

A-B-C AGREEMENT

AGREEMENT made and effective this _____ day of _____, 20____, by and between

_____, a
(partnership/corporation/LLC) organized and existing under the laws of the State of _____
(hereinafter the "Firm"), with its principal office at _____, and _____,
(address of firm) (name of individual)

residing at _____, a
(address of individual)
general partner _____ officer _____ employee _____ member _____ [check one]
of the Firm or an Affiliated Firm (hereinafter the "Employee").

WHEREAS, the Firm is or is about to become a Member Firm of ICE Futures U.S., Inc. (hereinafter "ICE FUTURES U.S., INC."); and

WHEREAS, the Employee has acquired or is about to acquire record title to NYBOT Membership No. _____ in ICE Futures U.S., Inc. (hereinafter the "Membership"), and will receive membership privileges on the basis of said Membership in ICE Futures U.S., Inc.; and

WHEREAS, any consideration for the acquisition of the Membership has been (or will be) paid or provided by the Firm, the Employee has not paid or provided (and will not pay or provide) any consideration for such acquisition, the Employee has acquired or will acquire record title to the Membership solely as nominee for the Firm and the parties consider the Membership to be the asset of the Firm as provided in ICE Futures U.S., Inc. Rule 2.25(c);

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

- A. The Employee acknowledges that the Employee has no beneficial title to or interest in the Membership, that the Employee holds and will hold record title to the Membership solely as nominee for the Firm, and that the Firm shall retain sole beneficial title to and interest in the Membership, and all rights and powers derived there from.
- B. The Employee will not sell, transfer or in any way dispose of or encumber the Membership except with the prior written authorization of the Firm and to the extent that the Membership may be encumbered Rules. The proceeds of any authorized sale, transfer or other disposition of the Membership shall belong to the Firm.
- C. All dues, assessments and other expense of maintaining the Membership shall be paid by the Firm as an expense of the Firm.

- D. The Employee shall forthwith execute and deliver such instruments and documents and take such other actions as the Firm may direct in order to sell, transfer, dispose of or encumber the Membership to any other Person. If the Employee fails to do so in any case, the Firm, and any general partner, officer or member thereof, is hereby authorized to execute and deliver such instruments and documents and take such other actions in the name and on behalf of the Employee; and such authorization shall not be affected by the death, disability or incompetence of the Employee.
- E. This Agreement shall terminate upon the mutual written consent of the parties hereto; the sale of the Membership authorized by the Firm, or the transfer of the Membership to another Person designated by the Firm pursuant to the ICE Futures U.S., Inc. transfer procedures under Membership Rules 2.25 and 2.26.
- F. The parties agree that any and all controversies arising out of or in connection with this Agreement, its negotiation, interpretation or termination shall be arbitrated in accordance with the ICE Futures U.S., Inc. Arbitration Rules.
- G. This Agreement shall be binding upon the parties, the successors and assigns of the Firm and the personal representatives, heirs, successors and assigns of the Member.
- H. All terms used herein shall have the meanings ascribed thereto in the Rules of the Exchange, unless otherwise defined herein.

AGREED BY:**AGREED BY:**

Signature of Employee

Print Name of Firm

Print Name of Employee**By:**_____
Authorized Signature

Print Name and Title