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USA

February 12, 2007

File No. SR-CBOE-2006-106

Nancy M. Morris
Secretary, Securities and Exchange Commission
100 F. Street, NE
Washington, DC 20549-1090
USA

Dear Madam Secretary:

I am a former member of the Chicago Board Options Exchange (CBOE) of nearly 15 years. It is very disturbing that the SEC is even entertaining the CBOE's position regarding the unilateral termination of the Chicago Board of Trade's Exercise Right. The "right" was initially granted in the CBOE's charter. It was reaffirmed in the 1992 agreement and then again in no less than 3 subsequent agreements.

On page 5 of the 2003 Agreement, the CBOE agreed "not to take any action inconsistent with this Agreement". Is there any question that Mr. Brodsky and the CBOE have taken action that is inconsistent with the numerous agreements and reaffirmations that he signed as Chairman of the CBOE? Is there another definition of consistent?

Mr. Brodsky's leadership regarding this issue is morally questionable at best. The subterfuge regarding CME Holdings as not being an Exchange is disingenuous. This is merely semantics. Any clear thinking person can see this for what it is; and that is to exclude CBOT members from participating in any IPO the CBOE would offer. In fact, the CBOE stipulates in the 1992 agreement that "…**a significant purpose** of the Agreement is to ensure that CBOE will not make any offer, distribution or redemption to CBOE regular members as a class which would have the effect of diluting the rights under Article Fifth (b) of Eligible CBOT Full Members ..." The CBOT and its members have contributed significant resources in the development of the CBOE and are consequently entitled to retain the Exercise Right as outlined in the numerous agreements; for Mr. Brodsky and the CBOE to suggest otherwise is blatantly disgraceful and dishonest.

Millions of contracts are traded everyday on our two exchanges without any lawyers present. Following the thinking of the CBOE, a trader only needs to change his name, a clearing firm merely needs to change its name, the Options Clearing Corporation (OCC) could alter its name and all the contracts traded would be null and void if the outcome to either party were deemed unfavorable. Imagine the chaos if one were to following the CBOE's line of thinking. It would be insane. When an investor buys CME stock on the NYSE, they are investing in the welfare of an exchange. It's certainly not a shoe company! To paraphrase the 26th President of the United States, Theodore Roosevelt, "a man may steal from a railroad car, but give him a university education and he can steal the whole railroad." The tenor and tactics of Mr. Brodsky, the CBOE and their attorneys seem to be just that- to steal the CBOT's railroad (i.e. exercise right).

Finally, the CBOE's position regarding the exercise right certainly cannot be construed as being in the "spirit of the law". In addition, I certainly hope that any personal relationships that senior CBOE officials may have with their regulators at the SEC do not unduly influence the outcome of this case. I trust that you will see to it that the right thing is done in this matter.

Respectfully,

Adam Rich

Member, Chicago Board of Trade