Letter to SEC Ref: comment period:

Ref: "File No. SR-CBOE-2006-106" February 10, 2007

Dear sir:

This letter addresses my comment to CBOE Proposed Rule Change above from my status not only as present member and owner of contract rights which have existed as member of the Chicago Board of Trade; but also as past member of CBOE Chicago Board Options Exchange who owned a seat and gave those rights up to the Chicago Board of Trade; full aware of the limits and contracts and property rights given; as CBOE member in 1977.

My objections to the proposed rules change affecting my full rights under contract accepted by all members and lived under agreements for 34 years, are as follows:

1. The Rule Change, referred herein, to 'change', if adopted, cancels in full, all rights, values created by any and all agreements contracted to, in writing, and enforced, over a 34 year period; and interferes with the property rights as part of all parties to the contract and its mutual agreements and intentions of the right and equity value (worth) of the ERP right which is part of the membership value and subsequent value under demutulization. It had been contracted for, and since inception, always was part of the full CBOT exchange membership seat value; i.e. that the CBOE trading right, and its value and use and in equity, had the ability and right, to trade any and all options contracts on the CBOE as granted in the CBOE's Certificate of Incorporation.

This was made clear in all CBOE Membership seat offerings, prospectuses, membership documents, rental agreements, and a bid / offer market for each seat constantly updated by CBOE management and membership departments, to show the increased value of CBOT membership to reflect its INCLUSIVE value of the CBOE membership right. That value was always part of a monthly rental or full price difference posted daily in the membership departments.

That right should not change ex post facto, after 32 years in existence; by an Administrative rule or order, being a unilateral move to extinguish those rights, values, and merits of ownership which I have purchased memberships with, traded under, and used, and had a right to lease out since time of CBOE incorporation.

I not only lived under these agreements as past CBOE member and CBOT member I paid $ 500-600 a month extra to lease out my CBOE seat and take on a CBOT full seat, and still trade on both exchanges simultaneously; and did so for years in the morning on the CBOT, afternoons on the CBOE.

So I, not only as a full CBOT full member purchase under the agreement those property rights, and have a contractual 'right' to become CBOE a member without obtaining a separate CBOE membership; I did in fact exercise and use that right and did so, both as a option market maker and full time CBOT floor trader.

This right, and value of dual membership status, which is not only a right in use, and in such use, has a value, (rental, high seat cost, or tangible value expressed in the Demutualization agreement - and contracted to me) included in the full CBOT seat; but also has had a value closely monitored, watched, quoted and arbitraged, and traded as CBOE members traded up and bought the larger seat to use fully as CBOE members, and also enjoy the value of CBOT membership inclusive of that right and value. In return CBOE was supported financially, and added liquidity and talent of traders and experienced SEC licensed and cleared floor brokers trading under full CBOT memberships; using the CBOE floor and market maker privileges as full CBOE members.

The right, which under Demutulization is exchanged for equity under said agreement, was has and should continue to exist irregardless of the name change of the entity, since the CBOT Exchange does not cease to exist through merger; the building at 141 Jackson is still here, and the Exchange is the Chicago Board of Trade.

The value was not diminished, changed or reduced for 34 years; and as a separate full member of the CBOT, when acquired in merger as a separate division, the CBOT, a Division of the CME Group; would not reduce the value of rights accorded to me for 34 years of ownership as a CBOT member.

Historically, at time of formation; CBOT members were assessed additional and Special dues, fees, and assessments, to support financially, create and form the CBOE, and construct the 7th floor trading areas, in the airspace directly above the CBOT trading floor; direct access elevators were maintained to allow full members CBOT to come up to the CBOT floor and trade after grain markets closed.

These dues fees and assessments by contract were monetized and guarantied by continued free eligibility of CBOT full member rights and equity to exist simultaneously as full CBOE members; not only by the value of the seats, and the two different and higher rental incomes; but also by the equity agreements also contracted for as part of the original agreement controlling both parties; in the event of CBOE Demutulization.

This Rule Change as a matter of law under present litigation tortuously interferes with my contractual rights, which has existed for 34 years as member of CBOT with full CBOE Membership rights and equity. Adoption of the 'change' would be confiscatory and cancel the valuable property interest of my full CBOT full membership value: i.e. " to trade and or lease it to trade on the CBOE for full use as a full member." This value, which has existed always since incorporation at rates ranging from $ 5000- 10,000 a months in worth of lease fees.

This CBOE Rule Change would also extinguish a 34 year contractual right to share equally in any distribution stemming from CBOE's planned demutualization specified by contract and reaffirmed in subsequent contracts between CBOE and CBOT boards, reaffirmed, and abided by all memberships; in return for formation costs, goodwill, support, real estate use, trading commissions, and values and leases and fees, and incomes taken by CBOE board, and management and its membership since CBOE incorporation.

Summary, As past member of CBOE and present member of CBOT; for the above reasons, the Rule Change would be unfair in its implementation in that it attempts to make by administration ruling and as part of adoption, would impose and declare a "breach of contract" and damages and loss of property rights fairly agreed to and abided by, under written contracts and subsequent contracts reaffirming these agreements, for 34 years.

An adoption of any or all of this Rule Change would, in itself, affect my Constitutional property rights which were fairly contract for and interfered with.

SEC adoption of such a Administrative Rule Change would also interfere with state, corporate and contract laws binding and controlling and now in litigation, and/or a Court of Equity hearing my property rights; as a full member and party to the CBOT - CBOE contractual agreements.

Lance R. Goldberg
Full Member CBOT

Past Member CBOE.