

**FIXED INCOME CLEARING CORPORATION/  
CHICAGO MERCANTILE EXCHANGE INC.**

**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 "CME Member" is a clearing member of Chicago Mercantile Exchange Inc. ("CME"). The term "Clearing Organization" means either FICC or CME. FICC Member hereby elects to become a Cross-Margining Participant of FICC, and CME Member hereby elects to become a Cross-Margining Participant of CME, for purposes of the Cross-Margining Arrangement between FICC and CME.

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; CME Member agrees to be bound by the CME Rules applicable to Clearing Members and Cross-Margining Participants; and FICC Member and CME Member both agree to be bound by the provisions of the Cross-Margining Agreement between FICC and CME (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 CME Member agrees that all of its positions, margin deposits and other property in the possession or subject to the control of CME shall be subject to the security interest and right of setoff of CME as set forth in CME's Rules and the Cross-Margining Agreement.

Without limiting the generality of the foregoing, FICC Member and CME Member agree that each of FICC and CME 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 CME 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 CME Member further agree that, (i) if FICC has declared a Default Event with respect to FICC Member, then CME may declare CME Member to be in default under its Rules (such default also shall be considered a "Default Event") and (ii) if CME has declared a Default Event with respect to CME 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 CME Member agree that Clearing Data may be disclosed by FICC to CME and by CME to FICC. Clearing Data means transactions and other data that is received by FICC or CME 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 Member's positions, margin requirements and deposits.

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

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

Without limiting any provision of FICC's Rules, CME's Rules or any other agreement between FICC Member and/or CME Member and FICC or CME, any transfer by the FICC Member or the CME 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 CME. This Agreement may be terminated by FICC Member or CME Member upon two

Business Days' notice to FICC and CME and such termination shall be effective upon written acknowledgement by both FICC and CME. Either FICC or CME may terminate this Agreement immediately upon notice to FICC Member and CME Member. Notwithstanding the previous two sentences, the FICC Member's and the CME 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**

**CME Member**

**Name of Member:** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Accepted By:**

**Fixed Income Clearing Corporation**

**Chicago Mercantile Exchange Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This Agreement is dated as of \_\_\_\_\_.

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