

APPENDIX E

FIXED INCOME CLEARING CORPORATION/ THE CLEARING CORPORATION

CROSS-MARGINING PARTICIPANT AGREEMENT (AFFILIATED MEMBERS)

The undersigned "FICC Member" is a Government Securities Division netting member of Fixed Income Clearing Corporation ("FICC"). The undersigned "TCC Member" is a clearing member of The Clearing Corporation ("TCC"). The term "Clearing Organization" means either FICC or TCC. FICC Member hereby elects to become a Cross-Margining Participant of FICC, and TCC Member hereby elects to become a Cross-Margining Participant of TCC, for purposes of the Cross-Margining Arrangement between FICC and TCC.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FICC Member agrees to be bound by the FICC Rules applicable to Clearing Members and Cross-Margining Participants; TCC Member agrees to be bound by the TCC Rules applicable to Clearing Members and Cross-Margining Participants; and FICC Member and TCC Member both agree to be bound by the provisions of the Cross-Margining Agreement between FICC and TCC (the "Cross-Margining Agreement"), as any of the foregoing may be in effect from time to time.

Without limiting the generality of the foregoing, FICC Member agrees that all of its positions, margin deposits and other property in the possession or subject to the control of FICC shall be subject to the security interest and right of setoff of FICC as set forth in the FICC Rules and the Cross-Margining Agreement, and TCC Member agrees that all of its positions, margin deposits and other property in the possession or subject to the control of TCC shall be subject to the security interest and right of setoff of TCC as set forth in the TCC Rules, and the Cross-Margining Agreement.

Without limiting the generality of the foregoing, FICC Member and TCC Member agree that each of FICC and TCC has a security interest in the Aggregate Net Surplus as security for the Reimbursement Obligation and the Maximization Reimbursement Obligation, and has all rights of a secured creditor under the New York Uniform Commercial Code. FICC Member and TCC Member each unconditionally promises immediate payment of any Reimbursement Obligation and Maximization Reimbursement Obligation to a Clearing Organization as set forth in the Cross-Margining Agreement. FICC Member and TCC Member further agree that, (i) if FICC has declared a Default Event with respect to FICC Member, then TCC may declare TCC Member to be in default under its Rules (such default also shall be considered a "Default Event") and (ii) if TCC has declared a Default Event with respect to TCC Member, then FICC may declare FICC Member to be in default under its Rules (such default also shall be considered a "Default Event").

FICC Member and TCC Member agree that Clearing Data may be disclosed by FICC to TCC and by TCC to FICC. Clearing Data means transactions and other data that is received by FICC or TCC in its clearance and/or settlement processes, and such data, reports or summaries thereof, which may be produced as a result of processing such data, including data regarding a FICC Member's and TCC Member's positions, margin requirements and deposits.

Neither FICC nor TCC guarantees to FICC Member or TCC Member that the calculation of the Cross-Margining Reduction pursuant to the Cross-Margining Agreement will yield any, or the highest possible, Cross-Margining Reduction for either FICC Member or TCC Member.

Each of FICC Member and TCC Member represents and warrants to and for the benefit of the Clearing Organizations that: (i) it has full power and authority to execute and deliver this agreement and to perform its obligations hereunder; (ii) its execution and delivery of this agreement and the performance of its obligations hereunder have been duly authorized by all requisite action; (iii) all authorizations of and exemptions, actions, approvals and consents by, and all notices to or filings with, any governmental or other authority or other persons that are necessary to enable it to execute and deliver this agreement and to perform its obligations hereunder have been obtained or made and are in full force and effect, and it has complied with all of the conditions thereof; (iv) this agreement has been duly executed and delivered by it; (v) this agreement is a legal, valid and binding obligation on its part, enforceable against it in accordance with its terms; and (vi) its execution, delivery and performance of this agreement do not violate or conflict with any law, regulation, rule of a self-regulatory organization or judicial or governmental order or decree to which it is subject, any provision of its constitutional or governing documents, or any term of any agreement or instrument to which it is a party, or by which its property or assets is bound or affected.

Each of FICC Member and TCC Member further represents and warrants to FICC and TCC that they are Affiliates of one another as defined in the Cross-Margining Agreement. FICC Member and TCC Member acknowledge and agree that they will be treated as Cross-Margining Affiliates for purposes of the Cross-Margining Agreement and that, as a result, a default by FICC Member to FICC may result in a loss to TCC Member, and a default by TCC Member to TCC may result in a loss to FICC Member.

Without limiting any provision of FICC's Rules, TCC's Rules or any other agreement between FICC Member and/or TCC Member and FICC or TCC, any transfer by the FICC Member or the TCC Member of any rights it may have in the Aggregate Net Surplus (or any component thereof) shall be null and void and, in any event, subject to the prior payment in full of all Reimbursement Obligations and Maximization Reimbursement Obligations under the Cross-Margining Agreement.

This Agreement shall be effective, when accepted by both FICC and TCC. This Agreement may be terminated by FICC Member or TCC Member upon two Business Days' notice to FICC and TCC and such termination shall be effective upon written

acknowledgement by both FICC and TCC. Either FICC or TCC may terminate this agreement immediately upon notice to FICC Member and TCC Member. Notwithstanding the previous two sentences, the FICC Member's and the TCC Member's obligations under this agreement and the Cross-Margining Agreement shall survive the termination of this agreement. Capitalized terms used in this agreement that are undefined shall have the meanings given to them in the Cross-Margining Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed one and the same agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

FICC Member

TCC Member

Name of Member: _____ **Name of Member:** _____

By: _____ **By:** _____

Print Name: _____ **Print Name:** _____

Title: _____ **Title:** _____

Accepted By:

**Fixed Income
Clearing Corporation**

**The Clearing
Corporation**

By: _____ **By:** _____

Print Name: _____ **Print Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

This agreement is effective as of _____.

[To be filled in upon acceptance of both TCC and FICC.]