified in Schedule J and **Sections 5.3** and **7.3**, in order to facilitate the Parties' performance of their obligations hereunder, the CBOT shall (a) promptly provide to LIFFE such relevant information and documentation as LIFFE may reasonably request, including information and documentation relating to network infrastructure, hardware, software, equipment, personnel, documentation, space and office space; (b) ensure that competent personnel are available during normal working hours to provide to LIFFE such information or other support in relation to LIFFE's performance of the Services as LIFFE may reasonably request; and (c) use good faith efforts to ensure that such personnel possesses the skills, experience, qualifications, and knowledge necessary to carry out any tasks to which they may be assigned.

7.5 Trading Rules. CBOT rules regarding the CBOT Electronic Exchange (the "**CBOT Rules**") may not conflict with any term set forth in this Agreement, the Software License Agreement, the Development Services Agreement or the Relocation Services Agreement.

7.6 Compliance with Laws. The CBOT shall use good faith efforts to comply with all applicable laws and regulations relating to the operation of the CBOT Electronic Exchange.

8. General Obligations of Both Parties

8.1 Non-Solicitation. Each Party agrees that, during a period from (a) the Effective Date to (b) the earlier of twelve (12) months after completion of the Services and the effective date of termination of this Agreement, it shall not employ or engage on any other basis, and offer such employment or engagement to, any of the other Party's employees, contractors, and consultants who have been associated with the performance of such other Party's obligations hereunder, without the other Party's prior agreement in writing. If a Party employs or engages any employee, contractor or consultant of the other Party in breach of the foregoing obligations, it will pay to the other Party damages in an amount equal to the net annual salary of such employee, contractor or consultant for the twelve (12) months prior to the date such individual, contractor or consultant is first employed by the Party breaching such obligation.

8.2 Export Compliance. The CBOT and LIFFE each shall comply with all applicable export laws and regulations of the United States and foreign authorities, including regulatory authorities. For purposes of this obligation, export laws and regulations include, but are not limited to, all applicable end use controls and all applicable restrictions on the export, reexport and transfer of encryption items.

9. Marketing

9.1 Marketing. The CBOT shall, in accordance with **Sections 9.2** to **9.7** below, (a) refer to the automated derivatives trading and order matching system utilized by the CBOT Electronic Exchange as the "LIFFE CONNECT®" system or platform; and (b) in any and all web pages, brochures, advertisements and all other marketing or promotional materials, press releases, or other media that market, promote or otherwise reference the Trading System (collectively, the "**CBOT Marketing Materials**"), (i) in respect of all visual media, prominently display (x) the Mark LIFFE CONNECT® and/or the LIFFE CONNECT Logo and (y) the phrase "e-cbot, powered by LIFFE CONNECT" in such format as may be agreed upon by the Parties; and (ii) in respect of all broadcast media, prominently broadcast (x) the Mark LIFFE CONNECT® and (y) the phrase "e-cbot, powered by LIFFE CONNECT®" in such format as may be agreed upon by the Parties.

9.2 License. Subject to the terms and conditions hereof, LIFFE hereby grants to the CBOT a non-exclusive, non-transferable (*except* as set forth in **Section 25**) right and license (a) to use, in [**], and in any additional jurisdictions as LIFFE may agree, LIFFE's registered trademarks "LIFFE CONNECT" and the LIFFE CONNECT Logo (collectively, the "**Marks**") in connection with the marketing and operation of the CBOT Electronic Exchange and those rights and obligations set forth in this Agreement, the Software License Agreement, the Development Services Agreement and the Relocation Services Agreement; and (b) to sublicense to ISVs the right to use the Marks subject to all of the terms and conditions set forth in this **Section 9** (including **Section 9.5**).

9.3 Use. The CBOT shall (a) in each visual CBOT Marketing Material containing or displaying one or both of the Marks, (i) display each Mark together with a superscript "®" placed at the end of the Mark (e.g. LIFFE CONNECT®); and (ii) include, at least once in each such CBOT Marketing Material, the following footnote, or a formative thereof as may be agreed by LIFFE: "[LIFFE CONNECT®/The LIFFE CONNECT Logo] is a trademark of LIFFE Administration and Management and is registered in Australia, Hong Kong, Singapore, the United States, and the United Kingdom, is a registered Community Trade Mark, and is the subject of a pending application for registration in Japan"; and (b) otherwise use the Marks in a manner and form consistent with (i) the usage guidelines set forth in Schedule L hereto, as may be amended by LIFFE from time to time, and (ii) any other usage guidelines and modifications thereof as LIFFE may provide to the CBOT from time to time.

9.4 Restrictions. The CBOT acknowledges (a) LIFFE's exclusive right, title, and interest in and to the Marks and (b) that the CBOT's permitted use of the Marks will not vest in the CBOT any right, title, or interest in or to the Marks. The CBOT shall not (i) directly or indirectly, cause to be done any act contesting or in any way impairing LIFFE's right, title, or interest in the Marks, (ii) in any manner represent that it possesses any ownership interest in the Marks, or (iii) except as expressly permitted hereunder, adopt, use, attempt to register, or register, at any time or in any jurisdiction, either of the Marks or any term identical to or confusingly similar to either of the Marks.

9.5 Approval. Prior to the publication, public broadcast or other distribution or dissemination to Market Participants, or other members of the public of any CBOT Marketing Material, the CBOT shall submit to the LIFFE Market Solutions Director of Sales and Marketing or his or her designee a representative sample of

such CBOT Marketing Material for LIFFE's prior written approval. The CBOT shall not distribute or disseminate to Market Participants or other members of the public any CBOT Marketing Material in respect of which the CBOT has not obtained LIFFE's prior written approval. LIFFE has no right under this Agreement to approve the CBOT's use of trademarks or service marks other than the Marks.

9.6 Inspection. In order to assure the CBOT's compliance with the standards and requirements provided herein, the CBOT shall, upon LIFFE's reasonable request, (a) make available to representatives of LIFFE information relating to use of the Marks and copies of all CBOT Marketing Materials; and (b) permit such representatives to inspect all such CBOT Marketing Materials.

9.7 Violations of the Marks. The CBOT shall promptly notify LIFFE in writing of any information relating to suspected infringements or other violations of the Marks which the CBOT possesses or of which it becomes aware. Notwithstanding the foregoing, the CBOT shall have no right to prosecute or otherwise take any action in respect of any such violations; and LIFFE shall have no obligation hereunder to investigate, prosecute or otherwise take any action in respect of any such violations of which it is notified by the CBOT.

9.8 No CBOT License. Unless the Parties agree otherwise (and CBOT shall not unreasonably decline to agree), LIFFE shall not use in any marketing or promotional materials, press releases, or other materials publicly distributed or disseminated by LIFFE any trademarks or service marks of the CBOT, including "e-cbot" and "CBOT."

10. Project Management

10.1 Appointments. In addition to complying with the requirements set forth in Schedule C, each Party shall appoint and inform the other Party of the identity of a Relationship Manager to serve as the individual responsible for the day to day management of the relationship between LIFFE and the CBOT with respect to the Services.

10.2 Substitutions. Each Party shall promptly notify the other in writing of any substitutions for or replacements of such individuals appointed in accordance with **Section 10.1**, as applicable, and shall take all reasonable steps to minimize any potential adverse effects of such changes.

11. Charges

11.1 Payment. In consideration for LIFFE's performance of the Services hereunder, the CBOT shall, via wire transfer of immediately available funds to such bank account as LIFFE may specify:

(a) pay to LIFFE, for LIFFE's performance of its Equipment procurement obligations under **Sections 5.1.1(a)** and **5.1.3**, the Equipment Services Charges in accordance with Schedule M;

(b) pay to LIFFE, in addition to any amounts owed pursuant to **Section 3.2.4**, the Managed Services Fee set forth in Schedule M;

(c) pay to LIFFE, in addition to any amounts owed pursuant to **Section 4.5**, the Software Maintenance Fee set forth in Schedule M;

(d) pay to LIFFE, in addition to any amounts owed pursuant to **Section 4.5**, for the Equipment and Data Centre Maintenance Service, the Equipment and Data Centre Maintenance Fee set forth on Schedule M;

(e) pay to LIFFE, in addition to any amounts owed pursuant to **Section 4.5**, the Core Network Maintenance Fee set forth in Schedule M;

(f) pay to LIFFE, for the IMAC Service, the Connection Services Charges set forth in Schedule M;

(g) pay to LIFFE, for all Program Services, the Program Services Charges; and

(h) reimburse LIFFE for any out of pocket expenses incurred by LIFFE hereunder, including all reasonable travel, hotel, subsistence and other out of pocket expenses charged in accordance with LIFFE's travel and expense policy attached as Schedule N hereto (collectively, "**Out of Pocket Expenses**");

(such Equipment Services Charges, Managed Services Fee, Software Maintenance Fee, Equipment and Data Centre Maintenance Fee, Core Network Maintenance Fee, Connection Services Charges, Program Services Charges, Out-of-Pocket Expenses and all other amounts due hereunder, collectively, the "**Charges**").

All payments hereunder shall be made in pounds sterling; *provided that* the CBOT may pay in U.S. dollars any Charges based on such costs incurred by LIFFE hereunder, which costs were denominated in U.S. dollars.

11.2 Fixed Charges. Notwithstanding any provision herein to the contrary, in the event LIFFE performs any Services (a) specified to be charged on a fixed fee basis, and (b) occasioned by (i) the failure of the CBOT to fulfill, or delay by the CBOT in fulfilling, any of its obligations under this Agreement or (ii) the failure or malfunction of technology not owned, controlled, or provided by or on behalf of LIFFE hereunder, the CBOT shall pay to LIFFE (x) fees for the time expended by LIFFE in connection with such Services, on a time and materials basis, calculated in accordance with the Charge Rates; and (y) all associated Out of Pocket Expenses.

11.3 Taxes. The Charges shall be exclusive of all international, national or state taxes (including withholding taxes), levies, duties, or similar charges, however designated, that may be assessed by any jurisdiction under current law or as a result of any change in the law following the date thereof (collectively, "**Taxes**"), and the CBOT shall pay or reimburse LIFFE for all such Taxes that may be levied or imposed in relation to this Agreement or any of the rights and licenses granted hereunder, *excluding* (a) any VAT that is recovered by LIFFE and (b) taxes based on the net income of LIFFE. LIFFE will use good faith efforts to recover VAT applicable to any Charges. Prior to receiving from the CBOT any payment which may be subject to United States withholding taxes, LIFFE shall deliver to the CBOT two original copies of (i) Internal Revenue Service ("**IRS**") Form "W-8BEN" (or any successor forms), accurately completed and duly executed by LIFFE certifying, in Line 9a thereof (or the corresponding line of any successor forms), that the applicable treaty is the United States-United Kingdom Income Tax Convention, and further certifying the matters set forth in Line 9b and 9c of Form "W-8BEN" (or the corresponding lines of any successor forms) or (ii) IRS Form "W-8ECI" (or any successor form); *provided that*, unless required by U.S. law, LIFFE shall not be required to deliver to the CBOT any such Forms if LIFFE assigns, pursuant to **Section 25**, this Agreement and/or its rights and obligations under this Agreement to an Affiliate of LIFFE which is a United States corporation. LIFFE hereby agrees, from time to time after the initial delivery by LIFFE of such forms whenever a lapse in time or change of

circumstances renders such forms obsolete or inaccurate in any material respect, to deliver to the CBOT two new original copies of IRS Form "W-8BEN" or IRS Form "W-8ECI" (or any successor forms), accurately completed and duly executed by LIFFE. Notwithstanding this **Section 11.3**, the relevant Charges shall be paid net of any U.S. federal income withholding tax caused by the failure of LIFFE to provide the CBOT with such forms, unless a change in applicable law of the United States, enacted or promulgated after the date hereof, makes it impossible for LIFFE to continue to make the certifications described above.

11.4 Invoices. LIFFE shall invoice the CBOT as set forth in Schedule M, in pounds sterling; *provided*, *however*, that LIFFE will invoice in U.S. dollars any Charges based on costs incurred by LIFFE hereunder, which costs were denominated in U.S. dollars. For the avoidance of doubt, any amounts paid by LIFFE in pounds sterling will be invoiced to the CBOT in pounds sterling. Each invoice for Program Services Charges or other Services charged on a time and materials basis hereunder will set forth the name of each of the LIFFE Project Personnel who performed such Program Services, the categories of work performed by such individual, the grade of each such individual, and the Charge Rate for such individual. Payment of each invoice shall be made by the CBOT within thirty (30) days of the date of receipt of such invoice by the CBOT (the "**Payment Date**"), unless the CBOT makes a good faith objection to the terms of the invoice, in which case (a) the CBOT shall pay the undisputed amount of the invoice, and (b) the Parties shall promptly undertake to resolve the disputed portion of the invoice.

11.5 Suspension.

11.5.1 Suspension of Services. If the CBOT fails to pay any undisputed Charges due under this Agreement by the Payment Date, then, without prejudice to any other remedy available to LIFFE, LIFFE may, upon fourteen (14) days prior written notice to the CBOT's Project Manager and placement of a telephone call to the CBOT's Relationship Manager, suspend the Services; *provided that* the CBOT has not made payment within such period of time

11.5.2 Suspension in Respect of Hosted Exchange. If the CBOT fails to pay LIFFE any undisputed Hosting Fees due under the Software License Agreement because a Hosted Exchange has failed to pay to the CBOT fees corresponding to such Hosting Fees, then, upon the CBOT's notice to LIFFE thereof signed by a senior representative of the CBOT, and without prejudice to any other remedy available to LIFFE, (a) LIFFE and the CBOT agree to suspend the License granted under Section 2.1(c) of the Software License Agreement and the delivery of Services solely in respect of hosting the electronic trading of Hosted Products of the relevant Hosted Exchange via the CBOT Electronic Exchange (but not CBOT Products or the Hosted Products of any other Hosted Exchange); (b) the CBOT shall promptly provide to such Hosted Exchange fourteen (14) days' prior written notice of the CBOT's suspension of the license granted to such Hosted Exchange under its Hosting Agreement with the CBOT and the Hosting Services delivered to such Hosted Exchange; and (c) if the Hosted Exchange has not paid the overdue fees within such fourteen (14) day period, LIFFE shall (unless prohibited by a requirement, decision or order of a regulatory or governmental authority, arbitration panel or court of competent jurisdiction) (i) suspend the License granted under Section 2.1(c) of the Software License Agreement in respect of such Hosted Exchange and (ii) cease providing Services solely in respect of hosting the electronic trading of Hosted Products of the relevant Hosted

Exchange via the CBOT Electronic Exchange (but not CBOT Products or Hosted Products of any other Hosted Exchange).

11.5.3 Reinstatement. In the event of reinstatement of Services suspended under **Section 11.5.1** and/or **Section 11.5.2**, the CBOT shall be required to install (or require to be installed) any such Upgrades and/or Replacements to the version(s) of the Licensed Technology or Equipment last utilized by the CBOT or the relevant Hosted Exchange, as LIFFE may specify.

11.6 Late Payment. If the CBOT fails to pay any undisputed Charges due under this Agreement by the Payment Date, then interest shall be charged thereon from the date of issuance of the applicable invoice until the date payment is made, at the rate of the lesser of one and one half percent (1.5%) per month, or the maximum amount allowed under applicable law.

12. Term

12.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until and including December 31, 2008 (the "**Initial Term**"), unless terminated earlier in accordance with **Section 13** or as otherwise provided in this Agreement.

12.2 Renewal. The Parties shall use good faith efforts to agree upon, by no later than one (1) year prior to the end of the Initial Term or the then current Renewal Term (as applicable), (a) the nature and scope of the Managed Services and any other Services to be provided during the new Renewal Term, and (b) all associated Service Targets, Service Thresholds, CBOT Electronic Exchange Parameters and Charges; *provided that* variations in the Charge Rate shall remain subject to Paragraph 5.3 of Schedule M (collectively, the "**New Terms**"). UNLESS TERMINATED EARLIER IN ACCORDANCE WITH **SECTION 13** OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR NO MORE THAN [**] SUCCESSIVE PERIODS OF [**] YEARS EACH (EACH, A "**RENEWAL TERM**"); *provided that* the Parties have agreed to the New Terms and amended this Agreement accordingly by an instrument in writing signed by a duly authorized representative of each Party. If the New Terms have not been agreed by a date one (1) year prior to the end of the Initial Term or the then current Renewal Term (as applicable), then CBOT may provide written notice to LIFFE that the CBOT does not intend to renew the Agreement, and the Agreement will expire at the end of the Initial Term or the then current Renewal Term (as applicable). For the avoidance of doubt, the expiration of the Agreement at the end of the Initial Term or a Renewal Term shall not constitute a termination of the Agreement pursuant to **Section 13**, and the CBOT shall not be liable for Termination Costs.

13. Termination

13.1 By CBOT. The CBOT may terminate this Agreement, for any reason, upon written notice to LIFFE provided at least twelve (12) months prior to the end of the Initial Term or the First Renewal Term (if any).

13.2 By LIFFE. LIFFE may terminate this Agreement, upon twelve (12) months prior written notice to the CBOT, if [**] or any Affiliate of [**],directly or indirectly acquires control of the CBOT.

13.3 By Either Party.

13.3.1 Material Breach. Subject to **Section 14.3**, at any time during the term of this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a breach of any of its material obligations under this Agreement and fails to remedy such material breach within thirty (30) days of receipt of written notice thereof.

13.3.2 Insolvency. At any time during the term of this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice if: (a) the other Party (i) becomes insolvent, (ii) voluntarily commences any proceeding or files any petition under the bankruptcy laws of the United States or England and Wales, (iii) becomes subject to any involuntary bankruptcy or insolvency proceedings under the laws of the United States or England and Wales, which proceedings are not dismissed within thirty (30) days, (iv) makes an assignment for the benefit of its creditors, or (v) appoints a receiver, trustee, custodian or liquidator for a substantial portion of, its property, assets or business; or (b) the other Party passes a resolution for its winding up or dissolution, or a court of competent jurisdiction makes an order for such other Party's winding up or dissolution.

13.4 Automatic Termination. This Agreement will terminate automatically upon termination of the Software License Agreement. For the avoidance of doubt, the Parties acknowledge that any termination of a Hosting Agreement shall not in any manner alter or otherwise affect the term of this Agreement or of the Software License Agreement.

13.5 Termination Costs. In the event this Agreement is terminated pursuant to **Section 13** (*excluding* termination by the CBOT pursuant to **Section 13.3**), the CBOT shall pay to LIFFE the Termination Costs as set forth in Schedule M.

14. Consequences of Termination

14.1 Equipment, Licensed Technology, and CBOT Marketing Materials. In addition to complying with those requirements set forth in Section 13.1 of the Software License Agreement:

14.1.1 In CBOT's Possession. Upon or prior to the effective date of expiration or termination of this Agreement, the CBOT shall (a) immediately cease use of the Equipment, the Marks, and all Licensed Technology; and (b) at LIFFE's request and at the CBOT's expense, (i) within fourteen (14) days of the effective date of termination of this Agreement, permanently erase and certify the erasure of the Software (and all copies thereof) from the Equipment and all backup Media; (ii) as LIFFE may elect, promptly return to LIFFE or permit LIFFE to repossess any Equipment; and (iii) promptly return to LIFFE or, with LIFFE's prior written consent destroy and certify as destroyed, any and all other LIFFE Property and any and all CBOT Marketing Materials containing or displaying the Marks in the CBOT's possession and/or control. Notwithstanding the foregoing, the CBOT shall only be required to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as

"LIFFE Restricted," including, but not limited to, Restricted Documentation) located on the CBOT's electronic backup media created by the CBOT in the normal course of business; *provided, however*, that the CBOT shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 16** of this Agreement.

14.1.2 In Market Participants' Possession. Upon or prior to the effective date of expiration or termination of this Agreement, the CBOT shall, at the CBOT's expense, (a) require each Market Participant to (i) immediately cease use of the Equipment and all Licensed Technology; (ii) as LIFFE may elect, either promptly return to LIFFE or permit LIFFE to repossess all Equipment in such Market Participant's possession and/or control; and (iii) promptly return to LIFFE or, with LIFFE's written consent destroy and certify as destroyed, any and all other LIFFE Property and any and all CBOT Marketing Materials containing or displaying the Marks within such Market Participant's possession and/or control; and (b) notwithstanding the foregoing **Section 14.1.2(a)**, return to LIFFE any LIFFE Property that has been provided to the CBOT by any Market Participant, promptly upon the CBOT's receipt thereof. Notwithstanding the foregoing, each Market Participant shall only be required to use reasonable efforts to return or destroy any LIFFE Property (*excluding* any Software and any information and materials marked as "LIFFE Restricted," including, but not limited to, Restricted Documentation) located on such Market Participant's electronic backup media created by such Market Participant in the normal course of business; *provided, however*, that each Market Participant shall be obligated to maintain the confidentiality of such information in accordance with the terms of **Section 16** of this Agreement.

14.2 Third Party Obligations. In the event of termination of this Agreement, LIFFE will use commercially reasonable efforts to terminate any contracts with third parties relating to LIFFE's obligations hereunder (or relevant portions thereof). Notwithstanding the foregoing, the CBOT shall be obligated to reimburse LIFFE for any and all costs and expenses relevant to this Agreement for which LIFFE is contractually obligated to such third parties as of the termination hereof; *provided that* (a) LIFFE has used commercially reasonable efforts to mitigate such costs and expenses and (b) LIFFE has, within ninety (90) days of the effective date of termination of this Agreement, notified the CBOT of the existence and term of the contract, the identity of the counterparty to the contract, and the estimated amount of the CBOT's payment obligation in respect of such contract.

14.3 Transition. In the event of LIFFE's notice of termination to the CBOT pursuant to **Section 13.3.1** for a material breach that is incapable of remedy, LIFFE shall continue to provide to the CBOT the Managed Services for a period of up to nine (9) months from the date upon which notice of termination is given (the "**Transition Period**"); *provided that*, within thirty (30) days following notice of termination, (a) the CBOT has accepted full liability for such material breach via written notice to LIFFE in a form acceptable to LIFFE, in LIFFE's sole discretion; and (b) the CBOT has submitted to LIFFE reasonable assurances that it has employed measures sufficient to prohibit repetition of such material breach. Notwithstanding the foregoing, (i) during any Transition Period, LIFFE shall not be held liable for any failure to perform any obligations under this Agreement (x) that have been transitioned by the CBOT to a Person other than LIFFE, or (y) that have been wound down or phased out; and (ii) in the event of the CBOT's breach of any of its material obligations under this Agreement during any Transition Period, LIFFE may terminate this Agreement immediately upon notice to the CBOT.

14.4 Survival. The expiration or termination of this Agreement for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of this Agreement. Notwithstanding expiration or termination of this Agreement, the CBOT shall remain liable to pay LIFFE all sums accrued or due on or prior to the effective date of expiration or termination. **Sections 5.2, 5.3.1(b), 5.3.1(c)(i), 5.3.1(d)(i), 5.3.3, 5.3.4, 5.3.5, 5.3.6.2, 6.4, 6.5, 7.2, 8, 9.4, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 27, 28, 29, 30, 31, 32** and **34** shall survive beyond the effective date of termination or expiration of this Agreement and shall remain in full force and effect.

15. Proprietary Rights

15.1 LIFFE Property. As between the CBOT and LIFFE, all rights, title and interest in and to the Licensed Technology and all portions thereof (*excluding* the third party software specified in Schedule G of the Software License Agreement), including but not limited to, all Software, Upgrades, and Documentation; all Confidential Information of LIFFE; all Equipment; all Replacements; the Core Network; the Marks; all other materials whatsoever relating to the Licensed Technology and/or the Equipment and/or the Core Network and provided by LIFFE to the CBOT and/or any Market Participants, including any gateways, hubs, routers, cables, cabinets and servers; and any other materials provided by or on behalf of LIFFE to the CBOT and/or any Market Participants under this Agreement; including all copyrights, trademarks, patents, trade secrets and other intellectual property inherent in the foregoing or appurtenant thereto (collectively, "**LIFFE Property**") shall be and remain vested in LIFFE (or LIFFE's Affiliates, suppliers or licensors, as applicable). To the extent, if any, that ownership of the LIFFE Property does not automatically vest in LIFFE by virtue of this Agreement or otherwise, the CBOT hereby transfers and assigns to LIFFE, as of the date of creation, all rights, title and interest which the CBOT may have in and to such LIFFE Property. The CBOT undertakes, at the CBOT's expense, to do or cease to do all such acts as LIFFE may reasonably direct, and to execute, or cause its employees, agents and/or subcontractors to execute, all such documents as LIFFE deems reasonably necessary or helpful to assure further the rights, title and interest of LIFFE or its nominee in and to such LIFFE Property.

15.2 CBOT Property. Notwithstanding the foregoing **Section 15.1**, as between the CBOT and LIFFE, all rights, title and interest in and to (a) the CBOT Technology (if any); (b) CBOT Market Data; (c) Trade Data; (d) Standing Data; (e) all Confidential Information of the CBOT; and (f) all copyrights, trademarks, patents, trade secrets and other intellectual property inherent in the foregoing or appurtenant thereto (collectively, the "**CBOT Property**") shall be and remain vested in the CBOT. To the extent, if any, that ownership of the CBOT Property does not automatically vest in the CBOT by virtue of this Agreement or otherwise, LIFFE hereby transfers and assigns to the CBOT, as of the date of creation, all rights, title and interest which LIFFE may have in and to such CBOT Property. LIFFE undertakes, at LIFFE's expense, to do or cease to do all such acts as the CBOT may reasonably direct, and to execute, or cause its employees, agents and/or subcontractors to execute, all such documents as the CBOT deems reasonably necessary or helpful to assure further the rights, title and interest of the CBOT or its nominee in and to such CBOT Property.

16. Confidentiality

16.1 Confidential Information. Subject to **Section 16.2**, each Party shall treat as confidential the terms and conditions of this Agreement (*excluding* the existence of this Agreement), all information (a) marked as confidential, "CBOT Restricted" and/or "LIFFE Restricted" (as applicable) or (b) which the recipient should reasonably know, by its nature or the manner of its disclosure, to be confidential (including, but not limited to, the information and materials the CBOT has obtained rights to use hereunder), which either Party may receive or have access to during or prior to the performance of this Agreement ("**Confidential Information**"). Neither Party shall (i) use the Confidential Information of the other Party for any purpose other than the performance of

its obligations under this Agreement, the Software License Agreement, the Development Services Agreement, or the Relocation Services Agreement, or (ii) divulge such Confidential Information (x) without the other Party's prior written consent, to anyone other than the employees, subcontractors, consultants or advisors of such Party who are subject to nondisclosure obligations and to whom such disclosure is reasonably necessary to facilitate the performance of this Agreement; or (y) unless requested pursuant to a judicial or governmental request, requirement or order under law (including disclosure obligations of the Parties under applicable securities laws), in which case, if not so prohibited by a regulatory or other governmental authority or an order of a court of competent jurisdiction, the receiving Party will promptly notify the other Party of such request; *provided that*, if, in the opinion of counsel to the receiving Party, such disclosure is required under securities laws, the receiving Party, in consultation with the other Party, shall additionally use good faith efforts to secure confidential treatment of the information so disclosed. "Confidential Information" of LIFFE includes, but is not limited to, Restricted Documentation and the source code of the Software. For the avoidance of doubt, with respect to Confidential Information of LIFFE that has been disclosed to the CBOT or to which the CBOT has access, the CBOT shall neither provide or permit [**] access to, nor permit any other Person to provide or permit [**] access to, any Confidential Information of LIFFE or any derivative work based on such Confidential Information.

16.2 Exclusions. Notwithstanding **Section 16.1**, Confidential Information will not include information (a) which is independently developed by the receiving Party or is lawfully received free of restriction from another source that, to the receiving Party's knowledge, has the right to furnish such information; (b) after it has become generally available to the public by acts not attributable to the receiving Party or its employees, consultants or advisors; or (c) which, at the time of disclosure to the receiving Party, was known to the receiving Party free of restriction.

17. Warranties

17.1 LIFFE. LIFFE warrants that (a) it has the requisite corporate power and authority to execute and perform this Agreement; (b) its execution and performance of its obligations hereunder will not violate any other agreement or regulatory obligation to which it is bound; and (c) to LIFFE's knowledge, the Software contains no Malicious Code. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LIFFE MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE SERVICES OR THE LICENSED TECHNOLOGY, EQUIPMENT, CORE NETWORK, OR MARKS, OR ANY PORTION OF THE SAME OR THE USE THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LIFFE FURTHER DISCLAIMS ALL WARRANTIES, IMPLIED OR OTHERWISE, RELATING TO ANY THIRD PARTY MATERIALS.

17.2 The CBOT. The CBOT hereby warrants to LIFFE that (a) it has the requisite corporate power and authority to execute and perform this Agreement; (b) its execution and performance of its obligations hereunder will not violate any other agreement or regulatory obligation to which it is bound; (c) it is a valid licensee of the Wagner/eSpeed Patent pursuant to Attachment B to that certain "Settlement Agreement" between the CBOT, The Chicago Mercantile Exchange, Electronic Trading Systems Corporation and eSpeed, entered into as of August 26, 2002, in settlement of eSpeed, Inc. and Electronic Trading Systems Corporation v. The Board of Trade of the City of Chicago and The Chicago Mercantile Exchange, before the United States District Court for the Northern District of Texas (Civil Action No. 3:99-CV-1016-M) (the "**Wagner License**"), a copy of which has been provided to LIFFE; and (d) the Services, the Equipment and Licensed Technology provided hereunder, and the use of such Equipment and Licensed Technology by or on behalf of the CBOT and Market

Participants (excluding Hosted Exchanges and their respective Hosted Exchange Participants), are encompassed by such Wagner License and will not violate the terms of the Wagner License; (e) eSpeed has unconditionally and irrevocably covenanted not to sue the CBOT, LIFFE or the Hosted Exchanges for infringement of the Wagner/eSpeed Patent in connection with the use of the Trading System to process trades of Hosted Products; (f) in regard to each Hosted Exchange, all of the Hosted Products of such Hosted Exchange are included within the relevant categories of products specified in the eSpeed Covenants; and (g) the use of the Trading System by or on behalf of any of the Hosted Exchanges and/or their respective Hosted Exchange Participants in respect of trades of Hosted Products is encompassed by the eSpeed Covenants. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE CBOT MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS OR REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE LICENSED TECHNOLOGY AND CBOT PROPERTY OR ANY PORTION OF THE SAME OR THE USE THEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

18. Indemnification

18.1 By LIFFE. LIFFE shall defend, indemnify and hold the CBOT and its Affiliates, and the officers, directors, employees, agents, and representatives of the CBOT and its Affiliates ("**CBOT Indemnitees**") harmless from and against all costs, claims, demands, losses, expenses and liabilities of any nature whatsoever (including reasonable attorneys fees) ("**Losses**") incurred or suffered by such CBOT Indemnitees arising out of, or in connection with, any third party claim, demand, or cause of action (each, a "**Claim**") to the extent such Claim is based upon or arises out of (a) LIFFE's gross negligence or willful misconduct; (b) LIFFE's material breach of this Agreement or any part hereof; (c)[**]; or (d) [**]; *provided that* (i) the CBOT shall take no other action which the CBOT, in its reasonable judgment, believes would be contrary to LIFFE's interests relative to the Claim; (ii) LIFFE (or any Person acting on behalf of or authorized by LIFFE), at its own expense, shall be entitled to have sole conduct and control of all legal proceedings in connection with the Claim or the settlement or other compromise thereof; (iii) the CBOT shall give LIFFE (and any Person acting on behalf of or authorized by LIFFE) all reasonable assistance therewith, at LIFFE's reasonable expense; and (iv) the CBOT shall use good faith efforts to notify LIFFE as soon as possible, but in any event within five (5) Business Days, after the CBOT becomes aware of the Claim. Notwithstanding the foregoing, LIFFE shall have no obligation to defend, indemnify, or hold any CBOT Indemnitee harmless from or against any Losses incurred or suffered by such CBOT Indemnitee (x) as a result of the gross negligence or willful misconduct of the CBOT Indemnitee or any Market Participant, or (y) to the extent any Losses are attributable to the fact that the use of the Licensed Technology and/or Equipment by the CBOT, other CBOT Indemnitee, or any Market Participant has not been in accordance with this Agreement.

18.2 By the CBOT. The CBOT shall defend, indemnify and hold LIFFE, its Affiliates, and the officers, directors, employees, agents, and representatives of LIFFE and its Affiliates ("**LIFFE Indemnitees**") harmless from and against all Losses incurred or suffered by such LIFFE Indemnitees arising out of, or in connection with, any third party Claim to the extent such Claim is based upon or arises out of: (a) the CBOT's material breach of this Agreement or any part hereof; (b) the gross negligence or willful misconduct of the CBOT, any Affiliate of the CBOT, any Hosted Exchange, any Affiliate of a Hosted Exchange, or any Market Participant (collectively, the "**CBOT Parties**"); (c) the CBOT Property or LIFFE's use thereof; (d) use of the Licensed Technology, the Equipment, the Core Network or the Marks in contravention of this Agreement by or on behalf of any CBOT Party; (e) any violation by any Market Participant of the restrictions set forth in **Section 5.3.4**; (f) any Claim that the Services provided hereunder, the Equipment, the Core Network or the Licensed Technology provided hereunder, or the use thereof by or on behalf of any CBOT Party, infringes or otherwise violates the Wagner/eSpeed Patent; (g) violation of the LIFFE Core Network Acceptable Use Policy by the

CBOT and/or any Market Participant; (h) any action or inaction by any Hosted Exchange, Hosted Exchange Participant, or any of their respective Affiliates; (i) a breach of any Hosting Agreement by any of the Hosted Exchanges or the CBOT (*excluding* any such breach by the CBOT which is the direct result of LIFFE's breach of this Agreement, the Software License Agreement, the Development Services Agreement and/or the Relocation Services Agreement or of LIFFE's gross negligence or willful misconduct); or (j) any suspension or termination, as permitted under this Agreement or the Software License Agreement, of the License granted pursuant to Section 2.1(c) of the Software License Agreement and/or of any Hosting Services; *except that* the CBOT shall have no obligations in respect of this **Section 18.2(a)**, **(d)** or **(g)** with regard to any Claim to the extent such Claim is (i) based on a failure by the CBOT or any Market Participant to comply with the LIFFE Core Network Acceptable Use Policy and (ii) brought by (x) third party exchanges directly using the Core Network or (y) third party members, independent software vendors or quote vendors participating in such third party exchanges or the Euronext.liffe Exchanges (as defined in the Software License Agreement) directly using the Core Network; *provided that* (A) LIFFE shall take no action which LIFFE, in its reasonable judgment, believes would be contrary to the CBOT's interests relative to the Claim; (B) the CBOT (or any Person acting on behalf of or authorized by the CBOT), at its own expense, shall be entitled to have sole conduct and control of all legal proceedings in connection with the Claim or the settlement or other compromise thereof; (C) LIFFE shall give the CBOT (and any Person acting on behalf of or authorized by the CBOT) all reasonable assistance in connection therewith at the CBOT's reasonable expense; and (D) LIFFE shall use good faith efforts to notify the CBOT as soon as possible, but in any event within five (5) Business Days, after LIFFE becomes aware of the Claim. Notwithstanding the foregoing, the CBOT shall have no obligation to defend, indemnify, or hold any LIFFE Indemnitee harmless from or against any Losses incurred or suffered by such LIFFE Indemnitee as a result of the gross negligence or willful misconduct of the LIFFE Indemnitee.

19. Liability

19.1 Specific Limitations. LIFFE shall have no liability to the CBOT for any breach of this Agreement or any Losses (including, but not limited to, the inability of the CBOT, any Hosted Exchange or Hosted Exchange Participant to use any part of the Licensed Technology or Equipment or Core Network and the interruption or corruption of any data or information stored, used, generated or transmitted on or via any Licensed Technology or Equipment or Core Network) under this Agreement arising from (a) any defect in the Licensed Technology, Equipment or Core Network of which LIFFE has not received notice of from the CBOT within five (5) Business Days following the first date upon which the CBOT discovered or otherwise became aware of such defect, (b) any Force Majeure Event, (c) any Trading Applications or other Third Party Materials; or (d) any suspension or termination, as permitted under this Agreement and/or the Software License Agreement, of the License granted pursuant to Section 2.1(c) of the Software License Agreement and/or of any Hosting Services.

19.2 General Limitation. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF SUCH PARTY, ITS AFFILIATES, OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES, *EXCEPT THAT* EACH PARTY SHALL ACCEPT LIABILITY FOR (a) MATERIAL BREACH OF THIS AGREEMENT, (b) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY, ITS AFFILIATES OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES, AND (c) FOR DEATH, PERSONAL INJURY AND DIRECT PHYSICAL DAMAGE TO THE TANGIBLE PROPERTY OF THE OTHER CAUSED BY SUCH PARTY, ITS AFFILIATES OR THE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF SUCH PARTY OR OF ANY OF ITS AFFILIATES. EXCEPT WITH REGARD TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER **SECTION 16** OR ITS

WARRANTIES SET FORTH IN **SECTION 17**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER HEREUNDER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, OR FOR LOSS OF PROFITS, GOODWILL OR CONTRACTS, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY SHALL HAVE BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

19.3 Limitation of Liability. The cumulative liability of LIFFE under this Agreement, the Software License Agreement, the Development Services Agreement and the Relocation Services Agreement, during the respective terms of this Agreement, the Software License Agreement, the Development Services Agreement and the Relocation Services Agreement, however arising, will not exceed [**]; *provided*, *however*, that the limitations set forth in this **Section 19.3** will not apply to (a) liability of LIFFE for death or personal injury; (b) fraudulent acts or omissions; or (c) violations of the confidentiality obligations of **Section 16**.

19.4 Claims Against Individuals. Where the liability of a Party (including, but not limited to, any liability with respect to the officers, employees, agents or representatives of a Party or any of its Affiliates) has been excluded or restricted hereunder, each Party agrees that it shall not bring any claim against any officers, employees, agents or representatives of the other Party or any of its Affiliates or join such officers, employees, agents or representatives in any claim such that the liability of such officers, employees, agents or representatives and such other Party, when taken together, would be greater than the liability of such other Party hereunder.

20. Dispute Resolution

20.1 Escalation. As used herein, "**Disputes**" means any claims, disputes, controversies, and other matters in question between the Parties arising out of or relating to this Agreement or the breach hereof (*excluding* any third party claims against LIFFE or the CBOT subject to indemnification pursuant to **Section 18**, *but including* any disagreements as to indemnification rights hereunder). Any Dispute between the Parties that (a) relates to Program Services or (b) relates to Managed Services and has not been resolved by the Governance Committee in accordance with Schedule C, shall in the first instance be referred to the Parties' Relationship Managers for discussion and resolution. If the Dispute is not resolved by the Relationship Managers within five (5) Business Days, the Dispute will be referred to the Managing Director of LIFFE Market Solutions and a representative of the CBOT at an equivalent level, who must discuss and, if appropriate, meet within five (5) Business Days to attempt to resolve the Dispute. If the Dispute is not resolved by such second representatives within five (5) Business Days, the Dispute will be referred to the Parties' Chief Executive Officers who must discuss and, if appropriate, meet within five (5) Business Days to attempt to resolve the Dispute. If any representative of either Party referred to in this **Section 20.1** is not available for any reason, the affected Party shall be entitled to appoint an appropriate substitute.

20.2 Mediation. If the Parties cannot resolve any Dispute in accordance with **Section 20.1** within thirty (30) Business Days, they may refer the Dispute to mediation, to be conducted by a single mediator in (i) Chicago, Illinois, if LIFFE has initiated the Dispute, or (ii) London, England, if the CBOT has initiated the Dispute. The Parties shall use good faith efforts to agree upon a mediator. If the Parties are unable to agree upon a mediator within thirty (30) Business Days, the Parties may seek judicial resolution and remedy of the Dispute without first proceeding with mediation. The Parties shall use good faith efforts to hold the mediation within thirty (30) Business Days following the selection of a mediator. Unless otherwise agreed by the Parties, no decision resulting from the mediation proceedings will be binding upon the Parties. Unless expressly provided herein, each Party will bear its own costs (including attorneys fees) relating to the mediation, but the Parties will share equally the fees and expenses charged by the mediator.

20.3 Arbitration. If a Dispute is not resolved in accordance with **Section 20.2**, then either Party may provide written notice to the other Party of an intention to refer the Dispute to arbitration. Any such arbitration shall be: (a) binding; (b) administered by the International Centre for Dispute Resolution ("**ICDR**") of the American Arbitration Association ("**AAA**"); (c) conducted in accordance with the International Arbitration Rules of the AAA (the "**AAA Rules**"), as such AAA Rules may be amended from time to time, except to the extent this **Section 20.3** provides otherwise; (d) held in Chicago, Illinois, if the Dispute is initiated by LIFFE and in London, England if the Dispute is initiated by the CBOT; and (e) conducted using the English language. Upon filing a claim, the filing Party will simultaneously provide written notice of such claim to the other Party and to the relevant administrator at the ICDR.

20.3.1 Selection of Arbitrators. Within ten (10) Business Days of receipt of the ICDR initiation letter, each Party shall select one neutral individual to act as arbitrator. In addition, the Parties shall submit a written request to AAA to use its normal procedures pursuant to the AAA Rules to appoint the third arbitrator within five (5) Business Days of AAA's receipt of such request. The arbitrator appointed by AAA shall serve as the chairperson of the arbitration panel. The Parties agree that the selection of arbitrators must be completed within twenty-five (25) Business Days of receipt by both Parties of the ICDR initiation letter.

20.3.2 Cooperation. The Parties shall cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable, and in this respect to furnish such documents and make available such personnel as the arbitrators may request.

20.3.3 Reduction of Losses. The Parties have selected arbitration to expedite the resolution of Disputes and to reduce the costs and burdens associated with litigation. The Parties agree that the arbitrators should take these concerns into account when determining whether to authorize discovery and, if discovery is authorized, the scope of permissible discovery and other hearing and pre-hearing procedures. The arbitrators shall render an award, including a written decision, within ninety (90) calendar days after the arbitration notice is provided, unless the Parties otherwise agree or the arbitrators make a finding that a Party has carried the burden of showing good cause for a longer time period.

20.3.4 Binding Decision. The decision or award of the arbitrators will be final and binding, and may be used as a basis for judgment thereon in any jurisdiction. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a written decision setting out the reasons for the disposition of any claim.

20.3.5 Punitive Damages. Without limiting any other remedies that may be available under applicable law, the arbitrators shall have no authority to award punitive damages.

20.3.6 Confidentiality. All proceedings and decisions of the arbitrators shall be maintained in confidence to the extent legally permissible, and shall not be made public by any Party or any arbitrator without the prior written consent of the Parties, *except* as may be required by applicable laws.

20.3.7 Losses. Each Party shall bear its own costs and attorneys fees, and the Parties shall equally bear the fees, costs, and expenses of the arbitrators and the arbitration proceedings charged by the arbitrators ("**Arbitration Fees**"); *provided, however,* that (a) the filing Party shall pay any filing fees charged by the AAA; and (b) the arbitrators may exercise discretion to award costs, but not attorneys fees or Arbitration Fees, to the prevailing Party.

20.3.8 Obligations. The commencement and pendency of an arbitration under this **Section 20.3** shall not relieve either of the Parties of their respective obligations under this Agreement.

20.3.9 Limitations. A demand for arbitration shall not be made after the date when institution of legal or equitable proceedings based upon such dispute would be barred by the applicable statute of limitations or laches under the laws of the State of Illinois, and the Parties expressly waive any causes of action relating to any Dispute not brought within the period set forth therein.

20.4 Limitations. Notwithstanding **Sections 20.2** and **20.3**, nothing herein restricts the rights of either Party to seek judicial resolution and remedy of (i) any Disputes, following compliance with **Sections 20.2** and **20.3**, or (ii) any claims, disputes, controversies, or other matters in question between the Parties arising out of either Party's breach of its obligations pursuant to **Section 16** or **Section 17**.

21. Entire Agreement

This Agreement, together with the Software License Agreement, the Development Services Agreement, the Relocation Services Agreement and all Change Requests to the foregoing entered into by the Parties prior to the Amendment Effective Date, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements, negotiations and discussions between the Parties, including that Letter Agreement entered into by the Parties as of February 4, 2003.

22. Schedules and Change Requests

Each of the schedules attached hereto is a part of and incorporated into this Agreement. Each Change Request relating to the Original MSA entered into by the Parties prior to the Amendment Effective Date is a part of and is incorporated by reference into this Agreement. Unless otherwise indicated therein, all capitalized terms contained within such Change Requests and/or the schedules will have the meanings ascribed to them in the main body of this Agreement.

23. Amendments

Except as expressly provided for herein, this Agreement may be amended only by an instrument in writing signed by a duly authorized representative of each Party.

24. Binding Provisions/Third Party Beneficiaries

This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns. The Parties agree that no provision of this Agreement is intended, expressly or by implication, to purport to confer a benefit or right

of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date).

25. Assignment and Sublicensing

Except as otherwise expressly provided herein, the CBOT shall not assign, transfer or sublicense any right or obligation under this Agreement without the prior written approval of LIFFE. Notwithstanding the foregoing, the CBOT may assign this Agreement to: (a) the Electronic Chicago Board of Trade, Inc.; (b) CBOT Holdings, Inc. ("**Holdings**"); or (c) a wholly owned exchange subsidiary of Holdings, as described in the Registration Statement on Form S-4 filed by Holdings with the Securities and Exchange Commission ("**SEC**") on October 24, 2001 (the "**Registration Statement**"), as amended by Amendment No. 7 to the Registration Statement filed with the SEC on June 17, 2004 ("**Amendment No. 7**"), or any subsequent amendment thereto; *provided that* the structure of the exchange subsidiary is in a form substantially the same as that described in Amendment No. 7; and *provided further that*, in the event of any assignment permitted by this sentence, each of the CBOT and Holdings will provide to LIFFE a written guarantee of the performance of all obligations of the permitted assignee in the form of the Guaranty attached as Schedule M to the Software License Agreement. LIFFE may, in LIFFE's sole discretion, assign this Agreement and/or some or all of its rights and obligations under this Agreement to an Affiliate of LIFFE that is capable of performing the obligations of LIFFE under this Agreement.

26. Force Majeure

If the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any Force Majeure Event, that Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. In the event a Party becomes aware of a Force Majeure Event that will affect its performance under this Agreement, it shall notify the other Party as soon as reasonably practicable. The Parties shall thereafter work together to take reasonable steps to mitigate the effects of any inability to perform, if practicable.

27. Separability of Provisions

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction.

28. Waiver

The failure of a Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times hereafter.

29. Remedies Not Exclusive

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

30. Notices

Except as otherwise expressly provided herein, all notices, certifications, requests, demands, payments and other communications hereunder: (a) shall be in writing; (b) may be delivered by certified or registered mail, postage prepaid; by hand; by facsimile; or by any internationally recognized private courier; (c) shall be effective (i) if mailed, on the date ten (10) days after the date of mailing or (ii) if hand delivered, faxed, or delivered by private courier, on the date of delivery; and (d) shall be addressed as follows:

If to the CBOT:

Board of Trade of the City of Chicago, Inc.
141 West Jackson Boulevard, Suite 600-A
Chicago, Illinois 60604 U.S.A.
Attention: Carol A. Burke

If to LIFFE:

LIFFE Administration and Management
Cannon Bridge House
1 Cousin Lane
London, EC4R 3XX (England)
Attention: Company Secretary

or to such other address or addresses as may hereafter be specified by notice given by one Party to the other.

31. Announcements

Neither Party may refer to this Agreement in any publicity or advertising materials without the other Party's prior written consent.

32. Interpretation

32.1 Headings, Gender, "Including," "Control" and Person. References to sections and schedules are to sections of and schedules to this Agreement unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. The masculine gender shall include the feminine and the singular number shall include the plural, and vice versa. Any use of the word "including" will be interpreted to mean "including, but not limited to," unless otherwise indicated. Any use of the terms "controlling," "controlled by" or "under common control with" shall have a meaning consistent with the definition of "Control" set forth in **Section 1**. References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its successors in interest and permitted assigns, as applicable.

32.2 Inconsistency. In the event of any inconsistency between the terms of the main body of this Agreement and any schedule hereto, the terms of the main body of this Agreement will govern to the extent of the inconsistency.

33. Further Assurances

The Parties shall execute all such further documents and do all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

34. Governing Law

The validity and effectiveness of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Subject to **Section 20**, any legal action or proceeding with respect to this Agreement may be brought exclusively in the Federal or state courts located in Chicago, Illinois, including the United States District Court for the Northern District of Illinois. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

35. Counterparts

This Agreement may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original, and both of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.
Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Managed Services Agreement as of the Amendment Effective Date.

LIFFE ADMINISTRATION AND MANAGEMENT,
a company incorporated in England and Wales

By: _____
Name: _____
Its: _____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

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Confidential Treatment Requested by CBOT Holdings, Inc.

SCHEDULES

Schedule A – Service Targets, Service Thresholds and CBOT Electronic Exchange Parameters for Managed Services

Schedule B – Software and Documentation

Schedule C – Managed Services and Maintenance Services Governance

Schedule D – Change Control Procedures

Schedule E – Master Summary Statement of Work

Schedule F – CBOT Acceptable Use and Harassment Policy

Schedule G – Call Management Procedures

Schedule H – Uplift to Equipment

Schedule I – LIFFE Core Network Acceptable Use Policy

Schedule J – CBOT Dependencies

Schedule K – LIFFE Security Policy

Schedule L – Trademark Usage Guidelines

Schedule M – Charges

Schedule N – LIFFE Travel/Expense Policy

Schedule O – Credits and Bonuses

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SCHEDULE A

SERVICE TARGETS, SERVICE THRESHOLDS AND
CBOT ELECTRONIC EXCHANGE PARAMETERS FOR MANAGED SERVICES

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CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS INDICATED BY [**].

1. INTRODUCTION

The purpose of this document is to describe the Service Targets, Service Thresholds and CBOT Electronic Exchange Parameters applicable to the Managed Services. All times specified herein are in U.S. Central Time ("**CT**"). Times in parentheses indicate the corresponding U.K. Time, *except that* during any period in which U.K. Time and U.S. CT are not changed simultaneously, the difference between U.S. CT and U.K. Time will be altered by one hour until the point at which both U.K. Time and U.S. CT have changed.

2. SERVICES

2.1 The Managed Services

The Service Targets described below apply to the following [**]

2.1.1 [**]

2.1.2 [**]

2.2 Performance Measurements

[**]. The performance measurements for each Managed Service are comprised of a combination of the components described below.

2.2.1 Service Calendar

"**Service Calendar**" means the calendar days, measured by Central Time, during which a Managed Service (or an element of such Managed Service, where specified) is to be provided.

2.2.2 Service Day

"**Service Day**" means that time period during those days, as specified in the Service Calendar, between the (i) scheduled start time for a Managed Service (or an element of such Managed Service, where specified) and (ii) the scheduled close time for such Managed Service, as shown in **Paragraph 4**.

2.2.3 Service Time

"**Service Time**" means the scheduled availability of a Managed Service, expressed as the (i) scheduled start time of the Managed Service and (ii) scheduled close time of the Managed Service, as shown in **Paragraph 4**.

2.2.4 Service Period

"**Service Period**" means that [**] time period, agreed upon by the Parties, [**]

2.2.5 Service Target

"**Service Target**" means the targeted level of performance of a Managed Service during the applicable Service Period, as set forth in **Paragraph 4**. Each Service Target is defined within the context of one or more Service Thresholds.

2.2.6 Service Threshold

"**Service Threshold**" means that limit, agreed upon by the Parties, in respect of a Managed Service, beyond which the Service Target(s) for such Managed Service may be adversely impacted. The Service Thresholds for each applicable Managed Service are set forth in **Paragraph 4**.

2.2.7 Product

"Product" means a securities, futures, or options contract.

2.3 Review

During the thirty (30) day period commencing upon the later of (i) March 2, 2004, and (ii) the three (3) month anniversary of the latest date upon which all of the Software existing as of the Go Live Date has been made available for use by the CBOT Electronic Exchange in a real time live trading environment, the Parties shall review a proposal from the CBOT to increase the [**]; *provided that* in the event the Parties agree to increase any of the [**] as a result of such review, such modification shall not increase in any respect LIFFE's financial risk or exposure under this Agreement.

3. [**]

3.1 [**]

[**] (([**] / [**]))

3.1.1 [**]

Condition	Criteria
[**]	[**]

3.1.2 [**]

Condition	Criteria
[**]	[**]

3.1.3 [**]

Condition	Criteria
[**]	[**]

3.1.4 [**]

Condition	Criteria
[**]	[**]

3.1.5 [**]

Condition	Criteria
[**]	[**]

3.1.6 [**]

Condition	Criteria
[**]	[**]

3.2 [**]

[**]

is calculated for each Service Period as shown below:

[**] (([**] / [**]) [**]

3.2.1 [**]

Condition	**Criteria**
[**]	[**]

3.2.2 [**]

Condition	**Criteria**
[**]	[**]

3.2.3 [**]

Condition	**Criteria**
[**]	[**]

3.2.4 [**]

Condition	Criteria
[**]	[**]

3.2.5 [**]

Condition	Criteria
[**]	[**]

3.2.6 [**]

Condition	Criteria
[**]	[**]

4. [**]

4.1 [**]

[**]	***SERVICE CALENDAR***	***SERVICE TIME*** ***Service Start***	***SERVICE TIME*** ***Service Close***	***SERVICE TARGET***	***SERVICE THRESHOLD***
[**]	[**] per week (“**dpw**”) [**]	[**]	[**]	[**]	[**]
[**]		[**]			
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]		[**]	[**]		
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]

[**]	*SERVICE CALENDAR*	*SERVICE TIME* *Service Start*	*SERVICE TIME* *Service Close*	*SERVICE TARGET*	*SERVICE THRESHOLD*
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]

[**]	*SERVICE CALENDAR*	*SERVICE TIME* *Service Start*	*SERVICE TIME* *Service Close*	*SERVICE TARGET*	*SERVICE THRESHOLD*
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]

[**]	*SERVICE CALENDAR*	*SERVICE TIME Service Start*	*SERVICE TIME Service Close*	*SERVICE TARGET*	*SERVICE THRESHOLD*
[**]	[**] except U.S. bank holidays.	[**]	[**]	[**]	[**]
[**]		[**]	[**]		
[**]		[**]	[**]		

4.1.1 [**]

File	*Direction of Transmission*	*Frequency*	**[**]**	**[**]**	**[**]**
[**]	CBOT -> LIFFE	[**]	[**]	[**]	[**]
[**]	CBOT -> LIFFE	[**]	[**]	[**]	[**]

4.1.2 [**]

File	*Direction of Transmission*	*Frequency*	**[**]**	**[**]**	**[**]**
[**]	LIFFE -> CBOT	[**]	[**]	[**]	[**]

4.1.3 [**]

File	*Direction of Transmission*	*Frequency*	**[**]**	**[**]**	**[**]**
[**]	LIFFE -> CBOT	[**]	[**]	[**]	[**]

4.1.4 [**]

File	*Direction of Transmission*	*Frequency*	**[**]**	**[**]**	**[**]**
[**]	CBOT -> LIFFE	[**]	[**]	[**]	[**]
[**]	CBOT -> LIFFE	[**]	[**]	[**]	[**]
[**]	CBOT -> LIFFE	[**]	[**]	[**]	[**]

File	*Direction of Transmission*	*Frequency*	**[**]**	**[**]**	**[**]**
[**]	LIFFE -> CBOT	[**]	[**]	[**]	[**]
[**]	LIFFE -> CBOT	[**]	[**]	[**]	[**]

4.1.5 [**]

[**]	**Target Restoration Time for Services**
[**]	[**]

[**]

[**]

4.2 [**]

[**]	*SERVICE CALENDAR*	*SERVICE TIME Service Start*	*SERVICE TIME Service Close*	*SERVICE TARGET*	*SERVICE THRESHOLD*
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	
[**]	[**]	[**]	[**]	[**]	

[**]	*SERVICE CALENDAR*	*SERVICE TIME Service Start*	*SERVICE TIME Service Close*	*SERVICE TARGET*	*SERVICE THRESHOLD*
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**] except U.S. bank holidays	[**]	[**]	[**]	

5. CBOT ELECTRONIC EXCHANGE PARAMETERS

5.1 Definitions

[**]

5.2 Connections

5.2.1 [**]

5.2.2 [**]

5.2.3 [**]

5.3 Market Makers

5.3.1. [**]

5.3.2. [**]

5.4 Products

5.4.1. [**]

5.4.2. [**]

5.5 [**]

5.6 Performance and Capacity

5.6.1. [**]

5.6.2. [**]

EXECUTION

SCHEDULE B

SOFTWARE AND DOCUMENTATION

Part 1 - Software

[**]

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Part 2 – Documentation

(a) *Unrestricted Documentation*

1. LIFFE CONNECT™ Application Program Interface and Changes
2. Application Program Interface (API) Reference Manual
3. LIFFE CONNECT™ Application Program Interface Installation notes
4. How the Market Works

(b) *Restricted Documentation*

	Title	Number of Authorized Copies
1.	[**]	20
2.	[**]	20
3.	[**]	20
4.	[**]	20
5.	[**]	20
6.	[**]	20
7.	[**]	20
8.	[**]	20
9.	[**]	20
10.	[**]	20
11.	[**]	20

Part 3 – Software, Locations and Operating Systems

Software	Location	Operating System
[**]	[**]	[**]
[**]	Equipment Installation Sites	[**]
[**]	Equipment Installation Sites	Unix OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Windows Server OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Windows Server OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Windows Server OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Windows Server OS
[**]	[**]	Windows Desktop OS
[**]	Data Centre 1 and Data Centre 2	Windows Desktop OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Windows Server OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS, Windows Server OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS
[**]	Data Centre 1, Data Centre 2, Development Centre	Unix OS

EXECUTION

SCHEDULE C

MANAGED SERVICES AND MAINTENANCE SERVICES GOVERNANCE

1. Project Manager and Service Manager

1.1 Appointments. LIFFE shall appoint and inform the CBOT of the identity of a service manager to oversee the Managed Services and the Maintenance Services on a day-to-day basis ("**LIFFE's Service Manager**"). The CBOT shall appoint and inform LIFFE of the identity of CBOT's Project Manager. Each Party shall promptly notify the other Party in writing of any substitutions or replacements of LIFFE's Service Manager or CBOT's Project Manager, as applicable, and shall take all reasonable steps to minimize any potentially adverse effects of such changes.

1.2 Meetings. Following the end of each Service Period, LIFFE's Service Manager and CBOT's Project Manager will meet in person and/or conference telephonically, as the Parties may agree ("**Service Review**"), at least once a month (i) to review the Managed Services and the Maintenance Services and discuss the day-to-day operational issues arising from the provision of such Services by LIFFE, including any management or financial issues relating to the Managed Services or the Maintenance Services, and Change Requests; and (ii) to compare (x) the actual Managed Services provided during the Service Period immediately preceding the date of the meeting to (y) the Service Targets for such Service Period. LIFFE shall, in consultation with the CBOT, prepare (a) a report regarding such comparison of the Managed Services to the Service Targets (a "**Service Report**"); and (b) minutes of the Service Review meeting.

1.3 Service Review. If the reviews conducted pursuant to **Paragraph 1.2** above indicate either that (a) a Service Threshold or CBOT Electronic Exchange Parameter in respect of one of the Managed Services was exceeded during the relevant Service Period or (b) a Service Target was not met during the Service Period, LIFFE's Service Manager will initiate a further service review with CBOT's Project Manager to establish an appropriate course of action in relation to the exceeded Service Threshold and/or CBOT Electronic Exchange Parameter, and/or missed Service Target. Such courses of action may include:

(i) Renegotiation of the relevant Service Threshold and/or Service Target;

(ii) No action; or

(iii) Changes implemented by LIFFE and/or the CBOT.

1.4 Escalation. LIFFE's Service Manager and CBOT's Project Manager shall, as promptly as reasonably practicable, escalate to the Governance Committee any issues LIFFE's Service Manager and CBOT's Project Manager are unable to resolve between them.

1.5 Reports.

(a) Service Reports. The Interim Service Reports and the Service Reports shall be prepared by LIFFE, in consultation with the CBOT, as set forth in accordance with **Paragraph 1.2** above.

(b) Reports for Governance Committee. CBOT's Project Manager and LIFFE's Service Manager shall work together to prepare reports relating to (i) any issue requiring escalation to the Governance Committee in accordance with **Paragraph 1.4** above, and (ii) any other matters the Parties wish to present to the Governance Committee, including, for example, Market Participant issues relating to the Managed Services or the Maintenance Services and overviews of LIFFE's performance of the Managed Services (the Interim Service Reports, the Service Reports, and such other reports prepared pursuant to this **Paragraph 1.5(b)**, collectively, the "**Reports**").

2. The Governance Committee

2.1 Composition of Committee. In accordance with such terms as the Parties agree upon, the Parties shall establish a "Governance Committee." LIFFE's Service Manager and the CBOT's Project Manager shall co-chair the Governance Committee. Constitution of the remaining members of the Governance Committee shall be as agreed upon by the Parties.

2.2 Objectives. The objective of the Governance Committee is to act as a forum for each Party to raise and address any operational issues that may arise with respect to the Managed Services or the Maintenance Services, including (a) issues that have not been resolved between CBOT's Project Manager and LIFFE's Service Manager; (b) Change Requests regarding the Managed Services or the Maintenance Services; (c) Market Participant issues relating to the Managed Services or the Maintenance Services; and (d) an overview of LIFFE's performance of the Managed Services and the Maintenance Services.

2.3 Meetings. The Governance Committee shall meet in person and/or conference telephonically, as the Parties may agree, at least monthly. Meetings of the Governance Committee may be called upon reasonable notice by either Party. The agenda for the monthly meetings shall include the following:

(i) Managed Services performance levels during the preceding month and, in particular, conformity with the Service Targets;

(ii) Progress of Change Requests regarding the Managed Services or the Maintenance Services; and

(iii) Any relevant Market Participant issues arising during the preceding month.

2.4 Reports. At any meeting of the Governance Committee, the Parties may present (a) Change Requests under consideration pursuant to the Change Control Procedures and (b) any Reports; *provided that* such Change Requests and/or Reports have been distributed to each Governance Committee member prior to such meeting.

EXECUTION

SCHEDULE D

CHANGE CONTROL PROCEDURES

1. OVERVIEW

The change control procedures set forth herein and diagrammed in chart form in Appendix 1 to this Schedule D, shall be used whenever the CBOT or LIFFE has a requirement to change any component of the Services.

The individual designated by LIFFE to handle the day-to-day management of Change Requests and/or Summary Statements of Work on behalf of LIFFE ("**LIFFE's Project Manager**") will be the principal contact at LIFFE regarding the change control procedures and will serve as the administrator of the Change Control Procedures. The representative of the Party requesting the change will be referred to herein as the "**Change Requester**."

2. PROCEDURES

2.1 SUBMIT CHANGE REQUEST

(a) To initiate the change control process, the Change Requester must set forth on a Change Request Form, a copy of which is attached as Appendix 2 to this Schedule D: (i) the name of the Party requesting the change, (ii) the Change Requester's name, (iii) the date of the request, (iv) a description of the desired change, (v) the designated priority of such change (i.e., high, normal or low) and (vi) the reason(s) for requesting the change.

(b) The Change Requester must then send the Change Request Form to LIFFE's Project Manager.

(c) LIFFE's Project Manager will, within twenty-four (24) hours of receipt of the Change Request Form, acknowledge such receipt by (i) issuing a number to correspond with the Change Request Form; (ii) noting on the Change Request Form the date of receipt of the Change Request Form, the name of LIFFE's Project Manager, the Change Request Form number issued, and the date of issuance of such number; and (iii) signing and dating the appropriate portion of the Form. LIFFE's Project Manager will then (x) send to the Change Requester and, if the Party requesting the change is LIFFE, to the CBOT's Project Manager, a copy of the acknowledged Change Request Form and (y) record on the Change Request Form the date such acknowledged Change Request Form was sent.

2.2 PRELIMINARY REVIEW OF CHANGE REQUEST

Following acknowledgment of receipt of the Change Request Form, LIFFE's Project Manager will undertake a preliminary review of the Change Request Form to ensure that the Change Requester has provided the requisite details. If LIFFE's Project Manager, in his or her reasonable judgment, determines that the information provided is insufficient, LIFFE's Project Manager will contact the Change Requester to request additional information. This cycle will continue until (i) the requested information is provided or (ii) the Parties agree to file the Change Request Form and close the matter accordingly. LIFFE's Project Manager will not proceed with further assessment of the change request until and unless such additional information is obtained. If LIFFE's Project Manager disagrees with the priority of the requested change designated on the Change Request Form, LIFFE's Project Manager and CBOT's Project Manager shall review and discuss the nature of the requested change and agree upon the priority for such change.

2.3 DETERMINATION OF WHETHER AN INITIAL ASSESSMENT IS TO BE CONDUCTED

(a) Once LIFFE's Project Manager determines a Change Request Form provides sufficient information and the portions of the Change Request Form noted above have been completed, LIFFE's Project Manager will, within (i) ten (10) Business Days, for a low priority change, (ii) four (4) Business Days, for a normal priority change, or (iii) two (2) Business Days, for a high priority change, thereafter contact the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, to discuss (i) whether an initial assessment of the change request is to be undertaken and (ii) the date by which any initial assessment should be completed.

(b) If LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, agree that no initial assessment of the change request is to be undertaken, LIFFE's Project Manager will file the Change Request Form and close the matter accordingly.

(c) In the circumstance where more than one initial assessment has been undertaken for a particular change request, the Parties may agree to halt the process of assessing the change request, in which case LIFFE's Project Manager will file the Change Request Form and close the matter accordingly.

(d) [**]

(e) [**]

2.4 INITIAL ASSESSMENT

(a) If LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, agree that an initial assessment is to be undertaken, LIFFE's Project Manager will, unless otherwise agreed, commence such initial assessment within (i) ten (10) Business Days, for a low priority change, (ii) four (4) Business Days, for a normal priority change, or (iii) two (2) Business Days, for a high priority change, thereafter and shall use reasonable efforts to complete the initial assessment by the agreed upon completion date.

(b) As applicable to the particular change request, [**]:

(c) The Party requesting the change shall use reasonable efforts to ensure that the Change Requester and other appropriate personnel are available to provide to LIFFE's Project Manager information or other input or assistance relating to the initial assessment.

2.5 ACCEPTANCE OF INITIAL ASSESSMENT

(a) Once an initial assessment has been completed, LIFFE's Project Manager will attach to the relevant Change Request Form a copy of any written results of the initial assessment and provide to the Change Requester and, if the Party requesting the change is LIFFE, the CBOT's Project Manager a copy of such results. LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, will then discuss the results of the assessment and determine (i) whether to accept or reject the initial assessment and (ii) if the initial assessment is rejected, whether to file the Change Request Form and close the matter or to continue performing the initial assessment.

(b) If the initial assessment is rejected and no further work on the initial assessment is to be undertaken, LIFFE's Project Manager will file the Change Request Form and close the matter accordingly.

(c) If the initial assessment is rejected and it is agreed that additional work on the initial assessment is to be conducted, LIFFE's Project Manager and Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, will agree upon a revised date of completion of the initial assessment and LIFFE's Project Manager will carry out such further work and repeat the applicable procedures set out in **Paragraphs 2.4(b)** and **2.5(a)**. This cycle will continue until LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, either (i) agree to the initial assessment and senior representatives of each Party have executed the appropriate section of the Change Request Form, or (ii) agree to file the Change Request Form and close the matter accordingly.

2.6 DETAILED PLAN

(a) If LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, agree to the initial assessment, then senior representatives of each Party will indicate such acceptance on the Change Request Form by signing the appropriate section of the Change Request Form.

(b) LIFFE's Project Manager will then coordinate the production of a "detailed plan" for the requested change and shall use reasonable efforts to complete the "detailed plan" by the agreed upon completion date. Each such "detailed plan" will include (i) an estimated schedule for implementation of the change requested, and (ii) the Charges which would be associated with implementation of the requested change.

(c) The Parties shall use reasonable efforts to ensure that appropriate personnel are available to provide to LIFFE's Project Manager information or other input or assistance relating to creation of the detailed plan.

2.7 ACCEPTANCE OF DETAILED PLAN

(a) Once the detailed plan has been completed, LIFFE's Project Manager will attach to the relevant Change Request Form a copy of the detailed plan and provide to the Change Requester and, if the Party requesting the change is LIFFE, the CBOT's Project Manager a copy of such detailed plan. Thereafter, LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, will review the completed detailed plan and determine (i) whether to accept or reject the detailed plan and (ii) if the detailed plan is rejected, whether to file the Change Request Form and close the matter or to continue working on the detailed plan.

(b) If the detailed plan is rejected and no further work on the detailed plan is to be undertaken, LIFFE's Project Manager will file the Change Request Form and close the matter accordingly.

(c) If the detailed plan is rejected and it is agreed that additional work on the detailed plan is to be conducted, LIFFE's Project Manager will carry out such further work and repeat the applicable procedures set forth in **Paragraphs 2.6(b)** and **2.7(a)**. This cycle will continue until LIFFE's Project Manager and the Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, accept the detailed plan or agree to file the Change Request Form and close the matter accordingly.

2.8 IMPLEMENT SOLUTION

(a) If LIFFE's Project Manager and Change Requester and/or, if the Party requesting the change is LIFFE, the CBOT's Project Manager, agree to accept the detailed plan, then senior representatives of each Party (i) will indicate acceptance of the change requested and the detailed plan by signing the appropriate section of the Change Request Form and (ii) LIFFE's Project Manager will coordinate the implementation of the change requested as per the detailed plan.

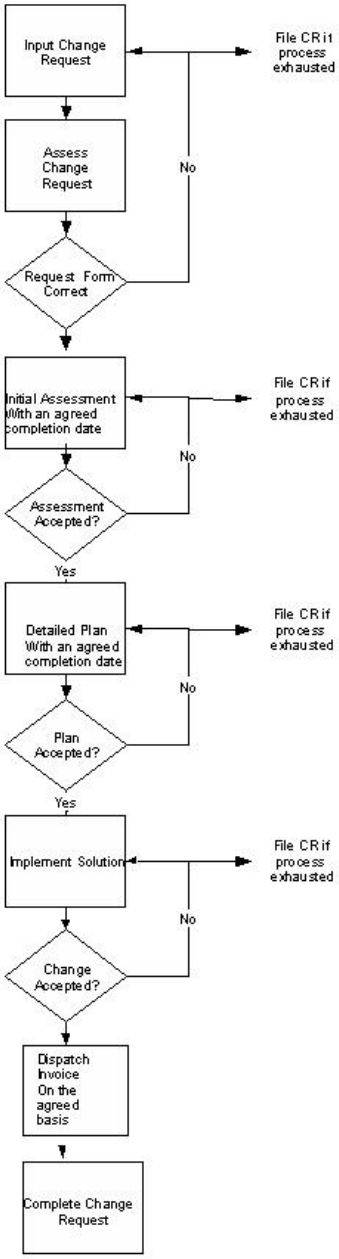
(b) The Parties shall use reasonable efforts to ensure that appropriate personnel are available to provide assistance with implementing the change requested as per the detailed plan.

(c) LIFFE's Project Manager will periodically provide to the Parties a report of the current status of the implementation of the change requested.

2.9 COMPLETE CHANGE REQUEST

(a) Once implementation has been completed, senior representatives of the Parties will each so indicate by signing the appropriate section of the Change Request Form.

(b) LIFFE's Project Manager will thereafter (i) arrange for an invoice to be sent to the CBOT for any Charges associated with the build, test, and/or implementation as appropriate of the requested change and (ii) file the completed, and fully executed, Change Request Form.



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Appendix 2 to Schedule D

Change Request Form

Change No. **Request**

Change Requester Details & Authorization

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Name of Change Requester: _____

Date of Request: __/__/_____

Party Requesting Change:

[All dates required to be set out in this Change Request Form must be in the format dd-mmm-yyyy e.g 29 Jan 2003.]

_____ LIFFE

_____ CBOT

Priority of Change Requested:

_____ high

_____ normal

_____ low

Description of Change

Continued on separate sheet - YES/NO

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Reason for Requested Change

Continued on separate sheet - YES/NO

Change Request Logged by LIFFE's Project Manager

Change Request Number Issued: _____

Date Request Received:__ /__ /_____ Date Number Issued:__/__/_____

Acknowledgement Sent: __/__/_____

Name of the CBOT's Project Manager *[If LIFFE is the Party requesting the Change]:* _____

Name of LIFFE's Project Manager: _____

Signature of LIFFE's Project Manager:_____

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Initial Assessment Completed *(A copy of the written results of the initial assessment is to be attached.)*

Agreed Initial Assessment Completion Date __/__/_____

Initial Assessment Accepted

[To be signed by senior representatives of each Party.]

Each of the signatories below hereby represents that he or she is authorized to agree to the initial assessment on behalf of the entity for which he or she has signed.

LIFFE:

Name: _____ Signature: _____

Date: __/__/_____

CBOT:

Name: _____ Signature: _____

Date: __/__/_____

Detailed Plan Completed *(A copy of the written results of the initial assessment is to be attached.)*

Agreed Detailed Plan Completion Date __/__/_____

Detailed Plan Agreed; Implementation to Commence

[To be signed by senior representatives of each Party.]

Each of the signatories below hereby represents that he or she is authorized to accept the detailed plan and this Change Request Form on behalf of the entity for which he or she has signed.

LIFFE:

Name: _____ Signature: _____

Date: __/__/_____

CBOT:

Name: _____ Signature: _____

Date: __/__/_____

Change Request Agreed

[To be signed by senior representatives of each Party.]

Each of the signatories below hereby represents that he or she is authorized to accept the detailed plan and this Change Request Form on behalf of the entity for which he or she has signed.

LIFFE:

Name: _____ Signature: _____

Date: __/__/_____

CBOT:

Name: _____ Signature: _____

Date: __/__/_____

EXECUTION

SCHEDULE E

MASTER SUMMARY STATEMENT OF WORK

This Master Summary Statement of Work (this "**SSOW**"), dated as of the last date signed below (the "**SSOW Execution Date**") is between LIFFE ADMINISTRATION AND MANAGEMENT, a company incorporated in England and Wales ("**LIFFE**"), and BOARD OF TRADE OF THE CITY OF CHICAGO, INC., a Delaware corporation (the "**CBOT**").

This SSOW, including all Change Requests attached as Appendix A hereto, shall be incorporated by reference into the Managed Services Agreement between the Parties, dated as of May 1, 2003 (the "**MSA**"), and is subject to the terms and conditions of the MSA. Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions

If used in this SSOW, the following expressions shall mean, respectively:

"**Accepted**" means issuance by the CBOT of an Acceptance Certificate in relation to the Software Change.

"**Acceptance Criteria**" means the criteria derived from the Software Change Specifications that must be met by the Software Change in order to pass the relevant Acceptance Test.

"**Acceptance Test**" means a test comprised of the Acceptance Criteria, Test Cases and Test Data, and carried out in accordance with the relevant Test Plan and **Paragraph 3**.

"**Acceptance Testing**" shall have the meaning set forth in **Paragraph 2.2(c)**.

"**Catch Up Period**" shall have the meaning set forth in **Paragraph 2.3.2**.

"**CBOT Defect**" shall have the meaning set forth in **Paragraph 3.3.2.2**.

"**CBOT Deliverables**" means any and all software, documentation, or other deliverables required to be provided by the CBOT pursuant to this SSOW.

"**CBOT Software**" shall have the meaning set forth in **Paragraph 3.1**.

"**Documentation**" means any operating manuals, user instructions, technical literature, and other documentation supplied by LIFFE to the CBOT for the purposes of assisting the CBOT's use of and/or access to the Software Change and incorporation of the Software Change into the Trading System.

"**Evidence**" means evidence of a defect in the Software Change, including the date the defect is detected; the environment (test or production) in which the defect occurred; the business impact of the defect; component or subsystem – with the version number in which the defect is detected; the transaction being executed upon detection of the defect; the screen name if the defect can be evidenced by an online component; any inputs (including Standing Data) evidencing the defect;

expected outputs/behavior; outputs (such as messages and message logs) evidencing the defect; whether the market mode at the time of the defect is repeatable (yes/no); any stack trace and core dumps evidencing the defect; the scenario that caused the failure (to be in a step by step format); the settings of the user defined fields within the application (price limit values, etc.); and any information, logs or traces evidencing the defect which are generated by any third party application.

"**Final Acceptance Certificate**" means a certificate issued by the CBOT in accordance with **Paragraph 3.4**, which certificate acknowledges that the Software Change is ready to be made available for use in a real time live trading environment, and may note any subsequent obligations agreed by the Parties.

"**Initial Acceptance Certificate**" means a certificate issued by the CBOT in accordance with **Paragraph 3.3.3**.

"**Integration Testing**" shall have the meaning set forth in **Paragraph 2.2(d)**.

"**Key Milestones**" shall have the meaning set forth in **Paragraph 2.3.1**.

"**Material Defect**" means a defect which results in a failure of the key functionality of the Software Change to materially conform to the Software Change Specifications. For the avoidance of doubt, "Material Defect" shall not include any failures of a cosmetic or trivial nature, failures which do not materially impact upon the use of the Trading System, including the Software Change, or failures with respect to which a viable workaround has been identified.

"**Milestones**" shall have the meaning set forth in **Paragraph 2.3**.

"**MSA**" shall have the meaning set forth above.

"**Program Services Deliverables**" means any and all Software Change, documentation, or other deliverables required to be provided by LIFFE pursuant to this SSOW.

"**Project Manager**" means that individual responsible on behalf of LIFFE or the CBOT, as applicable, for the day to day management of the Program Services.

"**Simulations**" shall have the meaning set forth in **Paragraph 2.2(e)**.

"**Software Change Specifications**" means any specifications for the Software Change agreed upon by the Parties and set forth in Appendix A.

"**SSOW**" shall have the meaning set forth above.

"**SSOW Effective Date**" shall have the meaning set forth above.

"**SSOW Go Live Date**" means the earliest date, agreed by the Parties, upon which any Software Change delivered by LIFFE under this SSOW is made available for use in a real time live trading environment.

"**System Testing**" shall have the meaning set forth in **Paragraph 2.2(a)**.

"**Test Cases**" means those scripted tests used to verify Test Data.

"**Test Data**" means a set of input values or conditions and results in either value form or condition form, to verify that the performance of the Software Change materially conforms to the Software Change Specifications.

"**Test Material**" means, collectively, Acceptance Criteria, Test Cases, Test Data and Test Plans.

"**Test Plans**" means one or more documents setting out the procedures (including the detailed timing) for each Acceptance Test, based on the Acceptance Criteria.

2. Services

2.1 Overview. LIFFE shall use reasonable efforts to provide to the CBOT the Program Services set forth in Change Request(s) attached as Appendix A, in accordance with the terms of such Appendix A, this SSOW and the remaining portions of the MSA. Any requests by either Party for material changes to the nature or scope of the Program Services to be delivered under this SSOW must be made in accordance with the Change Control Procedures. Appendix A shall (a) set forth any Software Change Specifications; (b) specify any locations agreed upon by the Parties to which such Software Change is to be delivered or at which it is to be installed; and (c) specify the operating system(s) on which the Software Change may be used.

2.2 Software Development Services. Unless otherwise specified in Appendix A, the Program Services to be delivered under this SSOW shall include the following:

(a) testing of the Software Change, prior to releasing such Software Change to the CBOT for any Acceptance Testing to be conducted under this SSOW, in order to ascertain whether the Software Change materially conforms to any Software Change Specifications ("**System Testing**");

(b) physical delivery of the Software Change and any related Documentation LIFFE has agreed to provide to, and installation of the Software Change at such location(s) as may be agreed upon by the Parties;

(c) assisting the CBOT with Acceptance Testing of the Software Change, in accordance with the procedures set forth in **Paragraph 3** ("**Acceptance Testing**");

(d) assisting the CBOT with testing whether individual and collective components of CBOT Technology conform with the Software Change (or any interface components thereof), and whether any interface components of the Software Change perform in accordance with the Software Change Specifications in accordance with the procedures set forth in **Paragraph 3** ("**Integration Testing**"); and

(e) assisting the CBOT with simulations of the CBOT Electronic Exchange utilizing the Software Change ("**Simulations**").

2.3 Milestones. Any milestones in respect of the Program Services agreed upon by the Parties shall be set out in Appendix A (the "**Milestones**"). LIFFE shall use reasonable efforts to meet any such Milestones, and shall have at its disposal the resources necessary to meet such Milestones. The CBOT acknowledges that (a) such Milestones are goals, not guarantees; and (b) LIFFE's ability to meet such Milestones (i) is contingent upon the CBOT's compliance with its applicable obligations under the MSA, including the CBOT's obligations under Section 11 of the MSA and this SSOW; and (ii) may be affected by the CBOT's initiation of a further Change

Request resulting in modification of the nature or scope of the Program Services and any reinstatement of the Program Services following suspension of the Program Services pursuant to Section 10.5 of the MSA.

2.3.1 Key Milestone Likely Not To Be Met. In the event that Appendix A identifies any key Milestones pertaining to the Program Services ("**Key Milestones**") and LIFFE reasonably anticipates that any such Key Milestones may not be met, then LIFFE shall notify the CBOT promptly of the potential delay, and shall inform the CBOT of LIFFE's basis for such determination. Thereafter, (a) the Parties shall cooperate to identify resources, and to devise and carry out measures, to facilitate the prompt completion of the Program Services associated with such Key Milestone, and (b) LIFFE's Project Manager shall report on a daily basis to the CBOT's Project Manager LIFFE's progress in endeavoring to meet the Key Milestone.

2.3.2 Missed Key Milestone. In the event that any Key Milestone is not met, LIFFE shall promptly notify the CBOT of the missed Key Milestone. Thereafter, (a) the Director of Global Programme Delivery, LIFFE Market Solutions shall report on a daily basis to a representative of the CBOT at an equivalent level LIFFE's progress towards the completion of the Program Services associated with such Key Milestone; and (b) the Parties shall (i) continue to carry out any measures devised in accordance with **Paragraph 2.3.1** or, if no such measures have been devised, cooperate to identify resources, and to devise and carry out measures, to facilitate the prompt completion of the Program Services associated with the missed Key Milestone; (ii) cooperate to identify resources, and to devise and carry out measures, to mitigate the impact upon future Milestones of missing such Key Milestone; and (iii) agree, in advance of carrying out any further endeavors to complete the Program Services associated with the Key Milestone, [**] associated with the missed Key Milestone during the period between the Key Milestone and the date of completion of the Program Services associated with such Key Milestone (the "**Catch Up Period**"); *provided, however*, that (x) [**]in the event the delay in meeting the Key Milestone is a result of the CBOT's failure to fulfill any of its obligations under this SSOW or other portions of the MSA; and (y) if the services associated with the missed Key Milestone are solely the responsibility of LIFFE, [**]during the Catch Up Period. Once the Program Services associated with the Key Milestone have been completed, LIFFE shall notify the CBOT of the date of completion of such Program Services.

2.3.3 [**]. In the event that any Key Milestone is not met, with respect to Charges for all Program Services performed by LIFFE during the Catch Up Period, the CBOT may, at its option and upon written notice to LIFFE, [**]the Payment Date for such Charges; *provided, however*, that no [**] pursuant to this **Paragraph 2.3.3** shall be made in the event the delay in meeting the Key Milestone is a result of the CBOT's failure to fulfill any of its obligations under this SSOW or other applicable portions of the MSA, including its obligations under Section 11 of the MSA. Notwithstanding the foregoing, the Parties agree that, upon the SSOW Go Live Date, all Program Services associated with Key Milestones will be deemed to have been completed.

2.3.4 Disputes. In the event of any Dispute with respect to the foregoing **Paragraphs 2.3.1 to 2.3.3**, the Parties shall address such Dispute in accordance with Section 19 of the MSA.

2.4 Progress Reports. LIFFE shall provide the CBOT written reports regarding the status of LIFFE's performance of the Program Services, at intervals to be agreed upon by the Parties.

3. Acceptance Testing

3.1 System Testing. Acceptance testing shall not commence until (a) LIFFE has notified the CBOT in writing that LIFFE has reasonably determined that the Software Change materially conforms to the Software Change Specifications and (b) the CBOT has notified LIFFE in writing that the CBOT has reasonably determined that CBOT Deliverables comprising software (the "**CBOT Software**") materially conforms to the CBOT's specifications for such CBOT Software and any Interfaces specifications identified on Appendix A. Between delivery of such notice to the other Party and the CBOT's issuance of the Initial Acceptance Certificate, (i) LIFFE shall endeavor to provide the CBOT written notice of any modifications of the Software Change, and (ii) the CBOT shall endeavor to provide LIFFE written notice of any modifications to the CBOT Software.

3.2 Preparation. Unless otherwise specified in Appendix A, Acceptance Testing will consist of two phases: Integration Testing and Simulations. By no later than the applicable Milestones, or such dates as are otherwise agreed upon by the Parties, the CBOT shall, in consultation with LIFFE, prepare and submit to LIFFE Acceptance Criteria, Test Cases, Test Data, and Test Plans in respect of the Software Change, suitable to demonstrate that such Software Change can be integrated with the Software (as defined in the MSA) and that the Software Change materially conforms to the applicable portions of the Software Change Specifications. LIFFE shall review each such submission and shall notify the CBOT of its objections or concerns with the submission. The CBOT shall cooperate in good faith to modify the Test Material to address LIFFE's reasonable objections and create mutually acceptable Test Material.

3.3 Integration Testing.

3.3.1 Notification. Unless otherwise specified in Appendix A, commencing upon any relevant Milestone set forth in Appendix A or upon any alternative date agreed upon by the Parties, the CBOT shall, with LIFFE's reasonable assistance, carry out Integration Testing at LIFFE's offices in London and the CBOT's facilities in Chicago, or elsewhere as the Parties may deem most appropriate to facilitate acceptance testing and to meet any relevant Milestones.

3.3.2 Suspected Defects.

3.3.2.1 *Material Defects*. If a Material Defect is suspected, (a) the CBOT shall, immediately upon becoming aware of such suspected Material Defect, provide LIFFE's Project Manager written notice of such suspected Material Defect, together with all Evidence of such suspected Material Defect reasonably available to the CBOT, and (b) at LIFFE's request, the Parties shall re-perform the relevant Integration Testing and present the results thereof to each Party's Project Manager. If the Parties agree that Integration Testing has revealed a Material Defect, the Parties shall document the nature of the Material

Defect identified by the Integration Testing. As soon as reasonably practicable thereafter, (i) LIFFE shall use reasonable efforts to remedy the Material Defect and shall notify the CBOT's Project Manager once LIFFE reasonably believes the Material Defect has been remedied; and (ii) the Parties shall repeat the Integration Testing, in whole or in part as necessary, to confirm that such Material Defect has been remedied. If such initial efforts to remedy the Material Defect prove unsuccessful, this cycle shall be repeated until (x) Integration Testing results reveal no Material Defects or (y) the CBOT otherwise agrees to issue an Initial Acceptance Certificate, and the CBOT shall not incur any Charges for Services in respect of such repeated cycle(s) in the event that the need to repeat such cycle is due to LIFFE's failure to remedy the Material Defect.

3.3.2.2 *CBOT Defects*. If Integration Testing reveals a defect in the CBOT Software (a "**CBOT Defect**"), the Parties shall document the nature of the CBOT Defect identified by the Integration Testing and provide to the CBOT's Project Manager any evidence of the CBOT Defect discovered during Integration Testing. As soon as reasonably practicable thereafter, unless otherwise agreed by the Parties, (i) the CBOT shall use reasonable efforts to remedy the CBOT Defect and shall notify LIFFE's Project Manager once the CBOT reasonably believes the CBOT Defect has been remedied; and (ii) the Parties shall repeat the Integration Testing, in whole or in part as necessary, to confirm that such CBOT Defect has been remedied. If such efforts to remedy the CBOT Defect prove unsuccessful, this cycle shall be repeated until Integration Testing results reveal no CBOT Defects.

3.3.3 Initial Acceptance Certificate. Unless otherwise specified in Appendix A, once all of the Software Change has completed Integration Testing successfully, the CBOT shall promptly sign and deliver to LIFFE's Project Manager an Initial Acceptance Certificate, which shall evidence the CBOT's Acceptance of the Software Change. Following the delivery of the Initial Acceptance Certificate and subject to the terms thereof, no modifications, other than such configuration changes as are agreed upon by the Parties and may be necessary for purposes of carrying out the Simulations and/or for making the Software Change and the CBOT Software available for trading in a real time live trading environment, shall be made to the Software Change or the CBOT Software prior to the SSOW Go Live Date, without the written consent of the Parties.

3.4 Simulations.

3.4.1 Notification. Unless otherwise specified in Appendix A, following issuance of the Initial Acceptance Certificate and in accordance with any relevant Milestone, the CBOT shall, with LIFFE's reasonable assistance, carry out Simulations.

3.4.2 Suspected Defects.

3.4.2.1 Material Defects. If a Material Defect is suspected, (a) the CBOT shall, immediately upon becoming aware of such suspected Material Defect, provide LIFFE's Project Manager written notice of such suspected Material Defect, together with all Evidence of such suspected Material Defect reasonably available to the CBOT, and (b) at LIFFE's request, the Parties shall re-perform the relevant Simulation and present the results thereof to each Party's Project Manager. If the Parties agree that a Simulation has revealed a Material Defect, the Parties shall document the nature of the Material Defect identified by the Simulation. As soon as reasonably practicable thereafter, (i) LIFFE shall use reasonable efforts

to remedy the Material Defect and shall notify the CBOT's Project Manager once LIFFE reasonably believes the Material Defect has been remedied; and (ii) the Parties shall repeat the Simulation, in whole or in part as necessary, to confirm that such Material Defect has been remedied. If such initial efforts to remedy the Material Defect prove unsuccessful, this cycle shall be repeated until (x) Simulation results reveal no Material Defects or (y) the CBOT otherwise agrees to issue a Final Acceptance Certificate, and the CBOT shall not incur any Charges for Services in respect of such repeated cycle(s) in the event that the need to repeat such cycle is due to LIFFE's failure to remedy the Material Defect.

3.4.2.2 CBOT Defects. If a Simulation reveals a CBOT Defect, the Parties shall document the nature of the CBOT Defect identified by the Simulation and provide to CBOT's Project Manager any Evidence of the CBOT Defect discovered during Simulation. As soon as reasonably practicable thereafter, (i) the CBOT shall use reasonable efforts to remedy the CBOT Defect and shall notify LIFFE's Project Manager once the CBOT reasonably believes the CBOT Defect has been remedied; and (ii) the Parties shall repeat the Simulation, in whole or in part as necessary, to confirm that such CBOT Defect has been remedied. If such efforts to remedy the CBOT Defect prove unsuccessful, this cycle shall be repeated until Simulation results reveal no CBOT Defects.

3.4.3 Final Acceptance Certificate. Unless otherwise specified in Appendix A, once the Software Change has completed Simulations successfully, the CBOT shall promptly sign and deliver to LIFFE's Project Manager a Final Acceptance Certificate. Following the delivery of the Final Acceptance Certificate and subject to the terms thereof, no modifications, other than such configuration changes as are agreed upon by the Parties and may be necessary for purposes of making the Software Change and the CBOT Software available for trading in a real time live trading environment, shall be made to the Software Change or the CBOT Software prior to the SSOW Go Live Date, without the written consent of the Parties.

3.5 SSOW Go Live Date. Notwithstanding any provision to the contrary herein, unless otherwise specified in Appendix A, the Software Change will not be made available for use in a real time live trading environment until and unless the CBOT has delivered to LIFFE's Project Manager an executed Final Acceptance Certificate in accordance with **Paragraph 3.4.3**.

3.6 Disputes. Any Dispute relating to Acceptance Testing shall be addressed in accordance with the dispute resolution procedures set forth in Section 19 of the MSA.

3.7 Acceptance. All Software Change that has been Accepted pursuant to the terms of this SSOW shall be deemed "Software" within the meaning of the MSA.

4. CBOT's Dependencies

In addition to all other obligations of the CBOT set forth in this SSOW and other portions of the MSA, the CBOT shall comply with those dependencies set forth in Appendix A.

5. Project Managers

5.1 Appointments. Each Party shall appoint and inform the other Party of the identity of a Project Manager to serve as the primary points of contact between LIFFE and the CBOT with respect to the Program Services to be delivered under this SSOW.

5.2 Substitutions. Each Party shall promptly notify the other in writing of any substitutions for or replacements of such individuals appointed in accordance with **Paragraph 5.1**, as applicable, and shall take all reasonable steps to minimize any potential adverse effects of such changes.

6. Charges

In consideration for LIFFE's performance of the Program Services hereunder, the CBOT shall pay to LIFFE the Program Services Charges, in accordance with Section 10 and Schedule M of the MSA.

7. Term.

The term of this SSOW will commence upon the SSOW Effective Date and will continue until the (a) completion of the Program Services or (b) the expiration or termination of the MSA, unless otherwise agreed by the Parties.

8. Proprietary Rights

In accordance with Section 14 of the MSA, as between the CBOT and LIFFE, all rights, title and interest in and to all Program Services Deliverables and other materials provided by LIFFE under this SSOW, including all copyrights, trademarks, patents, trade secrets and other intellectual property inherent in the foregoing or appurtenant thereto, shall be and remain vested in LIFFE (or LIFFE's Affiliates, suppliers or licensors, as applicable).

[Remainder of page intentionally left blank.
Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Master Summary Statement of Work as of the SSOW Effective Date.

LIFFE ADMINISTRATION AND MANAGEMENT, a company incorporated in England and Wales

By: _____
Name: _____
Its: _____
Date: _____

BOARD OF TRADE OF THE CITY OF CHICAGO, INC., a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

Confidential Treatment Requested by CBOT Holdings, Inc.

Appendix A

[Change Request(s)]

Highlighted Text Indicates Confidential Portions

EXECUTION

SCHEDULE F

CBOT'S ACCEPTABLE USE AND HARASSMENT POLICIES

Chicago Board of Trade
Information Security Program Management

Acceptable Use Policy

Requirements
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Chicago Board of Trade
Information Security Program Management

Acceptable Use Policy

General Policy

Chicago Board of Trade (CBOT®) requires that the use of the computing systems and facilities located at, or operated by, the Chicago Board of Trade (CBOT) will be conducted in an effective, efficient, ethical, and lawful manner.

This Acceptable Use Policy (referred to as "Policy") supersedes any and all prior policies relating to the subject matter contained herein. The CBOT reserves the right to change or supplement this Policy at any time.

Purpose

The Chicago Board of Trade's Acceptable Use Policy is intended to assure that the use of the computing systems and facilities located at, or operated by, the Chicago Board of Trade (CBOT) is conducted in an effective, efficient, ethical, and lawful manner.

Applicability

This policy applies to all Chicago Board of Trade systems users of the computing systems and facilities located at, or operated by, the Chicago Board of Trade (CBOT).

Key Definitions

CBOT Computing Systems and Facilities - Any system including but not limited to individual desktop and laptop computers, file and network servers, networks, floppy disks, magnetic tapes, CDROM devices, telecommunications systems, or other computing and storage devices provided or supported by any CBOT division. Throughout the Policy, the CBOT's Computing Systems and Facilities are collectively referred to as "CBOT Systems".

Use - The use of data/programs stored on CBOT Systems.

User - The person granted an account or accounts on CBOT Systems in order to perform work in support of a CBOT program or project. A user may be an employee, temporary help, contractor, consultant, or third party with whom special arrangements have been made.

Note: The terms *user*, *worker*, and *employee* are all used to represent a full-time employee, part-time employee, temporary help, contractor, consultant, or third party that has special arrangements that give telecommuting access to CBOT systems.

Responsibility for Implementing the Policy

Managers of all the Chicago Board of Trade systems users of the computing systems and facilities located at, or operated by, the Chicago Board of Trade (CBOT) are responsible for assuring that the use of these computing systems and facilities is conducted in an effective, efficient, ethical, and lawful manner.

Requirements

1. **User Responsibilities The following requirements govern User Responsibilities:**

1.1 CBOT Systems are owned by CBOT and are operated by CBOT employees, consultants, and other third parties such as temporary workers and are to be used for authorized CBOT purposes only. Users are authorized to prepare and store incidental personal data on CBOT systems provided that such usage does not interfere with or affect the user's performance or violate the law or any CBOT standards of conduct. The CBOT assumes no liability for loss, damage, disclosure or misuse of any such incidental personal data stored on CBOT Systems.

1.2 Users are responsible for protecting any information used and/or stored within their CBOT accounts in accordance with the CBOT Information Security Policies and Standards.

1.3 Users are required to report any weaknesses in CBOT Systems and any incidents of possible misuse or violation of this Policy to their supervisor and Information Security Program management.

2. **Prohibited Uses** Prohibited uses of CBOT Systems include but are not limited to the following:

2.1 Users shall not attempt to access any data or programs contained on CBOT Systems for which they do not have authorization.

2.2 Users shall not attempt to access CBOT Systems remotely except to transmit or retrieve electronic mail (e-mail) or voicemail messages unless authorized by a Vice President or Department Director.

2.3 Users shall not attempt to access non-CBOT Systems (e.g. the Internet or external dial-up facilities) from CBOT Systems unless authorized by a Vice President or Department Director.

2.4 Users shall not install software programs on CBOT Systems. Software programs may be installed on CBOT Systems only by Departmental LAN (Local Area Network) Administrators or those authorized by Information Technology Department Senior Management.

2.5 Users may not use software that is not owned by, or licensed to, the CBOT. This includes using CBOT Systems to copy any software documents or other information protected under copyright law.

2.6 Users shall not make unauthorized copies of system configuration files (e.g. password files) for their own personal use or on the behalf of others.

2.7 Users shall not purposely engage in activity with the intent to:

harass, discriminate against, or intimidate others;
degrade the performance of CBOT systems;
deprive an authorized CBOT user access to a CBOT resource;
obtain extra resources beyond those allocated (e.g. circumvent disk quotas or otherwise violate resource allocation policies);

circumvent security measures or gain access to a CBOT System for which proper authorization has not been granted.

2.8 Users shall not purposely create, store, transmit, or view illegal, offensive, or inappropriate material, including but not limited to pornography, hate/crime/violence-related material, and drug/alcohol-related material.

2.9 Users shall not use CBOT Systems to frequently engage in the solicitation of non-CBOT business ventures or any political, religious, charitable, or personal causes unless authorized in writing by the CBOT.

2.10 Users shall not download, install, or run security programs or utilities which reveal weaknesses in the security of a system.

2.11 Users shall not remove CBOT Systems (e.g. software, hardware, design specifications) from the CBOT premises unless authorized by a Vice President or Department Director.

2.12 Users shall not forward any attorney-client message from CBOT legal counsel to anyone else without said counsel's authorization.

2.13 Users shall not transmit non-public information or attorney-client communications via the Internet or other extranet connectivity.

3. **Operational Data** The following requirements govern Operational Data:

3.1 Users may not access "operational data" on CBOT Systems (i.e. non-public data that relates to the operations of the CBOT, its members, member firms, or other market participants), except pursuant to a regulatory purpose and upon approval by a Vice President or Department Director.

3.2 Users authorized to access operational data may not update, delete, or modify any such data unless authorized by a Vice President or Department Director.

3.3 Non-CBOT users may not access operational data on CBOT Systems except pursuant to a regulatory purpose, upon approval by a Vice President or Department Director and upon execution of a confidentiality agreement.

4. **Right to Privacy** The following requirements govern Right to Privacy:

The CBOT has legal ownership of all information stored on or transmitted from CBOT Systems. Therefore, users should have no expectation of privacy associated with the information they store in or send through CBOT Systems.

To properly maintain and manage this information, the CBOT reserves the right to access, review, monitor, copy, modify, and delete any information (including personal data) transmitted through or stored on CBOT Systems and, where appropriate, to disclose it to any party.

5. **Discoverability of Electronic Information** The following requirements govern Discoverability of Electronic Information:

Electronic information transmitted or stored anywhere on CBOT Systems is subject to discovery and may be admissible in court or administrative proceedings.

6. **Audits of the System** The following requirements govern Audits of the System:

To ensure compliance with these policies, the CBOT may, without notice, conduct periodic audits of CBOT Systems. The CBOT reserves the right to conduct special audits at any time when a violation of this Policy is suspected. The CBOT will investigate all information security incidents and report them to senior management.

7. **Monitoring** The following requirements govern Monitoring:

7.1 In general terms, the CBOT does not engage in blanket monitoring of employee communications on CBOT systems. The CBOT does, however, reserve the right to monitor, access, retrieve, read, and/or disclose employee communications when: (a) a legitimate business need exists that cannot be satisfied by other means, (b) the involved employee is unavailable and timing is critical to a business activity, (c) there is reasonable cause to suspect criminal activity or policy violation, or (d) monitoring is required by law, regulation, or third-party agreement.

7.2 CBOT employees will be notified of all CBOT Systems monitoring policies. CBOT employees and their managers will be informed about all monitoring activities with the only permissible exception being investigations of suspected criminal activity.

8. **Non-Compliance Disciplinary Actions** The following requirements govern Non-Compliance Disciplinary Actions:

8.1 The CBOT reserves the right to revoke the privileges of any user at any time. Any noncompliance with these CBOT Systems user requirements will constitute a security violation and will be reported to the management of the CBOT user and Information Security Program Management. Security violations may result in short-term or permanent loss of access to CBOT Systems. Serious violations will result in disciplinary action, including termination of employment.

8.2 Users who abuse their CBOT Systems privileges may also be subject to external disciplinary action including civil or criminal legal action. By making use of CBOT Systems, users consent to allow all information they store on CBOT Systems to be divulged to law enforcement at the discretion of CBOT senior executive management.

Harassment Policy

Sexual harassment is an infringement of an employee's, applicant's or consultant's right to work in an environment free from unlawful sexual pressure. The CBOT® is strongly committed to a workplace free of sexual harassment. In keeping with this policy, the CBOT will not tolerate sexual harassment of employees, applicants, or consultants by other employees or non-employees in the workplace.

Sexual harassment consists of unlawful verbal or physical conduct directed at a person when that conduct is based on that person's sex and has a substantial adverse effect on him or her in the workplace. Such conduct may include, but is not limited to, the following:

1. requests for sexual favors that may or may not be accompanied by threats or promises of preferential treatment with respect to an individual's employment status;
2. verbal, written or graphic communications of a sexual nature, including lewd or sexually suggestive comments, off-color jokes of a sexual nature or displays of sexually explicit pictures, photos, posters, cartoons, books, magazines or other items; or
3. patting, pinching, hitting or any other unnecessary contact with another person's body or threats to take such action.

Any employee, applicant or consultant who believes that he or she has been sexually harassed in the workplace should report the harassment as soon as possible after it occurs to their supervisor. Any complaint regarding harassment by a CBOT employee should be presented to the complaining individual's supervisor or the CBOT Human Resources Department. Any supervisor who receives such a complaint must notify the Human Resources Department of the complaint as soon as possible. Complaints pertaining to harassment by members or member firm employees should be directed to the head of Investigations in the Office of Investigations and Audits. Complaints pertaining to harassment by other non-employees should be directed to the Human Resources Department. The CBOT will thoroughly investigate all complaints and will keep them confidential, only disclosing them on a "need-to-know" basis.

The CBOT will not retaliate against any person who has been harassed and/or has reported the harassment. No supervisor or other employee may in any way base an employment decision regarding a person on the fact that the person has been harassed and/or has reported the harassment to the CBOT.

The CBOT will not tolerate any violations of this policy. Violations of this policy by employees or consultants will subject the offending employee(s) or consultant(s) to appropriate disciplinary action up to and including discharge from employment or termination of services. Members and their employees who violate this policy will also be subject to appropriate disciplinary action.

SCHEDULE G

CALL MANAGEMENT PROCEDURES

1. CBOT's Call Management Obligations.

1.1 Market Participants. Upon receipt of each Call from a Market Participant, the CBOT shall:

1.1.1 Assess whether the Call relates to LIFFE's delivery of the Managed Services.

1.1.2 If the CBOT determines the Call relates to LIFFE's delivery of the Managed Services:

(a) log the information relating to the Call [**];

(b) gather diagnostic or other relevant information and materials regarding the subject matter of the Call Record, in a format agreed by the Parties;

(c) [**];

(d) provide LIFFE all diagnostic or other relevant information and materials collected in accordance with **Paragraph 1.1.2(b)**;

(e) provide LIFFE any assistance as LIFFE may reasonably request in responding to the Call and addressing the subject matter of the Call Record;

(f) upon receipt from LIFFE of notification that the subject matter of the Call Record has been addressed and that any issues identified in the Call have been addressed, contact the Market Participant originating the Call, communicate to such Market Participant the actions undertaken by LIFFE in relation to the Call, and endeavor to obtain the Market Participant's agreement to "close" the Call Record;

(g) notify LIFFE if the Market Participant fails to agree to "close" the Call Record, and resolve any such issue in consultation with LIFFE and, if necessary, the Market Participant; and

(h) subject to **Paragraph 1.1.2(g)** above, [**].

1.1.3 If the CBOT determines the Call does not relate to LIFFE's delivery of the Managed Services:

(a) address the Call internally at the CBOT;

(b) contact the Market Participant originating the Call, communicate to such Market Participant the actions addressing the issues raised, and endeavor

to obtain the Market Participant's agreement to "close" the Call Record; and

(c) [**].

1.2 CBOT Personnel. In addition to performing the obligations set forth in **Paragraph 1.1**, the CBOT shall:

(a) log the information relating to each Call from CBOT personnel, including any agents or subcontractors of the CBOT, relating to LIFFE's delivery of the Managed Services [**];

(b) gather and provide to LIFFE diagnostic or other relevant information and materials regarding the subject matter of the Call Record, in a format agreed by the Parties;

(c) [**]

(d) provide LIFFE any assistance as LIFFE may reasonably request in addressing the subject matter of the Call Record;

(e) upon agreement by the Parties that such subject matter has been addressed, agree to "close" the Call Record, and close the Call Record [**]; and

(f) notify the LIFFE Service Manager in the event of any dispute relating to the Call, and address such dispute in accordance with those procedures set forth in Schedule C.

2. LIFFE's Call Management Obligations.

2.1 Calls Routed by the CBOT. Following LIFFE's receipt of any Call Record routed by the CBOT [**], LIFFE shall, as part of the Call Management Service, assess the nature of the subject matter of the Call Record. Thereafter, LIFFE shall respond to such Call by (a) endeavoring to answer questions relating to LIFFE's delivery of the Managed Services; (b) initiating the appropriate Managed Service(s) relevant to any request for an IMAC Service or data restoration or any report of a Disaster or other Incident; (c) notifying the CBOT promptly if LIFFE concludes that such Call relates to an Exclusion; or (d) taking such other action as LIFFE deems appropriate to carry out its obligations under the Managed Services Agreement. Once LIFFE reasonably believes the subject matter of the Call Record has been addressed, then LIFFE shall so notify the CBOT.

2.2 Direct Calls from Market Participants. In the event LIFFE receives a Call directly from a Market Participant, LIFFE shall refer the Call to the CBOT for handling, in accordance with **Paragraph 1**. If LIFFE nonetheless receives a Call directly from a Market Participant and does not refer the Call to the CBOT for handling, then (a) LIFFE shall comply with the procedures set forth in **Paragraph 1.1.2** and (b) the subject matter of such Call shall not be deemed to relate to an Exclusion, *unless* LIFFE has notified the CBOT, and obtained the CBOT's agreement, that the subject matter of such Call relates to an Exclusion.

EXECUTION

SCHEDULE H

EQUIPMENT UPLIFT

Area	Equipment	Description	Type	Quantity
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Software	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Software	[**]

[**]	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
				[**]
[**]	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]

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	[**]	[**]	Hardware	[**]
	[**]	[**]	Software	[**]
	[**]	[**]	Hardware	[**]
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	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Hardware	[**]
	[**]	[**]	Consultancy	[**]
	[**]	[**]		[**]
[**]	[**]	[**]	Hardware	[**]
	[**]	[**]	Consultancy	[**]

				[**]
[**]	[**]	[**]	Hardware	[**]
[**]	[**]	[**]	Consultancy	[**]

EXECUTION

SCHEDULE I

LIFFE CORE NETWORK ACCEPTABLE USE POLICY

1. Permitted Purpose

Except as otherwise agreed by LIFFE, those Persons authorized to use the Core Network in relation to the CBOT Electronic Exchange ("**Users**") shall use the Core Network solely for purposes of participating in, accessing or obtaining information from the CBOT Electronic Exchange via an Interface with the Equipment.

2. Compliance with Laws

Users shall use the Core Network in accordance with all applicable laws and regulations and any additional reasonable requirements as LIFFE may deem necessary to protect the Core Network. Without limiting the foregoing, Users shall not use, transmit, distribute or store via the Core Network any data, information or other material ("**Data**") which (i) infringes or otherwise violates any copyright, trademark, trade secret or other intellectual property of any individual or entity; (ii) is pornographic, obscene, or exploitative of a minor; (iii) is menacing, malicious, illegally threatening or defamatory; or (iv) violates export laws or otherwise violates any applicable treaty, law or regulation.

3. Harmful Activities

Users shall not use the Core Network to transmit, distribute or store any Data or undertake any other activities that may be harmful to or otherwise interfere with (i) the Core Network or the use thereof by any other User or other authorized user of the Core Network, or (ii) any system, network or equipment of LIFFE or any third party, including: (i) intercepting or attempting to intercept Data or other transmissions passing over the Core Network; (ii) forwarding chain letters; (iii) sending multiple e-mails or large transmissions that could reasonably be expected to annoy or harass or to impose a disproportionately large load on, or degrade the functionality of, the Core Network (e.g., "mail bombing"); (iv) sending any e-mail containing misleading or incorrect headers or information rendering the origin of the e-mail unclear or deceptive; (v) sending bulk or unsolicited e-mail messages ("spamming"), either directly or by relaying; or (vi) transmitting any virus, worm or Trojan Horse.

4. Security

4.1 Users shall not violate or attempt to violate the security of the Core Network or interfere or attempt to interfere with LIFFE's systems, networks, authentication measures, servers or equipment or with the use of or access to the Core Network by any other User or any other authorized user of the Core Network. Such prohibited activity includes (i) logging into a server where access is not authorized; (ii) probing, scanning, or testing the security or vulnerability of the Core Network or other networks; and (iii) attempting to gain access via the Core Network to any account or computer resource not belonging to such User ("spoofing").

4.2 Users shall not monitor Data or traffic on the Core Network except via a Trading Application or Interface.

5. Enforcement

Except as may be agreed between LIFFE and the CBOT, LIFFE shall have no obligation to monitor or exercise control over any Data transmitted, distributed or stored by any User via the Core Network. Notwithstanding the foregoing, LIFFE reserves the right to monitor and control activities undertaken via the Core Network.

6. Responsibility

Each User is fully responsible for all uses of the Core Network undertaken (i) by such User or (ii) via such User's Trading Application or Interface.

SCHEDULE J

CBOT DEPENDENCIES

Business Decision Making	[**]
CBOT Technology	[**]
[**]	[**]
Market Operations	[**]
CBOT [**]	[**]
CBOT [**]	[**]
CBOT [**]	[**]
Incidents	[**]

Technical Conformance	[**]
CBOT Change Management Function	[**]
Settlement Price Information	[**]
Clearing	[**]
CBOT Electronic Exchange Parameters and Service Thresholds	[**]
File Transfers	[**]
Product or Contract Changes	[**]

EXECUTION

SCHEDULE K

LIFFE SECURITY POLICY

[**] 2 pages

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS INDICATED BY [**].

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SCHEDULE L

TRADEMARK USAGE GUIDELINES

LIFFE CONNECT® Logotype Standards

Contents

[**]

LIFFE Administration and Management

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http://www.liffe.com/

Registered in England no 1591809

LIFFE Administration and Management is a part of the Euronext Group.

1. Basic elements

1.1 Logotype

The LIFFE CONNECT® logotype is legally protected and registered and must be reproduced accurately. The logo has been specially drawn and must not be altered or modified in any way. The logo must always be used horizontally and never at an angle.

1.2 LIFFE CONNECT® colours

The LIFFE CONNECT® logo is made up of three colours: gold, red and black. They are defined and specified below for print and web.

2. Design Guidelines for Print

2.1 Critical space

Space equivalent to the height of the main lettering of the logotype is to be kept around all four sides of the logotype. This is a minimum and more should always be given if possible.

2.2 Colours

2.2.1. LIFFECONNECT® Gold

[**]

2.2.2 LIFFECONNECT® Red

[**]

2.2.3 LIFFECONNECT® Black

Black

2.3 Logotype backgrounds

Wherever possible, the logotype should be reproduced in LIFFE CONNECT® gold, red and black.

In cases where only one colour reproduction of the logotype is possible it should appear in single colour only using either LIFFE CONNECT® gold, red, black or white.

On single colour items the logotype may appear in the colour that the item is printed.

When appearing out of a coloured background the logotype must appear reversed 'white out' or in one colour black.

On four colour items the pantone colours may be converted to the equivalent in cmyk.

3. Design Guidelines for the Web

3.1 Critical space

Space equivalent to the height of the logotype L is to be kept around all four sides of the logotype. This is a minimum and more should always be given if possible.

3.2 Colours

3.2.1. LIFFE CONNECT® Gold

[**]

3.2.2. LIFFE CONNECT® Red

[**]

3.2.3. LIFFE CONNECT® Black

[**]

3.3 Logotype backgrounds

Wherever possible, the logotype should be reproduced in LIFFE CONNECT® gold, red and black.

When appearing out of a coloured background the logotype must appear reversed 'white out' or in black.

3.4 Logo rendering

The LIFFE CONNECT® logotype must be rendered in its entirety as an image. It must never be generated client-side. When rendered the logotype should be clear, clean and crisp. Overall dimensions should be to an exact number of pixels to avoid excessive anti-aliasing.

If used in Flash animations the logotype should be imported as a vector image. It should not be modified or distorted.

4. Text

LIFFE CONNECT® should be written in capitals and with the trademark registration symbol (®) at all times.

For web sites, this only applies where LIFFE CONNECT® appears in a heading or as body text on a web page. It is not relevant for file names or directory structures.

EXECUTION

SCHEDULE M

CHARGES

1. Managed Services

The CBOT shall be charged a [**]fee for the Managed Services, *other than* the IMAC Service, in accordance with the following schedule (the "**Managed Services Fee**"), invoiced by LIFFE in quarterly installments in advance.

Year	Annual Fee*
2003	[**]
2004	[**]
2005	[**]
2006	[**]
2007	[**]
2008	[**]

* The annual fees are subject to annual review by LIFFE, and may be adjusted in accordance with changes to the Service Thresholds and/or the CBOT Electronic Exchange Parameters pursuant to the Change Control Procedures; *provided, however,* that LIFFE shall have no obligation to continue to provide the Managed Services in the event that the CBOT fails to agree to any reasonable adjustment of the annual fees proposed by LIFFE.

2. Maintenance Services

2.1 Software Maintenance Fee

The CBOT shall be charged a [**] fee for all Software Maintenance Services in accordance with the following schedule (the "**Software Maintenance Fee**"), invoiced by LIFFE annually in advance:

Initial Term: [**] per annum

First Renewal Term (if any): [**] per annum, adjusted by the greater of (i) [**] (i.e., [**] per annum for each year of the Initial Term), and (ii) the [**] during the Initial Term, up to a maximum of [**].

Second Renewal Term (if any). The Software Maintenance Fee for the first Renewal Term, adjusted by the greater of (i) [**] per annum for each year of the first Renewal Term, and (ii) the [**], during the first Renewal Term, up to a maximum of [**].

For the avoidance of doubt, the Software Maintenance Fee covers the development and licensing of New Software Releases, but does not cover any activities undertaken by LIFFE in accordance with the IMAC Service or in respect of implementation of New Software Releases in accordance with Section 4.1.3 of the Agreement. Any such activities will be charged in accordance with **Paragraph 5**.

2.2 Equipment and Data Centre Maintenance Fee

The CBOT shall be charged a [**] fee for Equipment and Data Centre Maintenance Services (*excluding* LIFFE's performance of those obligations set forth in Section 5.1.1 of the Agreement) in accordance with the following schedule (the "**Equipment and Data Centre Maintenance Fee**"), invoiced by LIFFE in quarterly installments in advance.

Year	Annual Fee*
2003	[**]
2004	[**]
2005	[**]
2006	[**]
2007	[**]
2008	[**]

* The annual fees are subject to annual review by LIFFE, and may be adjusted in accordance with changes to the Service Thresholds and/or the CBOT Electronic Exchange Parameters pursuant to the Change Control Procedures; *provided*, *however*, that LIFFE shall have no obligation to continue to provide the Equipment and Data Centre Maintenance Services in the event that the CBOT fails to agree to any reasonable adjustment of the annual fees proposed by LIFFE.

For the avoidance of doubt, the Equipment and Data Centre Maintenance Fee does not cover any IMAC Service activities undertaken by LIFFE or LIFFE's performance of its obligations under Section 5.1.3.

2.3 Core Network Maintenance Fee

The CBOT shall be charged a [**] fee for all Core Network Maintenance Services in accordance with the following schedule (the "**Core Network Maintenance Fee**"), invoiced by LIFFE annually in advance.

Year	Annual Fee*
2003	[**]
2004	[**]
2005	[**]
2006	[**]
2007	[**]
2008	[**]

* The annual fees are subject to annual review by LIFFE, and may be adjusted in accordance with changes to the Service Thresholds and/or the CBOT Electronic Exchange Parameters pursuant to the Change Control Procedures; *provided*, *however*, that LIFFE shall have no obligation to continue to provide the Core Network Maintenance Services in the event that the CBOT fails to agree to any reasonable adjustment of the annual fees proposed by LIFFE.

For the avoidance of doubt, the Core Network Maintenance Fee does not cover any IMAC Service activities undertaken by LIFFE.

3. Equipment Services

The CBOT shall be charged a fee for the performance by LIFFE of its Equipment procurement obligations under Sections 5.1.1(a) and 5.1.3 of the Agreement, in accordance with the following schedule (the "**Equipment Services Charges**"), invoiced by LIFFE on a monthly basis:

(a) The CBOT shall pay all actual costs charged to LIFFE in connection with the procurement of any Equipment; *provided that* the Parties consult and agree upon costs prior to LIFFE procuring such Equipment; and

(b) The CBOT shall pay an additional [**] for the purchase, administration, delivery, handling, storage and other activities related to the procurement of such Equipment for the CBOT.

For the avoidance of doubt, the Equipment Services Charges do not cover IMAC Service activities, LIFFE's performance of those obligations set forth in Section 5.1.1(b) of the Agreement, or any delivery or installation obligations under Section 5.1.3 of the Agreement. The Connection Service Charges cover the IMAC Service activities. The obligations set forth in Section 5.1.1(b) and the delivery and installation obligations under Section 5.1.3 shall be charged as Program Services.

4. Connection Services Charges.

The CBOT shall be charged for the IMAC Service for Metro (as defined below) Members[2] in accordance with the following schedule (the "**Connection Services Charges**").

		Standard		Resilient	
No. of Gateways		1		2	
		Installation	**Monthly Rental**	**Installation**	**Monthly Rental**
Charges (£)		[**]	[**]	[**]	[**]
Indicative US$ amt*		[**]	[**]	[**]	[**]
Additional Gateways (£ estimate)		[**]	[**]	[**]	[**]
Indicative US$ amt*		[**]	[**]	[**]	[**]
Cancellation Charge	[**]				
0-12 months from date of installation					
Cancellation Charge	[**]				
12+ months from date of installation					

[2] The Connection Services Charges for the IMAC Service for Long-Line Members will be determined on a case by case basis.

Move Charge	[**]
0-12 months from date of installation	
Move Charge	[**]
12+ months from date of installation	

* US$ indicative amount is based on a GBP£ - US$ exchange rate of 1.58 rounded to the nearest $100

LIFFE may (a) vary the Connection Services Charges set forth above, or (b) if such Connection Services Charges set forth above have previously changed, vary the then current Connection Services Charges; *provided that* (i) LIFFE must give the CBOT written notice of each variation in Connection Services Charges prior to such Connection Services Charges variation becoming effective, and (ii) no variation in Connection Services Charges shall be greater than the percentage change in the Retail Price Index, as published by the United Kingdom's Office for National Statistics, during the period from the date the then current Connection Services Charges became effective and the date the proposed variation to such Connection Services Charges becomes effective.

Definitions

For purposes of this Schedule M:

[**]

[**]

[**]

Assumptions

The Connection Services Charges set forth above are based on the following assumptions:

1. [**]
2. [**]
3. [**]
4. [**]
5. [**]

In the event one or more of the foregoing assumptions is inaccurate, the Connection Services Charges will be subject to review and adjustment pursuant to the Change Control Procedures in an amount proportionate to the impact of such inaccuracy(ies) on LIFFE's performance of the IMAC Service.

Member Site Models

A "resilient" Member Site model:

1. [**]
2. [**]
3. [**]

A "standard" Member Site model:

1. [**]
2. [**]
3. [**]

7. Program Services

7.1 Charge Rate Card. The CBOT shall be charged for all Program Services on a time and materials basis in accordance with the charge rates ("**Charge Rates**") set forth on the following rate card (the "**Charge Rate Card**"), which is based on 7.5 hours worked during a Business Day and is exclusive of expenses (the "**Program Services Charges**"):

Grade	Rate
Administrator	[**]
Analyst	[**]
Senior Analyst	[**]
Team Leader	[**]
Business Analyst	[**]
Technical Specialist	[**]
Senior Technical Specialist	[**]
Senior Technical Architect	[**]
Project Manager	[**]
Programme Manager	[**]
Department Head	[**]
Director	[**]
Executive Director	[**]

With respect to any Business Day during which any member of the LIFFE Project Personnel works from his or her primary office location for less than 7.5 hours, the rate charged will be a pro rata portion of the daily rate for the relevant LIFFE Project Personnel.

7.2 Grades. The following chart sets forth the applicable Grade for each LIFFE Project Personnel role:

Role	Grade
Relationship Manager	Department Head
Programme Manager	Programme Manager
Project Manager	Project Manager
Implementation Manager	Senior Technical Specialist
Business Analyst	Business Analyst

Role	Grade
Telecommunications Specialist	Senior Technical Specialist
Development Manager	Department Head
Service Manager	Department Head
Technical Architect Specialist	Senior Technical Specialist
Operational Specialist	Senior Technical Specialist
Senior Analyst	Senior Analyst
Senior Technical Specialist	Senior Technical Specialist
Member Liaison	Department Head
Analyst	Analyst
Technical Specialist	Technical Specialist
Team Leader	Team Leader
Administrator	Administrator
Senior Technical Architect	Senior Technical Architect
Director	Director
Executive Director	Executive Director

7.3 Charge Rate Variations. LIFFE may (a) vary the daily rates set forth in the Charge Rate Card, or (b) if such daily rates set forth in the Charge Rate Card have previously changed, vary the then current daily rates; *provided that* (i) LIFFE must give the CBOT written notice of each variation in a daily rate prior to such daily rate variation becoming effective, and (ii) no variation in a daily rate shall be greater than the [**], as published by [**], during the period from the date the then current daily rate became effective and the date the proposed change to such daily rate becomes effective.

8. Termination Costs

Upon the effective date of termination of the Agreement pursuant to **Section 13** (*excluding* termination by the CBOT pursuant to **Section 13.3**), the CBOT shall pay to LIFFE a fee in accordance with the following schedule, which fee the Parties agree is reasonable and appropriate to cover those costs LIFFE may incur as a result of such termination, including winding down the Services and transitioning LIFFE Project Personnel ("**Termination Costs**"):

If Notice of Termination Is Given During the Period:	***The Termination Costs shall be:***
From the Effective Date through and including the first anniversary of the Effective Date	[**]
From the first anniversary through and including the second anniversary of the Effective Date	[**]
From the second anniversary through and including the third anniversary of the Effective Date	[**]
From the third anniversary through and including the fourth anniversary of the Effective Date	[**]

EXECUTION

SCHEDULE N

LIFFE TRAVEL/EXPENSE POLICY

1. Air Travel

All LIFFE staff travel British Airways Club Class for any journey in excess of 4 hours. If a Business Class seat is not available or the time or airport of departure is not convenient, then the traveler may choose Business Class with Virgin Atlantic. If Business Class Seats with neither British Airways nor Virgin Atlantic are available within a 2 hour window either side of the preferred departure time, then the traveler may choose Business Class with any other airline.

If the journey is less than 4 hours then Economy Class travel will be used. Within the U.S. we do not have a limitation on which airlines are selected.

2. Hotels

LIFFE staff will reside in reasonable accommodation when staying away from home overnight on business. This is dependant upon location and duration, but LIFFE suggests that a rate no greater than [**] per night is reasonable for the staff in the U.S.

Accommodation for consultants over weekends will be charged.

3. Expenses

LIFFE generally does not expect the staff working away from the office to incur average general expenses in excess of [**]per day. This will include all local travel to and from the CBOT office, meals, calls, laundry, etc.

All expenses except those of an exceptional nature and pre-agreed by the client, will be not be charged. Exceptional expenses will be charged and identified individually on any invoice.

4. General

The CBOT will not be charged for the time a LIFFE consultant is on flights unless LIFFE incurs a charge. This would only be the case where the consultant is a staff contractor.

EXECUTION

SCHEDULE O

CREDITS AND BONUSES

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6. Dispute Resolution

If LIFFE's Service Manager and CBOT's Project Manager are unable to agree upon any [**], such issue will be referred to the Parties' Relationship Managers. If the Parties' Relationship Managers are unable to agree upon any such [**], such issue will be referred to the Governance Committee, in accordance with Paragraph 1.4 of Schedule C. If the Parties are unable to reach agreement in the next meeting of the Governance Committee, the issue will be handled in accordance with Section 20 of the Agreement.

7. Modifications and Amendments

The Parties agree that, in the event the Parties agree to modify any of the [**] or to amend this Schedule O in any respect, such modification and/or amendment shall not increase in any respect LIFFE's financial risk or exposure in respect of [**]

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Exhibit 10.18

Confidential Treatment Requested by CBOT Holding, Inc.

CLEARING SERVICES AGREEMENT

EFFECTIVE THE 16th DAY OF APRIL 2003

BETWEEN

CHICAGO MERCANTILE EXCHANGE INC., a business corporation organized under the laws of the State of Delaware and having its principal office situated at 30 South Wacker Drive, Chicago, Illinois 60606 U.S.A., duly represented by its Chairman of the Board, Terrence Duffy, and by its President and Chief Executive Officer, James J. McNulty, (hereinafter referred to at times as "CME"),

AND

THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC., a non share corporation organized under the laws of the State of Delaware and having its principal office situated at 141 W. Jackson Blvd., Chicago, Illinois 60604 U.S.A., duly represented by its Chairman, Charles P. Carey, and by its President and Chief Executive Officer, Bernard W. Dan, (hereinafter referred to at times as "CBOT").

Each of CBOT and CME is referred to herein as a "Party", and collectively they are referred to as the "Parties."

RECITALS:

WHEREAS, CME is registered with the Commodity Futures Trading Commission (the "CFTC") as a designated contract market ("DCM") and a "derivative clearing organization " ("DCO") within the meaning of the Commodity Exchange Act, as amended (the "CEA"), and seeks to provide clearing services, as defined herein, for CBOT futures and options contracts;

WHEREAS, CBOT is registered with the CFTC as a DCM and intends to register as a DCO within the meaning of the CEA, as amended, and seeks to have CME provide clearing services, as defined herein, for CBOT futures and options contracts;

WHEREAS, the Parties intend to provide substantial benefits to their customers by clearing their listed contracts through the same clearing house;

WHEREAS, the Parties intend to enhance the efficient use of capital by their members by employing CME's system of financial guarantees and providing for more efficient portfolio risk margining of certain positions held at CME's clearing house; and

WHEREAS, the Parties intend to cooperatively promote the advantages of clearing certain CBOT products by means of CME systems, all on the terms and subject to the conditions set forth in this Agreement.

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS INDICATED BY [**].

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. INTERPRETATION

1.1. Definitions.

In this Agreement, unless the context otherwise requires:

1.1.1. **Agreement** means the Clearing Services Agreement, effective as of April 16, 2003, by and between CME and CBOT.

1.1.2. **BOTCC** shall have the meaning set forth in Section 7.3.

1.1.3. **CBOT Clearing Member** means an individual or firm that meets CBOT's requirements to clear CBOT Products on or after the Effective Date.

1.1.4. **CBOT Core Products** means CBOT's U.S. Treasury, agricultural and federal funds based products as of the Effective Date.

1.1.5. **CBOT Data** shall have the meaning set forth in Section 5.1.

1.1.6. **CBOT Products** means all futures and futures options listed for trading on CBOT on the Launch Date or thereafter.

1.1.7. **CBOT Sole Proprietorship Clearing Member** shall have the meaning set forth in Section 7.4.

1.1.8. **CEA** shall have the meaning set forth in the first Recital.

1.1.9. **CFTC** shall have the meaning set forth in the first Recital.

1.1.10. **Clearing Members** means CBOT Clearing Members and/or CME Clearing Members, as the context requires.

1.1.11. **Clearing Services** means the clearing, settlement and related services to be provided by CME under this Agreement, as further described in Schedule A.

1.1.12. **Clearing Systems** shall have the meaning set forth in Section 3.4.

1.1.13. **CME Clearing Member** means an individual or firm that meets CME's requirements for clearing membership.

1.1.14. **CME Rules** means CME's rules and clearing procedures, including interpretations and explanations.

1.1.15. **DCM** shall have the meaning set forth in the first Recital.

1.1.16. DCO shall have the meaning set forth in the first Recital.

1.1.17. Dispute Notice shall have the meaning set forth in Section 19.4.

1.1.18. Effective Date means April 16, 2003.

1.1.19. EFS shall have the meaning set forth in Section 3.1.

1.1.20. FCMs shall have the meaning set forth in Section 7.6.

1.1.21. Indemnified Party shall have the meaning set forth in Section 16.1.

1.1.22. Indemnifying Party shall have the meaning set forth in Section 16.1.

1.1.23. Initial Term shall have the meaning set forth in Section 2.

1.1.24. Launch Date means the first trading day for CBOT Products as to which transactions are required to be cleared through CME. The Launch Date is the trading date of January 2, 2004.

1.1.25. Market Participant means an individual or firm that engages in trading futures and options contracts.

1.1.26. Material Breach means a breach of a provision of this Agreement that is material to a Party's obligations under the Agreement.

1.1.27. Operational Policies and Procedures shall have the meaning set forth in Section 3.2.

1.1.28. Party and **Parties** shall have the meaning set forth in the Preamble.

1.1.29. Proprietary Business Information shall have the meaning set forth in Section 13.1.

1.1.30. Renewal Term shall have the meaning set forth in Section 2.

1.1.31. Replica CBOT Products shall have the meaning set forth in Section 6.4.

1.1.32. Special CME Clearing Member means a CBOT Clearing Member that qualifies as a CME Clearing Member for purposes of clearing CBOT Products pursuant to this Agreement, as set forth more fully in Section 7.

1.1.33. Transition Clearing Services shall have the meaning set forth in Section 12.

1.1.34. Transition Costs shall have the meaning set forth in Section 12.4.

1.1.35. Term shall have the meaning set forth in Section 2.

1.1.36. Unexcused Breach shall have the meaning set forth in Section 10.1.

1.2. **References.** Unless something in the subject matter or context is inconsistent with the resulting interpretation, all references to Sections and Schedules are to Sections and Schedules of this Agreement. The words "hereto", "herein", "of this Agreement", "under this Agreement" and similar expressions mean and refer to this Agreement.

1.3. **Schedules.** The Schedules forming part of this Agreement are as follows:

Schedule A Clearing Services
Schedule B Fees
Schedule C Project Development Plan

1.4. **Headings.** The inclusion of headings in this Agreement is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

2. **Initial Term; Renewal Term**. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall terminate on January 10, 2008 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three-year renewal terms (each a "Renewal Term") unless either Party notifies the other Party in writing at least six (6) months prior to the beginning of the applicable Renewal Term of its decision not to renew. The Initial Term and the Renewal Terms, if any, are collectively referred to in this Agreement as the "Term".

3. **Clearing Services.**

3.1. **Services Provided.** Commencing with the Launch Date until the termination of this Agreement, whether at the end of the Initial Term or any Renewal Term, each as specified in Section 2 above, and until expiration of any post-termination obligations, CME shall provide to CBOT the Clearing Services described in Schedule A hereto. The Clearing Services shall be provided by CME with proper and reasonable care in conformance with the standards and procedures by which CME performs such services for its listed contracts, except that trades matched by CBOT shall not be guaranteed until the matched trade record is received by CME. CBOT reserves the right to charge fees for post-trade transactions and related services for CBOT Products even if CME does not now charge a fee for such transactions. Subject to the provisions of Section 3.10 respecting change request procedures and payment of development cost, if applicable, CME agrees to facilitate the implementation of such charges, including providing CBOT access to CME's Exchange Fee System ("EFS"), and to provide CBOT with any necessary data related to such policies and fees. CBOT shall pay CME for any reasonable additional costs it may incur in providing data and other support to CBOT in response to a request authorized by this Section 3.1.

3.2. **Operational Policies and Procedures.** CME's operational practices, policies and procedures related to implementing and performing Clearing Services, including, without limitation, establishing marking prices that vary from settlement prices submitted by CBOT, where such settlement prices materially deviate from appropriate market prices; the timeline for CME's receipt of information and data necessary to

perform the Clearing Services and CME's delivery of information and data to CBOT, Clearing Members and other third parties; data file formats; the manner in which CME makes information available to Clearing Members; and the mechanics of CME's automated delivery processes shall be the same as CME's existing practices, policies and procedures, including the automated delivery system to be developed by CME as provided by Schedule A (collectively, the "Operational Policies and Procedures"), provided that nothing in the Operational Policies and Procedures shall contravene any provision set forth in this Agreement.

3.3. **Fungibility and Cross-Margining of CBOT Products.** CBOT shall have sole authority to determine (i) whether CBOT Products shall be risk offset against other products pursuant to CME's portfolio margining policies or any cross-margining agreement and (ii) whether CBOT Products shall be made fungible, at the clearing level, against products that are cleared by CME and listed for trading by CME, by another contract market, or by any other entity. CME may accept or reject any risk offset or fungibility arrangement against products traded at CME that may be proposed by CBOT. CME shall support cross-margining of CBOT Products as set forth in Schedule A. CME support for cross-margining arrangements or fungibility of CBOT Products other than as set forth above or in Schedule A shall be subject to the change request procedures set forth in Section 3.10, below.

3.4. **Clearing Systems.** The systems owned by or licensed to CME that are utilized by CME in connection with providing Clearing Services are referred to herein as the "Clearing Systems." CME shall pay to the appropriate software manufacturers, suppliers and distributors all license fees, royalties, use charges, taxes or other payments associated with the Clearing Systems' intellectual property and technology utilized by CME in providing Clearing Services.

3.5. **CME Personnel.** CME shall make available, at all times, a sufficient number of individuals who are properly qualified to perform and who will perform the Clearing Services in accordance with this Agreement.

3.6. **Cooperation as to Development Work.** The Parties acknowledge and agree that, after the Effective Date, they will be engaged in development work as described in Schedule C hereto. The Parties agree to cooperate and use all reasonable efforts to perform the tasks necessary to complete such development work in accordance with the time table set forth in Schedule C. CME shall be primarily responsible for such development work.

3.7. **Technical Cooperation.** The Parties acknowledge that CME may have to incorporate new equipment into or modify its Clearing Systems in ways that will require testing from time to time. Each Party acknowledges that, in implementing and testing such new equipment or modifications, it may require the technical assistance and cooperation of the other, and both Parties agree to provide such assistance and cooperation. CBOT shall have the obligation of securing any necessary assistance of its third party providers.

3.8. **Backup and Disaster Recovery.** CME will provide, as a part of the Clearing Services, backup and disaster recovery services and procedures and functions for the Clearing

Systems and the Clearing Services using the backup and disaster recovery systems that CME employs for its own contracts.

3.9. **CME Modifications.** CME may make modifications to the Clearing Systems and Clearing Services on its own initiative and at its own expense as it may reasonably deem necessary or desirable, provided that any such modifications do not (i) materially increase CBOT's total costs of receiving the Clearing Services, (ii) require CBOT to make material changes to its systems, software, or equipment other than with respect to changes made in the ordinary course of business, or (iii) violate the CEA, applicable rules and regulations thereunder, or other applicable CFTC requirements. If any changes desired by CME would violate the conditions described in clauses (i) or (ii) above, CME will obtain CBOT's written consent, which shall not be unreasonably withheld, prior to making any such change.

3.10. **Change Requests.** CME will make modifications and enhancements to its Clearing Systems at the request and expense of CBOT, where such changes are necessary to provide Clearing Services for a CBOT Product with characteristics significantly different from futures and futures options products traded as of the Effective Date or additional cross margining arrangements, if in CME's sole judgment such changes will not impair functionality or materially increase operational costs. CBOT shall pay a commercially reasonable fee, to be agreed in advance, to cover the cost of all such changes. All such requests will be addressed to a designated representative of CME's clearing house.

3.10.1. *CME response to requests*. CME shall respond to requests from CBOT concerning modifications or enhancements to the Clearing Services by evaluating the request, including the cost of the requested change and the impact of the requested change upon clearing services provided by CME as to other products and upon CME's technical systems, and providing a response in accordance with this Section to CBOT concerning such request within thirty (30) days of CME's receipt of the request (unless the complexity of the request reasonably requires a longer period, in which case CME shall provide an initial response).

3.10.2. *No material concerns.* If CME reasonably determines in its sole judgment that the requested change will not materially impair clearing services or materially increase operational costs to CME or CME Clearing Members, CME shall submit to CBOT a reasonably detailed proposal for implementing the change, which need not be binding, and which shall include an estimate of the amount to be paid to CME for the requested change.

3.10.3. *Material concerns*. If CME reasonably determines in its sole judgment that the requested change will materially impair functionality or materially increase operational costs to CME or CME Clearing Members, CME may, but shall not be required to, submit to CBOT a reasonably detailed proposal for implementing the change, including cost estimates, which need not be binding.

3.10.4. *Negotiations in good faith.* In any case, the Parties shall negotiate in good faith as to any requested change and the terms of CME's proposal, if any. Any change implemented by CME pursuant to this Section shall be made at the sole expense of CBOT at a commercially reasonable fee or upon any other financial basis to be agreed upon between the Parties. Such financial arrangement may include upfront fees and/or modifications to the fee structure set forth in Schedule B. Except as otherwise agreed between CME and CBOT in a writing that specifically purports to amend this Agreement and is executed by individuals with authority to do so, CME and/or its licensors, as applicable, shall own all right, title and interest in any intellectual property created by the Parties in connection with any such implemented change that is used by CME in connection with providing Clearing Services. CME will grant CBOT a license covering its free use of its contribution to any intellectual property developed by CME.

3.11. Assistance with Regulatory Matters. CME agrees to actively participate in, and make available sufficient human and technical resources for, any submissions or presentations to, or meetings or discussions with, the staff of the CFTC respecting CME's provision of Clearing Services for CBOT Products. If CME reasonably determines that CME's active participation in such submissions, presentations, meetings or discussions with the CFTC may result in the disclosure of CME's confidential or proprietary information, CBOT will cooperate with CME to secure appropriate nondisclosure and confidentiality commitments from the CFTC prior to requiring CME's active participation in any such submissions, presentations, meetings or discussions.

4. CBOT Payment of Fees and Expenses.

4.1. Generally. CBOT will pay fees for the Clearing Services provided by CME in accordance with this Agreement as set forth in Schedule B hereto.

4.2. Invoicing. CME shall invoice CBOT and CBOT shall pay such invoices as provided in Schedule B. If CME does not receive any payment from CBOT in time required by schedule B, CME shall notify CBOT thereof and, if CBOT fails to pay such amount within fifteen (15) days of CBOT's receipt of such notice, CME may declare CBOT in Material Breach of this Agreement and may thereafter exercise its rights set forth in Section 10.1 below.

4.3. Initial Development Fee. CBOT shall reimburse CME for start-up costs incurred by CME in connection with preparations to perform its obligations under this Agreement up to a maximum amount of $2 million. CME's start-up costs may include, without limitation, costs associated with hardware purchased; software purchased, licensed, or developed internally; additional office space and other equipment required to support CME's operations on behalf of CBOT; and CME employee, consultant and independent contractor time billed either at an actual rate per hour or reasonable average rate per hour (including reasonable benefits costs and allocation of overhead). Such start-up costs incurred by CME shall be reimbursed by CBOT and such payments shall be non-

refundable, without regard to termination of this Agreement for any reason. Such costs shall be billed monthly and promptly paid.

4.4. **CBOT Costs of Formatting Data.** CBOT shall be responsible for and bear any costs of formatting trading data for use by its compliance and surveillance systems.

5. **CME Intellectual Property.**

5.1. **CME Ownership.** Subject to any different agreement between the Parties pursuant to Section 3.10.4, CME and its licensors, as applicable, shall have sole and exclusive ownership of all right, title and interest in and to the intellectual property and technology developed or used by CME in connection with providing Clearing Services. No provision of this Agreement shall be construed to bind or obligate CME in any way to develop, make further enhancements to or maintain any current or future version of the Clearing 21® system software or any of the Clearing Systems, provided that CME agrees that it will provide to CBOT the same Clearing Services utilizing the same systems CME applies to clearing the futures and options contracts traded on CME.

5.2. **CBOT Ownership of Data.** As between CBOT and CME, any and all trading data, surveillance records, investigation reports and other similar data or information created, generated, collected, or processed by CME in the performance of the Clearing Services ("CBOT Data") is and will remain the sole property of CBOT, and CME will and hereby does, without additional consideration, assign to CBOT any and all right, title and interest that CME may now or hereafter possess in and to the CBOT Data. Except as provided below, CBOT Data will not be utilized by CME for any purpose other than the performance of Clearing Services under this Agreement and will not be sold, assigned, leased or otherwise transferred, disposed of or provided to third parties by CME or commercially exploited by or on behalf of CME.

5.3. **CME Delivery of CBOT Data.** CME will promptly retrieve and deliver to CBOT a copy of all CBOT Data (or such portions as will be specified by CBOT), in the format and on the media reasonably prescribed by CBOT, at CBOT's reasonable request from time to time. Upon termination of this Agreement or at the completion of any requested Transition Clearing Services (whichever is later), if requested by CBOT, CME will destroy or securely erase all copies of the CBOT Data in CME's possession or under CME's control, except that CME may retain copies of such CBOT Data for its appropriate regulatory and surveillance purposes.

5.4. **Protection of CBOT Data.** CME will take those measures that CME takes to protect its own most confidential data of like kind, but not less than reasonable measures: (i) to preserve the security of the CBOT Data; (ii) to prevent unauthorized access to or modification of any CBOT Data; and (iii) to establish and maintain environmental, safety, facility and data security procedures and other safeguards against destruction, loss, alteration or theft of, or unauthorized access to, any CBOT Data.

5.5. CME Use of CBOT Data. Notwithstanding CBOT's ownership of CBOT Data as described above, CME shall be free to use CBOT Data with respect to the performance of the Clearing Services.

6. CBOT Contracts Subject to Clearing Services

6.1. Launch Date. On the Launch Date, CME shall commence clearing of all CBOT Products.

6.2. CBOT Products. Except as otherwise specified in this Agreement, all CBOT Products shall be subject to this Agreement and shall be cleared by CME, including any futures and options contracts traded at CME that CBOT also determines to list for trading. However, if a new CBOT Product requires changes to the Clearing Systems, Section 3.10 shall govern the timing of CME's response to a notification by CBOT of such requested change. Products other than futures and futures options products may be cleared by CME as CBOT Products under this Agreement only by mutual written agreement of the Parties.

6.3. Notification to CME. CBOT shall notify CME of the classes and maturity dates of the CBOT Products that it intends to list for trading in accordance with the Operational Policies and Procedures. CBOT shall also submit to CME in advance of listing any CBOT Product a copy of the contract specifications for the product, and shall provide CME advance notice thereafter of any changes in contract specifications for the product.

6.4. Replica CBOT Products. CME may offer and provide its clearing services to any exchange that lists for trading any product, including CBOT Core Products where the underlying deliverable commodity is the same or substantially the same as in a CBOT Core Product ("Replica CBOT Products"). If CME determines to provide clearing services for Replica CBOT Products traded or executed on any exchange other than CBOT, CME will notify CBOT at the time CME agrees to provide clearing services for, or thirty (30) days before CME begins clearing, such Replica CBOT Products, whichever is sooner. CBOT thereafter shall have ninety (90) days following receipt of such notice to determine whether to terminate this Agreement without penalty in light of such CME decision.

6.5. Notices. Notwithstanding Section 19.5, notices required under this Section 6 may be delivered by e-mail or through any other electronic method to which the Parties agree as a part of their operational discussions.

7. Admission of CBOT Clearing Members.

7.1. Generally. CME shall admit as Special CME Clearing Members all firms, including sole proprietorships, that were CBOT Clearing Members as of the Effective Date. CME shall also admit as Special CME Clearing Members any firms that become CBOT Clearing Members after the Effective Date if such firms meet CME's requirements for clearing members other than requirements respecting ownership of CME memberships or CME common stock. CBOT Clearing Members admitted as Special CME Clearing

Members pursuant to this Agreement shall be authorized to clear CBOT Products, to the extent permitted by CBOT as of the Effective Date. The rights of such individuals or firms as Special CME Clearing Members may not be assigned or transferred voluntarily or by operation of law. For the avoidance of doubt, Special CME Clearing Members shall be permitted to clear other products cleared by CME only to the extent permitted by CME.

7.2. **Process for Admission.** Following the Effective Date, CME shall, in consultation with CBOT, adopt rules for the admission of CBOT Clearing Members as Special CME Clearing Members. Any CBOT Clearing Member admitted as a Special CME Clearing Member pursuant to Section 7.1 of this Agreement or under the rules adopted pursuant to this Section 7.2 shall be considered to be admitted pursuant to this Agreement and shall be subject to all of the rules, requirements and obligations of CME's clearing house, other than admission requirements, including ownership of CME memberships or CME common stock, and capital rules, except as hereinafter provided in this Section 7.

7.3. **Minimum Capital Rules.** Any CBOT Clearing Member that is operating in compliance as of the Effective Date, and that continues to remain in compliance through the Launch Date, with the Board of Trade Clearing Corporation ("BOTCC") rules respecting initial or admission capital requirements that are in effect on the Effective Date shall be deemed to be in compliance with CME minimum capital rules on the Launch Date. After that date, CME may increase or decrease the capital requirements for any Special CME Clearing Member on an individualized basis if the Special CME Clearing Member's risk profile changes materially, provided that CME may not, in any event, treat Special CME Clearing Members as a class or group for these purposes. To the extent any Special CME Clearing Member that is not also a CME Clearing Member is required by CME to increase its minimum capital, such increase may be achieved through the acquisition of additional CBOT memberships.

7.4. **Provisions for CBOT Clearing Members Joining After the Effective Date.** Any CBOT Clearing Member that was not a CBOT Clearing Member as of the Effective Date, but that becomes a Special CME Clearing Member thereafter, shall be subject to the following provisions with respect to capital requirements: (i) the CME capital requirement for such Special CME Clearing Member will be equivalent to the BOTCC requirement that would have applied to such CBOT Clearing Member if it had been a CBOT Clearing Member on the Effective Date, but (ii) CME may in its discretion require such Special CME Clearing Member to hold additional assets in an aggregate value equal to the difference between the CME minimum capital requirement and the BOTCC capital requirement described in clause (i) above. If CME requires a Special CME Clearing Member to hold additional assets as set forth in clause (ii) above, the assets allowed to be held in satisfaction of such requirement shall include CBOT memberships.

7.5. **Special Rules for CBOT Sole Proprietorship Clearing Members.** Any CBOT Clearing Member that is a sole proprietorship ("CBOT Sole Proprietorship Clearing Member") as of the Effective Date, admitted as a Special CME Clearing Member

pursuant to this Section 7, shall be excused from compliance with the CME minimum capital rules for the Initial Term of this Agreement, and shall be subject to no other minimum capital requirements imposed by CME provided that such CBOT Sole Proprietorship Clearing Member (i) was in compliance with the BOTCC rules respecting initial or admission capital requirements that are in effect on the Effective Date, (ii) continues to operate in compliance with such BOTCC rules that were in effect on the Effective Date, and (iii) does not materially change its risk profile (in which case a change in minimum capital requirements by CME shall be subject to the provisions of Section 7.3). Any other CBOT Sole Proprietorship Clearing Member admitted as a Special CME Clearing Member shall be subject to special CME minimum capital rules that shall be agreed to by CME and CBOT. After the Initial Term of this Agreement has expired, all CBOT Sole Proprietorship Clearing Members shall be subject to those special capital rules.

7.6. Lien on CBOT Memberships. Each CBOT Clearing Member admitted hereunder as a Special CME Clearing Member shall execute in favor of CME a lien against the CBOT membership interests required to be held by CBOT for clearing status, as of the Effective Date, to qualify as a CBOT Clearing Member or otherwise required to be held under Section 7.4. The lien shall be the first lien against such membership interests following release of any prior lien held by BOTCC, which release shall be requested by the CBOT Clearing Member promptly following the Launch Date. Each Special CME Clearing Member will be subject to a requirement to continue to hold at least the same number of CBOT memberships that CBOT required such Special CME Clearing Member to hold for clearing member status as of the Effective Date.

7.7. Audit of Non-FCM CBOT Clearing Members. CBOT shall periodically audit its Clearing Members that are not futures commission merchants ("FCMs") and shall promptly share the results with CME's clearing house.

8. Transfer of CBOT Open Interest.

8.1. CBOT Rules. Promptly following the execution of this Agreement, CBOT shall draft and submit to the CFTC for approval rules that provide for the clearing of CBOT Products at the CME clearing house, to the extent provided herein, and rules that will facilitate the transfer of open interest in CBOT Products from BOTCC to CME. CBOT shall use its best efforts to ensure that such rules are approved by the CFTC reasonably in advance of the Launch Date, and CME shall use its best efforts to provide such assistance as CBOT may request in securing such approval.

8.2. CME Rules. Promptly following the execution of this Agreement, CME shall draft and submit to the CFTC for approval rules that provide for the clearing of CBOT Products at the CME clearing house, to the extent provided herein, and that will facilitate the transfer of open interest in CBOT Products from BOTCC to CME. CME shall use its best efforts to ensure that such rules are approved by the CFTC reasonably in advance of the Launch Date, and CBOT shall use its best efforts to provide such assistance as CME may request in securing such approval.

8.3. CME Margining of Positions. CME shall margin the positions so transferred prior to the opening of trading in CBOT Products on the Launch Date, and the relevant Special CME Clearing Members shall be required to post the necessary performance bonds.

8.4. CBOT Clearing Members. CME may require that, in order to participate in the transfer of open interest described in this Section, CBOT Clearing Members that intend to become Special CME Clearing Members have completed CME's application process for Special CME Clearing Member status, have contributed to CME's security deposit pool, and have established appropriate banking relationships by a date certain prior to the Launch Date.

9. Network Interconnections Between CBOT and CME

9.1. Facilities. CME shall establish and maintain an appropriate router or routers at CBOT for the purposes of (i) delivering data to CME for clearing purposes, (ii) delivering data to CBOT for regulatory purposes, and (iii) exchanging data between the Parties for all other purposes required by this Agreement and the Schedules hereto. CME shall establish and maintain appropriate telecommunications circuits between CBOT and CME as necessary to handle message flow and data delivery as set forth above. CBOT shall provide computer room floor space and inside wiring for such routers and shall provide CME or any telecommunications provider with which it contracts for such services reasonable access for maintenance and testing purposes.

9.2. Outsourcing Permitted. CME may fulfill its obligation to establish and maintain the routers and telecommunications circuits described in Section 9.1 through appropriate contractual arrangements with telecommunications service providers and/or other technology service providers.

9.3. Financial Terms. CBOT shall be responsible for paying, via reimbursement to CME or direct billing, all third party or other direct costs (not to include CME employee or CME independent contractor time) associated with the establishment and maintenance of the telecommunications circuits and routers described in Section 9.1, provided that (i) where CME has a negotiated rate with an applicable telecommunications provider, CME shall attempt to secure for CBOT any preferential rate available under such contract, and (ii) in no event shall the amounts paid by CBOT under this Section exceed the published tariff rate of the applicable telecommunications provider. Unless CME arranges for CBOT to be billed directly by the applicable telecommunications provider, CME shall submit to CBOT an invoice for reimbursement of fees or other third-party costs actually paid by CME, and CBOT shall pay CME such amounts no later than the final business day of the calendar month following the month in which CME invoices CBOT.

10. Breach of Agreement; Termination.

10.1. Breach of Agreement; Termination for Unexcused Breach. If either Party is in breach of this Agreement, the non-breaching Party shall be required to provide written notice specifying such breach to the other Party, within five (5) business days of becoming aware of such breach, prior to submitting any Dispute Notice under Section

19.4 or exercising any right to terminate as set forth in this Section 10.1. The breaching Party shall have thirty (30) days from receipt of such notice to cure such breach. If the breaching Party cures such breach within such 30-day period, the right of termination or to submit a Dispute Notice shall expire and the breaching Party shall not be subject to any further remedy or liability in respect of such breach. If the breaching Party does not cure such breach within such 30-day period, the following remedies apply: (i) if the breach is a Material Breach, such breach shall be deemed an "Unexcused Breach" and the non-breaching Party shall have thirty (30) days during which to [**] and (ii) if the breach is not a Material Breach, the non-breaching Party shall have thirty (30) days during which to [**] For the avoidance of doubt, if this Agreement is not terminated by the end of any such thirty 30-day period permitting termination, it shall continue according to its terms.

10.2. Bankruptcy. Either Party may terminate this Agreement immediately upon the occurrence of any of the following events affecting the other Party:

10.2.1. *Insolvency*. The other Party admits its inability to pay its debts generally as they become due, or makes an assignment of substantially all of its assets for the benefit of its creditors;

10.2.2. *Bankruptcy Filed*. A proceeding in bankruptcy or for the reorganization of the other Party or for the readjustment of its debts, under the United States Bankruptcy Code or any other State or Federal law for the relief of debtors now or hereafter existing, is commenced by or against the other Party and is not discharged within sixty (60) days of commencement; or

10.2.3. *Receiver Appointed*. A receiver or trustee is appointed in a bankruptcy proceeding for the other Party or for any substantial part of its assets, or any proceedings are instituted for the dissolution or the full or partial liquidation of such Party, and such receiver or trustee is not discharged within sixty (60) days of his or her appointment or such proceedings are not discharged within sixty (60) days of their commencement, as the case may be.

10.3. Liquidated Damages. [**]

10.4. [**]

10.5. CME Termination If Rules Not Approved. If the CFTC fails to approve the rules that will allow CME to perform the Clearing Services by July 15, 2003, then CME may, within thirty (30) days at its sole discretion, terminate this Agreement (by August 15, 2003) by written notice to CBOT, without application of any cure period, unless the CFTC has approved such rules before CME exercises its right to terminate. Termination by CME pursuant hereto shall not constitute a breach by either Party. If CME does not exercise its right to terminate, then the Agreement shall continue according to its terms.

10.6. Legal Or Regulatory Matters. If either Party is precluded from performing its obligations under the Agreement by statute, regulation or legal action of any

governmental agency, including failure of the CFTC to approve necessary rules (including rules necessary to transfer the open interest) by the Launch Date, either Party may terminate this Agreement by written notice, without application of any cure period, and upon such termination both Parties shall be excused, without penalty or liquidated damages, from any further performance under the Agreement. If the Parties elect not to terminate this Agreement, they shall renegotiate in good faith the Launch Date, the Initial Term and payment of CME's costs of continuing to be prepared to begin performance under this Agreement.

10.7. [**] If CBOT fails to perform any of its obligations under this Agreement because it is [**] However, if CBOT's failure to perform is [**] In such case CME shall provide written notice of its intent to terminate, and CBOT shall have [**] CBOT shall exert its best efforts to permit CME to intervene or otherwise participate in any action that might result in an injunction barring performance by either Party of its obligations under this Agreement.

10.8. **CME Provision of Clearing Services for Replica CBOT Products.** Section 6.4 shall govern the respective rights of the parties if CME notifies CBOT that CME will offer clearing services for Replica CBOT Products.

10.9. **Inability to Meet Launch Date.** If CME's provision of services under this Agreement on the Launch Date is deficient to an extent that prevents CBOT from operating its exchange for a substantial portion of the trading day on the Launch Date due solely or primarily to failures or problems that were within CME's ability to prevent or mitigate, failure to perform shall be CME's responsibility and shall constitute a Material Breach by CME. In such case, within five (5) business days thereafter CBOT may either (i) seek to terminate this Agreement by exercising its rights as set forth in Section 10.1, or (ii) without application of any provision of Section 10.1, including any cure period, file a Dispute Notice and pursue a claim for damages, provided that any such claim for damages shall be subject to the special limitation of liability set forth in the first sentence of Section 15.1. If CME's provision of services under this Agreement on the Launch Date is deficient to an extent that prevents CBOT from operating its exchange for a substantial portion of the trading day on the Launch Date due solely or primarily to failures or problems that were within CBOT's ability to prevent or mitigate, and CBOT failed to prevent or mitigate such failures or problems despite receiving notice from CME concerning the risk of failing to meet the Launch Date, then the failure to perform shall be the responsibility of CBOT and shall constitute a Material Breach by CBOT, which shall trigger CME's rights under Section 10.1. For purposes of this Section 10.9, a failure by CBOT's electronic trade matching facility service provider that was within such service provider's ability to prevent or mitigate shall be deemed a failure by CBOT. In any situation described in this Section 10.9 and throughout any applicable cure period, the Parties shall remain in regular communication concerning the failure at issue, and the breaching Party shall give prompt notice to the other Party if it determines that it will not cure the breach within the cure period.

10.10. **Joint Press Release.** If either Party terminates this Agreement prior to or immediately following the Launch Date, the Parties shall work together to issue a joint press release and, if appropriate, hold a joint press conference, concerning the termination of the Agreement.

10.11. **Break-up Fees Reasonable.** The Parties agree that the liquidated damages and break-up fees set forth in this Section 10 represent a reasonable measure of damages to CME or CBOT, as the case may be, under the circumstances resulting in such termination. The Parties agree that calculating the measure of damages to either Party under the circumstances under which break-up fees are to be paid would be extremely difficult given the complexities of the business arrangements, the uncertainty of the revenues to be earned by either Party through the arrangements set forth in this Agreement, and the uncertainty of the value of opportunities that will have been lost by the terminating Party under the circumstances.

10.12. **Action for Damages.** For the avoidance of doubt, either Party may bring an action for damages against the other Party alleging any breach of this Agreement (except where an alleged breach has been cured, as described in Section 10.1) in lieu of invoking any right to terminate and receive agreed liquidated damages as described in any provision of Section 10. Any such action for damages shall be subject to the applicable limitation of liability set forth in Section 15.1 or Section 15.2.

11. **Limited Right to Continuance of Clearing Services.** Notwithstanding any other provision of this Agreement, upon termination of this Agreement for any reason, if CBOT is unable to engage another entity prepared and able to provide services comparable to the Clearing Services on commercially reasonable terms, CBOT shall have the right to require that CME continue providing any or all of the Clearing Services, as set forth below. For the avoidance of doubt, pricing terms generally shall be deemed commercially reasonable, and alternate services generally shall be deemed comparable, if such terms and services are reasonably similar to those accepted by other parties receiving services from other clearing services providers.

11.1. **Six-Month Continuation Period.** In the event that (i) this Agreement is terminated by CME as a result of an Unexcused Breach by CBOT, (ii) CBOT elects not to renew this Agreement pursuant to Section 2 above, or (iii) this Agreement is terminated for any other reason except those described in Section 11.2, CBOT may require that CME continue to provide Clearing Services after the termination of this Agreement or expiration of the Initial Term or Renewal Term of this Agreement, as the case may be, for 180 days.

11.2. **One-Year Continuation Period.** In the event that (i) this Agreement is terminated by CBOT as a result of an Unexcused Breach by CME, (ii) this Agreement is terminated by CBOT pursuant to Section 6.4, or (iii) CME elects not to renew this Agreement pursuant to Section 2 above, CBOT may require that CME continue providing Clearing Services after the termination or expiration date, as the case may be, for up to one (1) year.

11.3. **Payment of Fees.** In the event that CBOT requires CME to continue to provide all or substantially all of the Clearing Services pursuant to this Section 11, CBOT shall pay CME for these Clearing Services at the fees set forth in Schedule B. In the event that this Agreement is terminated by CME for nonpayment of fees, bankruptcy or insolvency, or if CBOT fails to timely pay fees during the continuation period, CME shall not be required to continue to provide Clearing Services unless CBOT pays CME monthly in advance for the continued provision of such Clearing Services based upon a reasonable estimate of the amounts likely to be due in respect of each month. CME agrees to credit back to CBOT any estimated amounts paid by CBOT that are later determined to be over-payments by CBOT.

11.4. **Notice to CME.** If CBOT elects to require the continuation of any Clearing Services under this Section 11, then CBOT shall give at least ninety (90) days prior written notice to CME of the date for cessation of such continuation of Clearing Services.

11.5. **Hold Over by CBOT.** If CBOT is unable to transfer to another provider of clearing services at the conclusion of any of the periods provided above for the limited continuation of Clearing Services, CME shall continue to provide the Clearing Services. During the period that CME provides clearing services under this Section 11.5, CBOT shall pay a fee of [**] plus all additional costs incurred by reason of CBOT's failure to transfer to another DCO, including without limitation any necessary retention bonuses or employment benefits or fees, in addition to the fees set forth in Schedule B, for each month that it holds over.

11.6. **Continuation is Not Renewal.** Continuation of Clearing Services under this Section 11 shall not be deemed a renewal of this Agreement under Section 2 beyond the termination date.

12. **Transition Clearing Services.** In connection with the termination of this Agreement for any reason or expiration of the Initial Term or Renewal Term of this Agreement, as the case may be, and in order to assist CBOT in terminating the Clearing Services and transitioning such services to another entity in an orderly manner, CME shall, if and as requested by CBOT, provide the following services (the "Transition Clearing Services"):

12.1. **Transition Plan.** CME and CBOT shall cooperate to prepare a transition plan setting forth the respective tasks to be accomplished by each Party in connection with the transition and a schedule pursuant to which such tasks are to be completed;

12.2. **Necessary Date.** CME shall provide CBOT with all data and other information maintained by CME necessary to transfer responsibility for providing the Clearing Services to another entity as of the date services are no longer rendered by CME and all hardcopy records relating to other CBOT Data maintained by CME, except that CME may retain copies of such data and other information for its appropriate regulatory and surveillance purposes; Such data and other information shall be provided to CBOT on magnetic tape or such other storage medium, and in such format, reasonably acceptable to CBOT;

12.3. Transfer of Positions. CME shall transfer any open positions in CBOT Products from CME to the new DCO selected by CBOT in accordance with directions CME shall receive from CBOT for such transfer; and

12.4. Reimbursement of Costs. CBOT shall pay or reimburse CME for any and all costs ("Transition Costs") reasonably and actually incurred by CME that are directly attributable to providing Transition Clearing Services in accordance with this Section 12 (with the rates for any CME employees used to perform such Clearing Services reasonably reflecting CME's fully loaded costs with respect to such employees, plus a commercially reasonable profit margin); provided that CME shall act in good faith and use commercially reasonable efforts to minimize and mitigate any Transition Costs.

13. Confidentiality.

13.1. Generally. CBOT and CME each acknowledges that it will receive during the term of this Agreement confidential or proprietary information of the other Party relating to the Clearing Services and Clearing Systems. (All such information is collectively referred to in this Agreement as "Proprietary Business Information.") Materials embodying such information and within the scope of this Section 13.1 shall bear reasonable legends to such effect to the extent appropriate. Each Party agrees to take reasonable steps to maintain the confidentiality of the Proprietary Business Information of the other Party, and each Party agrees to use such information only in connection with the performance of its obligations and the exercise of its rights under this Agreement and for appropriate regulatory and surveillance purposes. In the event that this Agreement is terminated for any reason, each Party agrees that it shall use reasonable efforts to return to the other Party or destroy all Proprietary Business Information of the other Party in its possession in tangible form and that it shall not knowingly retain any copies thereof, except that each Party may retain copies of the other Party's Proprietary Business Information for its appropriate regulatory and surveillance purposes.

13.2. Exclusions. In no event shall the provisions of this Section 13 apply to any information that: (i) was rightfully known to the receiving Party prior to its receipt from the disclosing Party, or becomes rightfully known to the receiving Party other than as a result of the relationship between the Parties pursuant to this Agreement; (ii) is or becomes public knowledge through no fault of the receiving Party; (iii) is disclosed to the receiving Party by a third Party with the right to disclose the information without restriction or subject to restrictions to which the receiving Party has conformed; or (iv) is independently developed by the receiving Party without use of any confidential or proprietary information of the disclosing Party. Notwithstanding anything in Section 13.1 above to the contrary, each Party may disclose any Proprietary Business Information received by it to the extent that it is required by subpoena or other order of court, law or other regulation, or required or requested by any governmental or regulatory authority having jurisdiction or required pursuant to an information sharing agreement, rule, or policy with another self-regulatory body, to furnish such Proprietary Business Information to any third Party, or as otherwise permitted in this Agreement; provided that, in any such case, the receiving Party shall provide the disclosing Party with prompt

notice thereof so that the disclosing Party may seek an appropriate protective order. In the absence of a protective order, if the receiving Party is nonetheless, in the opinion of its counsel, compelled to furnish Proprietary Business Information to any third Party or else stand liable for contempt or suffer other censure or penalty, such Party may furnish such information without liability under this Section 13 or otherwise.

14. Force Majeure. Each Party shall be excused from performance under this Agreement and shall have no liability to the other Party to the extent that, and for any period during which, it is prevented from performing any of its obligations hereunder as a result of any act, or failure to act, of the other Party or by an act of God, war, civil disturbance, act of terrorism, court order (except as provided in Section 10), or other cause beyond its reasonable control (including, without limitation, failures or fluctuations in the electrical or mechanical equipment, communication lines, heat, light or telecommunications, in each case to the extent beyond its reasonable control), provided that each party agrees to apply fully its disaster recovery system to minimize any reduction in service it has agreed to provide under this Agreement.

15. Liability Limits; Indemnification.

15.1. CME. In any action brought by CBOT against CME, whether in contract, tort or otherwise, alleging a Material Breach by CME of Section 10.9, and any continuing deficiency, CME's liability to CBOT for consequential damages, excluding punitive damages, caused by CME's failure to provide Clearing Services under this Agreement shall be limited to an amount not to exceed $30,000,000. In any other action brought by CBOT against CME, whether in contract, tort or otherwise, CME's liability to CBOT under this Agreement shall be limited to an amount not to exceed $10,000,000, provided that in the event CBOT exercises its right to terminate this Agreement under Section 10.1 and receives $10,000,000 in liquidated damages, CBOT shall have no other claim for money damages against CME and CBOT shall retain its right to continued and transitional clearing services in accordance with Sections 11 and 12 of this Agreement. Notwithstanding the foregoing, but subject to the provisions of Section 16 below, CME shall indemnify, defend and hold harmless CBOT and its directors, officers, employees and agents, in accordance with the procedures described in Section 16.1 below, from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including without limitation reasonable attorneys' fees), arising from the willful misconduct on the part of CME, its directors, officers, employees or agents.

15.2. CBOT. In any action brought by CME against CBOT, whether in contract, tort or otherwise, CBOT's liability to CME under this Agreement shall be limited to an amount not to exceed $10,000,000, provided that in the event CME exercises its right to terminate this Agreement under Section 10.1 and receives the liquidated damages specified in that Section 10, CME shall have no other claim for money damages against CBOT. The liability limits provided for in this Section 15.2 shall not apply to liability of CBOT to CME to pay fees owed to CME hereunder. Notwithstanding the foregoing, but subject to the provisions of Section 16 below, CBOT shall indemnify, defend and hold harmless CME and its directors, officers, employees and agents, in accordance with the

procedures described in Section 16.1 below, from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including without limitation reasonable attorneys' fees), arising from the willful misconduct on the part of CBOT, its directors, officers, employees or agents.

16. Indemnity

16.1. Procedure. If any third Party notifies either Party (the "Indemnified Party") with respect to any matter which may give rise to a claim for indemnification against the other Party (the "Indemnifying Party"), then the Indemnified Party shall promptly notify the Indemnifying Party thereof; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation hereunder, except to the extent (if any) that the Indemnifying Party is damaged by such delay. If the Indemnifying Party notifies the Indemnified Party that it is assuming the defense of any claim:

16.1.1. *Defense of Claim.* The Indemnifying Party shall defend the Indemnified Party against such claim with counsel of its choice reasonably satisfactory to the Indemnified Party;

16.1.2. *Separate Co-counsel Permitted.* The Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party shall be responsible for the fees and expenses of the separate co-counsel to the extent that the Indemnified Party concludes reasonably that the counsel the Indemnifying Party has selected has a conflict of interest);

16.1.3. *Consent Decree or Settlement.* The Indemnified Party shall not, without foregoing the benefits of this Section 16.1, consent to the entry of any judgment or enter into any settlement with respect to such claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed; and

16.1.4. *Full Release.* The Indemnifying Party shall not consent to the entry of any judgment with respect to the matter or enter into any settlement which does not include a provision whereby the plaintiff or claimant releases the Indemnified Party from any and all responsibility and liability with respect to such claim, without the prior written consent of the Indemnified Party.

17. Consequential and Punitive Damages. The Parties have agreed on liquidated damages for various beaches that are the basis for a Party's exercise of its right to terminate this Agreement under certain provisions, and the Parties have also agreed to the liability limits set forth in Section 15. Except with respect to consequential damages authorized under the first sentence of Section 15.1 and an action for indemnification under the last sentence of Section 15.1 and the last sentence of Section 15.2, neither Party shall be liable for, nor will the measure of damages include, any punitive or special damages or amounts for loss of income or profits, even if such damages were foreseeable.

18. Public Announcements.

18.1. Requirements Generally. CME and CBOT each agree that it will not issue any public announcement concerning CME's provision of Clearing Services, the terms of this Agreement, the negotiations between CME and CBOT leading up to and following the execution of this Agreement, or any other matter related in any way to this Agreement that, for each Party, involves the other Party, without (i) consulting with the other Party prior to issuing the announcement so that such announcements may be issued jointly, if appropriate; (ii) providing the other Party an advance copy of the proposed press release or other announcement not later than three (3) business days prior to its release; and (iii) in the case of public appearances by directors, officers or other officials associated with a Party at which any of the foregoing matters are likely to be discussed, providing advance notice to the other Party of such appearance and, if possible, extending an invitation to the other Party for a representative of its own to be included in such appearance.

18.2. Definition. For purposes of this Section, a "public announcement" shall include, without limitation, (i) any press release, press statement or press conference, (ii) any brochures or notices to be delivered or made available to the public generally (including marketing materials), and (iii) any notice to be circulated to Clearing Members or Market Participants, that, in each case, includes or may include material information that has not previously been released about the terms of or negotiations surrounding this Agreement or the relationship between CME and CBOT that is established through this Agreement.

18.3. Joint Press Releases, Statements and Conferences. Notwithstanding the foregoing, the Parties shall use their best efforts to ensure that any press release, press statement or press conference the primary topic of which concerns this Agreement or the relationship between CME and CBOT shall be a joint press release, press statement or press conference.

19. Miscellaneous.

19.1. Benefits of Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors. Except to the extent provided in Sections 15.1 and 15.2 above with respect to the directors, officers, employees and agents of CBOT and CME, respectively, nothing in this Agreement, express or implied, shall give to any other person or entity any benefit or any legal or equitable right or remedy.

19.2. Waiver. Except as expressly provided herein, neither Party shall, by mere lapse of time, without giving notice or taking any other action, be deemed to have waived any breach by the other Party of any of the provisions of this Agreement.

1**9.3. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois (other than the laws thereof that would require reference to the laws of any other jurisdiction).

19.4. **Dispute Resolution.** A Party shall not commence a litigation proceeding against the other Party unless that Party first gives written notice to the other Party setting forth the nature of the dispute ("Dispute Notice"). The Parties shall attempt in good faith to resolve the dispute by mediation with a mediator selected by mutual agreement of the Parties. If the Parties cannot agree on the selection of a mediator within twenty (20) days after delivery of the Dispute Notice, or if the dispute has not been resolved by mediation as provided by this Section 19.4 within sixty (60) days after the delivery of the Dispute Notice, then either Party may commence litigation. The state courts of the County of Cook, Illinois and the United States District Court for the Northern District of Illinois shall have the exclusive jurisdiction over any and all litigated claims arising out of or relating to this Agreement or the subject matter hereof. Each of the Parties hereby irrevocably (i) submits to the personal jurisdiction of such courts over such Party in connection with any litigation, proceeding or other legal action arising out of or in connection with this Agreement or the subject matter hereof, (ii) waives to the fullest extent permitted by law any objection to the venue of any such litigation, proceeding or action which is brought in any such court, and (iii) agrees to the mailing of service of process to the address specified below for such Party as an alternative method of service of process in any legal proceeding brought in any such court.

19.5. **Notices.** All communications or notices required or permitted to be given under this Agreement shall be sufficiently given for all purposes hereunder if given in writing and (i) delivered personally, (ii) deposited in the United States mail, postage prepaid and return receipt requested, (iii) delivered by a recognized document overnight delivery service or (iv) sent by telecopy, facsimile or other electronic transmission service (provided a confirmation of delivery is received). All notices delivered in accordance with this Section 19.5 shall be sent to the appropriate address or facsimile number set forth below, or to such other address or facsimile number or to the attention of such other person as the recipient Party may have specified by prior written notice to the sending Party.

CME Contact	CBOT Contact
Mr. Craig Donohue Executive Vice President and Chief Administrative Officer Chicago Mercantile Exchange Inc. 30 South Wacker Drive Chicago, Illinois 60606 Facsimile No.: 312-930-3323	Ms. Carole Burke Executive Vice President, Chief of Staff and General Counsel CBOT 141 W. Jackson Blvd Chicago, Illinois 60604 Facsimile No.: 312-341-3392

19.6. **Severability.** If any provision of this Agreement is deemed to be illegal or unenforceable by any court of competent jurisdiction, (i) such provision shall be deemed to be severable from the remainder of this Agreement, (ii) the effect of such determination shall be limited to such provision to the extent reasonably practicable, and

(iii) the validity, legality and enforceability of such provision in any other jurisdiction shall not in any way be affected or impaired thereby.

19.7. **Amendments**. No provision of this Agreement may be amended, modified, supplemented or waived, except by an agreement in writing executed and delivered by authorized representatives of both Parties.

19.8. **Entire Agreement**. This Agreement, including the Schedules hereto, constitutes the entire agreement and understanding, and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

19.9. **Relationship of Parties**. CME, in providing the Clearing Services, is acting only as an independent contractor. Except as expressly provided in this Agreement or any other agreement to which CME and CBOT are parties, CME does not undertake to perform any obligations of CBOT, whether regulatory or contractual, or to assume any responsibility for the business or operations of CBOT.

19.10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

19.11. **Assignment**. This Agreement may not be assigned in whole or in part by either Party hereto without the prior written consent of the other Party hereto. CBOT may assign this Agreement and its rights and obligations hereunder to an entity to which CBOT is selling all or substantially all of its assets without the prior written consent of CME. The consummation of the transactions contemplated by CBOT's proposed restructuring shall not be deemed to be such an assignment or sale for purposes of this Agreement. CME may assign this Agreement and its rights and obligations hereunder, in their entirety, to an entity to which CME is selling all or substantially all of its clearing assets without the prior written consent of CBOT.

19.12. **Survival**. Following any termination of this Agreement in accordance with its terms and the expiration of the post-termination obligations of CME pursuant to Sections 11 and 12 hereof, all obligations hereunder of each Party to the other shall terminate and (without limiting the generality of the foregoing) CME shall have no further obligation to provide Clearing Services to CBOT. Notwithstanding the foregoing, however, the provisions of Sections 13, 15, 16 and 17 of this Agreement (including this Section 19.12) shall survive and remain in effect following any termination of this Agreement in accordance with its terms and the expiration of the post-termination obligations of CME.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CHICAGO MERCANTILE EXCHANGE INC.

By: _____
Terrence A. Duffy,
Chairman of the Board, CME
Date: _____

By: _____
James J. McNulty
President and Chief Executive Officer
Date: _____

THE BOARD OF TRADE OF THE CITY OF CHICAGO, INC.

By: _____
Charles P. Carey
Chairman of the Board, CBOT
Date: _____

By: _____
Bernard W. Dan
President and Chief Executive Officer
Date: _____

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS INDICATED BY [**].

EXECUTION COPY

SCHEDULE A
DESCRIPTION OF CLEARING AND SETTLEMENT SERVICES

In accordance with the terms of this Agreement, CME shall provide clearing services as follows with respect to transactions in CBOT Products:

Electronic Trade Acceptance. CME shall accept for clearing and guarantee matched trades submitted to CME by CBOT (or CBOT's electronic trade matching facility service provider) in accordance with the CME Rules and the Operational Policies and Procedures in effect from time to time.

Pit Trade Acceptance—Electronic Devices. CME shall receive unmatched trade records submitted to CME by CBOT from electronic pit trading technology devices, and CME shall accept for clearing and guarantee such trades upon matching by CME in accordance with the CME Rules and the Operational Policies and Procedures in effect from time to time.

Pit Trade Acceptance—Open Outcry. CME shall receive unmatched trade records submitted to CME by Special CME Clearing Members for trades executed without benefit of electronic pit trading technology devices, and CME shall accept for clearing and guarantee such trades upon matching by CME in accordance with the CME Rules and the Operational Policies and Procedures in effect from time to time.

Ex-Pit Trade Acceptance. CME shall receive unmatched trade records submitted to CME by Special CME Clearing Members for ex-pit trades (blocks and EFPs) that are executed in accordance with CBOT rules, and CME shall accept for clearing and guarantee such trades upon payment of initial settlement variation and performance bond by the applicable settlement bank for each party to the transaction, as set forth in the CME Rules and the Operational Policies and Procedures in effect from time to time.

Requirements for CME Trade Acceptance. In addition to the other requirements that may be set forth in this Agreement, the CME Rules and the Operational Policies and Procedures, the following requirements apply to CME's receipt and acceptance for clearing of trades as set forth in this Schedule A:

Origins for Matched and Unmatched Trade Records. CME will support up to four origins for transactions in CBOT Products—house, house market-maker, customer, and customer market-maker—subject to final confirmation by CBOT promptly following the effective date.

Report Formats. Message formats for trade records, including but not limited to, trade registers, out-trade and EQC reports, and brokers' matched and unmatched trade reports shall conform to CME specifications.

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Opposite House Switches. CME will not support the current modified contra matching practice currently employed by BOTCC with respect to unmatched trades in CBOT products. However, CME will facilitate matching of unmatched trades by performing automatic opposite house switches for unmatched trades in CBOT products, as CME does for unmatched trades in its own products, in accordance with the CME Rules and the Operational Policies and Procedures. CME will explore the functional requirements for integrating modified contra-matching processes as a possible enhancement after the Launch Date.

SLEDs. CME will not support single-line spread entry functionality ("SLEDs") as of the Launch Date. CME will use reasonable efforts, in consultation with CBOT, to implement SLEDs for transactions in CBOT products by February 20, 2004.

Position Maintenance and Settlement. On a daily basis CME shall calculate and collect original margin, premium and variation margin on futures and options trades and positions in the accounts of Special CME Clearing Members. CME shall settle the gains and losses associated with futures and options trades and positions in the accounts of clearing members at least once each business day, typically twice each business day, and more frequently as CME determines is warranted by market volatility.

CME PCS Process. CME's position change submission (PCS) process will be used for reporting final positions and spreadable positions and to determine each clearing member's final position for margining purposes and for exercise and assignment of options, as well as for determining the exchange open interest to be reported for each business day.

Net Margining of CBOT Products. CME will support net margining of positions in CBOT Products in substantially the same manner as the current procedures employed by BOTCC with respect to performance bond requirements. Notwithstanding the foregoing, CME may adjust formulas for calculating security deposit requirements or assessment of security deposit contributions with respect to net-margined products, as CME in its reasonable discretion deems appropriate in order to fairly and equitably calculate security deposit requirements, given differences between positions subject to gross margining and positions subject to net margining.

SPAN Files. CME will generate and distribute to Special CME Clearing Members' and customers' SPAN files reflecting SPAN margining of positions in CBOT Products. SPAN files will be distributed over the internet and through any other means specified in the CME Rules and the Operational Policies and Procedures. CME may generate and distribute joint SPAN files for positions in CBOT Products, CME products and products of any other exchange for which CME provides clearing services or linked clearing.

Authority Over Clearing Firm Margin Requirements. CME will work with CBOT to develop a coordinated performance bond / margin review process such that CME can receive input from CBOT as to performance bond / margin requirements. Such process

shall involve monthly meetings with representatives designated by CBOT and will involve data analysis and discussions with respect to how and when to implement changes to clearing firm level performance bond / margin requirements; provided however, that ultimate control over performance bond / margin requirements at the clearing member level shall reside with CME. Notwithstanding the foregoing, CME agrees that determinations by CME with respect to performance bond / margin requirements for CBOT Core Products shall be made strictly on the basis of risk management principles and shall not involve competitive considerations associated with CME products and competing CBOT Products. Additionally, CME shall not recognize clearing member level spreads between CBOT Products and products of any other exchange without the prior written approval of CBOT.

Authority Over Customer Level Requirements. CBOT shall have ultimate control over customer level exchange minimum performance bond / margin and spread requirements, provided that CBOT shall consult with CME as to such requirements as a part of the coordinated review process to be developed between CME and CBOT.

Acceptable Collateral. CME will review the forms of collateral currently accepted by BOTCC that are not currently accepted by CME and, where in CME's judgment such additional forms of collateral are frequently used and not unduly costly or risky to accept, CME will amend the CME Rules to accept such forms of collateral with respect to CBOT Products. Notwithstanding the foregoing, CME will conduct this review process prior to the Launch Date only if time permits.

Transfers. CME shall effect the transfer of positions in CBOT Products between Special CME Clearing Members, where applicable, in accordance with the CME Rules and Operational Policies and Procedures in effect from time to time. Transferred positions will be guaranteed by CME to the transferee only upon payment of initial settlement variation and performance bond by the transferor or the transferee, as applicable.

Give-Up Transactions. CME will make the allocate claim system ("ACS") available to Special CME Clearing Members for processing give-up transactions.

Exercise and Assignment. CME will provide exercise and assignment functionality to Special CME Clearing Members with respect to positions in options products, including at option expiration, as set forth in the CME Rules and the Operational Policies and Procedures. CME will not support option expiration processing on Saturdays, and option expiration processing for CBOT Products as of the Launch Date will be completed on Fridays (or another business day, with respect to Friday holidays) in accordance with the CME Rules and the Operational Policies and Procedures.

Deliveries. CME will provide automated support to CBOT in connection with deliveries management of CBOT Products, including inventory of deliverable positions, inventory of deliverable supply, delivery intent processing, delivery assignment, and delivery invoicing, except that CBOT shall maintain responsibility for management and operation of the registration and delivery process. CME will provide automated deliveries support as of the Launch Date of

financial and equity CBOT Products that are listed for trading by CBOT as of the Effective Date. CME will use its best efforts to implement automated deliveries support of other CBOT Products that are listed for trading by CBOT as of the Effective Date, including agricultural products, as of the Launch Date or as soon thereafter as is practicable. CME shall provide automated deliveries support for new CBOT Products (or for changed features of existing CBOT Products) listed for trading by CBOT after the Effective Date, provided that the product characteristics permit automation of deliveries management through means substantially similar to those that CME then employs with respect to other products cleared by CME. If significant development work will be required by CME to provide automated deliveries support for such products listed for trading by CBOT after the Effective Date, the work will be subject to the change request procedures set forth in Section 3.10.

Settlement Banks. CME will interface with all banks that serve as settlement banks for transactions in CME products to provide settlement services for transactions in CBOT Products also, provided that such banks agree to serve as settlement banks for transactions in CBOT Products. Additionally, CME will use best efforts to establish a settlement bank relationship with Lakeside Bank and, as appropriate, Burling Bank, prior to the Launch Date.

Large Trader Reports. CME will collect on CBOT's behalf the large trader submissions from Special CME Clearing Members or their clients and forward such submissions to the CFTC and to CBOT for regulatory purposes. The CME clearing house shall be authorized to use this data to perform the type of account level stress testing it performs on its own products to identify concentration of client exposure at a clearing member. CME shall facilitate reporting of large trader data for CBOT products by accepting transmissions of such data in standard formats. CME shall construct an application that maintains a database of firms, customer accounts, and EINs (the term CBOT uses for the number used to aggregate customer accounts by beneficial owner). For each reported position, the application shall search in the database by the firm and customer account: a) if the firm and customer account is found, the application shall tag the position with the EIN for it; and b) if the firm and customer account is not found, the application shall assign the EIN, using CBOT's standard convention, and tag the position with the newly-assigned EIN. The application shall then prepare a datafile of reported positions for transmission to CBOT, with each position tagged with its EIN. The application shall further provide CBOT staff with an interface for viewing and modifying the EIN assigned to a particular firm and customer account. CBOT shall provide an initial datafile or files for loading this application with its existing EINs and their associated firm and customer accounts. CME shall prepare position limit reports against the large trader data for provision to CBOT. Other than these enumerated processes, all responsibility for large trader reporting analysis and other larger trader-related functions remains with CBOT.

Calculation and Collection of Fees. CME will calculate, bill and collect clearing fees from Special CME Clearing Members for transactions in CBOT Products, using the transaction types for which CME currently bills clearing members with respect to transactions in its own products. The rate billed will be determined by CBOT for the fee for initial cleared transactions, including block trades, EFPs and other alternative execution procedures, and by CME for post-trade

transaction types (including, without limitation, give-ups, transfers, option exercise and assignment, and deliveries).

Operational Timeline. Except as otherwise set forth in the CME Rules or the Operational Policies and Procedures, the operational timeline for clearing services and submission of reports for transactions and positions in CBOT Products shall be the same as it is with respect to transactions and positions for CME products. CME anticipates using single, combined clearing process cycles for both CME products and CBOT Products. Consequently, CME's deadlines and requirements shall apply with respect to processes including, but not limited to, trade report submission deadlines, out-trade report production, final reconciliation and option exercise deadlines, mark-to-market and settlement cycles (including intra-day cycles), collateral substitution and withdrawal deadlines, and pay/collect procedures.

Support for Existing and Future CBOT Product Characteristics. Subject to any specific limitations set forth in this Schedule A or elsewhere in this Agreement, in providing the Clearing Services CME will develop systems and adopt practices as necessary to support the product features and characteristics of CBOT products as they are listed for trading as of the Effective Date, including, without limitation, fractional price formats and variable cabinet pricing. CME shall similarly support new product features and characteristics of existing CBOT Products or those that CBOT may list for trading in the future, provided, however, that if the features and characteristics of such products differ materially from those of products then cleared by CME, CME's support of such new product features or characteristics shall be subject to the change request procedures set forth in Section 3.10.

Security Deposit Management and Assessment. CME will calculate and collect from Special CME Clearing Members security deposit contributions in accordance with the CME Rules and the Operational Policies and Procedures in effect from time to time. CME shall have the authority, as set forth in the CME Rules and the Operational Policies and Procedures in effect from time to time, to seize the security deposits of Special CME Clearing Members and to further exercise certain limited assessment powers in the event of a default by either a Special CME Clearing Member or a CME clearing member. For the avoidance of doubt, CME shall manage a joint security deposit pool for the benefit of Special CME Clearing Members and CME clearing members with respect to transactions in CME products, transactions in CBOT Products, and transactions in the products of any other exchange for which CME provides clearing services or linked clearing, unless CME's agreement with such other exchange prohibits a joint guarantee fund. Consequently, the security deposit contributions of CME-only clearing members may be assessed as a result of defaults as to transactions in CBOT Products, and the contributions of CBOT-only clearing members who are Special CME Clearing Members may be assessed as a result of defaults as to transactions in CME products.

Support for Cross-Margining of CBOT Products. CME will provide support for and will participate in cross-margining of positions in CBOT Products held by Special CME Clearing Members pursuant to CBOT's existing cross-margining arrangements with GSCC and OCC, provided that CBOT shall secure any necessary amendments to substitute CME for BOTCC in its current cross-margining agreements with GSCC and OCC. CME will provide support for and

will participate in cross-margining of positions in CBOT Products held by Special CME Clearing Members under any other cross-margining agreements (or amendments to existing agreements) into which CBOT may enter in the future, provided that (i) such support, including without limitation the development of necessary interfaces, shall be subject to the change request procedures set forth in Section 3.10, and (ii) CME may decline to support such cross-margining agreement if CME concludes, in its sole reasonable judgment after consultation and negotiation with CBOT and the other party, that such proposed cross-margining arrangement presents an unacceptable credit risk to CME.

Information and Reports for CBOT. With respect to each trading day, CME will deliver to CBOT the following reports in accordance with the Operational Policies and Procedures:

a. End-of-day volume and open interest file;

b. End-of-day transaction listing file; and

c. Large trader data file as submitted by Clearing Members

Information and Reports From CBOT. CBOT (or a third-party service provider to CBOT, if CBOT delegates such obligation) shall provide the following reports and information to CME in accordance with the Operations Policies and Procedures:

a. A daily data file of the CBOT Products eligible for trading on the next business day;

b. Information on the performance bond requirements CBOT sets for the customer level exchange minimum requirements, which must be provided at least three to five business days prior to their effective date except in situations where changes are driven by unusual market volatility. Such data is required in order for CME to produce the appropriate customer level SPAN files;

c. A daily data file of eligible CBOT traders for the next trading day, together with identification of each trader's guarantor Special CME Clearing Member;

d. Two-sided matched trade record messages, in near real time, for trades executed electronically on LIFFE Connect;

e. One-sided (unmatched) trade record messages, in near real time, from any electronic trading floor technology devices where CBOT rather than the Special CME Clearing Members will be the source of the trade data;

f. Two-sided matched trade messages in near real time for any pit trades matched by any trade matching system for such trades as CBOT may implement;

g. Real time quote stream of CBOT prices for real-time clearing house and Special CME Clearing Member risk management; and

h. End of day settlement prices received both via a datafile and via the real time quote stream to be received by approximately 2:30-2:45 p.m. for products that settle by 2:00 p.m. and by approximately 3:45-4:00 p.m. for products that settle later than 2:00 p.m. The purpose of receiving such end-of-day settlement prices in a timely manner is to facilitate the timely publication of daily SPAN files for CBOT Products and to allow Clearing Members to begin bookkeeping processing in a timely manner.

Information and Reports for Clearing Members. CME will make available to each Special CME Clearing Member on every business day the following information, in machine readable format in accordance with the CME Rules and the Operational Policies and Procedures:

a. futures and options transactions accepted by CME for each account of the Special CME Clearing Member;

b. obligations to receive or deliver products or instruments underlying matured physically settled futures contracts in the Special CME Clearing Member's accounts;

c. give-up trades, position transfers and other transactions in the Special CME Clearing Member's accounts involving CBOT Products;

d. EFP transactions, which will be identified as such by CME using an available "data field" when such transactions are identified as such to CME by CBOT or Special CME Clearing Members ;

e. block trades, which will be identified as such by CME using an available "data field" when such transactions are identified as such to CME by CBOT or Special CME Clearing Members;

f. the daily mark-to-market of each open position in futures held by each Special CME Clearing Member; and

g. amounts of money due to and from CME from and to each Special CME Clearing Member for each account held by the Special CME Clearing Member with CME.

File Formats Generally. The formats for data files and/or messages to be exchanged among CME, CBOT, any third-party service provider to CBOT or any other entity with which CME must exchange data in connection with providing Clearing Services, shall be as mutually agreed by CME and CBOT promptly after the execution of this Agreement. If any disagreement arises, generally the principle that the receiving party specifies the format shall control.

Special CME Clearing Member Access to CME Clearing Systems. CME will permit Special CME Clearing Members to access CME's automated and online systems for all clearing and position management functionality for use in connection with positions in CBOT Products on substantially the same basis as CME permits such access with respect to positions in its own products (unless unique characteristics of a particular CBOT Product preclude use of such functionality).

Services Complete. Except as otherwise specified in this Agreement, in the CME Rules or the Operational Policies and Procedures, the services set forth above are the complete clearing services that CME will provide to CBOT pursuant to this Agreement. Without limiting the generality of the foregoing, CBOT understands that CME will not provide additional services relating to market regulation, generating statistical information, managing time and sales information, managing membership requirements, or daily bulletin processing.

Confidential Treatment Requested by CBOT Holdings, Inc.

Schedule B

CBOT Minimum Payment and Clearing Charge Process

Pricing Structure:

CBOT clearing charge will be calculated based upon the following per-side, per-contract pricing structure:

[**] Thresholds	**Tier**	**Rate to be applied [**]**
[**]	**1**	[**]
[**]	**2**	[**]
[**]	**3**	[**]

[**]

Process:

During the first two months of each quarter:

1. Within three (3) business days following the end of each of the first two months of each quarter CBOT will pay CME [**]. "Quarters," as used in this Schedule, means CME's fiscal quarters.

At the end of the third month of each quarter (quarter-end):

1. At the end of the third month of each quarter the [**] for the quarter will be determined (including matched sides and sides generated through post-trade processing transactions) and the aforementioned pricing structure will be applied to determine the amount of the clearing charge CME will charge to CBOT.
2. If the clearing charge for the quarter is greater than [**], CBOT will pay CME for the amount of the clearing charge above [**] (which represents the credit CBOT will receive for the prior two month's minimum monthly payments of [**]). This payment will be paid by CBOT within ten (10) business days following the receipt of the quarterly clearing invoice from CME ("CME Clearing Invoice").
3. Should the CBOT quarterly clearing charge not exceed [**], CBOT will pay CME [**] (the agreed upon minimum monthly payment) within ten (10) business days following the receipt of the quarterly CME Clearing Invoice.

Examples:

Example A:
[**]
Example B:
[**]
Example C:
[**]

CONFIDENTIAL INFORMATION REDACTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. OMITTED PORTIONS INDICATED BY [**].

Schedule C
Project Development Plan

Outlined below are the terms to which the Parties have agreed concerning the development of and compliance with a detailed project plan for implementing the arrangements described in this Agreement.

Terms Relating to Plan

A. Development of the Plan. Immediately following the Effective Date of this Agreement and on an ongoing basis throughout the development period prior to the Launch Date, the Parties will use their best efforts to update the project development plan (the "Plan", as updated from time to time during the development period). The Plan shall identify, with reasonable detail, (i) all material information that must be exchanged between the Parties, (ii) any outstanding matters that must be agreed to between the Parties or decisions that must be reached by one Party, (iii) all material tasks that must be completed by either Party, and (iv) the timeline upon which such tasks must be completed in order to meet the Launch Date. The Parties shall also use their best efforts to jointly develop and incorporate within the Plan an (i) outline and timeline for completing legal documentation, including necessary regulatory filings and any documentation that must be executed by Special CME Clearing Members or other entities, and (ii) and outline and timeline for other communications with Special CME Clearing Members, ISVs, market data vendors, back-office service bureaus and any other entity with which information must be shared in order to effectuate a successful launch of Clearing Services.

B. Mutual Best Efforts to Participate and Adhere to Plan. Each of the Parties shall use its best efforts to participate fully in the planning process and to complete its required tasks in accordance with the timeline identified in the Plan. CME understands and agrees that it has primary responsibility for completing the development work necessary to implement Clearing Services as described in Schedule A. CBOT understands and agrees that it also will have development work to complete in order to effectively implement Clearing Services, including without limitation any development work necessary to provide to CME the information and reports specified to be provided by CBOT in Schedule A. Both Parties understand and agree that their full participation will be required for multiple phases of systems testing, including a comprehensive end-to-end testing phase of the fully integrated systems, which testing may require overtime, weekend and holiday work.

C. Failure to Adhere to Plan. A failure to meet a particular internal deadline set forth in the Plan by either Party shall not be deemed a Material Breach of this Agreement. However, if either Party concludes that a serious failure or multiple failures to conform to the tasks and timelines set forth in the Plan jeopardizes the Parties' ability to meet the Launch Date, the concerned Party shall so notify the relevant management personnel of the other Party (including the individuals identified in Section 19.5) in writing, which may be by e-mail, and the Parties shall use reasonable efforts to resolve the matter and adjust the Plan to the concerned Party's satisfaction. If such efforts are not successful, the concerned Party may, not sooner than ten (10) business days after delivering the notice, submit the matter to arbitration. If the arbitrator concludes that one of the Parties is primarily and substantially at fault for the failure and that the failure does jeopardize the Launch Date, the other Party shall have the option to terminate this

Agreement for an Unexcused Breach under Section 10.1, without application of any notice and cure period.

Project Review Teams

Immediately following the Effective Date, each Party will identify individuals to participate in the following review teams, each of which will review matters assigned to it and develop any related elements of the Plan. Where a team is assigned to identify interface requirements or other technical requirements, the team shall produce at least a high-level functional specifications document. The Parties agree that the project review teams shall complete the process of fully defining requirements for each aspect of the project described below by May 16, 2003, meaning that the teams will have decided how to resolve any open issues and have documented and circulated their assigned elements of the Plan, including any functional specifications documents.

A. Product Review Team. Matters to review:

- Review contract specifications in detail
- Identify specifications not currently supported by CME
- Document variable cabinet pricing requirements
- Review product and price file layouts
- Identify product and price interface requirements
- Review market related layouts
- Map MD layouts
- Identify MD interface requirements

B. Deliveries Review Team. Matters to review:

- Review delivery requirements
- Determine information that must be shared to complete automated deliveries processes development work
- Review deliveries file layouts
- Identify deliveries interface requirements

C. Regulatory Review Team. Matters to review:

- Review regulatory file layouts
- Identify regulatory interface requirements

D. Membership Review Team. Matters to review:

- Review membership file layouts
- Identify membership interface requirements

E. Trade Review Team. Matters to review:

Review trade related file layouts

Map trade layouts

Identify trade interface requirements

Exhibit 23.1

[Deloitte Logo]

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Amendment No. 9 to Registration Statement No. 333-72184 of CBOT Holdings, Inc. of our report dated February 18, 2004 related to the Board of Trade of the City of Chicago, Inc. and its subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the adoption of Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities*) appearing in the Proxy Statement and Prospectus, which is a part of such Registration Statement, and to the reference to us under the headings “Selected Financial Data” and “Experts” in such Proxy Statement and Prospectus.

/s/ Deloitte & Touche LLP
November 8, 2004

BOARD OF TRADE OF THE CITY OF CHICAGO, INC.
141 West Jackson Boulevard
Chicago, Illinois 60604

Solicited by the Board of Directors

In connection with the restructuring transactions described in the proxy statement and prospectus (the "Proxy Statement and Prospectus") accompanying this proxy ballot, the undersigned hereby appoints Paul J. Draths, Terry Livingston, and Carol A. Burke and each of them, proxies, with full power of substitution and revocation, acting together or, if only one is present and voting, then that one, to vote the membership of the Board of Trade of the City of Chicago, Inc., a nonstock, not-for-profit corporation (the "CBOT"), which the undersigned is entitled to vote, at the special meeting of the membership to be held on , 2004 and any adjournments or postponements thereof, with all the powers the undersigned would possess if personally present, as designated herein and authorizes the proxies to vote in accordance with the recommendations of the management of the CBOT upon such other business as may properly come before the special meeting of the membership.

THE RESTRUCTURING TRANSACTIONS

THE BOARD OF DIRECTORS OF THE CBOT RECOMMENDS A VOTE
"FOR" PROPOSITIONS 1, 2, 3, 4 AND 5.

(1) The approval and adoption of the agreement and plan of merger relating to the merger, which provides for the merger that will facilitate our demutualization and the adoption of a new amended and restated certificate of incorporation of the CBOT to take effect upon the effectiveness of the merger;

☐ FOR ☐ AGAINST

(2) The approval and adoption of the amended and restated bylaws of the CBOT, which will become the bylaws of the CBOT subsidiary, and technical amendments to the bylaws of the CBOT identifying the holders of Full Memberships, Associate Memberships, GIMs, IDEMs and COMs, and clarifying the status of holders of GIM, IDEM and COM membership interests as "members" of the CBOT for purposes of Delaware law;

☐ FOR ☐ AGAINST

(3) The approval and ratification of the allocation of CBOT equity (i.e., the CBOT Holdings Class A common stock) among the classes of CBOT members in accordance with the settlement allocation established by the terms of the settlement agreement;

☐ FOR ☐ AGAINST

(4) The approval and ratification of the August 7, 2001 agreement as amended and restated as of October 7, 2004 relating to the exercise right entered into by us and the CBOE; and

☐ FOR ☐ AGAINST

(5) The approval and ratification of the changes to our corporate governance structure, as set forth in the amended and restated certificate of incorporation and bylaws for each of CBOT Holdings and the CBOT subsidiary, and certain changes to the rules and regulations of the CBOT subsidiary, which, collectively, will facilitate the demutualization and the modernization of certain aspects of our corporate governance structure, and all other matters relating to the restructuring transactions.

☐ FOR ☐ AGAINST

ALTHOUGH YOU ARE BEING ASKED TO APPROVE EACH OF THESE FIVE PROPOSITIONS SEPARATELY, EACH OF THESE PROPOSITIONS IS RELATED TO, AND EXPRESSLY CONDITIONED UPON THE APPROVAL OF, THE OTHER PROPOSITIONS. THIS MEANS THAT THE CBOT WILL NOT TAKE ANY ONE OR MORE OF THESE ACTIONS RELATING TO THE RESTRUCTURING TRANSACTIONS WITHOUT TAKING ALL ACTIONS, SUBJECT TO THE TERMS AND CONDITIONS OF SUCH TRANSACTIONS. ACCORDINGLY, UNLESS ALL FIVE OF THE ABOVE PROPOSITIONS RELATING TO THE RESTRUCTURING TRANSACTIONS ARE APPROVED BY THE REQUISITE VOTE OF THE MEMBERS AS DESCRIBED IN THE PROXY STATEMENT AND PROSPECTUS, THE RESTRUCTURING TRANSACTIONS WILL NOT HAVE BEEN APPROVED BY THE MEMBERS AND, ACCORDINGLY, WILL NOT BE COMPLETED.

_____ _____

Signature Date

_____

Print Name Here

By executing this proxy ballot the undersigned hereby revokes any and all prior proxy ballots and hereby affirms that, as of the date hereof, the undersigned had the power to deliver a proxy ballot with respect to the applicable membership.

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY BALLOT PROMPTLY