EFFECTIVE AS OF October 19, 2020

FIXED INCOME CLEARING CORPORATION

GOVERNMENT SECURITIES DIVISION RULEBOOK

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RULE 1 – DEFINITIONS*

Unless the context requires otherwise, the terms defined in this Rule shall, for all purposes of these Rules, have the meanings herein specified.

Account

The term "Account" means any account maintained by the Corporation on behalf of a Netting Member. An Account maintained for an Inter-Dealer Broker Netting Member or a Segregated Repo Account of a Non-IDB Repo Broker is referred to as a "Broker Account". An Account of a Netting Member that is not a Broker Account is referred to as a "Dealer Account". With respect to an applicable Cross-Margining Agreement, the term "Account" may include a Market Professional Cross-Margining Account.

Accrued Repo Interest-to-Date

The term "Accrued Repo Interest-to-Date" means, on a particular Business Day, as regards an outstanding Repo Transaction, the product of: (1) the original Contract Value of the Start Leg, (2) the Contract Repo Rate, and (3) the number of days between the next Scheduled Settlement Date and the Start Leg Date, divided by 360.

Acknowledgement Cutoff Time

The term "Acknowledgement Cutoff Time" shall have the meaning given to that term in Section 5(b) of Rule 13.

Actual Deposit

The term "Actual Deposit" shall have the meaning given that term in Section 4 of Rule 4.

Actual Settlement Date

The term "Actual Settlement Date" means the Business Day on which a Net Settlement Position is settled.

Affected Member

The term "Affected Member" has the meaning assigned in Section 2a(b)(i)(E) of Rule 22A.

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* All products and services provided by the Corporation referenced in these Rules are either registered trademarks or servicemarks of, or trademarks or servicemarks of, The Depository Trust & Clearing Corporation or its affiliates. Other names of companies, products or services appearing in these Rules are the trademarks or servicemarks of their respective owners.

Affected Netting/CCIT Member

The term "Affected Netting/CCIT Member" shall have the meaning given to such term in Section 3b of Rule 20.

Affiliate

The term "Affiliate" shall have the meaning given that word in SEC Rule 405, promulgated under the authority of the Securities Act of 1933.

Aggregate Regular Amount

The term "Aggregate Regular Amount" means the total dollar amount determined by the Corporation as a sufficient threshold to capture the majority of all Netting Members' observed Liquidity Needs.

Aggregate Supplemental Amount

The term "Aggregate Supplemental Amount" means the difference between the Aggregate Total Amount minus the Aggregate Regular Amount.

Aggregate Total Amount

The term "Aggregate Total Amount" means the sum of the Corporation's Historical Cover 1 Liquidity Requirement plus the Liquidity Buffer for a given Look-Back Period.

Applicant Questionnaire

The term "Applicant Questionnaire" means the questionnaire required by these Rules to be completed and delivered to the Corporation by an applicant, as applicable, to become a Member, including a CCIT Member, as applicable.

Appropriate Regulatory Agency

The term "Appropriate Regulatory Agency" shall have the meaning given that term in Section 3(a)(34)(C) of the Exchange Act.

As-Of Trade

The term "As-Of Trade" means a trade, including an Eligible Conversion Trade, involving Eligible Securities, the data on which is submitted by Members to the Corporation for comparison on or after the Scheduled Settlement Date for such trade.

Auction Purchase

The term "Auction Purchase" with respect to Treasury Department auctions means an Eligible Treasury Security or the Eligible Treasury Securities purchased at auction from the Treasury Department by a Netting Member. The sum of all awards made to a Member,

as the result of an auction, at a single price and from a single Federal Reserve Bank shall constitute a separate Auction Purchase.

Average Auction Price

The term "Average Auction Price" with respect to Treasury Department auctions means, on a CUSIP Number-by-CUSIP Number basis, the par-weighted average price at which Auction Purchases of Netting Members that have been submitted to the Corporation by a Federal Reserve Bank were made at a particular auction.

Average RFD

The term "Average RFD" shall have the meaning given that term in Section 7 of Rule 4.

Backtesting Charge

The term "Backtesting Charge" means an additional charge that may be added to a Netting Member's VaR Charge to mitigate exposures to the Corporation caused by settlement risks that may not be adequately captured by the Corporation's portfolio volatility model. The Corporation may assess this charge on a Netting Member's start of the day portfolio (the "Regular Backtesting Charge") and/or its intraday portfolios (the "Intraday Backtesting Charge"), as needed, to enable the Corporation to achieve its backtesting coverage target. The Regular Backtesting Charge and the Intraday Backtesting Charge may apply to Netting Members that have 12-month trailing backtesting coverage below the 99 percent backtesting coverage target, excluding deficiencies attributable to Blackout Period exposures. The Regular Backtesting Charge and the Intraday Backtesting Charge, as applicable, shall generally be equal to the Netting Member's third largest deficiency that occurred during the previous 12 months. Deficiencies attributable to Blackout Period exposures would be included only during the Blackout Period. The Corporation may in its discretion adjust such charge if the Corporation determines that circumstances particular to a Netting Member's settlement activity and/or market price volatility warrant a different approach to determining or applying such charge in a manner consistent with achieving the Corporation's backtesting coverage target.

Bank Netting Member

The term "Bank Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

Bilateral Comparison

The term "Bilateral Comparison" means the comparison of a trade by the matching by the Corporation, pursuant to these Rules, of data submitted by two Members.

Blackout Period

The term "Blackout Period" means, with respect to the Blackout Period Exposure Charge, the period between the last business day of the prior month and the date during the current

month upon which a government-sponsored entity that issues mortgage-backed securities publishes its updated Pool Factors.

Blackout Period Exposure Adjustment

The term "Blackout Period Exposure Adjustment" means an additional charge or a reduction that may be added to a GCF Counterparty's VaR Charge to mitigate exposures to the Corporation that may arise due to potential overvaluation of mortgage-backed securities pledged to collateralize GCF Repo Transactions during the Blackout Period. The Blackout Period Exposure Adjustment shall apply to GCF Counterparties that are exposed to potential overvaluation of mortgage-backed securities pledged as collateral during the Blackout Period. The Blackout Period Exposure Adjustment shall be based on a projected average pay-down rate of the applicable mortgage-backed securities. The Corporation may in its discretion adjust or waive such adjustment if the Corporation determines that circumstances particular to the GCF Counterparty's use of mortgage-backed security pledges or to the mortgage-backed securities so pledged warrant a different approach to determining or applying such adjustment in a manner consistent with achieving the Corporation's backtesting coverage target.

Board or Board of Directors

The terms "Board" or "Board of Directors" mean the Board of Directors of Fixed Income Clearing Corporation or a committee thereof acting under delegated authority.

Broker

The term "Broker" means a Member that is a Registered Broker or Registered Government Securities Broker and that is regularly engaged in the business of effecting transactions in Eligible Securities for the account of other Members.

Brokered Repo Transaction

The term "Brokered Repo Transaction" means a Repo Transaction, including a GCF Repo Transaction, a party to which is a Repo Broker.

Brokered Transaction

The term "Brokered Transaction" means any transaction, including a Repo Transaction, calling for the delivery of an Eligible Netting Security, or the posting of cash or an Eligible Netting Security as collateral, the data on which has been submitted to the Corporation by Members, to which transaction (i) an Inter-Dealer Broker, or (ii) a Non-IDB Repo Broker with respect to activity in its Segregated Repo Account, is a party. The mere fact that an Inter-Dealer Broker, or a Non-IDB Repo Broker with respect to activity in its Segregated Repo Account, has submitted data to the Corporation on a transaction is not, solely of itself, determinative of whether such Broker is a party to the transaction.

Business Day

The term "Business Day" means any day on which the Corporation is open for business except that, for purposes of Rule 11, Rule 12, and Rule 13, "Business Day" means any day on which both the Corporation and the Federal Reserve Bank of New York are open for business.

Category 1 Sponsoring Member

The term "Category 1 Sponsoring Member" shall have the meaning given that term in Section 2(a) of Rule 3A.

Category 2 Sponsoring Member

The term "Category 2 Sponsoring Member" shall have the meaning given that term in Section 2(a) of Rule 3A.

CCIT™*

The term "CCIT" means Centrally Cleared Institutional Triparty.

CCIT Account

The term "CCIT Account" shall have the meaning assigned to it in Section 9(b) of Rule 3B.

CCIT Daily Repo Interest

The term "CCIT Daily Repo Interest" means the interest amount that is collected from or paid to a Netting Member, as applicable, and collected from or paid to a CCIT Member, as applicable, on a daily basis resulting from a CCIT Transaction.

CCIT Member Termination Date

The term "CCIT Member Termination Date" shall have the meaning given that term in Section 6 of Rule 3B.

CCIT Member Voluntary Termination Notice

The term "CCIT Member Voluntary Termination Notice" shall have the meaning given that term in Section 6 of Rule 3B.

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* CCIT is a trademark of The Depository Trust & Clearing Corporation.

CCIT MRA Account

The term "CCIT MRA Account" shall have the meaning assigned to it in Section 9(b) of Rule 3B.

CCIT Transaction

The term "CCIT Transaction" means a transaction that is processed by the Corporation in the CCIT Service. Because the CCIT Service leverages the infrastructure and processes of the GCF Repo Service, a CCIT Transaction must be: (i) in a Generic CUSIP Number approved for the GCF Repo Service and (ii) between a CCIT Member and a Netting Member who participates in the GCF Repo Service where the CCIT Member is the cash lender in the transaction.

CCLF®

The term "CCLF" means the Corporation's "Capped Contingency Liquidity Facility®" as more fully described in Section 2a of Rule 22A.

CCLF Event

The term "CCLF Event" means an event declared by the Corporation once it has ceased to act for a Netting Member pursuant to Rule 22A and determines, in its sole discretion, that it does not have sufficient liquidity to satisfy the obligations of such Netting Member.

CCLF MRA

The term "CCLF MRA" has the meaning assigned in Section 2a(a) of Rule 22A.

CCLF MRA Termination Date

The term "CCLF MRA Termination Date" has the meaning assigned in Section 2a(a)(L) of Rule 22A.

CCLF Transaction

The term "CCLF Transaction" refers to a repurchase transaction entered into subject to the CCLF MRA.

Centrally Cleared Institutional Triparty Member or CCIT Member

The terms "Centrally Cleared Institutional Triparty Member" and "CCIT Member" mean a legal entity other than a Registered Investment Company approved to participate in the Corporation's CCIT Service as a cash lender.

Centrally Cleared Institutional Triparty Service or CCIT Service

The terms "Centrally Cleared Institutional Triparty Service" and "CCIT Service" mean the service offered by the Corporation to clear institutional triparty repurchase agreement transactions, as more fully described in Rule 3B.

CFTC

The term "CFTC" means the Commodity Futures Trading Commission.

CFTC-Recognized Clearing Organization

The term "CFTC-Recognized Clearing Organization" means a clearing organization that is affiliated with, or designated by, a contracts market or markets trading specific futures products, and is under the oversight of the Commodity Futures Trading Commission.

Clearance Difference Amount

The term "Clearance Difference Amount" means the absolute value of the dollar difference between the Settlement Value of a Deliver Obligation or a Receive Obligation and the actual value at which such Deliver Obligation or Receive Obligation was settled, by the delivery or receipt of Eligible Netting Securities.

Clearing Agency

The term "Clearing Agency" shall have the meaning given it in Section 3(a)(23) of the Exchange Act.

Clearing Agent Bank

The term "Clearing Agent Bank" means a member of the Federal Reserve System that is regularly engaged in the business of providing clearing services in Eligible Securities for Members and that has agreed to provide the Corporation, upon request, under mutually agreeable terms, with clearing services.

Clearing Fund

The term "Clearing Fund" means the Clearing Fund established by the Corporation pursuant to these Rules, which shall be comprised of the aggregate of all Required Fund Deposits and all other deposits, including Cross-Guaranty Repayment Deposits, to the Clearing Fund.

Clearing Fund Cash

The term "Clearing Fund Cash" shall have the meaning given that term in Section 3a of Rule 4.

Clearing Organization

The term "Clearing Organization" means a Clearing Agency, Derivatives Clearing Organization, Multilateral Clearing Agency, Registered Clearing Agency, CFTC Recognized Clearing Organization, FCO and/or Self-Regulatory Organization, and any other organization performing a similar function, whether or not regulated by the SEC or the CFTC, in which the Member is a member or participant.

Close of Business

The term "Close of Business" means, with respect to a Business Day and as the context requires, 5:00 p.m. or the Corporation's deadline for final input of trade data by Members as noted on the Schedule of Timeframes on such Business Day, unless otherwise determined by the Corporation as the result of delay in the close of Fedwire.

Collateral Allocation Entitlement

The term "Collateral Allocation Entitlement" means the entitlement of a Netting Member to have the Corporation allocate securities or cash for its benefit to secure such Member's GCF Net Funds Lender Position.

Collateral Allocation Obligation

The term "Collateral Allocation Obligation" means the obligation of a Netting Member to allocate securities or cash for the benefit of the Corporation to secure such Member's GCF Net Funds Borrower Position.

Collateral Mark

The term "Collateral Mark" means, on a particular Business Day, as regards any Forward Trade other than a Forward-Starting Repo Transaction during its Forward-Starting Period, the absolute value of the difference between the Contract Value of the Forward Trade and the Market Value of the Forward Trade. If the Contract Value is greater than the Market Value, then this difference shall be a positive value for a Member with a Net Short Position, and a negative value for a Member with Net Long Position. If the Market Value is greater than the Contract Value, then this difference shall be a positive value for a Member with a Net Long Position, and a negative value for a Member with a Net Short Position. The Collateral Mark for a Forward-Starting Repo Transaction during its Forward-Starting Period shall be Zero. The term "Collateral Mark" means, as regards a Forward Net Settlement Position, the sum of all of the Collateral Marks on each of the Forward Trades that compose such Position.

Collected/Paid Amount

The term "Collected/Paid Amount" means, with regard to the calculation of Funds-Only Settlement Amounts, the aggregate Settlement Amount either received by the Corporation from a Member or paid by the Corporation to a Member since the end of the processing

cycle immediately prior to the processing cycle during which the Collected/Paid Amount is calculated.

Commodity Exchange Act

The term "Commodity Exchange Act" means the Commodity Exchange Act, as amended.

Comparable Securities

The term "Comparable Securities" means, with respect to a security or securities that are represented by a particular Generic CUSIP Number, any other security or securities that are represented by the same Generic CUSIP Number.

Compared Trade

The term "Compared Trade" means a trade, including a Repo Transaction, the data on which has been compared or deemed compared in the Comparison System pursuant to these Rules, as the result of any one of the following methods: (1) Bilateral Comparison, which requires the matching by the Corporation of data submitted by two Members, (2) Demand Comparison, which requires that data to be submitted to the Corporation by a Demand Trade Source, or (3) Locked-In Comparison, which requires the data to be submitted to the Corporation by a Locked-In Trade Source.

Comparison System

The term "Comparison System" means the (1) system of services provided by the Corporation to Persons that are Members thereof, and (2) operations carried out by the Corporation in the course of providing such services, as provided for in Rules 5 through 10.

Comparison-Only Member

The term "Comparison-Only Member" means a Member that is a Member only of the Comparison System.

Contract Repo Rate

The term "Contract Repo Rate" means, as regards a Repo Transaction, the contractual interest rate on which the amount of interest owed by the Repo Party to the Reverse Repo Party at the close of the Repo Transaction is based, as established by the original parties to the Repo Transaction.

Contract Value

The term "Contract Value" means, as regards a trade other than a Repo Transaction, the dollar value at which the trade is entered into. The term "Contract Value" means, as regards a Start or End Leg, the dollar value at which such Leg is to be settled on the Scheduled Settlement Date. For a GCF Repo Transaction or a CCIT Transaction, the Contract Value

of the Start Leg is the principal value, and the Contract Value of the End Leg is the principal value plus accrued interest.

Controlling Management

The term "Controlling Management" shall mean the Chief Executive Officer, the Chief Financial Officer, and the Chief Operations Officer, or their equivalents, of an applicant or Member or such other individuals or entities with direct or indirect control over the applicant or Member; provided that with respect to a Registered Investment Company Netting Member or an applicant to become a Registered Investment Company Netting Member, the term "Controlling Management" shall include the investment manager.

Conversion Trade

The term "Conversion Trade" means an Eligible Conversion Trade the data on which has been compared by the Corporation pursuant to Rule 9 and listed on a Report made available to Members.

Corporate Contribution

The term "Corporate Contribution" shall have the meaning given that term in Section 7a of Rule 4.

Corporation

The term "Corporation" means Fixed Income Clearing Corporation, the owner of the Government Securities Division. Where these Rules refer to action taken by "the Corporation," the term should be understood to mean the management of Fixed Income Clearing Corporation, unless otherwise specified.

Coupon Adjustment Payment

The term "Coupon Adjustment Payment" means the coupon payments due and owing on each Eligible Netting Security that comprises either a Coupon-Eligible End Leg or a Fail Net Settlement Position.

Coupon-Eligible End Leg

The term "Coupon-Eligible End Leg" means an End Leg on a coupon payment date for the Eligible Netting Securities that comprise it, where such coupon payment date falls after the Start Leg related to the same Repo Transaction from which such End Leg arises has settled and on or before the Scheduled Settlement Date of the End Leg.

Covered Affiliate

The term "Covered Affiliate" means an Affiliate of a Netting Member that: (1) is not itself a Netting Member; (2) is not a Foreign Person; and (3) is a Broker, Dealer, bank, trust company, and/or Futures Commission Merchant.

CPU

The term "CPU" means the central processing unit of a computer.

Credit Clearance Difference Amount

The term "Credit Clearance Difference Amount" means, on a particular Business Day, the absolute value of the dollar difference between the Settlement Value of a Deliver Obligation or a Receive Obligation and the actual value at which such Deliver Obligation or Receive Obligation was settled, by the delivery or receipt of Eligible Netting Securities.

Credit Coupon Adjustment Payment

The term "Credit Coupon Adjustment Payment" means, on a particular Business Day, a Coupon Adjustment Payment that a Netting Member is entitled to collect from the Corporation, involving a Member in a Net Long Position with regard to either a Coupon-Eligible End Leg or a Fail Net Settlement Position.

Credit Delivery Differential Adjustment Payment

The term "Credit Delivery Differential Adjustment Payment" means, on a particular Business Day, a Delivery Differential Adjustment Payment, involving a Deliver Obligation where the Settlement Value is less than the System Value, or a Receive Obligation where the Settlement Value is greater than the System Value, that the Corporation is obligated to make to a Netting Member.

Credit Fail Mark Adjustment Payment

The term "Credit Fail Mark Adjustment Payment" means, on a Particular Business Day, a Fail Mark Adjustment Payment that a Netting Member is entitled to collect from the Corporation, involving either: (1) a Fail Deliver Obligation where the Settlement Value of such Obligation has decreased from the immediately previous Business Day, or, (2) a Fail Receive Obligation where the Settlement Value of Such Obligation has increased from the immediately previous Business Day.

Credit Forward Mark Adjustment Payment

The term "Credit Forward Mark Adjustment Payment" means, on a particular Business Day, a Forward Mark Adjustment Payment that is a positive number, and that a Netting Member is entitled to collect from the Corporation.

Credit GCF Forward Mark

The term "Credit GCF Forward Mark" means, on a particular Business Day, a GCF Forward Mark that is a positive number, and that a Netting Member is entitled to collect from the Corporation.

Credit Interest Adjustment Payment

The term "Credit Interest Adjustment Payment" means, on a particular Business Day, an Interest Adjustment Payment on an associated Debit Forward Mark Adjustment Payment made on the previous Business Day, which Interest Adjustment Payment a Netting Member is entitled to collect from the Corporation.

Credit Interest Rate Mark

The term "Credit Interest Rate Mark" means, on a particular Business Day, an Interest Rate Mark that is a positive number, and that a Netting Member is entitled to collect from the Corporation.

Credit Interest Rate Mark Adjustment Payment

The term "Credit Interest Rate Mark Adjustment Payment" means, on a particular Business Day, an Interest Rate Mark Adjustment Payment on the sum of the associated Debit GCF Forward Mark and Debit Interest Rate Mark made on the previous Business Day, which Interest Mark Adjustment Payment a Netting Member is entitled to collect from the Corporation.

Credit Risk Rating Matrix

The term "Credit Risk Rating Matrix" means a matrix of credit ratings of Members specified in Section 12 of Rule 3. The matrix is developed by the Corporation to evaluate the credit risk such Members pose to the Corporation and its Members and is based on factors determined to be relevant by the Corporation from time to time, which factors are designed to collectively reflect the financial and operational condition of a Member. These factors include (i) quantitative factors, such as capital, assets, earnings, and liquidity, and (ii) qualitative factors, such as management quality, market position/environment, and capital and liquidity risk management.

Credit Transaction Adjustment Payment

The term "Credit Transaction Adjustment Payment" means, on a particular Business Day as regards a Net Settlement Position, a Transaction Adjustment Payment that a Netting Member is entitled to collect from the Corporation, involving either: (1) a Net Long Position where the aggregate of the Contract Values of the trades that comprise such Position is less than the Aggregate of the Market Values of such trades, or (2) a Net Short Position where the aggregate of the Contract Values of the trades that comprise such Position is greater than the Market Values of such trades. The term "Credit Transaction Adjustment Payment" means, on a particular Business Day as regards a GCF Net Settlement Position, a Transaction Adjustment Payment that a Netting Member is entitled to collect from the Corporation, involving either: (1) a GCF Net Funds Borrower Position where the aggregate of the Contract Values of the GCF Repo Transactions that comprise such Position is less than the Aggregate of the Market Values of such Transactions, or (2) a GCF Net Funds Lender Position where the aggregate of the Contract Values of the GCF

Repo Transactions that comprise such Position is greater than the Market Values of such Transactions.

Cross-Guaranty Agreement

The term "Cross-Guaranty Agreement" shall mean any netting contract, limited cross-guaranty, or other similar agreement between the Corporation and (i) any clearing agency registered under Section 17A(b) of the Securities Exchange Act of 1934, (ii) any organization performing clearing functions for a contract market designated pursuant to the Commodity Exchange Act or (iii) any other domestic or foreign clearinghouse, clearing association, clearing corporation or similar organization. The term "Cross-Guaranty Agreement" shall not include Cross-Margining Agreements.

Cross-Guaranty Beneficiary Member

The term "Cross-Guaranty Beneficiary Member" shall have the meaning given to such term in Section 3 of Rule 41.

Cross-Guaranty Counterparty

The term "Cross-Guaranty Counterparty" means any party, other than the Corporation, to a Cross-Guaranty Agreement.

Cross-Guaranty Defaulting Member

The term "Cross-Guaranty Defaulting Member" means a defaulting Member on account of which the Corporation makes or receives a Cross-Guaranty Payment.

Cross-Guaranty Payment

The term "Cross-Guaranty Payment" means any payment, other than a Cross-Guaranty Repayment, that the Corporation makes or receives pursuant to a Cross-Guaranty Agreement.

Cross-Guaranty Repayment

The term "Cross-Guaranty Repayment" means (i) any amount of a Cross-Guaranty Payment received by the Corporation that the Corporation (A) repays to a Cross-Guaranty Counterparty pursuant to a Cross-Guaranty Agreement or (B) pays over to a Cross-Guaranty Defaulting Member or its legal representative pursuant to a court order or judgment or (ii) any amount of a Cross-Guaranty Payment made by the Corporation that the Corporation receives back from a Cross-Guaranty Counterparty pursuant to a Cross-Guaranty Agreement.

Cross-Guaranty Repayment Deposit

The term "Cross-Guaranty Repayment Deposit" means the deposit to the Clearing Fund required to be made by a Cross-Guaranty Beneficiary Member pursuant to Section 4 of Rule 41.

Cross-Margining Affiliate

The term "Cross-Margining Affiliate" means an affiliate of a Cross-Margining Participant that is a member of an FCO and has agreed: (i) to have its positions and margin at the FCO margined together with Eligible Positions of the Cross-Margining Participant at the Corporation in accordance with the applicable Cross-Margining Agreement, and/or (ii) if permitted by the applicable Cross-Margining Agreement, to have the positions and margin of Market Professionals cleared by the Cross-Margining Affiliate at the FCO margined together with Eligible Positions of the Market Professional customers of the Cross-Margining Participant at the Corporation.

Cross-Margining Agreement

The term "Cross-Margining Agreement" means an agreement between the Corporation and a particular FCO pursuant to which a Cross-Margining Participant, at the discretion of the Corporation and in accordance with the provisions of Rule 43, may elect to have its Required Fund Deposit in respect of Eligible Positions at FICC and its (or its Cross-Margining Affiliate's, if applicable) margin requirements in respect of Eligible Positions at such FCO calculated by taking into consideration the net risk of such Eligible Positions at each of the clearing organizations. A Cross-Margining Agreement may include provisions for the cross-margining by a Netting Member of Eligible Positions held in the accounts of Market Professionals.

Cross-Margining Arrangement

The term "Cross-Margining Arrangement" means the arrangement established between the Corporation and one or more FCOs pursuant to Cross-Margining Agreements and Rule 43.

Cross-Margining Beneficiary Participant

The term "Cross-Margining Beneficiary Participant" shall have the meaning given to such term in Section 5 of Rule 43.

Cross-Margining Guaranty

The term "Cross-Margining Guaranty" means a guaranty by an FCO of the obligations of a Cross-Margining Participant to the Corporation or, as the context requires, a guaranty by the Corporation of the obligations of a Cross-Margining Participant or its Cross-Margining Affiliate to an FCO.

Cross-Margining Participant

The term "Cross-Margining Participant" means a Netting Member that is authorized by the Corporation to, and does, participate in the Cross-Margining Arrangement between the Corporation and one or more FCOs pursuant to a Cross-Margining Agreement.

Cross-Margining Payment

The term "Cross-Margining Payment" means any payment, other than a Cross-Margining Repayment, that the Corporation makes or receives pursuant to a Cross-Margining Guaranty.

Cross-Margining Repayment

The term "Cross-Margining Repayment" means (i) any amount of a Cross-Margining Payment received by the Corporation that the Corporation (A) repays to an FCO pursuant to a Cross-Margining Agreement or (B) pays over to a Defaulting Member or its legal representative pursuant to a court order or judgment or (ii) any amount of a Cross-Margining Payment the Corporation receives back from an FCO pursuant to a Cross-Margining Agreement.

Cross-Margining Repayment Deposit

The term "Cross-Margining Repayment Deposit" means the deposit to the Clearing Fund required to be made by a Cross-Margining Beneficiary Participant pursuant to Section 6 of Rule 43.

Current Haircut

The term "Current Haircut" means, as regards any Sponsored Member Trade, the Market Value of the Sponsored Member Trade, as of the time of the Corporation's determination of the relevant Funds-Only Settlement Amount, minus the Contract Value of the Close Leg of the Sponsored Member Trade.

Current Net Settlement Positions

The term "Current Net Settlement Positions" means those Net Settlement Positions that are scheduled to settle on the Business Day with respect to which the calculation is made.

CUSIP Number

The term "CUSIP Number" means the Committee on Uniform Securities Identification Procedures identifying number for an Eligible Security or an Eligible Netting Security. The term CUSIP Number includes, as the context may indicate, either a Generic CUSIP Number or a Specific CUSIP Number, or both.

Cybersecurity Confirmation

The term "Cybersecurity Confirmation" means a written document provided to the Corporation by all Members, Sponsoring Members and CCIT Members (for purposes of this definition, collectively referred to as "Members") and applicants for such membership that confirms the existence of an information system cybersecurity program and includes the representations listed below.

Each Cybersecurity Confirmation shall (1) be on a form provided by the Corporation; (2) be signed by a designated senior executive of the Member or applicant who is authorized to attest to these matters; and (3) include the following representations, made with respect to the two years prior to the date of the Cybersecurity Confirmation:

1. The Member or applicant has defined and maintains a comprehensive cybersecurity program and framework that considers potential cyber threats that impact their organization and protects the confidentiality, integrity and availability requirements of their systems and information.
2. The Member or applicant has implemented and maintains a written enterprise cybersecurity policy or policies approved by senior management or the organization's board of directors, and the organization's cybersecurity framework is in alignment with standard industry best practices and guidelines, as indicated on the form of Cybersecurity Confirmation.
3. If using a third party service provider or service bureau(s) to connect or transact business or to manage the connection with the Corporation, the Member or applicant has an appropriate program to (a) evaluate the cyber risks and impact of these third-parties, and (b) review the third-party assurance reports.
4. The cybersecurity program and framework protect the segment of the Member's or applicant's system that connects to and/or interacts with the Corporation.
5. The Member or applicant has in place an established process to remediate cyber issues identified to fulfill the Member's or applicant's regulatory and/or statutory requirements.
6. The cybersecurity program's and framework's risk processes are updated periodically based on a risk assessment or changes to technology, business, threat ecosystem, and/or regulatory environment.
7. A comprehensive review of the Member's or applicant's cybersecurity program and framework has been conducted by one of the following:
    - The Member or applicant, if that organization has filed and maintains a current Certification of Compliance with the Superintendent of the New York State Department of Financial Services pursuant to 23 NYCRR 500;
    - A regulator who assesses the program against a designated cybersecurity framework or industry standard, including those that are listed on the form of the Cybersecurity Confirmation and in an Important Notice issued by the Corporation from time to time;

- An independent external entity with cybersecurity domain expertise, including those that are listed on the form of the Cybersecurity Confirmation and in an Important Notice issued by the Corporation from time to time; and
- An independent internal audit function reporting directly to the board of directors or designated board of directors committee of the Member or applicant, such that the findings of that review are shared with these governance bodies.

Dealer

The term "Dealer" means a Member that is a Registered Dealer or Registered Government Securities Dealer.

Dealer Netting Member

The term "Dealer Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

Debit Clearance Difference Amount

The term "Debit Clearance Difference Amount" means, on a particular Business Day, the absolute value of the dollar difference between the Settlement Value of a Deliver Obligation or a Receive Obligation and the actual value at which such Deliver Obligation or Receive Obligation was settled, by the delivery or receipt of Eligible Netting Securities.

Debit Coupon Adjustment Payment

The term "Debit Coupon Adjustment Payment" means, on a particular Business Day, a Coupon Adjustment Payment that a Netting Member is obligated to make to the Corporation, involving a Member in a Net Short Position with regard to either a Coupon-Eligible End Leg or a fail Net Settlement Position.

Debit Delivery Differential Adjustment Payment

The term "Debit Delivery Differential Adjustment Payment" means, on a particular Business Day, a Delivery Differential Adjustment Payment, involving a Deliver Obligation where the Settlement Value is greater than the System Value, or a Receive Obligation where the Settlement Value is less than the System Value, that a Netting Member is obligated to make to the Corporation.

Debit Fail Mark Adjustment Payment

The term "Debit Fail Mark Adjustment Payment" means, on a particular Business Day, a Fail Mark Adjustment Payment that a Netting Member is obligated to make to the Corporation, involving either: (1) a Fail Deliver Obligation where the Settlement Value of such Obligation has increased from the immediately previous Business Day, or, (2) a Fail

Receive Obligation where the Settlement Value of such Obligation has decreased from the immediately previous Business Day.

Debit Forward Mark Adjustment Payment

The term "Debit Forward Mark Adjustment Payment" means, on a particular Business Day, a Forward Mark Adjustment Payment that is a negative number, and that a Netting Member is obligated to make to the Corporation.

Debit GCF Forward Mark

The term "Debit GCF Forward Mark" means, on a particular Business Day, a GCF Forward Mark that is a negative number, and that a Netting Member is obligated to pay to the Corporation.

Debit Interest Adjustment Payment

The term "Debit Interest Adjustment Payment" means, on a particular Business Day, an Interest Adjustment Payment on an associated Credit Forward Mark Adjustment Payment made on the previous Business Day, which Interest Adjustment Payment a Netting Member is obligated to make to the Corporation.

Debit Interest Rate Mark

The term "Debit Interest Rate Mark" means, on a particular Business Day, an Interest Rate Mark that is a negative number, and that a Netting Member is obligated to pay to the Corporation.

Debit Interest Rate Mark Adjustment Payment

The term "Debit Interest Rate Mark Adjustment Payment" means, on a particular Business Day, an Interest Rate Mark Adjustment Payment on the sum of the associated Credit GCF Forward Mark and Credit Interest Rate Mark made on the previous Business Day, which Interest Rate Mark Adjustment Payment a Netting Member is obligated to make to the Corporation.

Debit Transaction Adjustment Payment

The term "Debit Transaction Adjustment Payment" means, on a particular Business Day as regards a Net Settlement Position, a Transaction Adjustment Payment that a Netting Member is obligated to make to the Corporation, involving either: (1) a Net Long Position where the aggregate of the Contract Values of the trades that comprise such Position is greater than the aggregate of the Market Values of such trades, or (2) a Net Short Position where the aggregate of the Contract values of the trades that comprise such Position is less than the Market Values of such trades. The term "Debit Transaction Adjustment Payment" means, on a particular Business Day as regards a GCF Net Settlement Position, a Transaction Adjustment Payment that a Netting Member is obligated to make to the Corporation, involving either: (1) a GCF Net Funds Borrower Position where the aggregate

of the Contract Values of the GCF Repo Transactions that comprise such Position is greater than the aggregate of the Market Values of such Transactions, or (2) a GCF Net Funds Lender Position where the aggregate of the Contract Values of the GCF Repo Transactions that comprise such position is less than the Market Values of such Transactions.

Declared Non-Default Loss Event

The term "Declared Non-Default Loss Event" shall have the meaning given that term in Section 7 of Rule 4.

Defaulting Member

The term "Defaulting Member" means a Netting Member that is treated by the Corporation as insolvent pursuant to Rule 22 or with respect to which it has ceased to act pursuant to Rule 22A.

Defaulting Member Event

The term "Defaulting Member Event" shall have the meaning given that term in Section 7 of Rule 4.

Deliver Obligation

The term "Deliver Obligation" means a Netting Member's obligation to deliver Eligible Netting Securities to the Corporation at the appropriate Settlement Value either in satisfaction of all or a part of a Net Short Position or to implement a collateral substitution in connection with a Repo Transaction with a Right of Substitution.

Deliver Scaling Factor

The term "Deliver Scaling Factor" means the percentage established by the Corporation which shall be used to calculate a Netting Member's Individual Regular Amount.

Delivery Differential Adjustment

The term "Delivery Differential Adjustment" means, for a Deliver Obligation or a Receive Obligation established by the Corporation on a particular Business Day, the dollar adjustment made by the Corporation (which may be zero) to System Value in order to determine the Settlement Value for the Delivery Obligation or Receive Obligation. The Corporation may establish varying Delivery Differential Adjustment amounts for different Deliver Obligations and/or Receive Obligations of one or more Members involving Eligible Netting Securities with the same CUSIP Number.

Delivery Differential Adjustment Payment

The term "Delivery Differential Adjustment Payment" means the absolute value of the dollar difference between the System Value and the Settlement Value of a Netting Member's Deliver Obligation or a Receive Obligation.

Demand Comparison

The term "Demand Comparison" means the comparison of a Demand Trade by the receipt by the Corporation of data from a Demand Trade Source.

Demand Trade

The term "Demand Trade" means a trade, involving Eligible Securities, that is deemed a Compared Trade once the data on such trade are received by the Corporation from a single, designated source and meet the requirements for submission of data on a Demand Trade pursuant to these Rules, without the necessity of matching the data regarding the trade with data provided by each Member that is or is acting on behalf of an original counterparty to the trade. The data regarding a Demand Trade must be provided to the Corporation by a Demand Trade Source.

Demand Trade Source

The term "Demand Trade Source" means a source of data on Demand Trades that the Corporation has so designated, subject to such terms and conditions as to which the Demand Trade Source and the Corporation may agree.

Derivatives Clearing Organization

The terms "Derivatives Clearing Organization" shall have the meaning given it in Section 1a(9) of the Commodity Exchange Act.

Designated Examining Authority

The term "Designated Examining Authority" shall mean (1) in the case of a Broker or Dealer, as applicable, that belongs to only one Self-Regulatory Organization, such Self-Regulatory Organization, and (2) in the case of a Broker or Dealer, as applicable, that belongs to more than one Self-Regulatory Organization, the Self-Regulatory Organization designated by the SEC pursuant to Section 17(d) of the Exchange Act as the entity with responsibility for examining such Broker or Dealer.

Designee

The term "Designee" means a service provider designated by a Member either orally or in writing to provide the Corporation with instructions on behalf of the Member.

Direct Affected Member

The term "Direct Affected Member" has the meaning assigned in Section 2a(b)(i)(B) of Rule 22A.

Direct Transaction

The term "Direct Transaction" means any transaction, including a Repo Transaction, calling for the delivery of an Eligible Netting Security or the posting of cash or an Eligible Netting Security as collateral, the data on which has been submitted to the Corporation by Members, that is not a Brokered Transaction.

DK Notice

The term "DK Notice" means a notification that is sent to the Corporation to: (i) cause a Demand Trade to become uncompared, or (ii) serve as a request for cancellation of a Locked-In Trade to a Locked-In Trade Source. DK Notices must be sent pursuant to communications links, formats, timeframes, and deadlines established by the Corporation for such purpose.

DTC

The term "DTC" means The Depository Trust Company.

DTC Settling Bank

The term "DTC Settling Bank" means an entity that qualifies as a settling bank under DTC's rules and has been approved as such by DTC.

Early Unwind Intraday Charge

The term "Early Unwind Intraday Charge" means an additional charge to address exposures that may arise as a result of certain intraday cash substitution processing in the GCF Repo Service.

Eligible Conversion Trade

The term "Eligible Conversion Trade" means a Yield Comparison Trade that the Corporation, based on the type of Eligible Security involved, has designated, either on a product-by-product basis or on a CUSIP-by-CUSIP basis, as eligible for comparison pursuant to Rule 9.

Eligible Clearing Fund Agency Security

The term "Eligible Clearing Fund Agency Security" means a direct obligation of those U.S. agencies or government sponsored enterprises as the Corporation may designate from time to time, and that satisfies such criteria set forth in notices issued by the Corporation from time to time.

Eligible Clearing Fund Security

The term "Eligible Clearing Fund Security" means unmatured bonds which are either an Eligible Clearing Fund Agency Security, an Eligible Clearing Fund Mortgage-Backed Security or an Eligible Clearing Fund Treasury Security.

Eligible Clearing Fund Mortgage-Backed Security

The term "Eligible Clearing Fund Mortgage-Backed Security" means a mortgage-backed pass through obligation issued by those U.S. agencies or government sponsored enterprises as the Corporation may designate from time to time, and that satisfies such criteria set forth in notices issued by the Corporation from time to time.

Eligible Clearing Fund Treasury Security

The term "Eligible Clearing Fund Treasury Security" means a direct obligation of the U.S. government that satisfies the criteria set forth in notices issued by the Corporation from time to time.

Eligible Letter of Credit

The term "Eligible Letter of Credit" means a letter of credit that:

(i) contains the unqualified commitment of such issuer to pay a specified sum of money upon demand (properly drawn under the letter of credit);

(ii) is irrevocable; and

(iii) is in a form, and contains such other terms and conditions, as may be required by the Corporation.

Eligible Netting Security

The term "Eligible Netting Security" means an Eligible Security that the Corporation has designated as eligible for netting. Notwithstanding the previous sentence, a GCF Repo Security shall only be deemed to be an Eligible Netting Security in connection with GCF Repo Transactions. Without limiting the generality of the foregoing, a GCF Repo Security shall not be an Eligible Netting Security: (i) for comparison, netting and/or settlement in connection with any transaction other than a GCF Repo Transaction, and (ii) shall not be eligible for Clearing Fund purposes unless it falls into the definition of an Eligible Clearing Fund Security

Eligible Position

The term "Eligible Position" means a position in certain Eligible Netting Securities netted by the Corporation, or certain Government securities futures contracts or interest rate futures contracts cleared by an FCO, as identified in a Cross-Margining Agreement as eligible for cross-margining treatment.

Eligible Security

The term "Eligible Security" means a security issued or guaranteed by the United States, a U.S. government agency or instrumentality, a U.S. government-sponsored corporation, or any other security approved by the Board from time to time, or one or more categories of such securities as represented by a Generic CUSIP Number, that the Corporation has listed on the Eligible Securities master file maintained by it pursuant to Rule 30. Notwithstanding the previous sentence, a GCF Repo Security shall be deemed to be an Eligible Security only in connection with a GCF Repo Transaction. A security of an issuer that is listed on the Office of Foreign Assets Control ("OFAC") list of specially designated nationals distributed by the U.S. Department of the Treasury, or of an issuer that is incorporated in a country that is on the OFAC list of countries subject to comprehensive sanctions, shall not be an "Eligible Security".

Eligible Treasury Security

The term "Eligible Treasury Security" means an unmatured, marketable debt security in book-entry form that is a direct obligation of the United States Government.

End Leg

The term "End Leg" means, as regards a Repo Transaction other than a GCF Repo Transaction (or CCIT Transaction as applicable), the concluding settlement aspects of the transaction, involving the retransfer of the underlying Eligible Netting Securities by the Netting Member that is, or is submitting data on behalf of, the funds lender (if netting eligible, through satisfaction of the applicable Deliver Obligation generated by the Corporation) and the taking back of such Eligible Securities by the Netting Member that is, or is submitting data on behalf of, the funds borrower (if netting eligible, through satisfaction of the applicable Receive Obligation generated by the Corporation). The term "End Leg" means, as regards a GCF Repo Transaction (or CCIT Transaction as applicable), the concluding settlement aspects of the transaction, involving the retransfer of the underlying Eligible Netting Securities by the Netting Member that is in the GCF Net Funds Lender Position and the taking back of such Eligible Netting Securities by the Netting Member that is in the GCF Net Funds Borrower Position.

EOD Clearing Fund Cash

The term "EOD Clearing Fund Cash" shall have the meaning given to such term in Section 3 of Rule 20.

Event Period

The term "Event Period" shall have the meaning given that term in Section 7 of Rule 4.

Excess Adjusted Net Capital

The term "Excess Adjusted Net Capital" means, as of a particular date, the amount equal to the difference between the adjusted net capital of a Futures Commission Merchant and

the minimum adjusted net capital that such Futures Commission Merchant must have to comply with the requirements of 17 C.F.R. Section 1.17(a)(1) or (a)(2), or any successor regulations.

Excess Capital Differential

The term "Excess Capital Differential" means the amount by which a Netting Member's VaR Charge exceeds its Excess Capital.

Excess Capital Ratio

The term "Excess Capital Ratio" means the quotient, rounded to the nearest two decimal places, resulting from dividing the amount of a Netting Member's VaR Charge by the amount of its Netting Member Capital that it maintains.

Excess Clearing Fund Deposit

The term "Excess Clearing Fund Deposit" shall have the meaning given that term in Section 10 of Rule 4.

Excess Liquid Capital

The term "Excess Liquid Capital" means, as of a particular date, the amount equal to the difference between the Liquid Capital of a Government Securities Broker or Government Securities Dealer and the minimum Liquid Capital that such Government Securities Broker or Government Securities Dealer must have to comply with the requirements of 17 C.F.R. Section 402.2(a), (b) and (c), or any successor rule or regulation thereto.

Excess Net Capital

The term "Excess Net Capital" means, as of a particular date, the amount equal to the difference between the Net Capital of a broker or dealer and the minimum Net Capital such broker or dealer must have to comply with the requirements of SEC Rule 15c3-1(a), or any successor rule or regulation thereto.

Exchange Act

The term "Exchange Act" means the Securities Exchange Act of 1934, as amended.

Executing Firm

The term "Executing Firm" means a Non-Member on whose behalf data on trades that it has engaged in have been submitted to the Corporation by a Submitting Member pursuant to these Rules.

Existing Securities Collateral

The term "Existing Securities Collateral" means, as regards an outstanding Repo Transaction with a Right of Substitution, the Eligible Netting Securities or cash that have

been transferred by the Repo Party to the Reverse Repo Party as collateral in connection with the Repo Transaction, which Eligible Netting Securities or cash have not yet been transferred by the Reverse Repo Party back to the Repo Party as the result of a substitution of collateral or otherwise.

Fail Deliver Obligation

The term "Fail Deliver Obligation" means a Deliver Obligation with respect to a Fail Net Short Position.

Fail Mark Adjustment Payment

The term "Fail Mark Adjustment Payment" means the absolute value of the dollar difference between the Settlement Value of a Fail Deliver Obligation or a Fail Receive Obligation that constitutes all or part of a Fail Net Settlement Position on the current Business Day and the Settlement Value of such Fail Deliver Obligation or Fail Receive Obligation on the immediately previous Business Day.

Fail Net Long Position

The term "Fail Net Long Position" means a Net Long Position that is open one Business Day after its original Scheduled Settlement Date. For purposes of this definition, the Start and End Legs of a Repo Transaction shall constitute separate Positions.

Fail Net Settlement Position

The term "Fail Net Settlement Position" means either a Fail Net Short Position or a Fail Net Long Position, as the context requires.

Fail Net Short Position

The term "Fail Net Short Position" means a Net Short Position that is open one or more Business Days after its Scheduled Settlement Date. For purposes of this definition, the Start and Close Legs of a Repo Transaction shall constitute separate Positions.

Fail Receive Obligation

The term "Fail Receive Obligation" means a Receive Obligation with respect to a Fail Net Long Position.

Fannie Mae

The term "Fannie Mae" means the Federal National Mortgage Association.

FATCA

The term "FATCA" means (i) the provisions of sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, (the "Code") that were implemented as part of The Foreign Account Tax Compliance Act (or any amendment thereto or successor sections

thereof), and the related Treasury Regulations or other official interpretations thereof, as in effect from time to time, and (ii) the provisions of any intergovernmental agreement to implement The Foreign Account Tax Compliance Act as in effect from time to time between the United States and the jurisdiction of the FFI Member's (or applicant's) residency.

FATCA Certification

The term "FATCA Certification" means an executed copy of the relevant tax form required by the Internal Revenue Service under FATCA, as in effect from time to time, that each Member (or applicant to become such) shall provide from time to time to the Corporation as set forth under these Rules.

FATCA Compliance Date

The term "FATCA Compliance Date" shall mean, as applicable, either (i) January 1, 2014, with respect to any FFI Member approved for membership by the Corporation on January 1, 2014 or thereafter (or, if the commencement of all FATCA withholding with respect to such FFI Members is delayed beyond January 1, 2014 under FATCA, two calendar months plus one day before such delayed effective date), or (ii) May 1, 2014, with respect to any FFI Member approved for membership by the Corporation at any time prior to January 1, 2014 (or, if the commencement of all FATCA withholding with respect to such FFI Members is delayed beyond July 1, 2014 under FATCA, two calendar months plus one day before such delayed effective date).

FATCA Compliant

The term "FATCA Compliant" or "FATCA Compliance" means, with respect to an FFI Member, that such FFI Member has qualified under such procedures promulgated by the Internal Revenue Service as are in effect from time to time to establish exemption from withholding under FATCA such that the Corporation will not be required to withhold under FATCA either (i) on "gross proceeds from the sale or other disposition of any property of a type which can produce interest or dividends from sources within the United States" within the meaning of Code section 1473(1)(A)(ii), as may be amended or re-codified from time to time, or (ii) on interest, dividends, etc. from sources within the United States within the meaning of Code section 1473(1)(A)(i), as may be amended or re-codified from time to time, in each case, paid to such FFI Member.

FCO

The term "FCO" means a clearing organization for a board of trade designated as a contract market under Section 5 of the Commodity Exchange Act that has entered into a Cross-Margining Agreement with the Corporation.

Federal Deposit Insurance Corporation Improvement Act

The term "Federal Deposit Insurance Corporation Improvement Act" means the Federal Deposit Insurance Corporation Improvement Act of 1991, as amended.

Federal Funds Rate

The term "Federal Funds Rate" means, for each Business Day, the rate reported as such in a publicly available source. If there is a dispute as to the Federal Funds Rate for a particular Business Day, it shall be settled by reference to the rate set forth in H. 15(519) for such Business Day opposite the caption "Federal funds (effective)." For this purpose, "H. 15(519)" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System.

Fedwire

The term "Fedwire" means the Federal Reserve Wire Transfer System for securities movements or for funds-only movements, as the context requires.

FFI Member

The term "FFI Member" means any Person that is treated as a non-U.S. entity for U.S. federal income tax purposes. For the avoidance of doubt, FFI Member includes any Member that is a U.S. branch of an entity that is treated as a non-U.S. entity for U.S. federal income tax purposes.

Final Price Date

The term "Final Price Date" means, as regards an Eligible Security, the Business Day on which begins the first processing cycle for the Corporation during which the coupon rate for such Eligible Security is known by the Corporation.

Financed Securities

The term "Financed Securities" has the meaning assigned in Section 2a(b)(i)(C) of Rule 22A.

Financing Amount

The term "Financing Amount" has the meaning assigned in Section 2a(b)(i)(B) of Rule 22A.

Financing Mark

The term "Financing Mark" means, on a particular Business Day, as regards a Repo Transaction, the product of the Market Value of the Repo Transaction multiplied by System Repo Rate established by the Corporation for such Repo Transaction, and then multiplied by a fraction, the numerator of which is the number of calendar days from the current Business Day until the Scheduled Settlement Date for the Repo Transaction and the denominator of which is 360. If a Repo Transaction other than a Forward-Starting Repo Transaction during its Forward-Starting Period comprises a Net Short Position of the Member, then the Financing Mark shall be a negative value. If a Repo Transaction other than a Forward-Starting Repo Transaction during its Forward-Starting Period comprises a

Net Long Position of the Member, then the Financing Mark shall be a positive value. The Financing Mark for a Forward-Starting Repo Transaction during its Forward-Starting Period, and for any trade other than a Repo Transaction, shall be zero. The term "Financing Mark" means, as regards a Forward Net Settlement Position, the sum of all the Financing Marks on each of the Forward Trades that compose such position.

FOMC

The term "FOMC" means the Federal Open Market Committee as described on the website of the FRB.

Foreign Affiliate

The term "Foreign Affiliate" (also referred to as "Non-U.S. Affiliate" or "Non-domestic Affiliate") means an Affiliate of a Netting Member that: (1) is not itself a Netting Member; and (2) is a Foreign Person.

Foreign Affiliate Trade

The term "Foreign Affiliate Trade" (also referred to as "Non-U.S. Affiliate" Trade or "Non-domestic Affiliate Trade") means a trade executed by a Foreign Affiliate of a Netting Member that satisfies the following criteria: (i) the trade is eligible for netting pursuant to these Rules, and (ii) the trade is executed with another Netting Member, with a Covered Affiliate, or with a Foreign Affiliate of another Netting Member. The term "Foreign Affiliate Trade" shall not include a trade that is executed between a Member and its Affiliate or between Affiliates of the same Member. For purposes of this definition, the term "executed" shall include trades that are cleared and guaranteed as to their settlement by the Foreign Affiliate.

Foreign Member

The term "Foreign Member" (also referred to as "Non-U.S. Member" or "Non-domestic Member") means a Foreign Person that is a Member. A foreign Bank Netting Member that participates in the Corporation through a branch or agency located in the U.S. which is regulated by a U.S. and/or state regulatory authority shall not be deemed to be a Foreign Member for purposes of the Corporation's Rules and procedures.

Foreign Netting Member

The term "Foreign Netting Member" (also referred to as "Non-U.S. Netting Member" or "Non-domestic Netting Member") shall have the meaning given that term in Section 2 of Rule 2A.

Foreign Person

The term "Foreign Person" (also referred to as "Non-U.S. Person" or "Non-domestic Person") means a Person that is organized or established under the laws of a country other

than the United States and does not include a foreign Bank Netting Member which is not deemed to be a Foreign Member pursuant to the definition of that term.

Former Sponsored Members

The term "Former Sponsored Members" shall have the meaning given that term in Section 2 of Rule 3A.

Forward Mark Adjustment Payment

The term "Forward Mark Adjustment Payment" means, on a particular Business Day, as regards a Member's Forward Net Settlement Position, the sum of the Collateral Mark applicable to such Position, the Financing Mark applicable to such Position, and the Interest Rate Mark applicable to such Position. Notwithstanding the above, as regards an outstanding Repo Transaction where a request for substitution has been made but New Securities Collateral has not been received by the Corporation, the term "Forward Mark Adjustment Payment" means "Forward Unallocated Sub Mark".

Forward Net Settlement Position

The term "Forward Net Settlement Position" means, with respect to Forward Trades involving an Eligible Netting Security with a distinct CUSIP number, the amount of such Securities that the Netting Member will, on the Scheduled Settlement Date for such Forward Trades, be obligated, pursuant to Rule 12, to either receive from the Corporation or to deliver to the Corporation, where such Scheduled Settlement Date is one or more Business Days in the future. For purposes of this definition, the Start and End Legs of a Repo Transaction shall constitute separate Positions.

Forward Period

The term "Forward Period" means, with regard to Forward Net Settlement Positions, the time period from the comparison on a final price and settlement value basis of the data on the Forward Trades that comprise such Positions until the processing cycle immediately prior to the Scheduled Settlement Date for such Positions.

Forward-Settling Start Leg

The term "Forward-Settling Start Leg" means, on a particular Business Day, a Start Leg that is one or more Business Days prior to its Scheduled Settlement Date.

Forward-Starting Period

The term "Forward-Starting Period" means, as regards a Forward-Starting Repo Transaction, including a GCF Repo Transaction, the period of time between the Business Day on which the Transaction is compared by the Corporation pursuant to these Rules and the Scheduled Settlement Date for the Start Leg of the Transaction.

Forward-Starting Repo Transaction

The term "Forward-Starting Repo Transaction" means a Repo Transaction, including a GCF Repo Transaction that is scheduled to start one or more Business Days after the date it is submitted to the Corporation.

Forward Trade

The term "Forward Trade" means a trade other than a Repo Transaction, including an Eligible Conversion Trade, whose Scheduled Settlement Date is two or more Business Days after the date it is submitted to the Corporation.

Forward Unallocated Sub Mark

The term "Forward Unallocated Sub Mark" means, on a particular Business Day, as regards an outstanding Repo Transaction, the sum of: (1) the Accrued Repo Interest-to-Date applicable to such transaction and (2) the Repo Interest Rate Differential applicable to such transaction.

FRB

The term "FRB" means the Board of Governors of the Federal Reserve System and each Federal Reserve Bank, as appropriate.

Freddie Mac

The term "Freddie Mac" means the Federal Home Loan Mortgage Corporation.

Full-Sized Trade

The term "Full-Sized Trade" means a trade that is submitted to the Corporation in the full-size dollar amount in which it was executed as opposed to being submitted in an equivalent amount of $50 million pieces and a single tail.

Funds-Only Settlement Amount

The term "Funds-Only Settlement Amount" means the net dollar amount of a Netting Member's obligation, calculated pursuant to Rule 13, either to make a funds-only payment to the Corporation or to receive a funds-only payment from the Corporation.

Funds-Only Settlement Payments Procedures Agreement

The term "Funds-Only Settlement Payments Procedures Agreement" means an agreement among the Corporation, a Netting Member and a depository institution that provides for the payment and collection of Funds-Only Settlement Amounts by the depository institution on behalf of the Corporation and the Netting Member.

Funds-Only Settling Bank Member

The term "Funds-Only Settling Bank Member" means a bank, trust company or other entity specified in Section 4 of Rule 13 which has qualified pursuant to the provisions of Rule 13 and which is a party to an effective "Appointment of Funds-Only Settling Bank and Funds-Only Settling Bank Agreement" whereby the Funds-Only Settling Bank undertakes to perform funds-only settlement services for the Netting Member which also is a party thereto. The term "Funds-Only Settling Bank Member" shall be used interchangeably with the term "Funds-Only Settling Bank"

Futures Commission Merchant

The term "Futures Commission Merchant" shall have the meaning set forth in the definitions section of the Commodity Exchange Act, except that no entity shall be deemed to be a Futures Commission Merchant for purposes of these Rules unless it is registered as such with the CFTC.

Futures Commission Merchant Netting Member

The term "Futures Commission Merchant Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

GCF-Authorized Inter-Dealer Broker

The term "GCF-Authorized Inter-Dealer Broker" means a Repo Broker that the Corporation has designated as eligible to submit to the Corporation data on GCF Repo Transactions on a Locked-In Basis. The Corporation may rescind at any time, immediately effective upon written notice to the membership, its designation of a Repo Broker as eligible to submit to the Corporation data on GCF Repo Transactions.

GCF Clearing Agent Bank

The term "GCF Clearing Agent Bank" means a Clearing Agent Bank that has agreed to provide the Corporation, upon request, under mutually agreeable terms, with clearing services for GCF Repo Transactions and for which the Corporation establishes a GCF Securities Account.

GCF Counterparty

The term "GCF Counterparty" means a Netting Member, other than a Repo Broker, that is a counterparty (or is acting as Submitting Member for an Executing Firm that is the counterparty) to a GCF-Authorized Inter-Dealer Broker with regard to a GCF Repo Transaction.

GCF Forward Mark

The term "GCF Forward Mark" means, on a particular Business Day as regards any GCF Repo Transaction that is not scheduled to settle on that day, the sum of the Accrued Repo Interest-to-Date and the GCF Interest Rate Mark on such GCF Repo Transaction.

GCF Interest Rate Mark

The term "GCF Interest Rate Mark" means, on a particular Business Day as regards any GCF Repo Transaction that is not scheduled to settle on that day, the product of the principal value of the GCF Repo Transaction on the Scheduled Settlement Date for its End Leg multiplied by a factor equal to the absolute difference between the Repo Rate established by the Corporation for such Repo Transaction and its Contract Repo Rate, and then multiplied by a fraction, the numerator of which is the number of calendar days from the current day until the Scheduled Settlement Date for the End Leg of the Repo Transaction and the denominator of which is 360. If the Repo Transaction's Contract Repo Rate is greater than its System Repo Rate, then the GCF Interest Rate Mark shall be a positive value for the Reverse Repo Party, and a negative value for the Repo Party. If the Repo Transaction's Contract Repo Rate is less than its System Repo Rate, then the GCF Interest Rate Mark shall be a positive value for the Repo Party, and a negative value for the Reverse Repo Party. The term "GCF Interest Rate Mark" means, as regards a GCF Net Settlement Position, the sum of all the GCF Interest Rate Mark Payments on each of the GCF Repo Transactions that compose such position.

GCF Net Funds Borrower Position

The term "GCF Net Funds Borrower Position" means, with respect to a particular Generic CUSIP Number, both the amount of funds that a Netting Member has borrowed as the net result of its outstanding GCF Repo Transactions and CCIT Transactions on a particular Business Day and the equivalent amount of Eligible Netting Securities and/or cash that such Netting Member is obligated, pursuant to Rule 20, to allocate to the Corporation to secure such borrowing (such Netting Member holding a GCF Net Funds Borrower Position, a "GCF Net Funds Borrower"). The GCF Net Funds Borrower Position shall represent a Netting Member's position with respect to GCF Repo Transaction and CCIT Transaction activity processed by the Corporation on a particular Business Day prior to net-of-net settlement that occurs pursuant to the applicable paragraph of Section 3 of Rule 20.

GCF Net Funds Lender Position

The term "GCF Net Funds Lender Position" means, with respect to a particular Generic CUSIP Number, both the amount of funds that a Netting Member or CCIT Member has lent as the result of its outstanding GCF Repo Transactions or its outstanding CCIT Transactions, as applicable, on a particular Business Day and the equivalent amount of Eligible Netting Securities and/or cash that such Netting Member or CCIT Member, as applicable, is entitled, pursuant to Rule 20, to be allocated for its benefit to secure such loan (such Netting Member or CCIT Member holding a GCF Net Funds Lender Position,

a "GCF Net Funds Lender"). The GCF Net Funds Lender Position shall represent a Netting Member's or CCIT Member's position, as applicable, with respect to GCF Repo Transaction and CCIT Transaction activity, as applicable, processed by the Corporation on a particular Business Day prior to net-of-net settlement that occurs pursuant to the applicable paragraph of Section 3 of Rule 20.

GCF Net Settlement Position

The term "GCF Net Settlement Position" means, on a particular Business Day as regards a Netting Member's GCF Repo Transaction activity and CCIT Transaction activity in a particular Generic CUSIP Number, either a GCF Net Funds Lender Position or a GCF Net Funds Borrower Position, as the context requires.

GCF Repo Allocation Waterfall MRA

The term "GCF Repo Allocation Waterfall MRA" shall have the meaning given to such term in Section 3b of Rule 20.

GCF Repo Security

The term "GCF Repo Security" means an Eligible Security or an Eligible Netting Security that is only eligible for submission to the Corporation in connection with the comparison, netting and/or settlement of GCF Repo Transactions or CCIT Transactions.

GCF Repo®† Service

The term "GCF Repo Service" means the service offered by the Corporation to compare, net and settle GCF Repo Transactions.

GCF Repo Transaction

The term "GCF Repo Transaction" means a Repo Transaction involving Generic CUSIP Numbers the data on which are submitted to the Corporation on a Locked-In-Trade basis pursuant to the provisions of Rule 6C, for netting and settlement by the Corporation pursuant to the provisions of Rule 20.

GCF Securities Account

The term "GCF Securities Account" means an account established by the Corporation in the name of a GCF Clearing Agent Bank, as agent for customers, to be used in connection with the netting and settlement of GCF Repo Transactions.

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† GCF Repo is a registered trademark of the Fixed Income Clearing Corporation.

General Collateral Repo Transaction

The term "General Collateral Repo Transaction" means a Repo Transaction, other than a GCF Repo Transaction (unless the context indicates otherwise), with a Generic CUSIP Number.

Generic CUSIP Number

The term "Generic CUSIP Number" means a Committee on Uniform Securities Identification Procedures identifying number established for a category of securities, as opposed to a specific security. The Corporation shall use separate Generic CUSIP Numbers for General Collateral Repo Transactions and GCF Repo Transactions.

Ginnie Mae

The term Ginnie Mae means the Government National Mortgage Association.

Government Securities Broker

The term "Government Securities Broker" shall have the meaning given that term in Section 3(a)(43) of the Exchange Act, unless otherwise provided in these Rules.

Government Securities Dealer

The term "Government Securities Dealer" shall have the meaning given that term in Section 3(a)(44) of the Exchange Act, unless otherwise provided in these Rules.

Government Securities Division or GSD

The term "Government Securities Division" or "GSD" means the division of the Fixed Income Clearing Corporation that provides clearing and other services related to Eligible Securities.

Government Securities Issuer

The term "Government Securities Issuer" means an entity that issues "government securities", as that term is defined in subparagraphs (A), (B), and (C) of Section 3(a)(42) of the Exchange Act.

Government Securities Issuer Netting Member

The term "Government Securities Issuer Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

GSD Margin Group

The term "GSD Margin Group" means the GSD Accounts within a Margin Portfolio of a Member.

Haircut Deficit

The term "Haircut Deficit" means, as regards any Sponsored Member Trade, the amount, if any, by which the Initial Haircut exceeds the Current Haircut.

Haircut Surplus

The term "Haircut Surplus" means, as regards any Sponsored Member Trade, the amount, if any, by which the Current Haircut exceeds the Initial Haircut.

Historical Cover 1 Liquidity Requirement

The term "Historical Cover 1 Liquidity Requirement" means the largest Liquidity Need of a Netting Member or family of affiliated Netting Members during the applicable Look-Back Period as determined by the Corporation.

Holiday

The term "Holiday" means, with respect to the Holiday Charge, any day on which the Corporation is closed, but the day is not observed as a holiday by the Securities Industry and Financial Markets Association and the bond markets are open.

Holiday Charge

The term "Holiday Charge" means an additional charge that may be added to Netting Members' VaR Charge on the Business Day prior to a Holiday. The Holiday Charge approximates the exposure that a Netting Member's trading activity on the applicable Holiday could pose to the Corporation. Since the Corporation cannot collect margin on the Holiday, the Holiday Charge is due on the Business Day prior to the applicable Holiday.

The methodology for calculating a Holiday Charge shall be determined by the Corporation in advance of each applicable Holiday. The Holiday Charge approximates each Netting Member's Required Fund Deposit to address the exposure such Netting Member's trading activity on the applicable Holiday could pose to the Corporation. The Corporation shall have the discretion to calculate the Holiday Charge based on its assessment of market conditions at the time the Holiday Charge is calculated (such as, for example, significant market occurrences that could impact market price volatility). The Corporation shall inform Netting Members of the methodology it will use to calculate the Holiday Charge by an Important Notice issued no later than 10 Business Days prior to the day on which the applicable Holiday Charge is applied. Examples of potential methodologies for the Holiday Charge may include, but shall not be limited to, time scaling of the VaR Charge or a stress scenario that reflects potential market price volatility on the Holiday.

Indirect Affected Member

The term "Indirect Affected Member" has the meaning assigned in Section 2a(b)(i)(E) of Rule 22A.

Individual Regular Amount

The term "Individual Regular Amount" means the portion of the Aggregate Regular Amount that is allocated to each Netting Member by the Corporation in accordance with Section 2a(b)(iii) of Rule 22A.

Individual Supplemental Amount

The term "Individual Supplemental Amount" means the portion of the Aggregate Supplemental Amount that is allocated to each Netting Member by the Corporation in accordance with Section 2a(b)(iv) of Rule 22A.

Individual Total Amount

The term "Individual Total Amount" means the sum of a Netting Member's Individual Regular Amount plus such Netting Member's Individual Supplemental Amount.

Initial Haircut

The term "Initial Haircut" means, as regards any Sponsored Member Trade, the absolute value of the dollar difference between the Market Value of the Sponsored Member Trade, as of the settlement date of the Start Leg, and the Contract Value of the Close Leg of the Sponsored Member Trade.

Insurance Company

The term "Insurance Company" shall have the meaning given that term in Section 2(a)(17) of the Investment Company Act of 1940, as amended.

Insurance Company Netting Member

The term "Insurance Company Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

Interactive Submission Method

The term "Interactive Submission Method" means a trade submission method that is used to submit data on individual trades to the Corporation immediately after trade execution pursuant to communications links, formats, timeframes, and deadlines established by the Corporation for such purpose. The Interactive Submission Method is a computer-to-computer interface, where the trade is fed to the Corporation's computer directly from the submitter's computer.

Inter-Dealer Broker

The term "Inter-Dealer Broker" means a Person which is in the business of buying and selling securities as agent on behalf of dealers and is registered under Section 15 or Section 15C of the Exchange Act.

Inter-Dealer Broker Netting Member

The term "Inter-Dealer Broker Netting Member" shall have the meaning set forth in Section 2 of Rule 2A.

Interest Adjustment Payment

The term "Interest Adjustment Payment" means, as regards a Forward Mark Adjustment Payment, the product of the Forward Mark Adjustment Payment multiplied by the applicable Overnight Investment Rate and then multiplied by a fraction, the numerator of which is the number of calendar days between the previous Business Day and the current Business Day and the denominator of which is 360.

Interest Rate Mark

The term "Interest Rate Mark" means, on a particular Business Day as regards a Forward-Starting Repo Transaction during its Forward-Starting Period, the product of the principal value of the Repo Transaction on the Scheduled Settlement Date for its Start Leg multiplied by a factor equal to the absolute difference between the System Repo Rate established by the Corporation for such Repo Transaction and its Contract Repo Rate, and then multiplied by a fraction, the numerator of which is the number of calendar days from the Scheduled Settlement Date for the Start Leg of the Repo Transaction until the Scheduled Settlement Date for the End Leg of the Repo Transaction and the denominator of which is 360. If the Repo Transaction's Contract Repo Rate is greater than its System Repo Rate, then the Interest Rate Mark shall be a positive value for the Reverse Repo Party, and a negative value for the Repo Party. If the Repo Transaction's Contract Repo Rate is less than its System Repo Rate, then the Interest Rate Mark shall be a positive value for the Repo Party, and a negative value for the Reverse Repo Party. The Interest Rate Mark for any Repo Transaction other than a Forward-Starting Repo Transaction during its Forward-Starting Period, and for any trade other than a Repo Transaction, shall be zero. The term "Interest Rate Mark" means, as regards a Forward Net Settlement Position, the sum of all the Interest Rate Marks on each of the Forward Trades that compose such position.

Interest Rate Mark Adjustment Payment

The term "Interest Rate Mark Adjustment Payment" means, as regards the sum of a Netting Member's GCF Interest Rate Mark and Interest Rate Mark, the product of that sum multiplied by the applicable Overnight Investment Rate and then multiplied by a fraction, the numerator of which is the number of calendar days between the previous Business Day and the current Business Day and the denominator of which is 360.

Interested Person

The term "Interested Person" means a Member or an applicant for membership, in the Comparison System or in the Netting System.

Intraday Supplemental Fund Deposit

The term "Intraday Supplemental Fund Deposit" means the additional deposit to the Clearing Fund required by the Corporation from a Member intraday pursuant to the provisions of Rule 4.

Investment Company

The term "Investment Company" shall have the meaning given that term in Section 3 of the Investment Company Act of 1940, as amended.

Invoice Amount

The term "Invoice Amount" means all fee amounts due and owing from a Netting Member or CCIT Member, as applicable, to the Corporation on a particular Business Day.

Issue Date

The term "Issue Date" means, as regards an Auction Purchase, the date on which the Eligible Treasury Securities that comprise such Auction Purchase are issued.

Joint Account

The term "Joint Account" means two or more CCIT Members represented by a Joint Account Submitter.

Joint Account Submitter

The term "Joint Account Submitter" means an authorized entity that (i) is acting as agent for two or more CCIT Members who are trading and submitting CCIT Transactions as a Joint Account and (ii) has been appointed by each such CCIT Member pursuant to a Joint Account Submitter Agreement.

Joint Account Submitter Agreement

The term "Joint Account Submitter Agreement" means the agreement required in Rule 3B to be signed and delivered to the Corporation by each CCIT Member that elects to appoint a Joint Account Submitter.

Legal Entity Identifier

The term "Legal Entity Identifier" means a 20-character reference code to uniquely identify legally distinct entities that engage in financial transactions. The Legal Entity Identifier is based on the ISO 17442 standard developed by the International Organization for Standardization and satisfies the standards implemented by the Global Legal Entity Identifier Foundation.

Legal Risk

The term "Legal Risk" shall have the meaning given that term in Section 2 of Rule 4.

Lender

The term "Lender" shall have the meaning given that term in Section 11 of Rule 4.

Liquid Capital

The term "Liquid Capital" means, as of a particular date, the amount equal to the liquid capital of a Government Securities Broker or Government Securities Dealer as defined in 17 C.F.R. Section 402.2(d), or any successor rule or regulation thereto.

Liquidating Trade

The term "Liquidating Trade" has the meaning assigned in Section 2a(b)(i)(G) of Rule 22A.

Liquidity Buffer

The term "Liquidity Buffer" means the product of the Liquidity Percentage multiplied by the Historical Cover 1 Liquidity Requirement subject to a minimum of $15 billion.

Liquidity Need

The term "Liquidity Need" means the sum of a Netting Member's Receive Obligations and Funds-Only Settlement Amounts.

Liquidity Percentage

The term "Liquidity Percentage" means a percentage determined by the Corporation in its sole discretion. Such percentage will be influenced by the Historical Cover 1 Liquidity Requirements over various time horizons and business trends related to the Corporation's ability to maintain sufficient financial resources.

Liquidity Tier

The term "Liquidity Tier" means a stratum of Liquidity Needs, as determined in the Corporation's sole discretion, that the Corporation defines to group Netting Members' liquidity needs into discrete numeric ranges.

Locked-In Comparison

The term "Locked-In Comparison" means the comparison of a Locked-In Trade by the receipt by the Corporation of data from a Locked-In Trade Source.

Locked-In Trade

The term "Locked-In Trade" means a trade, involving Eligible Securities, that is deemed a Compared Trade once the data on such trade is received from a single, designated source and meets the requirements for submission of data on a Locked-In Trade pursuant to these Rules, without the necessity of matching the data regarding the trade with data provided by each Member that is or is acting on behalf of an original counterparty to the trade. The data regarding a Locked-In Trade are provided to the Corporation by a Locked-In Trade Source that has been authorized by a Member that is a party to the trade (or that is acting on behalf of an entity that is a party to the trade) to provide such data to the Corporation.

Locked-In Trade Source

The term "Locked-In Trade Source" means a source of data on Locked-In Trades that the Corporation has so designated, subject to such terms and conditions as to which the Locked-In Trade Source and the Corporation may agree.

Look-Back Period

The term "Look-Back Period" means a period of time determined by the Corporation in its sole discretion over which the Corporation analyzes Netting Members' Liquidity Needs in order to determine the Historical Cover 1 Liquidity Requirement.

Long Transaction

The term "Long Transaction" means, with regard to Eligible Netting Securities, a purchase, Auction Purchase, Start Leg for the Reverse Party, and End Leg for the Repo Party.

Loss Allocation Cap

The term "Loss Allocation Cap" shall have the meaning given that term in Section 7 of Rule 4.

Loss Allocation Notice

The term "Loss Allocation Notice" shall have the meaning given that term in Section 7 of Rule 4.

Loss Allocation Withdrawal Notice

The term "Loss Allocation Withdrawal Notice" shall have the meaning given that term in Section 7b of Rule 4.

Margin Liquidity Adjustment Charge or MLA Charge

The terms "Margin Liquidity Adjustment Charge" or "MLA Charge" mean, with respect to each Margin Portfolio, an additional charge applied to Net Unsettled Positions of a

Member. The MLA Charge shall be calculated daily and shall be included in each Member's Required Fund Deposit.

For purposes of calculating this charge, Net Unsettled Positions shall be categorized into the following asset groups: (a) U.S. Treasury securities, which shall be further categorized by maturity – those maturing in (i) less than one year, (ii) equal to or more than one year and less than two years, (iii) equal to or more than two years and less than five years, (iv) equal to or more than five years and less than ten years, and (v) equal to or more than ten years; (b) Treasury-Inflation Protected Securities ("TIPS"), which shall be further categorized by maturity – those maturing in (i) less than two years, (ii) equal to or more than two years and less than six years, (iii) equal to or more than six years and less than eleven years, and (iv) equal to or more than eleven years; (c) U.S. agency bonds; and (d) mortgage pools transactions.

The Corporation shall first calculate a measurement of market impact cost for each Net Unsettled Position in each of the asset groups, as described below:

(i) For Net Unsettled Positions in U.S. Treasury securities maturing in less than one year and TIPS, the directional market impact cost should be used, which is a function of the Net Unsettled Position's net directional market value;

(ii) For all other Net Unsettled Positions, two components shall be added together: (1) the directional market impact cost, as described above, and (2) the basis cost, which is based on the Net Unsettled Position's gross market value.

For all asset groups, the net directional market value and the gross market value shall be divided by the average daily volumes of the securities in that asset group over a lookback period.

The calculated market impact cost for each Net Unsettled Position in an asset group shall be compared to a portion of the VaR Charge that is allocated to that Net Unsettled Position. If the ratio of the calculated market impact cost to a portion of the VaR Charge is greater than a threshold, to be determined by the Corporation from time to time, an MLA Charge will be applied to that asset group. If the ratio of these two amounts is equal to or less than this threshold, the MLA charge will not be applied to that asset group.

Each applicable MLA Charge for each asset group shall be added together to result in one total MLA charge.

The Corporation may apply a downward adjusting scaling factor based on the ratio of the calculated market impact cost to a portion of the VaR Charge to result in a final MLA Charge, where a higher ratio would trigger a larger downward adjustment of the MLA Charge and a lower ratio would trigger no downward adjustment of the MLA Charge.

Margin Portfolio

The term "Margin Portfolio" means one or more Accounts and, as applicable, a Market Professional Cross-Margining Account, as a Netting Member shall designate in accordance with the provisions of Rule 4 and/or any applicable Cross-Margining Arrangement for the

purpose of calculating the Member's Required Fund Deposit and, as applicable, the Member's Market Professional Required Fund Deposit.

Margin Proxy

The term "Margin Proxy" means, with respect to each Margin Portfolio, an alternative volatility calculation for specified Net Unsettled Positions of a Netting Member, calculated using historical market price changes of such U.S. Treasury and agency pass-through mortgage-backed securities indices determined by the Corporation. The Margin Proxy would be applied by the Corporation as an alternative to the model-based volatility calculation of the VaR Charge for each Netting Member's Margin Portfolio. The Margin Proxy shall cover such range of historical market price moves and parameters as the Corporation from time to time deems appropriate.

Market Professional

The term "Market Professional" means an entity, other than a Non-Customer, that is a party to a Market Professional Agreement for Cross-Margining.

Market Professional Agreement for Cross-Margining

The term "Market Professional Agreement for Cross-Margining" means an agreement, in the form approved by the Corporation and the relevant FCO, pursuant to which a Market Professional authorizes its Eligible Positions and margin to be carried in a Market Professional Cross-Margining Account.

Market Professional Cross-Margining Account

The term "Market Professional Cross-Margining Account" means, as applicable: (i) a cross-margined account that is carried for a Netting Member by the Corporation and that is limited to Eligible Positions and margin of Market Professionals; or (ii) an account that is carried by a Netting Member for, and that is limited to, Eligible Positions and margin of, Market Professionals that are party to a Market Professional Agreement for Cross-Margining**.**

Market Value

The term "Market Value" means, on a particular Business Day, the amount in dollars equal to: (1) as regards a trade other than a Repo Transaction, the System Price established by the Corporation for the underlying Eligible Netting Securities, multiplied by the par value of such Securities, plus accrued coupon interest that has accrued with regard to such Securities calculated to their Scheduled Settlement Date, (2) as regards a Repo Transaction other than a GCF Repo Transaction, the System Price established by the Corporation for the underlying Eligible Netting Securities, multiplied by the par value of such Securities, plus accrued coupon interest that has accrued with regard to such Securities calculated to that Business Day, and (3) as regards a GCF Repo Transaction, the principal value of the Transaction.

Maturity Value

The term "Maturity Value" means, as regards a Net Settlement Position, Deliver Obligation, the redemption value of the Eligible Netting Securities that comprise such Position or Obligation.

Member

The term "Member" means a Comparison-Only Member or a Netting Member. The term "Member" shall include a Sponsoring Member in its capacity as a Sponsoring Member and a Sponsored Member, each to the extent specified in Rule 3A. The term "Member" shall include a CCIT Member to the extent specified in Rule 3B.

Minimum Charge

The term "Minimum Charge" means the minimum amount of each Member's Required Fund Deposit, as applicable, before application of special premiums and amounts applicable under these rules.

Miscellaneous Adjustment Amount

The term "Miscellaneous Adjustment Amount" means the net total of all miscellaneous funds-only amounts that, on a particular Business Day, are required to be paid by a Netting Member or CCIT Member, as applicable, to the Corporation and/or are entitled to be collected by a Member (including a CCIT Member, as applicable) from the Corporation.

MLA Excess Amount

Sponsored Members that clear through multiple accounts sponsored by multiple Sponsoring Members may be charged an MLA Excess Amount in addition to the MLA Charge. In order to determine if this additional amount is applicable, FICC shall calculate both an MLA Charge for each account and an MLA Charge for the consolidated portfolio.

If the MLA charge of the consolidated portfolio is higher than the sum of all MLA Charges for each account of the Sponsored Member, the Sponsored Member shall be charged the amount of such difference, as an MLA Excess Amount, in addition to the applicable MLA Charge.

Money Tolerance

The term "Money Tolerance" means the amount, as stated in the Schedule of Money Tolerances, by which Data for a Required Match Data item involving dollar amounts submitted by two Members can differ and still be compared by the Corporation pursuant to these Rules.

Mortgage-Backed Securities Division

The term "Mortgage-Backed Securities Division" means the division of the Fixed Income Clearing Corporation that provides clearing and other services related to mortgage-backed securities.

Mortgage-Backed Securities Division Cash Settling Bank Participant

The term "Mortgage-Backed Securities Division Cash Settling Bank Participant" means an entity that qualifies as a Mortgage-Backed Securities Division cash settling bank participant under the rules of the Mortgage-Backed Securities Division and has been approved as such by the Corporation.

Mortgage-Backed Securities Division Participant

The term Mortgage-Backed Securities Division Participant means a participant, limited purpose participant or an EPN user utilizing the services of the Mortgage-Backed Securities Division.

Multilateral Clearing Agency

The term "Multilateral Clearing Agency" shall have the meaning given to it in Section 408(1) of the Federal Deposit Insurance Corporation Improvement Act.

Multiple Batch Submission Method

The term "Multiple Batch Submission Method" means a trade submission method that is used to submit multiple batches of trade data to the Corporation throughout the day pursuant to communications links, formats, timeframes, and deadlines established by the Corporation for such purpose.

Net Assets

The term "Net Assets" shall mean the difference between the total assets and the total liabilities of a Netting Member or CCIT Member, as applicable.

Net Capital

The term "Net Capital" means, as of a particular date, the amount equal to the net capital of a broker or dealer as defined in SEC Rule 15c3-1(c)(2), or any successor rule or regulation thereto.

Net Clearance Difference Amount

The term "Net Clearance Difference Amount" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all Credit Clearance Difference Amounts and the total of all Debit Clearance Difference Amounts. If the total of all of the Credit Clearance Difference Amounts is greater than of

all of the Debit Credit Difference Amounts, then the Net Clearance Difference Amount shall be a positive dollar amount owing from the Corporation to the member. If the total of all the Credit Clearance Difference Amounts is less than the total of all of the Debit Clearance Difference Amounts, then the Net Clearance Difference Amount shall be a negative dollar amount owing from the Member to the Corporation.

Net Coupon Adjustment Payment

The term "Net Coupon Adjustment Payment" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all Credit Coupon Adjustment Payments and the total of all Debit Coupon Adjustment Payments. If the total of all of the Credit Coupon Adjustment Payments is greater than of all of the Debit Coupon Adjustment Payments, then the Net Coupon Adjustment Payment shall be a positive dollar amount owing from the Corporation to the member. If the total of all the Credit Coupon Adjustment Payment is less than the total of all of the Debit Coupon Adjustment Payments, then the Net Coupon Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Delivery Differential Adjustment Payment

The term "Net Delivery Differential Adjustment Payment" means the absolute value of the dollar difference, for a particular Member and Business Day, between the total of all the Credit Delivery Differential Adjustment Payments and the total of all the Debit Delivery Differential Adjustment Payments. If the total of all of the Credit Delivery Differential Adjustment Payments is greater than the total of all of the Debit Delivery Differential Adjustment Payments, then the Net Delivery Differential Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Delivery Differential Adjustment Payments is less than the total of all of the Debit Delivery Differential Adjustment Payments, then the Net Delivery Differential Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Fail Mark Adjustment Payment

The term "Net Fail Mark Adjustment Payment" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all Credit Fail Mark Adjustment Payments and the total of all Debit Fail Mark Adjustment Payments. If the total of all of the Credit Fail Mark Adjustment Payments is greater than the total of all of the Debit Fail Mark Adjustment Payments, then the Net Fail Mark Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Fail Mark Adjustment Payments is less than the total of all of the Debit Fail mark Adjustment Payments, then the Net Fail Mark Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Forward Mark Adjustment Payment

The term "Net Forward Mark Adjustment Payment" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all Credit Forward Mark Adjustment Payments and the total of all of the Debit Forward Mark

Adjustment Payments. If the total of all of the Credit Forward Mark Adjustment Payments is greater than the total of all of the Debit Forward Mark Adjustment Payments, then the Net Forward Mark Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Forward Mark Adjustment Payments is less than the total of all of the Debit Forward Mark Adjustment Payments, then the Net Forward Mark Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Funds Payor Position

The term "Net Funds Payor Position" means, with respect to a particular Generic CUSIP Number, the funds amount equal to the difference between the previous Business Day's GCF Net Settlement Position (which includes CCIT Transaction activity as applicable) and the current Business Day's GCF Net Settlement Position (which includes CCIT Transaction activity as applicable), where the difference results in a cash obligation for the Netting Member or CCIT Member after net-of-net settlement occurs pursuant to the applicable paragraph of Rule 20 (such Netting Member or CCIT Member holding a Net Funds Payor Position, a "Net Funds Payor").

Net Funds Receiver Position

The term "Net Funds Receiver Position" means, with respect to a particular Generic CUSIP Number, the funds amount equal to the difference between the previous Business Day's GCF Net Settlement Position (which includes CCIT Transaction activity as applicable) and the current Business Day's GCF Net Settlement Position (which includes CCIT Transaction activity as applicable), where the difference results in a cash credit for the Netting Member or CCIT Member after net-of-net settlement occurs pursuant to the applicable paragraph of Rule 20 (such Netting Member or CCIT Member holding a Net Funds Receiver Position, a "Net Funds Receiver").

Net Funds-Only Settlement Figure

The term "Net Funds-Only Settlement Figure" means the net amount of the Funds-Only Settlement Amounts of the Netting Members for which a Funds-Only Settling Bank Member is acting.

Net Interest Adjustment Payment

The term "Net Interest Adjustment Payment" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all of Credit Interest Adjustment Payments and the total of all Debit Interest Adjustment Payments. If the total of all of the Credit Interest Adjustment Payments is greater than the total of all of the Debit Interest Adjustment Payments, then the Net Interest Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Interest Adjustment Payments is less than the total of all of the Debit Interest Adjustment Payments, then the Net Interest Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Interest Rate Mark Adjustment Payment

The term "Net Interest Rate Mark Adjustment Payment" means the absolute value of the dollar difference on a particular Business Day for a Netting Member between the total of all of Credit Interest Rate Mark Adjustment Payments and the total of all Debit Interest Rate Mark Adjustment Payments. If the total of all of the Credit Interest Rate Mark Adjustment Payments is greater than the total of all of the Debit Interest Rate Mark Adjustment Payments, then the Net Interest Rate Mark Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Interest Rate Mark Adjustment Payments is less than the total of all of the Debit Interest Rate Mark Adjustment Payments, then the Net Interest Rate Mark Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Long Position

The term "Net Long Position" means, with respect to each type of Eligible Netting Security, the amount of Eligible Securities that a Netting Member either: (1) is obligated, pursuant to Rule 12, to receive from the Corporation, or (2) will, on the Scheduled Settlement Date for such Position, be obligated to receive from the Corporation, as the context requires.

Net Settlement Position

The term "Net Settlement Position" means either a Net Short Position or a Net Long Position, as the context requires.

Net Short Position

The term "Net Short Position" means, with respect to each type of Eligible Netting Security, the amount of Eligible Netting Securities that a Netting Member either: (1) is obligated, pursuant to Rule 12, to deliver to the Corporation, or (2) will, on the Scheduled Settlement Date for such Position, be obligated to deliver to the Corporation, as the context requires.

Net Transaction Adjustment Payment

The term "Net Transaction Adjustment Payment" means the absolute value of the dollar difference on a particular Business day for a Netting Member between the total of all Credit Transaction Adjustment Payments and the total of all Debit Transaction Adjustment Payments. If the total of all of the Credit Transaction Adjustment Payments is greater than the total of all of the Debit Transaction Adjustment Payments, then the Net Transaction Adjustment Payment shall be a positive dollar amount owing from the Corporation to the Member. If the total of all of the Credit Transaction Adjustment Payments is less than the total of all of the Debit Transaction Adjustment Payments, then the Net Transaction Adjustment Payment shall be a negative dollar amount owing from the Member to the Corporation.

Net Unsettled Positions

The term "Net Unsettled Positions" means Current Net Settlement Positions, Forward Net Settlement Positions and Fail Net Settlement Positions.

Net Worth

The term "Net Worth" means, as of a particular date, the amount equal to the excess of the assets of a Person over the liabilities of such Person, computed in accordance with generally accepted accounting principles, including liabilities that are subordinated to the claims of creditors pursuant to a satisfactory subordination agreement, as defined in Appendix D of 17 C.F.R. Section 240.15c3-1d for registered brokers and dealers, in 17 C.F.R. Section 1.17(h) for a Futures Commission Merchant that is not a registered broker-dealer, and in 17 C.F.R. Section 402.2(d) for Government securities brokers and dealers.

Netting-Eligible Auction Purchase

The term "Netting-Eligible Auction Purchase" with respect to Treasury Department auctions means any Auction Purchase other than an Auction Purchase of Eligible Treasury Securities that are auctioned and issued on the same date.

Netting Member

The term "Netting Member" means a Member that is a Member of the Comparison System and the Netting System.

Netting Member Capital

The term "Netting Member Capital" means Net Capital, net assets or equity capital as applicable, to a Netting Member based on its type of regulation.

Netting System

The term "Netting System" means the (1) system of services provided by the Corporation to Persons that are Members thereof, and (2) operations carried out by the Corporation in the course of providing such services, as provided for in Rules 11 through 18.

New Securities Collateral

The term "New Securities Collateral" means, as regards an outstanding Repo Transaction with a Right of Substitution, the Eligible Netting Securities or cash that are being transferred by the Repo Party to the Reverse Repo Party as collateral in connection with the Repo Transaction, in replacement of Existing Securities Collateral.

New York Time

The term "New York Time" means the time in New York City.

Non-Conversion-Participating Member

The term "Non-Conversion-Participating Member" means a Member of the Comparison System with regard to which the Corporation, in its sole discretion, has determined it appropriate, for a temporary period to be established by the Corporation, to have the yield information contained in data that it submits to the Corporation on Eligible Conversion Trades not be converted into price information on such trades pursuant to these Rules.

Non-Customer

The term "Non-Customer" means, with respect to a Netting Member, such Netting Member or other Person whose account with such Netting Member would not be the account of a "customer" within the meaning of SEC Rules 8c-1 and 15c2-1.

Non-IDB Repo Broker

The term "Non-IDB Repo Broker" means a Netting Member that is not an Inter-Dealer Broker Netting Member and that the Corporation has determined: (a) operates in the same manner as a Broker, with regard to activity in its Segregated Repo Account and (b) has agreed to, and does, participate in the repo netting service operated by the Corporation pursuant to the same requirements imposed under the Rules on Inter-Dealer Broker Netting Members that participate in that service.

Non-Member

The term "Non-Member" means any Person that is not a Member.

Novation

The term "Novation" means the termination of deliver, receive, and related payment obligations between Netting Members and the replacement of such obligations with identical obligations to and from the Corporation, pursuant to Section 8 of Rule 5.

NSCC

The term "NSCC" means the National Securities Clearing Corporation.

NSS

The term "NSS" means the National Settlement Service of the FRB.

NYUCC

The term "NYUCC" means the New York Uniform Commercial Code, as in effect from time to time in the State of New York.

Observation

The term "Observation" means a measurement of a Netting Member's Liquidity Need as calculated on each Business Day during a Look-Back Period.

Off-the Market Transaction

The term "Off-the-Market Transaction" means either of the following:

(1) A single transaction that is:

(i) greater than $1 million in par value; and

(ii) executed at a contract price that is either higher or lower (by a percentage amount determined by the Corporation based on factors such as market conditions) than the System Price for the underlying Eligible Netting Security on the day of the submission of data on the transaction to the Corporation;

(2) A pattern of transactions submitted by two Members that, if looked at as a single transaction, would be encompassed by subsection (1) of this definition.

Officer of the Corporation

The term "Officer of the Corporation" means the Chairman of the Board, President, Managing Director, Executive Director, Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the Corporation.

Opening Balance

The term "Opening Balance" means, with regard to the calculation of a Member's Funds-Only Settlement Amount and Clearing Fund Funds-Only Settlement Amount on a given Business Day, the amount reported to such Member during the processing cycle of the previous Business Day as the Member's Funds-Only Settlement Amount obligation.

Overnight Investment Rate

The term "Overnight Investment Rate" means the interest rate earned by the Corporation on the investment of the portion of the cash deposited to its Clearing Fund that is invested overnight.

Other Acceptable Securities

The term "Other Acceptable Securities" means, with respect to:

(an) adjustable-rate mortgage-backed security or securities issued by Ginnie Mae, any fixed-rate mortgage-backed security or securities issued by Ginnie Mae, or (an) adjustable-rate mortgage-backed security or securities issued by either Fannie Mae or Freddie Mac: (a) any fixed-rate mortgage-backed security or securities issued by Fannie Mae and Freddie Mac, (b) any fixed-rate mortgage-backed security or securities issued by Ginnie Mae, or (c) any adjustable-rate mortgage-backed security or securities issued by Ginnie Mae.

Permitted Margin Affiliate

The term "Permitted Margin Affiliate" means an affiliate of a Member that is also a member of this Government Securities Division of the Corporation and that directly or indirectly controls such particular Member, or that is directly or indirectly controlled by or under common control with such particular Member. Ownership of more than 50% of the common stock of the relevant entity (or equivalent equity interests in the case of a form of entity that does not issue common stock) will be conclusively deemed prima facie control of such entity for purposes of this definition.

Person

The term "Person" means a partnership, Corporation, limited liability corporation or other organization, entity, or individual.

Pool Factor

The term "Pool Factor" means, with respect to the Blackout Period Exposure Charge, the percentage of the initial principal that remains outstanding on the mortgage loan pool underlying a mortgage-backed security, as published by the government-sponsored entity that is the issuer of such security.

Pre-Netting of Trades

The term "Pre-Netting of Trades" means any trade submission data practice other than the submission of data to the Corporation on a trade-by-trade basis as executed in the market and that identifies the actual parties to each trade.

Procedures

The term "Procedures" means the Procedures of the Corporation adopted pursuant to Rule 33.

Real Time

The term "Real Time" means, with respect to a process performed by the Corporation, the performance of such process by the Corporation upon receipt of the requisite message(s) or instruction(s) from the Member(s) or submitter(s).

Receive Obligation

The term "Receive Obligation" means a Netting Member's obligation to receive Eligible Netting Securities from the Corporation at the appropriate Settlement Value either in satisfaction of all or a part of a Net Long Position or to implement a collateral substitution in connection with a Repo Transaction with a Right of Substitution.

Receive Scaling Factor

The term "Receive Scaling Factor" means the percentage established by the Corporation which shall be used to calculate a Netting Member's Individual Regular Amount.

Registered Broker

The term "Registered Broker" means a broker that is registered with the SEC under Section 15 of the Exchange Act.

Registered Clearing Agency

The term "Registered Clearing Agency" means a Clearing Agency that is registered as such with the SEC.

Registered Clearing Agency Netting Member

The term "Registered Clearing Agency Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

Registered Dealer

The term "Registered Dealer" means a dealer that is registered with the SEC under Section 15 of the Exchange Act.

Registered Government Securities Broker

The term "Registered Securities Broker" means a Government Securities Broker that is registered with the SEC under Section 15C of the Exchange Act.

Registered Government Securities Dealer

The term "Registered Government Securities Dealer" means either:

(i) a Government Securities Dealer that is registered with the SEC under Section 15C of the Exchange Act or

(ii) a bank or trust company that has filed with the Appropriate Regulatory Authority under Section 15C of the Exchange Act written notice that it is a Government Securities Dealer.

Registered Investment Company

The term "Registered Investment Company" means an Investment Company that is registered as such with the SEC.

Registered Investment Company Netting Member

The term "Registered Investment Company Netting Member" shall have the meaning given that term in Section 2 of Rule 2A.

Relative Inter-Tier Frequency

The term "Relative Inter-Tier Frequency" means, for each Liquidity Tier, the quotient of (x) the sum of all Netting Members' Observations allocable to such Liquidity Tier divided by (y) the sum of all Netting Members' Observations.

Relative Intra-Tier Frequency

The term "Relative Intra-Tier Frequency" means, for a certain Liquidity Tier, the quotient of (x) the number of a Netting Member's Observations within such Liquidity Tier divided by (y) the sum of all Netting Members' Observations allocable to such Liquidity Tier.

Relevant Securities

The term "Relevant Securities" has the meaning assigned in Section 2a(a)(H)(1) of Rule 22A.

Remaining Financing Amount

The term "Remaining Financing Amount" has the meaning assigned in Section 2a(b)(i)(E) of Rule 22A.

Repo Broker

The term "Repo Broker" means (i) an Inter-Dealer Broker Netting Member, or (ii) a Non-IDB Repo Broker with respect to activity in its Segregated Repo Account.

Repo Interest Rate Differential

The term "Repo Interest Rate Differential" means, on a particular Business Day, the product of: (1) the Contract Value of the Start Leg, (2) the difference between the Contract Repo Rate and the System Repo Rate, and (3) the number of remaining days until the End Leg, divided by 360.

Repo Party

The term "Repo Party" means the Netting Member that either is, or has submitted data on behalf of, the party to a Repo Transaction that has agreed both to transfer Eligible Securities to another party and, at a later date, to take back either the same securities or other securities from that party.

Repo Start Date

The term "Repo Start Date" means the settlement date for the start date of a Repo Transaction.

Repo Transaction

The term "Repo Transaction" means: (1) an agreement of a party to transfer Eligible Securities to another party in exchange for the receipt of cash, and the simultaneous agreement of the former party to later take back the same Eligible Securities (or any subsequently substituted Eligible Securities) from the latter party in exchange for the payment of cash, or (2) an agreement of a party to take in Eligible Securities from another party in exchange for the payment of cash, and the simultaneous agreement of the former party to later transfer back the same Eligible Securities (or any subsequently substituted Eligible Securities)to the latter party in exchange for the receipt of cash, as the context may indicate, the data on which have been submitted to the Corporation pursuant to these Rules. A "Repo Transaction" includes a GCF Repo Transaction, unless the context indicates otherwise.

Report

The term "Report" means any document, record, or other output prepared by the Corporation and made available to a Member in any format (including, but not limited to, machine-readable and print-image formats) or medium (including, but not limited to, print copy, magnetic tape, and CPU-to-CPU interface formats) that provides information to such Member with regard to the services provided by, or the operations of, the Corporation.

Reportable Event

The term "Reportable Event" means an event that would effect a change in control of a Netting Member or could have a substantial impact on such Member's business and/or financial condition, including, but not limited to: (a) material organizational changes including mergers, acquisitions, changes in corporate form, name changes, changes in the ownership of a Netting Member or its Affiliates, and material changes in management, (b) material changes in business lines, including new business lines undertaken, and (c) status as a defendant in litigation which could reasonably impact the Netting Member's financial condition or ability to conduct business.

Required Attestation

The term "Required Attestation" has the meaning assigned in Section 2a(d) of Rule 22A.

Required Fund Deposit

The term "Required Fund Deposit" means the amount a Netting Member is required to deposit to the Clearing Fund.

Required Fund Deposit Deadline

The term "Required Fund Deposit Deadline" means, the deadline set forth by the Corporation for such purpose in its procedures, unless the Corporation has issued a notice extending such deadline pursuant to these Rules.

Required Match Data

The term "Required Match Data" means the data items on each side of a trade involving an Eligible Security that the Corporation requires, as stated in a schedule published by the Corporation, be matched in order for the trade to be compared pursuant to these Rules.

Reverse Repo Party

The term "Reverse Repo Party" means the Netting Member that either is, or has submitted data on behalf of, the party to a Repo Transaction that has agreed both to take in Eligible Securities from another party and, at a later date, to transfer either the same securities or other securities back to that party at a later date.

Revised Net Long Position

The term "Revised Net Long Position" shall have the meaning given that term in Section 5 of Rule 17.

Right of Substitution

The term "Right of Substitution" means, as regards a Repo Transaction, the right of the Repo Party, during the period immediately after the Scheduled Settlement Date for the Start Leg of the Repo Transaction until the day prior to the Scheduled Settlement Date for the End Leg of the Repo Transaction, to substitute new collateral in replacement of existing collateral transferred to the Reverse Repo Party.

Rules

The term "Rules" means these Rules of the Government Securities Division, as amended from time to time.

Scheduled Settlement Date

The term "Scheduled Settlement Date" means, as regards a trade other than a Repo Transaction compared by the Corporation, the earliest Business Day on which such trade, including a trade underlying a Forward Net Settlement Position, is scheduled to settle, regardless of whether such trade actually settles on such Business Day. The term "Scheduled Settlement Date" means, as regards an End Leg or a Start Leg of a Repo Transaction compared by the Corporation, the earliest Business Day on which such Leg is scheduled to settle, regardless of whether such Leg actually settles on such Business Day.

SEC

The term "SEC" means the Securities and Exchange Commission.

Securities Industry and Financial Markets Association

The term "Securities Industry and Financial Markets Association" means the Securities Industry and Financial Markets Association or any successor organization.

Securities Intermediary

The term "Securities Intermediary" has the meaning given to the term "securities intermediary" in Section 8-102(a)(14) of the NYUCC.

Securities Settlement Obligations

The term "Securities Settlement Obligations" means the obligations of a Netting Member, calculated pursuant to Rule 12, to deliver to the Corporation or to receive from the Corporation Eligible Securities in settlement of Net Settlement Positions.

Security

The term "Security" shall have the meaning given that term in the Exchange Act and the rules and regulations thereunder. The term "Securities" shall mean more than one security.

Segregated Repo Account

The term "Segregated Repo Account" means an account operated by a Non-IDB Repo Broker in which all trading is executed on a brokered basis with Netting Members on each side.

Self-Regulatory Organization

The term "Self-Regulatory Organization" shall have the meaning given that term in Section 3(a)(26) of the Exchange Act. For purposes of these Rules, the term "Self-Regulatory Organization" shall also include foreign equivalents of those entities listed in Section 3(a)(26).

Settlement Agent

The term "Settlement Agent" means the bank or trust company that the Corporation may, from time to time, designate to act as its agent for purposes of interfacing with NSS for funds-only settlement pursuant to Rule 13.

Settlement Value

The term "Settlement Value" means, as regards a Deliver Obligation or a Receive Obligation, the System Value for such Obligation as adjusted on a particular Business Day by the Delivery Differential Adjustment.

Short Transaction

The term "Short Transaction" means, with regard to Eligible Netting Securities, a sale, Start Leg for the Repo Party, and End Leg for the Reverse Repo Party.

SIFMA MRA

The term "SIFMA MRA" means the September 1996 Securities Industry and Financial Markets Association Master Repurchase Agreement, available at http://www.sifma.org/services/standard-forms-and-documentation/mra,-gmra,-msla-and-msftas/.

Single Batch Submission Method

The term "Single Batch Submission Method" means a trade submission method that is used to submit a single batch of trade data to the Corporation at end of day pursuant to communications links, formats, timeframes, and deadlines established by the Corporation for such purpose.

Specific CUSIP Number

The term "Specific CUSIP Number" means a Committee on Uniform Securities Identification Procedures identifying number established for a specific security.

Sponsored Member

The term "Sponsored Member" means any Person that has been approved by the Corporation to be sponsored into membership by a Sponsoring Member pursuant to Rule 3A.

Sponsored Member Termination Date

The term "Sponsored Member Termination Date" shall have the meaning given that term in Section 3 of Rule 3A.

Sponsored Member Trade

The term "Sponsored Member Trade" means a transaction that satisfies the requirements of Section 5 of Rule 3A and that is (a) between a Sponsored Member and its Sponsoring Member or (b) between a Sponsored Member and a Netting Member.

Sponsored Member Voluntary Termination Notice

The term "Sponsored Member Voluntary Termination Notice" shall have the meaning given that term in Section 3 of Rule 3A.

Sponsoring Member

The term "Sponsoring Member" means a Netting Member whose application to become a Category 1 Sponsoring Member or a Category 2 Sponsoring Member has been approved by the Board pursuant to Rule 3A.

Sponsoring Member Guaranty

The term "Sponsoring Member Guaranty" shall mean a guaranty, stated in a manner acceptable to the Corporation, that a Sponsoring Member delivers to the Corporation whereby the Sponsoring Member guarantees to the Corporation the payment and performance by its Sponsored Members of their obligations under these Rules, including, without limitation, all of the securities and funds-only settlement obligations of its Sponsored Members under these Rules.

Sponsoring Member Omnibus Account

The term "Sponsoring Member Omnibus Account" shall mean an Account maintained by a Sponsoring Member that contains the activity of its Sponsored Members that is submitted to the Corporation. A Sponsoring Member may elect to establish one or more Sponsoring Member Omnibus Accounts. Each Sponsoring Member Omnibus Account may contain activity within the meaning of clause (a) of the Sponsored Member Trade definition or activity within the meaning of clause (b) of such definition. The Sponsoring Member Omnibus Account shall be separate from the Accounts associated with the Sponsoring Member's activity as a Netting Member except as contemplated by Sections 10, 11 and 12 of Rule 3A and under the Sponsoring Member Guaranty.

Sponsoring Member Omnibus Account Required Fund Deposit

The term "Sponsoring Member Omnibus Account Required Fund Deposit" shall have the meaning given to that term in Section 10 of Rule 3A.

Sponsoring Member Termination Date

The term "Sponsoring Member Termination Date" shall have the meaning given that term in Section 2 of Rule 3A.

Sponsoring Member Voluntary Termination Notice

The term "Sponsoring Member Voluntary Termination Notice" shall have the meaning given that term in Section 2 of Rule 3A.

Start Leg

The term "Start Leg" means, as regards a Repo Transaction other than a GCF Repo Transaction, the initial settlement aspects of the Transaction, involving the transfer of the underlying Eligible Netting Securities by the Netting Member that is, or is submitting data on behalf of, the funds borrower (through satisfaction of the applicable Deliver Obligation

generated by the Corporation) and the taking in of such Eligible Securities by the Netting Member that is, or is submitting data on behalf of, the funds lender (if netting eligible, through satisfaction of the applicable Receive Obligation generated by the Corporation). The term "Start Leg" means, as regards a GCF Repo Transaction, the initial settlement aspects of the Transaction, involving the transfer of the underlying Eligible Netting Securities by the Netting Member that is in the GCF Net Funds Borrower Position and the taking in of such Eligible Netting Securities by the Netting Member that is in the GCF Net Funds Lender Position.

Statutory Disqualification

The term "Statutory Disqualification" shall have the meaning given that term in Section 3(a)(39) of the Exchange Act.

Submitting Member

The term "Submitting Member" means a Member of the Comparison System, other than a Repo Broker, that has submitted to the Corporation pursuant to these Rules data on trades of an Executing Firm.

System Price

The term "System Price" means the uniform price (expressed in dollars per unit of par value), not including accrued interest, established by the Corporation on each Business Day, based on current market information, for each Eligible Netting Security with a separate CUSIP Number. Notwithstanding the above, the System Price for the Generic CUSIP Number that underlies a GCF Net Settlement Position shall be equal to principal value.

System Repo Rate

The term "System Repo Rate" means the uniform rate established by the Corporation on each Business Day, based on current market information, for each Repo Transaction, involving an Eligible Netting Security. The System Repo Rate for a Repo Transaction shall be established by the Corporation based on factors such as: (1) the length of time until Schedule Settlement Date for the End Leg of the Repo Transaction, (2) whether the underlying collateral is general or specific in nature, and (3) the market demand for such collateral.

System Value

The term "System Value" means, as regards a Deliver Obligation, a Receive Obligation, a Net Settlement Position, Existing Securities Collateral, or New Securities Collateral, the amount in dollars equal to the par value of each Eligible Netting Security that comprises such Obligation, Position, or Collateral, as applicable, multiplied by its System Price, plus interest that has accrued with regard to each such Eligible Netting Security up to the Business Day for which such dollar amount is calculated. The System Value of a Net

Settlement Position that has remained unsettled on the maturity date for the Eligible Netting Securities that comprise such Position shall be the redemption value of such Securities.

Term GCF Repo Transaction

The term "Term GCF Repo Transaction" means, on any particular Business Day, a GCF Repo Transaction for which settlement of the End Leg is scheduled to occur two or more Business Days after the scheduled settlement of the Start Leg.

Term Repo Transaction

The term "Term Repo Transaction" means, on any particular Business Day, a Repo Transaction for which settlement of the End Leg is scheduled to occur two or more Business Days after the scheduled settlement of the Start Leg.

Termination Date

The term "Termination Date" shall have the meaning given that term in Section 13 of Rule 3.

Tier One Netting Member

The term "Tier One Member" means a Netting Member whose membership category has been designated as such by the Corporation pursuant to Rule 2A for loss allocation purposes.

Tier Two Member

The term "Tier Two Member" means a Netting Member whose membership category has been designated as such by the Corporation pursuant to Rule 2A for loss allocation purposes or a CCIT Member.

TMPG

The term "TMPG" means the Treasury Market Practices Group as described on the website of the Federal Reserve Bank of New York.

Total Invoice Amount

The term "Total Invoice Amount" means the aggregate amount of Invoice Amounts required to be paid to the Corporation by a Netting Member on a given Business Day.

Transaction Adjustment Payment

The term "Transaction Adjustment Payment" means the absolute value of the dollar difference between the Contract Values and the Market Values of the trades that comprise a Net Settlement Position or GCF Net Settlement Position that is scheduled to settle on the current Business Day.

Transactions

The term "Transactions" means Brokered Transactions and Direct Transactions.

Treasury Department

The term "Treasury Department" means the United States Department of the Treasury.

UMBS

The term "UMBS" means a single-class mortgage-backed security backed by fixed-rate mortgage loans on one to four unit (single-family) properties issued by either Fannie Mae or Freddie Mac which has the same characteristics (such as payment delay, pooling prefixes and minimum pool submission amounts) regardless of whether Fannie Mae or Freddie Mac is the issuer.

Unadjusted GSD Margin Portfolio Amount

The term "Unadjusted GSD Margin Portfolio Amount" means, with respect to each Margin Portfolio, the amount greater than zero determined by the Corporation in accordance with the provisions of Rule 4.

VaR Charge

The term "VaR Charge" means, with respect to each Margin Portfolio, a calculation of the volatility of specified Net Unsettled Positions of a Netting Member as of the time of such calculation. Such volatility calculations shall be made in accordance with any generally accepted portfolio volatility model, including, but not limited to, any margining formula employed by any other clearing agency registered under Section 17A of the Securities Exchange Act of 1934. Such calculation shall be made utilizing such assumptions (including confidence levels) and based on such observable market data as the Corporation deems reasonable, and shall cover such range and assessment of volatility as the Corporation from time to time deems appropriate. To the extent that the primary source of such market data becomes unavailable for an extended period of time, the Corporation shall utilize the Margin Proxy as an alternative volatility calculation. In its assessment of volatility, the Corporation shall calculate an additional bid-ask spread risk charge measured by multiplying the gross market value of each Net Unsettled Position by a basis point charge, where the applicable basis point charge shall be reviewed at least annually and shall be based on the following risk groups: (a) mortgage pool transactions; (b) TIPS; (c) U.S. agency bonds; and (d) U.S. Treasury securities, which shall be further categorized by maturity – those maturing in (i) less than five years, (ii) equal to or more than five years and less than ten years, and (iii) equal to or more than ten years.

If the volatility calculation is lower than an amount designated by the Corporation (the "VaR Floor") then the VaR Floor will be utilized as such Netting Member's VaR Charge. Such VaR Floor will be determined by multiplying the absolute value of the sum of Net Long Positions and Net Short Positions of Eligible Securities, grouped by product and remaining maturity, by a percentage designated by the Corporation from time to time for

such group. For U.S. Treasury and agency securities, such percentage shall be a fraction, no less than 10%, of the historical minimum volatility of a benchmark fixed income index for such group by product and remaining maturity. For mortgage-backed securities, such percentage shall be a fixed percentage that is no less than 0.05%.

Voluntary Termination Notice

The term "Voluntary Termination Notice" shall have the meaning given that term in Section 13 of Rule 3.

Watch List[π]

The term "Watch List" means, at any time and from time to time, the list of Members whose credit ratings derived from the Credit Risk Rating Matrix are 5, 6 or 7, as well as members that, based on the Corporation's consideration of relevant factors, including those set forth in Section 12(d) of Rule 3, are deemed by the Corporation to pose a heightened risk to the Corporation and its Members.

When Issued Transaction

The term "When Issued Transaction" means any trade of an Eligible Treasury Security, the trade data on which has been submitted to the Corporation prior to the Issue Date.

Yield Comparison Trade

The term "Yield Comparison Trade" means a trade involving Eligible Securities the data on which have been submitted by Members to the Corporation on a yield basis but have not yet been compared on a final money basis pursuant to Rule 5 or Rule 9.

Zero

The term "Zero" means an Eligible Netting Security with a maturity at issuance of more than one year that makes no periodic interest payments and, instead, is sold at a discount from its face value.

[π] Being placed on the Watch List may result in Clearing Fund-related consequences as well as other consequences under the Rules. Please refer to the Interpretive Guidance with Respect to Watch List Consequences in this rulebook.

RULE 2 – MEMBERS

(a) The Corporation shall make its services, or certain of its services, available to Persons which (i) apply for membership to the Corporation for the use of its services, (ii) meet the qualifications specified in these Rules, (iii) are approved by the Corporation or the Board, as applicable, and (iv) if required, have contributed to the Clearing Fund as provided in Rule 4.

(b) The Corporation shall have the following membership types:

(i) Comparison-Only Members;

(ii) Netting Members;

(iii) Sponsoring Members and Sponsored Members;

(iv) CCIT Members; and

(v) Funds-Only Settling Bank Members.

With respect to item (ii) above, there shall be the following categories of Netting Members: Bank Netting Members, Dealer Netting Members, Inter-Dealer Broker Netting Members, Futures Commission Merchant Netting Members, Foreign Netting Members, Government Securities Issuer Netting Members, Insurance Company Netting Members, Registered Clearing Agency Netting Members and Registered Investment Company Netting Members.

With respect to items (iii), (iv) and (v) above, Sponsored Members and Sponsoring Members shall be governed by Rule 3A, CCIT Members shall be governed by Rule 3B and Funds-Only Settling Bank Members shall be governed by Rule 13.

(c) Except as otherwise provided in these Rules, a Member that compares and nets through the Corporation any contract or transaction on behalf of a Non-Member shall, so far as the rights of the Corporation and all other Members are concerned, be liable as a principal.

RULE 2A – INITIAL MEMBERSHIP REQUIREMENTS

Section 1 - Eligibility for Membership: Comparison-Only Members

(a) A Person shall be eligible to apply to become a Comparison-Only Member if it:

(i) is a legal entity that is eligible to apply for membership in the Netting System; or

(ii) has demonstrated to the Corporation that its business and capabilities are such that it could reasonably expect material benefit from direct access to the Corporation's services.

(b) A Person may not be a Comparison-Only Member and a Netting Member at the same time. The Corporation may require that a Person be a Comparison-Only Member for a time period deemed necessary by the Corporation before the Person becomes eligible to apply to become a Netting Member, if, in order to protect itself and its Members, the Corporation believes that it is necessary to assess the operational soundness of the Person prior to permitting it to apply for netting membership. The Corporation's determination to apply such comparison-only requirement shall be based on the presence of one or more of the following conditions: (i) the Person is a newly formed entity with little or no functional history, (ii) the Person's operational staff lacks significant experience, (iii) if one of the above two conditions is present, the Person has not engaged a service bureau or correspondent clearing member with which the Corporation has a relationship, or (iv) any other factor that management believes might suggest insufficient operational functions.

Section 2 – Eligibility for Membership: Netting Members

(a) Eligibility for Netting membership shall be as follows:

(i) A Person shall be eligible to apply to become a Bank Netting Member if it is a bank or trust company chartered as such under the laws of the United States, or a State thereof, or is a bank or trust company established or chartered under the laws of a non-U.S. jurisdiction and participates in the Corporation through its U.S. branch or agency. A bank or trust company that is admitted to membership in the Netting System pursuant to these Rules, and whose membership in the Netting System has not been terminated, shall be a Bank Netting Member.

(ii) A Person shall be eligible to apply to become a Dealer Netting Member if it is a Dealer and is not a bank or trust company. A Dealer that is admitted to membership in the Netting System pursuant to these Rules, and whose membership in the Netting System has not been terminated, shall be a Dealer Netting Member.

(iii) A Person shall be eligible to apply to become a Futures Commission Merchant Netting Member if it is a Futures Commission Merchant. A Futures Commission Merchant that is admitted to membership in the Netting System pursuant to these Rules,

and whose membership in the Netting System has not been terminated, shall be a Futures Commission Merchant Netting Member.

(iv) A Person shall be eligible to apply to become an Inter-Dealer Broker Netting Member if it is an Inter-Dealer Broker. An Inter-Dealer Broker that is admitted to membership in the Netting System pursuant to these Rules, and whose membership in the Netting System has not been terminated, shall be an Inter-Dealer Broker Netting Member.

(v) A Person shall be eligible to apply to become a Foreign Netting Member if it is a Foreign Person that the Corporation, in its sole discretion, has determined: (i) has a home country regulator that has entered into a memorandum of understanding with the SEC regarding the sharing or exchange of information, and (ii) maintains a presence in the United States, either directly or through a suitable agent, that both has available individuals fluent in English who are knowledgeable in the Foreign Person's business and can assist the Corporation's representatives as necessary, and ensures that the Foreign Person will be able to meet its data submission, settlement, and other obligations to the Corporation as a Member in a timely manner. The Person applying to become a Foreign Netting Member must represent and certify to the Corporation that it is in compliance with the financial reporting and responsibility standards of its home country and that it is regulated in its home country by a financial regulatory authority in the areas of maintenance of relevant books and records, regular inspections and examinations, and minimum capital standards, and make such other representations, certifications or assurances as the Corporation deems necessary to address jurisdictional and tax concerns. Without limiting the generality of the foregoing, the Corporation shall require each applicant that shall be an FFI Member to certify and periodically recertify to the Corporation that it is FATCA Compliant under such procedures as are set forth under FATCA, unless such requirements have been explicitly waived in writing by the Corporation, provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property. In addition, as part of its membership application, each applicant that shall be an FFI Member must agree that it shall indemnify the Corporation for any loss, liability or expense sustained by the Corporation as a result of its failing to be FATCA Compliant. Except as with respect to FATCA, a foreign Bank Netting Member that participates in the Corporation through its U.S. branch or agency shall not be deemed a Foreign Member for purposes of the Corporation's Rules and procedures, unless otherwise stated by the Corporation.

(vi) A Person shall be eligible to apply to become a Government Securities Issuer Netting Member if it is a Government Securities Issuer. A Government Securities Issuer that is admitted to membership in the Netting System pursuant to these Rules shall be a Government Securities Issuer Netting Member.

(vii) A Person shall be eligible to apply to become a Registered Clearing Agency Netting Member if it is a Registered Clearing Agency. A Registered Clearing Agency that is admitted to membership in the Netting System pursuant to these Rules, and whose membership in the Netting System has not been terminated, shall be a Registered Clearing Agency Netting Member.

(viii) A Person shall be eligible to apply to become a Registered Investment Company Netting Member if it is a Registered Investment Company. A Registered Investment Company that is admitted to membership in the Netting System pursuant to these Rules, and whose membership in the Netting System has not been terminated, shall be a Registered Investment Company Netting Member.

(ix) The Corporation shall make its services available to Persons in such other categories as the Corporation may from time to time determine, subject to approval of such categories and their minimum membership standards by the SEC.

Applicants in categories (i) through (vii) above that are admitted into membership shall be Tier One Netting Members. Applicants in category (viii) above that are admitted into membership shall be Tier Two Members. With respect to applicants in category (ix), the Corporation shall make a determination as to whether such applicant shall be a Tier One Netting Member or Tier Two Member.

(b) A Person may be only one type of Netting Member at a time. Notwithstanding anything to the contrary in this Rule, if a Person qualifies for more than one category of Netting System membership, the Corporation, in its sole discretion, may determine which category of Netting System membership that Person will considered for.

Section 3 – Admission Criteria Membership Qualifications and Standards for Comparison-Only Members

The Corporation may approve an application to become a Comparison-Only Member by a Person that is eligible to apply to become a Comparison-Only Member pursuant to this Rule upon a determination that such applicant meets the following requirements:

(a) Operational Capability - The applicant must be able to satisfactorily communicate with the Corporation, fulfill anticipated commitments to and meet the operational requirements of the Corporation with necessary promptness and accuracy, and conform to any operational condition and requirement that the Corporation reasonably deems necessary for its protection or that of its Members. The applicant agrees that it must fulfill, within the timeframes established by the Corporation, operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation to ensure the continuing operational capability of the applicant.

(b) Fees - The applicant agrees to make, and has sufficient financial ability to make, all anticipated fee payments required to be made to the Corporation that may be set forth in these Rules or in the Procedures.

(c) Required Capital - If a regulated entity, the applicant represents and warrants to the Corporation that it is in compliance (as an applicant) with the capital requirements imposed by its Designated Examining Authority, Appropriate Regulatory Agency, or other examining authority or regulator, and any other Self-Regulatory Organizations or self-regulatory organizations to which it is subject by statute, regulation or agreement.

(d) Disqualification Criteria - The Corporation must have received no substantial information that would reasonably and adversely reflect on the applicant, or its Controlling Management, if applicable, to such an extent that the applicant should be denied membership in the Corporation. The Corporation, in its sole discretion, shall determine whether any of the following criteria should be the basis for denial of the membership application:

(i) the applicant is subject to Statutory Disqualification (as defined in Section 3(a)(39) of the Exchange Act), or an order of similar effect issued by a Federal or State banking authority, or other examining authority or regulator, including non-U.S. examining authority or regulator;

(ii) the applicant or its Controlling Management has been responsible for (A) making a misstatement of a material fact or omitting to state a material fact to the Corporation, in connection with its application to become a Member or thereafter, or (B) fraudulent acts or violation of the Securities Act of 1933, the Exchange Act, the Investment Company Act, the Investment Advisers Act or the Government Securities Act of 1986, or any rule or regulation promulgated thereunder;

(iii) the applicant or its Controlling Management has been convicted within the ten years preceding the filing of the application or at any time thereafter of (A) any criminal offense involving the purchase, sale or delivery of any security, or bribery, or perjury, or burglary, or conspiracy to commit any offense referred to in this subparagraph (iii), (B) the larceny, theft, robbery, embezzlement, extortion, fraudulent conversion, fraudulent concealment, forgery or misappropriation of funds, securities or other property, (C) any violation of Sections 1341, 1342 or 1343 of Title 18, United States Code, or (D) any other criminal offense involving breach of fiduciary obligation, or arising out of the conduct of business as a broker, dealer, investment company, adviser or underwriter, bank, trust company, fiduciary, insurance company or other financial institution;

(iv) the applicant or its Controlling Management has been permanently or temporarily enjoined or prohibited by order, judgment or decree of any court or other governmental authority of competent jurisdiction from acting as, a broker, dealer, investment company, advisor or underwriter, bank, trust company, fiduciary, insurance company or other financial institution, or from engaging or in continuing any conduct or practice in connection with any such activity, or in connection with the purchase, sale or delivery of any security, and the enforcement of such injunction or prohibition has not been stayed; or

(v) the applicant has been expelled or suspended from or had its participation terminated by a national securities association or exchange registered under the Exchange Act, a Self-Regulatory Organization or a Corporation that engages in clearance and settlement activities or a securities depository, or has been barred or suspended from being associated with any member of such an exchange, association, organization, Corporation, or securities depository.

In addition to items (a) through (d) above, the Corporation shall retain the right to deny membership to an applicant if the Corporation becomes aware of any factor or circumstance about

the applicant or its Controlling Management which may impact the suitability of that particular applicant as a Member of the Corporation. Further, applicants are required to inform the Corporation as to any member of its Controlling Management that is or becomes subject to Statutory Disqualification (as defined in Section 3(a)(39) of the Exchange Act).

The Corporation shall retain the right to deny membership to an applicant if the Corporation becomes aware of any factor or circumstance about the applicant or its Controlling Management which may impact the suitability of that particular applicant as a Member of the Corporation.

Section 4 - Membership Qualifications and Standards for Netting Members

Subject to the limitations set forth in this Rule, the Board shall approve an application to become a Netting Member by a Person that is eligible to apply to become a Netting Member pursuant to this Rule upon a determination that such applicant meets the following requirements:

(a) Comparison System Admission Standards - The applicant continues to meet the requirements for becoming a Comparison-Only Member set forth in this Rule. Notwithstanding the previous sentence, the applicant shall meet the admission criterion on required capital in subsection (c) of Section 3 of this Rule if the applicant is in compliance with the capital requirements imposed by its Designated Examining Authority, Appropriate Regulatory Agency, or other examining authority or regulator, and any other Self-Regulatory Organizations or self-regulatory organizations to which it is subject by statute, regulation or agreement.

(b) Financial Responsibility - The applicant shall:

(i) have sufficient financial ability to make anticipated required deposits to the Clearing Fund as provided for in Rule 4 and anticipated Funds-Only Settlement Amounts, and to meet all of its other obligations to the Corporation in a timely manner; and

(ii) satisfy the following minimum financial requirements:

(A) for applicants whose Financial Statements are prepared in accordance with U.S. generally accepted accounting principles:

(1) if the applicant is applying to become a Bank Netting Member, it must have a level of equity capital as of the end of the month prior to the effective date of its membership of at least $100 million, and its capital levels and ratios must meet the applicable minimum levels for such as required by its Appropriate Regulatory Agency (or, if the applicant's Appropriate Regulatory Agency does not specify any such minimum levels, such minimum levels as would be required if the Member were a member bank of the Federal Reserve System and the Member's Appropriate Regulatory Agency were the Board of Governors of the Federal Reserve System);

(2) if the applicant is registered with the SEC pursuant to Section 15 of the Exchange Act and is applying to become a Dealer Netting Member, it must have, as of the end of the calendar month prior to the effective date of its membership, (1) Net Worth of at least $25 million and (2) Excess Net Capital of at least $10 million;

(3) if the applicant is registered with the SEC pursuant to Section 15C of the Exchange Act and is applying to become a Dealer Netting Member, it must have, as of the end of the calendar month prior to the effective date of its membership, (1) Net Worth of at least $25 million and (2) Excess Liquid Capital of at least $10 million;

(4) if the applicant is applying to become a Futures Commission Merchant Netting Member, it must have, as of the end of the calendar month prior to the effective date of its membership, $25 million in Net Worth and $10 million in Excess Adjusted Net Capital;

(5) if the applicant is registered with the SEC pursuant to Section 15 of the Exchange Act and is applying to become an Inter-Dealer Broker Netting Member, it must have, as of the end of the calendar month prior to the effective date of its membership, (1) Net Worth of at least $25 million and (2) Excess Net Capital of at least $10 million;

(6) if the applicant is registered with the SEC pursuant to Section 15C of the Exchange Act and is applying to become an Inter-Dealer Broker Netting Member, it must have, as of the end of the calendar month prior to the effective date of its membership, (1) Net Worth of at least $25 million and (2) Excess Liquid Capital of at least $10 million;

(7) if the applicant is a Foreign Person that is applying to become a Foreign Netting Member, it must satisfy the minimum financial requirements (defined by reference to regulatory capital as defined by the applicant's home country regulator) that are applicable to the Netting System membership category that the Corporation determines, in its sole discretion, would be applicable to the Foreign Person if it were organized or established under the laws of the United States or a State or other political subdivision thereof subject to subsections (B), (C) and (D) below if the entity's financial statements are not prepared in accordance with U.S. generally accepted accounting principles;

(8) if the applicant is applying to become an Insurance Company Netting Member, it must have, as of the end of the month prior to the effective date of its membership: (1) an A.M. Best ("Best") rating of "A-" or better, (2) a rating by at least one of the other three major rating agencies (Standard & Poor's ("S&P"), Moody's, and Fitch Ratings ("Fitch") of at least "A-" or "A3", as applicable, (3) no rating by S&P, Moody's, and Fitch of less than "A-" or "A", as applicable, (4) a risk-based capital ratio, as applicable to Insurance Companies, of at least 200 percent, and (5) statutory capital (consisting of adjusted policyholders' surplus plus the company's asset valuation reserve) of no less than $500 million; and

(9) if the applicant is applying to become a Registered Investment Company Netting Member, it must have minimum Net Assets of $100 million.

(B) for applicants whose Financial Statements are prepared in accordance with International Financial Reporting Standards, the Companies Act of 1985 (UK generally accepted accounting principles), or Canadian generally accepted accounting principles, the minimum financial requirements shall be one and one-half times the applicable requirements set forth in subsection (A) above.

(C) for applicants whose Financial Statements are prepared in accordance with the generally accepted accounting principles of a European Union country other than the United Kingdom, the minimum financial requirements shall be five times the applicable requirements set forth in subsection (A) above.

(D) for applicants whose financial statements are prepared in accordance with any other type of generally accepted accounting principles, the minimum financial requirements shall be seven times the requirements set forth in subsection (A) above.

(c) Business History - The applicant must have an established, profitable business history of a minimum of six months or personnel with sufficient operational background and experience to ensure, in the judgment of the Board, the ability of the firm to conduct its business.

The foregoing financial responsibility standards are only minimum requirements, and the Board, based upon the level of the anticipated positions and obligations of the applicant, the anticipated risk associated with the volume and types of transactions the applicant proposes to process through the Corporation, and the overall financial condition of the applicant, may impose greater standards. If an applicant does not itself satisfy the above minimum capital requirements, the Board may include for such purposes the capital of an Affiliate of the applicant, if the Affiliate

has delivered to the Corporation a guaranty, satisfactory in form and substance to the Board, of the obligations of the applicant to the Corporation.

Section 5 – Application Documents

Each applicant to become a Member shall, as required by the Corporation from time to time, complete and deliver to the Corporation an Applicant Questionnaire in such form as may be prescribed by the Corporation. An applicant seeking membership in the Netting System shall also deliver to the Corporation the financial reports, other reports, opinions and other information as the Corporation determines appropriate.

Each applicant to become a Netting Member shall obtain and provide to the Corporation a Legal Entity Identifier.

As part of its membership application, each applicant (as determined by the Corporation with regard to membership type) shall complete and deliver to the Corporation (1) a FATCA Certification, and (2) a Cybersecurity Confirmation.

Each applicant to become a Member must also fulfill, within the time frames established by the Corporation, any operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation to ensure the operational capability of the applicant.

If the Corporation determines that a legal opinion, or update thereto, submitted by an applicant, indicates that the Corporation could be subject to Legal Risk (as defined in Section 2 of Rule 4) with respect to such applicant, the Corporation shall have the right to take, and/or require the applicant to take, appropriate action(s) to mitigate such Legal Risk, including, but not limited to, requiring the applicant to post additional Clearing Fund as set forth in Section 2 of Rule 4.

Except as otherwise provided in Rule 29, any information furnished to the Corporation pursuant to this Rule shall be held in at least the same degree of confidence as may be required by law or the rules and regulations of the appropriate regulatory body having jurisdiction over the applicant or Member.

Section 6 – Evaluation of Applicant

An application to become any type of Member shall first be reviewed by the Corporation. The Corporation may approve applications for Comparison-Only membership. With regard to Netting membership, the Corporation shall recommend approval or disapproval of the application to the Board. Except as otherwise provided in this Rule 2A or in Rule 15, Corporation or Board approval of an application for membership shall constitute approval only of the type of membership specifically applied for.

In evaluating a membership application, the Corporation may:

(i) contact the applicant's Designated Examining Authority, Appropriate Regulatory Agency, primary regulatory authority (the CFTC and the applicable self-

regulatory organization designated under the Commodity Exchange Act in the case of a Futures Commission Merchant, and the insurance regulator in the company's state of domicile in the case of an Insurance Company), or other examining authority or regulator, or any Self-Regulatory Organization or self-regulatory organization of which the applicant is a member and request from such authority or organization any records, reports, or other information that, in their judgment, may be relevant to the application;

(ii) examine the books, records, and operational procedures of, and inspect the premises of, the applicant as they may be related to the business conducted through the Corporation; and

(iii) take such other evidence or make such other inquiries as is necessary, including sworn or unsworn testimony, to ascertain relevant facts bearing upon the applicant's qualifications.

The Board or the Corporation, as applicable, shall approve an application to become a Member pursuant to this Rule only upon a determination that the applicant meets such standards of financial responsibility and operational capability as are set forth in this Rule. In addition, with regard to any applicant that shall be an FFI Member, such applicant must be FATCA Compliant.

Notwithstanding that an application to become a Member shall have been approved by the Board or the Corporation, if a material change in condition of the applicant occurs which in the judgment of the Board or the Corporation could bring into question the applicant's ability to perform as a Member, and such material change becomes known to the Corporation prior to the applicant's commencing use of the Corporation's services, the Corporation shall have the right to stay commencement by the applicant of use of the Corporation's services until a reconsideration by the Board or the Corporation of the applicant's financial responsibility and operational capability can be completed. As a result of such reconsideration, the Board or the Corporation may determine to withdraw approval of an application to become a Member or condition the approval upon the furnishing of additional information or assurances.

Notwithstanding the provisions of this Rule, the Board or the Corporation may determine, after considering the facts and circumstances pertaining to an applicant, not to apply one or more of the qualifications or standards set forth in these Rules. If the Board or the Corporation determines that such qualification or standard shall not apply, it shall determine what, if any, limitation or restriction shall be placed on such applicant. Limitations and restrictions shall bear a reasonable relationship to the qualification or standard not applied to such applicant and may include, but are not limited to, an increased Clearing Fund requirement or a limitation on the applicant's activities to be processed through the Corporation. Such determination shall only be made if the Board or the Corporation concludes that not applying such qualification or standard, and imposing such limitation or restriction, would not be against the best interests of the Corporation and its Members. In making such a determination, the Board or the Corporation may require the applicant to provide additional information or assurances. If the Board or the Corporation imposes a limitation or restriction pursuant to this provision, the Corporation shall promptly notify the SEC.

The Board or the Corporation may deny an application to become a Member upon the Corporation's determination that it does not have adequate personnel, space, data processing capacity or other operational capability at that time to perform its services for the applicant without impairing the ability of the Corporation to provide services for its existing Members, to assure the prompt, accurate and orderly processing and settlement of securities transactions or to otherwise carry out its functions; provided, however, that any such applications which are denied pursuant to this paragraph shall be approved as promptly as the capabilities of the Corporation permit.

Upon the Board's or the Corporation's denial of an application to become a Member pursuant to this Rule, the Corporation shall furnish the applicant with a concise written statement setting forth the specific grounds under consideration upon which any such denial may be based and shall notify the applicant of its right to request a hearing before the Board, such request to be filed by the applicant with the Corporation pursuant to Rule 37.

Section 7 - Membership Agreement

Each applicant to become a Member shall sign and deliver to the Corporation a Membership Agreement whereby the applicant shall agree:

(a) to abide by the Rules of the Corporation and to be bound by all the provisions thereof;

(b) to pay to the Corporation in a timely manner the compensation provided for by the Rules of the Corporation for services rendered and such costs and fines as may be imposed in accordance with such Rules of the Corporation for the failure to comply therewith;

(c) to be bound by any amendment to the Rules of the Corporation with respect to any transaction occurring subsequent to the time such amendment takes effect as fully as though such amendment were now a part of the Rules of the Corporation;

(d) to continue to be bound by the Rules of the Corporation, notwithstanding that it may have terminated its membership, as to all matters and transactions occurring while it was a Member;

(e) if it is applying to become a Netting Member, to: (i) submit to the Corporation for comparison, pursuant to Rule 5, data on all of its eligible trades with other Netting Members, (ii) deliver to the Corporation or receive from the Corporation the securities underlying all trades that have been reported as being netted and all monies related thereto, in accordance with the Rules of the Corporation, and (iii) pay or deliver to the Corporation in a timely manner all amounts due pursuant to Rule 4 with regard to its Required Fund Deposit and any loss or liability allocated to it;

(f) that the determination of the Board as to any questions arising with regard to any payment, charge, fee, deposit, or fine to which it may be subject shall be final and conclusive, except as may be otherwise provided in these Rules; and

(g) to any other terms and conditions deemed by the Corporation to be necessary in order to protect itself and its Members, including, for a Foreign Member, all agreements, opinions of counsel, and other legal documentation required by the Corporation.

RULE 3 – ONGOING MEMBERSHIP REQUIREMENTS

Section 1 – Requirements

The qualifications and standards set forth in Rule 2A shall be continuing membership requirements. In addition, each Member shall comply with the ongoing requirements set forth below.

Section 2 - Reports by Netting Members

Each Netting Member shall submit to the Corporation the reports, financial or other information set forth below and such other reports, financial and other information as the Corporation from time to time may reasonably require. Unless specifically set forth below, the time periods prescribed by the Corporation are set forth in the form of notices posted at the Corporation's Website and/or distributed by the Corporation from time to time. It shall be the Member's responsibility to retrieve all notices daily from the Website.

(a) a copy of the Member's annual audited Financial Statements for such fiscal year, certified by the Member's independent certified public accountants and prepared in accordance with generally accepted accounting principles;

(b) if the Member is a broker or dealer registered under Section 15 of the Exchange Act, or a Government Securities Broker or Dealer registered under Section 15C of the Exchange Act, (i) a copy of the Member's FOCUS Report or FOGS Report, as the case may be, submitted to its Designated Examining Authority, (ii) a report of the Member's independent auditors on internal controls, and (ii) any supplemental reports required to be filed with the SEC pursuant to SEC Rule 17a-11 or 17 C.F.R. Section 405.3;

(c) if the Member is a domestic bank or a trust company, a copy of the applicant's Call Report submitted to its Appropriate Regulatory Agency and, to the extent not contained within such Call Reports (or to the extent that Call Reports are not required to be filed), information containing each of the Member's capital levels and ratios, as such levels and ratios are required to be provided to the Member's Appropriate Regulatory Agency (or, if such applicant's Appropriate Regulatory Agency does not require such information, as would be required to be provided, if such Member's Appropriate Regulatory Agency were the Board of Governors of the Federal Reserve System);

(d) if the Member is a Futures Commission Merchant and not a broker or dealer registered with the SEC, (i) a copy of its CFTC Form 1-FR as filed with the CFTC (or copies of the equivalent form filed with the CFTC pursuant to CFTC Regulation 1.10(b)(3), (ii) a copy of the computation required by CFTC Regulation 1.18, and (iii) a copy of any supplemental reports filed with the CFTC pursuant to Regulation 1.12 or any successor regulations;

(e) if the applicant is a broker, dealer or bank established or organized in the United Kingdom and subject to regulation by the United Kingdom's Financial Services Authority (or successor authority), a copy of its Financial Services Authority reports;

(f) if the Member is a Foreign Netting Member other than one that is a broker, dealer or bank organized or established in the United Kingdom and regulated by the Financial Services Authority, key financial information requested by the Corporation;

(g) if the Member is not within clauses (b) through (f) above, a copy of the Member's unaudited financial information as specified by the Corporation for such quarter; and

(h) for any Member which has satisfied the financial requirements imposed by the Corporation pursuant to these Rules by means of a guaranty of its obligations by its parent company, Financial Statements and/or the reports or information of its parent company meeting the requirements specified in subparagraphs (a) through (f) of this Section 2, as applicable.

With respect to a Member that has received from its regulators an extension of time by which one of the above-listed reports or submissions to the regulator is otherwise due, a copy of the extension letter or other regulatory communication granting such extension. Moreover, any Member that has provided to the SEC any notice required pursuant to paragraph (e) of the SEC's Rule 15c3-1 shall notify the Corporation of the provision of such notice, and shall furnish the Corporation with a copy of such notice, by the Close of Business on the day that it so provides such notice to the SEC.

With respect to subsections (a) and (f) above, the Corporation may accept, in its sole discretion, consolidated Financial Statements or financial information prepared at a parent level.

In addition to the above, Netting Members must submit to the Corporation, concurrently with their submission to the relevant regulator or similar authority, copies of any regulatory notifications required to be made when a Member's capital levels or other financial requirements fall below prescribed levels. In addition, Members must submit to the Corporation, concurrently with their submission to the applicable regulator or similar authority, copies of such filings as determined by the Corporation from time to time, which Members are required to file pursuant to the Sarbanes-Oxley Act of 2002, and any amendments thereunder.

Moreover, Foreign Netting Members must submit to the Corporation, concurrently with their submission to the relevant regulator or similar authority, copies of any regulatory notifications required to be made when a member does not comply with the financial reporting and responsibility standards set by its home country regulator. Foreign Netting Members must also notify the Corporation in writing within 2 business days of becoming subject to a disciplinary action by their home country regulator.

If the Corporation determines that a legal opinion, or update thereto, submitted by a Member, indicates that the Corporation could be subject to Legal Risk (as defined in Section 2 of Rule 4) with respect to such Member, the Corporation shall have the right to take, and/or require the Member to take, appropriate action(s) to mitigate such Legal Risk, including, but not limited to, requiring the Member to post additional Clearing Fund as set forth in Section 2 of Rule 4.

In addition to all of the above, on an annual basis, Netting Members must report information on their Foreign Affiliate Trades to the Corporation. The preceding sentence shall not apply to Foreign Affiliate Trades of a Foreign Affiliate that has executed less than an average of 30 Foreign Affiliate Trades per business day per month within the prior twelve-month period. The

reporting required by this paragraph shall be submitted to the Corporation containing the information, in the format and within the timeframes specified by guidelines issued by the Corporation from time to time.

In addition to all of the above, each Member shall complete and deliver to the Corporation a Cybersecurity Confirmation at least every two years, on a date that is set by the Corporation and following notice that is provided no later than 180 calendar days prior to such due date.

A Netting Member must have a current Legal Entity Identifier on file with the Corporation at all times. The Netting Member shall indemnify the Corporation, and its employees, officers, directors, shareholders, agents, and Members (collectively, the "LEI Indemnified Parties"), for any and all losses, liabilities, expenses and Legal Actions suffered or incurred by the LEI Indemnified Parties arising from a Netting Member's failure to have its current Legal Entity Identifier on file with the Corporation. "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self-regulatory organization.

Notwithstanding anything to the contrary in this Rule, if a Member qualifies for more than one category of Netting System membership, the Corporation, in its sole discretion, may require that such member provide those reports and other financial or other information required to be provided to the Corporation by Members of any of those membership categories for which such Member qualifies.

All information provided to the Corporation pursuant to this Section shall be in English (and if translated into English, the translation must be a fair and accurate English translation).

A Member that fails to submit the above listed information within the timeframes required by guidelines issued by the Corporation from time to time and in the manner requested, shall:

(i) be subject to a fine by the Corporation; and

(ii) until the required information is submitted to the Corporation, have a Required Fund Deposit equal to the greater of either (x) the sum of the normal calculation of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of the normal calculation of its Required Fund Deposit.

Section 3 - Financial Statements

For purposes of Rule 2A and this Rule, the term "Financial Statements" means, a balance sheet, statement of income, statement of changes in financial position and statement of changes in owner's equity, in each case with accompanying notes.

Section 4 – Confidentiality

Except as otherwise provided in Rule 29, any information furnished to the Corporation pursuant to this Rule shall be held in at least the same degree of confidence as may be required by

law or the rules and regulations of the appropriate regulatory body having jurisdiction over the applicant or Member.

Section 5 - Application of Membership Standards

Notwithstanding the provisions of this Rule, the Board may determine, after considering the facts and circumstances pertaining to a Member, not to apply one or more of the qualifications or standards set forth in these Rules. If the Board determines that such qualification or standard shall not apply, the Committee shall determine what, if any, limitation or restriction shall be placed on such Member. Limitations and restrictions shall bear a reasonable relationship to the qualification or standard not applied to such Member and may include, but are not limited to, an increased Clearing Fund requirement or a limitation on the Member's activities processed through the Corporation. Such determination shall only be made if the Board concludes that not applying such qualification or standard, and imposing such limitation or restriction, would not be against the best interests of the Corporation and its Members. In making such a determination, the Board may require the Member to provide additional information or assurances. If the Board imposes a limitation or restriction pursuant to this provision, the Corporation shall promptly notify the SEC.

Section 6 – Operational Testing Requirements

(a) The Corporation may, from time to time, require Members to fulfill, within the time frames established by the Corporation, certain operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation to ensure the continuing operational capability of the Member. The Corporation will assess a fine or terminate the membership of any Member that does not fulfill any such operational testing and related reporting requirements within the time frames established by the Corporation.

(b) The Corporation has established standards for designating those Members who shall be required to participate in annual business continuity and disaster recovery testing that the Corporation reasonably determines are, taken as a whole, the minimum necessary for the maintenance of fair and orderly markets in the event that business continuity and disaster recovery plans are required to be activated. The standards shall take into account factors such as: (1) activity-based thresholds; (2) significant operational issues of the Member during the twelve months prior to the designation; and (3) past performance of the Member with respect to operational testing. The specific standards adopted by the Corporation and any updates or modifications thereto shall be published to Members and applied on a prospective basis.

Upon notification that the Member has been designated to participate in the annual business continuity and disaster recovery testing, as described above, Members shall be required to fulfill, within the timeframes established by the Corporation, certain testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation.

Section 7 - General Continuance Standards

A Member shall promptly inform the Corporation, both orally and in writing, if it no longer is in compliance with any of the relevant qualifications and standards for admission to membership set forth in Rule 2 and in this Rule, including whether it is subject to any of the criteria set forth in subsection (d) of Section 3 of Rule 2A. Notification must take place within two Business Days from the date on which the Member first learns of its non-compliance. The Corporation shall assess a fine against any Member who fails to so notify the Corporation. In addition, a Member shall notify the Corporation within two Business Days of learning that an investigation or proceeding to which it is or is becoming the subject of would cause the Member to fall out of compliance with any of the relevant qualifications and standards for membership set forth in Rules 2, 2A and 3. Notwithstanding the previous sentence, the Member shall not be required to notify the Corporation if doing so would cause the Member to violate an applicable law, rule or regulation. If, with respect to any type of Member: (a) it fails to maintain the relevant standards and qualifications for admission to membership, including but not limited to minimum capital standards and operational testing and related reporting requirements imposed by the Corporation from time to time; (b) it violates any Rule of the Corporation or other agreement with the Corporation; (c) it fails to satisfy in a timely manner any obligation to the Corporation; (d) there is a Reportable Event relating to such Member; or (e) the Corporation otherwise deems it necessary or advisable, in order to protect the Corporation, its other Members, or its creditors or investors, to safeguard securities and funds in the custody or control of the Corporation or for which the Corporation is responsible, or to promote the prompt and accurate processing, clearance or settlement of securities transactions, the Corporation will undertake appropriate action to determine the status of the Member and its continued eligibility. In addition, the Corporation may review the financial responsibility and operational capability of the Member to the extent provided in these Rules and otherwise require from the Member additional reporting of its financial or operational condition at such intervals and in such detail as the Corporation shall determine, including, but not limited to, such information as the Corporation may request regarding the businesses and operations of the Member and its risk management practices with respect to services of the Corporation utilized by the Member for another Person or Persons, and shall make a determination as to whether such Member should be placed on the Watch List and/or be subject to enhanced surveillance by the Corporation consistent with the provisions of Section 12 of this Rule.

Furthermore, a Netting Member must submit to the Corporation written notice of any Reportable Event at least 90 calendar days prior to the effective date of such Reportable Event unless the Member demonstrates that it could not have reasonably done so, and provided notice, both orally and in writing, to FICC as soon as possible.

Beginning on the FATCA Compliance Date, each FFI Member shall inform the Corporation, both orally and in writing, if it (i) undergoes a change in circumstance that would affect its FATCA Certification or (ii) otherwise has reason to know that it is not, or will not be, FATCA Compliant, in each case, within two days of knowledge thereof.

The Corporation shall assess a fine against any Netting Member who fails to so notify the Corporation.

In addition, if the Corporation has reason to believe that a Member may fail to comply with any of these Rules, it may require the Member to provide it, within such timeframe, in such detail, and pursuant to such manner as the Corporation shall determine, with assurances in writing of a credible nature that the Member shall not, in fact, violate any of these Rules. Notwithstanding the previous sentence, each Member, or any applicant to become such, shall furnish to the Corporation such adequate assurances of its financial responsibility and operational capability as the Corporation may at any time or from time to time deem necessary or advisable in order to protect the Corporation and its members, to safeguard securities and funds in the custody or control of the Corporation and for which the Corporation is responsible, or to promote the prompt and accurate clearance, settlement and processing of securities transactions. Upon the request of a participant or applicant, or otherwise, the Corporation may choose to confer with the participant or applicant before or after requiring it to furnish adequate assurances pursuant to this Rule.

Adequate assurances of financial responsibility or operational capability of a Member or applicant to become such, as may be required by the Corporation pursuant to these Rules, may include, but shall not be limited to, as appropriate under the context of the Member's use of the Corporation's services:

(i) restrictions or modifications on the Member's use of any or all of the Corporation's services (whether generally, or with respect to certain transactions);

(ii) additional reporting by the Member of its financial or operational condition at such intervals and in such detail as the Corporation shall determine;

(iii) increased Clearing Fund deposits and/or a requirement to post its Required Fund Deposit in proportions of cash, Eligible Netting Securities and Eligible Letters of Credit different from those permitted under Rule 4; or

(iv) prohibitions on the Member from withdrawing Clearing Fund on deposit in excess of its Required Fund Deposit.

In the event that a Member fails to maintain the relevant requirements of any of these Rules, the Corporation shall, pursuant to these Rules, either cease to act for the Member or terminate its membership in the Comparison System or in both the Comparison System and the Netting System, unless the Member requests that such action not be taken and the Corporation determines that, depending upon the specific circumstances and the record of the Member, it is appropriate instead to establish for such Member a time period (the "Noncompliance Time Period"), which shall be determined by the Corporation and which shall be no longer than 30 calendar days unless otherwise determined by the Corporation, during which the Member must resume compliance with such requirements. In the event that the Member is unable to satisfy such requirements within the Noncompliance Time Period, the Corporation shall, pursuant to these Rules, either cease to act for the Member or terminate its membership in the Comparison System or in both the Comparison System and the Netting System. If the Corporation takes any action pursuant to this paragraph, it shall promptly file with its records and with the SEC a full report of such actions, and the reasons thereof.

Notwithstanding anything to the contrary in this Section, if the Corporation, in its sole discretion, determines that a Netting Member's financial condition has significantly deteriorated during a Noncompliance Time Period, the Corporation immediately may, pursuant to these Rules, either cease to act for the Member or terminate its membership in the Comparison System or in both the Comparison System and the Netting System.

Section 8 - Specific Continuance Standards

In addition to the requirements set forth in Section 6 above of this Rule, the following requirements shall apply to Members that fall from compliance with an applicable membership standard:

(a) If a Bank Netting Member falls below the applicable minimum financial requirement as specified in this Rule, or if one or more of its capital levels or ratios no longer meets the applicable minimum level for such as required by its Appropriate Regulatory Agency (or, if the applicant's Appropriate Regulatory Agency does not specify any such minimum level, such minimum level as would be required if the Member were a member bank of the Federal Reserve System, and the Member's Appropriate Regulatory Agency were the Board of Governors of the Federal Reserve System); it shall, for a period beginning on the day on which it fell below such level and continuing until the later of the 90th calendar day after the date on which (i) it returned to compliance with such standard, or (ii) the Corporation received notice of the applicable violation, have a Required Fund Deposit equal to the greater of either: (x) the sum of the normal calculation of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of the normal calculation of its Required Fund Deposit;

(b) If a Dealer Netting Member falls below either the minimum Net Worth level applicable to Dealer Netting Members pursuant to this Rule or the applicable minimum regulatory capital level, as applicable, as specified in this Rule, it shall, for a period beginning on the date on which it fell below such level and continuing until the later of the 90th calendar day after the date on which (i) it returned to compliance with such standard, or (ii) the Corporation received notice of the applicable violation, have a Required Fund Deposit equal to the greater of either: (x) the sum of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of its Required Fund Deposit;

(c) If a Futures Commission Merchant Netting Member falls below either the minimum Net Worth level applicable to Futures Commission Merchant Netting Members pursuant to this Rule or the applicable minimum regulatory capital level specified in this Rule, it shall, for a period beginning on the date on which it fell below such level and continuing until the later of the 90th calendar day after the date on which (i) it returned to compliance with such standard, or (ii) the Corporation received notice of the applicable violation, have a Required Fund Deposit equal to the greater of either: (x) the sum of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of its Required Fund Deposit;

(d) If an Inter-Dealer Broker Netting Member falls below either the applicable minimum Net Worth level or the applicable minimum regulatory level, specified by this Rule, it shall have, for a period beginning on the date on which it fell from compliance with either standard and continuing until the later of the 90th calendar day after the date on which (i) it returned to

compliance with such standard, or (ii) the Corporation received notice of the applicable violation, a Required Fund Deposit equal to the greater of either: (x) the sum of the normal calculation of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of the normal calculation of its Required Fund Deposit;

(e) An Inter-Dealer Broker Netting Member shall (A) limit its business to acting exclusively as a Broker; (B) conduct all of its business in Repo Transactions with Netting Members, and (C) conduct at least 90 percent of its business in transactions that are not Repo Transactions, measured based on its overall dollar volume of submitted sides over the prior month, with Netting Members. If an Inter-Dealer Broker Netting Member fails to comply with this scope-of-business standard, then, for a period beginning on the date on which it fell from compliance with this standard and continuing until the date on which it returned to compliance with such standard, such Member shall be considered by the Corporation for purposes of these Rules to be a Dealer Netting Member. Notwithstanding anything to the contrary above, if such Inter-Dealer Broker Netting Member continues to act exclusively as a Broker, it shall continue to be subject to the provisions of Section 7 of Rule 4 as if it were an Inter-Dealer Broker Netting Member, until and unless the Corporation determines, in its sole discretion, that such Member should be treated for purposes of that Section as if it were a Dealer Netting Member and so informs such Member. Moreover, notwithstanding anything to the contrary above, if such Inter-Dealer Broker Netting Member does not return to compliance with its applicable scope-of-business standard within 90 calendar days from the date on which it fell below such standard, such Member shall permanently become a Dealer Netting Member for purposes of these Rules, until and unless it applies to the Corporation to return to its Inter-Dealer Broker Netting Member status and such application is approved by the Board; and

(f) If a Government Securities Issuer Netting Member, Insurance Company Netting Member, Registered Clearing Agency Netting Member, or Registered Investment Company Netting Member falls out of compliance with any minimum admission or continuance standard that may be set for it by the Corporation pursuant to these Rules, it shall, for a period beginning on the date on which it fell below such standard and continuing until the later of the 90th calendar day after the date on which (i) it returned to compliance with such standard, or (ii) the Corporation received notice of the applicable violation, have a Required Fund Deposit equal to the greater of either: (x) the sum of the normal calculation of its Required Fund Deposit plus $1,000,000, or (y) 125 percent of the normal calculation of its Required Fund Deposit.

For purposes of applying a premium to the Required Fund Deposit of a Member that falls below its minimum financial requirements as set forth in this section, the Corporation shall begin to assess such a premium on the date on which the Corporation becomes aware of the applicable violation.

If the Member is a Foreign Netting Member, and it has fallen out of compliance with the minimum financial requirements that the Corporation has determined, pursuant to these Rules, are applicable to it, the consequences under this Section of such noncompliance shall be determined by reference to the subsection of this Section that is applicable to the Netting System membership category that the Corporation has determined would be applicable to the Foreign Person if it were organized or established under the laws of the United States or of a State or other political subdivision thereof.

If the Corporation takes any action pursuant to this Section, it shall promptly report such action, and the reasons thereof, to the Board, at its next regularly scheduled meeting, or sooner if deemed appropriate by the Corporation.

Section 9 - Compliance with Laws

(i) General

In connection with their use of the Corporation's services, Members must comply with all applicable laws, including applicable laws relating to securities, taxation, and money laundering, as well as sanctions administered and enforced by the Office of Foreign Assets Control ("OFAC").

(ii) OFAC

As part of their compliance with OFAC sanctions regulations, all Members agree not to conduct any transaction or activity through GSD which it knows to violate sanctions administered and enforced by OFAC.

Members subject to the jurisdiction of the U.S., with the exception of Comparison-Only Members, are required to periodically confirm that the Member has implemented a risk-based program reasonably designed to comply with applicable OFAC sanctions regulations. Failure to do so in the manner and timeframes set forth by the Corporation from time to time will result in a fine.

(iii) FATCA

Beginning on the FATCA Compliance Date, each FFI Member must agree not to conduct any transaction or activity through the Corporation if such FFI Member is not FATCA Compliant, unless such requirement has been explicitly waived in writing by the Corporation with respect to the specific FFI Member, provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property.

All FFI Members are required, as applicable under FATCA, to certify and periodically recertify to the Corporation that they are FATCA Compliant by providing to the Corporation a FATCA Certification. Failure to do so in the manner and timeframes set forth by the Corporation from time to time will result in a fine, unless such requirement has been explicitly waived in writing by the Corporation with respect to the specific FFI Member, provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property.

An FFI Member shall indemnify the Corporation for any loss, liability or expense sustained by the Corporation as a result of such FFI Member failing to be FATCA Compliant.

Section 10 - Books and Records

The books and records of a Member and, in the case of a Registered Investment Company Netting Member, its Controlling Management, insofar as they relate to transactions processed

through the Corporation, shall be open to the inspection of the duly authorized representatives of the Corporation upon reasonable prior notice and during the Member's or its Controlling Management's normal business hours, as applicable. The Corporation shall be furnished with all such information about the business and transactions of the Member and, in the case of a Registered Investment Company Netting Member, its Controlling Management, as it may require; provided that (i) the aforesaid rights of the Corporation shall be subject to any applicable laws or rules or regulations of regulatory bodies having jurisdiction over the Member which relate to the confidentiality of records, and (ii) if the Member ceases membership, the Corporation shall have no right to inspect the Member's or its Controlling Management's books and records, as applicable, or to require information relating to transactions wholly subsequent to the time when the Member ceases membership.

Section 11 - Additional Accounts Requested by Members

(a) The Corporation may permit a Member to maintain one or more additional accounts at the request of a Member if the Corporation determines that doing so will not subject the Corporation to material legal, financial or operational risk.

(b) The Corporation may permit a Netting Member to open additional netting accounts for the Netting Member itself or for wholly-owned subsidiaries of the Netting Member.

(c) The Corporation may permit a Netting Member to open an additional account for its Market Professional customers. Such account must be in furtherance of a Cross-Margining Arrangement and must meet the requirements of the applicable Cross-Margining Agreement and Rule 43. Such account must meet all obligations under these Rules unless otherwise specified herein.

(d) All other additional netting accounts requested by Netting Members for Non-Members not otherwise permitted under these Rules shall require the approval of the Board. Netting Members shall not be permitted to maintain additional accounts for comparison-only activities unless they can demonstrate that doing so will not violate Section 3 of Rule 11

(e) Additional accounts that are opened for a Member pursuant to this Section 11 of Rule 3 shall be opened solely for the administrative convenience of the Member or in furtherance of the Cross-Margining Arrangements between the Corporation and an FCO, and no other person or entity shall have any rights, obligations or liabilities with respect to any of the Member's accounts with the Corporation. Only Members shall be entitled to process transactions through the Corporation and to participate in the services offered by the Corporation for which they have been approved. A Member that processes through the Corporation any contract or other transaction for an entity that is a Non-Member shall, so far as the rights of the Corporation and of other Members are concerned, be liable as principal on such transaction. A Non-Member who processes transactions through a Member shall not possess any of the rights or benefits of a Member.

(f) The Corporation may, in its sole discretion, at any time and without prior notice (but being obligated to give notice as soon as possible thereafter) and whether or not the Member is in default of its obligations to the Corporation, apply Required Fund Deposits made by a Member pursuant to its obligations under one of its accounts, as necessary, to ensure that the Member meets

all of its obligations to the Corporation under its other account(s), and otherwise exercise all rights to offset and net any obligations among any or all of the accounts, whether or not a non-Member is deemed to have any interest in the Member's account(s), notwithstanding the terms of this Rule.

(g) This section shall not apply to Repo Brokers who are required to maintain Segregated Repo Accounts pursuant to Section 2 of Rule 19.

Section 12 – Ongoing Monitoring

(a) All Netting Members, Sponsoring Members and Funds-Only Settling Bank Members will be monitored and reviewed by the Corporation on an ongoing and periodic basis, which may include monitoring of news and market developments and review of financial reports and other public information.

(b) (i) A Member that is (A) a Bank Netting Member that files the Consolidated Report of Condition and Income ("Call Report"), (B) a Dealer Netting Member or Inter-Dealer Broker Netting Member that files the Financial and Operational Combined Uniform Single Report ("FOCUS Report") or the equivalent with its regulator or (C) a Foreign Netting Member that is a bank or trust company and that has audited financial data that is publicly available will be assigned a credit rating by the Corporation in accordance with the Credit Risk Rating Matrix. Such Member's credit rating will be reassessed each time the Member provides the Corporation with requested information pursuant to Section 7 of Rule 3, or as may be otherwise required under the Rules (including this Rule 3, Section 12).

(ii) Because the factors used as part of the Credit Risk Rating Matrix may not identify all risks that a Member specified in paragraph (b)(i) of this Section 12 may present to the Corporation, the Corporation may, in its discretion, override such Member's credit rating derived from the Credit Risk Rating Matrix to downgrade the Member. This downgrading may result in the Member being placed on the Watch List, and/or it may subject the Member to enhanced surveillance based on relevant factors, including those set forth in paragraph (d) below. The Corporation may also take such additional actions with regard to the Member as are permitted by the Rules.

(c) Sponsoring Members, Funds-Only Settling Bank Members and Netting Members other than those specified in paragraph (b)(i) of this Section 12 will not be assigned a credit rating by the Credit Risk Rating Matrix but may be placed on the Watch List and/or may be subject to enhanced surveillance based on relevant factors, including those set forth in paragraph (d) below, as the Corporation deems necessary to protect the Corporation and its Members.

(d) The factors to be considered by the Corporation under paragraphs (b)(ii) and (c) of this Section 12 include, but are not limited to, (i) news reports and/or regulatory observations that raise reasonable concerns relating to the member, (ii) reasonable concerns around the member's liquidity arrangements, (iii) material changes to the member's organizational structure, (iv) reasonable concerns of the Corporation about the member's financial stability due to particular facts and circumstances, such as material litigation or other legal and/or regulatory risks, (v) failure of the member to demonstrate satisfactory financial condition or operational capability or if the Corporation has a reasonable concern regarding the member's ability to maintain applicable

membership standards and (vi) failure of the member to provide information required by the Corporation to assess risk exposure posed by the member's activity (including information requested by the Corporation pursuant to Section 7 of this Rule 3).

(e) The Corporation may require a Netting Member that has been placed on the Watch List to make and maintain a deposit to the Clearing Fund over and above the amount determined in accordance with the provisions of Rule 4 (which additional deposit shall constitute a portion of the Netting Member's Required Fund Deposit), or such higher amount as the Board may deem necessary for the protection of the Corporation or other Members, which higher amount may include, but is not limited to, additional payments or deposits in any form to offset potential risk to the Corporation and its Members arising from activity submitted by such Member. The Corporation may also retain any Excess Clearing Fund Deposits of a Netting Member that has been placed on the Watch List as provided in Section 10 of Rule 4. Moreover, as regards a Netting Member that has been placed on the Watch List by the Corporation, the Corporation may suspend, during all or a portion of the time period that such Member is on the Watch List, its right under these Rules to collect a Credit Forward Mark Adjustment Payment. Moreover, if a Netting Member on the Watch List has a Collateral Allocation Entitlement as the result of its GCF Repo Transaction activity, the Corporation may, in its sole discretion, maintain possession of the securities and/or cash that comprise such Collateral Allocation Entitlement.

(f) A member being subject to enhanced surveillance or being placed on the Watch List shall result in a more thorough monitoring of the member's financial condition and/or operational capability, which could include, for example, on-site visits or additional due diligence information requests from the Corporation. In addition, the Corporation may require a member placed on the Watch List and/or subject to enhanced surveillance to make more frequent financial disclosures, including, without limitation, interim and/or pro forma reports. Members that are subject to enhanced surveillance are also reported to the Corporation's management committees and regularly reviewed by a cross-functional team comprised of senior management of the Corporation. The Corporation may also take such additional actions with regard to any member (including a member placed on the Watch List and/or subject to enhanced surveillance) as are permitted by the Rules.

Section 13 - Voluntary Termination

A Member that is a Comparison-Only Member may elect to terminate such membership, and a Netting Member may elect to terminate its membership in either the Corporation or in just the Netting System (and to become a Comparison-Only Member), by providing the Corporation with a written notice of such termination ("Voluntary Termination Notice"). The Member shall specify in the Voluntary Termination Notice a desired date for its withdrawal from membership; provided, however, if the Member is terminating its membership in the Corporation, such date shall not be prior to the scheduled final settlement date of any remaining obligation owed by the Member to the Corporation as of the time such Voluntary Termination Notice is submitted to the Corporation, unless otherwise approved by the Corporation.

Such termination will not be effective until accepted by the Corporation, which shall be no later than 10 Business Days after the receipt of the Voluntary Termination Notice from such Member. The Corporation's acceptance shall be evidenced by a notice to Members announcing

the Member's termination and the effective date of the termination of the Member (hereinafter the "Termination Date"). As of the Termination Date, a Netting Member that terminates its membership in the Netting System, or a Comparison-Only Member or Netting Member that terminates its membership in the Corporation, shall no longer be eligible or required to submit to the Corporation data on trades and shall no longer be eligible to have its trade data submitted by an authorized submitter, notwithstanding any provision of Rule 5, Rules 6A through 6C, or Rule 11 to the contrary, unless the Board determines otherwise in order to ensure an orderly liquidation of the Member's Net Settlement Positions. If any trade is submitted to the Corporation either by such Member or its authorized submitter that is scheduled to settle on or after the Termination Date, such Member's Voluntary Termination Notice will be deemed void, and the Member will remain subject to these Rules as if it had not given such Voluntary Termination Notice.

A Member's voluntary termination of membership shall not affect its obligations to the Corporation, or the rights of the Corporation, with respect to transactions submitted to the Corporation before the Termination Date. The return of the Member's Clearing Fund deposit shall be governed by Section 8 of Rule 4. If a Member is a Tier One Netting Member and an Event Period were to occur after such Member has submitted its Voluntary Termination Notice but prior to the Termination Date, in order for such Member to benefit from its Loss Allocation Cap pursuant to Section 7 of Rule 4, the Member will need to comply with the provisions of Section 7b of Rule 4 and submit a Loss Allocation Withdrawal Notice, which notice, upon submission, shall supersede and void any pending Voluntary Termination Notice previously submitted by the Member.

Section 14 – Excess Capital Premium

If a Netting Member maintains an Excess Capital Ratio greater than 1.0, then the Corporation may require the Netting Member to make and maintain an additional deposit to the Clearing Fund in an amount equal to the product of its Excess Capital Differential multiplied by its Excess Capital Ratio. Any such additional deposit required by the Corporation shall be considered included as part of the Netting Member's Required Fund Deposit.

The Corporation also will reserve the right to: (i) collect an amount less than the Excess Capital Premium (including no premium) based on specific circumstances (such as a Netting Member being subject to an unexpected haircut or capital charge that does not fundamentally change its risk profile), and (ii) return all or a portion of the Excess Capital Premium (or such lesser amount) if it believes that the Netting Member's risk profile does not require the maintenance of that amount.[‡]

[‡] FICC has identified the following guidelines, which are intended to be illustrative, but not limited, where the premium will not be imposed: management will look to see whether the premium results from unusual or non-recurring circumstances where management believes it would not be appropriate to assess the premium. Examples of such circumstances are a member's late submission of trade data for comparison that would otherwise reduce the margined position if timely submitted or an unexpected haircut or capital charge that does not fundamentally change its risk profile.

RULE 3A—SPONSORING MEMBERS AND SPONSORED MEMBERS

Section 1 – General

The Corporation may permit the establishment of a sponsored membership relationship between a Netting Member that is approved as a Sponsoring Member and one or more Persons that are accepted by the Corporation as Sponsored Members of that particular Sponsoring Member.

The rights, liabilities and obligations of Sponsoring Members and Sponsored Members shall be governed by this Rule 3A. References to a "Member" in other Rules shall not apply to Sponsoring Members and to Sponsored Members, in their respective capacities as such, unless specifically noted as such in this Rule 3A or in such other Rules.

A Sponsoring Member shall continue to have all of the rights, liabilities and obligations set forth in these Rules and in any agreement between it and the Corporation pertaining to its status as a Netting Member, and such rights, liabilities and obligations shall be separate from its rights, liabilities and obligations as a Sponsoring Member except as contemplated under Sections 10, 11 and 12 of Rule 3A and under the Sponsoring Member Guaranty.

Section 2 – Qualifications of Sponsoring Members, the Application Process and Continuance Standards

(a) A Netting Member shall be eligible to apply to become a Category 1 Sponsoring Member if: (i) it is a Bank Netting Member, (ii) it has a level of equity capital as of the end of the month prior to the effective date of its membership of at least $5 billion, (iii) it is "well-capitalized" as defined by the Federal Deposit Insurance Corporation's applicable regulations, and (iv) if it has a bank holding company that is registered under the Bank Holding Company Act of 1956, as amended, such bank holding company is also "well-capitalized" as defined by the applicable regulations of the Board of Governors of the Federal Reserve System. A Netting Member that is a Tier One Netting Member, other than an Inter-Dealer Broker Netting Member, or a Non-IDB Repo Broker with respect to activity in its Segregated Repo Account, shall be eligible to apply to become a Category 2 Sponsoring Member. The Corporation may require that a Person be a Netting Member for a time period deemed necessary by the Corporation before that Person may be considered to become a Sponsoring Member.

(b) (i) Each Netting Member applicant to become a Sponsoring Member shall complete and deliver to the Corporation an application in such form as may be prescribed by the Corporation from time to time and any other information requested by the Corporation. An application to become a Sponsoring Member shall first be reviewed by the Corporation. The Corporation shall recommend approval or disapproval of the application to the Board.

(ii) The Corporation may impose financial requirements on a Netting Member applying to become a Category 2 Sponsoring Member that are greater than financial requirements applicable to the applicant in its capacity as a Netting Member under Section 4(b) of Rule 2A, based upon the level of the anticipated positions and obligations of such applicant, the anticipated risk associated with the volume and types of transactions such

applicant proposes to process through the Corporation as a Category 2 Sponsoring Member, and the overall financial condition of such applicant. The Board shall approve any increased financial requirements imposed by the Corporation in connection with the approval of an application of a Netting Member to become a Category 2 Sponsoring Member, and the Corporation shall thereafter regularly review such Category 2 Sponsoring Member regarding its compliance with such increased financial requirements.

(iii) If the Board denies the application of a Netting Member to become a Sponsoring Member, such denial shall be handled in the same way as set forth in Section 6 of Rule 2A with respect to membership applications.

(iv) Each Sponsoring Member, or any Netting Member applicant to become such, shall also furnish to the Corporation such adequate assurances of its financial responsibility and operational capability within the meaning of Section 7 of Rule 3 as the Corporation may at any time or from time to time deem necessary or advisable in order to protect the Corporation and its members, to safeguard securities and funds in the custody or control of the Corporation and for which the Corporation is responsible, or to promote the prompt and accurate clearance and settlement of securities transactions. The Board shall approve any adequate assurances imposed by the Corporation in connection with the approval of an application of a Netting Member to become a Sponsoring Member, and the Corporation shall thereafter regularly review such Sponsoring Member regarding its compliance with such adequate assurances, as appropriate. Any adequate assurances imposed on a Sponsoring Member by the Corporation after its approval shall be communicated in writing to the Sponsoring Member, and the Corporation shall thereafter regularly review such Sponsoring Member regarding its compliance with such adequate assurances, as appropriate.

(c) Each Netting Member whose application is approved to become a Sponsoring Member shall sign and deliver to the Corporation a Sponsoring Member Agreement whereby the Netting Member shall agree to any terms and conditions deemed by the Corporation to be necessary in order to protect itself and its Members. Each Netting Member to become a Sponsoring Member shall also sign and deliver to the Corporation a Sponsoring Member Guaranty and a related legal opinion in a form satisfactory to the Corporation.

Nothing in these Rules shall prohibit a Sponsoring Member from seeking reimbursement from a Sponsored Member for payments made by the Sponsoring Member (whether pursuant to the Sponsoring Member Guaranty, out of Clearing Fund deposits or otherwise) with respect to obligations as to which the Sponsored Member is a principal obligor under these Rules, or as otherwise may be agreed by the Sponsored Member and Sponsoring Member.

(d) A Sponsoring Member shall represent to the Corporation in a writing signed by a duly authorized officer of the Sponsoring Member that each of its Sponsored Members (i) is a "qualified institutional buyer~~s~~" as defined in Rule 144A under the Securities Act of 1933, as amended, or (ii) is a legal entity that, although not organized as an entity specifically listed in paragraph (a)(1)(i) of Rule 144A under the Securities Act of 1933, as amended, satisfies the financial requirements necessary to be a "qualified institutional buyer" as specified in that paragraph. Such representation shall be provided to the Corporation within 10 business days after

each quarter-end, with respect to the quarter then ended. If the Sponsoring Member fails to provide the requisite representation within the requisite 10-business day period, the Sponsoring Member shall be subject to a fine by the Corporation which shall be determined in accordance with the Fine Schedule for Failure to Timely Provide Financial and Related Information. The Corporation shall have the right to cease to act for the Sponsoring Member in its capacity as a Sponsoring Member pursuant to Section 14 of this Rule 3A if the Sponsoring Member does not provide the requisite representation regarding one or more of its Sponsored Members. The Corporation shall also have the right to cease to act, pursuant to Section 13 of this Rule 3A, for any Sponsored Members for which it does not have a requisite representation, unless the Sponsoring Member and/or the affected Sponsored Member(s) request that such action not be taken and the Corporation determines that, depending upon the specific circumstances and the records of the Sponsoring Member and the Sponsored Member(s), it is appropriate instead to establish a time period, which shall be determined by the Corporation, during which the Sponsoring Member and/or the affected Sponsored Member(s) must resume compliance with the representation requirement. In the event that the Sponsoring Member or the Sponsored Member(s) are unable to satisfy such requirement within the time period specified by the Corporation, the Corporation shall, pursuant to these Rules, cease to act for the Sponsoring Member in its capacity as a Sponsoring Member pursuant to Section 14 of this Rule 3A and/or cease to act for the Sponsored Member(s) pursuant to Section 13 of this Rule 3A.

(e) Each Sponsoring Member shall submit to the Corporation, within the timeframes and in the formats required by the Corporation, the reports and information that all Netting Members are required to submit regardless of type of Netting Member and the reports and information required to be submitted for its respective type of Netting Member, all pursuant to Section 2 of Rule 3. Each Sponsoring Member shall submit the Legal Entity Identifier for each of its Sponsored Member applicants as part of the application of such Sponsored Member applicant. Each Sponsoring Member shall provide the Corporation with a Legal Entity Identifier for each of its Sponsored Members such that the Corporation shall have a current Legal Entity Identifier for each Sponsored Member at all times. The Sponsoring Member shall indemnify the Corporation, and its employees, officers, directors, shareholders, agents, and Members (collectively, the "LEI Indemnified Parties"), for any and all losses, liabilities, expenses and Legal Actions suffered or incurred by the LEI Indemnified Parties arising from a Sponsoring Member's failure to have the current Legal Entity Identifiers of its Sponsored Members on file with the Corporation. "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self-regulatory organization.

(f) A Sponsoring Member's books and records, insofar as they relate to the Sponsored Member Trades submitted to the Corporation, shall be open to the inspection of the duly authorized representatives of the Corporation to the same extent provided in Section 10 of Rule 3 for other Members.

(g) A Sponsoring Member shall promptly inform the Corporation, both orally and in writing, if it is no longer in compliance with the relevant standards and qualifications for applying to become a Sponsoring Member set forth in this Rule 3A. Notification must take place immediately and in no event later than 2 business days from the date on which the Sponsoring Member first learns of its non-compliance. The Corporation shall assess a $1,000 fine against any

Sponsoring Member who fails to so notify the Corporation. If the Sponsoring Member fails to maintain a standard, the Corporation will, if necessary, undertake appropriate action to determine the status of the Sponsoring Member and its continued eligibility as such. In addition, the Corporation may review the financial responsibility and operational capability of the Sponsoring Member, and otherwise require from the Sponsoring Member additional reports of its financial or operational condition at such intervals and in such detail as the Corporation shall determine. In addition, if the Corporation has reason to believe that a Sponsoring Member may fail to comply with any of the Rules applicable to Sponsoring Members, it may require the Sponsoring Member to provide it, within such timeframe, and in such detail, and pursuant to such manner as the Corporation shall determine, with assurances in writing of a credible nature that the Sponsoring Member shall not, in fact, violate any of these Rules.

In the event that a Sponsoring Member fails to maintain the relevant requirements of the Rules, the Sponsoring Member Agreement, or the Sponsoring Member Guaranty, the Corporation shall have the right to cease to act for the Sponsoring Member in its capacity as a Sponsoring Member pursuant to Section 14 of this Rule 3A, unless the Sponsoring Member requests that such action not be taken and the Corporation determines that, depending upon the specific circumstances and the record of the Sponsoring Member, it is appropriate instead to establish for such Sponsoring Member a time period, which shall be determined by the Corporation and which shall be no longer than 30 calendar days unless otherwise determined by the Corporation, during which the Sponsoring Member must resume compliance with such requirements. In the event that the Sponsoring Member is unable to satisfy such requirements within the time period specified by the Corporation, the Corporation shall, pursuant to these Rules, cease to act for the Sponsoring Member in its capacity as a Sponsoring Member pursuant to Section 14 of this Rule 3A.

(h) If a Category 1 Sponsoring Member falls below one or more of the required minimum financial standards for being a Sponsoring Member set forth in subsection (a) above, it shall, for the period beginning on the day on which it fell below such level and continuing until the later of the 90th calendar day after the date on which (i) it returned to compliance with such standard, or (ii) the Corporation received notice of the applicable violation, have a Sponsoring Member Omnibus Account Required Fund Deposit equal to the greater of either: (x) the sum of the normal calculation of its Sponsoring Member Omnibus Account Required Fund Deposit plus $1,000,000, or (y) 125 percent of the normal calculation of its Sponsoring Member Omnibus Account Required Fund Deposit. If, in the case of a Category 2 Sponsoring Member, the sum of the VaR Charges of its Sponsoring Member Omnibus Account(s) and its Netting System accounts exceeds its Netting Member Capital, the Category 2 Sponsoring Member shall not be permitted to submit activity into its Sponsoring Member Omnibus Account(s), unless otherwise determined by the Corporation in order to promote orderly settlement.

(i) A Sponsoring Member may voluntarily elect to terminate its status as a Sponsoring Member, with respect to all Sponsored Members or with respect to one or more Sponsored Members from time to time, by providing the Corporation with a written notice of such termination ("Sponsoring Member Voluntary Termination Notice"). The Sponsoring Member shall specify in the Sponsoring Member Voluntary Termination Notice a desired date for the termination of the Sponsoring Member's status as such with respect to the Sponsored Member(s) as to which the Sponsoring Member has terminated such status (the "Former Sponsored Members"), which date shall not be prior to the scheduled final settlement date of any remaining

obligation owed by the Sponsoring Member with respect to the Former Sponsored Members to the Corporation as of the time such Sponsoring Member Voluntary Termination Notice is submitted to the Corporation, unless otherwise approved by the Corporation.

Such termination will not be effective until accepted by the Corporation, which shall be no later than 10 Business Days after the receipt of the Sponsoring Member Voluntary Termination Notice from such Sponsoring Member. The Corporation's acceptance shall be evidenced by a notice to all Members announcing the termination of the Sponsoring Member's status as such with respect to the Former Sponsored Members and the effective date of such termination (hereinafter the "Sponsoring Member Termination Date"). As of the Sponsoring Member Termination Date, the Sponsoring Member shall no longer be eligible to submit trades on behalf of its Former Sponsored Members and each of its Former Sponsored Members shall cease to be a Sponsored Member unless it is the Sponsored Member of another Sponsoring Member. If any trade is submitted to the Corporation by the Sponsoring Member on behalf of its Former Sponsored Members that is scheduled to settle on or after the Sponsoring Member Termination Date, such Sponsoring Member's Sponsoring Member Voluntary Termination Notice will be deemed void, and the Sponsoring Member will remain subject to this Rule as if it had not given such Sponsoring Member Voluntary Termination Notice.

A Sponsoring Member's voluntary termination of its status as such, in whole or in part, shall not affect its obligations to the Corporation, or the rights of the Corporation, including under the Sponsoring Member Guaranty, with respect to Sponsored Member Trades submitted to the Corporation before the applicable Sponsoring Member Termination Date. Any Sponsored Member Trades which have received the Corporation's guaranty of settlement and been novated to the Corporation shall continue to be processed and guaranteed by the Corporation.

(j) Except as otherwise provided in Rule 29, any information furnished to the Corporation pursuant to this Rule shall be held in at least the same degree of confidence as may be required by law or the rules and regulations of the appropriate regulatory body having jurisdiction over the Sponsoring Member.

Section 3 - Qualifications of Sponsored Members, Approval Process and Continuance Standard

(a) A Person shall be eligible to become a Sponsored Member if: (i) it is sponsored into membership by a Sponsoring Member, and (ii) it (A) is a "qualified institutional buyer" as defined by Rule 144A under the Securities Act of 1933, as amended, or (B) is a legal entity that, although not organized as an entity specifically listed in paragraph (a)(1)(i) of Rule 144A under the Securities Act of 1933, as amended, satisfies the financial requirements necessary to be a "qualified institutional buyer" as specified in that paragraph. The Corporation shall have the right to rely on the representation provided by the Sponsoring Member regarding satisfaction of (ii).

(b) Each time that a Sponsoring Member wishes to sponsor a Person into membership, it shall provide the Corporation with the Legal Entity Identifier of the Person and the representation referred to in subsection (a)(ii) immediately above, as well as any additional information in such form as may be prescribed by the Corporation. The Corporation shall approve or disapprove Persons as Sponsored Members. If the Corporation denies the request of a Sponsoring Member to add a Person as a Sponsored Member, such denial shall be handled in the same manner as set forth

in Section 6 of Rule 2A with respect to membership applications except that the written statement referred to therein shall be provided to both the Sponsoring Member and the Person seeking to become a Sponsored Member.

(c) Each Person to become a Sponsored Member shall sign and deliver to the Corporation a Sponsored Member Agreement whereby the Person shall agree to any terms and conditions deemed by the Corporation to be necessary in order to protect itself and its Members. Each Person to become a Sponsored Member that shall be an FFI Member must be FATCA Compliant.

(d) A Sponsored Member shall immediately inform its Sponsoring Member, both orally and in writing, if the Sponsored Member is no longer in compliance with the requirements of subsection (a) of this Section 3. A Sponsoring Member shall promptly inform the Corporation, both orally and in writing, if a Sponsored Member is no longer in compliance with the requirements of subsection (a) of this Section 3. Notification to the Corporation by the Sponsoring Member must take place within 1 business day from the date on which the Sponsoring Member first learns of the Sponsored Member's non-compliance. The Corporation shall assess a $1,000 fine against any Sponsoring Member who fails to so notify the Corporation.

The Corporation shall, pursuant to Section 13 of this Rule 3A, cease to act for a Sponsored Member that is no longer in compliance with the requirements of subsection (a) of this Section 3.

(e) A Sponsored Member may voluntarily elect to terminate its membership by providing the Corporation with a written notice of such termination ("Sponsored Member Voluntary Termination Notice"). The Sponsored Member shall specify in the Sponsored Member Voluntary Termination Notice a desired date for the termination, which date shall not be prior to the scheduled final settlement date of any remaining obligation owed by the Sponsored Member to the Corporation as of the time such Sponsored Member Voluntary Termination Notice is submitted to the Corporation, unless otherwise approved by the Corporation.

Such termination will not be effective until accepted by the Corporation, which shall be no later than 10 Business Days after the receipt of the Sponsored Member Voluntary Termination Notice from such Sponsored Member. The Corporation's acceptance shall be evidenced by a notice to all Members announcing the termination of the Sponsored Member and the effective date of such termination (hereinafter the "Sponsored Member Termination Date"). As of the Sponsored Member Termination Date, the relevant Sponsoring Member shall no longer be eligible to submit trades on behalf of the Sponsored Member. If any trade is submitted to the Corporation by the relevant Sponsoring Member on behalf of the Sponsored Member that is scheduled to settle on or after the Sponsored Member Termination Date, such Sponsored Member's Sponsored Member Voluntary Termination Notice will be deemed void, and the Sponsored Member will remain subject to this Rule as if it had not given such Sponsored Member Voluntary Termination Notice.

A Sponsored Member's voluntary termination shall not affect its obligations to the Corporation, or the rights of the Corporation, including under the Sponsoring Member Guaranty, with respect to Sponsored Member Trades submitted to the Corporation before the Sponsored Member Termination Date, and the Sponsoring Member Guaranty shall remain in effect to cover

all outstanding obligations of the Sponsored Member to the Corporation that are within the scope of such Sponsoring Member Guaranty.

Section 4—Compliance with Laws

Each of the Sponsoring Members and Sponsored Members shall comply in all material respects with all applicable laws, including applicable laws relating to securities, taxation and money laundering, as well as global sanctions laws, in connection with the use of the Corporation's services.

Section 5—Sponsored Member Trades

Sponsored Member Trades may be any type of transaction eligible for submission to the Corporation for netting with the exception of Netting-Eligible Auction Purchases, Brokered Transactions, and GCF Repo Transactions.

Rule 14 (Forward Trades) shall apply to Sponsored Member Trades that are Forward Trades in the same manner in which it applies to Netting Members with the exception that the Report on Forward Net Settlement Positions shall be issued to the Sponsoring Member as processing agent for its Sponsored Members. The Corporation's provision of such Report to the Sponsoring Member shall constitute satisfaction of the Corporation's obligations to provide such Report to the affected Sponsored Members.

Rule 18 (Special Provisions for Repo Transactions) shall apply to Sponsored Member Trades that are Repo Transactions in the same manner in which it applies to Netting Members.

Section 6—Trade Submission and the Comparison System

(a) The Corporation's Schedule of Timeframes shall be applicable to Sponsored Member Trades.

(b) The Corporation has established standards for designating those Members who shall be required to participate in annual business continuity and disaster recovery testing that the Corporation reasonably determines are, taken as a whole, the minimum necessary for the maintenance of fair and orderly markets in the event that business continuity and disaster recovery plans are required to be activated. The standards shall take into account factors such as: (1) activity-based thresholds; (2) significant operational issues of the Member during the twelve months prior to the designation; and (3) past performance of the Member with respect to operational testing. The specific standards adopted by the Corporation and any updates or modifications thereto shall be published to Members and applied on a prospective basis.

Upon notification that the Member has been designated to participate in the annual business continuity and disaster recovery testing, as described above, Members shall be required to fulfill, within the timeframes established by the Corporation, certain testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation.

The comparison of Sponsored Member Trades shall be governed by Rule 5 and either: (i) Rule 6A or (ii) Sections 1, 2, 4, 6 through 10 and 13 of Rule 6C depending upon the type of comparison for which the Sponsored Member Trades are submitted. The Sponsoring Member shall act as processing agent for performing all functions and receiving Reports and information set forth in these trade submission and comparison Rules on behalf of its Sponsored Members. The Corporation's provision of such Reports and information to the Sponsoring Member shall constitute satisfaction of the Corporation's obligations to provide such Reports and information to the affected Sponsored Members.

(c) The enhanced comparison processes regarding the presumed match of data set forth in Rule 10 shall apply to Sponsored Member Trades. A special enhanced comparison process shall be applicable to Sponsored Member Trades that are submitted for Bilateral Comparison as follows: If all other required fields are valid and match but the executing firm field on the side representing the netting account of the Sponsoring Member has been omitted and the executing firm field on the side representing the Sponsoring Member Omnibus Account is valid, then the Corporation shall compare the Sponsored Member Trade based on the valid executing firm field.

Section 7 – The Netting System, Novation and Guaranty of Settlement

(a) The Sponsored Member Trades of each Sponsored Member shall be novated and netted in the same manner as set forth in Section 8 of Rule 5 and Sections 1, 4 and 6 of Rule 11 for Netting Member trades as long as such Sponsored Member Trades meet the requirements of Section 2 of Rule 11. Net Settlement Positions per CUSIP shall be calculated for each Sponsored Member in the same manner set forth in Rule 11 for Netting Members. The Sponsoring Member shall act as processing agent for performing all functions and receiving Reports and information set forth in Rule 11 on behalf of its Sponsored Members. The Corporation's provision of such Reports and information to the Sponsoring Member shall constitute satisfaction of the Corporation's obligations to provide such Reports and information to the affected Sponsored Members.

(b) Net Settlement Positions of Sponsored Members that are comprised in whole or in part of Sponsored Member Trades that are Locked-In Trades shall be treated by the Corporation in the same manner as all other Net Settlement Positions.

(c) Fail Net Settlement Positions per CUSIP shall be calculated at the level of the Sponsoring Member Omnibus Account in the same way as they are calculated for Netting Members pursuant to Rule 11. At the request of the Corporation, the Sponsoring Member shall inform the Corporation as to the manner in which the Sponsoring Member allocates a Fail Net Settlement Position among its Sponsored Members. Fail charges shall be applied at the level of the Sponsoring Member Omnibus Account in the same way as they are applied to Netting Members pursuant to Rule 11.

(d) The Corporation's guaranty of settlement shall apply to Sponsored Member Trades and such trades shall be novated in the same manner in which trades of Netting Members are novated and settlement is guaranteed pursuant to Section 8 of Rule 5.

Section 8—Securities Settlement

(a) A Sponsored Member shall appoint its Sponsoring Member to act as processing agent with respect to the Sponsored Member's satisfaction of its securities settlement obligations and for performing all functions and receiving Reports and information set forth in the Sections of the Rules cited in Section 8(c) below. The Corporation's provision of such Reports and information to the Sponsoring Member shall constitute satisfaction of the Corporation's obligations to provide such Reports and information to the affected Sponsored Members. Notwithstanding the foregoing and any other activities the Sponsoring Member may perform in its capacity as agent for Sponsored Members, each Sponsored Member shall be principally obligated to the Corporation with respect to all securities settlement obligations under the Rules, and the Sponsoring Member shall not be a principal under the Rules with respect to settlement obligations of its Sponsored Members.

(b) Netting at the Sponsored Member level shall occur as stated in Section 7 of this Rule 3A. The Corporation shall then, for operational purposes, calculate a single Net Settlement Position and Fail Net Settlement Position in each CUSIP for the Sponsoring Member Omnibus Account and associated Deliver Obligations and Receive Obligations.

(c) Each Sponsored Member shall be responsible for satisfying its allocable portion (calculated for such Sponsored Member as stated in Section 7 of this Rule 3A) of the Deliver Obligations and Receive Obligations established for the Sponsoring Member Omnibus Account, using its Sponsoring Member as a processing agent, in the same manner set forth in Sections 9 through 12 of Rule 11 and Sections 1 through 5, 7, 9 and 10 of Rule 12 for Netting Members. With respect to Section 5 of Rule 12, the Sponsoring Member shall inform the Corporation as to the manner in which a partial delivery, if any, was allocated among the Sponsored Members. Notwithstanding anything to the contrary in these Rules or any Sponsoring Member Guaranty, a Sponsoring Member's satisfaction of the net Deliver Obligations and Receive Obligations to the Corporation with respect to the Sponsoring Member Omnibus Account of such Sponsoring Member prior to such Sponsoring Member's receipt of any Sponsored Member's payment or delivery of its allocable portion of such Deliver Obligations or Receive Obligations shall constitute performance by the Sponsoring Member under its Sponsoring Member Guaranty with respect to such Sponsored Member's allocable portion of the Sponsoring Member Omnibus Account Deliver Obligations and Receive Obligations, regardless of the manner or capacity in which the Sponsoring Member satisfies such net Deliver Obligations and Receive Obligations.

(d) On each Business Day, each Deliver Obligation and Receive Obligation of the Sponsoring Member Omnibus Account shall be settled at Settlement Value reported on such Business Day for such Obligations. The Corporation's satisfaction of its securities settlement obligations with the Sponsoring Member Omnibus Account shall constitute satisfaction of the Corporation's obligation to settle with an individual Sponsored Member whose securities settlement obligations constitute an allocable portion of the Deliver Obligation or Receive Obligation of the Sponsoring Member Omnibus Account.

(e) Any financing costs incurred as described in Section 6 of Rule 12 due to Sponsored Member activity shall be the responsibility of the applicable Sponsoring Member. Section 8 of

Rule 12 shall apply to Sponsoring Members and Sponsored Members in the same manner in which it applies to Netting Members.

(f) The Corporation's buy-in provisions set forth in Section 13 of Rule 11 shall apply, the same manner in which they apply to Netting Member positions, to the Receive Obligations and Deliver Obligations established at the level of the Sponsoring Member Omnibus Account pursuant to subsection (b) of this Section 8.

(g) As security for any and all obligations and liabilities of a Sponsored Member to the Corporation under the Rules, including, without limitation, all of the securities and funds-only settlement obligations of such Sponsored Member under the Rules, each such Sponsored Member grants to the Corporation a first priority perfected security interest in all assets and property placed by a Sponsored Member in the possession of the Corporation (or its agents acting on its behalf), including all securities and cash on deposit with the Corporation or its agents.

Section 9 – Funds-Only Settlement

(a) A Sponsored Member shall have the same Funds-Only Settlement Amount obligations as a Netting Member pursuant to Rule 13. However, if the parties to a Sponsored Member Trade agree for such Sponsored Member Trade to have an Initial Haircut, any Funds-Only Settlement Amount that is applicable to such Sponsored Member Trade and that includes a Collateral Mark shall, in lieu of such Collateral Mark, include any Haircut Deficit or Haircut Surplus. Any Haircut Deficit shall be a negative amount for the Member with a Net Long Position, and a positive amount for the Member with a Net Short Position. Any Haircut Surplus shall be a negative amount for the Member with a Net Short Position, and a positive amount for the Member with a Net Long Position. The Corporation shall not be under any obligation to verify the parties' agreement in respect of an Initial Haircut, and its calculation of any Initial Haircut shall be conclusive and binding on the parties. A Sponsored Member shall appoint its Sponsoring Member to act as processing agent for performing all functions and receiving Reports and information set forth in Rule 13. The Corporation's provision of such Reports and information to the Sponsoring Member shall constitute satisfaction of the Corporation's obligations to provide such Reports and information to the affected Sponsored Members. Notwithstanding the foregoing and any other activities the Sponsoring Member may perform in its capacity as agent for Sponsored Members, each Sponsored Member shall be principally obligated to the Corporation with respect to all funds-only settlement obligations under the Rules, and the Sponsoring Member shall not be a principal under the Rules with respect to settlement obligations of its Sponsored Members.

(b) The Corporation shall, for operational purposes, calculate a single Funds-Only Settlement Amount obligation for the Sponsoring Member Omnibus Account. Notwithstanding anything to the contrary in these Rules or any Sponsoring Member Guaranty, a Sponsoring Member's satisfaction of the net Funds-Only Settlement Amount obligation to the Corporation with respect to the Sponsoring Member Omnibus Account of such Sponsoring Member prior to such Sponsoring Member's receipt of any Sponsored Member's payment of its allocable portion of such Funds-Only Settlement Amount obligation shall constitute performance by the Sponsoring Member under its Sponsoring Member Guaranty with respect to such Sponsored Member's allocable portion of the Sponsoring Member Omnibus Account Funds-Only Settlement Amount

obligation, regardless of the manner or capacity in which the Sponsoring Member satisfies such net Funds-Only Settlement Amount obligation.

(c) Each Sponsored Member shall be responsible for satisfying its allocable portion of the Funds-Only Settlement Amount calculated for the Sponsoring Member Omnibus Account, using its Sponsoring Member as a processing agent, in the same manner set forth in Rule 13 for Netting Members. The Corporation's satisfaction of its funds-only settlement obligations with the Sponsoring Member Omnibus Account shall constitute satisfaction of the Corporation's obligation to settle with an individual Sponsored Member whose Funds-Only Settlement obligations constitute an allocable portion of the Funds-Only Settlement Amount of the Sponsoring Member Omnibus Account.

(d) A Sponsoring Member shall be subject to a fine pursuant to the Fine Schedule for Late Payment of Funds Settlement Debit in these Rules for any late payment of a Funds-Only Settlement Amount that is a debit obligation of any of its Sponsored Members.

(e) Section 7 of Rule 13 shall apply to the Sponsored Member activity in the same manner in which it applies to Netting Member activity, except that the Sponsoring Member shall have all obligations arising thereunder even if caused by its Sponsored Members.

Section 10—Clearing Fund Obligations

(a) Each Sponsoring Member shall make and maintain so long as such Member is a Sponsoring Member a deposit to the Clearing Fund as a Required Fund Deposit to support the activity in the Sponsoring Member Omnibus Account (the "Sponsoring Member Omnibus Account Required Fund Deposit"). Deposits to the Clearing Fund shall be held by the Corporation or its designated agents, to be applied as provided in the Rules.

(b) In the ordinary course, for purposes of satisfying the Sponsoring Member's Clearing Fund requirements under the Rules for both its Netting Member activity and its Sponsoring Member activity, the Sponsoring Member's Netting System accounts and its Sponsoring Member Omnibus Account shall be treated separately, as if they were accounts of separate entities. Notwithstanding the previous sentence, however, the Corporation may, in its sole discretion, at any time and without prior notice to the Sponsoring Member (but being obligated to give notice to the Sponsoring Member as soon as possible thereafter) and whether or not the Sponsoring Member or any of its Sponsored Members is in default of its obligations to the Corporation, treat the Sponsoring Member's accounts as a single account for the purpose of applying Clearing Fund deposits; apply Clearing Fund deposits made by the Sponsoring Member with respect to any account as necessary to ensure that the Sponsoring Member meets all of its obligations to the Corporation under any other account(s); and otherwise exercise all rights to offset and net against the Clearing Fund deposits any net obligations among any or all of the accounts, whether or not any other Person is deemed to have any interest in such account.

(c) The amount of the Sponsoring Member Omnibus Account Required Fund Deposit to be made and maintained by each Sponsoring Member on each Business Day shall be determined as follows: A Required Fund Deposit calculation shall be performed for each Sponsored Member whose activity is represented in the Sponsoring Member Omnibus Account pursuant to Rule 4,

subject to the provisions of this Section 10 of this Rule 3A. The Sponsoring Member Omnibus Account Required Fund Deposit shall be equal to the sum of the following:-(1) the sum of the VaR Charges for all of the Sponsored Members whose activity is represented in the Sponsoring Member Omnibus Account as derived pursuant to Section 1b(a)(i) of Rule 4, and (2) all amounts derived pursuant to the provisions of Rule 4 other than pursuant to Section 1b(a)(i) of Rule 4 computed at the level of the Sponsoring Member Omnibus Account. For purposes of calculating the Unadjusted GSD Margin Portfolio Amount applicable to a Sponsoring Member Omnibus Account, the Corporation shall apply the higher of the Required Fund Deposit calculation as of the beginning of the current Business Day and intraday on the current Business Day.

(d) The lesser of $5,000,000 or 10 percent of the total amount arrived at in subsection (c) of this Section 10, with a minimum of $100,000 must be made and maintained in cash, with the remaining portion to be made and maintained in the form specified in, and subject to the requirements of, Section 3 of Rule 4, and subject to subsection (e) of Section 2 of Rule 4.

(e) The Corporation shall have the right to increase the Sponsoring Member Omnibus Account Required Fund Deposit in the same way and for the same reasons as set forth in subsection (d) of Section 2 of Rule 4.

(f) Sections 2a, 3, 3a, 3b, 4, 5, 8, 9, 10 and 11 of Rule 4 shall apply to the Sponsoring Member Omnibus Account Required Fund Deposit with respect to obligations of a Sponsoring Member under the Rules, including its obligations arising under the Sponsoring Member Omnibus Account, and the obligations of a Sponsoring Member under its Sponsoring Member Guaranty to the same extent as such Sections apply to any Required Fund Deposit and any other obligations of a Member. For purposes of Section 4 of Rule 4, obligations and liabilities of a Netting Member to the Corporation that shall be secured shall include, without limitation, a Netting Member's obligations as a Sponsoring Member under the Rules, including, without limitation, any obligation of any such Sponsoring Member to provide the Sponsoring Member Omnibus Account Required Fund Deposit, such Sponsoring Member's obligations arising under the Sponsoring Member Omnibus Account of such Sponsoring Member and such Sponsoring Member's obligations under its Sponsoring Member Guaranty.

(g) A Sponsoring Member shall be subject to a fine pursuant to the applicable Fine Schedule in these Rules for any late satisfaction of a Clearing Fund deficiency call.

(h) Sponsoring Members, with respect to their Sponsoring Member Omnibus Accounts, shall not be eligible to participate in any Cross-Margining Arrangements.

Section 11 – Right of Offset

In the ordinary course, with respect to satisfaction of any Sponsored Member's obligations under the Rules, the Sponsoring Member's Netting System accounts and its Sponsoring Member Omnibus Account shall be treated separately, as if they were accounts of separate entities. Notwithstanding the previous sentence, however, the Corporation may, in its sole discretion, at any time any obligation of the Sponsoring Member arises under the Sponsoring Member Guaranty to pay or perform thereunder with respect to any Sponsored Member, exercise a right of offset and net any such obligation of the Sponsoring Member under its Sponsoring Member Guaranty against

any obligations of the Corporation to the Sponsoring Member in respect of such Sponsoring Member's Netting System accounts.

Section 12—Loss Allocation Obligations

(a) Sponsored Members shall not be obligated for allocations, pursuant to Rule 4, of loss or liability incurred by the Corporation. To the extent that a loss or liability is determined by the Corporation to arise in connection with Sponsored Member Trades (i.e., in connection with the insolvency or default of a Sponsoring Member), the Sponsored Members shall not be responsible for or considered in the loss allocation calculation, but rather such loss shall be allocated to Tier One Netting Members in accordance with the principles set forth in Section 7 of Rule 4.

(b) To the extent the Corporation incurs a loss or liability from a Defaulting Member Event or a Declared Non-Default Loss Event and a loss allocation obligation arises that would be the responsibility of the Sponsoring Member Omnibus Account if the Sponsoring Member Omnibus Account were a Netting Member, the Corporation shall calculate such loss allocation obligation as if the affected Sponsored Members were subject to such allocations pursuant to Section 7 of Rule 4, but the Sponsoring Member shall be responsible for satisfying such obligations.

(c) The entire amount of the Required Fund Deposit associated with the Sponsoring Member's Netting System accounts and the entire amount of the Sponsoring Member's Omnibus Account Required Fund Deposit may be used to satisfy any amount allocated against a Sponsoring Member in its capacity as either a Netting Member or a Sponsoring Member. With respect to an obligation to make payment due to any loss allocation amounts assessed to a Sponsoring Member pursuant to subsection (b) above, the Sponsoring Member may instead elect to terminate its membership in the Corporation pursuant to Section 7b of Rule 4 and thereby benefit from its Loss Allocation Cap pursuant to Section 7 of Rule 4; however, for the purpose of determining the Loss Allocation Cap for such Sponsoring Member, its Required Fund Deposit shall be the sum of its Required Fund Deposit and its Sponsoring Member's Omnibus Account Required Fund Deposit.

Section 13—Restrictions on Access to Services by a Sponsored Member

(a) Based upon the judgment of the Corporation that adequate cause exists to do so, the Corporation may at any time upon providing notice to the Sponsored Member and its Sponsoring Member, suspend a Sponsored Member from any service provided by the Corporation either with respect to a particular transaction or transactions or with respect to transactions generally, or prohibit or limit such Sponsored Member with respect to access to services offered by the Corporation in the event that one or more of the factors set forth in Section 1(a) through (g) of Rule 21, with the Corporation making the determinations set forth therein, is present with respect to the Sponsored Member, and the Corporation, in its sole discretion, has reasonable grounds to believe that such action is appropriate either for the protection of the Corporation or other Members or to facilitate the orderly and continuous performance of the Corporation's services.

(b) Sections 1 through 6 of Rule 21 shall apply with respect to a Sponsored Member in the same way as they apply to Netting Members, including the Corporation's right to summarily

suspend a Sponsored Member and to cease to act for such Sponsored Member pursuant to Section 22A, except that the Corporation shall make the determination referred to in Section 3 of Rule 21.

(c) If the Corporation determines to cease to act for the Sponsored Member, the provisions of Rule 22A shall apply in the same way as they would apply to a Netting Member.

Section 14—Restrictions on Access to Services by a Sponsoring Member

(a) Based upon the judgment of the Corporation that adequate cause exists to do so, the Corporation may at any time upon providing notice to the Sponsoring Member, suspend a Sponsoring Member in its capacity as a Sponsoring Member from any service provided by the Corporation either with respect to a particular transaction or transactions or with respect to transactions generally or prohibit or limit such Sponsoring Member with respect to access to services offered by the Corporation in the event that if one or more of the factors set forth in Section 1(a) through (g) of Rule 21, with the Corporation making the determinations set forth therein, is present with respect to the Sponsoring Member, and the Corporation, in its sole discretion, has reasonable grounds to believe that such action is appropriate either for the protection of the Corporation or other Members or to facilitate the orderly and continuous performance of the Corporation's services.

(b) Sections 1 through 6 of Rule 21 shall apply with respect to a Sponsoring Member in the same way as they apply to Netting Members, including the Corporation's right to summarily suspend the Sponsoring Member and to cease to act for such Sponsoring Member, except that the Corporation shall make the determination referred to in Section 3 of Rule 21.

(c) If the Corporation ceases to act for a Sponsoring Member in its capacity as a Sponsoring Member, Rule 22A shall apply and the Corporation shall decline to accept or process data from the Sponsoring Member on Sponsored Member Trades and the Corporation shall cease to act for all of the Sponsored Members of the affected Sponsoring Member. If the Corporation suspends the Sponsoring Member or ceases to act for the Sponsoring Member, the Corporation shall decline to accept or process data from the Sponsoring Member on Sponsored Member Trades and shall suspend the Sponsored Members of the affected Sponsoring Member for so long as and to the extent that the Corporation is ceasing to act for the Sponsoring Member. Any Sponsored Member Trades which have received the Corporation's guaranty of settlement and been novated to the Corporation shall continue to be processed and guaranteed by the Corporation. The Corporation, in its sole discretion, shall determine whether to close-out the affected Sponsored Member Trades and/or permit the Sponsored Members to complete their settlement.

Section 15—Insolvency of a Sponsored Member

(a) A Sponsored Member and its Sponsoring Member (to the extent it has knowledge thereof) shall be obligated to inform the Corporation that the Sponsored Member is insolvent or that the Sponsored Member will be unable to perform any of its material contracts, obligations or agreements in the same manner as required by Section 1 of Rule 22 for other Members. For purposes of this section, a Sponsoring Member shall be deemed to have knowledge that a Sponsored Member is insolvent or will be unable to perform on any of its material contracts, obligations or agreements if one or more duly authorized representatives of the Sponsoring

Member, in its capacity as such, has knowledge of such matters. A Sponsored Member shall be treated by the Corporation in all respects as insolvent under the same circumstances set forth in Section 2 of Rule 22 for other Members. Section 3 of Rule 22 shall apply, in the same manner in which such Section applies to other Members, in the case where the Corporation treats a Sponsored Member as insolvent.

(b) In the event that the Corporation determines to treat a Sponsored Member as insolvent, the Corporation shall cease to act for the insolvent Sponsored Member and Rule 22A shall apply with respect to the close-out of the insolvent's Sponsored Member Trades.

Section 16 —Insolvency of a Sponsoring Member

(a) A Sponsoring Member shall be obligated to inform the Corporation that it is insolvent or that it will be unable to perform any of its material contracts, obligations or agreements in the same manner as required by Section 1 of Rule 22 for other Members. A Sponsoring Member shall be treated by the Corporation in all respects as insolvent under the same circumstances set forth in Section 2 of Rule 22 for other Members. Section 3 of Rule 22 shall apply, in the same manner in which such Section applies to other Members, in the case where the Corporation treats a Sponsoring Member as insolvent.

(b) In the event that the Corporation determines to treat a Sponsoring Member as insolvent, the Corporation shall cease to act for the insolvent Sponsoring Member and decline to accept or process data from the Sponsoring Member, including Sponsored Member Trades, and the Corporation shall terminate the membership of all of the insolvent's Sponsored Members unless they are the Sponsored Members of another Sponsoring Member. Any Sponsored Member Trades which have received the Corporation's guaranty of settlement and been novated to the Corporation shall continue to be processed and guaranteed by the Corporation. The Corporation, in its sole discretion, shall determine whether to close-out the affected Sponsored Member Trades and/or permit the Sponsored Members to complete their settlement.

Section 17 – Other Applicable Rules, Schedules, Interpretations and Statements

For purposes of the Rules, Schedules, Interpretations and Statements of Policy referenced in this section, Sponsoring Members and/or Sponsored Members, in their respective capacities as such, shall be "Members."

(a) Rule 22B (Corporation Default) shall apply to Sponsored Members.

For the avoidance of doubt, the Corporation shall be responsible for satisfying any undisputed payment or delivery obligation required to be made by it to a Sponsored Member under these Rules, including, but not limited to, any undisputed interest payment obligation that accrues in favor of a Sponsored Member on a Sponsored Member Trade that has been subject to Novation pursuant to these Rules but has not yet settled and for which the Corporation has received notice from such Sponsored Member of the Corporation's failure to make, when due, such undisputed interest payment to such Sponsored Member within the meaning of Section (b)(i) of Rule 22B.

(b) Rule 22D (Wind-down of the Corporation), Rule 27 (Admission to Premises of the Corporation, Powers of Attorney, Etc.), Rule 28 (Forms), Rule 29 (Release of Clearing Data), Rule

30 (Lists to be Maintained), Rule 31 (Distribution Facilities), Rule 32 (Signatures), Rule 33 (Procedures), Rule 34 (Insurance), Rule 35 (Financial Reports), Rule 36 (Rule Changes), Rule 37 (Hearing Procedures), Rule 38 (Governing Law and Captions), Rule 39 (Limitations of Liability), Section 3 of Rule 40 (General Provisions), Rule 41 (Cross-Guaranty Agreements), Rule 42 (Suspension of Rules), Rule 44 (Action by the Corporation), Rule 45 (Notices), Rule 46 (Interpretation of Terms), Rule 47 (Interpretation of Rules), Rule 48 (Disciplinary Proceedings), and Rule 50 (Market Disruption and Force Majeure) shall apply to, or with respect to, Sponsored Members and Sponsoring Members.

(c) All Schedules that are cited in, or pertain to, the Rules cited in this Rule 3A as applying to Sponsoring Members and/or Sponsored Members shall apply to Sponsored Members and Sponsoring Members.

(d) Any Statements of Policy or Interpretations contained in these Rules shall apply to Sponsoring Members and Sponsored Members unless expressly stated otherwise.

Section 18 – Liquidation of Sponsored Member and Related Sponsoring Member Positions

(a) The provisions of this Section 18, which shall supersede any conflicting provisions of this Rule 3A and Rule 22A, shall only apply (i) with respect to the liquidation of positions resulting from Sponsored Member Trades within the meaning of subsection (a) of the Sponsored Member Trade definition, (ii) in the event a Sponsoring Member is not a Defaulting Member and the Corporation has not ceased to act for the Sponsoring Member and (iii) if a Corporation Default has not occurred. In addition, the Corporation may only cause the termination described in subsection (b) below if it has ceased to act for the Sponsored Member at issue and the Sponsoring Member has not performed the obligations of the Sponsored Member in respect of all positions guaranteed by such Sponsoring Member.

(b) Subject to the provisions of subsection (a) of this Section 18, on any Business Day, the Sponsoring Member or the Corporation may by written notice to the other cause the immediate termination of all, but not fewer than all, of the long and short Net Settlement Positions, Fail Net Settlement Positions and Forward Net Settlement Positions of the Sponsored Member established in the Sponsoring Member's Sponsoring Member Omnibus Account. Any such notice shall also cause the immediate termination of all of the corresponding, offsetting long and short Net Settlement Positions, Fail Net Settlement Positions and Forward Net Settlement Positions of the Sponsoring Member established in the Sponsoring Member's Netting System Account(s). Each such termination shall be effected by the Sponsoring Member's establishment of a final Net Settlement Position for each Eligible Netting Security with a distinct CUSIP number that shall equal the net of all outstanding deliver obligations and receive obligations of the parties thereto in each such Eligible Netting Security including those that arise from Fail Net Settlement Positions and Forward Net Settlement Positions (the "Final Net Settlement Position").

(c) To liquidate the Final Net Settlement Positions of any Sponsored Member and the corresponding, offsetting Final Net Settlement Positions of the Sponsoring Member established pursuant to subsection (b) of this Section 18, a Sponsoring Member shall calculate a liquidation amount, which may be equal to zero and shall be deemed a Funds-Only Settlement Amount. The liquidation amount in respect of the Final Net Settlement Positions of a Sponsored Member (the

"Sponsored Member Liquidation Amount") shall be due to or from the Corporation from or to the Sponsored Member. The liquidation amount in respect of the corresponding, offsetting Final Net Settlement Positions of the Sponsoring Member (the "Sponsoring Member Liquidation Amount") shall be due to or from the Corporation from or to the Sponsoring Member. If the Sponsored Member Liquidation Amount in respect of the Final Net Settlement Positions of a Sponsored Member is due to the Corporation, the Sponsoring Member Liquidation Amount in respect of the corresponding Final Net Settlement Positions of the Sponsoring Member shall be due to the Sponsoring Member. If the Sponsored Member Liquidation Amount in respect of the Final Net Settlement Positions of a Sponsored Member is due to the Sponsored Member, the Sponsoring Member Liquidation Amount in respect of the Final Net Settlement Positions of the Sponsoring Member shall be due to the Corporation.

Any Sponsoring Member Liquidation Amount calculated by a Sponsoring Member pursuant to this subsection (c) may be based on prices obtained from a generally recognized source or the most recent closing bid or offer quotation from such a source and may include the losses (including costs such as fees, expenses and commissions) and/or gains realized by the Sponsoring Member in entering into replacement transactions and/or entering into or terminating hedge transactions in connection with or as a result of, and any other loss, damage, cost or expense directly arising or resulting from, the liquidation of the Sponsoring Member's Final Net Settlement Positions. The Sponsored Member Liquidation Amount in respect of Final Net Settlement Positions of a Sponsored Member shall equal the Sponsoring Member Liquidation Amount in respect of the corresponding Final Net Settlement Positions of the Sponsoring Member. The Sponsoring Member's calculation of any Sponsored Member Liquidation Amount or Sponsoring Member Liquidation Amount shall be conclusive and binding on all relevant parties, absent manifest error and subject to any right of the Corporation to indemnification under the Rules.

If a Sponsored Member Liquidation Amount is due to the Corporation from the Sponsored Member, the Sponsoring Member shall be obligated to pay such Sponsored Member Liquidation Amount under its Sponsoring Member Guaranty, which obligation shall, notwithstanding anything to the contrary in the Sponsoring Member Guaranty, be payable without demand and (automatically and without further action by any Person) be set off against the obligation of the Corporation to pay the corresponding Sponsoring Member Liquidation Amount to the Sponsoring Member.

If a Sponsored Member Liquidation Amount is due to the Sponsored Member from the Corporation, the Corporation's sole obligation in respect of any such Sponsored Member Liquidation Amount shall be to transfer such amount to the applicable account of the Sponsoring Member at the Funds-Only Settling Bank Member acting on behalf of a Sponsoring Member (the "Funds-Only Omnibus Account"). The Corporation hereby instructs the Sponsoring Member to discharge its obligation to pay the Corporation any Sponsoring Member Liquidation Amount by transferring such amount to the Sponsoring Member's Funds-Only Omnibus Account for application to the Corporation's obligation to pay the corresponding Sponsored Member Liquidation Amount to the Sponsored Member. To the extent that the Sponsoring Member transfers such funds to the Fund-Only Omnibus Account as provided in this paragraph, (i) the obligations of the Corporation in respect of the Sponsored Member Liquidation Amount shall be discharged and (ii) the obligations of the Sponsoring Member in respect of the corresponding Sponsoring Member Liquidation Amount shall be discharged. The Sponsored Member agrees to

accept the transfer of such funds to the Funds-Only Omnibus Account in full satisfaction of the obligation of the Corporation to pay the Sponsored Member Liquidation Amount to the Sponsored Member.

(d) The Sponsoring Member shall indemnify the Corporation, and its employees, officers, directors, shareholders, agents, and Members (collectively, the "SMP Indemnified Parties"), for any and all losses, liability, or expenses of an SMP Indemnified Party arising from any claim by an affected Sponsored Member disputing the Sponsoring Member's calculation of any Sponsored Member Liquidation Amount or Sponsoring Member Liquidation Amount pursuant to this Section 18.

(e) The Corporation hereby acknowledges that a Sponsoring Member may take a security interest in the deliver, receive, and related payment obligations owed by the Corporation to a Sponsored Member in respect of its transactions that have been novated to the Corporation by such Sponsoring Member and established in its Sponsoring Member Omnibus Account, including, but not limited to, such Sponsored Member's rights to receive payment of any Sponsored Member Liquidation Amount pursuant to this Section 18 (the "Sponsored Member Rights"), and agrees that, if the provisions of this Section 18 apply, the Corporation's security interest in all assets and property placed by a Sponsored Member in the possession of the Corporation (or its agents acting on its behalf), including all securities and cash on deposit with the Corporation or its agents, granted in Section 8(g) of this Rule 3A, shall be subordinated to the security interest of the Sponsoring Member in the Sponsored Member Rights.

RULE 3B – CENTRALLY CLEARED INSTITUTIONAL TRIPARTY SERVICE

Section 1 – General

The rights, liabilities and obligations of CCIT Members shall be governed by this Rule 3B. References to a "Member" in other Rules shall not apply to CCIT Members, unless specifically noted as such in this Rule 3B or in such other Rules.

In order for a Netting Member to participate in the CCIT Service as a trading counterparty to CCIT Members in CCIT Transactions, the Netting Member must be a participant in the GCF Repo Service. In addition to the Rules governing Netting Members, Netting Members who submit CCIT Transactions shall be subject to the provisions of this Rule 3B and to such other Rules applicable to CCIT Transactions.

Section 2 – Eligibility for Membership: CCIT Member

(a) The Corporation may approve an application to become a CCIT Member upon a determination that:

(i) Financial Responsibility – The applicant has sufficient financial ability to meet all of its obligations to the Corporation in a timely manner.

(ii) (A) Except as otherwise provided in subsection (B), (C) or (D) below, the applicant has minimum Net Assets of $100 million. The Corporation, based upon the level of the anticipated positions and obligations of the applicant, the anticipated risk associated with the volume and types of transactions the applicant proposes to process through the Corporation and the overall financial condition of the applicant, may impose greater standards.

(B) For applicants whose financial statements are prepared in accordance with International Financial Reporting Standards, the Companies Act of 1985 (UK generally accepted accounting principles) or Canadian generally accepted accounting principles, the minimum financial requirements shall be one and one-half times the applicable requirements set forth in subsection (A) above.

(C) For applicants whose financial statements are prepared in accordance with the generally accepted accounting principles of a European Union country other than the United Kingdom, the minimum financial requirements shall be five times the applicable requirements set forth in subsection (A) above.

(D) For applicants whose financial statements are prepared in accordance with any other type of generally accepted accounting

principles, the minimum financial requirements shall be seven times the applicable requirements set forth in subsection (A) above.

(iii) Operational Capability – The applicant or its Joint Account Submitter, as applicable, must be able to satisfactorily communicate with the Corporation, fulfill anticipated commitments to and meet the operational requirements of the Corporation with necessary promptness and accuracy, and conform to any operational condition and requirement that the Corporation reasonably deems necessary for its protection or that of its Members (including CCIT Members).

(iv) Fees – The applicant agrees to make, and has sufficient financial ability to make, all anticipated fee payments required to be made to the Corporation that may be set forth in these Rules.

(v) Disqualification Criteria – The Corporation must have received no substantial information that would reasonably and adversely reflect on the applicant, or its Controlling Management, if applicable, to such an extent that the applicant should be denied membership in the Corporation. The Corporation, in its sole discretion, shall determine whether any of the following criteria should be the basis for denial of the membership application:

(A) the applicant is subject to Statutory Disqualification (as defined in Section 3(a)(39) of the Exchange Act), or an order of similar effect issued by a Federal or State banking authority, or other examining authority or regulator, including a non-U.S. examining authority or regulator;

(B) the applicant or its Controlling Management has been responsible for (I) making a misstatement of a material fact or omitting to state a material fact to the Corporation, in connection with its application to become a Member or thereafter or (II) fraudulent acts or violation of the Securities Act of 1933, the Exchange Act, the Investment Company Act, the Investment Advisers Act or the Government Securities Act of 1986, or any rule or regulation promulgated thereunder;

(C) the applicant or its Controlling Management has been convicted within the ten years preceding the filing of the application or at any time thereafter of (I) any criminal offense involving the purchase, sale or delivery of any security, bribery, perjury, burglary or conspiracy to commit any offense referred to in this subparagraph, (II) the larceny, theft, robbery, embezzlement, extortion, fraudulent conversion, fraudulent concealment, forgery or misappropriation of funds, securities or other property, (III) any violation of Sections 1341, 1342 or 1343 of Title 18, United States Code or (IV) any other criminal offense involving breach of fiduciary obligation, or arising out of the conduct of business as a broker, dealer,

investment company, adviser or underwriter, bank, trust company, fiduciary, insurance company or other financial institution;

(D) the applicant or its Controlling Management has been permanently or temporarily enjoined or prohibited by order, judgment or decree of any court or other governmental authority of competent jurisdiction from acting as a broker, dealer, investment company, adviser or underwriter, bank, trust company, fiduciary, insurance company or other financial institution, or from engaging in or continuing any conduct or practice in connection with any such activity, or in connection with the purchase, sale or delivery of any security, and the enforcement of such injunction or prohibition has not been stayed; or

(E) the applicant has been expelled or suspended from or had its participation terminated by a national securities association or exchange registered under the Exchange Act, a Self-Regulatory Organization or an entity that engages in clearance and settlement activities or a securities depository, or has been barred or suspended from being associated with any member of such an exchange, association, organization, entity or securities depository.

(vi) Enforceability Opinion – The applicant provides the Corporation with an opinion of counsel acceptable to the Corporation in its sole discretion that the Corporation's Rules will be enforceable against such applicant if it becomes a CCIT Member.

(vii) Insolvency Opinion – The Corporation has (or is able to obtain from the applicant or otherwise) an opinion of counsel acceptable to the Corporation in its sole discretion that, in the event the Corporation ceases to act for the applicant after such applicant becomes a CCIT Member, the Corporation will be able to exercise the remedies described in these Rules, including those specified in Section 11(e) of this Rule 3B. The Corporation may determine in its discretion that the opinion described in this Section 2(a)(vii) is not required in respect of an applicant.

(d) Two or more CCIT Members may be represented by a Joint Account Submitter that has been approved by the Corporation subject to such CCIT Member signing and delivering a Joint Account Submitter Agreement to the Corporation in such form as may be prescribed by the Corporation. If the Corporation terminates the Joint Account Submitter Agreement, the Joint Account Submitter will no longer be permitted to represent the CCIT Members in the Joint Account. Each such CCIT Member will be required to assume the duties of the Joint Account Submitter or appoint a new Joint Account Submitter subject to the requirements of these Rules.

(e) In addition to the criteria set forth in subsection (a) above, the Corporation shall retain the right to deny membership to an applicant if the Corporation becomes aware of any factor or circumstance about the applicant or its Controlling Management which may impact the suitability of that particular applicant as a Member of the Corporation. Further, applicants are

required to inform the Corporation as to any member of their Controlling Management that is or becomes subject to Statutory Disqualification (as defined in Section 3(a)(39) of the Exchange Act).

Section 3 – Membership Application Process to Become a CCIT Member

(a) Each applicant to become a CCIT Member shall, as required by the Corporation from time to time, complete and deliver to the Corporation an Applicant Questionnaire in such form as may be prescribed by the Corporation and shall also deliver to the Corporation the financial reports, other reports, opinions and other information as the Corporation determines appropriate.

(b) Each applicant to become a CCIT Member or its Joint Account Submitter, as applicable, must also fulfill, within the timeframes established by the Corporation, any operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation to ensure the operational capability of the applicant.

(c) Each applicant shall complete and deliver to the Corporation:

(i) a FATCA Certification as part of its membership application. Without limiting the generality of the foregoing, if an applicant is a FFI Member, the Corporation shall require such applicant to certify and periodically to recertify to the Corporation that it is FATCA Compliant under such procedures as are set forth under FATCA, unless such requirements have been explicitly waived in writing by the Corporation; provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property. In addition, as part of its membership application, such applicant must agree that it shall indemnify the Corporation for any loss, liability or expense sustained by the Corporation as a result of its failing to be FATCA Compliant; and

(ii) a Cybersecurity Confirmation.

(d) Each applicant to become a CCIT Member shall obtain and provide to the Corporation a Legal Entity Identifier.

(e) Except as otherwise provided in Rule 29 (Release of Clearing Data), any information furnished to the Corporation pursuant to this Rule shall be held in at least the same degree of confidence as may be required by law or the rules and regulations of the appropriate regulatory body having jurisdiction over the applicant or Member.

(f) In evaluating a membership application, the Corporation may:

(i) if applicable, contact the applicant's primary regulatory authority, other examining authority or regulator or any self-regulatory organization of which the applicant is a member and request from such authority or organization any records, reports, or other information that, in their judgment, may be relevant to the application;

(ii) examine the books, records and operational procedures of, and inspect the premises of, the applicant or its Controlling Management as they may be related to the business to be conducted through the Corporation; and

(iii) take such other evidence or make such other inquiries as is necessary, including sworn or unsworn testimony, to ascertain relevant facts bearing upon the applicant's qualifications.

The Corporation shall approve an application to become a CCIT Member only upon a determination that the applicant meets the standards set forth in this Rule. In addition, with regard to any applicant that is an FFI Member, such applicant must be FATCA Compliant.

Notwithstanding that an application to become a CCIT Member shall have been approved by the Corporation, if a material change in the condition of the applicant or its Controlling Management occurs, which in the judgment of the Corporation could bring into question the applicant's ability to perform as a CCIT Member, and such material change becomes known to the Corporation prior to the applicant's commencing use of the Corporation's services, the Corporation shall have the right to stay commencement by the applicant of use of the Corporation's services until a reconsideration by the Corporation of the applicant's financial responsibility and operational capability can be completed. As a result of such reconsideration, the Corporation may determine to withdraw approval of an application to become a CCIT Member or condition the approval upon the furnishing of additional information or assurances.

The Corporation may deny an application to become a CCIT Member upon the Corporation's determination that the Corporation does not have adequate personnel, space, data processing capacity or other operational capability at that time to perform its services for the applicant without impairing the ability of the Corporation to provide services for its existing Members (including CCIT Members), to assure the prompt, accurate and orderly processing and settlement of securities transactions or to otherwise carry out its functions; provided, however, that any such applications which are denied pursuant to this paragraph shall be approved as promptly as the capabilities of the Corporation permit.

Upon the Corporation's denial of an application to become a CCIT Member pursuant to this Rule, the Corporation shall furnish the applicant with a concise written statement setting forth the specific grounds under consideration upon which any such denial may be based and shall notify the applicant of its right to request a hearing before the Board, such request to be filed by the applicant with the Corporation pursuant to Rule 37 (Hearing Procedures).

Section 4 – Membership Agreement

Each applicant to become a CCIT Member shall sign and deliver to the Corporation a membership agreement whereby the applicant shall agree, as applicable:

(a) to abide by the Rules of the Corporation and to be bound by all the provisions thereof;

(b) to pay to the Corporation in a timely manner the compensation provided for by the Rules of the Corporation for services rendered and such costs and fines as may be imposed in accordance with such Rules of the Corporation for the failure to comply therewith;

(c) to be bound by any amendment to the Rules of the Corporation with respect to any transaction occurring subsequent to the time such amendment takes effect as fully as though such amendment were now a part of the Rules of the Corporation;

(d) to continue to be bound by the Rules of the Corporation, notwithstanding that it may have terminated its membership, as to all matters and transactions occurring while it was a CCIT Member;

(e) to fulfill its settlement obligations to the Corporation in accordance with the Rules of the Corporation and pay or deliver to the Corporation in a timely manner all amounts due and any loss or liability allocated to it pursuant to the Rules of the Corporation;

(f) that the determination of the Board as to any questions arising with regard to any payment, charge, fee, deposit, or fine to which it may be subject shall be final and conclusive, except as may be otherwise provided in these Rules;

(g) if the applicant is represented at any time by a Joint Account Submitter and is participating through a Joint Account, (i) to cause the Joint Account Submitter to fulfill all obligations of a Joint Account Submitter under these Rules, (ii) that the failure of the Joint Account Submitter to fulfill the requirements of the CCIT Member and/or the Joint Account under these Rules shall not excuse such CCIT Member's obligations to the Corporation pursuant to the Rules and (iii) that the Joint Account may be liable for the failure of the Joint Account Submitter to fulfill the obligations of a Joint Account Submitter under these Rules;

(h) if the applicant is represented at any time by a Joint Account Submitter and is participating through a Joint Account, (i) to specify its Joint Account Submitter in advance of such Joint Account Submitter submitting its first trade on behalf of the applicant, (ii) to provide the Corporation with advance notice in writing of a change in its Joint Account Submitter and (iii) to not revoke the authority of its Joint Account Submitter without providing the Corporation with advance written notice; and

(i) to any other terms and conditions deemed by the Corporation to be necessary in order to protect itself and its Members (including CCIT Members), including all agreements, opinions of counsel and other legal documentation required by the Corporation.

Each applicant to become a CCIT Member that plans to participate through a Joint Account must enter into a Joint Account Submitter Agreement with the Corporation.

Each CCIT Member that is represented by a Joint Account Submitter shall only be entitled to and liable for rights and obligations arising under or in connection with CCIT Transactions allocated to such CCIT Member. To the extent a Joint Account or Joint Account Submitter incurs obligations to the Corporation that are unallocated, each CCIT Member represented by such Joint Account Submitter shall only be liable for its pro rata share of such obligations.

The Corporation may terminate a Joint Account Submitter Agreement if: (i) the relevant Joint Account or any CCIT Member that participates in the Joint Account fails to satisfy the requirements applicable to it under these Rules; (ii) the Joint Account Submitter fails to satisfy the requirements of these Rules relating to such Joint Account Submitter; or (iii) the Corporation determines, in its sole discretion, that such action is necessary for the protection of the Corporation or its Members (including CCIT Members).

Section 5 – On-going Membership Requirements

(a) The eligibility qualifications and standards set forth above in this Rule shall be continuing membership requirements. In addition, each CCIT Member shall comply with the ongoing requirements set forth below in this Section.

(b) Each CCIT Member shall submit to the Corporation the following:

(i) disclosure on at least an annual basis regarding such CCIT Member's Net Assets, any financial statements the CCIT Member makes publicly available and such other reports, financial and other information as the Corporation from time to time may reasonably require. The time periods prescribed by the Corporation for such disclosure are set forth in the form of notices posted at the Corporation's website and/or distributed by the Corporation from time to time. It shall be the CCIT Member's responsibility to retrieve all notices daily from the Corporation's website; and

(ii) a completed Cybersecurity Confirmation at least every two years, on a date that is set by the Corporation and following notice that is provided no later than 180 calendar days prior to such due date.

(c) Each CCIT Member shall submit to the Corporation written notice of any CCIT Reportable Event. A CCIT Reportable Event means:

(i) an event that would, after giving effect thereto, cause a material change in the control, ownership or management of the CCIT Member, or that could have a material impact on such CCIT Member's business and/or financial condition;

(ii) material changes in the CCIT Member's business lines, including new business lines undertaken; or

(iii) any litigation which could reasonably be anticipated to have a material negative effect on the CCIT Member's financial condition or ability to conduct business.

A CCIT Member must submit to the Corporation written notice of any CCIT Reportable Event at least 90 calendar days prior to the effective date of such CCIT Reportable Event, unless the CCIT Member demonstrates that it could not have reasonably done so, and provides notice, both orally and in writing, to the Corporation as soon as possible.

Each CCIT Member that is an FFI Member shall inform the Corporation, both orally and in writing, if it (i) undergoes a change in circumstance that would affect its FATCA Certification

or (ii) otherwise has reason to know that it is not, or will not be, FATCA Compliant, in each case, within two days of knowledge thereof.

A CCIT Member must have a current Legal Entity Identifier on file with the Corporation at all times. The CCIT Member shall indemnify the Corporation, and its employees, officers, directors, shareholders, agents, and Members (collectively, the "LEI Indemnified Parties"), for any and all losses, liabilities, expenses and Legal Actions suffered or incurred by the LEI Indemnified Parties arising from a CCIT Member's failure to have its current Legal Entity Identifier on file with the Corporation. "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self-regulatory organization.

(d) A CCIT Member that fails to submit the above listed information within the timeframes required by guidelines issued by the Corporation from time to time and in the manner requested shall be subject to the fine(s) noted under "Failure to Timely Provide Financial and Related Information" and "Reportable Events—Fine for Failure of Timely Notification", as applicable, in the Fine Schedules in these Rules.

(e) Operational Testing Requirements

(i) The Corporation may, from time to time, require CCIT Members or their Joint Account Submitters, as applicable, to fulfill, within the timeframes established by the Corporation, certain operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation to ensure the continuing operational capability of such CCIT Members. The Corporation will assess a fine or terminate the membership of any CCIT Member that does not fulfill any such operational testing and related reporting requirements within the timeframes established by the Corporation. If a Joint Account Submitter does not fulfill any such operational testing and related reporting requirements within the timeframes established by the Corporation, the Corporation may terminate all Joint Account Submitter Agreements for any or all CCIT Members that such Joint Account Submitter represents.

(ii) The Corporation has established standards for designating those CCIT Members or Joint Account Submitters, as applicable, who shall be required to participate in annual business continuity and disaster recovery testing that the Corporation reasonably determines are, taken as a whole, the minimum necessary for the maintenance of fair and orderly markets in the event that business continuity and disaster recovery plans are required to be activated. The standards shall take into account factors such as: (A) activity-based thresholds; (B) significant operational issues of the CCIT Member during the twelve months prior to the designation; and (C) past performance of the CCIT Member or its Joint Account Submitter, as applicable, with respect to operational testing. The specific standards adopted by the Corporation and any updates or modifications thereto shall be published to CCIT Members and applied on a prospective basis.

Upon notification that the CCIT Member or its Joint Account Submitter, as applicable, has been designated to participate in the annual business continuity and disaster recovery testing, as described above, the CCIT Member or its Joint Account Submitter, as applicable, shall be required to fulfill, within the timeframes established by the Corporation, certain testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting the test results to the Corporation in a manner determined by the Corporation).

(f) A CCIT Member shall promptly inform the Corporation, both orally and in writing, if it no longer is in compliance with any of the relevant qualifications and standards for admission to membership set forth in this Rule, including the criteria set forth in Section 2(a) of this Rule. Notification must take place within two Business Days from the date on which the CCIT Member first learns of its non-compliance. The Corporation shall assess a $1,000.00 fine against any CCIT Member which fails to so notify the Corporation. In addition, a CCIT Member shall notify the Corporation within two Business Days of learning that an investigation or proceeding to which it is or is becoming the subject of would cause the CCIT Member to fall out of compliance with any of the relevant qualifications and standards for membership set forth in this Rule. Notwithstanding the previous sentence, the CCIT Member shall not be required to notify the Corporation if doing so would cause the CCIT Member to violate an applicable law, rule or regulation. If, with respect to a CCIT Member: (i) it fails to maintain the relevant standards and qualifications for admission to membership, including but not limited to minimum capital standards and operational testing and related reporting requirements imposed by the Corporation from time to time; (ii) it violates any Rule of the Corporation or other agreement with the Corporation; (iii) it fails to satisfy in a timely manner any obligation to the Corporation; (iv) there is any CCIT Reportable Event relating to such Member; or (v) the Corporation otherwise deems it necessary or advisable, in order to protect the Corporation, its other Members (including CCIT Members), or its creditors or investors, to safeguard securities and funds in the custody or control of the Corporation or for which the Corporation is responsible, or to promote the prompt and accurate processing, clearance or settlement of securities transactions, the Corporation will undertake appropriate action to determine the status of the CCIT Member and its continued eligibility. In addition, the Corporation may review the financial responsibility and operational capability of the CCIT Member and/or its Controlling Management to the extent provided in these Rules and otherwise require from the CCIT Member additional reporting of its financial or operational condition at such intervals and in such detail as the Corporation shall determine, and shall make a determination as to whether such CCIT Member should be placed on the Watch List by the Corporation consistent with the provisions of Section 5(l) of this Rule.

(g) In addition, if the Corporation has reason to believe that a CCIT Member may fail to comply with any of the Rules, it may require the CCIT Member to provide it, within such timeframe, in such detail, and pursuant to such manner as the Corporation shall determine, with assurances in writing of a credible nature that the CCIT Member shall not, in fact, violate any of these Rules. Notwithstanding the previous sentence, each CCIT Member, or any applicant to become such, shall furnish to the Corporation such adequate assurances of its financial responsibility and operational capability as the Corporation may at any time or from time to time deem necessary or advisable in order to protect the Corporation and its Members (including CCIT Members), or its creditors or investors, to safeguard securities and funds in the custody or control of the Corporation or for which the Corporation is responsible, or to promote the prompt and

accurate processing, clearance or settlement of securities transactions. Upon the request of a CCIT Member or applicant to become such, the Corporation may choose to confer with the CCIT Member or applicant before or after requiring it to furnish adequate assurances pursuant to this Rule.

Adequate assurances of financial responsibility or operational capability of a CCIT Member or applicant to become such, as may be required by the Corporation pursuant to these Rules, may include, but shall not be limited to, as appropriate in the context of the CCIT Member's use of the Corporation's services:

(i) imposing restrictions or modifications on the CCIT Member's use of the Corporation's services (whether generally or with respect to certain transactions); or

(ii) requiring additional reporting by the CCIT Member of its financial or operational condition at such intervals and in such detail as the Corporation shall determine.

(h) In the event that a CCIT Member fails to maintain the relevant requirements of any of these Rules, the Corporation shall, pursuant to these Rules, cease to act for the CCIT Member, unless the CCIT Member requests that such action not be taken and the Corporation determines that, depending upon the specific circumstances and the record of the CCIT Member, it is appropriate instead to establish for such CCIT Member a time period (the "Noncompliance Time Period"), which shall be determined by the Corporation and which shall be no longer than 30 calendar days unless otherwise determined by the Corporation, during which the CCIT Member must resume compliance with such requirements. In the event that the CCIT Member is unable to satisfy such requirements within the Noncompliance Time Period, the Corporation shall, pursuant to these Rules, cease to act for the CCIT Member. If the Corporation takes any cease to act action pursuant to this paragraph, it shall promptly file with its records and with the SEC a full report of such actions, and the reasons thereof.

(i) Notwithstanding anything to the contrary in this Section, if the Corporation, in its sole discretion, determines that a CCIT Member's financial condition has significantly deteriorated during a Noncompliance Time Period, the Corporation immediately may, pursuant to these Rules, cease to act for the CCIT Member.

(j) Compliance with Laws

(i) General

In connection with their use of the Corporation's services, CCIT Members and their Joint Account Submitters, as applicable, must comply with all applicable laws, including applicable laws relating to securities, taxation, and money laundering, as well as global sanctions laws.

(ii) Global Sanctions

As part of their compliance with global sanctions regulations, CCIT Members and their Joint Account Submitters, as applicable, must not conduct any transaction or activity through the Corporation which they know to violate global sanctions regulations.

CCIT Members subject to the jurisdiction of the U.S. are required to periodically confirm that they and their Joint Account Submitters, as applicable, have implemented a risk-based program reasonably designed to comply with applicable OFAC sanctions regulations. Failure to do so in the manner and timeframes set forth by the Corporation from time to time will result in a $5,000.00 fine.

(iii) FATCA

Each CCIT Member that is an FFI Member must agree not to conduct any CCIT Transaction or activity through the Corporation if such CCIT Member is not FATCA Compliant, unless such requirement has been explicitly waived in writing by the Corporation with respect to the specific CCIT Member; provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property.

All such CCIT Members that are FFI Members are required, as applicable under FATCA, to certify and periodically recertify to the Corporation that they are FATCA Compliant by providing to the Corporation a FATCA Certification. Failure to do so in the manner and timeframes set forth by the Corporation from time to time will result in a fine, unless such requirement has been explicitly waived in writing by the Corporation with respect to the specific CCIT Member; provided, however, that no such waiver will be issued if it shall cause the Corporation to be obligated to withhold under FATCA on gross proceeds from the sale or other disposition of any property.

A CCIT Member that is an FFI Member shall indemnify the Corporation for any loss, liability or expense sustained by the Corporation as a result of such CCIT Member failing to be FATCA Compliant.

(k) A CCIT Member's and its Controlling Management's books and records, insofar as they relate to such CCIT Member's transactions processed through the Corporation, shall be open to the inspection of the duly authorized representatives of the Corporation upon reasonable prior notice and during the CCIT Member's or its Controlling Management's normal business hours. The Corporation shall be furnished with all such information about the CCIT Member's and its Controlling Management's business and transactions as it may require; provided that (i) the aforesaid rights of the Corporation shall be subject to any applicable laws, rules or regulations of regulatory bodies having jurisdiction over the CCIT Member or its Controlling Management which relate to the confidentiality of records and (ii) if the CCIT Member ceases membership, the Corporation shall have no right to inspect the CCIT Member's or its Controlling Management's books and records or to require information relating to transactions wholly subsequent to the time when the CCIT Member ceases membership.

(l) CCIT Members may be monitored for financial and/or operational factors as the Corporation deems necessary to protect the Corporation and its Members from undue risk. CCIT Members will not be assigned a rating from the Credit Risk Rating Matrix; however, they may be included on the Watch List at the Corporation's discretion. Placement on the Watch List shall result in a more thorough monitoring of the CCIT Member's financial and/or operational condition, as applicable, and activities by the Corporation. The Corporation may require CCIT Members placed on the Watch List to make more frequent financial disclosures, possibly including interim and/or pro forma reports. A CCIT Member shall be placed on the Watch List if the Corporation takes any action against such CCIT Member pursuant to Section 5(f) of this Rule 3B. A CCIT Member shall continue to be included on the Watch List until the condition(s) that resulted in its placement on the Watch List have improved to the point where the condition(s) are no longer present or a determination is made by the Corporation that close monitoring is no longer warranted.

Section 6 – Voluntary Termination

A CCIT Member may voluntarily elect to terminate its membership in the Corporation by providing the Corporation with a written notice of such termination ("CCIT Member Voluntary Termination Notice"). The CCIT Member shall specify in the CCIT Member Voluntary Termination Notice a desired date for the termination, which date shall not be prior to the scheduled final settlement date of any remaining obligation owed by the CCIT Member to the Corporation as of the time such CCIT Member Voluntary Termination Notice is submitted to the Corporation, unless otherwise approved by the Corporation.

Such termination will not be effective until accepted by the Corporation, which shall be no later than 10 Business Days after the receipt of the CCIT Member Voluntary Termination Notice from such CCIT Member. The Corporation's acceptance shall be evidenced by a notice to Members (including CCIT Members) announcing the CCIT Member's termination and the effective date of the termination of the CCIT Member (hereinafter the "CCIT Member Termination Date"). As of the CCIT Member Termination Date, a CCIT Member that terminates its membership in the Corporation shall no longer be eligible or required to submit to the Corporation data on trades and shall no longer be eligible to have its trade data submitted by a Joint Account Submitter, unless the Board determines otherwise in order to ensure an orderly liquidation of the CCIT Member's positions. If any trade is submitted to the Corporation either by such CCIT Member or a Joint Account Submitter that is scheduled to settle on or after the CCIT Member Termination Date, such CCIT Member's CCIT Member Voluntary Termination Notice will be deemed void, and the CCIT Member will remain subject to this Rule as if it had not given such CCIT Member Voluntary Termination Notice.

A CCIT Member's voluntary termination of membership shall not affect its obligations to the Corporation, or the rights of the Corporation, with respect to transactions submitted to the Corporation before the CCIT Member Termination Date.

Section 7 – Loss Allocation Obligations of CCIT Members

Section 7 (Loss Allocation Waterfall) of Rule 4 (Clearing Fund and Loss Allocation) shall apply to CCIT Members as Tier Two Members. CCIT Members shall be responsible for the total amount of loss allocated to them. With respect to CCIT Members with a Joint Account Submitter,

loss allocation will be calculated at the Joint Account level and then applied pro rata to each CCIT Member in the Joint Account based on the trade settlement allocation instructions. If, at the time the Corporation calculates loss allocation, the trade settlement allocation instructions to the individual CCIT Member level have not yet been received by the Corporation, the CCIT Members in the Joint Account shall be required to provide the allocation to the Corporation within the timeframes set by the Corporation in its discretion.

Section 8 – Obligations Under Rule 4 Regarding Netting Members That Participate in the CCIT Service

The provisions of Rule 4 (Clearing Fund and Loss Allocation) shall apply to the CCIT Service activity of Netting Members in the same way in which such provisions apply to Netting Members' GCF Repo Transaction activity.

Section 9 – Trade Submission and the Comparison System

(a) CCIT Members (whether submitting individually or through a Joint Account) shall be permitted to submit only CCIT Transactions to the Corporation. CCIT Transactions must be in Generic CUSIP Numbers approved by the Corporation for GCF Repo Transactions.

(b) Each CCIT Member shall be required to maintain two accounts at the GCF Clearing Agent Bank(s) at which the Netting Members with whom the CCIT Member enters into CCIT Transactions maintain accounts. One account at such GCF Clearing Agent Bank shall be designated for the CCIT Member's activity in respect of CCIT Transactions (the "CCIT Account") and the second account shall be designated for Transactions (as defined in Section 14(a) of this Rule 3B) initiated by the Corporation pursuant to Section 14(a) of this Rule 3B (the "CCIT MRA Account"). In each case, such accounts shall be as designated by the Corporation for these purposes from time to time. If acting through a Joint Account, a CCIT Member shall cause its Joint Account Submitter to maintain both a CCIT Account and a CCIT MRA Account for the Joint Account at the GCF Clearing Agent Bank(s) at which the Netting Members with whom the CCIT Member enters into CCIT Transactions maintain accounts.

(c) The provisions of Rule 5 (Comparison System) shall apply to CCIT Transactions subject to the following:

(i) "Member", when used in Rule 5, shall include a CCIT Member or a Joint Account Submitter acting on behalf of a CCIT Member, as applicable.

(ii) With respect to Section 3 (Trade Submission Communication Methods) of Rule 5, CCIT Transactions may only be submitted using the Interactive Submission Method or the Corporation's web interface.

(iii) With respect to Section 4 (Submission Size Alternatives) of Rule 5, CCIT Transactions must be submitted exactly as executed.

CCIT Transactions may be submitted for Bilateral Comparison or Locked-In Comparison.

(d) Rule 6A (Bilateral Comparison) shall govern the comparison of CCIT Transactions that are submitted for Bilateral Comparison subject to the following:

(i) "Member", when used in Rule 6A, shall include a CCIT Member or a Joint Account Submitter acting on behalf of a CCIT Member, as applicable.

(ii) With respect to Section 1 (General) of Rule 6A, the Schedule of Required and Other Data Submission Items for GCF Repo Transactions shall apply to CCIT Transactions. The Schedule of Required Match Data and the Schedule of Money Tolerances shall not apply to CCIT Transactions. With respect to the Schedule of Required and Other Data Submission Items for GCF Repo Transactions, the fields requiring Broker information shall not apply.

(iii) With respect to Section 2 (Submission Method Requirements) of Rule 6A, CCIT Transactions may only be submitted using the Interactive Submission Method or the Corporation's web interface.

(e) The following provisions of Rule 6C (Locked-In Comparison) shall govern the comparison of CCIT Transactions that are submitted on a Locked-In Trade basis: Sections 1 (General), 2 (Authorizations of Transmission to and Receipt by the Corporation of Data on Locked-In Trades), the first sentence in Section 4 (Submission Requirements), 5 (GCF Repo Transactions), 7 (Reporting of Locked-In Trades), 8 (Discretion to not Accept Data), 9 (Binding Nature of Comparison System Output on Locked-In Trades), 12 (Affirmation, Cancellation and Modification Requirements for Data on GCF Repo Transactions) and 13 (Timing of Comparison). For purposes of the application of these provisions to CCIT Transactions, CCIT Transactions shall be treated as GCF Repo Transactions. "Member", when used in applicable parts of Rule 6C, shall include a CCIT Member or, as applicable, a Joint Account Submitter acting on behalf of a CCIT Member.

(f) The Schedule of GCF Repo Timeframes shall apply to CCIT Transactions (whether submitted for Bilateral Comparison or Locked-In Comparison) and CCIT Members shall be subject to any applicable late fees (applied at the Joint Account level if applicable) noted in the Corporation's Fee Structure for failure to meet applicable deadlines. CCIT Members shall be subject to all consequences for not meeting the deadlines in the Schedules noted in Rule 20 (Special Provisions for GCF Repo Transactions) in the same way as such consequences apply to Netting Members.

Section 10 – Forward Trades

The provisions of Rule 14 (Forward Trades) shall apply to CCIT Transactions in the same way such provisions apply to GCF Repo Transactions.

Section 11 – Netting System and Settlement of CCIT Transactions

(a) Rule 20 (Special Provisions for GCF Repo Transactions) shall apply to the netting and settlement obligations of the Corporation and each party to a CCIT Transaction in the same way in which such provisions apply to GCF Repo Transactions subject to the following:

(i) when used, "Netting Member" or "Affected Netting/CCIT Member" shall include a CCIT Member or, as applicable, a Joint Account;

(ii) CCIT Members (whether acting individually or through a Joint Account) shall always be GCF Net Funds Lenders;

(iii) CCIT Members shall not be initiators of requests for collateral substitutions but shall be the recipients of such collateral substitutions; and

(iv) The CCIT Transaction activity of Netting Members shall be netted with such Netting Members' GCF Repo Service activity for one net obligation per GCF Repo Service Generic CUSIP Number.

(b) On each Business Day, CCIT Members submitting CCIT Transactions through a Joint Account shall cause their Joint Account Submitter to submit the trade settlement allocation with respect to trades settled by the Joint Account during that Business Day.

(c) Each CCIT Member hereby grants to the Corporation a security interest in all its right, title and interest, at any time acquired, in and to the securities and other property delivered to it by the Corporation pursuant to a CCIT Transaction from time to time credited to an account maintained by the CCIT Member or the Joint Account Submitter on its behalf pursuant to Section 9(b) of this Rule 3B as security for the prompt and complete payment and performance when due (whether at stated maturity or by acceleration or otherwise) of all obligations of the CCIT Member to the Corporation under each CCIT Transaction.

(d) Although the Corporation and each CCIT Member intends that each CCIT Transaction be a sale and purchase and not a loan, in the event any such CCIT Transaction is deemed to be a loan, the Corporation shall be deemed to have pledged to the relevant CCIT Member as security for the performance by the Corporation of its obligations under such CCIT Transaction, and shall be deemed to have granted to such CCIT Member a security interest in, the securities and other property delivered to it by the Corporation pursuant to such CCIT Transaction from time to time credited to the account maintained by the CCIT Member or the Joint Account Submitter on its behalf pursuant to Section 9(b) of this Rule 3B.

(e) In addition to and not by way of limitation of any provisions of these Rules, if the Corporation ceases to act for a CCIT Member, the Corporation may (i) exercise all rights and remedies available to a secured party under the Uniform Commercial Code, whether or not in effect in the applicable jurisdiction and (ii) instruct the relevant GCF Clearing Agent Bank to deliver to the Corporation the Eligible Securities that the CCIT Member is obligated to return to the Corporation against payment by the Corporation of the Contract Value.

Section 12 – Compared Trades

Rule 11B (Guaranty of Settlement) shall apply to CCIT Transactions that are Compared Trades.

Section 13 – Funds-Only Settlement

(a) A CCIT Member, or Joint Account (as applicable), shall have the same Funds-Only Settlement Amount obligations as a Netting Member pursuant to Rule 13 (Funds-Only Settlement), and Rule 13 shall apply in its entirety to CCIT Members in the same way as it applies to Netting Members except that only the following components of Section 1 of Rule 13 shall apply to CCIT Members with respect to their CCIT Transactions:

(i) Invoice Amount; and

(ii) Miscellaneous Adjustment Amount.

(b) The following components of Section 1 of Rule 13 shall apply to Netting Members with respect to their CCIT Transactions (such components shall apply as they apply to GCF Repo Transactions except as noted below):

(i) Transaction Adjustment Payment;

(ii) GCF Interest Rate Mark, provided that Netting Members shall be obligated to pay debits but shall not be entitled to collect credits for GCF Interest Rate Mark with respect to their CCIT Transactions;

(iii) Interest Rate Mark, provided that Netting Members shall be obligated to pay debits but shall not be entitled to collect credits for Interest Rate Mark with respect to their CCIT Transactions;

(iv) Interest Rate Mark Adjustment Payment;

(v) Invoice Amount as it relates to CCIT Transactions; and

(vi) Miscellaneous Adjustment Amount as it relates to CCIT Transactions.

(c) CCIT Daily Repo Interest shall also apply to CCIT Members (or Joint Accounts as applicable) and Netting Members with respect to their CCIT Transactions.

(d) Notwithstanding the above, a CCIT Member may elect to pay its Funds-Only Settlement Amount debits directly to the Corporation using the invoicing process applicable to Comparison-Only Members under Rule 25 ("invoicing process") in lieu of the process described in Section 5 of Rule 13. If the CCIT Member elects the invoicing process, the CCIT Member's Funds-Only Settling Bank shall no longer be responsible for processing Funds-Only Settlement Amounts that are debits for such CCIT Member.

Section 14 – Liquidity Requirements of CCIT Members

(a) In order to finance the Corporation's obligations in respect of certain Deliver Obligations in connection with CCIT Transactions in accordance with subsection (b) of this Section 14, the SIFMA MRA (without the referenced annexes) is hereby incorporated by reference in the Rules as a master repurchase agreement between the Corporation, as Seller, and each CCIT

Member, as Buyer (the "CCIT MRA"); provided that, notwithstanding anything else set forth in the CCIT MRA:

(i) Transactions (for purposes of this Section 14(a), as defined in the CCIT MRA) shall only be initiated by the Corporation in accordance with this Rule 3B,

(ii) all Transactions shall be terminable only by demand of the Corporation and in accordance with this Rule 3B except as specified in subsection (c) below,

(iii) all Securities (for purposes of this Section 14(a), as defined in the CCIT MRA) shall be transferred by the Corporation in its sole discretion,

(iv) any and all notices, statements, demands or other communications under the CCIT MRA shall be given by a party to the other in accordance with the notice provisions set forth in the Rules,

(v) so long as the CCIT Member is a Member of the Corporation, the CCIT MRA may only be terminated by the Corporation except as specified in subsection (c) below,

(vi) there shall be no Events of Default (for purposes of this Section 14(a), as defined in the CCIT MRA) with respect to Seller other than as specified in this Section 14,

(vii) on any Business Day prior to the CCIT MRA Termination Date as defined in subsection (c) below, the Corporation may, by notice to Buyer, terminate any Transaction, in whole or in part, by specifying such Business Day as the Repurchase Date (for purposes of this Section 14(a), as defined in the CCIT MRA) for some or all of the Purchased Securities (for purposes of this Section 14(a), as defined in the CCIT MRA),

(viii) if the Corporation terminates a portion of a Transaction pursuant to clause (vii) of this paragraph:

(A) the Repurchase Price (for purposes of this Section 14(a), as defined in the CCIT MRA) for the Purchased Securities to be repurchased on such date (the "Relevant Securities") shall be an amount equal to the sum of the Purchase Price (for purposes of this Section 14(a), as defined in the CCIT MRA) for the Relevant Securities and the unpaid Price Differential (for purposes of this Section 14(a), as defined in the CCIT MRA) accrued on the Purchase Price for the Relevant Securities through such Business Day;

(B) upon transfer of the Repurchase Price for the Relevant Securities, the Relevant Securities shall no longer constitute Purchased Securities; and

(C) upon transfer of the Repurchase Price for the Relevant Securities, the Purchase Price for the Transaction shall be reduced by the Purchase Price for the Relevant Securities,

(ix) Section 19(a) of the CCIT MRA shall be amended by adding at the end thereof before the period ", and this Agreement and each Transaction is of a type set forth in Section 5390(c)(8)(D) of Title 12 of the United States Code, as amended",

(x) Section 19(b) of the CCIT MRA shall be amended by adding at the end thereof before the period ", and a right to terminate, liquidate or accelerate as described in Section 5390(c)(8)(A) and (C) of Title 12 of the United States Code, as amended",

(xi) Buyer's Margin Percentage (for purposes of this Section 14(a), as defined in the CCIT MRA) shall be 102% for all Transactions, and

(xii) the Pricing Rate (as defined in the CCIT MRA) in respect of each Transaction shall be the rate published on the Corporation's website at the time the Corporation initiates such Transaction, corresponding to: (A) U.S. Treasury < 30-year maturity (CUSIP: 371487AE9) if the Purchased Securities under such Transaction are U.S. Treasury bills, notes or bonds, (B) Non-Mortgage Backed U.S. Agency Securities (CUSIP: 371487AH2) if the Purchased Securities under such Transaction are non-mortgage-backed U.S. agency securities or (C) Fannie Mae, Freddie Mac, and UMBS Fixed Rate MBS (CUSIP: 371487AL3) if the Purchased Securities under such Transaction are mortgage-backed securities, or if the relevant foregoing rate is unavailable, a rate that the Corporation reasonably determines approximates the average daily interest rate paid by a seller of the Purchased Securities under a cleared repurchase transaction.

(b) Once the Corporation has ceased to act for a Netting Member with whom a CCIT Member traded pursuant to these Rules, if any portions of such trades, as guaranteed and novated pursuant to these Rules, remain outstanding, then, if the Corporation determines, in its sole discretion, that the procedures below are necessary to address certain of the Corporation's liquidity needs, the Corporation may initiate transactions under the CCIT MRA as provided below.

(i) The Corporation shall determine which CCIT Members had open CCIT Transactions originally with the Defaulting Member (each such CCIT Member an "Affected CCIT Member"),

(ii) The Corporation shall notify all Affected CCIT Members informing them that the Corporation will initiate repurchase agreements under the CCIT MRA,

(iii) The Corporation shall determine each Affected CCIT Member's pro rata share of the total principal dollar amount of such CCIT Transactions originally with the Defaulting Member in respect of which the Corporation needs financing, with such pro rata share being determined by reference to the total dollar amount of such Affected CCIT Member's trades with the Defaulting Member that remain unsettled (such Affected CCIT Member's "Financing Amount"),

(iv) The Corporation shall initiate repurchase transactions under the terms and conditions of the CCIT MRA with each Affected CCIT Member having a Purchase Price equal to such Affected CCIT Member's Financing Amount (each such repurchase transaction, a "CCIT MRA Transaction", shall be a "Transaction" under the CCIT MRA),

(v) The payment of the Purchase Price and the delivery of any Purchased Securities under each CCIT MRA Transaction shall be netted against the delivery obligations and related payment obligations under the original CCIT Transaction to which such CCIT MRA Transaction relates, and

(vi) Upon the initiation of a CCIT MRA Transaction, the Corporation shall cause the relevant GCF Clearing Agent Bank to transfer the Purchased Securities from an Affected CCIT Member's CCIT Account to such Affected CCIT Member's CCIT MRA Account.

(c) If (i) a Corporation Default has occurred during the term of a CCIT MRA Transaction or (ii) the Corporation has not repurchased all Purchased Securities (for purposes of this Section 14(c), as defined in the CCIT MRA) under the applicable CCIT MRA Transaction by (A) the end of the 30th calendar day after the Purchase Date (for purposes of this Section 14(c), as defined in the CCIT MRA) in the case of a CCIT MRA Transaction where the underlying security is a U.S. government agency debenture or U.S. Treasury bill, note or bond or (B) the end of the 60th calendar day after the Purchase Date in the case of a CCIT MRA Transaction where the underlying security is a mortgage-backed security (each a "CCIT MRA Termination Date"), the Affected CCIT Member may exercise the rights of a "nondefaulting party" under Section 11 of the CCIT MRA as if an "Event of Default" with respect to Seller had occurred and such Affected CCIT Member had exercised the option referred to in Section 11(a) of the CCIT MRA.

(d) It shall be an "Event of Default" with respect to Buyer under a CCIT MRA if the Corporation ceases to act for the relevant Affected CCIT Member.

(e) All delivery obligations and related payment obligations under an original CCIT Transaction in respect of which the Corporation enters into a CCIT MRA Transaction in accordance with Section 14(b) above shall be deemed satisfied by operation of this Section 14, and settlement of any such original CCIT Transaction between the Corporation and any CCIT Member shall be final notwithstanding that the Eligible Securities are not required to be delivered to the Corporation in connection with such original CCIT Transaction by the CCIT Member who was a buyer in the original CCIT Transaction (such delivery being netted against delivery to Buyer under the CCIT MRA).

(f) The Corporation and any CCIT Member may agree to enter into repurchase transactions in addition to those initiated by the Corporation pursuant to Section 14(b) above. In furtherance of the foregoing, the SIFMA MRA is hereby incorporated by reference in the Rules as a master repurchase agreement between the Corporation, as Seller, and each CCIT Member, as Buyer (the "Uncommitted CCIT MRA"); provided that, notwithstanding anything else set forth in the Uncommitted CCIT MRA:

(i) Transactions (for purposes of this Section 14(f), as defined in the Uncommitted CCIT MRA) shall only be initiated by the Corporation in accordance with this Rule 3B,

(ii) all Transactions shall be terminable only by demand of the Corporation and in accordance with this Rule 3B,

(iii) all Securities (for purposes of this Section 14(f), as defined in the Uncommitted CCIT MRA) shall be transferred by the Corporation in its sole discretion,

(iv) any and all notices, statements, demands or other communications under the Uncommitted CCIT MRA shall be given by a party to the other in accordance with the notice provisions set forth in the Rules,

(v) there shall be no Events of Default (for purposes of this Section 14(f), as defined in the Uncommitted CCIT MRA) with respect to Seller other than a Corporation Default,

(vi) Section 19(a) of the Uncommitted CCIT MRA shall be amended by adding at the end thereof before the period ", and this Agreement and each Transaction is of a type set forth in Section 5390(c)(8)(D) of Title 12 of the United States Code, as amended", and

(vii) Section 19(b) of the Uncommitted CCIT MRA shall be amended by adding at the end thereof before the period ", and a right to terminate, liquidate or accelerate as described in Section 5390(c)(8)(A) and (C) of Title 12 of the United States Code, as amended".

Section 15 – Restrictions on Access to Services by a CCIT Member, Insolvency of a CCIT Member and Wind-Down of a CCIT Member

The provisions of Rules 21 (Restrictions on Access to Services), 21A (Wind-Down of a Netting Member) and 22 (Insolvency of a Member) shall apply to CCIT Members in the same way as such provisions apply to Netting Members.

Section 16 – Procedures for When the Corporation Ceases to Act for a CCIT Member

Rule 22A (Procedures for When the Corporation Ceases to Act) shall apply when the Corporation ceases to act for a CCIT Member in the same way as such Rule applies to Netting Members, except that with respect to Section 2(b), the CCIT Member for whom the Corporation has ceased to act shall be required to return each Eligible Security that the CCIT Member is obligated to return to the Corporation against payment by the Corporation of the Contract Value.

Section 17 – Other Applicable Rules, Schedules, Interpretations and Statements

(a) Rule 1 (Definitions), Rule 22B (Corporation Default), Rule 22C (Interpretation in Relation to the Federal Deposit Insurance Corporation Act of 1991), Rule 22D (Wind-down of the Corporation), Rule 23 (Fine Payments), Rule 25 (Bills Rendered), Rule 27 (Admission to Premises of the Corporation, Powers of Attorney, Etc.), Rule 28 (Forms), Rule 29 (Release of Clearing Data), Rule 31 (Distribution Facilities), Rule 32 (Signatures), Rule 33 (Procedures), Rule 34 (Insurance), Rule 35 (Financial Reports), Rule 36 (Rule Changes), Rule 37 (Hearing Procedures), Rule 38 (Governing Law and Captions), Rule 39 (Limitations of Liability), Rule 40 (General Provisions), Rule 41 (Cross Guaranty Agreements), Rule 42 (Suspension of Rules), Rule 44 (Action by the Corporation), Rule 45 (Notices), Rule 46 (Interpretation of Terms), Rule 47 (Interpretation of Rules), Rule 48 (Disciplinary Proceedings), and Rule 50 (Market Disruption and

Force Majeure) shall apply to CCIT Members with respect to CCIT Transactions in the same way as these provisions apply to Netting Members.

(b) With respect to Rule 49 (DTCC Shareholders Agreement), CCIT Members shall be Voluntary Purchaser Participants.

(c) All Schedules that are cited in, or pertain to, the Rules cited in this Rule 3B as applying to CCIT Members shall apply to CCIT Members.

(d) Any Statements of Policy or Interpretations contained in the Rules applicable to the CCIT Service shall apply to CCIT Members unless expressly stated otherwise.

RULE 4 - CLEARING FUND AND LOSS ALLOCATION

Section 1 – Required Fund Deposits

Each Netting Member shall make and maintain on an ongoing basis a deposit to the Clearing Fund. The amount of each Netting Member's required deposit shall be determined by the Corporation in accordance with this Rule and shall be referred to as the Required Fund Deposit. The timing of payment of the Required Fund Deposit shall be determined in accordance with the provisions of Section 9 of this Rule.

A Netting Member may in its discretion maintain additional deposits at the Corporation, subject to any requirements the Corporation may establish for such excess amounts pursuant to Section 10 of this Rule. For purposes of these Rules, such additional deposits shall be deemed to be part of the Clearing Fund and the Netting Member's Actual Deposit but shall not be deemed to be part of the Netting Member's Required Fund Deposit. The Corporation shall not be required to segregate each Netting Member's Actual Deposit, but shall maintain books and records concerning the assets that constitute each Netting Member's Actual Deposit.

Section 1a – Margin Portfolio

(a) A Margin Portfolio shall consist of such Accounts of the Member and of Permitted Margin Affiliates of the Member as the Member shall designate in accordance with the Rules and Procedures of the Corporation.

(b) A Sponsoring Member Omnibus Account shall not be grouped in a Margin Portfolio with any other Accounts. An Account of a Tier Two Member shall not be grouped in a Margin Portfolio with any Accounts of a Tier One Netting Member. A Bank Netting Member shall not be permitted to group any of its Accounts in a Margin Portfolio with Accounts of a Permitted Margin Affiliate unless it can demonstrate to the satisfaction of the Corporation that, in doing so, it is in compliance with regulatory requirements applicable to it.

(c) A Broker Account shall not be grouped in a Margin Portfolio with Dealer Accounts.

(d) The Corporation shall calculate a Member's Required Fund Deposit with reference to the Margin Portfolios of the Member as set forth in this Rule 4.

Section 1b – Unadjusted GSD Margin Portfolio Amount

(a) Each Business Day, the Corporation shall determine, with respect to each Margin Portfolio, an Unadjusted GSD Margin Portfolio Amount as the sum of the following:

(i) the VaR Charge,

minus

(ii) in the case of a Margin Portfolio of a Cross Margining Participant that is subject to one or more Cross-Margining Arrangements, in the discretion of the Corporation, an amount not to exceed the sum of any applicable Cross-Margining

Reductions, calculated on the current Business Day for such Cross-Margining Participant in accordance with the applicable Cross-Margining Agreements,

plus

(iii) in the case of a Margin Portfolio of a GCF Counterparty, the Early Unwind Intraday Charge, if applicable,

plus or minus

(iv) in the case of a Margin Portfolio of a GCF Counterparty, the Blackout Period Exposure Adjustment, if applicable, during the monthly Blackout Period or until the applicable GCF Clearing Agent Bank updates the Pool Factors used for collateral valuation,

plus

(v) in the case of a Netting Member with backtesting deficiencies, the Backtesting Charge, if applicable,

plus

(vi) the Holiday Charge, if applicable, on the Business Day prior to a Holiday,

plus

(vii) a Margin Liquidity Adjustment Charge and an MLA Excess Amount, if applicable.

The Corporation shall determine a separate Unadjusted GSD Margin Portfolio Amount for a Netting Member's Market Professional Cross-Margining Account.

The Corporation shall have the discretion to not apply the VaR calculation(s) to Net Unsettled Positions in classes of securities whose volatility is less amenable to statistical analysis, or to Term Repo Transactions and Forward-Starting Repo Transactions (including term and forward-starting GCF Repo Transactions) whose term repo rate volatility is less amenable to statistical analysis. In lieu of such calculation, the component required with respect to such transactions shall instead be determined utilizing a haircut method based on a historic index volatility model.

The Corporation shall take into account the VaR confidence level applicable to the Member in calculating the VaR Charge. In the case of a Margin Portfolio containing accounts of Permitted Margin Affiliates, the Corporation shall apply the highest VaR confidence level applicable to the Member or its Permitted Margin Affiliates.

The Corporation shall have the discretion to calculate an additional amount ("special charge") applicable to a Margin Portfolio as determined by the Corporation from time to time in view of market conditions and other financial and operational capabilities of the Member. The

Corporation shall make any such determination based on such factors as the Corporation determines to be appropriate from time to time.

The Corporation shall calculate the Unadjusted GSD Margin Portfolio Amount applicable to a Sponsoring Member Omnibus Account, and the Sponsoring Member Omnibus Account Required Fund Deposit, subject to the provisions set forth in Section 10 of Rule 3A.

The Minimum Charge applicable to a Repo Broker shall at all times be no less than $5 million.

Once applicable minimum Clearing Fund amounts have been applied, the Corporation shall apply any applicable additional payments, charges and premiums set forth in these Rules.

Section 2 – Required Fund Deposit Requirements

(a) Each Business Day, each Netting Member shall be required to make a Required Fund Deposit to the Clearing Fund equal to the amounts derived pursuant to the provisions of Sections 1, 1a and 1b of this Rule 4 (the "Total Amount"). A Netting Member that has a Margin Portfolio that consists of a Market Professional Cross-Margining Account shall be required to make an additional Required Fund Deposit to the Clearing Fund associated with the activity of such Margin Portfolio. Unless otherwise expressly provided, references in these Rules that pertain to Required Fund Deposits shall apply to the Required Fund Deposits associated with a Netting Member's Market Professional Cross-Margining Account.

A Netting Member's Required Fund Deposit shall be reported daily, and payment shall be due by the time specified in the Corporation's procedures; however, such payment shall not be due on a given day if: (a) the difference between the amount of a Member's Required-Fund Deposit as reported on that day, and the amount then on deposit towards satisfaction thereof is less than both (i) $250,000, and (ii) 25 percent of the amount then on deposit; and (b) the Member is not on the Watch List.

(b) The Corporation shall calculate the Sponsoring Member Omnibus Account Required Fund Deposit in the manner set forth in Section 10 of Rule 3A.

(c) The initial Required Fund Deposit of each Netting Member, other than a Repo Broker, shall be set by the Corporation based upon the expected nature and level of such Member's activity.

(d) Notwithstanding anything to the contrary in this Rule, the Corporation may require a Netting Member to make and maintain a higher Required Fund Deposit than the amount as noted above, if the Corporation determines that such higher Required Fund Deposit is necessary to protect the Corporation and its Members from the risk (the "Legal Risk") that the Corporation, as a result of a law, rule or regulation applicable to a Netting Member, including a Netting Member's insolvency or bankruptcy, may be delayed or prohibited from: (i) accessing any portion of the Netting Member's Required Fund Deposit, (ii) netting, closing out or liquidating transactions, or setting off obligations, or taking any other action contemplated by Rule 4 (Clearing Fund and Loss Allocation), Rule 21 (Restrictions on Access to Services), Rule 22 (insolvency of a Member) or

Rule 22A (Procedures for When the Corporation Ceases to Act), or (iii) otherwise exercising its rights pursuant to these Rules.

(e) Notwithstanding anything to the contrary in this Rule, the Corporation may require a Netting Member's Required Fund Deposit to be in proportions of cash, Eligible Clearing Fund Securities and Eligible Letters of Credit that the Corporation determines to be necessary to protect itself and its Members from Legal Risk.

(f) Notwithstanding anything to the contrary above, the Corporation, in its sole discretion, may secure a loan made to a Repo Broker for purposes of satisfying that Repo Broker's Funds-Only Settlement Amount obligation with that Repo Broker's Clearing Fund deposit made to the Corporation.

Section 2a – Intraday Calculation of VaR Amounts - Intraday Supplemental Fund Deposit

Pursuant to procedures established by the Corporation, the Corporation shall re-calculate intraday, each Business Day, at the times established by the Corporation for this purpose, the amount of the intraday VaR Charge applicable to each Margin Portfolio of a Member, based upon the open positions in such Margin Portfolio at a designated time intraday, for purposes of establishing whether a Member shall be required to make payment of an additional amount (the Member's "Intraday Supplemental Fund Deposit") to its Required Fund Deposit. Such additional amount shall be deemed part of the Member's Required Fund Deposit for all purposes under these Rules.

The Corporation shall establish procedures for collection of an amount calculated in respect of a Member's Intraday Supplemental Fund Deposit, including parameters regarding threshold amounts that require payment, and the form and time by which payment is required to be made to the Corporation. The Corporation reserves the right to require a Member or Members generally to make additional Intraday Supplemental Fund Deposits if the Corporation determines it to be necessary to protect itself and its Members in response to factors such as market conditions or financial or operational capabilities affecting a Member or Members generally.

In addition to the above, Repo Parties will also be subject to the provisions of this Section 2a with respect to their pending (non-DK'ed) Demand Trades with Repo Brokers.

Section 3 – Form of Deposit

Subject to the provisions of Section 2 of this Rule governing the computation of a Netting Member's Required Fund Deposit, and the limitations of this Section 3, Section 3a and Section 3b, a Netting Member's deposits to the Clearing Fund may be in the form of:

(a) cash, or

(b) an open account indebtedness fully secured by Eligible Clearing Fund Securities.

A minimum of 40 percent of the Netting Member's Required Fund Deposit shall be made in the form of cash and/or Eligible Clearing Fund Treasury Securities.

The lesser of $5,000,000 or 10 percent of the Required Fund Deposit, with a minimum of $100,000, must be made and maintained in cash, with the remaining portion of the Required Fund Deposit to be made and maintained in the form specified in this Section 3. The previous sentence shall also apply to a Sponsoring Member Omnibus Account, but shall not apply to the individual Sponsored Members whose activity is presented by such Account.

Section 3a– Special Provisions Related to Deposits of Cash

Cash deposits to the Clearing Fund shall be made in immediately-available funds. The Corporation may invest any cash in the Clearing Fund, including (i) cash deposited by a Netting Member as part of its Actual Deposit, (ii) the proceeds of (x) any loans made to the Corporation secured by the pledge by the Corporation of Eligible Clearing Fund Securities pledged to the Corporation or (y) any sales of Eligible Clearing Fund Securities pledged to the Corporation, (iii) cash receipts from any investment of, repurchase or reverse repurchase agreements relating to, or liquidation of, Clearing Fund assets, and (iv) cash payments on Eligible Letters of Credit (collectively, "Clearing Fund Cash") in accordance with the Clearing Agency Investment Policy adopted by the Corporation.

Each Netting Member shall be entitled to any interest earned or paid on Clearing Fund cash deposits.

Section 3b – Special Provisions Related to Eligible Clearing Fund Securities

(a) Any deposits of Eligible Clearing Fund Agency Securities or Eligible Clearing Fund Mortgage-Backed Securities, respectively, in excess of 25 percent of the Member's Required Fund Deposit will be subject to an additional haircut equal to twice the percentage as specified in the haircut schedule.

(b) No more than 20 percent of the Required Fund Deposit may be in the form of Eligible Clearing Fund Agency Securities that are of a single issuer and no Member may post as eligible collateral Eligible Clearing Fund Agency Securities of which it is the issuer.

(c) A Member may post as eligible collateral Eligible Clearing Fund Mortgage-Backed Securities of which it is the issuer, however such collateral will be subject to a premium haircut as specified in the haircut schedule.

Eligible Clearing Fund Securities that are used to secure an open account indebtedness must be pledged to the Corporation on such terms and conditions as it may require, and be delivered to the Corporation or to the Corporation's account at a financial institution designated by the Corporation. The valuation of such Eligible Clearing Fund Securities shall be at current market value, which shall be determined by the Corporation not less frequently than on a daily basis. All Eligible Clearing Fund Securities shall be subject to a haircut set forth in these Rules. The Corporation has the right, in its discretion, to refuse to accept a particular type of Eligible Clearing Fund Security as a permissible form of Clearing Fund deposit.

Upon appropriate notice to the Corporation, pursuant to procedures that the Corporation establishes for such purpose, and subject to reasonable time constraints imposed by the Corporation based on its operational and administrative capacities, a Netting Member may

substitute and/or withdraw Eligible Clearing Fund Securities from pledge and deposit, provided that the Netting Member has, effective immediately prior to the withdrawal, taken appropriate action to maintain its Required Fund Deposit. Notwithstanding the above sentence, the Corporation may decline to permit a substitution or withdrawal on a given Business Day later than one hour prior to the close of the securities Fedwire on such day. Any interest on Eligible Clearing Fund Securities deposited by a Netting Member to secure a Clearing Fund open account indebtedness that is received by the Corporation shall be credited to the Netting Member's cash deposits to the Clearing Fund, except in the event of a default by such Netting Member on any obligations to the Corporation under these Rules, in which case the Corporation may exercise its rights under Section 6 of this Rule.

Section 4 - Lien

As security for any and all obligations and liabilities of a Netting Member to the Corporation, including, without limitation, the obligations of the Netting Member's Permitted Margin Affiliate to the Corporation, any obligation or liability of a Netting Member pursuant to a Cross-Margining Agreement, any Reimbursement Obligation of a Cross-Margining Participant to the Corporation pursuant to Section 3 of Rule 43, any obligation of a Cross-Margining Beneficiary Participant to reimburse the Corporation pursuant to Section 7 of Rule 43, any obligation of a Cross-Guaranty Defaulting Member to reimburse the Corporation pursuant to Section 2 of Rule 41 or any obligation of a Cross-Guaranty Beneficiary Member to reimburse the Corporation pursuant to Section 5 of Rule 41, each such Netting Member grants to the Corporation a first priority perfected security interest in its right, title and interest in and to any Eligible Clearing Fund Securities, funds and assets pledged to the Corporation to secure the Netting Member's open account indebtedness or placed by a Netting Member in the possession of the Corporation (or its agents acting on its behalf), including all securities and cash on deposit with the Corporation or its agents pursuant to this Rule and Rule 13 (collectively with any Eligible Letters of Credit issued on behalf of a Netting Member in favor of the Corporation, the Netting Member's "Actual Deposit"). The Corporation shall be entitled to exercise the rights of a pledgee under common law and a secured party under Articles 8 and 9 of the New York Uniform Commercial Code with respect to such assets.

Section 5 - Use of Clearing Fund

The Clearing Fund shall only be used by the Corporation (i) to secure each Member's performance of obligations to the Corporation, including, without limitation, each Member's obligations with respect to any loss allocations as set forth in Section 7 of this Rule and any obligations arising from a Cross-Guaranty Agreement pursuant to Rule 41 or a Cross-Margining Agreement pursuant to Rule 43, (ii) to provide liquidity to the Corporation to meet its settlement obligations, including, without limitation, through the direct use of cash in the Clearing Fund or through the pledge or rehypothecation of pledged Eligible Clearing Fund Securities in order to secure liquidity, and (iii) for investment as set forth in Section 3a of this Rule.

Each time the Corporation uses any part of the Clearing Fund pursuant to clause (ii) in the preceding paragraph for more than 30 calendar days, the Corporation, at the Close of Business on the 30th calendar day (or on the first Business Day thereafter) from the day of such use, shall consider the amount used but not yet repaid as a loss to the Clearing Fund incurred as a result of a

Defaulting Member Event and immediately allocate such loss in accordance with Section 7 of this Rule.

Section 6 - Application of Clearing Fund Deposits and Other Amounts to Defaulting Members' Obligations

Any loss or liability incurred by the Corporation as the result of the failure of a Defaulting Member to fulfill its obligations to the Corporation shall be satisfied as set forth in this Section 6.

The Corporation shall apply (a) any Clearing Fund deposits, Funds-Only Settlement Amounts, and any other collateral or assets held by the Corporation securing such Defaulting Member's obligations to the Corporation, (b) any Clearing Fund deposits, Funds-Only Settlement Amounts, and other collateral held by the Corporation with respect to a Permitted Margin Affiliate of the Defaulting Member, (c) any proceeds of any of the foregoing, and (d) the following additional resources set forth in paragraphs (i) and (ii) below as are applicable to the Defaulting Member:

(i) If the Defaulting Member is a Cross-Margining Participant, the Corporation shall apply any amounts available from an FCO under a Cross-Margining Guaranty either upon receipt or at the time described in Section 5(b) of Rule 43.

(ii) If the Defaulting Member is a Cross-Guaranty Defaulting Member, the Corporation shall apply any amounts available under a Cross-Guaranty Agreement (subject to an applicable Cross-Margining Agreement) either upon receipt or at the time described in Section 3(b) of Rule 41.

If the Corporation applies a Defaulting Member's Clearing Fund deposits as permitted by this Rule, the Corporation may take any and all actions with respect to the Defaulting Member's Actual Deposit, including the assignment, transfer, and sale of any Eligible Clearing Fund Securities, that the Corporation determines is appropriate.

In the event that the Corporation makes a payment to an FCO under a Cross-Margining Guaranty and the Cross-Margining Participant that incurs a Reimbursement Obligation representing the amount of such payment fails to promptly satisfy the Reimbursement Obligation, the Corporation may in its discretion, and without treating such Cross-Margining Participant as a Defaulting Member, treat such payment as a loss to be allocated in accordance with this Section and Section 7 of this Rule.

Section 7 - Loss Allocation Waterfall, Off-the-Market Transactions

For the purposes of this Rule, the following terms shall have the following meanings:

"Defaulting Member" shall mean a Member for which the Corporation has ceased to act pursuant to Rule 21 or Rule 22.

"Defaulting Member Event" shall mean the determination by the Corporation to cease to act for a Member pursuant to Rule 21 or Rule 22.

"Declared Non-Default Loss Event" shall mean the determination by the Board of Directors that a loss or liability incident to the clearance and settlement business of the Corporation may be a significant and substantial loss or liability that may materially impair the ability of the Corporation to provide clearance and settlement services in an orderly manner and will potentially generate losses to be mutualized among Members in order to ensure that the Corporation may continue to offer clearance and settlement services in an orderly manner.

Each Member shall be obligated to the Corporation for the entire amount of any loss or liability incurred by the Corporation arising out of or relating to any Defaulting Member Event with respect to such Member. To the extent that such loss or liability is not satisfied pursuant to Section 6 of this Rule 4, the Corporation shall apply a Corporate Contribution thereto and charge the remaining amount of such loss or liability ratably to other Members, as further provided below.

If the Corporation incurs a loss or liability arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, the Corporation shall address the loss or liability as follows:

The Corporation shall apply the Corporate Contribution to losses and liabilities that arise out of or relate to one or more Defaulting Member Events and/or Declared Non-Default Loss Events that occur within an Event Period. If losses and liabilities with respect to such Event Period remain unsatisfied following application of the Corporate Contribution, the Corporation shall allocate such losses and liabilities to Members, subject to the requirements and limitations below.

If the loss or liability with respect to an Event Period results from one or more Defaulting Member Events, the Corporation shall determine the amount of such loss or liability that is attributable to Tier One Netting Members and the amount of such loss or liability that is attributable to Tier Two Members. If the loss or liability with respect to an Event Period results from one or more Declared Non-Default Loss Events, the amount of such loss or liability shall be attributable to Tier One Netting Members. Tier Two Members shall not be subject to loss allocation with respect to Declared Non-Default Loss Events.

To the extent that a loss or liability of the Corporation is determined by the Corporation to arise in connection with the close-out or liquidation of an Off-the-Market Transaction in the portfolio of a Defaulting Member, it shall be allocated directly and entirely to the Member that was the counterparty to such Off-the-Market Transaction.

No loss allocation under this Rule shall constitute a waiver of any claim the Corporation may have against a Member for any losses or liabilities, including, without limitation, any loss or liability to which the Member is subject under these Rules. If the Corporation allocates losses or liabilities pursuant to this Rule and subsequently recovers amounts against such allocated losses or liabilities, in whole or in part, the net amount of the recovery shall be credited to the Persons, including the Corporation, against whom the losses were charged in proportion to the amounts charged against them.

Tier One Netting Members

Defaulting Member Events and/or Declared Non-Default Loss Events that occur within a period of ten (10) Business Days (an "Event Period") shall be grouped together for purposes of applying the limits on loss allocation set forth in this Rule.

In the case of a Defaulting Member Event, an Event Period begins on the day the Corporation notifies Members that it has ceased to act for the Defaulting Member (or the next Business Day, if such day is not a Business Day).

In the case of a Declared Non-Default Loss Event, an Event Period begins on the day that the Corporation notifies Members of the Declared Non-Default Loss Event (or the next Business Day, if such day is not a Business Day), which notification shall be issued promptly following any such determination. If a subsequent Defaulting Member Event or Declared Non-Default Loss Event occurs during an Event Period, any losses or liabilities arising out of or relating to any such subsequent event shall be resolved as losses or liabilities that are part of the same Event Period, without extending the duration of such Event Period.

Each Tier One Netting Member that is a Tier One Netting Member on the first day of an Event Period shall be obligated to pay its pro rata share of losses and liabilities arising out of or relating to each Defaulting Member Event (other than a Defaulting Member Event with respect to which it is the Defaulting Member) and each Declared Non-Default Loss Event occurring during the Event Period. Any Tier One Netting Member for which the Corporation ceases to act on a non-Business Day, triggering an Event Period that commences on the next Business Day, shall be deemed to be a Tier One Netting Member on the first day of that Event Period.

A loss allocation "round" means a series of loss allocations relating to an Event Period, the aggregate amount of which is limited by the sum of the Loss Allocation Caps of affected Tier One Netting Members (a "round cap"). When the aggregate amount of losses allocated in a round equals the round cap, any additional losses relating to the applicable Event Period would be allocated in one or more subsequent rounds, in each case subject to a round cap for that round. The Corporation may continue the loss allocation process in successive rounds until all losses from the Event Period are allocated among Tier One Netting Members who have not submitted a Loss Allocation Withdrawal Notice in accordance with Section 7b of this Rule.

Each loss allocation shall be communicated to Tier One Netting Members by the issuance of a notice that advises the Tier One Netting Members of the amount being allocated to them ("Loss Allocation Notice"). Each Tier One Netting Member's pro rata share of losses and liabilities to be allocated in any round shall be equal to (i) the average of its Required Fund Deposit for the seventy (70) Business Days preceding the first day of the applicable Event Period or such shorter period of time that the Tier One Netting Member has been a Tier One Netting Member (each Tier One Netting Member's "Average RFD"), divided by (ii) the sum of Average RFD amounts of all Tier One Netting Members subject to loss allocation in such round.

Each Loss Allocation Notice shall specify the relevant Event Period and the round to which it relates. The first Loss Allocation Notice in any first, second, or subsequent round shall expressly state that such Loss Allocation Notice reflects the beginning of the first, second, or subsequent

round, as the case may be, and that each Tier One Netting Member in that round has five (5) Business Days from the issuance of such first Loss Allocation Notice for the round to notify the Corporation of its election to withdraw from membership pursuant to Section 7b of this Rule, and thereby benefit from its Loss Allocation Cap. The "Loss Allocation Cap" of a Tier One Netting Member shall be equal to the greater of (x) its Required Fund Deposit on the first day of the applicable Event Period and (y) its Average RFD.

After a first round of loss allocations with respect to an Event Period, only Tier One Netting Members that have not submitted a Loss Allocation Withdrawal Notice in accordance with Section 7b of this Rule shall be subject to further loss allocation with respect to that Event Period.

Notwithstanding the foregoing, however, an Inter-Dealer Broker Netting Member, or a Non-IDB Repo Broker with respect to activity in its Segregated Repo Account, shall not be subject to an aggregate loss allocation in an amount greater than $5 million pursuant to this Section 7 for losses and liabilities resulting from an Event Period.

For purposes of calculating the pro rata share of losses and liabilities and the Loss Allocation Cap pursuant to the previous paragraph, the Corporation shall not count toward a Tier One Netting Member's Required Fund Deposit any increased Clearing Fund deposit that the Tier One Netting Member may be subject to pursuant to Section 2(d) of this Rule.

Tier One Netting Members shall pay to the Corporation the amount specified in any first round Loss Allocation Notice on the second Business Day after the Corporation issues any such notice. Tier One Netting Members shall pay to the Corporation the amount specified in any subsequent round Loss Allocation Notice on the second Business Day after the Corporation issues such notice, unless the Tier One Netting Member has timely notified (or will timely notify) the Corporation of its election to withdraw from membership with respect to a prior loss allocation round, pursuant to Section 7b of this Rule.

To the extent that a Tier One Netting Member's Loss Allocation Cap exceeds the Tier One Netting Member's Required Fund Deposit on the first day of the applicable Event Period, the Corporation may, in its discretion, retain any excess amounts on deposit from the Tier One Netting Member, up to the Tier One Netting Member's Loss Allocation Cap.

If a Tier One Netting Member fails to make payment to the Corporation in respect of a Loss Allocation Notice by the time such payment is due, the Corporation shall have the right to proceed against such Tier One Netting Member as a Defaulting Member that has failed to satisfy an obligation in accordance with Section 6 of this Rule.

If a Tier One Netting Member notifies the Corporation of its election to withdraw from membership pursuant to Section 7b of this Rule, the Tier One Netting Member shall comply with the provisions of Section 7b of this Rule. If, after notifying the Corporation of its election to withdraw from membership pursuant to Section 7b of this Rule, the Tier One Netting Member fails to comply with the provisions of Section 7b of this Rule, its notice of withdrawal shall be deemed void and any further losses resulting from the applicable Event Period may be allocated against it as if it had not given such notice.

A Tier One Netting Member that elects to withdraw pursuant to Section 7b of this Rule shall not be eligible to re-apply to become a Comparison-Only Member or a Netting Member unless, prior to submitting such application, it makes the payment(s) to the Corporation that would have been due pursuant to Section 7 of this Rule as if the Tier One Netting Member had not withdrawn, together with interest on that amount at the average of the Federal Funds Rate plus one percent, calculated from the date on which the Event Period began.

Tier Two Members

To the extent there is a loss or liability payable by Tier Two Members, such loss or liability shall be allocated to Tier Two Members.

If the Tier Two Members are not CCIT Members ("Tier Two Non-CCIT Members"), the allocation will be based upon their trading activity with the Defaulting Member that resulted in a loss or liability. The Corporation shall assess such loss or liability against the Tier Two Non-CCIT Members ratably based upon their loss or liability as a percentage of the entire amount of the loss or liability attributable to such Tier Two Non-CCIT Members. Such Tier Two Non-CCIT Members with a bilateral liquidation profit will not be allocated any portion of the loss or liability otherwise attributable to Tier Two Members.

If the Tier Two Members are CCIT Members ("Tier Two CCIT Members"), the allocation will be based upon their open trading activity with the Defaulting Member that resulted in a loss or liability. The Corporation shall assess such loss or liability against the Tier Two CCIT Members ratably based upon a percentage of the loss or liability attributable to each Tier Two CCIT Member's specific Generic CUSIP that it had open with the Defaulting Member. Such Tier Two CCIT Members with a bilateral liquidation profit will not be allocated any portion of the loss or liability otherwise attributable to Tier Two Members.

If a Tier Two Member fails to make payment to the Corporation in respect of a Loss Allocation Notice by the time such payment is due, the Corporation shall have the right to proceed against such Tier Two Member as a Defaulting Member that has failed to satisfy an obligation in accordance with Section 6 of this Rule.

Section 7a – Corporate Contribution

For any loss allocation pursuant to Section 7 of this Rule, whether arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, the Corporation's corporate contribution to losses or liabilities that are incurred by the Corporation with respect to an Event Period ("Corporate Contribution") shall be an amount that is equal to fifty (50) percent of the amount calculated by the Corporation in respect of its General Business Risk Capital Requirement as of the end of the calendar quarter immediately preceding the Event Period. The Corporation's General Business Risk Capital Requirement, as defined in its Clearing Agency Policy on Capital Requirements, is, at a minimum, equal to the regulatory capital that the Corporation is required to maintain in compliance with Rule 17Ad-22(e)(15) under the Exchange Act. If the Corporate Contribution is applied by the Corporation against a loss or liability relating to an Event Period, whether arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, the Corporate Contribution for any subsequent Event Periods occurring during the two

hundred fifty (250) Business Days thereafter shall be reduced to the remaining unused portion of the Corporate Contribution amount that applied for the first Event Period. The Corporation shall notify Members of any such reduction to the Corporate Contribution. The Corporation shall maintain one Corporate Contribution, the amount of which is available to both the Government Securities Division and the Mortgage-Backed Securities Division, and would be applied against a loss or liability in either Division in the order in which such loss or liability occurs. In the event of a loss or liability relating to an Event Period, whether arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, attributable to only one Division, the Corporate Contribution shall be applied to that Division up to the amount then available. If a loss or liability relating to an Event Period, whether arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, occurs simultaneously at both Divisions, the Corporate Contribution shall be applied to the respective Division in the same proportion that the aggregate Average RFDs of all members in that Division bears to the aggregate Average RFDs of all members in both Divisions.

Nothing in these Rules shall prevent the Corporation from voluntarily applying amounts greater than the Corporate Contribution against any loss or liability of the Corporation, whether arising out of or relating to a Defaulting Member Event or a Declared Non-Default Loss Event, if the Board of Directors, in its sole discretion, believes such to be appropriate under the factual situation existing at the time.

Section 7b – Withdrawal Following Loss Allocation

If a Tier One Netting Member timely notifies the Corporation of its election to withdraw from membership in respect of a loss allocation round as set forth in Section 7 of this Rule ("Loss Allocation Withdrawal Notice"), the Tier One Netting Member shall:

(i) specify in the Loss Allocation Withdrawal Notice an effective date for its withdrawal from membership, which date shall not be prior to the scheduled final settlement date of any remaining obligation owed by the Tier One Netting Member to the Corporation, unless otherwise approved by the Corporation; and

(ii) as of the time of such Tier One Netting Member's submission of the Loss Allocation Withdrawal Notice to the Corporation, cease submitting transactions to the Corporation for processing, clearance or settlement, unless otherwise approved by the Corporation.

A Tier One Netting Member that withdraws in compliance with the requirements of this section shall nevertheless remain obligated for its pro rata share of losses and liabilities with respect to any Event Period for which it is otherwise obligated hereunder; however, its aggregate obligation shall be limited to the amount of its Loss Allocation Cap (as fixed in the round for which it withdrew).

If the Tier One Netting Member fails to comply with the requirements in this section, its Loss Allocation Withdrawal Notice will be deemed void, and the Tier One Netting Member will remain subject to further loss allocations pursuant to Section 7 of this Rule as if it had not given such Loss Allocation Withdrawal Notice.

Section 8 – Return of Members' Clearing Fund Deposits

If a Member gives notice to the Corporation of its election to withdraw from membership, the Member's Actual Deposit in the form of (i) cash or securities shall be returned to it within thirty (30) calendar days and (ii) Eligible Letters of Credit shall be returned to it within ninety (90) calendar days, after all of its transactions have settled and all matured and contingent obligations to the Corporation for which the Member was responsible while a Member have been satisfied.

Notwithstanding anything else contained in these Rules, the Corporation may retain an amount equal to any Cross-Guaranty Repayment Deposit and/or Cross-Margining Repayment Deposit of any Member until such time as the Corporation determines that such Member is no longer liable to the Corporation under Rule 41 "Cross Guaranty Agreements" and/or Rule 43 "Cross-Margining Arrangements", to reimburse the Corporation for any Cross-Guaranty Repayment or Cross-Margining Repayment, respectively, that the Corporation may be obligated to make under any relevant Cross-Guaranty Agreement or Cross-Margining Agreement.

Section 9 - Initial Required Fund Deposit and Changes in Members' Required Fund Deposits

The initial Required Fund Deposit of a Netting Member shall be required to be deposited into the Clearing Fund prior to the Business Day on which such Person becomes a Netting Member in accordance with the Corporation's procedures.

A Netting Member must increase the amount of its deposit to the Clearing Fund (by the deposit of cash, Eligible Netting Securities, and/or Eligible Letters of Credit subject to the requirements of this Rule) by the Required Fund Deposit Deadline on any Business Day that such Netting Member's Actual Deposit is less than its Required Fund Deposit as set forth in the Report listing such, subject to the conditions included in Section 2 of this Rule 4. If there is an increase in a Netting Member's Required Fund Deposit, at the time the increase becomes effective, the Netting Member's obligations to the Corporation shall be determined in accordance with the increased Required Fund Deposit whether or not the Netting Member has satisfied such increased amount.

If the Corporation applies a Netting Member's Clearing Fund deposits as permitted pursuant to this Rule, the Corporation may take any and all actions with respect to the Netting Member's Actual Deposit, including assignment, transfer, and sale of any Eligible Clearing Fund Securities, that the Corporation determines is appropriate. If such application results in any deficiency in the Netting Member's Required Fund Deposit, the Netting Member shall immediately replenish it. If the Netting Member fails to do so, the Corporation may take disciplinary action against such Netting Member pursuant to Rule 21 or Rule 48. Any disciplinary action that the Corporation takes pursuant to Rule 21 or Rule 48 or the voluntary or involuntary cessation of membership shall not affect the Netting Member's obligations to the Corporation or any remedy to which the Corporation may be entitled under applicable law.

The Corporation retains discretion to extend the Required Fund Deposit Deadline on any Business Day if there are operational or system difficulties that would reasonably prevent Members from satisfying Required Fund Deposit deficits by the time specified in the Corporation's procedures.

Notwithstanding the foregoing, the Corporation may require a Netting Member or Netting Members generally to deposit additional amounts to their Clearing Fund deposit on an intraday basis if the Corporation believes such action is necessary to protect itself and its Members.

Section 10 - Excess Clearing Fund Deposits

The Corporation shall determine with such frequency as it shall from time to time specify, whether the amount deposited by a Member in the Clearing Fund is in excess of its Required Fund Deposit (hereinafter, "Excess Clearing Fund Deposit"). On any day that the Corporation has determined that an Excess Clearing Fund Deposit exists with respect to any Member, the Corporation will, in the form and manner required by the Corporation, notify each such Member of such excess. Subject to the Corporation's rights under these Rules to require additional amounts to be deposited by a Member, upon a Member's request, and in accordance with such procedures as the Corporation may set forth from time to time, the Corporation shall return to the Member such amount of its excess cash on deposit (subject to the minimum amount of cash required to be maintained in the Clearing Fund) and/or pledged Eligible Clearing Fund Securities (valued at their collateral value on the day of such withdrawal) as the Member requests. Notwithstanding the foregoing, at the discretion of the Corporation, some or all of the Excess Clearing Fund Deposit may not be returned if the Member has an outstanding payment obligation to the Corporation, if the Corporation determines that the Member's anticipated Funds-Only Settlement Amounts or Net Settlement Positions in the near future may reasonably be expected to be materially different than those of the recent past or if the Member is on the Watch List.

In addition, the return of an Excess Clearing Fund Deposit amount to any Member is subject to the following limitations: (1) such return of Excess Clearing Fund Deposit shall not be done in a manner that would cause the Member to violate any other Section of these Rules; (2) Excess Clearing Fund Deposit shall not be returned to a Member to the extent that such return would reduce the amount of the Member's Cross-Guaranty Repayment Deposit to the Clearing Fund below the amount required to be maintained pursuant to Section 4 of Rule 41; and (3) Excess Clearing Fund Deposit shall not be returned to a Member to the extent that such return would reduce the amount of the Member's Cross-Margining Repayment Deposit to the Clearing Fund below the amount required to be maintained pursuant to Section 6 of Rule 43.

The provisions of this section shall not limit the rights or remedies of the Corporation as provided in Section 7 of Rule 3.

Section 11 - Corporation's Authority to Pledge and Assign

In furtherance of the rights of the Corporation pursuant to these Rules, the Corporation shall have In furtherance of the rights of the Corporation pursuant to these Rules, the Corporation shall have full power and authority to pledge, repledge, hypothecate, transfer, create a security interest in, or assign any and all Actual Deposits and any proceeds thereof for the purpose of securing loans made to the Corporation (the party making any such loan to the Corporation hereinafter referred to as the "Lender"); provided that the proceeds of such loans are used for a purpose permissible under Section 3 and Section 5 of this Rule. Such loans shall be on terms and conditions deemed necessary or advisable by the Corporation (including collateralization thereof) in its sole discretion, and may be in amounts greater, and extend for periods of time longer, than

the obligations, if any, of any Member to the Corporation for which such property and Eligible Letters of Credit (if any) were pledged to or deposited with the Corporation. Notwithstanding the above, the Corporation shall remain obligated to each such Member to return, and to allow substitution for or withdrawal of, cash, and Eligible Clearing Fund Securities, and Eligible Letters of Credit (if any) pledged or deposited by such Member as a Clearing Fund deposit, or otherwise to collateralize such Member's obligations to the Corporation, under the circumstances and within the timeframes specified in these Rules. In the event of any conflict or inconsistency between this Rule 4 and any agreement between the Corporation and any Member, this Rule 4 shall govern and prevail.

Section 12 – Clearance and Settlement Business of the Corporation

For purposes of this Rule 4, references to the clearance and settlement business of the Corporation shall include its business as a Securities Intermediary.

RULE 5 - COMPARISON SYSTEM

Section 1 - General

Trade comparison, which consists of the reporting, validating, and, in some cases, matching by the Corporation of the long and short sides of a securities trade, including a Repo Transaction, to ensure that the details of such trade are in agreement between the parties, is the first step in the clearance and settlement process for securities transactions. A Member of the Comparison System must submit to the Corporation for comparison trade data on all of its trades that are of the type processed by the Corporation (including trades executed and settled on the same day), calling for delivery of Eligible Securities, between it or an Executing Firm on whose behalf it is acting, and another Member or an Executing Firm on whose behalf it or another Member is acting. If the Corporation determines that a Comparison-Only Member has, without good cause, violated its obligations pursuant to this section, such Comparison–Only Member may be reported to the appropriate regulatory body, put on the Watch List and/or be subject to enhanced surveillance pursuant to Rule 3, or subject to an additional fee. In addition, the Corporation may discipline a Comparison-Only Member for a violation of this section in accordance with Rule 48.

Trade data may be entered via any means permitted by the Corporation, and must include such identifying detail as the Corporation may require. As trade data are submitted to the Corporation, the Corporation shall generate output indicating that such trade data: (1) is compared, (2) is uncompared, (3) comparison is requested with regard to ("comparison requested"), and/or (4) has been deleted from the Comparison System.

Section 2 – Three Types of Comparison

Trade data may be submitted to the Corporation for Bilateral Comparison (Rule 6A), Demand Comparison (Rule 6B), or Locked-In Comparison (Rule 6C).

Section 3 – Trade Submission Communication Methods

Trade data may be submitted to the Corporation using the Interactive Submission Method, the Multiple Batch Submission Method, or the Single Batch Submission Method. Members and other authorized submitters must use the trade submission method(s) required by the Corporation with respect to each type of comparison.

Section 4 – Submission Size Alternatives

The following requirements shall apply to all trades that are submitted to the Corporation by a Member, including all trades that are submitted on behalf of any Affiliate or Executing Firm.

A trade with a par value of $50 million or less must be submitted to the Corporation in the full size and in the exact amount in which the trade was executed. Trades for over $50 million must be submitted in an equivalent number of $50 million trades and a single tail for the remaining amount.

Notwithstanding the above: (i) GCF Repo Transactions must be submitted exactly as executed, and (ii) when the Corporation deems it appropriate and advises Members of such,

Members using the Interactive Submission Method may submit Full-Sized Trades exactly as executed, for amounts over $50 million. The Corporation shall establish procedures governing the manner in which the Corporation shall compare Full-Sized Trades to trades submitted in pieces and the order in which such comparison shall occur. The Corporation shall inform Members of these procedures by notice prior to their implementation.

The Corporation may discipline a Member for a violation of this section in accordance with Rule 48.

Section 5 – General Responsibilities of Members in the Comparison System

Trade data submitted to the Corporation by a Member or on behalf of a Member by an authorized submitter shall be submitted in the form and manner, and in accordance with the time schedules, prescribed by, or pursuant to, these Rules or otherwise by the Corporation.

The name of a Member printed, stamped or written on any form, document or other item issued by it pursuant to this Rule shall be deemed to have been adopted by it as its signature and shall be valid and binding upon it in all respects as though it had manually affixed its signature to such form, document or other item.

Each Member shall promptly review each Report it receives from the Corporation pursuant to this Rule. Any errors, omissions, or similar problems noted by a Member with respect to a Report must be promptly reported to the Corporation.

Any trade the data on which are submitted to the Corporation by a Member pursuant to these Rules which is not netted and settled through the Netting System pursuant to these Rules shall be settled directly between the parties.

Section 6 - Binding Nature of Comparisons

Comparisons generated by the Corporation, whether for data submitted on a yield basis or on a price basis, shall constitute the sole comparison for all trades in Eligible Securities for which Members have submitted data and which the Corporation has identified as Compared Trades. Each comparison generated by the Corporation as to any Compared Trade shall evidence a valid, binding and enforceable contract in respect of such Compared Trade. Except as otherwise provided in Rule 10, any confirmations, comparison or other documentary evidence of any such Compared Trade, other than the comparison generated by the Corporation, shall not affect the existence or terms and conditions of such a valid, binding and enforceable contract in respect of such Compared Trade.

Section 7 - Deletion of Trade Data by the Corporation

Trade data submitted to the Corporation shall pend in the Comparison System until the data either is compared or is deleted by the Corporation in accordance with a schedule for such deletion as is published by the Corporation from time to time, unless cancelled by Member or trade submitter action as provided for in these Rules.

Section 8 - Novation and Guaranty of Compared Trades

(a) Each Compared Trade that meets the requirements of Section 2 of Rule 11 and was entered into in good faith shall be novated to the Corporation and the Corporation shall guarantee the settlement of each such Compared Trade at the time at which comparison of such Compared Trade occurs pursuant to Rules 6A, 6B or 6C. Such Novation shall consist of the termination of the deliver, receive and related payment obligations between the Netting Members, or between a CCIT Member (or Joint Account) and a Netting Member, with respect to the Compared Trade (including, if such Compared Trade is a Repo Transaction, any Right of Substitution established by the parties) and their replacement with identical obligations to and from the Corporation in accordance with these Rules.

(b) If a trade becomes uncompared or is cancelled pursuant to these Rules, the Novation and the Corporation's guaranty of settlement of such transaction shall be reversed, cancelling the deliver, receive, and related payment obligations between the Corporation and the applicable Netting Members and, as applicable, CCIT Member (or Joint Account), created by such Novation. If a Compared Trade is modified pursuant to these Rules after Novation and such modification does not cause such trade to become uncompared, such modification shall cause a corresponding modification to the deliver, receive and related payment obligations of the relevant Netting Members and, as applicable, CCIT Member (or Joint Account), to and from the Corporation.

(c) At the time a Compared Trade is novated to the Corporation, such Compared Trade shall cease to be bound by any bilateral agreement between the parties to such Compared Trade with respect to the delivery, receive and related payment obligations. If a Compared Trade becomes uncompared or is cancelled pursuant to these Rules, such trade shall be governed by the same bilateral agreement that governed the trade before it was novated to the Corporation.

(d) If a Right of Substitution was established by the parties to a Repo Transaction, such Right of Substitution shall continue and be recognized by the Corporation after Novation.

Section 9 - As-Of Trades

Data on As-Of Trades may be submitted for comparison at any time prior to the maturity date for the Eligible Securities that underlie the trade.

RULE 6A - BILATERAL COMPARISON

Section 1 – General

Bilateral Comparison requires the matching by the Corporation of data submitted by two Members (or by an authorized submitter of one or both Members). A Member of the Comparison System may submit to the Corporation for Bilateral Comparison trade data on any Transaction, prior to its maturity date, calling for delivery of Eligible Securities, between a Member of the Comparison System or an Executing Firm on whose behalf it is acting, and another Member of the Comparison System or an Executing Firm on whose behalf it is acting. The Corporation will, in accordance with these Rules, handle the comparison of Transactions reflected in the trade data so submitted to it.

In order for the Corporation to process a trade for Bilateral Comparison, the Corporation must receive data from the long and short sides of the trade (or, if one or both of the counterparties are not Members or are Sponsoring Members, the Corporation must receive the data from the Submitting Member(s) or authorized submitters acting on its or their behalf). For a Bilateral Comparison to be generated by the Corporation, except as otherwise provided in Rule 10, Rule 22A, the Schedule of Required Match Data, or the Schedule of Money Tolerances, there must be an exact match of all Required Match Data submitted on the trade, except for contra-participant identifying information if the Corporation, acting upon the request of, and with instructions deemed appropriate by the Corporation from, a Member translates an internal contra-party identifying number submitted by such Member to a standard Member identification number established by the Corporation. Except as otherwise provided in Rule 10, if there is a money difference in a Required Match Data item within the tolerance specifications set by the Corporation in the Schedule of Money Tolerances that are relevant to the trade, the Corporation shall accept the delivering party's amount. Notwithstanding anything to the contrary in the previous sentence, the Corporation, in its sole discretion, may establish minimum amounts, maximum amounts, and other parameters for the acceptance of data submitted to the Corporation.

Items identified as uncompared by the Corporation reflect trades submitted by a Member for which the counterparty Member either did not submit data or did not submit data which matched in all respects, except as otherwise provided in these Rules. Comparison requested (advisory) data represents trades submitted by another Member against a Member.

Section 2 – Submission Method Requirements

Trade data may be submitted to the Corporation for Bilateral Comparison using the Interactive Submission Method, Multiple Batch Submission Method, or Single Batch Submission Method. A Member may use a different submission method than its counterparty or the Submitting Member acting on the counterparty's behalf.

Section 3 – Cancellation and Modification of Trade Data by Members

A Member that has submitted to the Corporation trade data for Bilateral Comparison that have not been compared may cancel such data from the Comparison System, or may modify such

data, by providing appropriate instructions to the Corporation, pursuant to the communication links, formats, timeframes, and deadlines established by the Corporation for such purpose.

Trade data submitted for Bilateral Comparison that have been compared may be cancelled from the Comparison System upon receipt by the Corporation of appropriate instructions, submitted pursuant to the communication links, formats, timeframes, and deadlines established by the Corporation for such purpose, from both Members that submitted data on the trade.

Trade data submitted for Bilateral Comparison that have been compared may be modified upon receipt by the Corporation of appropriate instructions, submitted pursuant to the communication links, formats, timeframes, and deadlines established by the Corporation for such purpose, from both Members that submitted data on the trade, except that a Compared Trade cannot be modified unilaterally by a Member if the modification would cause the trade to become uncompared.

Section 4 – Timing of Comparison

The comparison of trade data submitted to the Corporation for Bilateral Comparison shall be deemed to have occurred at the point in time at which the Corporation makes available to the Members on both sides of the Transaction a Report indicating that such trade data have been compared.

RULE 6B – DEMAND COMPARISON

Section 1—General

In order for the Corporation to process a trade for Demand Comparison, the Corporation must receive the trade data from a Demand Trade Source.

The Corporation has designated the Repo Brokers as Demand Trade Sources with respect to Brokered Repo Transactions (other than GCF Repo Transactions) that are submitted to the Corporation by the deadline established for this purpose in the Schedule of Timeframes. Brokered Repo Transactions (other than GCF Repo Transactions) submitted by the deadline noted in the previous sentence will be processed for Demand Comparison. With respect to such transactions, Repo Parties remain subject to Section 1 of Rule 5 which requires the Repo Party to also submit the transaction data to the Corporation. Brokered Repo Transactions submitted after the deadline noted in the first sentence of this paragraph will be processed for Bilateral Comparison.

Section 2—Authorization of Transmission and Receipt by the Corporation of Data on Demand Trades

With the exception of Brokered Repo Transactions (other than GCF Repo Transactions) that are required to be submitted for Demand Comparison as per Section 1 of this Rule, each Member that wishes to have a Demand Trade Source submit trade data on its behalf shall provide the Corporation, prior to the time of the making of such Demand Trade and in the form and manner required by the Corporation, with authorization for the Corporation to receive from the Demand Trade Source data on the Demand Trade. The Corporation shall not accept data from a Demand Trade Source with regard to a Member unless the Corporation previously has received such authorization from such Member.

Moreover, each Member that makes a Demand Trade shall provide the Demand Trade Source, prior to or at the time of the making of such Demand Trade and in the form and manner required by such Demand Trade Source, with sufficient authorization for the Demand Trade Source to transmit to the Corporation such data on the Demand Trade as the Corporation deems necessary.

Section 3—Submission Requirements

A Demand Trade shall be eligible for comparison by the Corporation if the submission contains all of the required data and is submitted pursuant to communications links, formats, timeframes, and deadlines established by the Corporation for such purpose. A Demand Trade Source must submit data on Demand Trades to the Corporation using the computer-to-computer Interactive Submission Method or such other means as the Corporation shall require from time to time after providing appropriate notice to Members.

Section 4—DK Notices

A Member may transmit a DK Notice to the Corporation with respect to a Demand Trade that has been submitted to the Corporation on the Member's behalf and which the Member believes

is invalid or incorrect. The receipt of a DK Notice by the Corporation with respect to a Demand Trade in the form and manner, and within the applicable timeframe for such, as established by the Corporation, shall cause the trade to become uncompared. A Member who does not submit a DK Notice with respect to a Demand Trade remains responsible for such trade under these Rules.

A Member that transmitted a DK Notice erroneously with respect to a trade submitted for Demand Comparison may withdraw the DK Notice in order to enable comparison. Such withdrawal of a DK Notice must be made in the form and manner, and within the applicable timeframe for such, as established by the Corporation for such purpose.

Section 5—Modification and Cancellation of Data

A Demand Trade Source that has submitted trade data to the Corporation for Demand Comparison may have such data cancelled from the Comparison System, or may modify such data, by providing appropriate instructions to the Corporation, in the form and manner, and within the applicable timeframe for such, as established by the Corporation for such purpose. Such unilateral modification or cancellation on the part of the Demand Trade Source may be made only until such time as the trade has been matched in the Corporation's real-time trade matching system or the Member receives comparison output from the Corporation.

A Demand Trade Source may modify a trade against which a DK Notice has been submitted in order to enable comparison. Such modification must occur by use of the appropriate instruction and within the applicable timeframe for such, as established by the Corporation for such purpose.

Section 6—Reporting of Demand Trades

Data on Demand Trades shall be reported by the Corporation to Members as part of its Comparison System output with an indication that such data have been received from a Demand Trade Source.

Section 7—Discretion of the Corporation Not to Accept Data or to Modify, Add or Cancel Data

In its sole discretion, the Corporation may decline to accept from a Demand Trade Source data on the Demand Trades of a particular Member or Members.

Notwithstanding anything to the contrary in the Rules, the Corporation shall have the authority, in order to correct or avoid an error, to unilaterally modify, add, or cancel data on any Demand Trade.

Section 8—Binding Nature of Comparison System Output on Demand Trades

Comparison System output made available by the Corporation on Demand Trades of a Member shall evidence a valid, binding and enforceable Compared Trade for purposes of these Rules, notwithstanding that such data may not be matched with corresponding data submitted to the Corporation by such Member.

Section 9—Timing of Comparison

The comparison of trade data submitted to the Corporation for Demand Comparison that meets the requirements set forth in this Rule shall be deemed to have occurred upon receipt of such trade data from the Demand Trade Source by the Corporation.

RULE 6C - LOCKED-IN COMPARISON

Section 1 - General

In order for the Corporation to process a trade for Locked-In Comparison, the Corporation must receive the trade data from a Locked-In Trade Source.

Section 2 - Authorizations of Transmission to and Receipt by the Corporation of Data on Locked-In Trades

Except with respect to Auction Purchases, which are governed by Section 3 of this Rule, each Member that wishes to have a Locked-In Trade Source submit trade data on its behalf shall provide the Corporation, prior to the time of the making of such Locked-In Trade and in the form and manner required by the Corporation, with authorization for the Corporation to receive from the Locked-In Trade Source data on the Locked-In Trade. The Corporation shall not accept data from a Locked-In Trade Source with regard to a Member unless the Corporation previously has received such authorization from such Member. With regard to GCF Repo Transactions, the Corporation shall not accept data from a GCF-Authorized Inter-Dealer Broker regarding any such Transaction unless the Corporation previously has received authorization to do so from each of the two GCF Counterparties to the GCF-Authorized Inter-Dealer Broker on such Transaction.

Moreover, each member that makes a Locked-In Trade shall provide the Locked-In Trade Source, prior to or at the time of the making of such trade and in the form and manner required by such Locked-In Trade Source, with sufficient authorization for the Locked-In Trade Source to transmit to the Corporation such data as the Corporation deems necessary on the Locked-In Trade.

Section 3 - Authorizations of Transmission to and Receipt by the Corporation of Data on Netting-Eligible Auction Purchases

With respect to Treasury Department auctions, a Netting Member that makes a Netting-Eligible Auction Purchase shall provide the Corporation and the Federal Reserve Bank through which it makes such Auction Purchase, prior to the time of the making of such Auction Purchase and in the form and manner required by the Treasury Department or the Federal Reserve Bank, as fiscal agent of the United States, and agreed to by the Corporation, with authorization for the Federal Reserve Bank to transmit to the Corporation, and the Corporation to receive from the Federal Reserve Bank, data on the Member's Auction Purchase. The Corporation shall not accept data from the Federal Reserve Bank with regard to a Member, unless the Corporation previously has received this authorization from the Member.

Section 4—Submission Requirements

A Locked-In Trade shall be eligible for comparison by the Corporation if the submission contains all of the required data and is submitted pursuant to communications links, formats, time frames, and deadlines established by the Corporation for such purpose. Except with respect to Netting-Eligible Auction Purchases, GCF Repo Transactions, and any other type of locked-in arrangement exempted from this requirement by the Corporation, a Locked-In Trade Source must submit data on Locked-In Trades using the computer-to-computer Interactive Submission Method

or such other means as the Corporation shall require from time to time after providing appropriate notice to the Members.

Section 5 - GCF Repo Transactions

A GCF Repo Transaction shall be eligible for comparison by the Corporation subject to the following conditions: (a) the data on such Transaction are submitted to the Corporation by a GCF-Authorized Inter-Dealer Broker; (b) the data are submitted pursuant to communications links, formats, timeframes and deadlines established by the Corporation for such purpose; (c) the data submission meets the requirements set forth in the Schedule of Data Items for GCF Repo Transactions; (d) the data submission meets the authorization requirements of Section 2 of this Rule; (e) the data submission meets the netting-eligibility requirements provided for in Section 2 of Rule 11; and (f) each of the two GCF Counterparties that are the counterparties (or are acting as Submitting Member for an Executing Firm that is the counterparty) to the GCF-Authorized Inter-Dealer Broker on such Transaction has a clearing arrangement with a bank authorized by the Corporation for such purpose.

Section 6—DK Notices

Except with respect to Netting-Eligible Auction Purchases, and GCF Repo Transactions, a Member may transmit a DK Notice to the Corporation with respect to a Locked-In Trade that has been submitted to the Corporation on its behalf and which the Member believes is invalid or incorrect. The receipt of a DK Notice by the Corporation with respect to a Locked-In Trade in the form and manner, and within the applicable timeframe for such, as established by the Corporation, shall be deemed to be a request for cancellation which the Corporation shall forward to the Locked-In Trade Source. The Corporation shall make such cancellation from the Comparison System only if it receives instructions from the Locked-In Trade Source to do so in the form and manner, and subject to the applicable timeframes for such, as established by the Corporation for such purpose. In response to a DK Notice, the Locked-In Trade Source may modify the trade data in order to remove the DK status.

A Member that transmitted a DK Notice erroneously with respect to a Locked-In Trade may withdraw the DK Notice, as long as the Locked-In Trade Source has not already cancelled the Locked-In Trade. Such withdrawal of a DK Notice must be made in the form and manner, and within the applicable timeframe for such, as established by the Corporation for such purpose.

Section 7 - Reporting of Locked-In Trades

Data on Locked-In Trades shall be reported by the Corporation to Members as part of its Comparison System output with an indication that such data have been received from a Locked-In Trade Source.

Section 8 - Discretion to not Accept Data

In its sole discretion, the Corporation may decline to accept from a Locked-In Trade Source data on the Locked-In Trades of a particular Member or Members, including Netting-Eligible Auction Purchases (subject to the terms and conditions agreed to by the Corporation and the Treasury Department regarding Netting-Eligible Auction Purchases.

Section 9 - Binding Nature of Comparison System Output on Locked-In Trades

Comparison System output made available by the Corporation on Locked-In Trades of a Member based on data received from a Locked-In Trade Source shall evidence a valid, binding and enforceable Compared Trade for purposes of these Rules, notwithstanding that such data are not matched with corresponding data submitted to the Corporation by such Member.

Section 10 - Modification and Cancellation of Data

A Locked-In Trade Source that has submitted to the Corporation trade data may have such data cancelled from the Comparison System, or may modify such data, by providing appropriate instructions to the Corporation, in the format and subject to the time schedules required by the Corporation.

A cancellation of a Locked-In Trade by a Locked-In Trade Source in response to a DK Notice submitted by a Member, as provided in the preceding paragraph or as provided below shall cause the trade to become uncompared.

If the Locked-In Trade Source from which a Locked-In Trade derives is a party to such Locked-In Trade, the data on the Locked-In Trade may be cancelled from the Comparison System, or may be modified, only by the provision to the Corporation of appropriate instructions from the Locked-In Trade Source.

If the Locked-In Trade Source from which a Locked-In Trade derives is not a party to such Locked-In Trade, the data on the Locked-In Trade may be cancelled from the Comparison System, or modified, upon receipt by the Corporation, in the format and subject to the time schedules required by the Corporation, of appropriate, matching instructions from each Member that is, or is submitting on behalf of a party to such Locked-In Trade, and such matching instructions shall supersede any instructions to the contrary received by the Corporation from the Locked-In Trade Source.

This Section shall not apply to Netting-Eligible Auction Purchases or GCF Repo Transactions. The cancellation and modification of data regarding such Auction Purchases are governed by the provisions of Section 11 of this Rule. The affirmation, cancellation and modification of data regarding GCF Repo Transactions are governed by the provisions of Section 12 of this Rule.

Notwithstanding anything to the contrary in this Section, the Corporation shall have the authority, in order to correct or avoid an error, to unilaterally modify, add, or cancel data on any Locked-In Trade.

Section 11 – Modification and Cancellation of Data on Netting-Eligible Auction Purchases and Related When Issued Transactions

A Federal Reserve Bank that has submitted data regarding a Netting-Eligible Auction Purchase to the Corporation may have such data cancelled from the Comparison System or may modify such data, by providing appropriate instructions to the Corporation. If a Federal Reserve Bank instructs the Corporation to cancel or modify data regarding a Netting-Eligible Auction

Purchase, the Corporation shall promptly make available, in its Comparison System output, the cancellation or modification to the Member that made such Auction Purchase.

In addition, a Member that has made a Netting-Eligible Auction Purchase in connection with a Treasury Department auction may request, through the Corporation, that the appropriate Federal Reserve Bank cancel or modify the data regarding such Auction Purchase. The Corporation shall make such a Member-requested cancellation or modification to its Comparison System, only if it receives instructions from a Federal Reserve Bank to do so.

Any cancellation of a Netting-Eligible Auction Purchase pursuant to this section shall cause the Netting-Eligible Auction Purchase to become uncompared.

The Corporation shall have the right to unilaterally modify, add or cancel data on any When Issued Transaction, in the event (i) a Treasury Department auction is cancelled or indefinitely postponed, (ii) the original Issue Date (settlement date) of a Treasury Department auction is changed, (iii) the original maturity date for a security auctioned or to be auctioned in a Treasury Department auction is changed, (iv) the original issuance amount in a Treasury Department auction is reduced, (v) a security auctioned in a Treasury Department auction that is the subject of a When Issued Transaction is not issued, or (vi) any event occurs with respect to a Treasury auction that creates an obligation to substitute securities or otherwise alter the terms of the trade pursuant to guidelines published by the Securities Industry and Financial Markets Association.

Notwithstanding anything to the contrary in this Section, the Corporation shall have the authority, in order to correct or avoid an error, to unilaterally modify, add, or cancel data on any Netting-Eligible Auction Purchase (subject to the terms and conditions agreed to by the Corporation and the Treasury Department regarding Auction Purchases).

Notwithstanding anything to the contrary in this Section, in the event that a security auctioned in a Treasury Department auction is not issued, the Corporation shall have the authority to unilaterally modify, add, or cancel data on any Netting-Eligible Auction Purchase involving that security (subject to the terms and conditions agreed to by the Corporation and the Treasury Department regarding Auction Purchases).

Section 12 - Affirmation, Cancellation, and Modification Requirements for Data on GCF Repo Transactions

Upon receipt by the Corporation of data on a GCF Repo Transaction, the Corporation shall promptly provide each of the two GCF Counterparties with such data. Each GCF Counterparty shall have the obligation to review such data, and either affirm or disaffirm such data, within the timeframe, and pursuant to procedures, established by the Corporation for such purpose. If a GCF Counterparty affirms such data within the timeframe established by the Corporation for such purpose, the Transaction shall remain compared by the Corporation. If a GCF Counterparty disaffirms such data within the timeframe established by the Corporation for such purpose, the Transaction shall be canceled and deleted by the Corporation.

If a GCF Counterparty does not either affirm or disaffirm such data within the timeframe established by the Corporation for such purpose, such GCF Counterparty shall be deemed to have affirmed such data. Should a GCF Repo Transaction be affirmed in this manner, the GCF-

Authorized Broker that submitted data on such GCF Repo Transaction nonetheless shall have an ongoing obligation to the GCF-Counterparty to respond promptly to such GCF-Counterparty's inquiries regarding trade data errors, and to act in good faith to promptly resolve any such alleged errors.

During the time period between receipt by the Corporation of data on a GCF Repo Transaction and its affirmation pursuant to the above paragraph, such data may be unilaterally cancelled by either: (a) the GCF Inter-Dealer Broker as regards either or both sides of the Repo Transaction, or (b) a GCF Counterparty as regards the side of the Repo Transaction involving it and the GCF-Authorized Inter-Dealer Broker.

After data on a GCF Repo Transaction has been affirmed, such data may be cancelled only by the combined action of the GCF Inter-Dealer Broker and a GCF Counterparty as regards their side of the Repo Transactions; one of the two parties must request a cancellation and the other must approve such request.

Any data input field on an unaffirmed GCF Repo Transaction may be modified unilaterally by a GCF-Authorized Inter-Dealer Broker. A GCF Counterparty may not modify any data on a GCF Repo Transaction except for the external reference number that has been assigned to such Transaction by the Corporation. If a GCF Counterparty modifies the external reference number that has been assigned to a GCF Repo Transaction by the Corporation, such action shall be the equivalent of an affirmation of the Transaction by such GCF Counterparty.

Notwithstanding anything to the contrary in this Section, the Corporation shall have the authority, in order to correct or avoid an error, to unilaterally correct, add, or cancel data on a GCF Repo Transaction.

Any cancellation of a GCF Repo Transaction pursuant to this section shall cause the GCF Repo Transaction to become uncompared.

Section 13 - Timing of Comparison

The comparison of trade data submitted to the Corporation for Locked-In Comparison that meets the requirements of this rule shall be deemed to have occurred upon the receipt of such trade data from the Locked-In Trade Source by the Corporation.

RULE 7 - REPO TRANSACTIONS

Section 1 - General

The comparison by the Corporation of Repo Transactions shall be subject to the special provisions of this Rule, which shall supersede any conflicting provisions of any other Rule, except, as regards Brokered Repo Transactions, the provisions of Rules 7 and 19.

Section 2- Comparison of General Collateral Repo Transactions

The comparison of General Collateral Repo Transactions shall be performed by the Corporation in the same manner as the comparison of all other Repo Transactions is performed pursuant to these Rules, except that: (a) the comparison of security type shall be based on a match of Generic CUSIP Numbers, and (b) there need not be a match of par amounts.

RULE 8 - EXECUTING FIRM TRADES

Section 1 - General

Notwithstanding anything to the contrary in these Rules, and subject to the requirements of Section 3 below a Submitting Member must submit to the Corporation for comparison and/or netting data on any transaction calling for the delivery of Eligible Securities between an Executing Firm on whose behalf it is acting pursuant to these Rules and either another Member of the Netting System, Comparison System or another Executing Firm on whose behalf it or another Member is acting pursuant to these Rules.

Section 2 - Comparison of Trade Data

Except as otherwise provided in Rule 10, for a comparison to be generated by the Corporation as regards a trade submitted for Bilateral Comparison involving an Executing Firm, in addition to the requirements contained in Rules 5 or 6A, there must be a match of information as to the identity of the Executing Firms involved in the trade. If the identity of an Executing Firm on a side of a trade is omitted by a Submitting Member, until and unless the Submitting Member provides additional or corrected data to the Corporation pursuant to these Rules, the Corporation shall assume that there is no Executing Firm for that side of the trade.

Section 3 - Obligation of the Submitting Member to Provide Notice

A Submitting Member shall provide the Corporation, in a form and manner satisfactory to the Corporation, notice of each Executing Firm that such Member intends to act on behalf of pursuant to these Rules; such notice shall indicate the types of eligible transactions that will be submitted for Comparison System and/or Netting System processing. Notice must be provided so as to be received by the Corporation not less than 3 Business Days prior to the commencement of such Member's initial data submission on behalf of each such Executing Firm.

A Submitting Member must also provide the Corporation, in a form and manner satisfactory to the Corporation, notice of each Executing Firm on whose behalf it has ceased to act as a Submitting Member pursuant to these Rules; such notice must be provided so as to be received by the Corporation not less than 3 Business Days before the Member ceases to act as a Submitting Member for each such Executing Firm. Thereafter, any modifications thereto shall require not less than 3 Business Days' notice to the Corporation.

Notwithstanding the above, the Corporation, in its sole discretion, may accept data submitted by a Submitting Member on behalf of an Executing Firm even though a written notice required by this Section has not been received by the Corporation from the Submitting Member.

Section 4 - Rights and Responsibilities of the Submitting Member as a Member of the Comparison System or Netting System

A Submitting Member shall have the same rights, and incur the same responsibilities, as regards trade data by it to the Corporation on behalf of an Executing Firm as it does, pursuant to these Rules, regarding data submitted to the Corporation on its own trades.

Section 5 - Discretion of the Corporation to Decline to Accept Certain Trade Data

The Corporation, in its sole discretion, may decline to accept trade data involving one or more Executing Firms, either generally for all trade data submitted to the Corporation or by Submitting Member.

Section 6 - Reports to Reflect Executing Firm Trade Data

Comparison output made available by the Corporation to Members shall reflect, as appropriate, the fact that a trade involves an Executing Firm.

RULE 9 - YIELD TO PRICE CONVERSION

Section 1 - General

The conversion by the Corporation of data on Eligible Conversion Trades from a yield basis to a price basis, and the comparison of such converted data, is subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of Rules 5, 6A, 6B, or 6C.

Section 2 - Conversion

The Corporation shall convert from a yield basis to a price basis data submitted to the Corporation by a Member on an Eligible Conversion Trade in accordance with the then applicable formulas for conversion of yields to equivalent prices that have been established by the Department of the Treasury. The annual coupon rate used by the Corporation to calculate the price of such trades shall be an assumed rate that shall be determined by the Corporation on a per-CUSIP basis using the applicable par-weighted average yield, unless the Corporation, in its sole discretion, determines that an alternate method of determination of the assumed coupon rate is more appropriate; such assumed rate shall be adjusted down to the nearest one-eighth of one percent. This assumed rate shall be adjusted prior to and on the Final Price Date by increments of one-eighth of a percentage point based on changes in the applicable par-weighted average yield, or otherwise as deemed appropriate by the Corporation in its sole discretion.

On the Final Price Date, or as soon as possible thereafter, each assumed coupon rate set by the Corporation shall be adjusted to the applicable actual coupon rate. On and after the Final Price Date, the Corporation shall convert from a yield basis to a price basis data submitted to the Corporation by a Member on an Eligible Conversion Trade based on the actual coupon for the Eligible Securities that underlie the trade.

The conversion by the Corporation from a yield basis to a price basis of data on an Eligible Conversion Trade submitted to the Corporation prior to the Final Price Date for such trade by a Member shall: (1) if such trade is eligible for netting by the Corporation pursuant to these Rules, be deemed to have occurred during the same processing cycle during which such data are compared by the Corporation on a yield basis, and (2) if such trade is not eligible for netting by the Corporation pursuant to these Rules, be deemed to have occurred on Final Price Date. The conversion by the Corporation from a yield basis to a price basis of data on an Eligible Conversion Trade submitted to the Corporation by a Conversion-Participating Member on or after the Final Price Date for such trade shall be deemed to have occurred on the Business Day of receipt by the Corporation of such submission.

Section 3 - Comparison

After the Final Price Date, the comparison of trade data submitted to the Corporation by a Member on a yield basis may be established by the Corporation as the result of the matching of data after its conversion by the Corporation to a price basis with data submitted by another Member either: (1) on a yield basis that has been converted to a price basis by the Corporation, or (2) on a price basis.

Section 4 - Report of Comparison Involving Converted Data

On each Business Day, the Corporation shall report to its Members, through an appropriate indication in its Comparison System output, each of the compared trades of a Member that is a Converted Trade.

RULE 10 – ENHANCED COMPARISON PROCESSES PRESUMED MATCH DATA

Section 1 - Commission Data

If: (1) trade data have been submitted to the Corporation by two Members, one of which is a Broker and the other of which is a Dealer, (2) such data meet all of the Corporation's criteria for comparison other than the matching of the information submitted regarding the amount of commission that is payable on such trade, and (3) such Dealer has submitted a commission amount that does not match the commission amount owing on such trade that was submitted by such Broker, the trade shall be compared by the Corporation based on the commission amount being equal to that amount submitted by such Broker. A Broker may provide the Corporation with revised information as to commission amount and/or final money on a trade, within a tolerance specified by the Corporation in the Schedule of Money Tolerances.

Notwithstanding the above, if such Dealer has provided notice to the Corporation, in a form and manner satisfactory to the Corporation, that it is able to and will submit commission amounts to the Corporation and does not wish to have a trade the data on which it has submitted to the Corporation be compared unless there is matching commission information, the Corporation shall not compare such trade if there is not a match of commission information.

The comparison by the Corporation of a trade involving unmatched commission amounts pursuant to this Section, while evidencing a valid, binding, and enforceable contract between the parties to the trade to the same degree as if the commission amounts matched, shall not constitute a final, binding determination by the Corporation as to the correct commission amount owing on such trade. The Broker that submitted data on such trade shall have an ongoing obligation to the Dealer that submitted data on such trade to respond promptly to such Dealer's commission difference inquiries, and to act in good faith to promptly resolve any such alleged differences.

On each Business Day, with regard to each trade with a commission difference that is compared as of such day pursuant to this Section, the Corporation shall provide Members in its Comparison System output with information as to the unmatched commission amounts.

Section 2 - Trades Involving An Executing Firm

If the data on a trade do not match because the information submitted as regards the identity of the Executing Firm on either side of the trade does not match, the Corporation may, in its discretion, compare the trade based on the identities of the two Submitting Members matching. If the data on a trade do not match because the data on either side of the trade identify the contra-party Executing Firm but either omit or incorrectly indicate the information regarding the identity of the Submitting Member for the contra-party Executing Firm, the Corporation may, in its discretion, if it has received notice, in a form and manner satisfactory to the Corporation (which notice may vary on a product-by-product basis), from a Member stating that the Member wishes to be deemed a Submitting Member for such Executing Firm should that the Executing Firm be identified as the contra-party Executing Firm on a side of a trade but no Submitting Member for such Executing Firm is properly identified, compare the trade based on such Member being the contra-party Submitting Member for that side.

Section 3 - Affiliated Members

If data on a side of a trade submitted by a Member (hereinafter, the "First Member") against another Member (hereinafter, the "Non-Contraparty Affiliated Member") do not compare as submitted, but would compare if matched against data submitted by a third member that is an Affiliate of the Non-Contraparty Affiliated Member (hereinafter, the "Contraparty Affiliated Member"), the Corporation may, in its discretion, if it has received notice from the Non-Contraparty Affiliated Member and the Contraparty Affiliated Member, in a form and manner satisfactory to the Corporation (which notice may vary on a product-by-product basis), stating that they are Affiliates and that each wishes to be presumed to be the correct contraparty to a side of a trade submitted with an indication that the other is the contraparty, if this would allow the data on the trade to match, compare the trade based on the first Member's correct contraparty being the Contraparty Affiliated Member.

Section 4 - Summarization of Par Amounts

If the data on a trade do not compare because the information submitted regarding par amount, viewed on an individual buy/sell basis, does not match, the Corporation may, in its discretion, compare the trade based on a match of either the total of the par amounts on two or more buy sides equaling the par amount(s) on one or more sell sides, or the total of the par amounts on two or more sell sides equaling the par amount(s) on one or more buy sides. This Section shall not apply to Repo Transactions.

If the data on a Full-Sized Trade do not compare because: (i) one side of a trade submitted a Full-Sized Trade and the other side of the trade did not, and (ii) the Corporation was not able to compare the trade pursuant to the procedures referred to in Section 4 of Rule 5, the Corporation may, in its discretion, perform a par summarization or similar process in order to attempt to match the trade.

Section 5 - Trade Date Information

If the data on a trade do not compare because the information submitted regarding trade date does not match, the Corporation may, in its discretion, compare the trade based on a presumption that the earlier trade date submitted is the correct trade date. In exercising this discretion, the Corporation shall attempt to match a buy/sell side with a contra sell/buy side with the closest trade date. This Section shall not apply to Repo Transactions.

Section 6 – Timing and Cumulative Effect of Presumptions

Notwithstanding anything to the contrary in this Rule, more than one presumption of a match of data may be used by the Corporation to generate a comparison of a trade.

The Corporation shall provide Members with prior notice setting forth, with regard to each enhanced comparison process, whether it shall be performed in Real Time or at end of day.

RULE 11 - NETTING SYSTEM

Section 1 - General

The Netting System is a system for aggregating and matching offsetting obligations resulting from trades, including Repo Transactions, submitted by or on behalf of Netting Members in Eligible Netting Securities. Each Business Day, the Corporation will calculate and report to each Netting Member, in a manner that does not disclose to any Netting Member, with respect to any Net Settlement Position, Fail Net Settlement Position, or Forward Net Settlement Position, the identity of any other Netting Member, each Net Settlement Position, Fail Net Settlement Position and Forward Net Settlement Position of a Member. With respect to each such Net Settlement Position and Fail Net Settlement Position, the Corporation will report to the Member the extent to which the Member is obligated to deliver Eligible Netting Securities to the Corporation and/or to receive Eligible Netting Securities from the Corporation, in accordance with each such Net Settlement Position.

The provisions of this Rule apply to Brokered Repo Transactions, except to the extent that they are inconsistent with the provisions of Rule 19.

Section 2 - Eligibility for Netting

A trade, other than a Repo Transaction, is eligible for netting and settlement through the Netting System if it meets all of the following requirements:

(a) the trade is a Compared Trade;

(b) the number of Business Days between the Scheduled Settlement Date for the trade, and the Business Day on which the Report of comparison of the data on the trade is issued to Members is not greater than the maximum number of Business Days established by the Corporation for such purpose and published in a schedule made available to Members, unless the Corporation determines a different timeframe to be appropriate;

(c) the data on the trade are listed on a Report that has been made available to Netting Members;

(d) netting of the trade will occur on or before its Scheduled Settlement Date;

(e) data on each side of the trade have been submitted to the Corporation by a Netting Member, in accordance with these Rules, or the trade is a Demand Trade or a Locked-In Trade; and

(f) the underlying securities are Eligible Netting Securities.

Except to the extent that, for a Brokered Repo Transaction, there is a conflict with the provisions of Rule 19 (in which case the provisions of Rule 19 govern), a Start Leg of a Repo

Transaction, and an End Leg of a Repo Transaction, each is eligible for netting and settlement through the Netting System if it meets all of the following requirements:

(i) the Repo Transaction is a Compared Trade;

(ii) if the Repo Transaction has a Forward-Settling Start Leg, the number of calendar days between the Scheduled Settlement Date for the associated End Leg and the Business Day on which the data on the trade are submitted is not greater than the maximum number of Business Days established by the Corporation for such purpose and published in a schedule made available to Members, unless the Corporation determines a different timeframe to be appropriate;

(iii) if the Start Leg of the Repo Transaction has settled, the number of calendar days between the Scheduled Settlement Date for the End Leg and the Business Day on which the data on the trade are submitted is not greater than the maximum number of Business Days established by the Corporation for such purpose and published in a schedule made available to Members, unless the Corporation determines a different timeframe to be appropriate;

(iv) the data on the trade are listed on a Report that has been made available to Netting Members;

(v) netting of the Start Leg or the End Leg will occur before the opening of the Netting System on its Scheduled Settlement Date; and

(vi) the underlying securities are Eligible Netting Securities.

Notwithstanding anything to the contrary above, an Auction Purchase is eligible for netting and settlement through the Netting System only if it is a Netting-Eligible Auction Purchase.

Notwithstanding the above, a trade eligible for netting and settlement through the Netting System to which an Executing Firm is a party, the data on which have been submitted to the Corporation on behalf of such Executing Firm by a Submitting Member that is a Netting Member, shall not be netted and settled through the Netting System if the Submitting Member has provided the Corporation with notice, in a form and manner satisfactory to the Corporation, that it does not wish to have trades submitted by it on behalf of that Executing Firm be netted and settled through the Netting System. Also notwithstanding the above, a trade shall not be netted and settled through the Netting System if either Submitting Member had submitted data on a side of the trade on behalf of an Executing Firm whose trades it had provided the Corporation with notice pursuant to these Rules that it did not wish to be netted and settled through the Netting System.

Notwithstanding the above, the Corporation may, in its sole discretion, exclude any trade or trades from the Netting System, including Netting-Eligible Auction Purchases (subject to the terms and conditions agreed to by the Corporation and the Treasury Department or Freddie Mac, as applicable, regarding Auction Purchases), by Netting Member or by Eligible Netting Security.

Section 3 - Obligation to Submit Trades

Each Netting Member must submit to the Corporation for comparison and netting, pursuant to these Rules, data on all of its trades, (including trades executed and settled on the same day and

trades executed between it or an Executing Firm on whose behalf it is acting) with other Netting Members (or an Executing Firm on whose behalf it or another Member is acting) that are eligible for netting pursuant to these Rules, except that this requirement is not applicable to a Netting Member's Repo Transactions (a Netting Member's obligation to submit to the Corporation data on its Repo Transactions is governed by Rule 18).

Each Netting Member must also submit to the Corporation for netting and settlement pursuant to these Rules data on each trade (hereinafter an "Eligible Trade") executed by a Covered Affiliate that satisfies the following criteria: (i) the trade is eligible for netting pursuant to these Rules, and (ii) the trade is executed with another Netting Member or with a Covered Affiliate of another Netting Member. For purposes of this Section the term "executed" shall include trades that are cleared and guaranteed as to their settlement by the Covered Affiliate.

The preceding paragraph shall not apply to: (i) a trade that is executed between a Member and its Affiliates or between Affiliates of the same Member (an "Affiliate Trade"), (ii) a trade of a Covered Affiliate that has executed less than an average of 30 Eligible Trades plus Eligible Repo Transactions (as defined in Section 3 of Rule 18) (excluding Affiliate Trades) per business day per month within the prior twelve-month period, or (iii) a trade the submission of which to the Corporation would cause the Member to be in violation of any applicable law, rule or regulation.

All trade data required to be submitted to the Corporation under this Section must be submitted on a trade-by-trade basis with the original terms of the trades unaltered. A Member or any of its Affiliates may not engage in the Pre-Netting of Trades prior to their submission to the Corporation in contravention of this section. In addition, a Member or any of its Affiliates may not engage in any practice designed to contravene the prohibition against the Pre-Netting of Trades.

If the Corporation determines that a Netting Member has, without good cause, violated its obligations pursuant to this Section, such Netting Member may be reported to the appropriate regulatory body, put on the Watch List and/or be subject to enhanced surveillance pursuant to Rule 3, or subject to an additional fee. In addition, the Corporation may discipline a Netting Member for a violation of this section in accordance with Rule 48.

Notwithstanding the above, the trade submission requirements related to Repo Transactions are governed by Rule 18.

Section 4 - Calculation of Net Settlement Positions

On each Business Day, for each Eligible Netting Security with a separate CUSIP number, except as otherwise provided in Rule 14 with respect to Forward Trades that comprise one or more Forward Net Settlement Positions, the Corporation will establish a Net Settlement Position or Fail Net Settlement Position, as applicable, for trades of a Netting Member that have not previously been settled, by comparing the aggregate par value amount of each Long Transaction in an Eligible Netting Security by the Netting Member (hereinafter, the "Long Total") and each Short Transaction in an Eligible Netting Security by the Netting Member (hereinafter, the "Short Total"). If the Long Total exceeds the Short Total, the resulting difference will constitute the Net Long Position. If the Short Total exceeds the Long Total, the resulting difference will constitute the Net

Short Position. All Net Settlement Positions, including Fail Net Settlement Positions, shall be reported, by CUSIP Number, by the Corporation in a Report issued and made available during the morning of each Business Day to each Netting Member.

Section 5 - Allocation of Deliver and Receive Obligations

On each Business Day, except as otherwise provided in Rule 14 with regard to Forward Trades that comprise Forward Net Settlement Positions, the Corporation will establish Deliver Obligations and Receive Obligations as necessary to accomplish the settlement of Net Settlement Positions or Fail Net Settlement Positions, as applicable. Deliver Obligations and Receive Obligations shall be allocated by the Corporation on an equitable basis to Netting Members with corresponding Receive Obligations and Deliver Obligations that involve Eligible Netting Securities with the same CUSIP Number. A single Net Settlement Position or Fail Net Settlement Position may result in the establishment of more than one Deliver Obligation or Receive Obligation in an Eligible Netting Security. A single Deliver Obligation may be bound by the Corporation to more than one Receive Obligation, and vice versa. Each Deliver Obligation and Receive Obligation of a Netting Member shall be listed in the Report that, pursuant to Section 4 of this Rule, will be issued on each Business Day to each Netting Member.

Section 6- Netting of Obligations

Net Settlement Positions and resultant Deliver Obligations and Receive Obligations of a Netting Member, either as originally established by the Corporation or as may be adjusted by the Corporation as the result of a correction of compared data made pursuant to these Rules, shall be fixed at the time the Report of such Positions and Obligations is made available by the Corporation to a Netting Member, as provided in Section 10 of this Rule. At that time, all deliver, receive, and related payment obligations between such Netting Member and the Corporation that were created by the trades, novated pursuant to Section 8 of Rule 5, and that comprise a Net Settlement Position or Positions are terminated and replaced by the Deliver Obligations, Receive Obligations, and related payment obligations for such Members that are listed in the Report.

Notwithstanding anything to the contrary in the above paragraph, if a Right of Substitution was established by the parties to a Repo Transaction, such Right of Substitution shall continue, and be recognized by the Corporation, after the netting of obligations pursuant to the above paragraph.

Section 7 - Settlement at the Settlement Value

On each Business Day, each Deliver Obligation and Receive Obligation of a Netting Member shall be settled at the Settlement Value reported on such Business Day for such Obligation.

Section 8 - Fail Net Settlement Positions

On each Business Day, from their Scheduled Settlement Date, Fail Net Settlement Positions shall, pursuant to Rule 13, be marked to market, taking into account accrued interest, until the Actual Settlement Date for such Positions. Notwithstanding the above, the Corporation, in its sole discretion in order to promote an orderly settlement process, may elect to not mark to

market, pursuant to Rule 13, a Fail Net Long Position where the Eligible Netting Securities that comprise such Position have been appropriately delivered to the Corporation pursuant to these Rules and the Corporation has not re-delivered such Eligible Netting Securities and, as a result, has held them overnight. Fail Deliver Obligations and Fail Receive Obligations shall be netted with any other Receive Obligations and Deliver Obligations.

The Corporation shall be obligated to deliver Eligible Netting Securities to a Netting Member with a Net Long Position as required by this Rule in order to settle such Position; however, the Corporation shall not be obligated to attempt to make any such delivery or deliveries until the Business Day on which the Corporation has received, as the result of a delivery to it from a Netting Member with a Net Short Position, Eligible Netting Securities with the same CUSIP number that: (1) are at least equal in quantity to such Net Long Position, and (2) have not, pursuant to this Rule, been allocated for delivery by the Corporation to another Netting Member.

Section 9 - Obligation to Make Settlement

Each Netting Member shall be obligated to satisfy all of its securities settlement and funds-only settlement obligations pursuant to these Rules on each day on which both the Corporation and the Federal Reserve Bank of New York are open for business, regardless of the days on which any third party, including a clearing bank or depository institution acting on behalf of such Member, is open for business.

Section 10 - Receipt of Netting Output

On each Business Day, Reports shall be deemed to have been made available by the Corporation to a Netting Member at the time at which the Corporation has both completed its processing cycle for the preparation of such Reports and has released such Reports to the Corporation's data output facility or facilities, unless the Corporation has notified such Member on such Business Day of a delay in the Corporation's making available such Reports or output to the Member.

The inability of a Netting Member, because of automation problems that it incurs or for any other reason, to receive a Report that has been made available to it by the Corporation shall not excuse or otherwise affect such Member's obligations pursuant to these Rules. A Netting Member shall be obligated to accept Reports from the Corporation in any format and in any medium usable by such Member, including, but not limited to, print copy, magnetic tape, and CPU-to-CPU (either real-time or otherwise) media.

Section 11 - Responsibility for Third Party Actions

No improper or unauthorized action, or failure to act, of a third party acting on behalf of a Netting Member (including, but not limited to, a service bureau) shall excuse or otherwise affect such Member's obligations pursuant to this Rule.

Section 12 - Obligation to Inform the Corporation

Each Netting Member shall be obligated to inform the Corporation of the following:

(a) difficulty in providing, or inability to provide, data input to the Corporation, or difficulty in receiving, or inability to receive, Reports from the Corporation, in the manner, or within the timeframes, that such Member ordinarily inputs or receives such information;

(b) the receipt by such Member from the Corporation of a Report that it believes contains erroneous information, omits material information, or has any other type of problem; and,

(c) potential difficulty in satisfying, or inability to satisfy, in a timely manner any of its obligations with respect to the delivery or receipt of securities, or the payment of monies, that arise pursuant to these Rules.

The Netting Member shall inform the Corporation promptly after the occurrence of any event specified above.

Section 13 - Buy-in Notices

If a Netting Member (hereinafter, the "Notifying Netting Member") submits to the Corporation a retransmitted notice of a buy-in with respect to Eligible Netting Securities that comprise an Open Net Long Position (hereinafter, the "Allocated Net Long Position"), the Corporation shall promptly retransmit such notice, on a random basis, to a Netting Member or Members (hereinafter, the "Allocated Netting Member") with an Open Net Short Position or Positions (hereinafter, the "Allocated Net Short Position"):

(a) that is comprised of Eligible Netting Securities having the same CUSIP number as the Eligible Netting Securities that are the subject of the notice,

(b) that is equal to or greater than, in size, the Allocated Net Long Position (or, if there is no such Allocated Net Long Position at least equal in size to the Allocated Net Short Position, the largest such Allocated Net Long Positions), and

(c) that has been unsettled for the longest period of time. The Corporation shall have no obligation to execute on such notice, by buying in securities or in any other manner. If, in accordance with the Buy-in Regulations, a Netting Member that has submitted a notice of retransmitted buy-in informs the Corporation that it has executed on such notice by buying in the Eligible Netting Securities that are the subject of such notice, and provides evidence satisfactory to the Corporation of the price (hereinafter, the "Buy-in Price") at which such Eligible Netting Securities were bought in by such Member, the Corporation shall promptly notify the Allocated Netting Member of such.

Notwithstanding anything to the contrary in this Rule or in Rules 12 or 13:

(d) the Notifying Netting Member's obligation to settle with the Corporation the Allocated Net Long Position pursuant to these Rules through receipt of the underlying Eligible Netting Securities, and the Allocated Netting Member's obligation to settle with the Corporation

the Allocated Net Short Position pursuant to these Rules through delivery of the underlying Eligible Netting Securities, each are terminated as of the time of such notification by the Corporation, and

(e) for purposes of settlement pursuant to Rule 13 of the funds-only settlement obligations of the Notifying Netting Member with respect to the Allocated Net Long Position, and the funds-only settlement obligations of the Allocated Netting Member with respect to the Allocated Net Short Position, the Allocated Net Long Position and the Allocated Net Short Position shall be deemed to have been settled among such Members and the Corporation in accordance with this Rule and Rule 12, with the System Value for such purpose being deemed to be, for each Position, equal to the Buy-in Price.

Section 14 – Fails Charge

If a Netting Member does not satisfy a Deliver Obligation of Treasury securities or debentures issued by Fannie Mae, Freddie Mac or the Federal Home Loan Banks on a particular Business Day, the Corporation shall apply a debit charge on the funds amount associated with the Netting Member's failed position (the "fails charge"). If a Netting Member fails to receive Securities representing its Receive Obligation of Treasury securities or debentures issued by Fannie Mae, Freddie Mac or the Federal Home Loan Banks on a particular Business Day, the Corporation shall credit the Member in the amount of the fails charge.

The fails charge shall be the product of the (i) funds associated with a failed position and (ii) the greater of (a) 1 percent or (b) 3 percent per annum minus the target level for the Federal Funds Rate that is effective at 5 p.m. EST on the Business Day prior to the originally scheduled settlement date, capped at 3 percent per annum. If the FOMC specifies a target range in lieu of a target level, the lower limit of the target range announced by the FOMC would be used in the calculation of the fails charge. Further, if the FOMC were to terminate its policy of specifying or announcing a target level or range for the Federal Funds Rate, then the rate that is used for the calculation of the fails charge would be a successor rate and source recommended by the TMPG.

In the event that the Corporation is the failing party because the Corporation received Securities too near the close of Fedwire for redelivery or for any other reason, the fail charge will be distributed pro rata to the Netting Members based upon usage of the Government Securities Division's services.

At the end of each calendar month, the Corporation shall accrue a Netting Member's debits and credits and the resulting amount (either a debit or credit) shall be included in the Member's monthly bill.

The Board shall have the right, in its sole discretion, to revoke application of the charge if industry events or practices warrant such revocation.

The Corporation shall not guaranty fails charge proceeds in the event of a default (i.e., if the defaulting Member does not pay its fails charge, Members due to receive fails charge proceeds will have those proceeds reduced pro-rata by the defaulting Member's unpaid amount).

RULE 11A – RESERVED

This rule is reserved for future use.

RULE 11B – GUARANTY OF SETTLEMENT

(a) The Corporation shall guarantee the settlement of a trade the data on which were submitted for Bilateral Comparison, Demand Comparison, or Locked-In Comparison at the time which the comparison of such trade occurs pursuant to Rules 6A, 6B, or 6C, respectively, as long as the trade meets the requirements of Section 2 of Rule 11 and was entered into in good faith.

(b) The Corporation's guaranty referred to in subsection (a) above shall mean the Corporation's obligation to include the trade in calculating a Net Settlement Position and to novate the deliver, receive, and payment obligations that were created by the trade pursuant to these Rules. The Corporation's guaranty of settlement of an individual trade applies only to the settlement of that trade as it exists as part of a Net Settlement Position.

(c) The Corporation's guaranty referred to in subsections (a) and (b) above shall no longer be in effect if the trade becomes uncompared, is cancelled, or settles pursuant to these Rules.

RULE 12 - SECURITIES SETTLEMENT

Section 1 - General

Deliver Obligations of a Netting Member must be satisfied by delivery of the appropriate Eligible Netting Securities from a clearing bank or banks designated by the Member for such purpose to a clearing bank or banks designated by the Corporation for such purpose. Receive Obligations of a Netting Member must be satisfied by receipt of the appropriate Eligible Netting Securities by a clearing bank or banks designated by the Member for such purpose from a clearing bank or banks designated by the Corporation for such purpose.

All deliveries of Eligible Netting Securities in satisfaction of Deliver Obligations, and all receipts of Eligible Netting Securities in satisfaction of Receive Obligations, must be made against simultaneous payment or receipt in Federal funds at the Settlement Value for each such Obligation for the Business Day of such delivery or receipt.

All deliveries of Eligible Netting Securities in satisfaction of Deliver Obligations shall be identified by standard industry delivery codes indicating a new origination delivery. Reversal codes shall not be used to identify any delivery of securities to the Corporation without the express prior permission of the Corporation.

Section 2 - Designation of Clearing Banks

The Corporation shall notify each Person, no later than ten Business Days prior to its becoming a Netting Member, of the clearing bank or banks that the Corporation will use to deliver Eligible Netting Securities to Netting Members and to receive Eligible Netting Securities from Netting Members, and, by product, of the types of Eligible Netting Securities that each such clearing bank will so deliver and receive. Thereafter, the Corporation shall notify each Netting Member of any change in the Corporation's designation of the clearing bank or banks that will act on the Corporation's behalf, or in the product that any such clearing bank is designated to deliver or to receive, no later than ten Business Days prior to the effective date of such change.

A Person must notify the Corporation, in such manner as the Corporation may prescribe, no later than ten Business Days prior to its becoming a Netting Member, of the clearing bank or banks that it has designated to act on its behalf, pursuant to this Rule, in the delivery of Eligible Netting Securities to the Corporation and in the receipt of Eligible Netting Securities from the Corporation. Each Netting Member must notify the Corporation of any change in such designation, no later than ten Business Days prior to the effective date of such change. Such designation is subject to the Corporation's determination, in its reasonable judgment, that such clearing bank (a) has and will maintain access to Fedwire, (b) has and will maintain the operational capability to interact satisfactorily with the clearing banks that act on behalf of the Corporation, and (c) has agreed to act on behalf of such Netting Member in accordance with this Rule.

Section 3 - Instructions to Clearing Banks

On each Business Day, the Corporation shall make available to each Netting Member a Report that provides information (for example, type of obligation (Deliver or Receive), name and

reference number of clearing bank or banks, and CUSIP number, settlement date, par value, final dollar value, and other information descriptive of an Eligible Netting Security) that the Corporation deems sufficient to enable such Member to be able to settle its Net Settlement

Positions on such Business Day. Each such Member, based on the information provided in such Report, shall promptly provide appropriate instructions to its clearing bank or banks to deliver to the Corporation on that Business Day as provided in these Rules, and/or to receive from the Corporation on that Business Day as provided in these Rules, on behalf of the Member, Eligible Netting Securities of specified types and amounts, against payment or receipt at the appropriate Settlement Value, exactly as set forth in such Report.

Section 4 - Fail Net Settlement Positions

Each Fail Net Settlement Position shall be maintained by the Corporation on each Business Day subsequent to its Scheduled Settlement Day until and including the Actual Settlement Day for such Fail Net Settlement Position.

Section 5 - Partial Deliveries

In its sole discretion, the Corporation may accept a delivery from a Netting Member with a Net Short Position of only a portion of the Eligible Netting Securities that comprise such Net Short Position. The Corporation will do so only upon obtaining the consent of a Netting Member or Members with a Net Long Position or Positions comprised of Eligible Netting Securities with the same CUSIP number to a receipt by the Netting Member or Members from the Corporation of a like amount of such securities. If a partial delivery of Eligible Netting Securities by a Netting Member is accepted by the Corporation, the remaining securities that were not delivered to the Corporation will constitute a Fail Net Settlement Position.

Section 6 - Financing Costs

If a Netting Member with a Net Short Position delivers Eligible Netting Securities to the Corporation and the Corporation is unable, because the delivery was made near the close of Fedwire or for any other reason, to redeliver such securities on the same Business Day to a Netting Member or Members with Net Long Positions in such securities and, as a result, the Corporation incurs costs, expenses, or charges related to financing such securities (hereinafter, the "financing costs"), the Netting Members, as a group, shall be obligated to pay, or to reimburse the Corporation, for such financing costs. Such payment or reimbursement of financing costs shall be allocated by the Corporation pro rata, based on usage of the Corporation's services. Notwithstanding the above, if the Corporation, in its sole discretion, determines that a Netting Member has, on a frequent basis and without good cause, caused the Corporation to incur financing costs, the Corporation shall notify the Member of such determination, and such Member (hereinafter, the "Late Delivering Member") shall be obligated to pay for, or to reimburse the Corporation for, the entire amount of any financing costs incurred by the Corporation on or after the date of such notification as the result of a delivery of Eligible Netting Securities made by the Late Delivering Member to the Corporation pursuant to this Rule, until the Board determines that such is no longer appropriate. A Late Delivering Member also may be subject to fine by the

Corporation, if the Corporation determines that such is appropriate in order to promote an orderly settlement process.

Notwithstanding the above, if the Corporation, as the result of a violation by a Netting Member of the Rules, is obligated to obtain overnight financing for securities, the Netting Member shall be obligated to pay for, or to reimburse the Corporation for, the entire amount of any financing cost incurred by the Corporation.

Section 7 - Obligation to Receive Securities

If the Corporation has, in accordance with this Rule, delivered Eligible Netting Securities to a Netting Member with a Net Long Position, such Member shall be obligated to accept delivery of all such securities at the Settlement Value for the Receive Obligation or Receive Obligations that comprise such Position. If such Member fails to do so (hereinafter, the "Non-Receiving Member"), it shall be obligated to pay, or to reimburse the Corporation for, all costs, expenses, and charges incurred by the Corporation as the result thereof, and it may be subject to a fine by the Corporation if the Corporation, in its sole discretion, determines that such failure to accept securities was done without good cause.

The Corporation may, but shall have no obligation to, accept receipt, and otherwise shall return, Eligible Netting Securities delivered to it that either are securities that have not been designated by Report to be delivered to the Corporation on such Business Day (hereinafter, the "Exception Securities") or are securities (hereinafter, the "Mispriced Securities") that have been delivered to it at other than the appropriate Settlement Value for the Deliver Obligation or Deliver Obligations composed by such Eligible Netting Securities. If a Netting Member makes such a delivery to the Corporation (hereinafter, an "Exception Delivery"), such Member shall pay, or reimburse the Corporation, for any costs, expenses, and charges incurred by the Corporation as the result of such Exception Delivery, and such Member may be subject to fine by the Corporation if the Corporation, in its sole discretion, determines that the Member (hereinafter, the "Exception Delivering Member") has, on a frequent basis without good cause, made Exception Deliveries to the Corporation.

If the Corporation accepts an Exception Delivery of Exception Securities, the Exception Delivering Member shall be deemed to have loaned such Exception Securities to the Corporation, and such Exception Securities shall constitute a Net Long Position of such Member. The Corporation shall, as soon as practicable, redeliver to such Member a like amount of Eligible Netting Securities with the same CUSIP number, with such redelivery to be made at the Settlement Value of the Receive Obligation or Receive Obligations composed by such Eligible Netting Securities as of the Business Day on which the Exception Delivery was made. If the Corporation accepts an Exception Delivery of Mispriced Securities, an appropriate Clearance Difference Amount adjustment shall be made, pursuant to Rule 13, between the Corporation and the Netting Member that made such Exception Delivery. Until redelivery of such Exception Securities, the Corporation shall have all of the incidents of ownership of the Exception Securities, including both the right to transfer such Exception Securities and the right to pledge, repledge, assign or create a security interest in such Exception Securities to secure financing obtained by the Corporation to receive or carry such Exception Securities or for any other purpose.

Section 8 - Obligation to Facilitate Financing

If the Corporation deems it appropriate, in its sole discretion, in order to obtain financing necessary for the provision of the securities settlement services contemplated by these Rules, including, without limitation, fail financing of securities Positions arising out of the delivery by Netting Members to the Corporation of Eligible Netting Securities, the Corporation may: (i) create, and each Netting Member shall not take any action to adversely affect the creation of, such security interests in Eligible Netting Securities in favor of any entity or entities, including any depository institution, from which the Corporation, in its sole discretion, deems it necessary or desirable to obtain and maintain such financing and/or (ii) enter into repurchase transactions involving Eligible Netting Securities with any Netting Member or Clearing Agent Bank, and each Netting Member shall not take any action to adversely affect such repurchase transactions. Any such financing obtained by the Corporation may be on terms and conditions deemed necessary or advisable by the Corporation in its sole discretion. Any such security interests or repurchase transaction obligations created by the Corporation in or with respect to any Eligible Netting Securities may be to obtain an amount greater, and may extend for a period of time longer, than the obligation of any Netting Member to the Corporation relating to such Eligible Netting Securities. Notwithstanding the above, the Corporation shall remain obligated to make delivery to Members of Eligible Netting Securities under the circumstances and within the timeframes specified in these Rules.

If an Inter-Dealer Broker Netting Member obtains financing of a Net Settlement Position, it must obtain such financing by entering into overnight repurchase transactions only with a Netting Member or Clearing Agent Bank.

Section 9 - Relationship with Clearing Banks

No improper or unauthorized action, or failure to act, by a clearing bank acting on behalf of a Netting Member shall excuse or otherwise affect the obligations of a Netting Member to the Corporation pursuant to these Rules.

If a Netting Member terminates an autocharge agreement that it, along with its clearing bank, has provided to a Federal Reserve Bank, as Fiscal agent of the United States, the Netting Member shall promptly inform the Corporation of such. Also, if a Netting Member is informed by its clearing bank that such clearing bank has terminated an autocharge agreement that Member and the bank have provided to a Federal Reserve Bank, as fiscal agent of the United States, the Netting Member shall promptly inform the Corporation of such. Moreover, if a Netting Member uses a clearing bank that also provides clearing services for the Corporation, the Netting Member hereby consents to the disclosure by such clearing bank to the Corporation of the following: (a) that the clearing bank has terminated an autocharge agreement that it and the Netting Member have provided to a Federal Reserve Bank, as fiscal agent of the United States, and (b) that the bank has been informed by the Netting Member that an autocharge agreement that the Netting Member and the clearing bank have provided to the Federal Reserve Bank, as fiscal agent of the United States, has been terminated.

Section 10 - Definition of "Good Cause"

As used in this Rule, "good cause" means a causal event or occurrence that the Corporation, in its sole discretion, determines to have been beyond the reasonable control of a Netting Member; depending upon the specific circumstances, this may include an extended failure of Fedwire or the inability of a clearing bank acting on behalf of a Netting Member or the Corporation to gain access to Fedwire.

RULE 13 - FUNDS-ONLY SETTLEMENT

Section 1 - General

One or more times on each Business Day, each Netting Member, as appropriate in accordance with this Rule, shall be obligated to pay to the Corporation, and/or shall be entitled to collect from the Corporation, the following (determined separately, where applicable, for the Market Professional Cross-Margining Account of a Netting Member):

(a) With regard to every Net Settlement Position, including every GCF Net Settlement Position, other than either a Fail Net Settlement Position or a Forward Net Settlement Position, either pay to the Corporation a Debit Transaction Adjustment Payment or collect from the Corporation a Credit Transaction Adjustment Payment;

(b) With regard to every Deliver Obligation and Receive Obligation, either pay to the Corporation a Debit Delivery Differential Adjustment Payment or collect from the Corporation a Credit Delivery Differential Adjustment Payment;

(c) With regard to every Forward Net Settlement Position, either pay to the Corporation a Debit Forward Mark Adjustment Payment or collect from the Corporation a Credit Forward Mark Adjustment Payment;

(d) With regard to all of its outstanding Term GCF Repo Transactions, the GCF Interest Rate Mark;

(e) With regard to all outstanding Forward-Starting Repo Transactions during their Forward-Starting Period, the Interest Rate Mark;

(f) With regard to each of its Debit Interest Rate Marks and Debit GCF Forward Marks, pay to the Corporation a related Debit Interest Rate Mark Adjustment Payment, and with regard to each of its Credit Interest Rate Marks and Credit GCF Forward Marks, collect from the Corporation a related Credit Interest Rate Mark Adjustment Payment;

(g) With regard to each of its Debit Forward Mark Adjustment Payments, collect from the Corporation a related Credit Interest Adjustment Payment, and with regard to each of its Credit Forward Mark Adjustment Payments, pay to the Corporation a related Debit Interest Adjustment Payment;

(h) With regard to every Fail Deliver Obligation and Fail Receive Obligation, either pay to the Corporation a Debit Fail Mark Adjustment Payment or collect from the Corporation a Credit Fail Mark Adjustment Payment;

(i) With regard to every Fail Net Settlement Position on a coupon payment date for the Eligible Netting Securities that comprise such Fail Net Settlement Position: (1) if the Member is in a Fail Net Short Position, it shall pay to the Corporation a Debit Coupon Adjustment Payment, and (2) if the Member is in a Fail Net Long Position, it shall collect from the Corporation a Credit Coupon Adjustment Payment;

(j) With regard to every Coupon-Eligible End Leg on a coupon payment date for the Position, it shall pay to the Corporation a Debit Coupon Adjustment Payment, and (2) if the Member is in a Net Long Position, it shall collect from the Corporation a Credit Coupon Adjustment Payment;

(k) With regard to any settlement made pursuant to Rule 12 where there is a difference between the Settlement Value at which a Deliver Obligation or Receive Obligation was obligated to have been made and the dollar value at which such Obligation actually was settled, either pay to the Corporation a Debit Clearance Difference Amount or collect from the Corporation a Credit Clearance Difference Amount;

(l) With regard to any fees due and owing by a Netting Member to the Corporation it shall pay to the Corporation an Invoice Amount; and

(m) With regard to any other cash payments owing from a Netting Member to the Corporation or entitled to be collected by a Netting Member from the Corporation, the Miscellaneous Adjustment Amount.

Notwithstanding anything to the contrary in Rule 1 or in this Rule, a Netting Member or a Locked-In Trade Source (hereinafter, the "Exempt Member/Source") that is not obligated, pursuant to these Rules, to pay to the Corporation some or all of the Debit Forward Mark Adjustment Payments that ordinarily would be associated with its Forward Net Settlement Positions shall not be entitled to collect from the Corporation any Credit Forward Mark Adjustment Payments.

Notwithstanding anything to the contrary in Rule 1 or in this Rule, if a Member's has engaged in transactions involving Eligible Netting Securities with an Exempt Member/Source, the Corporation's obligation to pay to such Member a Credit Forward Mark Adjustment Payment, or Credit Forward Mark Adjustment Payments associated with such Positions shall be limited by, and shall be no greater than, the Amount of Debit Forward Mark Adjustment Payment or Payments payable to the Corporation under these Rules from the Exempt Member/Source.

Notwithstanding anything to the contrary in Rule 1 or in this Rule, if a Member has engaged in transactions involving Eligible Netting Securities with an Exempt Member/Source, the Corporation's obligation to pay to such Member a Credit Interest Adjustment Payment on Debit Forward Mark Adjustment Payments associated with resultant Forward Net Settlement Positions shall be limited by, and shall be no longer greater than, the amount of interest earned by the Corporation on such Debit Forward Mark Adjustment Payments.

Notwithstanding anything to the contrary in these Rules, if a Netting Member that has submitted an Off-the-Market Transaction to the Corporation has not paid to the Corporation, in a timely manner in accordance with these Rules, either a Debit Transaction Adjustment Payment or a Debit Forward Mark Adjustment Payment that is associated with the Off-the-Market Transaction, the Corporation may, in its sole discretion, not pay any Credit Transaction Adjustment Payment or a Credit Forward Mark Adjustment Payment associated with that Off-the-Market Transaction to the Netting Member or Members that otherwise would receive such Payment or Payments from the Corporation pursuant to these Rules.

Except as otherwise provided in Section 3, all funds-only payment obligations and collection rights that arise pursuant to this Rule shall be satisfied each Business Day on a net total basis through payment or collection, as set forth in Section 2 of this Rule, of the Funds-Only Settlement Amount.

Section 2 - Calculation of Funds-Only Settlement Amount

One or more times on each Business Day, the Corporation shall make available to each Netting Member and to the Funds-Only Settling Bank Member acting on behalf of the Member a Report stating the Funds-Only Settlement Amount that is either to be paid from such Member to the Corporation on such Business Day or to be collected by such Member from the Corporation on such Business Day. The Funds-Only Settling Bank Member shall also receive the Funds-Only Settlement amounts of all of the Netting Members for which it is acting and the Net Funds-Only Settlement Figure.

The Funds-Only Settlement Amount of each Netting Member shall be determined by calculating the net total, for a particular Business Day, of the following: (a) the Net Transaction Adjustment Payment; (b) the Net Delivery Differential Adjustment Payment; (c) the Net Forward Mark Adjustment Payment; (d) the Net Interest Adjustment Payment; (e) the Net Interest Rate Mark Adjustment Payment; (f) the Net Fail Mark Adjustment Payment; (g) the GCF Interest Rate Mark; (h) the Interest Rate Mark; (i) the Net Coupon Adjustment Payment; (j) the Net Clearance Difference Amount; (k) the Total Invoice Amount; (l) the Miscellaneous Adjustment Amount; (m) the Opening Balance; and (n) the Collected/Paid Amount. If such net total is a negative amount, such amount shall be owing by the Member to the Corporation; if such net total is a positive amount, such amount shall be owing by the Corporation to the Member. The amount of each component, as listed above, of the Funds-Only Settlement Amount shall be reported on each Business Day to each Netting Member.

The Corporation shall determine an intraday Funds Only Settlement Amount by calculating a net total, for a particular Business Day, of certain of the amounts specified in Section 1 of this Rule as the Corporation shall announce to Members from time to time. If such amount is a positive amount, such amount shall be owing by the Corporation to the Member. The amount of such component, as listed above, of the intraday Funds Only Settlement Amount shall be reported on each Business Day to each Netting Member. In addition, Repo Parties will also be subject to this provision with respect to their pending (non-DK'ed) Demand Trades with Repo Brokers.

One or more times on each Business Day, each Netting Member shall be obligated to fulfill its Funds-Only Settlement Amount payment obligation, as established pursuant to these Rules and indicated in the Netting System output made available to such Member, regardless of the fact that an adjustment has been made, or the possibility that an adjustment may later be made, by the Corporation to such Amount pursuant to these Rules (including adjustments made as the result of a correction of compared data or a change in coupon rate).

Section 3 – **[Reserved]**

Section 4 – Funds-Only Settling Bank Members

` (a) Each Netting Member shall be required to appoint a Funds-Only Settling Bank to perform the Netting Member's Funds-Only Settlement Amount obligations via the process set forth in Section 5 of this Rule. A Netting Member must at all times have a Funds-Only Settling Bank validly appointed and acting on its behalf. The Netting Member and the Funds-Only Settling Bank shall execute an "Appointment of Funds-Only Settling Bank and Funds-Only Settling Bank Agreement".

(b) The following entities shall be eligible to become Funds-Only Settling Bank Members and to act as Funds-Only Settling Banks for Netting Members:

(i) A bank or trust company that is a DTC Settling Bank may apply to become a Funds-Only Settling Bank Member by signing the agreements described in subsection (d) below.

(ii) A Netting Member that is a bank, trust company or other entity and that has direct access to a relevant FRB and the NSS may apply to become a Funds-Only Settling Bank Member by signing the agreements described in subsection (d) below.

(iii) A Mortgage-Backed Securities Division Cash Settling Bank may apply to become a Funds-Only Settling Bank Member by signing the agreements described in subsection (d) below.

(iv) A bank or trust company that does not fall into (i), (ii) or (iii) and has direct access to a relevant FRB and the NSS may apply to become a Funds-Only Settling Bank Member by submitting the requisite application, signing the agreements described in subsection (d) below and submitting such other information required by the Corporation. The Corporation shall approve an application to become a Funds-Only Settling Bank Member pursuant to this subsection (iv) only upon a determination by the Corporation that the applicant meets the standards of financial responsibility and operational capability as the Corporation may require for this purpose as specified in important notices issued by the Corporation.

(c) On an ongoing basis:

(i) Funds-Only Settling Bank Members approved as such pursuant to subsection (b)(i) above shall be required to maintain their status as a DTC Settling Bank or re-apply under subsections (b)(ii), (b)(iii) or (b)(iv).

(ii) Funds-Only Settling Banks approved as such pursuant to subsection (b)(ii) above must maintain their status as a Netting Member or re-apply under subsections (b)(i), (b)(iii) or (b)(iv).

(iii) Funds-Only Settling Banks approved as such pursuant to subsection (b)(iii) above must maintain their status as a Mortgage-Backed Securities Division Cash Settling Bank or re-apply under subsections (b)(i), (b)(ii) or (b)(iv).

(iv) Funds-Only Settling Banks approved as such pursuant to subsection (b)(iv) above must maintain the financial responsibility and operational capability standards as the Corporation may require pursuant to subsection (b)(iv) above. If required by the Corporation, such Funds-Only Settling Banks shall submit the financial and other information (if applicable) specified by the Corporation in notices issued by the Corporation from time to time. Such information must be submitted within the timeframes specified in guidelines issued by the Corporation from time to time.

(d) Each applicant in (b)(i), (b)(ii), (b)(iii) and (b)(iv) shall sign and deliver to the Corporation:

(i) a membership agreement whereby the bank or trust company shall agree to:

(1) abide by the Rules of the Corporation applicable to Funds-Only Settling Bank Members and to be bound by all provisions thereof and that the Corporation shall have all the rights and remedies contemplated by the Rules; and

(2) be bound by any amendment to the Rules of the Corporation with respect to any transaction occurring subsequent to such time such amendment takes effect as fully as though such amendment were now a part of the Rules of the Corporation.

(ii) the "Appointment of Funds-Only Settling Bank and Funds-Only Settling Bank Agreement";

(iii) the agreement(s) authorizing the Corporation's Settlement Agent to utilize NSS for funds-only settlement as the relevant FRB may require; and

(iv) a Cybersecurity Confirmation.

(e) Notwithstanding that an applicant qualifies under subsection (b) above, if a material change in condition at the applicant occurs which could bring into question the entity's ability to perform as a Funds-Only Settling Bank, and such material change becomes known to the Corporation prior to the applicant commencing as a Funds-Only Settling Bank Member, the Corporation shall have the right to stay commencement of the applicant acting as a Funds-Only Settling Bank until a reconsideration of the applicant's financial responsibility and/or operational capability (if applicable) can be completed. As a result of such reconsideration, the Corporation may determine to withdraw approval or condition the approval upon the furnishing of additional information or assurances.

(f) Before denying an application to become a Funds-Only Settling Bank Member pursuant to this Rule, the Corporation shall furnish the applicant with a concise written statement setting forth the specific grounds under consideration upon which any such denial may be based and shall notify the applicant of its right to request a hearing to determine whether the application should be denied, such request to be filed by the applicant pursuant to Rule 37.

(g) A Funds-Only Settling Bank shall not terminate its status as a Funds-Only Settling Bank and shall not terminate its representation of a Netting Member without having given 10 Business Days advance written notice thereof to the Corporation; however, the Corporation, in its discretion, may accept such termination within a shorter notice period. Such termination will not be effective until accepted by the Corporation. The affected Netting Members must appoint new Funds-Only Settling Banks prior to the termination.

(h) Based on its judgment that adequate cause exists to do so, the Corporation may at any time terminate an entity's membership status as a Funds-Only Settling Bank Member and its right to act as a Funds-Only Settling Bank.

(i) A Funds-Only Settling Bank's books and records, insofar as they relate to the Corporation's funds-only settlement process, shall be open to the inspection of the duly authorized representatives of the Corporation upon reasonable prior notice and during the Funds-Only Settling Bank's normal business hours.

(j) Each Funds-Only Settling Bank shall comply in all material respects with all applicable laws, including applicable laws relating to securities, taxation and money laundering in connection with its acting as a Funds-Only Settling Bank.

(k) Each Funds-Only Settling Bank shall fulfill, within the timeframe established by the Corporation, any operational testing requirements (the scope of such testing to be determined by the Corporation in its sole discretion) and related reporting requirements (such as reporting test results to the Corporation in a manner specified by the Corporation) that may be imposed by the Corporation from time to time to ensure the continuing operational capability of the Funds-Only Settling Bank.

(l) Each Funds-Only Settling Bank shall complete and deliver to the Corporation a Cybersecurity Confirmation at least every two years, on a date that is set by the Corporation and following notice that is provided no later than 180 calendar days prior to such due date.

(m) In addition to this Rule 13 and applicable provisions of Rule 1, the following Rules and any relevant schedules cited therein shall apply to Funds-Only Settling Bank Members in the same manner as they apply to Netting Members: Rule 22D (Wind-down of the Corporation), Rule 29 (Release of Clearing Data), Rule 32 (Signatures), Rule 33 (Procedures), Rule 36 (Rule Changes), Rule 37 (Hearing Procedures), Rule 38 (Governing Law and Captions), Rule 39 (Limitations of Liability), Rule 42 (Suspension of Rules), Rule 44 (Action by the Corporation), Rule 45 (Notices), Rule 46 (Interpretation of Terms), Rule 47 (Interpretation of Rules), Rule 48 (Disciplinary Proceedings), and Rule 50 (Market Disruption and Force Majeure).

Section 5- Funds-Only Settlement Amount Payment Process

All payments of Funds-Only Settlement Amounts by a Netting Member to the Corporation, and all collections of Funds-Only Settlement Amounts by a Netting Member from the Corporation, shall be done through the Funds-Only Settling Banks pursuant to the following process:

(a) As stated in Section 2 above, one or more times on each Business Day, the Corporation shall make available to the Funds-Only Settling Banks the Funds-Only Settlement

Amounts of all of the Netting Members for which the Banks are acting and the Banks' Net Funds-Only Settlement Figures. If the Funds-Only Settling Bank's Net Funds-Only Settlement Figure is a debit, it shall pay such amount to the Corporation in the manner provided in this Section by the deadline established by the Corporation in Section 6 of this Rule. If the Funds-Only Settling Bank's Net Funds-Only Settlement Figure is a credit, it shall receive such amount from the Corporation in the manner provided in this Section by the deadline established by the Corporation in Section 6 of this Rule.

(b) By the Acknowledgement Cutoff Time, the Funds-Only Settling Banks, without exception, must acknowledge to the Corporation via the designated terminal system their Net Funds-Only Settlement Figures and (1) their intention to settle with the Corporation their Net Funds-Only Settlement Figures, or (2) their refusal to settle for one or more particular Netting Members. The Acknowledgement Cutoff Time shall be the later of: (i) 30 minutes after the Funds-Only Settling Bank has been notified that such payment is due, or (ii) 30 minutes prior to the payment deadlines established by the Corporation. Notwithstanding the foregoing, a Funds-Only Settling Bank that is a Netting Member and settles solely for its own account may opt to not acknowledge its Funds-Only Settlement Amount; if such Funds-Only Settling Bank chooses to opt out, it shall not be subject to subsections (k) and (l) below.

(c) If the Funds-Only Settling Bank sends refusal messages and its new Net Funds-Only Settlement Figure is a credit, it must send a message to the Settlement Agent after the refusal message acknowledging that amount. This new Net Funds-Only Settlement Figure shall be subject to subsection (k) below. If its new Net Funds-Only Settlement Figure is a debit, the Funds-Only Settling Bank must send a message to the Settlement Agent after the refusal messages acknowledging its intention to settle the new amount with the Corporation by the payment deadline.

(d) A refusal to settle by the Funds-Only Settling Bank for a particular Netting Member is a refusal to settle all accounts of the Netting Member. The Funds-Only Settling Bank cannot refuse to settle only some of the accounts of the Member if the Member has multiple accounts at the Corporation.

(e) If the Funds-Only Settling Bank does not acknowledge, or sends a refusal regarding, the Netting Member's Funds-Only Settlement Amount that is a debit or if the Bank acknowledges the amount but then does not settle the payment, the Netting Member shall remain obligated, pursuant to the Rules, to pay such Amount by the payment deadline and shall do so by causing such payment to be made to the depository institution designated by the Corporation from time to time to receive such payment.

(f) A Funds-Only Settling Bank with a Net Funds-Only Settlement Figure that is a debit that has sent an acknowledgement to the Corporation must settle such amount pursuant to the process set forth herein by the payment deadline established by the Corporation in Section 6 of this Rule.

(g) DTC provides the Corporation with services with respect to the Corporation's Funds-Only Settlement process as described herein and in accordance with the Rules. DTC will act as Settlement Agent (as that term is used in the relevant FRB's Operating Circular 12 and in

these Rules) for the Corporation and for the Corporation's Funds-Only Settling Banks with respect to the FRB's NSS, as the means of effecting Funds-Only Settlement.

(h) A Funds-Only Settling Bank that cannot send an acknowledgement or refusal message to the Corporation due to an operational issue may telephone its instructions to the Settlement Agent.

(i) The Settlement Agent uses the most recent contact information provided by the Funds-Only Settling Bank to the Settlement Agent. Each Funds-Only Settling Bank must ensure that it maintains up-to-date and accurate contact details with the Settlement Agent on an ongoing basis when previously provided contact details are no longer accurate, to facilitate the Settlement Agent's ability to contact a Funds-Only Settling Bank regarding this settlement process and any settlement issues.

(j) Funds-Only Settling Banks must settle their Net Funds-Only Settlement Figures via the FRB's NSS. The Settlement Agent will send a pre-advice to each Funds-Only Settling Bank, notifying it that the Settlement Agent is about to send its NSS transmission to the FRB. NSS will allow the Corporation's Settlement Agent to instruct the relevant FRB to debit or credit, as applicable, the Funds-Only Settling Bank's account at the FRB by the requisite amount.

(k) If a Funds-Only Settling Bank does not, by the Acknowledgement Cutoff Time, either: (i) affirmatively acknowledge its Net Funds-Only Settlement Figure or (ii) notify the Settlement Agent that it refuses to settle for one or more Netting Members for which it is the designated Funds-Only Settling Bank, then, at the Acknowledgement Cutoff Time, the Funds-Only Settling Bank is deemed to have acknowledged its Net Funds-Only Settlement Figure. If the Net Funds-Only Settlement Figure is a debit, then the Funds-Only Settling Bank's FRB account will be charged; if the Net Funds-Only Settlement Figure is a credit, then the Funds-Only Settling Bank's FRB account will be credited. This subsection (k) does not apply to a Funds-Only Settling Bank that settles solely for its own account and opts not to acknowledge its Net Funds-Only Settlement Figure.

(l) The Settlement Agent will attempt to contact the Funds-Only Settling Bank if no acknowledgement or notice of a refusal to settle on behalf of one or more Netting Members for which it is designated as the Funds-Only Settling Bank is received by the Acknowledgement Cutoff Time. If (x) the Settlement Agent is able to contact the Funds-Only Settling Bank, and (y) the Funds-Only Settling Bank notifies the Settlement Agent that it cannot, at that time, acknowledge or refuse their Net Funds-Only Settlement Figure, then the Funds-Only Settling Bank will not be deemed to have acknowledged its Net Funds-Only Settlement Figure. If the Funds-Only Settling Bank cannot be reached, the Funds-Only Settling Bank will be deemed to have acknowledged its Net Funds-Only Settlement Figure.

The Corporation may exclude a Funds-Only Settling Bank's balance from the NSS file if the Funds-Only Settling Bank (i) does not acknowledge its Net Funds-Only Settlement Figure by the Acknowledgement Cutoff Time or does not acknowledge its new Net Funds-Only Settlement Figure pursuant to subsection (c) above by the Acknowledgement Cutoff Time and (ii) is not deemed to have acknowledged its Net Funds-Only Settlement Figure or its new Net Funds-Only Settlement Figure pursuant to subsection (c) above because the Funds-Only Settling Bank has

notified the Settlement Agent that it is unable to affirmatively acknowledge its Net Funds-Only Settlement Figure or that it refuses to settle on behalf of a Member.

This subsection (l) does not apply to a Funds-Only Settling Bank that settles solely for its own account and opts to not acknowledge its Net Funds-Only Settlement Figure.

(m) If a Funds-Only Settling Bank is experiencing extenuating circumstances and, as a result, needs to opt out of NSS for one Business Day, the Funds-Only Settling Bank must notify the Settlement Agent prior to the Acknowledgement Cutoff Time. The Netting Member shall remain obligated, pursuant to the Rules, to pay such its Funds-Only Settlement Amount that is a debit by the payment deadline and shall do so by causing such payment to be made to the depository institution designated by the Corporation from time to time to receive such payment.

(n) If the Funds-Only Settling Bank's account at the FRB has insufficient funds, the Settlement Agent will receive notification from the FRB that the account was not debited. The affected Netting Member(s) must then promptly wire the requisite funds to the depository institution designated by the Corporation for this purpose by the payment deadline.

(o) In the event a Funds-Only Settling Bank fails to settle in the manner and at the time prescribed by the Corporation, due to insolvency or other cause, each Netting Member represented by that Funds-Only Settling Bank shall be obligated to the Corporation for its Funds-Only Settlement Amount and such payment must be made by the payment deadline; however, if the Corporation has made payment to the failed Funds-Only Settling Bank the Corporation shall have no obligation to any Netting Member for a Funds-Only Settlement Amount that is a credit.

(p) The Netting Member must remain at all times in compliance with the Rules, notwithstanding any circumstances related to its Funds-Only Settling Bank or NSS. Netting Members must at all times be prepared to wire payment to the depository institution designated by the Corporation for this purpose if its Funds-Only Settlement Amount is not satisfied via the NSS process. If the Corporation does not receive a Netting Member's Funds-Only Settlement Amount that is a debit by the payment deadline, the Member shall be subject to the applicable fine and any other disciplinary consequences under these Rules.

(q) Each Funds-Only Settling Bank shall monitor its FRB account to ensure accuracy of debits and credits made through the NSS process.

(r) Under FRB Operating Circular No. 12, FICC's Settlement Agent has certain processing responsibilities in allocating an indemnity claim made by an FRB as a result of processing the Corporation's funds-only settlement via NSS. The Corporation shall apportion the entirety of such liability to the Netting Members for whom the Funds-Only Settling Bank to which the indemnity claim relates was acting. Such liability for each applicable Netting Member shall be in proportion to the amount of such Members' Funds-Only Settlement Amounts on the Business Day in question. If for any reason such allocation is not sufficient to fully satisfy the FRB indemnity claim, then the remaining loss shall be treated as a loss that is otherwise incident to the clearance and settlement business of the Corporation and allocated accordingly pursuant to Section 7 of Rule 4.

(s) No improper or unauthorized action, or failure to act, by a Funds-Only Settling Bank or other depository institution on behalf of a Netting Member shall excuse or otherwise affect such Netting Member's obligations to the Corporation pursuant to this Rule.

Section 6 – Acknowledgement and Payment Deadlines for Funds-Only Settlement Amounts

(a) The acknowledgement required to be made by the Funds-Only Settling Banks regarding their Net Funds-Only Settlement Figures pursuant to Section 5 of this Rule shall be made by the Acknowledgement Cutoff Time subject to Section 5(l) of this Rule.

(b) A Netting Member that has an obligation, pursuant to this Rule, to pay a Funds-Only Settlement Amount to the Corporation shall cause such payment to be made, pursuant to the process set forth in Section 5 of this Rule, in Federal funds, by the time stated in the Schedule of Timeframes.

(c) When a Netting Member is entitled, pursuant to this Rule, to collect a Funds-Only Settlement Amount from the Corporation, the Corporation shall cause such payment to be made, in Federal funds, pursuant to the process set forth in Section 5 of this Rule, by the time stated in the Schedule of Timeframes.

Notwithstanding anything to the contrary elsewhere in this Rule or in Rule 4, on any Business Day on which a Netting Member is notified by the Corporation that it must increase the amount of its Required Fund Deposit and the Netting Member has a Funds-Only Settlement Amount due it from the Corporation, in lieu of paying the Funds-Only Settlement Amount to the Netting Member, the Corporation may retain the lesser of the requested increase in the Required Fund Deposit or such Funds-Only Settlement Amount (or the entire Funds-Only Settlement Amount if the difference between the amounts is zero) and apply such amount against the Netting Member's obligation to increase its Required Fund Deposit. Notwithstanding the foregoing, if the Corporation receives from the Netting Member any portion of the requested increase in the Required Fund Deposit by a pre-established time before the Corporation's deadline to pay Funds-Only Settlement Amounts to Netting Members, the Corporation shall only be entitled to offset the Funds-Only Settlement Amount it owes to the Netting Member against the Netting Member's remaining obligation to increase its Required Fund Deposit, if any. The Corporation shall give Netting Members prior written notice of the pre-established time referred to above (and any changes thereto).

The obligations of the Corporation pursuant to this Rule shall not be affected by the late collection or non-collection by it of any Funds-Only Settlement Amount of which payment is owing from any Netting Member.

Section 7 - Liability of a Netting Member

Each Netting Member shall pay, or reimburse the Corporation, for all losses, costs, expenses, and charges (including attorney's fees) incurred by the Corporation as the result of any failure of such Netting Member to fulfill its obligations to the Corporation pursuant to this Rule.

If a Netting Member (hereinafter, the "Defaulting Netting Member") fails to pay to the Corporation in a timely manner any portion of a Funds-Only Settlement Amount as required pursuant to this Rule (hereinafter, the "Unpaid Balance"), the Corporation, in its sole discretion, may apply to payment of the Unpaid Balance all or a portion of any monies owing by the Corporation to the Defaulting Netting Member, and/or all or a portion of such Member's deposits to the Clearing Fund or other collateral of such Member held by the Corporation. If the Corporation satisfies all or a portion of the Unpaid Balance through use of the Corporation's own funds or funds borrowed from third parties, the Defaulting Member shall be liable, in addition to the amount of the Unpaid Balance, for the costs of any such borrowing, including, without limitation, interest from the Business Day on which the failure to pay the Unpaid Balance occurred until and including the Business Day on which the Member pays to the Corporation the Unpaid Balance (or, if later, the Business Day on which funds borrowed from a third party are repaid by the Corporation to such party). The interest rate applicable to funds advanced by the Corporation pursuant to this Section shall be the Federal Funds Rate plus one percent.

If the Corporation, in its sole discretion, determines that a Netting Member has, without good cause, failed to pay to the Corporation in a timely manner pursuant to this Rule a Funds-Only Settlement Amount, it may impose a fine upon such Member. As used in this Section, "good cause" means a causal event or occurrence that the Corporation, in its sole discretion, determines was beyond the reasonable control of a Netting Member; depending upon the specific circumstances, this may include an extended failure of Fedwire or the inability to gain access to Fedwire by a depository institution acting on behalf of either a Netting Member or the Corporation. The failure to pay the Corporation in a timely manner by a depository institution acting on behalf of a Netting Member including the Netting Member's Funds-Only Settling Bank, shall not automatically constitute "good cause."

RULE 14 - FORWARD TRADES

Section 1 - General

The netting, settlement, and margining of Forward Trades and Forward Net Settlement Positions are subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of any other Rule.

Section 2 - Forward Net Settlement Positions

Each Forward Net Settlement Position of a Netting Member shall be reported, by CUSIP Number, by the Corporation in a Report issued and made available during the morning of each Business Day during the Forward Period applicable to such Position to such Member. Such Positions shall be established by the Corporation by comparing the aggregate par value amount of each purchase and each sale of the Eligible Netting Securities with a distinct CUSIP Number that comprise the Forward Trades that underlie such Positions from the first day during the Forward Period on which such trades are compared until the current Business Day on which such Position is being established.

A new Forward Net Settlement Position shall be established on each successive Business Day during the Forward Period applicable to such Position. Each Forward Net Settlement Position automatically converts into a Net Settlement Position on the Scheduled Settlement Day for such Forward Net Settlement Positions. Except as otherwise provided for in Rule 22A with regard to an insolvent Member or member for which that Corporation has otherwise ceased to act, the Corporation will not establish or report Deliver Obligations or Receive Obligations with regard to a Forward Net Settlement Position.

Section 3 - Netting

Forward Net Settlement Positions of a Netting Member, either as originally established by the Corporation or as may be adjusted by the Corporation as the result of a correction of compared data made pursuant to these Rules, shall be fixed at the time the Report of such Positions is made available by the Corporation to a Netting Member, as provided in Section 10 of Rule 11. At that time, all deliver, receive, and related payment obligations between such Netting Member and the Corporation that were created by the Forward Trades, novated by the Corporation pursuant to Section 8 of Rule 5, and that comprise each Forward Net Settlement Position are terminated and replaced by the Deliver Obligations, Receive Obligations, and related payment obligations that will be established and reported by the Corporation with respect to each such Position on and, as applicable, after the Scheduled Settlement Day for such Positions.

Notwithstanding anything to the contrary in the above paragraph, if a Right of Substitution was established by the parties to a Repo Transaction, such Right of Substitution shall continue, and be recognized by the Corporation, after the netting of obligations pursuant to the above paragraph.

RULE 15 - SPECIAL PROVISIONS FOR CERTAIN NETTING MEMBERS

Section 1 -Submitting Members

A Submitting Member that has submitted to the Corporation pursuant to these Rules data on a trade on behalf of an Executing Firm shall be obligated to the Corporation pursuant to these Rules (including, if the trade is netted and settled through the Netting System, as regards the calculation of payment of Required Fund Deposit and Funds-Only Settlement Amounts) in connection with such trades to the same degree as if it itself had executed such trades.

Section 2 - Repo Brokers

At the request of the Corporation, each Repo Broker shall submit to the Corporation, data on all of its trades in Eligible Netting Securities, including trades done with Non-Members. Such request may include such data as is necessary to indicate, by reference number, a buy side that matches in par amount, and is bound to, one or more sell sides, and vice versa. Moreover, for every trade done by a Repo Broker involving an Eligible Netting Security, including trades done with Non-Members, the identity of each buy side and sell side counterparty shall be disclosed to the Corporation, in the form and manner prescribed by the Corporation for such disclosure. The requirements of this paragraph shall not apply to Repo Transactions.

If a Repo Broker fails to comply with the requirements of this Section, the Corporation, in its sole discretion, may treat such Member for purposes of these Rules as if it were a Dealer Netting Member, upon providing notice of such to the Member.

Notwithstanding anything to the contrary elsewhere in these Rules, including Rule 1, trades by a Repo Broker with a Non-Member that clears all of its trades in Eligible Netting Securities through one or more Netting Members (excluding Netting Members that are Repo Brokers), each of which in turn submits all of such trades of the Repo Broker to the Corporation for netting and settlement through the Netting System, shall be treated by the Corporation for purposes of determining the status of the Repo Broker as if they were trades with a Netting Member.

RULE 16 - NETTING OF LOCKED-IN TRADES

Section 1 - General

The Obligations of the Corporation and each Netting Member regarding Demand Trades and Locked-In Trades that are eligible for netting and settlement through the Netting System are subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of any other Rule, except Rules 17 through 20.

Section 2 - Net Settlement Positions Comprised of Locked-In Trades

Net Settlement Positions that are comprised in whole or in part of Demand Trades and/or Locked-In Trades shall, except as otherwise provided in Rule 17, be treated by the Corporation in the same manner as all other Net Settlement Positions.

RULE 17 - NETTING AND SETTLEMENT OF NETTING-ELIGIBLE AUCTION PURCHASES

Section 1 - General

The netting and settlement of Netting-Eligible Auction Purchases shall be subject generally to the provisions of Rules 11 through 16; however, the provisions of this Rule shall supersede any conflicting provisions of any other Rule.

Section 2 - Provision of Appropriate Deliver Instructions

A Netting Member that makes a Netting-Eligible Auction Purchase in connection with a Treasury Department auction shall provide the Federal Reserve Bank through which it makes such Auction Purchase, prior to the time of the making of such Auction Purchase and in the form and manner required by the Treasury Department or the Federal Reserve Bank, as fiscal agent of the United States, with appropriate instructions providing that such Auction Purchase shall be delivered to the agent bank or banks designated by the Corporation to act on its behalf with regard to such Auction Purchase, in lieu of being delivered to such Member, or to its agent bank or banks, for inclusion in the Corporation's netting process.

Section 3 - Redeliveries of Auction Purchases

Notwithstanding anything to the contrary elsewhere in these Rules, the Settlement Value of a Receive Obligation that reflects the initial redelivery by the Corporation of a Netting-Eligible Auction Purchase or Netting-Eligible Auction Purchases received from a Federal Reserve Bank to a Member in satisfaction of all or a part of a Net Long Position of Such Member shall be the greater of: (a) that Business Day's System Value for such Receive Obligation, or (b) the Average Auction Price for such Auction Purchase or Auction Purchases.

Section 4 - Exception to Obligation of the Corporation to Accept Delivery and Make Payment for Netting-Eligible Auction Purchases

The Corporation shall be obligated (through its appropriate agent bank in the case of Treasury Department auctions) to accept delivery of and make payment for any Netting-Eligible Auction Purchase that has been reported by the Corporation to a Netting Member, pursuant to Rule 6C, as if the Corporation had made the Auction Purchase. Notwithstanding this, if: (1) the Netting Member has a Net Long Position comprised in whole or part of Eligible Netting Securities with the same CUSIP Number as the Netting-Eligible Auction Purchase (hereinafter the "Residual Long Position"), (2) the Corporation has reasonable cause to believe, based on information it has received, that the Netting Member cannot or will not take delivery from the Corporation of such Residual Long Position and pay for it in accordance with these Rules, and (3) the Corporation has determined, from its analysis and prevailing market conditions that there is reasonable cause to believe that it would incur a loss upon liquidation of a Residual Long Position after application of the margin deposited by the Netting Member and the liquidation of the Netting Member's other Positions, then the Corporation shall have the right, prior to 8:30 a.m. (New York Time) on Issue Date, or later if approved by the Treasury Department to notify the Federal Reserve Bank from which such Auction Purchase was made that it will not accept delivery of, and make payment for,

the Netting Member's Auction Purchase up to the amount of the Netting Member's Residual Long Position. If the Corporation exercises its right to refuse delivery under this Section, it shall promptly inform the affected Netting Member that it has done so.

The Corporation shall also not be required to accept delivery of and make payment for any Netting–Eligible Auction Purchase that has been reported by the Corporation to a Netting Member, pursuant to Rule 6C, if the security auctioned in a Treasury Department auction that is the subject of the Netting-Eligible Auction Purchase is not issued.

As between the Corporation and the Netting Member, the Corporation's determinations under this Section shall be final.

Section 5 - Priority of Allocation of Auction Purchase Deliveries

The first priority of allocation of deliveries by the Corporation of Netting-Eligible Auction Purchases received from a Federal Reserve Bank, shall be, on a CUSIP Number-by-CUSIP Number basis, to ensure that every Netting Member with a Net Long Position (including a Revised Net Long Position) comprised in whole or part of Netting-Eligible Auction Purchases receives from the Corporation an amount of Auction Purchases equal to the lesser of such Member's Net Long Position or the amount of its Auction Purchases.

The second priority of allocation of deliveries by the Corporation of Netting-Eligible Auction Purchases received from a Federal Reserve Bank, shall be, on a CUSIP Number-by-CUSIP Number basis, to deliver such Auction Purchases, on an equal basis in $50 million increments, to each Member with a Net Long Position that remains unfilled.

Section 6 – Responsibility for Netting-Eligible Auction Purchases

A Netting Member shall be responsible pursuant to the Rules for a Locked-In Trade submitted with respect to it by a Federal Reserve Bank even if the data contains errors or omissions, and the Netting Member shall be liable as principal to the Corporation for all Locked-In Trades reported to the Corporation by a Federal Reserve Bank.

RULE 18 - SPECIAL PROVISIONS FOR REPO TRANSACTIONS

Section 1 - General

The obligations of the Corporation and each Netting Member regarding Repo Transactions are subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of any other Rule, except Rules 19 and 20.

Section 2 - Obligation to Submit Repo Transactions

Each Netting Member that has requested of the Corporation that it provide its Netting System services for such Member's Repo Transaction data submissions must submit to the Corporation, or to either another Registered Clearing Agency or a Clearing Agency that has been exempted from registration as a Clearing Agency by the SEC, for comparison and netting, data on all of its Repo Transactions, including Repo Transactions executed by an Executing Firm on whose behalf it is acting, with any other Netting Member or Executing Firm on whose behalf it or another Netting Member is acting, if such Repo Transactions are eligible for netting pursuant to these Rules. All collateral substitutions pertaining to Repo Transactions must be performed through the Corporation, and the requisite collateral substitution requests must be submitted to the Corporation in accordance with the requirements, procedures and timeframes established by the Corporation from time to time.

Each Netting Member must also submit to the Corporation for netting and settlement pursuant to these Rules data on each Repo Transaction (hereinafter an "Eligible Repo Transaction") executed by a Covered Affiliate that satisfies the following criteria: (i) the Repo Transaction is eligible for netting pursuant to these Rules, and (ii) the Repo Transaction is executed with another Netting Member or with a Covered Affiliate of another Netting Member. For purposes of this Section, the term "executed" shall include Repo Transactions that are cleared and guaranteed as to their settlement by the Covered Affiliate.

The preceding paragraph shall not apply to: (i) a Repo Transaction that is executed between a Member and its Affiliates or between Affiliates of the same Member (an "Affiliate Trade"), (ii) a trade of a Covered Affiliate that has executed less than an average of 30 Eligible Trades (as defined in Section 3 of Rule 11) plus Eligible Repo Transactions (excluding Affiliate Trades) per business day per month within the prior twelve-month period meeting such criteria, or (iii) a Repo Transaction the submission of which to the Corporation would cause the Member to be in violation of any applicable law, rule or regulation.

All trade data required to be submitted to the Corporation under this Section must be submitted on a trade-by-trade basis with the original terms of the trades unaltered. A Member or any of its Affiliates may not engage in the Pre-Netting of Trades prior to their submission to the Corporation in contravention of this section. In addition, a Member or any of its Affiliates may not engage in any practice designed to contravene the prohibition against the Pre-Netting of Trades.

If the Corporation determines that a Netting Member has, without good cause, violated its obligations pursuant to this section, such Netting Member may be reported to the appropriate

regulatory body, put on the Watch List and/or be subject to enhanced surveillance pursuant to Rule 3, or subject to an additional fee. In addition, the Corporation may discipline a Netting Member for a violation of this section in accordance with Rule 48**.**

All collateral substitutions pertaining to Repo Transactions must be performed through the Corporation, and the requisite collateral substitution requests must be submitted to the Corporation in accordance with the requirements, procedures and timeframes established by the Corporation from time to time.

Section 3 - Collateral Substitutions

With regard to any Repo Transaction that comprises a Net Settlement Position and carries with it a Right of Substitution, a substitution of the Eligible Netting Securities collateral that underlies the Repo Transaction shall be processed by the Corporation pursuant to the following procedures and requirements:

(a) A notification for a request for substitution that contains the required data items in the Schedule of Required and Accepted Data Submission Items for a Substitution, has been submitted to the Corporation by either: (i) the Netting Member who is the Repo Party that submitted the data on the Repo Transaction, or (ii) by a Demand Trade Source or a Locked-In Trade Source approved by the Corporation to provide such data.

(b) The notification, in the form and manner required by the Corporation, of the intent to substitute, has been submitted to the Corporation through the use of its designated messaging utility. The Corporation shall not accept notifications or amendments thereto in any other form and manner unless the Corporation has approved in advance such other form and manner. This notification or any amendments thereto may be submitted: (i) solely by a Repo Broker that was a party to the Repo Transaction, (ii) if the Repo Transaction is not a brokered one, by the Repo Party, or (iii) by a Demand Trade Source or a Locked-In Trade Source approved by the Corporation to provide such notification.

(c) The Repo Broker, the Repo Party, the Demand Trade Source or the Locked-In Trade Source referred to in subsection (b) above has submitted to the Corporation by the deadline published by the Corporation unless the deadline is extended by the Corporation, either in the notification described in subsection (b) of this Section 4 or otherwise as permitted by the Corporation, data on the nature of the New Securities Collateral, as specified in the Schedule of Required Data Submission Items for, New Securities Collateral, and any other detail deemed necessary, in the sole determination of the Corporation, to allow the Corporation to process the substitution.

(d) The required substitution requests with all necessary details have been submitted to the Corporation by the deadlines published by the Corporation unless the deadline is extended by the Corporation.

(e) All deliveries of Existing Securities Collateral or New Securities Collateral pursuant to this Rule shall be made in the same manner that Deliver and Receive Obligations of a Netting Member are required to be satisfied pursuant to Rule 12.

(f) Upon receipt of a request for such substitution and until information regarding the New Securities Collateral is provided to the Corporation for purposes of calculating the Required Fund Deposit of the Repo Party, the Corporation shall assign to the transaction a Contract Value which is 150 percent of the Contract Value of the original securities collateral. Moreover, where the Corporation has been notified of a substitution but the New Securities Collateral has not yet been reported to the Corporation, the Corporation shall base margining with respect to the New Securities Collateral on the applicable Generic CUSIP using the methodology that is used for securities whose volatility is less amenable to statistical analysis set forth in Section 1b of Rule 4.

The Corporation shall have no obligation to ensure the acceptability to the Reverse Repo Party of any New Securities Collateral transferred pursuant to this Section.

Section 4 - General Collateral, Forward-Starting Repos

In order for a submitted General Collateral Repo Transaction that is also a Forward-Starting Repo Transaction to be included in a Member's Net Settlement Position of the Repo Start Date, such member must inform the Corporation, in the form and manner as specified by the Corporation from time to time, and by the Close of Business on the Business Day prior to the Repo Start Date, of the Specific CUSIP Number(s) and par value(s) of the securities allocated to such transaction. If such Member does not so inform the Corporation of such information, the Corporation shall remove the General Collateral Repo Transaction from its books. This paragraph does not apply to GCF Repo Transactions.

Section 5 - Repo Transactions with Maturing Collateral

If a Repo Party has transferred Existing Securities Collateral that matures prior to the Scheduled Settlement Date for the End Leg of the Repo Transaction, such Member shall be obligated to substitute for such Existing Securities Collateral, by no later than the Close of Business on the Business Day prior to such maturity date, New Securities Collateral, in accordance with the terms of the transaction. Upon failure of such Member to timely make the required substitution, the Corporation shall remove the Repo Transaction from its books.

RULE 19 - SPECIAL PROVISIONS FOR BROKERED REPO TRANSACTIONS

Section 1 - General

The obligations of the Corporation and each Netting Member regarding Brokered Repo Transactions are subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of any other Rule.

Section 2 - Responsibilities of Repo Brokers

If a Repo Broker wishes to submit to the Corporation data on a Brokered Repo Transaction, it must do so through a second participant account, which the Corporation will assign to it. With respect to a Non-IDB Repo Broker, this separate account shall be its Segregated Repo Account.

A Repo Broker may submit to the Corporation data on a Brokered Repo Transaction only upon written agreement, and compliance, with the following conditions: (a) the Repo Broker's establishment of a separate account, with a separate Fedwire address, at a clearing bank that will be used exclusively for the settlement by the parties to the transaction of the Start Leg, and (b) the Repo Broker's granting of the necessary permissions to allow this account to be subject to review by the Corporation.

A Repo Broker that submits to the Corporation data on Brokered Repo Transactions shall be responsible for responding promptly and in good faith to notifications submitted by the Corporation and/or Netting Member counterparties to it of errors with such data, by modifying or canceling and replacing any incorrect data.

Section 3 - Responsibilities of Netting Members With Respect to Their Brokered Repo Transactions

A Netting Member whose counterparty is a Repo Broker must submit, or have submitted on its behalf, to the Corporation, or to either another Registered Clearing Agency or a Clearing Agency that has been exempted from registration as a Clearing Agency by the SEC, in a timely and accurate manner, data on all of its Brokered Repo Transactions. Notwithstanding anything to the contrary elsewhere in these Rules, if the Netting Member fails, without good cause as determined by the Corporation, to submit data on Brokered Repo Transaction to the Corporation on a timely or accurate basis, the Corporation may treat the Brokered Repo Transaction as compared based on the data submission received from the Repo Broker's counterparty for purposes of assessing all Clearing Fund deposit and Funds-Only Settlement Amount payment consequences of the Transaction, as well as the respective Receive Obligations(s) and/or Deliver Obligations(s) of the parties to the Transaction.

Section 4- Calculation of Funds-Only Settlement Amounts for Repo Brokers

Repo Brokers must satisfy, each business day, their Funds-Only Settlement Amount obligations including Forward Mark Adjustment Payments, according to the following parameters:

(i) Any Debit Forward Mark Adjustment Payment or Credit Forward Mark Adjustment Payment up to a dollar amount cap (the "Cap") that will be determined by the Corporation from time to time, shall be automatically collected from, or paid to the Repo Broker, as applicable.

(ii) If the Repo Broker represents to the Corporation that it is unable to pay the amount of a Debit Forward Mark Adjustment Payment in excess of the Cap, the Corporation may, in its sole discretion, finance such amount. In such case, the Repo Broker shall be responsible for: (i) any costs incurred by the Corporation in arranging the financing (i.e., an administrative fee set forth in the Fee Structure) and (ii) reimbursing the Corporation for the financing costs incurred. The Repo Broker's Clearing Fund deposit shall secure such financing.

(iii) The Corporation may, in its sole discretion, retain any amount of a Credit Forward Mark Adjustment Payment that is in excess of the Cap.

Repo Brokers maintaining more than one Segregated Repo Account must aggregate Debit Forward Mark Adjustment Payments and Credit Forward Mark Adjustment Payments in those accounts for purposes of the Cap. The Corporation will retain the right to assess any and all Funds-Only Settlement amounts to the Netting Member counterparty of the Repo Broker in accordance with Section 3 above.

Section 5- Assumption of Blind Brokered Fails

With respect to a fail of the Start Leg of a Brokered Repo Transaction (notwithstanding Section 2(v) of Rule 11) or End Leg of a Brokered Repo Transaction (notwithstanding Section 2(v) of Rule 11), the Corporation may, in its sole discretion in order to facilitate the settlement of such Leg, assume responsibility for such fail from the Repo Broker whether or not the Transaction has been compared. If the Corporation assumes responsibility for such Transaction, it shall become part of the counterparty's Fail Deliver Obligation or Fail Receive Obligation as the case may be.

RULE 20 - SPECIAL PROVISIONS FOR GCF REPO TRANSACTIONS

Section 1 - General

The netting and settlement obligations of the Corporation and each Netting Member regarding GCF Repo Transactions are subject to the special provisions of this Rule, and such provisions supersede any conflicting provisions of any other Rule. Registered Investment Company Netting Members shall not be permitted to participate in the Corporation's GCF Repo Service.

Section 2 - Netting

On each Business Day, the Corporation shall net all of a Netting Member's GCF Repo Transactions in a particular Generic CUSIP Number. GCF Repo Transactions shall be netted only with other GCF Repo Transactions. On each Business Day, for each separate Generic CUSIP Number, the Corporation shall establish a GCF Net Settlement Position for the outstanding GCF Repo Transactions of a Netting Member, by comparing the aggregate par value amount of each GCF Repo Transaction in which the Netting Member is a lender of cash and a borrower of securities or cash collateral (hereinafter, the "Cash Lender Total") and each GCF Repo Transaction in which the Netting Member is a borrower of cash and a lender of securities or cash collateral (hereinafter, the "Cash Borrower Total"). If the Cash Lender Total exceeds the Cash Borrower Total, the resulting difference will constitute a GCF Net Funds Lender Position. If the Cash Borrower Total exceeds the Cash Lender Total, the resulting difference will constitute the GCF Net Funds Borrower Position. All GCF Net Settlement Positions shall be reported, by Generic CUSIP Number, by the Corporation promptly to each Netting Member.

Except as otherwise provided for in this Rule, GCF Net Settlement Positions shall be treated by the Corporation in the same manner as all other Net Settlement Positions for purposes of these Rules.

Section 3 - Collateral Allocation and Cash Obligations Associated with Collateral Allocation Entitlements

On each Business Day, the Corporation shall establish collateral allocation requirements for each of a Netting Member's GCF Net Funds Borrower Positions and GCF Net Funds Lender Positions such that: (a) for every GCF Net Funds Borrower Position, the Netting Member shall have a Collateral Allocation Obligation equal to such Position, and (b) for every GCF Net Funds Lender Position, the Netting Member shall have a Collateral Allocation Entitlement equal to such Position. Every Collateral Allocation Entitlement and Collateral Allocation Obligation that is established by the Corporation on a particular Business Day shall be netted on the next Business Day with such day's Collateral Allocation Entitlement and/or Collateral Allocation Obligation, within a timeframe for such established by the Corporation (referred to as net-of-net settlement). Collateral Allocation Obligations and cash obligations associated with Collateral Allocation Entitlements must be satisfied by a Netting Member within the timeframes established for such by the Corporation in the Schedule of GCF Repo Timeframes.

If a Netting Member does not satisfy its consequent Collateral Allocation Obligation by the applicable deadline for such allocation as set forth in the Schedule of GCF Repo Timeframes, such Netting Member shall be subject to a late fee. In addition, the Corporation shall process Collateral Allocation Obligations that are submitted after the applicable deadline on a good faith basis only. If the Netting Member does not satisfy its consequent Collateral Allocation Obligation, such Netting Member shall be deemed to have failed on such Position, the consequence of which shall be that the Member shall not be entitled to receive the funds borrowed, but shall owe interest on such funds amount. If a Net Funds Payor does not satisfy its cash obligations by the applicable deadline set forth in the Schedule of GCF Repo Timeframes, such Net Funds Payor shall be subject to a late fee. If the Net Funds Payor does not satisfy its cash obligation by the close of the Fedwire Funds Service, it shall be subject to an additional late fee and shall be required to satisfy any outstanding cash obligation promptly upon the opening of the Fedwire Funds Service the next Business Day. Failure to do so may result in disciplinary action, including termination of membership.

A Netting Member that has, on a particular Business Day, a Collateral Allocation Obligation, may satisfy such Obligation by posting with the Corporation, pursuant to these Rules: (i) Comparable Securities, (ii) Other Acceptable Securities, (iii) U.S. Treasury bills, notes, or bonds maturing in a time frame no greater than that of the securities that have been traded (except where such traded securities are U.S. Treasury bills, such Obligations must be satisfied with the posting of Comparable Securities and/or cash only), and/or (iv) cash.

If on any Business Day, at the time set forth in the Schedule of GCF Repo Timeframes, a Netting Member's Collateral Allocation Obligation from the previous Business Day is greater than the value of the securities and cash delivered by such Netting Member to satisfy such Collateral Allocation Obligation, then such Netting Member shall deliver to the Corporation additional (i) Comparable Securities, (ii) Other Acceptable Securities, (iii) U.S. Treasury bills, notes or bonds maturing in a time frame no greater than that of the securities that have been traded (except where such traded securities are U.S. Treasury bills, such Collateral Allocation Obligations must be satisfied with the posting of Comparable Securities and/or cash only) and/or (iv) cash such that the total value of the securities and cash delivered by such Netting Member to satisfy such Collateral Allocation Obligation is greater than or equal to such Collateral Allocation Obligation. Such additional securities and/or cash must be delivered to the Corporation within the timeframe set forth in the Schedule of GCF Repo Timeframes.

If a Net Funds Payor who is otherwise in good standing with the Corporation does not satisfy its cash obligation or only satisfies a portion of its cash obligation within the timeframe established for such by the Corporation in the Schedule of GCF Repo Timeframes, the Corporation shall proceed as follows:

(i) The Corporation shall first consider whether the GCF Clearing Agent Bank of the Net Funds Payor who failed to satisfy its cash obligation will provide overnight financing and/or whether the Corporation shall use an end-of-day borrowing of Clearing Fund cash in an amount up to the lesser of $1 billion or 20 percent (20%) of available Clearing Fund Cash ("EOD Clearing Fund Cash"). The Corporation shall not set a priority between the use of EOD Clearing Fund Cash and uncommitted financing from the GCF Clearing Agent Bank. Any cash from these resources shall be applied to the unsettled cash

entitlements of the Net Funds Receivers on a pro rata basis. The pro-ration will be based upon the percentage of each Net Fund Receiver's unsettled obligation versus the total amount of all unsettled cash obligations.

(ii) If an unsettled cash obligation still remains, Net Funds Receivers with unsettled positions at the GCF Clearing Agent Bank of the Net Funds Payor who did not fulfill its cash obligation shall be required to enter into overnight reverse repurchase agreements under the GCF Repo Allocation Waterfall MRA as described in Section 3b of this Rule. The amount of such reverse repurchase agreement shall be at the remaining unsettled amount per Net Funds Receiver.

The associated overnight interest of the reverse repurchase agreements will be debited from the Net Funds Payor and credited to the applicable Net Funds Receivers in the Funds-Only Settlement process as a Miscellaneous Adjustment Amount.

Any resulting costs incurred by the Corporation and/or the Net Funds Receivers from the implementation of any actions pursuant to clause (i) or (ii) above would be debited from the Net Funds Payor whose shortfall caused the liquidity need. The Net Funds Receivers requesting compensation in this regard would be required to provide proof of commercially reasonable expenses and would need to submit a formal claim to the Corporation. Upon approval by the Corporation, the Net Funds Receiver would receive a credit that would be processed in the Funds-Only Settlement process as a Miscellaneous Adjustment Amount. The debit for the Net Funds Payor would be processed in the same way.

Unless the Corporation has restricted the Member's access to services pursuant to Rule 21 or Rule 21A or has ceased to act for the Member pursuant to Rule 21 or Rule 21A, the Net Funds Payor shall be permitted to continue to submit activity to the Corporation.

A Netting Member that had a Collateral Allocation Entitlement may not withdraw the securities or cash collateral that it receives from its account at the GCF Clearing Agent Bank and shall have the obligation to settle the new net settlement amount on the next Business Day and the right to receive back from the Corporation the net funds amount that it paid on the previous Business Day. The Corporation shall charge such Netting Member for any actual damages directly suffered by the other Netting Member as a result of not receiving back the same securities, and shall remit any amounts received to the other Netting Member. Such damages must be sufficiently demonstrated to the satisfaction of the Corporation and may not include special, consequential or punitive damages. A Netting Member that had a Collateral Allocation Obligation shall have the obligation to settle the new settlement amount on the next Business Day and the right to receive back from the Corporation the net securities or cash collateral that it posted on the previous Business Day. Notwithstanding the foregoing, if the Netting Member is not able, due to reasons beyond its control and despite exercising best efforts, to return any collateral due back to the Corporation, the Netting Member may return: (i) Comparable Securities, (ii) Other Acceptable Securities, (iii) U.S. Treasury bills, notes, or bonds maturing in a time frame no greater than that of the securities that have been traded (except where such traded securities are U.S. Treasury bills, such Obligations must be satisfied with the posting of Comparable Securities and/or cash only), and/or (iv) cash.

Notwithstanding the paragraphs immediately above in this Section 3 of Rule 20, Treasury floating rate notes may not be used to satisfy Collateral Allocation Obligations or substitutions with respect to Treasury Inflation-Protected Securities, Separate Trading of Registered Interest and Principal Securities, or fixed-rate mortgage-backed securities issued by Fannie Mae, Freddie Mac or Ginnie Mae.

Notwithstanding anything to the contrary in these Rules, on any particular Business Day, the Corporation, in its sole discretion, may increase the amount of a Netting Member's Collateral Allocation Obligation by as much as ten percent of such Obligation.

For purposes of this Rule 20, the reference to "U.S. Treasury bills, notes or bonds" shall not include Treasury floating rate notes, Treasury Inflation-Protected Securities or Separate Trading of Registered Interest and Principal Securities.

Section 3a – **[RESERVED]**

Section 3b – Obligation of Net Funds Receivers to Enter into Overnight Reverse Repurchase Agreements with the Corporation

If a Net Funds Payor satisfies only a portion of its cash obligation or does not satisfy any of its cash obligation and/or the Corporation is only able to raise a portion of the unsettled cash amount or is not able to raise any of the unsettled cash amount to cover such cash obligation, the Net Funds Receivers at the GCF Clearing Agent Bank of the Net Funds Payor who did not fulfill its obligation (the "Affected Netting/CCIT Members") shall be required to enter into overnight reverse repurchase agreements with the Corporation, as described herein, on the Generic CUSIP Number for which such Net Funds Payor failed to fulfill its cash obligation. The amount of such reverse repurchase agreement shall be at the remaining unsettled amount per Affected Netting/CCIT Member.

The September 1996 Securities Industry and Financial Markets Association Master Repurchase Agreement (without the referenced annexes, other than in the case of any Netting Member that is a Registered Investment Company, Annex VII) is hereby incorporated by reference in the Rules as a master repurchase agreement between the Corporation, as Seller, and each Affected Netting/CCIT Member, as Buyer (the "GCF Repo Allocation Waterfall MRA"); *provided* that, notwithstanding anything else in the GCF Repo Allocation Waterfall MRA:

(i) Transactions (for purposes of this Section 3b, as defined in the GCF Repo Allocation Waterfall MRA) shall only be initiated by the Corporation in accordance with this Rule,

(ii) all Transactions shall be terminable only by demand of the Corporation and in accordance with this Rule,

(iii) all Securities (for purposes of this Section 3b, as defined in the GCF Repo Allocation Waterfall MRA) shall be transferred in the Corporation's sole discretion,

(iv) any and all notices, statements, demands or other communications under the GCF Repo Allocation Waterfall MRA shall be given by a party to the other in accordance with the notice provisions set forth in the Rules,

(v) so long as the Affected Netting/CCIT Member is a Netting Member or CCIT Member, as applicable, of the Corporation, the GCF Repo Allocation Waterfall MRA may only be terminated by the Corporation,

(vi) there shall be no Events of Default (as defined in the GCF Repo Allocation Waterfall MRA) with respect to the Seller other than a Corporation Default,

(vii) it shall be an "Event of Default" with respect to Buyer under a GCF Repo Allocation Waterfall MRA if the Corporation ceases to act for the relevant Affected Netting/CCIT Member,

(viii) Section 19(a) of the GCF Repo Allocation Waterfall MRA shall be amended by adding at the end thereof and before the period ", and this Agreement and each Transaction is of a type set forth in Section 5390(c)(8)(D) of Title 12 of the United States Code, as amended,"

(ix) Section 19(b) of the GCF Repo Allocation Waterfall MRA shall be amended by adding at the end thereof before the period ", and a right to terminate, liquidate or accelerate as described in Section 5390(c)(8)(A) and (C) of Title 12 of the United States Code, as amended."

Once the Corporation has determined that it will require financing in order to satisfy a cash obligation to a Netting Member or CCIT Member in a Net Funds Receiver Position, it shall notify each Affected Netting/CCIT Member of the principal amount of the relevant Generic CUSIP Number subject to the applicable overnight reverse repurchase transaction (the "Financed Securities") and the corresponding purchase price (the "Financing Amount"). Upon notification by the Corporation, the Corporation shall initiate such overnight reverse repurchase transactions with Affected Netting/CCIT Members under the terms and conditions of the GCF Repo Allocation Waterfall MRA.

All Collateral Allocation Obligations in respect of Financed Securities shall be deemed satisfied by operation of this Rule and settlement of any original transaction between the Corporation and the Affected Netting/CCIT Member shall be final notwithstanding that the Financed Securities are not required to be allocated for the benefit of the Corporation in connection with the original transaction by the Affected Netting/CCIT Member who is a buyer in a reverse repurchase transaction (such Collateral Allocation Obligation being netted against delivery to the buyer under the GCF Repo Allocation Waterfall MRA).

Section 4 - Right of Substitution

On any Business Day (within the timeframes established by the Corporation by notice to all Members), a Netting Member that posted with the Corporation securities in satisfaction of its Collateral Allocation Obligation on the previous Business Day may substitute for any securities so delivered on such day cash, or (i) Comparable Securities, (ii) Other Acceptable Securities, or

(iii) U.S. Treasury bills, notes or bonds maturing in a time frame no greater than that of the securities that have been traded (except where such traded securities are U.S. Treasury bills, substitution may be with Comparable Securities and/or cash). All requests for substitutions must be made by the substitution deadline established by the Corporation and announced to Members by Important Notice from time to time.

On any Business Day (within the timeframes established by the Corporation by notice to all Members), a Netting Member that posted with the Corporation cash in satisfaction of its Collateral Allocation Obligation on the previous Business Day may substitute for any securities so delivered on such day (i) U.S. Treasury bills, notes or bonds maturing in a time frame no greater than that of the securities that have been traded (except where such traded securities are U.S. Treasury bills, substitution may be with Comparable Securities), (ii) Comparable Securities, or (iii) Other Acceptable Securities. All requests for substitutions must be made by the substitution deadline established by the Corporation and announced to Members by Important Notice from time to time.

Section 5 - Novation

GCF Net Settlement Positions and resultant Collateral Allocation Entitlements and Collateral Allocation Obligations, either as originally established by the Corporation or as may be adjusted by the Corporation as the result of a modification of data made pursuant to these Rules, shall be fixed at the time the Report of such Positions, Entitlements, and Obligations is made available by the Corporation to a Netting Member. At that time, all deliver, receive, and related payment and collateral allocation obligations between such Netting Member and the Corporation that were created by the GCF Repo Transactions, novated by the Corporation pursuant to Section 8 of Rule 5, and that comprise a GCF Net Settlement Position or Positions are terminated and replaced by the Collateral Allocation Entitlements and Collateral Allocation Obligations and related payment obligations for such Members that are listed in the Report.

Section 6 - Authority of the Corporation to Act on Behalf of a GCF-Authorized Inter-Dealer Broker

If, as the result of a data submission error, a GCF-Authorized Inter-Dealer Broker has a GCF Net Settlement Position, the Corporation shall have the authority to borrow cash and/or securities and/or enter into repurchase transactions for cash or securities with a Netting Member or Clearing Agent Bank to fulfill the obligations of such GCF-Authorized Inter-Dealer Broker attendant to the incurring of such Position. If the Corporation takes such action, such GCF-Authorized Inter-Dealer Broker shall be liable to it for any costs incurred.

RULE 21 - RESTRICTIONS ON ACCESS TO SERVICES

Section 1 - Cause for Action by the Corporation

Based upon the judgment of the Board that adequate cause exists to do so, or as otherwise provided for in Rule 3, the Corporation may, at any time, upon providing notice to the Member, suspend a Member from any service provided by the Corporation either with respect to a particular transaction or transactions or with respect to transactions generally, or prohibit or limit such Member with respect to access to services offered by the Corporation in the event that:

(a) the Member or its Permitted Margin Affiliate has failed to perform any of its obligations to the Corporation arising under these Rules or under the Procedures or has materially violated any Rule or Procedure of, or any agreement with, the Corporation or those of an FCO with which the Corporation has entered into a Cross-Margining Agreement;

(b) the Member has failed to make to the Corporation, or to an FCO with which the Corporation has entered into a Cross-Margining Agreement, on a timely basis, any required payment, or deposit or delivery provided for in these Rules or in the Procedures, or those of the applicable FCO, including any fee, fine other charge, and a delivery of securities;

(c) the Board has determined that the Member is no longer in compliance with any provision of (i) the admission standards provided in Rule 2A that would be applicable to it if it were an applicant for membership, including consideration of the disqualification criteria contained in Rule 2A, or (ii) the continuance standards provided in Rule 3 applicable to it, including any operational testing and related reporting requirements and including consideration of the disqualification criteria contained in Rule 2A;

(d) the Board has reasonable grounds to believe that the Member, or its Controlling Management has been responsible for fraudulent or dishonest conduct or breach of fiduciary duty or has made a material misstatement or omitted to state a material fact in any statement to the Corporation or to any officer or employee of the Corporation in connection with its application to become a Member, or thereafter, in connection with any transaction processed or service furnished by the Corporation;

(e) the Board has reasonable grounds to believe that the Member is in or is approaching significant financial or operational difficulty or otherwise will be unable to meet its obligations to the Corporation;

(f) a GCF Clearing Agent Bank has determined to cease to extend credit to the Member;

(g) the Board otherwise has reasonable grounds to believe that such suspension, prohibition or limitation is necessary either for the protection of the Corporation or any of the other Members or to facilitate the orderly and continuous performance of the Corporation's services.

The Board may determine that adequate cause for suspension, prohibition or limitation does not exist, either unconditionally or on an appropriate temporary or other conditional basis, if

the Board determines that any standard specified in this Section, as applied to a Member or its Controlling Management is unduly or disproportionately severe or that the conduct of such Member or its Controlling Management has been such as not to make it against the interests of the Corporation, other Members, or the public for the Corporation to continue to act for such Member.

Section 2 – Restriction on Access or Suspension

Before the Corporation suspends a Member with respect to a particular transaction or transactions or prohibits or limits such Member's access to services offered by the Corporation pursuant to this Rule, the Corporation shall notify such Member as soon as practicable that it has taken such action, and such notice shall set forth the specific grounds under consideration upon which any suspension, prohibition or limitation of access may be based and shall contain notice to the Member of its right to request a hearing, pursuant to Rule 37. Any such hearing requested pursuant to Rule 37 shall be held as promptly as possible after such statement is furnished. If the Corporation takes any action pursuant to this Section, it shall notify the SEC as soon as practicable.

Section 3 – Summary Suspension

Notwithstanding Section 2 of this Rule, the Board may summarily suspend a Member with respect to a particular transaction(s) or transactions generally or summarily prohibit or a limit a Member's access to services offered by the Corporation in the event that the Member meets one or more of the criteria in Section 1 of this Rule and the Corporation determines, in its discretion, that such action is necessary for the protection of the Corporation or its members.

In the event that any Member has been summarily suspended, the Corporation may cease to act for such Member in accordance with Rule 22A, except as otherwise provided by these Rules. Any summary action which may be taken by the Board pursuant to this Section may instead be taken by one or more designees of the Board in the event that a quorum of the Board is unable to meet, provided that any summary action taken by one or more designees must be confirmed by the Board within 3 business days.

Any Member that has been summarily suspended or whose access has been summarily prohibited or limited pursuant to this Section shall be promptly furnished a written statement of the grounds for the decision and shall be notified of its right to request a hearing pursuant to Rule 37, except that the request for a hearing must be in writing and filed within 2 business days of receipt from the Corporation of such statement. Any such hearing requested pursuant to Rule 37 shall be held as promptly as possible after the Corporation has taken summary action against the Member pursuant to this Rule.

Section 4 - Action by the Corporation

Any action taken by the Corporation pursuant to this Rule may include, but shall not be limited to, any one or more of the following actions:

(a) ceasing to act for the Member pursuant to Rule 22A;

(b) limiting or excluding the Member's participation in one or more transactions or services which are available to the Member.

Section 5 - Rights and Remedies

After the Corporation has taken action pursuant to this Rule with respect to a Member with respect to either a particular transaction or transactions generally, the Corporation shall nevertheless have the same rights and remedies in respect of any monies or securities due from such Member, or any liability incurred as the result of such Member's action, or on behalf of such Member, as though the Corporation had not taken such action.

Section 6 - Report of Actions

A written report of any actions taken by the Corporation pursuant to this Rule, and the reasons therefore, shall be promptly made and filed with the SEC and with the Corporation's records.

RULE 21A – WIND-DOWN OF A NETTING MEMBER

When a Netting Member notifies the Corporation that it intends to wind down its activities, the Corporation may, in its sole discretion, in order to protect itself and its participants, determine that such Member is a "Wind-Down Member". In that event and, without limiting any other rights of the Corporation under these Rules and Procedures, the Corporation may impose conditions on, or take actions with respect to, the Wind-Down Member as provided below.

As soon as practicable after the Corporation determines that a Member is a Wind-Down Member, the Corporation shall notify the Wind-Down Member, all other Members and the SEC of such determination.

The Corporation may, in its discretion, impose conditions on, or take actions with respect to, the Wind-Down Member as appropriate to mitigate risk the Corporation perceives may be presented by the Wind-Down Member, including but not limited to, the following:

(i) Permitting the Wind-Down Member to submit to the Corporation only transactions that serve to support the wind-down;

(ii) Permitting the Wind-Down Member to continue use of one or more of the Corporation's services, notwithstanding that it may not meet some or all of the financial or operational requirements for continuance as a Netting Member;

(iii) Restricting or modifying the Wind-Down Member's use of any or all of the Corporation's services (whether generally, or with respect to certain transactions);

(iv) Requiring additional assurances of the financial responsibility or operational capability of the Wind-Down Member through, for example, submission of a guaranty of the Wind-Down Member's obligations to the Corporation by an entity acceptable to the Corporation and/or additional reporting by the Wind-Down Member;

(v) Agreeing to complete one or more trades to which the Wind-Down Member is a party prior to the time the Corporation otherwise would novate and guarantee the settlement of such trade pursuant to these Rules;

(vi) Requiring the Wind-Down Member to post increased Clearing Fund deposits and/or to post its Required Fund Deposit in proportions of cash, Eligible Netting Securities and Eligible Letters of Credit different from those permitted under Rule 4;

(vii) Prohibiting the Wind-Down Member from withdrawing Clearing Fund on deposit in excess of its Required Fund Deposit; or

(viii) Calculating the Required Fund Deposit of the Wind-Down Member in a manner different from that provided in Rule 4, in order to more appropriately reflect the risk presented by the Wind-Down Member to the Corporation, such as, for example, not applying certain components of the Required Fund Deposit calculation; or

(ix) Liquidating by buying-in or selling-out, as applicable, any open positions of the Wind-Down Member, for the benefit of such Wind-Down Member with any profit or loss resulting therefrom being debited or credited, as applicable, to the settlement account of the Wind-Down Member

If the Corporation takes, or mandates, any action pursuant to this Rule, the Corporation shall, as soon as practicable thereafter, notify the SEC and such other Members as it deems proper due to the nature of such action, and shall inform Members as to whether the Corporation shall relieve Members from the loss allocation obligations of Rule 4 with respect to transactions that Members enter into with the Wind-Down Member.

Notwithstanding the foregoing, the Corporation shall not be restricted from exercising any of its rights in these Rules or in any agreements between itself and the Member at any time, including the Corporation's right at any time to cease to act for the Wind-Down Member pursuant to Rules 21, 22 or 22A.

RULE 22 - INSOLVENCY OF A MEMBER

Section 1 - Obligation to Inform of Insolvency

A Member that (a) fails to perform any of its material contracts, obligations or agreements, (b) determines that it will be unable to perform any of its material contracts, obligations or agreements or (c) is insolvent, shall immediately notify the Corporation orally and in writing of such. Until a Member has so notified the Corporation, the Member, by submitting to the Corporation trade data with regard to transactions to which such Member is a party, shall be deemed to represent and warrant that it (d) is able to perform, and has not failed to perform, its material contracts and obligations, and (e) is not insolvent.

Section 2 - Determination of Insolvency

(a) A Member shall be treated by the Corporation in all respects as insolvent:

(i) upon receipt of the notice specified in Section 1 of this Rule, provided, however, that a Member shall not be treated as insolvent in the event such Member (without being deemed to have admitted its liability thereunder) provides or posts a bond, indemnity, or guaranty from a third party that the Board, in its sole discretion, deems satisfactory to ensure the performance of the Member's obligations;

(ii) in the event that the Member is determined to be insolvent by the Board, or by any Designated Examining Authority, Appropriate Regulatory Agency, or other examining authority or regulator with jurisdiction over such Member or any Self-Regulatory Organization or other self-regulatory organization that such Member is a member of;

(iii) if the Member is a member of the Securities Investor Protection Corporation, in the event that a court of competent jurisdiction finds that the Member meets any one of the conditions set forth in clauses (A), (B), (C), or (D) of Section 5(b)(1) of the Securities Investor Protection Act of 1970;

(iv) in the event of the entry or the making of a decree or order by a court, regulator or other supervisory authority of competent jurisdiction (A) adjudging the Member as bankrupt or insolvent, (B) approving as properly filed a petition seeking reorganization, arrangement, liquidation, dissolution, adjustment or composition of or in respect of the Member under the Bankruptcy Code or any other applicable Federal, State or other U.S. or non-U.S. law, including any bankruptcy, insolvency, reorganization, liquidation, dissolution, or similar law, (C) appointing a receiver, custodian, liquidator, provisional liquidator, administrator, provisional administrator, assignee, trustee, sequestrator (or other similar official) for the Member or for any substantial part of its property, (D) ordering the winding up or liquidation of its affairs, or (E) consenting to the institution by the Member of proceedings to be adjudicated as a bankrupt or insolvent; or

(v) the filing by the Member of a petition, or any case or proceeding, seeking reorganization or relief under the Bankruptcy Code or any other applicable Federal, State

or other U.S. or non-U.S. law, including any bankruptcy, insolvency, reorganization, liquidation, dissolution, or similar law, or the consent by the Member to the filing of any such petition, case or proceeding or to the appointment of a receiver, custodian, liquidator, assignee, trustee, sequestrator or other similar official for the Member or for any substantial part of its property, or the making by the Member of an assignment for the benefit of its creditors, or the admission by the Member in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Member in furtherance of any such action.

(b) The provisions of Section 2(a) of this Rule 22 shall be applicable to a Member that is a Cross-Margining Participant and, in addition, a Cross-Margining Participant may also be treated as insolvent under any circumstances specified in Rule 43.

(c) A Member may also be treated as insolvent by the Corporation, in its sole discretion, if a GCF Clearing Agent Bank determines to cease to extend credit to such Member.

(d) A Member that has entered into a Cross-Margining Agreement with the Corporation may be treated as insolvent by the Corporation, in its sole discretion, if it or a Cross-Margining Affiliate defaults in its obligations to an FCO with which the Corporation has a Cross-Margining Agreement.

(e) A Member may be treated as insolvent by the Corporation, in its sole discretion, if a Permitted Margin Affiliate of the Member defaults in its obligations to the Corporation.

Section 3—Ceasing to Act for the Member

Except as otherwise may be determined by the Board in any particular case, the Corporation shall cease to act for the insolvent Member, as detailed in Rule 22A.

RULE 22A – PROCEDURES FOR WHEN THE CORPORATION CEASES TO ACT

Section 1 – Notification

When the Corporation has ceased to act for a Member, it shall provide Members and the SEC with notice stating the Corporation's decision to cease to act for the Member. The Corporation may provide in such notice or a subsequent notice the steps to be taken as well as how pending transactions shall be affected.

Section 2 - Action by the Corporation

Except as otherwise may be determined by the Board in any particular case, from and after the time the Corporation ceases to act for a Member, the following shall apply:

(a) Notwithstanding anything to the contrary in the Schedule for Deletion of Trade Data Submitted to the Comparison System that is published from time to time by the Corporation, trades to which the Member is a party the data on which have been submitted to the Corporation that have not been deemed Compared Trades upon receipt by the Corporation pursuant to these Rules or that have not been reported by the Corporation to Members as Compared Trades shall be deleted from the Comparison System, unless otherwise determined by the Board in order to promote an orderly settlement.

(b) Except as otherwise provided in Rules 17 and 18, all long and short Net Settlement Positions, Fail Net Settlement Positions, and Forward Net Settlement Positions, of the Member outstanding at the time the Corporation ceases to act for the Member that have been reported by the Corporation to Members pursuant to Rule 11 and Rule 14 shall be closed out by (i) for each Eligible Netting Security with a distinct CUSIP Number, establishing a final Net Settlement Position (hereinafter, the "Final Net Settlement Position") that shall be equal to the net of all outstanding deliver and receive obligations of the Member in each Security, including those that arise from Fail Net Settlement Positions and those that are determined by the Corporation to arise from Forward Net Settlement Positions, and (ii) buying, borrowing, or reversing in or selling, lending or repoing out the Securities deliverable by or to such insolvent Member, and/or borrowing or lending monies, in order to close out the Final Net Settlement Position established for each Security. If a Member also has a Market Professional Cross-Margining Account, any resulting gains upon liquidation of the Member's proprietary Account shall be used to offset any resulting liquidation loss in the Market Professional Cross-Margining Account. This close out procedure shall be completed as promptly as practicable after the Corporation has given notice pursuant to Section 1 of this Rule Corporation's determination to cease to act, unless the Board determines that the immediate close out of Positions in a security may be disadvantageous to the Corporation or may promote a disorderly market in that security, in which case the Corporation may suspend the operation of this close-out provision until such later time as is determined by the Board, except that the Board may not suspend the operation of such close-out procedure for a period longer than 30 calendar days without the approval of such by the SEC. If, in the aggregate, the close-out of all of the Final Net Settlement Positions established for a Member results in the Corporation incurring any loss or liability, such loss or liability shall be allocated as provided in Rule 4. If, in the aggregate, the close-out of all of the Final Net Settlement Positions established for a Member

results in a profit to the Corporation (after the Corporation has fulfilled its obligations under any Cross-Margining Agreements and Limited Cross-Guarantee Agreements), such profit shall be credited to the Member, or to a duly-appointed legal representative of the Member.

Subsequent to the close-out of a Member's Positions, the Corporation shall in accordance with these Rules, ensure the timely settlement of all Deliver Obligations, Receive Obligations, and related payment obligations, that would have arisen had the Corporation not ceased to act, in accordance with the terms of the transactions that comprise such obligations. Notwithstanding the foregoing, if the Member was a GCF Net Funds Lender and had a Deliver Obligation of GCF-eligible mortgage-backed securities in connection with a GCF Repo Transaction, the Corporation shall be authorized to satisfy the Deliver Obligation with: (i) Comparable Securities, and/or (ii) U.S. Treasury bills, notes or bonds. In the alternative, the Corporation may, in its sole discretion, permit a GCF Net Funds Borrower to purchase Comparable Securities and/or U.S. Treasury bills, notes, or bonds in return for a cash payment by the Corporation equal to the price paid by the GCF Net Funds Borrower for the Comparable Securities and/or the U.S. Treasury bills, notes, or bonds; provided, however, that if the Corporation in its sole discretion determines that the price paid by the GCF Net Funds Borrower was unreasonably high, the Corporation shall be entitled to pay the GCF Net Funds Borrower a reasonable price (as determined by an independent third party pricing source) for the Comparable Securities and/or the U.S. Treasury bills, notes or bonds.

If the Corporation takes any action pursuant to this Section, it shall notify the SEC of such by the Close of Business on the Business Day on which such action is taken.

Section 2a – Liquidity Requirements of Netting Members

(a) **Master Repurchase Agreements**

In order to finance the Corporation's obligations related to Netting Members' Deliver Obligations in accordance with paragraphs (b) and (c) below, the SIFMA MRA (without the referenced annexes, other than in the case of any Netting Member that is a registered investment company, Annex VII) is hereby incorporated by reference in the Rules as a master repurchase agreement between the Corporation, as Seller, and each Netting Member, as Buyer (the "CCLF MRA"); *provided* that, notwithstanding anything else set forth in the CCLF MRA:

(A) CCLF Transactions (for purposes of this Section 2a, as defined in the CCLF MRA) shall only be initiated by the Corporation in accordance with this Rule 22A,

(B) all CCLF Transactions shall be terminable only by demand of the Corporation and in accordance with this Rule 22A except as specified in paragraph (L) below,

(C) all Securities (for purposes of this Section 2a, as defined in the CCLF MRA) shall be transferred by the Corporation in its sole discretion,

(D) any and all notices, statements, demands or other communications under the CCLF MRA shall be given by a party to the other in accordance with the notice provisions set forth in the Rules,

(E) so long as the Netting Member is a Member of the Corporation, the CCLF MRA may only be terminated by the Corporation,

(F) there shall be no Events of Default (for purposes of this Section 2a, as defined in the CCLF MRA) with respect to the Seller other than a Corporation Default,

(G) on any Business Day prior to the CCLF MRA Termination Date as defined in paragraph (L) below, the Corporation may, by notice to Buyer, terminate any CCLF Transaction, in whole or in part, by specifying such Business Day as the Repurchase Date (for purposes of this Section 2a, as defined in the CCLF MRA) for some or all of the Purchased Securities (for purposes of this Section 2a, as defined in the CCLF MRA),

(H) if the Corporation terminates a portion of a CCLF Transaction pursuant to clause (G) of this paragraph:

(1) the Repurchase Price (for purposes of this Section 2a, as defined in the CCLF MRA) for the Purchased Securities to be repurchased on such date (the "Relevant Securities") shall be an amount equal to the sum of the Purchase Price (for purposes of this Section 2a, as defined in the CCLF MRA) for the Relevant Securities and the unpaid Price Differential (for purposes of this Section 2a, as defined in the CCLF MRA) accrued on the Purchase Price for the Relevant Securities through such Business Day;

(2) upon transfer of the Repurchase Price for the Relevant Securities, the Relevant Securities shall no longer constitute Purchased Securities; and

(3) upon transfer of the Repurchase Price for the Relevant Securities, the Purchase Price for the CCLF Transaction shall be reduced by the Purchase Price for the Relevant Securities,

(I) It shall be an "Event of Default" with respect to Buyer under a CCLF MRA if the Corporation ceases to act for the relevant Affected Member,

(J) Section 19(a) of the CCLF MRA shall be amended by adding at the end thereof before the period ", and this Agreement and each CCLF Transaction is of a type set forth in Section 5390(c)(8)(D) of Title 12 of the United States Code, as amended",

(K) Section 19(b) of the CCLF MRA shall be amended by adding at the end thereof before the period ", and a right to terminate, liquidate or accelerate as described in Section 5390(c)(8)(A) and (C) of Title 12 of the United States Code, as amended", and

(L) If (x) a Corporation Default has occurred during the term of a CCLF Transaction or (y) the Corporation has not repurchased all Purchased Securities (for purposes of this Section 2a, as defined in the CCLF MRA) under the applicable CCLF Transaction by (A) the end of the 30th calendar day after the Purchase Date (for purposes of this Section 2a, as defined in the CCLF MRA) in the case of a CCLF Transaction where the underlying security is a U.S. government agency debenture or U.S. Treasury bill, note or bond or (B) the end of the 60th calendar day after the Purchase Date in the case of a CCLF Transaction where the underlying security is a mortgage-backed security (the "CCLF MRA Termination Date"), the Affected Member may exercise the rights of a "nondefaulting party" under Section 11 of the CCLF MRA as if an "Event of Default" with respect to the Seller had occurred and such Affected Member had exercised the option referred to in Section 11(a) of the CCLF MRA.

(b) **Capped Contingency Liquidity Facility ("CCLF")**

(i) In the event that the Corporation ceases to act for a Netting Member pursuant to this Rule 22A and determines, in its sole discretion, that it does not have the ability to obtain sufficient liquidity from other resources in order to satisfy the obligations of a Defaulting Member, the Corporation may declare a CCLF Event. Upon such declaration, the following shall occur:

(A) The Corporation shall issue an Important Notice to all Netting Members informing them of the CCLF Event with respect to the Defaulting Member and advising such Netting Members to review their most recent liquidity funding reports to determine their respective Individual Total Amount;

(B) The Corporation shall determine (x) which Netting Members had Deliver Obligations to the Corporation, the securities in respect of which were destined for the Defaulting Member (each such Netting Member, a "Direct Affected Member") and (y) the cash obligations of the Corporation to such Direct Affected Member in respect of which the Corporation needs financing (such Direct Affected Member's "Financing Amount");

(C) The Corporation shall notify each Direct Affected Member of the amount and description of the Eligible Netting Securities to which the Direct Affected Member's Financing Amount relates (such Direct Affected Member's "Financed Securities") and whether such

Affected Member is to deliver any such Financed Securities to the Corporation;

(D) The Corporation shall initiate CCLF Transactions with each Direct Affected Member having an aggregate purchase price up to such Affected Member's Financing Amount, but in no event in excess of such Direct Affected Member's Individual Total Amount;

(E) In the event that a Direct Affected Member's Financing Amount exceeds its Individual Total Amount (the "Remaining Financing Amount"), the Corporation shall advise (x) each other Direct Affected Member whose Financing Amount is less than its Individual Total Amount, and (y) each Netting Member that has not otherwise entered into CCLF Transactions with the Corporation (the "Indirect Affected Members," and together with the Direct Affected Members, "Affected Members") that the Corporation intends to initiate CCLF Transactions with such Affected Members based on such Affected Members' funding availability within their Individual Total Amounts. Each such CCLF Transaction shall have an aggregate purchase price equal to all or a portion of the Remaining Financing Amount, but in no event in excess of the Affected Member's Individual Total Amount (after taking into account all CCLF Transactions in connection with the subject CCLF Event);

(F) At any time and from time to time, if a Remaining Financing Amount exists, the Corporation may, in its sole discretion, enter into CCLF Transactions with Affected Members based on such Affected Members' funding availability within their Individual Total Amount (but in no event shall such CCLF Transactions in respect of an individual Affected Member exceed such Affected Member's Individual Total Amount (after taking all CCLF Transactions in connection with any and all existing CCLF Events into account));

(G) Each CCLF Transaction shall remain open until the earlier of (x) such time that the Corporation has executed a transaction liquidating the Financed Securities (a "Liquidating Trade"), (y) such time that the Corporation has obtained liquidity through its available liquid resources or (z) the CCLF MRA Termination Date; and

(H) Upon the Corporation's execution of the Liquidating Trade, the Corporation shall notify each Netting Member party to a related CCLF Transaction of the Corporation's termination of such CCLF Transaction and shall instruct each such Netting Member to deliver the related securities to the Corporation in order to complete settlement on the contractual settlement date of the Liquidating Trade. The Corporation shall endeavor to terminate the CCLF Transactions based on the order that the Corporation enters into

Liquidating Trades for the Financed Securities, subject to the Corporation's risk management objective to minimize liquidation losses on the Financed Securities and minimize disruption to the fixed income markets.

All Delivery Obligations in respect of Financed Securities shall be deemed satisfied by operation of this Rule, and settlement of any original transaction between the Corporation and any Direct Affected Member shall be final notwithstanding that the Financed Securities are not required to be delivered to the Corporation in connection with such original transaction by the Direct Affected Member who was a buyer in the original transaction (such delivery being netted against delivery to the buyer under the CCLF MRA).

(ii) The Corporation shall conduct a study every six months, or at such intervals as the Corporation deems appropriate, to determine the following parameters:

(A) Historical Cover 1 Liquidity Requirement,

(B) the Liquidity Buffer,

(C) the Receive Scaling Factor,

(D) the Deliver Scaling Factor,

(E) the Aggregate Total Amount,

(F) the Aggregate Regular Amount, and

(G) the Aggregate Supplemental Amount.

(iii) Based on the determinations referred to in (ii) above, the Corporation shall calculate the Individual Regular Amount for each Netting Member as the sum of subsections (A) and (B) below.

(A) The Corporation shall (x) divide the absolute value of a Netting Member's Receive Obligations by the absolute value of the aggregate Receive Obligations of all Netting Members, then (y) multiply such resulting value by the Aggregate Regular Amount, then (z) multiply the resulting product by the Receive Scaling Factor.

(B) The Corporation shall (x) divide the absolute value of a Netting Member's Deliver Obligations by the absolute value of the aggregate Deliver Obligations of all Netting Members, then (y) multiply such resulting value by the Aggregate Regular Amount, then (z) multiply the resulting product by the Deliver Scaling Factor.

(iv) Based on the determinations referred to in (ii) above, the Corporation shall calculate the Individual Supplemental Amount for each Netting Member by:

(A) apportioning an amount of the Aggregate Supplemental Amount to each Liquidity Tier based on the Relative Inter-Tier Frequency of Liquidity Needs,

(B) apportioning each Netting Member's portion of the Aggregate Supplemental Amount assigned to each of that Netting Member's Liquidity Tiers based on the Relative Intra-Tier Frequency in which that Netting Member's Liquidity Needs have reached the respective Liquidity Tier, and

(C) summing each Netting Member's apportionment across Liquidity Tiers.

(v) Each Netting Member's Individual Total Amount is the sum of its Individual Regular Amount and its Individual Supplemental Amount. FICC shall provide each Netting Member with its Individual Total Amount every six months (the "Reset Period").

(vi) Every three months, or at such times as the Corporation deems appropriate, the Corporation shall assess the parameters set forth in (ii) above and may change any such parameter to ensure that the Corporation is able to satisfy its liquidity needs or to achieve the purposes of this Section 2a. If any Netting Member's Individual Total Amount is increased as a result of this paragraph (vi), such increase shall be effective as of the next Reset Period.

(vii) On a daily basis, or at such times as the Corporation deems appropriate, the Corporation may increase the Aggregate Total Amount to ensure that such amount is sufficient to satisfy its liquidity needs. If any Netting Member's Individual Total Amount is increased as a result of this paragraph (vii), such increase shall not be effective until ten (10) Business Days after the Corporation has made an Important Notice available to such Netting Member regarding such increase.

(c) **Information to Netting Members**

On each Business Day, the Corporation shall make a liquidity funding report available to each Netting Member. Each Netting Member's report shall include the following:

(i) the Netting Member's Individual Regular Amount and Individual Supplemental Amount;

(ii) the Corporation's Aggregate Total Amount, Aggregate Regular Amount and Aggregate Supplemental Amount; and

(iii) the daily liquidity coverage necessary to meet the Corporation's liquidity requirements.

This liquidity funding report shall be provided for informational purposes only. In the event that the Corporation declares a CCLF Event, Netting Members shall be required to enter into CCLF Transactions up to their Individual Total Amount as calculated by the Corporation.

(d) **Required Attestation**

At regular intervals determined in the Corporation's sole discretion or upon demand by the Corporation, each Netting Member shall attest that its Individual Total Amount has been incorporated into its liquidity plans (such attestation, the "Required Attestation"). The Required Attestation must be signed by two authorized officers of the Netting Member (or otherwise be satisfactory in form and substance to the Corporation) and contain the following certifications: (1) such officers have read and understand the Rules, (2) the Netting Member's Individual Total Amount has been incorporated into the Netting Member's liquidity planning, (3) the Netting Member acknowledges and agrees that its Individual Total Amount may be changed pursuant to Section 2a(b)(ii) through (v) of this Rule or otherwise upon ten (10) Business Days' Notice, (4) the Netting Member will incorporate any changes to its Individual Total Amount into its liquidity planning, and (5) the Netting Member shall, through periodic discussions with its financing sources and other methods, continually reassess its liquidity plans and related operational plans, including in the event of any changes to such Netting Member's Individual Total Amount, to ensure such Netting Member's ability to meet its Individual Total Amount.

Section 3 - Report of Actions

A written report of the actions taken by the Corporation pursuant to this Rule, and the reasons therefore, shall be promptly made and filed with the SEC and with the Corporation's records.

RULE 22B – CORPORATION DEFAULT

Corporation Default

(a) If a "Corporation Default" occurs pursuant to subsection (b) below, all Transactions which have been subject to Novation pursuant to these Rules but have not yet settled and any rights and obligations of the parties thereto shall be immediately terminated. Each relevant Member shall thereupon promptly take such market action as is commercially reasonable under the circumstances to effect a close out of any outstanding positions. Each Member will report the results of its market action to the Board and the Board shall determine a single net amount owed by or to each Member with respect to such positions by applying the close out procedures of Section 2(b)(i) of Rule 22A (interpreted in all such cases as if each Member were a Defaulting Member) and taking into account the loss allocation provisions in Rule 4, to the extent such provisions are otherwise applicable to such Member. The Board shall notify each Member of the net amount so determined and Members who have been notified that they owe an amount to the Corporation shall pay that amount on or prior to the date specified by the Board, subject to any applicable setoff rights. Members who have a net claim against the Corporation shall be entitled to payment thereof along with other Members' and any other creditors' claims pursuant to the underlying contracts with respect thereto, these Rules and applicable law. For the avoidance of doubt, nothing herein shall limit the rights of the Corporation upon a Member default (including following a Corporation Default) including under any Cross-Guaranty Agreement with the Mortgage-Backed Securities Division or any other Cross-Guaranty Counterparty.

(b) Notwithstanding anything to the contrary in the Rules, the following events shall constitute a Corporation Default:

(i) Failure by the Corporation to make, when due, any undisputed payment or delivery to a Member required to be made by it under these Rules and such failure is not remedied within 7 days after notice of such failure is given to the Corporation by the affected Member; *provided* that this clause (i) shall not apply to (A) obligations of the Corporation to Wind-Down Members, Defaulting Members or Members for whom the Corporation has otherwise ceased to act pursuant to Rule 22A; (B) any payment or delivery which the Corporation satisfies by alternate means as provided in these Rules; or (C) any obligation of the Corporation that is not a payment or delivery obligation of the Government Securities Division to a Member under these Rules; or

(ii) The Corporation (A) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (B) institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presents a petition for its winding-up or liquidation or makes a general assignment for the benefit of creditors; (C) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and, in each case, such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (D) seeks or becomes subject to the appointment of a receiver, trustee or other similar official pursuant to the federal securities

laws or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act for it or for all or substantially all its assets.

RULE 22C – INTERPRETATION IN RELATION TO THE FEDERAL DEPOSIT INSURANCE CORPORATION ACT OF 1991

The Corporation and the Netting Members intend that these Rules be interpreted in relation to certain terms (identified below) that are defined in the Federal Deposit Insurance Corporation Act of 1991, as amended, as follows:

The Government Securities Division of the Corporation is a "clearing organization";

Any obligation of a Netting Member or the Corporation to make any payments to the other is a "covered clearing obligation" and a "covered contractual payment obligation";

An entitlement of a Netting Member or the Corporation to receive a payment from the other is a "covered contractual payment entitlement";

The Corporation and each Member is a "member" of the "clearing organization";

The amount by which the covered contractual payment entitlements of a Netting Member or the Corporation exceed the covered contractual payment obligations of such Member or the Corporation after netting pursuant to Rule 22A or this Rule 22C is its "net entitlement";

The amount by which the covered contractual payment obligations of a Netting Member or the Corporation exceed the covered contractual payment entitlements of such Member or the Corporation after netting pursuant to Rule 22A or this Rule 22C is its "net obligation"; and

These Rules, together with all other agreements between the Corporation -and a Netting Member, are a "netting contract", the margin, Clearing Fund and other provisions of these Rules granting an interest in any funds or property of a Member to the Corporation constitute a "security agreement or arrangement or other credit enhancement" relating to such netting contract. The close-out process in Rule 22A or this Rule 22C constitutes the "terminat[ion], liquidat[ion], accelerat[ion], and nett[ing]" of obligations and the taking of any action by the Corporation under Section 11(e) of Rule 3B shall constitute an exercise of remedies under a "security agreement or arrangement or other credit enhancement".

RULE 22D – WIND-DOWN OF THE CORPORATION

Section 1. Defined Terms

(a) For purposes of this Rule 22D:

"Bridge Entity" has the meaning given to such term in the definition of "Transferee" in this Section 1(a).

"Business" means the Critical Services and any Non-Critical Services of the Corporation included in a Transfer.

"Comparability Period" means a period of time following the Transfer, to be agreed between the Corporation and a Transferee, during which the Business transferred from the Corporation to the Transferee shall be operated by the Transferee in a manner comparable to the manner in which the Business was previously operated by the Corporation, as more specifically set forth in Section 9 of this Rule 22D.

"Corporation Default Rule" means Rule 22B of the Rules of the Government Securities Division of the Corporation.

"Critical Services" means the services of the Corporation described in the Rules and Procedures of the Government Securities Division of the Corporation and the rules, procedures and other regulations of the Mortgage-Backed Securities Division of the Corporation that have been identified as critical services in the Recovery and Wind-down Plan.

"Delinquent Limited Member" means a Limited Member that is delinquent in the performance of any of its obligations to the Corporation (as determined by the Corporation).

"Delinquent Member" means a Member that is delinquent in the performance of any of its obligations to the Corporation (as determined by the Corporation).

"DTCC" means The Depository Trust & Clearing Corporation.

"Eligible Limited Member" means a Limited Member other than a Non-Eligible Limited Member.

"Eligible Member" means a Member other than a Non-Eligible Member.

"Failover Entity" has the meaning given to such term in the definition of "Transferee" in this Section 1(a).

"Guaranteed Transaction" means a transaction that is processed through the facilities of the Government Securities Division of the Corporation that has been subject to Novation.

"Last Settlement Date" has the meaning given to such term in Section 2(c)(3) of this Rule 22D.

Last Transaction Acceptance Date" has the meaning given to such term in Section 2(c)(2) of this Rule 22D.

"Limited Member" means a Comparison-Only Member, Sponsored Member or CCIT Member of the Government Securities Division of the Corporation or a Comparison-Only Member, Sponsored Member or CCIT Member of the Government Securities Division of the Transferee, as the context requires.

"Limited Member Agreement" means the form of agreement between a Limited Member and the Corporation or between a Limited Member and the Transferee, as the context requires, providing, inter alia, for the Limited Member to be bound by the Rules and Procedures of the Government Securities Division of the Corporation or the Rules and Procedures of the Government Securities Division of the Transferee, as applicable to such Limited Member.

"Member" means a Netting Member or Sponsoring Member of the Government Securities Division of the Corporation or a Netting Member or Sponsoring Member of the Government Securities Division of the Transferee, as the context requires.

"Member Agreement" means the form of agreement between a Member and the Corporation or between a Member and the Transferee, as the context requires, providing, inter alia, for the Member to be bound by the Rules and Procedures of the Government Securities Division of the Corporation or the Rules and Procedures of the Government Securities Division of the Transferee, as applicable to such Member.

"Non-Critical Services" means the services of the Corporation described in the Rules and Procedures of the Government Securities Division of the Corporation and the rules, procedures and other regulations of the Mortgage-Backed Securities Division of the Corporation other than the Critical Services.

"Non-Eligible Limited Member" means a Limited Member that is a Delinquent Limited Member or Withdrawing Limited Member.

"Non-Eligible Member" means a Member that is a Delinquent Member or Withdrawing Member.

"Recovery and Wind-down Plan" means the plan for the recovery and orderly wind-down of the Corporation necessitated by credit losses, liquidity shortfalls, losses from general business risk or any other losses, adopted by the Corporation pursuant to Rule 17Ad-22(e)(3)(ii) under the Exchange Act.

"Recovery Plan" means the portion of the Recovery and Wind-down Plan addressing recovery.

"Risk Reducing Transaction" means a Guaranteed Transaction that offsets one or more other Guaranteed Transactions, and thereby reduces the potential exposure of the Corporation with respect to such Guaranteed Transactions.

"Rules and Procedures" means the Rules and Procedures of the Government Securities Division of the Corporation or the Rules and Procedures of the Government Securities Division of the Transferee, as the context requires.

"Settling Bank" means a Funds-Only Settling Bank or Funds-Only Settling Bank Member for Members and Limited Members of the Government Securities Division of the Corporation or a Funds-Only Settling Bank or Funds-Only Settling Bank Member for Members and Limited Members of the Government Securities Division of the Transferee, as the context requires.

"Settling Bank Agreement" means the form of agreement between a Settling Bank and the Corporation or between a Settling Bank and the Transferee, as the context requires, providing, inter alia, for the Settling Bank to be bound by the Rules and Procedures of the Government Securities Division of the Corporation or the Rules and Procedures of the Government Securities Division of the Transferee, as applicable to such Settling Bank.

"Third Party Entity" has the meaning given to such term in the definition of "Transferee" in this Section 1(a).

"Transfer" means a transfer of the Business of the Corporation pursuant to the Wind-down Plan.

"Transferee" means an entity to which the Business of the Corporation is transferred pursuant to the Wind-down Plan, and may include (i) a failover entity established by DTCC (a "Failover Entity"), (ii) a then-existing or newly-established third party entity (a "Third Party Entity") or (iii) a bridge entity formed to operate the Business on an interim basis (a "Bridge Entity"). The Transferee shall be an entity that is legally, financially and operationally qualified to continue to operate the Business that is to be transferred from the Corporation to the Transferee.

"Transferee Documents" means the Rules and Procedures, Member Agreement, Limited Member Agreement and Settling Bank Agreement of the Government Securities Division of the Transferee.

"Transfer Notice" has the meaning given to such term in Section 3 of this Rule 22D.

"Transfer Time" has the meaning given to such term in Section 2(c)(1) of this Rule 22D.

"Wind-down Plan" means the portion of the Recovery and Wind-down Plan addressing wind-down.

"Withdrawing Limited Member" means a Limited Member of the Government Securities Division of the Corporation that has given notice to the Corporation of its election to withdraw as a Limited Member but that, at the Transfer Time, has not yet ceased to be a Limited Member (as determined by the Corporation).

"Withdrawing Member" means a Member of the Government Securities Division of the Corporation that has given notice to the Corporation of its election to withdraw as a Member but that, at the Transfer Time, has not yet ceased to be a Member (as determined by the Corporation).

(b) Capitalized terms that are used in this Rule 22D but not defined in Section 1(a) above shall have the meanings given to such terms in other Rules and Procedures of the Government Securities Division of the Corporation.

Section 2. Initiation of Wind-down Plan

(a) The Board of Directors may authorize the initiation of the Wind-down Plan and a transfer of the Business from the Corporation to a Transferee if the Board of Directors determines, in the exercise of its business judgment and subject to its fiduciary duties:

(1) that the application of some or all of the recovery tools set forth in the Recovery Plan, necessitated by credit losses, liquidity shortfalls, losses from general business risk or any other losses:

A. has not restored the Corporation to viability as a going concern, able to continue to provide its Critical Services to Members and Limited Members of the Government Securities Division of the Corporation and Mortgage-Backed Securities Division Participants in a safe and efficient manner; or

B. will not likely restore the Corporation to viability as a going concern, able to continue to provide its Critical Services to Members and Limited Members of the Government Securities Division of the Corporation and Mortgage-Backed Securities Division Participants in a safe and efficient manner; and

(2) that the implementation of the Wind-down Plan and a Transfer of the Business from the Corporation to a Transferee is in the best interests of the Corporation, its shareholders and creditors, Members and Limited Members of the Government Securities Division of the Corporation, Mortgage-Backed Securities Division Participants and the US financial markets.

(b) The Board of Directors shall identify:

(1) the Critical Services and any Non-Critical Services that shall be transferred from the Corporation to the Transferee at the Transfer Time; and

(2) any Non-Critical Services that shall not be transferred from the Corporation to the Transferee.

The Critical Services and any Non-Critical Services that are transferred from the Corporation to the Transferee at the Transfer Time shall be provided by the Transferee following the Transfer Time. Any Non-Critical Services that are not transferred from the Corporation to the Transferee shall be terminated at the Transfer Time.

(c) The Board of Directors shall establish:

(1) the date and time (the "Transfer Time") of the Transfer;

(2) the last day that transactions may be submitted to the Government Securities Division of the Corporation for processing (the "Last Transaction Acceptance Date"); and

(3) the last day that transactions submitted to the Government Securities Division of the Corporation for processing will be settled (the "Last Settlement Date").

The Government Securities Division of the Corporation shall not accept any transactions (i) for processing after the Last Transaction Acceptance Date or (ii) which have a Scheduled Settlement Date that occurs after the Last Settlement Date. All transactions to be processed and/or settled after the Transfer Time shall be submitted to the Government Securities Division of the Transferee in accordance with the Rules and Procedures of the Government Securities Division of the Transferee, and the Corporation shall have no responsibility for such transactions.

(d) To the extent that the Board of Directors deems it to be practicable based on the available resources of the Corporation, the Board of Directors may provide for pending transactions to be run off and settled prior to the Transfer Time, with the objective of facilitating the settlement of transactions in the ordinary course. In furtherance of this objective, so long as a Corporation Default has not occurred, the Board of Directors may provide for how such transactions accepted by the Government Securities Division of the Corporation on or prior to the Last Transaction Acceptance Date shall be processed and settled, including:

(1) whether such transactions must be Risk Reducing Transactions; and

(2) whether such transactions will be processed (i) in the ordinary course or (ii) in accordance with any special or exception processing procedures that will apply through the close of business on the Last Settlement Date.

Section 3. Notice of Transfer of the Business

If the Board of Directors determines to implement a Transfer of the Business from the Corporation to a Transferee in accordance with this Rule 22D and the terms and conditions of the Wind-down Plan, the Corporation shall, in such manner as may be provided by the Rules and Procedures of the Government Securities Division of the Corporation and subject to any required regulatory or judicial approval or consent:

(a) provide Members, Limited Members and Settling Banks with a notice (a "Transfer Notice") setting forth:

(1) the decision taken by the Board of Directors to Transfer the Business from the Corporation to the Transferee and a brief statement of the reasons therefor;

(2) the name of the Transferee and basic information about the Transferee;

(3) a description of the material financial and operational terms of the Transfer;

(4) the (i) Transfer Time, (ii) Last Transaction Acceptance Date and (iii) Last Settlement Date;

(5) a summary of the matters described in Sections 4 through 8 of this Rule 22D;

(6) a list setting forth (i) which Members and Limited Members are Eligible Members and Limited Members and (ii) which Members and Limited Members are Non-Eligible Members and Limited Members; and

(7) a list setting forth (i) the Critical Services and any Non-Critical Services that will be transferred from the Corporation to the Transferee at the Transfer Time and (ii) any Non-Critical Services that will not be transferred from the Corporation to the Transferee; and

(b) make available to Members, Limited Members and Settling Banks a copy of the Transferee Documents.

No delay or failure on the part of the Corporation to provide a Transfer Notice or make available a copy of the Transferee Documents to any Member, Limited Member or Settling Bank shall alter the timing or effectiveness of the Transfer. The Corporation shall also furnish the Transfer Notice and a copy of the Transferee Documents to its regulators.

Section 4. Transfer of Members, Limited Members and Settling Banks

Prior to the Transfer Time, the Corporation shall enter into arrangements with a Transferee that is a Failover Entity, or shall use commercially reasonable efforts to enter into arrangements with a Transferee that is a Third Party Entity or Bridge Entity, providing in either case that, at the Transfer Time, by operation of this Rule 22D and with no further action required by any party:

(a) each Eligible Member of the Government Securities Division of the Corporation shall become (i) a Member of the Government Securities Division of the Transferee and (ii) a party to a Member Agreement with the Transferee;

(b) each Eligible Limited Member of the Government Securities Division of the Corporation shall become (i) a Limited Member of the Government Securities Division of the Transferee and (ii) a party to a Limited Member Agreement with the Transferee; and

(c) each Settling Bank for Members and Limited Members of the Government Securities Division of the Corporation shall become (i) a Settling Bank for Members and Limited Members of the Government Securities Division of the Transferee and (ii) a party to a Settling Bank Agreement with the Transferee.

Section 5. Status of Members, Limited Members and Settling Banks

Prior to the Transfer Time, the Corporation shall enter into arrangements with a Transferee that is a Failover Entity, or shall use commercially reasonable efforts to enter into arrangements

with a Transferee that is a Third Party Entity or Bridge Entity, providing in either case that, from and after the Transfer Time:

(a) An Eligible Member of the Government Securities Division of the Corporation that has become a Member of the Government Securities Division of the Transferee shall have all of the rights and be subject to all of the obligations of a Member set forth in the Rules and Procedures of the Government Securities Division of the Transferee, including the legal, financial, operational and collateral requirements of the Government Securities Division of the Transferee applicable to such Member.

(b) An Eligible Limited Member of the Government Securities Division of the Corporation that has become a Limited Member of the Government Securities Division of the Transferee shall have all of the rights and be subject to all of the obligations of a Limited Member set forth in the Rules and Procedures of the Government Securities Division of the Transferee, including the legal, financial and operational requirements of the Government Securities Division of the Transferee applicable to such Limited Member.

(c) A Settling Bank for Members and Limited Members of the Government Securities Division of the Corporation that has become a Settling Bank for Members and Limited Members of the Government Securities Division of the Transferee shall have all of the rights and be subject to all of the obligations of a Settling Bank set forth in the Rules and Procedures of the Government Securities Division of the Transferee, including the operational requirements of the Government Securities Division of the Transferee applicable to such Settling Bank.

Section 6. Right of Non-Eligible Members and Limited Members to Apply to the Transferee

Nothing contained in this Rule 22D shall:

(a) preclude a Non-Eligible Member of the Government Securities Division of the Corporation from applying after the Transfer Time to become a Member of the Government Securities Division of the Transferee in accordance with such eligibility requirements and procedures as may be prescribed by the Transferee, but such Non-Eligible Member shall not have the benefit of the automatic admission arrangements provided in Section 4(a) of this Rule 22D; or

(b) preclude a Non-Eligible Limited Member of the Government Securities Division of the Corporation from applying after the Transfer Time to become a Limited Member of the Government Securities Division of the Transferee in accordance with such eligibility requirements and procedures as may be prescribed by the Transferee, but such Non-Eligible Limited Member shall not have the benefit of the automatic admission arrangements provided in Section 4(b) of this Rule 22D.

Section 7. Right to Withdraw from the Transferee

Nothing contained in this Rule 22D shall:

(a) preclude an Eligible Member of the Government Securities Division of the Corporation that has become a Member of the Government Securities Division of the Transferee pursuant to Section 4(a) of this Rule 22D from electing to withdraw as a Member from the

Government Securities Division of the Transferee at any time after the Transfer Time, subject to the Rules and Procedures of the Government Securities Division of the Transferee;

(b) preclude an Eligible Limited Member of the Government Securities Division of the Corporation that has become a Limited Member of the Government Securities Division of the Transferee pursuant to Section 4(b) of this Rule 22D from electing to withdraw as a Limited Member from the Government Securities Division of the Transferee at any time after the Transfer Time, subject to the Rules and Procedures of the Government Securities Division of the Transferee; or

(c) preclude a Settling Bank for Members and Limited Members of the Government Securities Division of the Corporation that has become a Settling Bank for Members and Limited Members of the Government Securities Division of the Transferee pursuant to Section 4(c) of this Rule 22D from electing to withdraw as a Settling Bank from the Government Securities Division of the Transferee at any time after the Transfer Time, subject to the Rules and Procedures of the Government Securities Division of the Transferee.

Section 8. Disposition of Pending Transactions

At the Transfer Time, any pending transactions shall be treated as provided in the Corporation Default Rule.

Section 9. Certain Ex Ante Matters

Prior to the Transfer Time, the Corporation shall enter into arrangements with a Transferee that is a Failover Entity, or shall use commercially reasonable efforts to enter into arrangements with a Transferee that is a Third Party Entity or Bridge Entity, providing in either case that, with respect to the Critical Services and any Non-Critical Services that are transferred from the Corporation to the Transferee, for at least the duration of the Comparability Period, in order to facilitate a smooth Transfer of the Business from the Corporation to the Transferee:

(a) the Rules and Procedures, Member Agreement, Limited Member Agreement and Settling Bank Agreement of the Government Securities Division of the Transferee shall be comparable in substance and effect to the Rules and Procedures, Member Agreement, Limited Member Agreement and Settling Bank Agreement of the Government Securities Division of the Corporation;

(b) the rights and obligations of Members, Limited Members and Settling Banks under the Rules and Procedures of the Government Securities Division of the Transferee shall be comparable in substance and effect to the rights and obligations of Members, Limited Members and Settling Banks under the Rules and Procedures of the Government Securities Division of the Corporation; and

(c) the Critical Services and any Non-Critical Services provided by the Transferee shall be provided in a manner that is comparable in substance and effect to the manner in which such Critical Services and Non-Critical Services were provided by the Corporation.

Section 10. Subordination of Claims

In the event of any insolvency of the Corporation following the commencement of any Event Period (as defined in Rule 4 of the Rules of the Government Securities Division of the Corporation), the unsecured claims (if any) of Members and Limited Members of the Government Securities Division of the Corporation that failed to pay or perform any obligation to the Corporation or elected to withdraw as Members or Limited Members from and after such time shall (i) rank pari passu with each other and (ii) be subordinate to the claims of other unsecured creditors of the Corporation.

Section 11. Further Assurances; Additional Powers; Miscellaneous Matters

(a) Members, Limited Members and Settling Banks of the Government Securities Division of the Corporation shall assist and cooperate with the Corporation to effectuate any Transfer of the Business from the Corporation to a Transferee, including without limitation (i) by complying with the terms and conditions of this Rule 22D and their obligations hereunder and (ii) by providing the Corporation and the Transferee with such financial and operational information as they may request. The Corporation may provide to a Transferee any financial and operational information it has with respect to Members, Limited Members and Settling Banks of the Government Securities Division of the Corporation as may be necessary and appropriate to effectuate an orderly Transfer of the Business from the Corporation to the Transferee.

(b) The Corporation may take such other actions and enter into such other arrangements (on behalf of itself and Members, Limited Members and Settling Banks of the Government Securities Division of the Corporation) as may be necessary and appropriate to effectuate an orderly Transfer of the Business from the Corporation to a Transferee, and otherwise accomplish the purposes of the Wind-down Plan.

(c) As a condition to receiving, and by virtue of accepting, the continuing benefits of being Members, Limited Members and Settling Banks of the Government Securities Division of the Corporation, such Members, Limited Members and Settling Banks (i) hereby expressly agree to the arrangements set forth in this Rule 22D relating to their becoming Members, Limited Members and Settling Banks, as the case may be, of the Government Securities Division of the Transferee in the circumstances described herein and (ii) hereby expressly grant to the Corporation an irrevocable power of attorney to execute and deliver on their behalf such documents and instruments as the Transferee may request for this purpose. As Members, Limited Members and Settling Banks of the Government Securities Division of the Corporation, such Members, Limited Members and Settling Banks are subject to the Rules and Procedures.

(d) No actions taken or omitted to be taken by the Corporation pursuant to this Rule 22D shall be deemed to constitute a default by the Corporation in the performance of any of its other obligations to Members, Limited Members and Settling Banks pursuant to any other Rules and Procedures.

(e) The Corporation shall have no liability to any Members, Limited Members or Settling Banks for any actions taken or omitted to be taken by the Corporation pursuant to this Rule 22D.

(f) The Corporation shall have no liability to any third parties, including any customers or clients of any Members, Limited Members or Settling Banks, for any actions taken or omitted to be taken by the Corporation pursuant to this Rule 22D.

(g) In connection with the Transfer of the Business from the Corporation to the Transferee, (i) the Corporation shall assign all of its Member Agreements, Limited Member Agreements and Settling Bank Agreements to the Transferee and (ii) the Transferee shall assume such Member Agreements, Limited Member Agreements and Settling Bank Agreements.

(h) All rights of the Corporation that are not assigned to the Transferee in connection with the Transfer of the Business from the Corporation to the Transferee, including any claims of the Corporation against Members, Limited Members and Settling Banks arising at any time prior to the Transfer Time, shall remain rights of the Corporation, enforceable by the Corporation in accordance with their terms and subject to applicable law (including insolvency law).

(i) All obligations and liabilities of the Corporation that are not assigned to and assumed by the Transferee in connection with the Transfer of the Business from the Corporation to the Transferee shall remain obligations and liabilities of the Corporation, enforceable against the Corporation in accordance with their terms and subject to applicable law (including insolvency law).

(j) In the event of any conflict between the provisions of this Rule 22D and any other Rules and Procedures, the provisions of this Rule 22D shall prevail.

RULE 23-FINE PAYMENTS

The Corporation may impose a fine on a Member or Limited Member pursuant to these Rules. Fines shall be payable in the manner and at such time as determined by the Corporation from time to time.

RULE 24 - CHARGES FOR SERVICES RENDERED

Section 1

Members shall pay such fees and charges to the Corporation as shall be specified by the Corporation or in the Procedures and approved by the Board of Directors on a reasonable and non-discriminatory basis.

Sponsoring Members shall be responsible for all fees pertaining to their Sponsoring Member activity as set forth in the Corporation's Fee Structure.

CCIT Members shall be responsible for all fees pertaining to their CCIT Member activity as set forth in the Corporation's Fee Structure. Such fees will be applied at the Joint Account level where applicable.

Section 2

A Member or a Sponsoring Member may be charged for any unusual expenses caused directly or indirectly by such Member, or in the case of a Sponsoring Member, caused directly or indirectly by itself or one or more of its Sponsored Members, including but without limitation, the cost of producing records pursuant to a court order or other legal process in any litigation or other legal proceeding to which such Member, Sponsoring Member or Sponsored Member is a party or in which such records relating to such Member, Sponsoring Member or Sponsored Member are so required to be produced, whether such production is required at the instance of such Member, Sponsoring Member or Sponsored Member or of any other party other than the Corporation.

RULE 25 - BILLS RENDERED

On or before the fifth Business Day of each month, the Corporation will render bills to Members and to Sponsoring Members regarding their aggregate Sponsoring Member activity, which may reflect adjustments to prior bills, for charges on account of the actual business of a prior month, and for fines imposed during any month. Unless otherwise permitted by the Corporation, for each Comparison-Only Member, payment of such bill is due upon its receipt, and for each Netting Member or Sponsoring Member, such Member shall be obligated to pay the amount of the bill on the tenth Business Day of such month as a part of satisfying its Funds-Only Settlement Amount obligation.

Sponsoring Members shall receive bills for their aggregate Sponsoring Member activity as set forth in the Fee Structure.

RULE 26 -RESERVED

This rule is reserved for future use

RULE 27 - ADMISSION TO PREMISES OF THE CORPORATION, POWERS OF ATTORNEY, ETC.

No person will be permitted to enter the premises of the Corporation as the representative of any Member unless he has first been approved by the Corporation and has been issued such credentials as the Corporation may from time to time prescribe and such credentials have not been canceled or revoked. Such credentials must be shown on demand, and may limit the portions of the premises to which access is permitted thereunder. Any credentials issued pursuant to this Rule may be revoked at any time by the Corporation in its discretion, and prompt notice of such revocation shall be given to the employer of the person whose credentials have been so revoked.

Any Member shall, if any person in its employ to whom any credentials have been issued pursuant to this Rule or to whom a power of attorney or other authorization has been given to act for it in connection with the work of the Corporation shall for any reason cease to be so employed, give to the Corporation immediate notice in writing of such termination of employment and if any such power of attorney or other authorization is otherwise revoked or canceled, shall likewise give to the Corporation immediate notice in writing of such revocation or cancellation. All credentials issued pursuant to this Rule shall be immediately surrendered to the Corporation upon their revocation by the Corporation or by the employer or upon the termination of the employment of the holder thereof.

Unless revoked by the Corporation, all credentials, authorizations, and powers of attorney issued pursuant to this Rule or in connection with the work of the Corporation shall remain in full force and effect until the Corporation shall have received written notice of the revocation thereof or of the termination of the holder's employment.

RULE 28 - FORMS

In connection with any transactions or matters handled through, with or by the Corporation under or pursuant to the Rules, such forms of lists, notices and other documents shall be used as the Corporation may from time to time prescribe, and additions to, changes in and elimination of any such forms may be made by the Corporation at any time in its discretion. In addition, any information required to be delivered to the Corporation by use of any such forms may be delivered by the use of any media as shall be prescribed in the Procedures or by the Corporation from time to time.

RULE 29 - RELEASE OF CLEARING DATA

(a) Absent valid legal process or as provided elsewhere in this Rule, the Corporation will only release Clearing Data relating to transactions of a particular Member to: (i) such Member and its Permitted Margin Affiliate or Cross-Margining Affiliate, as applicable, (ii) such Member's Sponsoring Member, if such Member is a Sponsored Member, (iii) the Securities and Exchange Commission, (iv) the Federal Reserve Bank of New York for market surveillance purposes, or to an FCO and its regulators pursuant to a Cross-Margining Arrangement. Data released to an FCO and its regulators pursuant to a Cross-Margining Arrangement will include information and data pertaining to the Member's Market Professional customers if applicable under the Arrangement.

(b) The Corporation, in its sole discretion, may release Clearing Data relating to transactions of Members to regulatory organizations and self-regulatory organizations, as defined in the Securities Exchange Act of 1934, as amended, or other comparable Federal or State statutes, as well as to clearing organizations affiliated with or designated by contract markets trading specific futures products under the oversight of the Commodity Futures Trading Commission. Provided, however, that nothing in this Rule shall prevent the Corporation from releasing Clearing Data to others, provided that such data shall be in a form as to prevent the disclosure, whether patently or in easily discernible format, of proprietary and/or confidential financial, operational or trading data of a particular Member or inappropriately arranged groups of Members.

(c) With respect to the foregoing, the release of any Clearing Data shall be conditioned upon either (i) a written request, or (ii) the execution of a written agreement with the Corporation, whichever is appropriate in the Corporation's discretion and the Corporation, in its discretion, shall establish the conditions under which such data shall be released and the fees, if any, to be paid for such data.

(d) The term "Clearing Data" shall mean, for the purposes of this Rule, transaction data which is received by the Corporation in the clearance and/or settlement processes of the Corporation, or such data, reports or summaries thereof, which may be produced as a result of processing such transaction data.

(e) The foregoing notwithstanding, this Rule is not intended to, nor shall it be deemed to be in contravention, or a limitation, of the Corporation's obligations, as a self-regulatory organization, to cooperate and share data with other regulatory and self-regulatory organizations for regulatory purposes.

(f) Notwithstanding anything to the contrary in this Rule, the Corporation may release Clearing Data to the Securities Industry and Financial Market Association in connection with its collection fees on behalf of The Securities Industry and Financial Markets Association pursuant to Rule 26, provided that the Corporation: (1) provides Clearing Data only to the extent necessary to facilitate the collection of fees on behalf of the Securities Industry and Financial Markets Association, and (2) obtains, in a form and manner required by the Corporation, the agreement of the Securities Industry and Financial Markets Association to maintain the confidentiality of any Clearing Data provided by the Corporation to it.

RULE 30 - LISTS TO BE MAINTAINED

Section 1

The Corporation shall maintain and make available to a Member upon request a master file listing each Eligible Security, and a master file listing each Eligible Netting Security, and may from time to time add securities to such lists or remove securities therefrom. The Corporation shall list a security as an Eligible Security or an Eligible Netting Security only upon a determination by the Corporation that it has the existing operational capability to do so and to continue successfully to provide its services to Members.

Section 2

The Corporation shall maintain lists, by category of Membership, of each Comparison-Only Member, Netting Member, CCIT Member (and its Joint Account Submitter as applicable) and Sponsored Member, which lists shall be made available to a Member upon request.

RULE 31 - DISTRIBUTION FACILITIES

If deemed necessary, the Corporation will establish distribution facilities which may, subject to such regulations as the Corporation may from time to time prescribe, be used by Members for the distribution of papers, documents and other material incidental to the ordinary course of business.

The Corporation assumes no responsibility whatever for the form or content of any papers, documents or other material (other than items prepared by it) placed in the boxes in its distribution facilities assigned to each Member or otherwise handled by the Corporation; nor does the Corporation assume any responsibility for any improper or unauthorized removal from such boxes or from the Corporation's facilities of any such papers, documents or other material, including items prepared by the Corporation.

Each Member shall send an authorized representative to the Corporation's distribution facilities at frequent intervals to pick-up documents or material made available to the Member by the Corporation.

The Corporation's distribution facilities will remain open on Business Days during the hours specified by the Corporation. The Corporation may admit authorized persons holding valid passes issued pursuant to Rule 27 at other hours.

RULE 32 - SIGNATURES

The Corporation may, at its option, in lieu of relying on an original signature, rely on a signature as if it were (and the signature shall be considered and have the same effect as) a valid and binding original signature in the following circumstances:

If such signature is transmitted, recorded or stored by any electronic, optical, or similar means (including but not limited to telecopy, imaging, xeroxing, electronic mail, electronic data interchange, telegram, or telex).

RULE 33 - PROCEDURES

The Board of Directors shall, pursuant to these Rules, prescribe from time to time Procedures and other regulations in respect of the business of the Corporation. The Board of Directors may, by resolution, delegate to an Officer of the Corporation the power to prescribe Procedures and regulations. Each Member will be bound by such Procedures and regulations and any amendment thereto in the same manner as it is bound by the provisions of these Rules. Members shall be given 10 Business Days' notice of any proposed amendment to the Procedures.

RULE 34 - INSURANCE

The Corporation shall use its best efforts to maintain, or arrange for the maintenance by the Corporation of such insurance, including fidelity bonds, in such amounts and having such coverage regarding the business of the Corporation, as the Board shall deem appropriate. The insurance policies or contracts pursuant to which such insurance is provided shall be open to the inspection of the Members at the offices of the Corporation during regular business hours on Business Days. If the Corporation shall materially reduce the amount or coverage of any such insurance or the persons providing such insurance shall notify the Corporation of a material reduction in the amount of coverage thereof, the Corporation shall promptly notify each Member and the Securities and Exchange Commission thereof stating the effective date of such reduction.

RULE 35 - FINANCIAL REPORTS

As soon as practicable after the end of each calendar year, the Corporation shall provide to Members financial statements of the Corporation audited and covered by a report prepared by independent public accountants for such calendar year. The Corporation shall undertake to provide such financial statements and report to Members within 60 days following the close of the Corporation's fiscal year.

The Corporation shall also provide to Members unaudited financial statements of the Corporation within 30 days following the close of the Corporation's fiscal quarter for each of the first three calendar quarters of each calendar year.

A study and evaluation of the Corporation's system of internal accounting controls with respect to the safeguarding of participants' assets, prompt and accurate clearance and settlement of securities transactions, and the reliability of related records shall be conducted annually by independent public accountants. Such study and evaluation shall be conducted in accordance with the standards established by the American Institute of Certified Public Accountants and shall be made available to all Members within a reasonable time upon receipt from the Corporation's independent accountants.

RULE 36 - RULE CHANGES

The Corporation shall promptly notify all Members and registered clearing agencies of any proposal it has made to change, revise, add or repeal any Rule, and of the text or a brief description of the proposed Rule and its purpose and effect. Members and registered clearing agencies may submit to the Corporation for its consideration their comments with respect to any such proposal, and such comments shall be filed with the Corporation's records and copies thereof delivered to the Securities and Exchange Commission.

RULE 37 - HEARING PROCEDURES

Section 1 - General

An Interested Person may, when permitted by these Rules, request a hearing pursuant to Section 2 or Section 3 of this rule, as applicable, by filing with the Secretary of the Corporation, within five Business Days from the date on which the Corporation informed it of an action or proposed action of the Corporation with respect to the Interested Person a written request for a hearing setting forth (a) the action or proposed action of the Corporation with respect to which the hearing is requested and (b) the name of the representative of the Interested Person who may be contacted with respect to the hearing. Within seven Business Days after the Interested Person files such written request with the Corporation, or two Business Days in the case of action taken against the Interested Person pursuant to Rule 21 or Rule 22, the Interested Person shall submit to the Corporation a clear and concise written statement setting forth with particularity the action or proposed action of the Corporation with respect to which the hearing is requested, the basis for objection to such action, whether the Interested Person intends to attend the hearing and whether the Interested Person chooses to be represented by counsel at the hearing. If the written statement contests the Corporation's determination that the Interested Person has violated a Rule or procedure, the statement must specifically admit or deny each violation alleged and detail the reasons why the Rules or procedures alleged to have been violated are being contested. Any alleged violation not specifically denied shall constitute an admission to that violation. The Corporation may deny the statement if it fails to set forth a prima facie basis for contesting the violation. The failure of the Interested Person to file the written request referred to above within the time period required by these Rules and/or the failure of the Interested Person to submit the written statement within the time period specified above will be deemed to be an election to waive the right to a hearing. The Corporation shall notify the Interested Person in writing of the date, place and hour of the hearing at least five Business Days prior to the hearing (unless the parties agree to waive the five Business Day requirement).

If the Corporation has assessed a fine against a Member, and an Interested Person desires to dispute the fine and complies with the requirements described above regarding filing a written request for a hearing and a written statement, the Corporation shall automatically conduct a review of the disputed fine. The Corporation may examine the written statement submitted by the Interested Person and/or arrange a meeting with the Interested Person to discuss the disputed fine. If the Corporation determines to waive the fine, it shall inform the Board of its determination and its reasons thereof. The Board may, in its discretion, determine to reinstate any fine waived by the Corporation. If the Corporation determines not to waive the fine as a result of the review process, the Interested Person shall be entitled to a hearing before a panel pursuant to Section 2 or Section 3 of this Rule 37. The Corporation shall advise the Interested Person of the result of the review process.

Section 2 - Minor Rule Violations

A hearing requested in connection with a violation of the Rules of the Corporation for which a fine may be assessed against the Interested Person in an amount not to exceed $5,000 (a "Minor Rule Violation"), shall be held before a panel of three officers of the Corporation (a "Minor Violation Panel"). The members of the Minor Violation Panel shall select one of their numbers to

be the chairman, and the chairman shall be the person in charge of the conduct of the hearing. At the hearing, an officer of the Corporation shall present the case against the Interested Person. The Interested Person shall have an opportunity to be heard and may be represented by counsel. A record shall be kept of the hearing and the costs associated with the hearing may, in the discretion of the Corporation, be charged in whole or in part to the Interested Person if the decision is adverse to the Interested Person. The Minor Violation Panel shall provide the Interested Person with a written statement of its decision no later than 10 business days after the conclusion of the hearing. If the decision of the Minor Violation Panel is adverse to the Interested Person, the Interested Person may request a further hearing under Section 3 of this Rule by filing a written request with the Secretary of the Corporation within five Business Days of receipt of such written statement. The Corporation shall notify the Interested Person of the date, time and place of the hearing at least five business days prior to the hearing. The failure of the Interested Person to submit the written request within the required time period shall be deemed an election to waive the right to any further hearing.

A Minor Rule Violation as defined in this Rule shall be deemed a minor rule violation within the meaning of Rule 19d-1(c)(2) under the Securities Exchange Act of 1934, as amended (the "Act"), and this Rule shall be deemed a "plan" within the meaning thereof. The action imposed by the Corporation shall not be considered "final" for purposes of paragraph (c) (1) of Rule 19d - 1 of the Act in any instance in which the fine is in an amount that does not exceed $2,500, imposed against an Interested Person that is not a Netting Member, and with respect to which the Interested Person does not seek an adjudication pursuant to Section 3 of this Rule 37.

Section 3 - Hearings

A hearing on any matter not covered by Section 2 of this rule, or a further hearing requested pursuant to Section 2 shall be before a panel (hereinafter the "Panel") of three individuals drawn from members of the Board of Directors or their designees. The members of the Panel shall be selected by the Chairman of the Board.

Notwithstanding the above, the Panel shall not include any individual representing the Interested Person against which the proposed action is to be taken, nor any person who had responsibility for the action or proposed action of the Corporation as to which the hearing relates.

At the hearing, the Interested Person shall be afforded an opportunity to be heard and may be represented by counsel if the Interested Person has so elected pursuant to Section 1 of this Rule. A record shall be kept of the hearing, and the cost associated with the hearing may, in the discretion of the Panel, be charged in whole or in part to the Interested Person in the event that the decision at the hearing is adverse to the Interested Person.

Section 4 - Hearing Procedure

The Panel shall advise the Interested Person of its decision and the specific grounds upon which the decision is based, within ten Business Days after the conclusion of the hearing. If the decision of the Panel shall have been to impose a disciplinary sanction on the Interested Person in accordance with Rule 48 or to affirm any action previously taken against the Interested Person pursuant to Rule 21 or Rule 22, a notice of decision setting forth (a) any act or practice in which

the Interested Person has been found to have engaged, or which the Interested Person has been found to have omitted, (b) the specific provision(s) of the Rules of the Corporation or of the Member's agreements with the Corporation which any such act or practice or omission to act has been deemed to violate, and (c) the sanction imposed and the reasons thereof shall be furnished to the Interested Person. A copy of the Panel's notice of decision shall also be furnished to the Chairman of the Board.

Section 5 - Reversal or Modification of Panel Decisions

Decisions of the Panel are final, but the Board of Directors may in its discretion modify any sanction or reverse any decision of the Panel that is adverse to the Interested Person.

The reversal or modification by the Board of Directors of any action previously taken against the Interested Person pursuant to these Rules shall not invalidate the acts of the Corporation or its officers or directors taken prior to such reversal or modification.

Section 6 - Finality of Corporation Action

Any action or proposed action of the Corporation as to which an Interested Person has the right to request a hearing shall be deemed final and effective (a) when the Interested Person stipulates to the taking of such action by the Corporation, (b) upon the expiration of the applicable time period provided in these Rules for the filing of a written request for a hearing or a written statement pursuant to Section 1 of this Rule, or (c) if a hearing has been held pursuant to Section 3 of this Rule, when the Corporation gives notice to the Interested Person of the Panel's decision.

Section 7 - Alternative Procedures

The Corporation may at any time establish procedures for a hearing not otherwise provided for by these Rules with respect to any action or proposed action of the Corporation.

RULE 38 – GOVERNING LAW AND CAPTIONS

Section 1 – Governing Law

The Rules, and the rights and obligations under the Rules, shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and performed therein.

Section 2 - Captions

Captions to any Rules are for information and guidance only, are not part of any Rule and are to be given no consideration in applying or construing any Rules.

RULE 39 - LIMITATIONS OF LIABILITY

Section 1 – Reliance of the Corporation upon Instructions Containing Errors

The Corporation may accept or rely upon any information or instruction given to the Corporation by a Member including wire transmission, physical delivery or delivery by other means of information or instructions recorded on magnetic tape or other media or of facsimile copies of information or instructions, in a form acceptable to the Corporation and in accordance with the Rules, which reasonably is understood by the Corporation to have been delivered to the Corporation by the Member.

The Corporation may accept and rely upon any information or instruction given to the Corporation by a Member, a Demand Trade Source, a Locked-In-Trade Source or a Designee on behalf of another Member (each hereinafter referred to as the "Agent"), including wire transmission, physical delivery or delivery by other means of information or instructions, in a form acceptable to the Corporation and in accordance with the Rules, which reasonably is understood by the Corporation to have been delivered to the Corporation by the Agent, and the Corporation shall be entitled to act pursuant to any such information or instruction as though such information or instruction had been received from the Member for which the Agent is acting.

Any Member delivering information or instructions as provided above, or on whose behalf an Agent shall deliver information or instructions as provided above, even though they may be inaccurate or not authentic, shall indemnify the Corporation, and any of its employees, officers, directors, shareholders, agents, Members, who may sustain any loss, liability or expense as a result of (a) any act done in reliance upon the authenticity of any information or instruction received by the Corporation, (b) the inaccuracy of the information contained therein or (c) effecting transactions in reliance upon such information or instruction, against any such loss, liability or expense.

Notwithstanding the foregoing, the Corporation will not act upon any such information or instruction purporting to have been given by a Member or an Agent commencing no later than one Business Day after the Corporation receives written notice from the Member that the Corporation shall not accept such information or instructions until no later than one Business Day after the Member shall withdraw such notice.

Section 2 – Limitation on Liability of the Corporation for the Obligations of Affiliated Entities

(a) Notwithstanding any affiliation between the Corporation and any other entity, including another clearing agency, except as otherwise expressly provided by written agreement between the Corporation and such other entity:

(i) the Corporation shall not be liable for any obligations of such other entity nor shall any fund or any other assets of the Corporation be available to such other entity (or any person claiming through such other entity) for any purpose, and no Member shall assert against the Corporation any claim based upon any obligations of any other entity to such Member; and

(ii) such other entity shall not be liable for any obligations of the Corporation nor shall any fund or any other assets of such other entity be available to the Corporation (or any person claiming through the Corporation) for any purpose, and no Member shall assert against such other entity any claim based upon any obligations of the Corporation to such Member.

(b) Notwithstanding the Corporation being the owner of both the Government Securities Division and the Mortgage-Backed Securities Division:

(i) the Government Securities Division shall not be liable for any obligations of the Mortgage-Backed Securities Division nor shall the Clearing Fund or other assets of the Government Securities Division be available to the Mortgage-Backed Securities Division or any Mortgage-Backed Securities Division Participant for any purpose, and no Mortgage-Backed Securities Division Participant shall assert against the Government Securities Division any claim based upon any obligations of the Mortgage-Backed Securities Division to such Mortgage-Backed Securities Division Participant; and

(ii) the Mortgage-Backed Securities Division shall not be liable for any obligations of the Government Securities Division nor shall any participants fund, user fund or other assets of the Mortgage-Backed Securities Division be available to the Government Securities Division or any Member for any purpose, and no Member shall assert against the Mortgage-Backed Securities Division any claim based upon the obligations of the Government Securities Division to such Member

(c) the Corporation may discipline a Member for a violation of this Section 2 of Rule 39 in accordance with Rule 48.

Section 3 – Limitation on Liability of the Corporation

Notwithstanding any other provision in the Rules:

(a) The Corporation will not be liable for any action taken, or any delay or failure to take any action, hereunder or otherwise to fulfill the Corporation's obligations to its Members, other than for losses caused directly by the Corporation's gross negligence, willful misconduct, or violation of Federal securities laws for which there is a private right of action. Under no circumstances will the Corporation be liable for the acts, delays, omissions, bankruptcy, or insolvency, of any third party, including, without limitation, any depository, custodian, sub-custodian, clearing or settlement system, transfer agent, registrar, data communication service or delivery service ("Third Party"), unless the Corporation was grossly negligent, engaged in willful misconduct, or in violation of Federal securities laws for which there is a private right of action in selecting such Third Party; and

(b) Under no circumstances will the Corporation be liable for any indirect, consequential, incidental, special, punitive or exemplary loss or damage (including, but not limited to, loss of business, loss of profits, trading losses, loss of opportunity and loss of use) howsoever suffered or incurred, regardless of whether the Corporation has been advised of the possibility of such damages or whether such damages otherwise could have been foreseen or prevented.

RULE 40 - GENERAL PROVISIONS

Section 1

Every Member shall designate a representative of the Member authorized in the name of the Member to sign all instruments, to correct errors and to perform such other duties as may be required under these Rules and to transact all business requisite in connection with the operations of the Corporation which representative shall be capable of taking such action in a manner consistent with the daily time schedules and other requirements established by or pursuant to these Rules. If the representative of the Member is not a general partner in the Member's or is not an officer of the Member's Corporation, such representative shall, in the case of a firm, be authorized to act by written power of attorney, or in the case of a Corporation, by resolution by the board of directors of such Corporation. Such power of attorney or resolution, as the case may be, shall be in such form approved by the Corporation.

Members shall file with the Corporation the signatures of the members of their firms or the officers of their Corporations and of the representatives of such firms or Corporations who are authorized to sign checks, agreements, receipts, orders and other papers necessary for conducting business with the Corporation together with the powers of attorney or other instruments giving such authority.

Each Member shall be allotted a number which must appear on the face of all forms used by it in connection with the operations of the Corporation.

Section 2

A Member may appoint one or more persons as its agent(s) with respect to all contracts or transactions compared through or by the Corporation and all matters relating thereto, provided that such appointment has been consented to by the Corporation and is evidenced by such appointments, authorizations, certifications and other agreements in such form as may be required by the Corporation.

Section 3

The Corporation may, in its discretion, require Members to provide appropriate staff in their offices during specified hours on non-Business Days when such is deemed necessary by the Corporation to insure the integrity of its systems and/or for the protection of the Corporation.

RULE 41 - CROSS GUARANTY AGREEMENTS

Section 1 – Authority

The Corporation may, from time to time, enter into one or more Limited Cross-Guaranty Agreements.

In determining its available net resources pursuant to a Limited Cross-Guaranty Agreement, the Corporation shall first offset the available net resources of the Government Securities Division the Mortgage-Backed Securities Division.

Section 2 – Cross-Guaranty Defaulting Member Obligations

In addition to a Member's other obligations to the Corporation under these Rules, a Cross-Guaranty Defaulting Member on account of which the Corporation has made a Cross-Guaranty Payment shall be obligated to the Corporation for the amount of such Cross-Guaranty Payment less the amount of any Cross-Guaranty Repayment received by the Corporation in respect thereof.

Section 3 - Application of Cross-Guaranty Payments

The Corporation shall, in its sole discretion, either:

(a) apply any Cross-Guaranty Payment received by the Corporation on account of a Cross-Guaranty Defaulting Member: (1) to the unpaid obligations of such Cross-Guaranty Defaulting Member to the Corporation and (2) to reduce the assessments made or that otherwise would be made against other Netting Members (each, a "Cross-Guaranty Beneficiary Member") pursuant to Section 7 of Rule 4; or

(b) retain any Cross-Guaranty Payment received by the Corporation and not apply such Cross-Guaranty Payment to reduce any assessments against other Netting Members pursuant to Section 7 of Rule 4 until the Corporation determines that the Corporation is no longer liable for any Cross-Guaranty Repayment, at which point the Cross-Guaranty Payment shall be treated as an amount that has been recovered pursuant to Section 7 of Rule 4.

Section 4 - Cross-Guaranty Repayment Deposits

Unless and to the extent the Corporation otherwise determines, (a) in addition to the other deposits to the Clearing Fund, a Cross-Guaranty Beneficiary Member shall be required to make a deposit to the Clearing Fund (a "Cross-Guaranty Repayment Deposit") in an amount equal to the amount of the reduction in the assessment made or that otherwise would have been made against such Cross-Guaranty Beneficiary Member if the Corporation had not received a Cross-Guaranty Payment on account of a Cross-Guaranty Defaulting Member and (b) such Cross-Guaranty Repayment Deposit shall be maintained by such Cross-Guaranty Beneficiary Member for so long as the Corporation determines that the Corporation may be liable for a Cross-Guaranty Repayment and that such Cross-Guaranty Beneficiary Member may therefore be liable to the Corporation pursuant to Section 5 of this Rule.

In the event that the Corporation is required to make a Cross-Guaranty Repayment and it does not have a sufficient amount of Cross-Guaranty Repayment Deposits to cover the liability, the Corporation shall treat the shortfall as a loss incurred as a result of a Defaulting Member Event to be allocated pursuant to Section 7 of Rule 4.

Section 5 - Cross-Guaranty Beneficiary Member Obligations

Unless and to the extent the Corporation otherwise determines, (a) if the Corporation makes a Cross-Guaranty Repayment in respect of any Cross-Guaranty Payment, the appropriate Cross-Guaranty Beneficiary Members shall be obligated to reimburse the Corporation for such Cross-Guaranty Repayment pro rata their Cross-Guaranty Repayment Deposits up to the full amount of such Cross-Guaranty Repayment Deposits, and (b) the Corporation shall be entitled to apply the deposits of such Cross-Guaranty Beneficiary Members to the Clearing Fund in satisfaction of such obligation to reimburse the Corporation.

RULE 42- SUSPENSION OF RULES

The time fixed by these Rules, the Procedures or any regulations issued by the Corporation for the doing of any act or acts may be extended or the doing of any act or acts required by these Rules, the Procedures or any regulations issued by the Corporation may be waived or any provision of these Rules, the Procedures or any regulations issued by the Corporation may be suspended by the Board of Directors or by any Officer of the Corporation having a rank of Managing Director or higher whenever, in its or his judgment, such extension, waiver or suspension is necessary or expedient.

A written report of any such extension, waiver or suspension (other than an extension of time of less than eight hours), stating the pertinent facts, the identity of the person or persons who authorized such extension, waiver or suspension and the reason such extension, waiver or suspension was deemed necessary or expedient, shall be promptly made and filed with the Corporation's records and shall be available for inspection by any Member during regular business hours on business days. Any such extension or waiver may continue in effect after the event or events giving rise thereto but shall not continue in effect for more than 60 calendar days after the date thereof unless it shall be approved by the Board of Directors within such period of 60 calendar days.

RULE 43 - CROSS-MARGINING ARRANGEMENTS

Section 1 - General

The Corporation may establish Cross-Margining Arrangements with one or more FCOs pursuant to which a Cross-Margining Participant may, at the discretion of the Corporation and in accordance with the provisions of the Rules, elect to have its Required Fund Deposit in respect of Eligible Positions at the Corporation and its (or its Cross-Margining Affiliate's, if applicable) margin requirement in respect of Eligible Positions at such FCO(s) calculated by taking into consideration the net risk of such Eligible Positions at each such clearing organization.

The following provisions of this Rule shall be applicable to any such Cross-Margining Participant, and such Cross-Margining Participant shall also be bound by the provisions of the applicable Cross-Margining Agreement(s), which shall be deemed to be Rules.

Section 2 - Agreement to Become a Cross-Margining Participant

(a) A Netting Member that is a member of one or more FCOs may become a Cross-Margining Participant in a Cross-Margining Arrangement between the Corporation and one or more FCOs with the consent of the Corporation and each such FCO. A Netting Member shall become a Cross-Margining Participant upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement(s) and shall be permitted to establish a Market Professional Cross-Margining Account upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement.

(b) A Netting Member having an affiliate that is a member of one or more FCOs may become a Cross-Margining Participant, and its affiliate may become a Cross-Margining Affiliate in a Cross-Margining Arrangement between the Corporation and one or more such FCOs with the consent of the Corporation and each such FCO. A Netting Member shall become a Cross-Margining Participant and its affiliate shall become a Cross-Margining Affiliate, upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant and its Cross-Margining Affiliate in the form specified in the applicable Cross-Margining Agreement and shall be permitted to establish a Market Professional Cross-Margining Account upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant and its Cross-Margining Affiliate in the form specified in the applicable Cross-Margining Agreement.

Section 3 - Cross-Margining Guaranty and Reimbursement Obligation

In the event that the Corporation becomes obligated to make a payment to an FCO under the Corporation's Cross-Margining Guaranty of the obligations of a Cross-Margining Participant or its Cross-Margining Affiliate, the Cross-Margining Participant shall thereupon immediately be obligated, whether or not the Corporation has then made payment to FCO, to pay to the Corporation the amount of the "Reimbursement Obligation" as specified in the applicable Cross-Margining Agreement.

Section 4 - Insolvency - Allocation of Loss

A Cross-Margining Participant may be treated as insolvent at the discretion of the Corporation in the event that: (i) such Cross-Margining Participant is determined to be insolvent by an FCO, or (ii) the Cross-Margining Affiliate of a Cross-Margining Participant is deemed to be insolvent by an FCO and such Cross-Margining Participant does not immediately upon demand by the Corporation deposit with the Corporation an amount in cash or Eligible Netting Securities equal to the then current Cross-Margining Guaranty of the Corporation to such FCO in respect of such Cross-Margining Affiliate's obligations to the FCO.

Section 5 – Application of Cross-Margining Payments

The Corporation shall, in its sole discretion either:

(a) apply any Cross-Margining Payments received by the Corporation on account of a Cross-Margining Participant (1) to the unpaid obligations of such Cross-Margining Participant to the Corporation and (2) to reduce the assessments made or that otherwise would be made against other Netting Members (each a "Cross-Margining Beneficiary Participant") pursuant to Section 7 of Rule 4; or

(b) retain any Cross-Margining Payment and not apply such payment to reduce any assessments against other Netting Members pursuant to Rule 4 for so long as the Corporation determines that the Corporation is no longer liable for any Cross-Margining Repayment, at which point the Cross-Margining Payment shall be treated as an amount that has been recovered pursuant to Rule 4.

Section 6 – Cross-Margining Repayment Deposits

Unless and to the extent the Corporation otherwise determines, (a) in addition to the other deposits to the Clearing Fund, a Cross-Margining Beneficiary Participant shall be required to make a deposit to the Clearing Fund (a "Cross-Margining Repayment Deposit") in an amount equal to the amount of the reduction in the assessment made or that otherwise would have been made against such Cross-Margining Beneficiary Participant if the Corporation had not received a Cross-Margining Payment on account of a Cross-Margining Participant and (b) such Cross-Margining Repayment Deposit shall be maintained by such Cross-Margining Beneficiary Participant for so long as the Corporation determines that the Corporation may be liable for a Cross-Margining Repayment and that such Cross-Margining Beneficiary Participant may therefore be liable to the Corporation pursuant to Section 7 of this Rule.

In the event that the Corporation is required to make a Cross-Margining Repayment and it does not have a sufficient amount of Cross-Margining Repayment Deposits to cover the liability, the Corporation shall treat the shortfall as a loss incurred as a result of a Defaulting Member Event to be allocated pursuant to Section 7 of Rule 4.

Section 7 - Cross-Margining Beneficiary Participant Obligations

Unless and to the extent the Corporation otherwise determines, (a) if the Corporation makes a Cross-Margining Repayment in respect of any Cross-Margining Payment, the appropriate Cross-

Margining Beneficiary Participants shall be obligated to reimburse the Corporation for such Cross-Margining Repayment pro rata their Cross-Margining Repayment Deposits up to the full amount of such Cross-Margining Repayment Deposits, and (b) the Corporation shall be entitled to apply the deposits of such Cross-Margining Beneficiary Participants to the Clearing Fund in satisfaction of such obligation to reimburse the Corporation.

RULE 44 - ACTION BY THE CORPORATION

Where action by the Board of Directors is required by these Rules, the Corporation may act, to the full extent permitted by law, by the Chairman of the Board, the President or any of Managing Director or Executive Director or by such other Person or Persons, whether or not employed by the Corporation as may be designated by the Board of Directors from time to time.

RULE 45 - NOTICES

Section 1 - Notice to an Interested Person

Any notice pursuant to these Rules from the Corporation to an Interested Person shall be sufficiently served on such Interested Person if the notice is in writing, and is mailed to the Interested Person's office address, is sent via electronic mail to the Interested Person's electronic mail address or is transmitted by facsimile machine to a facsimile machine located either in the Interested Person's office or elsewhere as designated by such Interested Person. Any notice to an Interested Person, if mailed, shall be deemed to have been given when deposited in the United States Postal Service, with postage thereon prepaid, directed to the Interested Person at its office address, and if sent via electronic mail, shall be deemed given when routed to the electronic mail address of the Interested Person. Any notice to an Interested Person, if transmitted by facsimile machine as provided above, shall be deemed to have been given when such transmission is verified on the facsimile machine of the Corporation as having been transmitted.

Notwithstanding anything in these Rules to the contrary, the Corporation may distribute notices to all Interested Persons by posting such notices on the Corporation's website. The Corporation shall deem a notice delivered once such notice is successfully posted to the website.

Section 2 - Notice to the Corporation

Any notice from an Interested Person to the Corporation shall be sufficiently served on the Corporation if the notice is in writing and is delivered, mailed, or transmitted by facsimile machine to the Corporation at its principal place of business, Attention: Secretary, or such other place as it designates. Any such notice to the Corporation shall be deemed to have been given when received.

Section 3 - Notice by the Corporation of Certain Actions

Any notice required to be given by the Corporation pursuant to Rule 21, Rule 22 or Rule 48 shall set forth the specific grounds under consideration upon which any action taken by the Corporation pursuant to such Rule or Rules may be based and shall contain notice to the Member of its right to request a hearing, such request to be filed by such Member with the Corporation pursuant to Rule 37.

RULE 46 - INTERPRETATION OF TERMS

Notwithstanding the use of words such as “borrow”, “collateral”, “lend”, “purchase”, “secure”, and “sell”, and other words derived from those words, which reflect terminology commonly used in the market for transactions of the kind processed by the Corporation under these Rules, the use of such words in these Rules, or in agreements entered into by the Corporation with Members pursuant to these Rules, shall not be deemed to affect the intent of the Members as to their characterization of such transactions in agreements entered into by the Members with one another or with third parties in respect of such transactions.

RULE 47 - INTERPRETATION OF RULES

The Board of Directors of the Corporation or any Committee thereof or their designee(s) shall have the authority to interpret the Rules of the Corporation. Interpretations of the Board of Directors or any Committee thereof or their designee(s) shall be final and conclusive.

RULE 48 - DISCIPLINARY PROCEEDINGS

Section 1 - General

The Corporation may discipline any Member for a violation of any provision of the Rules of the Corporation or such Member's agreements with the Corporation, for any error, delay or other conduct that constitutes an abuse or misuse of the Corporation's processes or otherwise is detrimental to the operations of the Corporation, or for not providing adequate facilities for such Member's business with the Corporation, by termination of membership in either or both of the Comparison System or the Netting System, ceasing to act for the Member, other limitation of or restriction on activities, functions and operations, fine, censure or any other fitting sanction.

Section 2 - Role of the Board

The Board of Directors shall be responsible for overseeing the process of addressing rules violations and other detrimental conduct. Management of the Corporation shall be responsible for presenting to the Board actions of a Member or Members that, in their opinion, constitute a rules violation or detrimental conduct, for that Committee's determination as to what, if any, disciplinary action is appropriate. Any such presentation shall be made as is practicable after the action deemed by management to constitute a rules violation or detrimental conduct has occurred.

The imposition of any disciplinary action involving ceasing to act or termination of membership in either or both of the Comparison System or Netting System, shall require Board approval.

Section 3 - Major and Minor Offenses

If the Board determines that a Member has committed a rules violation or an act of detrimental conduct, it shall classify the act as either major or minor in nature. Major offenses generally shall require a finding of either misconduct involving the funds or securities settlement obligations of a Member pursuant to these Rules or a deliberate act of fraud or misconduct of a Member. In addition, repeated offenses by a Member of a minor nature may cause the Member to be deemed to have committed a major offense.

A Member committing a major offense may be subject to disciplinary action up to and including termination of its membership in the Comparison System or in both the Comparison System and the Netting System. At a minimum, after a determination has been made by the Board that a major offense has been committed by a Member, a letter shall be sent by the Corporation to the Member informing it of its commission of offense and requiring that a written explanation be provided to the Corporation as to why the offense occurred and the actions taken and/or to be taken by the Member to ensure that the offense will not reoccur. Representatives of the Member may be required to appear before the Board to provide such explanation.

A Member committing a minor offense shall be subject to a fine or other disciplinary action, except for ceasing to act or termination of membership. Moreover, after a determination has been made by the Board that a minor offense has been committed by a Member, a letter shall be sent to the Member informing it of its commission of the offense.

Section 4 - Notification to a Member

Before imposing any disciplinary sanction on a Member pursuant to this Rule, the Corporation shall notify such Member pursuant to Rule 45 of the type of disciplinary sanction being imposed, the reasons for the imposition of the disciplinary sanction (which shall include a description of the action of the Member deemed to constitute a rules violation or detrimental conduct), the effective date of such action, and its right to a hearing to contest the imposition of the action. The Corporation may, in its discretion, take any disciplinary action authorized by these Rules against a Member immediately upon providing the notification to the Member required in this Section.

RULE 49 – DTCC SHAREHOLDERS AGREEMENT

Section 1 – Certain Definitions

For purposes of this Rule 49:

"DTCC" means The Depository Trust & Clearing Corporation, the holder of all of the capital stock of the Corporation.

"Shareholders Agreement" means the Shareholders Agreement of DTCC, dated as of November 4, 1999, as heretofore or hereafter amended and restated.

"Common Shares" has the meaning given to such term in the Shareholders Agreement.

"Mandatory Purchaser Participant" has the meaning given to such term in the Shareholders Agreement.

"Voluntary Purchaser Participant" has the meaning given to such term in the Shareholders Agreement.

Section 2 - Netting Members

As a condition to its use of the services and facilities of the Government Securities Division of the Corporation, a Netting Member (other than any central securities depository, Federal Reserve bank, central counterparty, or Registered Investment Company) shall be required to purchase and own Common Shares in accordance with the terms of the Shareholders Agreement and be a party to the Shareholders Agreement. For purposes of the Shareholders Agreement, a Netting Member (other than any central securities depository, Federal Reserve bank, central counterparty, or Registered Investment Company) shall be a Mandatory Purchaser Participant.

Section 3 – Comparison-Only Members and Tier Two Members

A Comparison-Only Member (other than any central securities depository, Federal Reserve bank, or central counterparty) and any Tier Two Member shall be permitted (but not required) to purchase and own Common Shares in accordance with the terms of the Shareholders Agreement and be a party to the Shareholders Agreement. For purposes of the Shareholders Agreement, a Comparison-Only Member (other than any central securities depository, Federal Reserve bank, or central counterparty) and any Tier Two Member shall be a Voluntary Purchaser Participant.*

* Note that, if a Comparison-Only Member is also a member or participant of any other clearing agency subsidiary of DTCC, such Comparison-Only Member may be a Mandatory Purchaser Participant pursuant to the terms of the Shareholders Agreement and the rules or procedures of such other subsidiary. If a Sponsored Member is also a member or participant of any other clearing agency subsidiary of DTCC, such Sponsored Member may be a Mandatory Purchaser Participant or a Voluntary Purchaser Participant pursuant to the terms of the Shareholders Agreement and the rules and procedures of such other subsidiary.

Section 4 - Sponsored Members

This Rule 49 shall have no application to a Sponsored Member.

Section 5 - Certain Other Matters

The Corporation shall execute and deliver the Shareholders Agreement as attorney in fact for a Member that purchases Common Shares pursuant to Section 2 or Section 3 of this Rule 49 if such Member is not already a party to the Shareholders Agreement. In addition, the Corporation may on behalf of DTCC pursuant to the Shareholders Agreement, without duplication of payment, (A) debit a Member for any amount payable by the Member to DTCC for Common Shares purchased by the Member and (B) credit a Member for any amount payable by DTCC to the Member for Common Shares sold by the Member.

RULE 50 – MARKET DISRUPTION AND FORCE MAJEURE

Section 1. Market Disruption Events

On the happening of any one or more of the events or circumstances set out below (each a "Market Disruption Event") which, in any case, is likely to materially affect or has materially affected the business, operations, safeguarding of securities or funds, or physical functions of the Corporation, including performance by the Corporation of any obligations under the Rules and Procedures, the Corporation shall be entitled to take such action as is set out in this Rule 50:

(a) a general suspension or limitation of trading on the New York Stock Exchange, NASDAQ, or any other exchange or market relevant to the pricing or trading of securities cleared and settled through the Corporation;

(b) the declaration of a trading or banking moratorium in the United States or New York State;

(c) any international organization, the government of any nation, state, or territory, or any institution or agency thereof, or any self-regulatory organization taking action of a nature likely to affect the normal course of business, including performance by the Corporation of obligations under the Rules and Procedures;

(d) the unavailability, failure, malfunction, overload, or restriction (whether partial or total) of any payment, bank transfer or wire, or securities settlement system;

(e) the unavailability, failure, malfunction, overload, or restriction (whether partial or total) of any cash or securities depository, custodian or clearing bank, or any material variation of such depository's, custodian's or clearing bank's processing or turnaround times, whether or not occasioned by action of such depository, custodian or clearing bank; or

(f) any Force Majeure, which shall include (without limitation) any terrorist or other criminal action, war or hostilities between any nations, national emergency, riot, civil unrest, acts of God or the public enemy, fire or other casualty, flood, accident, disaster (including any nuclear, atomic, environmental, or natural disaster), sabotage, bomb threat, labor dispute, embargo, the unavailability, failure, malfunction, or restriction of communication, computer, or data processing systems or facilities, or of software or technology, cyber attack, lack of transportation facilities, interruption (whether partial or total) of power supplies or other utility or service, or any event, situation, or circumstance beyond the reasonable control of the parties (whether or not similar to any of the foregoing), including those imminent or threatened.

Section 2. Powers of the Corporation

If the Board of Directors or any officer of the Corporation listed below determines, in its, his, or her judgment that there is a Market Disruption Event, the Corporation shall be entitled to act (or refrain from acting) as prescribed in Section 3 of this Rule 50. To the extent practicable, the determination of the existence of a Market Disruption Event, and the actions to be taken in

response thereto, shall be made by the Board of Directors at a meeting where a quorum is present and acting. However, if the Corporation is unable to convene a Board meeting promptly and timely in such event, then such determination may be made by either the Chief Executive Officer, the Chief Financial Officer, the Group Chief Risk Officer, or the General Counsel, or by any management committee on which all of the foregoing officers serves (an "Officer Market Disruption Event Action"), provided that the Corporation shall convene a Board meeting as soon as practicable thereafter (and in any event within 5 Business Days following such determination) to ratify, modify or rescind such Officer Market Disruption Event Action.

Section 3. Authority to take Actions

Upon the determination that there is a Market Disruption Event, the Corporation shall be entitled, during the pendency of such Market Disruption Event, to:

(a) suspend the provision of any or all services of the Corporation; and

(b) take, or refrain from taking, or require Members (whether or not they are affected by the Market Disruption Event) to take or refrain from taking, any and all action which the Corporation considers appropriate to prevent, address, correct, mitigate or alleviate the event and facilitate the continuation of services as may be practicable, and, in that context, issue instructions to Members.

Section 4. Notifications

4.1 Each Member shall notify the Corporation immediately upon becoming aware of any Market Disruption Event.

4.2 The Corporation shall promptly notify Members of any action the Corporation takes or intends to take pursuant to Section 3 of this Rule 50.

4.3 The Corporation shall attempt to consult with officials of the SEC prior to the Corporation taking any action pursuant to Section 3 of this Rule 50; provided, however, that the authority contained herein shall not be conditioned by such consultation.

The Corporation shall advise the SEC as soon as practicable by telephone, and confirmed in writing, of any action taken by the Corporation pursuant to Section 3 of this Rule 50, and a record of such writing shall be promptly made and filed with the Corporation's records and shall be available for inspection by any Member during regular business hours on Business Days.

The Corporation shall also advise the SEC as soon as practicable by telephone, and confirmed in writing, at such time it determines that there is no longer a Market Disruption Event and the Corporation terminates the actions taken by the Corporation pursuant to Section 3 of this Rule 50. A record of such writing shall be promptly made and filed with the Corporation's records and shall be available for inspection by any Member during regular business hours on Business Days.

Section 5. Certain Miscellaneous Matters

(a) Without limiting any other provisions in the Rules and Procedures concerning limitations on liability, none of the Corporation, its directors, officers, employees, agents, or contractors shall be liable to a Member or any other person (including any customer or client thereof) for:

(i) any failure, hindrance, interruption or delay in performance in whole or in part of the obligations of the Corporation under the Rules or Procedures, if that failure, hindrance, interruption or delay arises out of or relates to a Market Disruption Event; or

(ii) any loss, liability, damage, cost or expense arising from or relating in any way to any actions taken, or omitted to be taken, pursuant to this Rule 50.

(b) The power of the Corporation to take any action pursuant to this Rule 50 also includes the power to repeal, rescind, revoke, amend, or vary any such action.

(c) The powers of the Corporation pursuant to this Rule 50 shall be in addition to, and not in derogation of, authority granted elsewhere in the Rules and Procedures to take action as specified therein.

(d) In the event of any conflict between the provisions of this Rule 50 and any other Rules or Procedures, the provisions of this Rule 50 shall prevail.

SCHEDULE OF TIMEFRAMES*

(all times are New York City times)

8:00 p.m. – Deadline for final input by members to FICC of trade data.

10:30 p.m. to 2:00 a.m. – Time during which FICC's comparison, netting, settlement and margining output is made available to Members.

9:15 a.m. – Netting-eligible auction purchases are received by FICC from the Federal Reserve Banks and are immediately redelivered to members in a long position.

9:30 a.m. – Deadline for satisfaction of a Clearing Fund deficiency call.

10:00 a.m. – Funds-only settlement debits and credits are executed via the Federal Reserve's National Settlement Service

11:00 a.m. – Deadline for submission of repo collateral substitution notifications, after which a late fee will be imposed. Such notification is not deemed to be submitted until it is received by FICC.

12:00 p.m. – Netting Member deadline to either (1) initiate request to receive back excess cash or collateral from the A.M. Clearing Fund call, or (2) initiate request to substitute currently held Clearing Fund securities.

12:00 p.m. – All open positions and obligations will be recorded at this time and used in the computation of intraday Clearing Fund requirements, and intraday funds-only settlement.

12:00 p.m. – First deadline for submission of information regarding New Securities Collateral, after which a late fee will be imposed. Such information is not deemed to be submitted until it is received by FICC.

12:30 p.m. – Second deadline for submission of information regarding New Securities Collateral, after which such submissions will be processed by FICC on a good faith basis only and a late fee imposed. Such information is not deemed to be submitted until it is received by FICC.

1:00 p.m. – Final deadline for submission of information regarding New Securities Collateral, after which the Netting Member must resubmit its information for processing by FICC during the following business day. Such information is not deemed to be submitted until it is received by FICC.

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* All times may be extended as needed by the Corporation to (i) address operational or other delays that would reasonably prevent members or the Corporation from meeting the deadline or timeframe, as applicable, or (ii) allow the Corporation time to operationally exercise its existing rights under these Rules. In addition, times applicable to the Corporation are standards and not deadlines; actual processing times may vary slightly, as necessary.

2:00 p.m. – Time during which reports will be made available with respect to the intraday Clearing Fund requirements, and intraday funds-only settlement.

2:15 p.m. – Netting Member deadline to initiate request in the Clearing Fund Management system (CFM) to receive back excess Clearing Fund cash or collateral from intraday call.

2:45 p.m. – Deadline for satisfaction of a Clearing Fund deficiency call (P.M. Clearing Fund call).

3:15 p.m. – Intraday funds-only settlement debits and credits are executed via the Federal Reserve's National Settlement Service for Netting Members.

4:00 p.m. – Brokered Repo Transactions submitted prior to 4:00 p.m. will be processed as Demand Trades. After 4:00 p.m. such trades will be processed for Bilateral Comparison.

4:30 p.m. – Deadline for submission of DK Notices by Repo Parties to Brokered Repo Transactions submitted on a Demand basis prior to 4:00 p.m.

SCHEDULE OF GCF REPO TIMEFRAMES*

(all times are New York City times)

7:00 a.m. FICC begins to accept from GCF-Authorized Inter-Dealer Brokers data on GCF Repo Transactions – GCF-Authorized Inter-Dealer Brokers must submit data on a GCF Repo Transaction that they are a party to within five minutes of executions of such transaction.

9:00 a.m. Deadline for Netting Members to deliver additional securities or cash such that value of such securities and cash equals or exceeds Collateral Allocation Obligations from previous Business Day.

10:00 a.m. Netting Members must begin affirming or disaffirming GCF Repo Transactions within one half hour of receipt of data on such transactions from FICC

10:30 a.m. Deadline for dealer affirmation or disaffirmation of all GCF Repo Transactions that they are a party to that are executed prior to 10 a.m.

1:00 p.m. For GCF Repo Transactions executed after 1:00 p.m., Netting Members must affirm or disaffirm GCF Repo Transactions within ten minutes of their receipt of data on such transactions from FICC.

3:00 p.m. Cutoff for GCF Repo Transaction data submission from GCF-Authorized Inter-Dealer Brokers to FICC including dealer trade affirmation or disaffirmation – all unaffirmed trades automatically affirmed by FICC.

3:30 p.m. Every Collateral Allocation Entitlement and Collateral Allocation Obligation that was established by the Corporation on the previous Business Day shall be netted with the current Business Day's Collateral Allocation Obligation and/or Collateral Allocation Entitlement; Netting Members shall have the obligation to settle such new net settlement amounts. Collateral allocations begin.

4:30 p.m. Deadline for Netting Member allocation of collateral to satisfy obligations, after which a late fee will be imposed and after which FICC shall process Collateral Allocation Obligations on a good faith basis only. Deadline for Net Funds Payors to satisfy their cash obligations, after which a late fee will be imposed.

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* All times may be extended as needed by the Corporation to (i) address operational or other delays that would reasonably prevent members or the Corporation from meeting the deadline or timeframe, as applicable, or (ii) allow the Corporation time to operationally exercise its existing rights under these Rules. In addition, times applicable to the Corporation are standards and not deadlines; actual processing times may vary slightly, as necessary.

SCHEDULE FOR THE DELETION OF TRADE DATA

Trade data on transactions other than Repo Transactions that remain uncompared shall pend in the Comparison System until the later of: (a) for trades in new issues and re-issues, the issue date or re-issue date for such trades, or (b) the processing cycle after the second Business Day after the date of submission of such data. Trade Data on Repo Transactions that remain uncompared shall pend in the Comparison System until the later of: (a) the processing cycle after the second Business Day after the Repo Start Date, or (b) the processing cycle after the second Business Day after the date of submission of such data. Data on trades (including Yield Comparison Trades) that are not eligible for netting that compare (prior to being deleted) are deleted during the same processing cycle during which such comparison is reported to Members. Data on trades eligible for netting that compare shall pend until (and shall be deleted during) the processing cycle prior to the Scheduled Settlement Date for such trades.

The timeframes for deletion of trade data that are set forth in this schedule may be changed by the Corporation upon the provision by it of 15 Business Days' prior notice of such to all Members.

SCHEDULE OF REQUIRED MATCH DATA

These Required Match Data items are applicable to all transactions, including Repo Transactions, except as otherwise noted below:

(1) Contra Member identifying information

(2) CUSIP Number

(3) Member's identifying number

(4) Par amount (this is not applicable to General Collateral Repo Transactions)

(5) Settlement amount (final money) - if this field is left blank, the Corporation will calculate the settlement amount using: (a) for Repo Transactions, the start amount, the Contract Repo Rate, and the number of days from start date to settlement date, and (b) for buy/sell transactions, the par value, price, and accrued interest

(6) Settlement date - must contain a valid, settlement date

(7) Transaction type - an indication of the type of transaction (i.e., buy, sell, repo, or reverse)

In addition, these Required Match Data items are applicable only to Repo Transactions:

(8) Start amount - the Contract Value for the start leg of the Repo Transaction

(9) Start date - the settlement date for the start leg of a Repo Transaction

This schedule does not apply to Netting-Eligible Auction Purchases and GCF Repo Transactions. Also, notwithstanding the above, the requirements of this schedule are superseded by the provisions of Rule 10 to the extent that they are inconsistent with that Rule.

SCHEDULE OF REQUIRED DATA SUBMISSION ITEMS

In addition to the data items listed in the Schedule of Required Match Data, the following data items are required, as indicated below, to be submitted by Members when they submit trade data to the Corporation:

(1) Broker reference number - the reference number used by a Repo Broker submitting data to uniquely identify the matching short and long sides of a Brokered Transaction

(2) Contra Submitting Member's executing firm - if this field is left blank, the Corporation will fill this field with the contra Submitting Member's identifying number

(3) Executing Firm - if this field is left blank, the Corporation will fill this field with the submitting Member's identifying number

(4) External reference number - the reference number used by a Member submitting data to uniquely identify the transaction

(5) Price (rate) - as regards Repo Transaction, the repo rate must be submitted in this field

(6) Pricing method - for buy/sell transactions, this field must be submitted with either a "D" (discount), (P) (price), or "Y" (yield), while for Repo Transactions, this field must be submitted with an "R" (rate)

(7) Trade date

This schedule does not apply to Netting Eligible Auction Purchases and GCF Repo Transactions.

SCHEDULE OF REQUIRED AND ACCEPTED DATA SUBMISSION ITEMS FOR A SUBSTITUTION

In addition to the data items required in the Schedules of Required Match Data and Required Data Submission Items, the following data items are required to be received by the Corporation as regards a Repo Transaction in order for the Corporation to process a substitution:

(1) the Specific CUSIP Number for the Existing Securities Collateral;

(2) the par amount;

(3) the principal value;

(4) Scheduled Settlement Date for the Start Leg of the Transaction and Contract Repo Rate;

(5) for Brokered Repo Transactions, the reverse repo rate; and

(6) counterparty to the Transaction.

This schedule does not apply to Netting-Eligible Auction Purchases and GCF Repo Transactions.

SCHEDULE OF REQUIRED AND ACCEPTED DATA SUBMISSION ITEMS FOR NEW SECURITIES COLLATERAL

In addition to the data items required in the Schedules of Required Match Data and Required Data Submission Items, the following data items are required to be received by the Corporation as regards a Repo Transaction in order for it to process a substitution:

(1) the Specific CUSIP Number for the New Securities Collateral;

(2) the par amount;

(3) the principal value;

(4) Scheduled Settlement Date for the Start Leg of the Transaction and Contract Repo Rate;

(5) for Brokered Repo Transactions, the reverse repo rate; and

(6) counterparty to the Transaction.

This schedule does not apply to Netting-Eligible Auction Purchases and GCF Repo Transactions.

SCHEDULE OF REQUIRED AND OTHER DATA SUBMISSION ITEMS FOR GCF REPO TRANSACTIONS

The following data items are required to be received by the Corporation from a GCF-Authorized Inter-Dealer Broker as regards a GCF Repo Transaction in order for such Transaction to be compared by the Corporation:

Trade Reference Number – The GCF-Authorized Inter-Dealer Broker's unique reference number for the GCF Repo Transaction.

End Date - The settlement date for the End Leg.

Start Money – The Start Leg settlement amount.

Repo Rate – The underlying interest rate.

Broker's Reverse Participant ID – Participant number of the GCF Counterparty from whom the Broker is reversing in securities.

Broker's Repo Participant ID – Participant number of the GCF Counterparty to whom the Broker is repoing out securities.

CUSIP – The nine digit Generic CUSIP Number.

The following fields will be automatically populated by the Corporation with default data, which may be overridden by the GCF-Authorized Inter-Dealer Broker as required:

Trade Date – The current date will automatically populate this field.

Start Date – The current date will automatically populate this field.

Role – Reserved for future use.

Transaction – Reserved for future use.

The following fields will be automatically calculated and/or populated by the Corporation, and cannot be overridden by the GCF-Authorized Inter-Dealer Broker:

GSD TID – The Corporation's unique transaction identifier, automatically assigned to a new GCF Repo Transaction by the Corporation.

Final Money – The Corporation will automatically calculate the Close Leg settlement money for the GCF Repo Transaction using start money, rate and term (based on start date and end date).

Security Description – Automatically displayed by the Corporation based upon Generic CUSIP Number submitted.

Broker's Reverse Participant Name – Automatically displayed by the Corporation based upon the identification number entered in the "Broker's Reverse Participant ID" field.

Broker's Repo Participant Name – Automatically displayed by the Corporation based upon the ID entered in the "Broker's Repo Participant ID" field.

Term – Total number of days that the GCF Repo Transaction is scheduled to be outstanding, automatically calculated and displayed by the Corporation.

Interest – The total repo interest (i.e., the difference between the repo start and end money) automatically calculated and displayed by the Corporation.

Accrued to Date – The repo interest accrued to date automatically calculated and displayed by the Corporation.

SCHEDULE OF MONEY TOLERANCES

The following Money Tolerances have been established by the Corporation:

(1) Settlement amount - $0.10 per $1 million for repo transactions (applicable in Real Time) Notwithstanding this tolerance, any money difference of $1.00 or less in the settlement amount of a trade will not prevent the trade from being matched.

Settlement amount - $2 per $1 million for buy-sell transactions (applicable in Real Time)

(2) Settlement amount (in connection with the Corporation's presumption of a match of data pursuant to Rule 10) does not apply to Repo Transactions - $40 per $1 million

(3) Start amount (applies only to Repo Transactions) - $1 per Repo Transaction

SCHEDULE OF HAIRCUTS
FOR ELIGIBLE CLEARING FUND SECURITIES

Security Type	Remaining Maturity	Haircut
1. Treasury		
Bills, Notes, Bonds, TIPS	Zero to 1 year	2.0%
	1 year to 2 years	2.0%
	2 years to 5 years	3.0%
	5 years to 10 years	4.0%
	10 years to 15 years	6.0%
	15 years or greater	6.0%
Zero Coupon	Zero to 1 year	5.0%
	1 year to 2 years	5.0%
	2 years to 5 years	5.0%
	5 years to 10 years	12.0%
	10 years to 15 years	12.0%
	15 years or greater	12.0%

Security Type	Remaining Maturity	Haircut
2. Agency*		
Notes, Bonds	Zero to 1 year	7.0%
	1 year to 2 years	7.0%
	2 years to 5 years	7.0%
	5 years to 10 years	7.0%
	10 years to 15 years	10.0%
	15 years or greater	10.0%
Zero Coupon	Zero to 1 year	7.0%
	1 year to 2 years	7.0%
	2 years to 5 years	7.0%
	5 years to 10 years	18.0%
	10 years to 15 years	18.0%
	15 years or greater	18.0%
3. MBS Pass-Throughs*	Ginnie Mae	7.0%
	Fannie Mae/Freddie Mac/UMBS	7.0%
4. Self-issued MBS**		14% (or 21% if 25% concentration limit is exceeded).

* Any deposits of Eligible Clearing Fund Agency Securities or Eligible Clearing Fund Mortgage-Backed Securities in excess of 25 percent of a Member's Required Fund deposit will be subject to a haircut that is twice the amount of the percentage noted in the haircut schedule. Eligibility requirements will be announced by the Corporation from time to time.

** A Member may deposit Eligible Clearing Fund Mortgage-Backed Securities of which it is the issuer, however such securities will be subject to a premium haircut. This haircut shall be 14% as an initial matter. If a Member also exceeds the 25% concentration limit, the haircut shall be 21%.

FEE STRUCTURE*

I. TRANSACTION FEES

A. Transaction Processing

Upon submission of a side of a buy/sell transaction or a Repo Transaction, other than a GCF Repo Transaction or a CCIT Transaction, Dealer Accounts will be charged a fee of $0.04 per million par value for transaction processing, and Broker Accounts will be charged a fee of $0.02 per million par value for transaction processing.

A submission that is rejected by the Corporation because it failed to pass the necessary edit checks other than valid contra side will not be charged the processing fee, but will be charged a fee of $0.50 for the rejection.

The Corporation will charge an additional fee for modifications and cancellations as set forth below in subsection C.

B. Yield-to-Price Conversion

The charge for the conversion by the Corporation of a side of a buy/sell transaction from a yield basis to a price basis is $0.15 per such side.

C. Modifications and Cancellations

The charge to a Member for the entry of a request to modify or cancel either a side of a buy/sell transaction or a Repo Transaction, other than a GCF Repo Transaction or a CCIT Transaction, is $0.25 per such request. The charge to a Member for the entry of a request by such Member to modify or cancel a side of a GCF Repo Transaction or a CCIT Transaction is $0.05 per 50 million of par value.

D. Coupon Pass-Through Fee

For each pass-through of a coupon payment, pursuant to these Rules, from a Member with a Net Short Settlement Position to a Member with a Net Long Settlement Position, a fee of $0.25 per such coupon movement per each member.

E. Repo Collateral Substitution Fees

For Repo Transactions other than GCF Repo Transactions or CCIT Transactions, the charge for the processing of a repo collateral substitution request is $0.75.

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* Fees stated to apply to CCIT Members shall be applied at the Joint Account level for CCIT Members participating through a Joint Account.

F. Auction Takedown Process

The fees for buy/sell transactions associated with the Auction Takedown Service will be charged in accordance with the "Transaction Processing" fees in Section I.A. and the "Position Management Fees" in Section II.

G. Locked-In Trade Data

Data received by the Corporation on a locked-in basis from a Locked-In Trade Source related to a side of a buy/sell transaction entered into by a Member, or entered into by a Non-Member that the Member is clearing for, shall result in the charges established by the "Transaction Processing" fees in Section I.A. above. These fees are for the processing and reporting of Locked-In Trade data by the Corporation to the Member. This charge shall not apply to GCF Repo Transactions or CCIT Transactions.

The charge to the GCF Counterparty to the GCF-Authorized Inter-Dealer Broker for the processing and reporting by the Corporation of a GCF Repo Transaction or a CCIT Transaction entered into by the Member, or entered into by a Non-Member that the Member is clearing for, is a onetime recording fee of $0.07 per million gross dollar amount of such GCF Repo Transaction or CCIT Transaction (with a minimum charge of $2.50). The charge to the GCF-Authorized Inter-Dealer Broker for the processing and reporting by the Corporation of a GCF Repo Transaction is a onetime recording fee of $0.025 per million gross dollar amount of such GCF Repo Transaction (with a minimum charge of $1.25).

H. CCIT Transactions Submitted for Bilateral Comparison

The charge to Netting Members and CCIT Members submitting CCIT Transactions on a bilateral basis (and not on a Locked-In Trade basis) for the processing and reporting by the Corporation of a CCIT Transaction is a onetime recording fee of $0.07 per million gross dollar amount of such CCIT Transaction (with a minimum charge of $2.50).

II. POSITION MANAGEMENT FEES

A. Intraday Position Fee

An intraday position fee of $0.04 per million par value will be charged to a Member each Business Day based on the largest gross position of the Member (including positions of any Non-Member that the Member is clearing for) that Business Day. The gross position of a Member on a Business Day is determined in 15-minute intervals between 9 a.m. and 4 p.m. on that Business Day by netting par value of all compared buy/sell transactions, Repo Transactions, and unsettled obligations of the Member (and any Non-Members that the Member is clearing for) by CUSIP Number and taking the sum of the absolute par value of each such CUSIP Number. This fee shall not apply to GCF Repo Transactions or CCIT Transactions.

B. End of Day Position Fee

An end of day position fee of $0.115 per million par value will be charged to a Member each Business Day based on the end of day gross position of the Member (including positions of

any Non-Member that the Member is clearing for) that Business Day. The end of day gross position of a Member on a Business Day is determined by netting par value of all compared buy/sell transactions, Repo Transactions, and unsettled obligations of the Member (and any Non-Member that the Member is clearing for) at the end of the Business Day by CUSIP Number and taking the sum of the absolute par value of each such CUSIP Number. This fee shall not apply to GCF Repo Transactions or CCIT Transactions.

III. COMMUNICATION FEES

Failure to migrate from legacy networks to SMART and/or SFTI. Cost*

* The entire cost of supporting the legacy network connections will be allocated among remaining users pro rata.

IV. OTHER CHARGES (in addition to the transaction fee)

A. Financing Charges**

1. No charges for Repo Brokers acting in a Broker capacity.

2. For each other Netting Member, a pass-through charge calculated on a percentage of the total of all such costs incurred by the Corporation, (including any reimbursements made pursuant to subsection (4) below), allocated by product, which percentage is calculated as follows:

$$\frac{\text{Total dollar value of deliver and receive obligations of such Netting Member in such product}}{\text{Total dollar value of deliver and receive obligations of all Netting Members (other than Inter-Dealer Broker Netting Members acting in a Broker capacity) in such product}}$$

3. Notwithstanding the above, if, after providing to a Netting Member appropriate notice and opportunity to be heard, the Corporation determines that such Netting Member has, on a recurring basis and without good cause, caused the Corporation to incur financing costs, such Member will be obligated to pay for the entire amount of any financing costs incurred by the Corporation as the result of deliveries by such Member to the Corporation.

4. As stated in Rule 12, if the Corporation, as the result of a violation of the Rules by a Netting Member, incurs financing costs, the Netting Member shall be obligated to pay for, or reimburse the Corporation for, the entire amount of any such costs.

** Financing costs include the costs of both carrying positions overnight and borrowing to cover Repo Brokers (acting in a Broker capacity) mark and TAP payments.

5. Notwithstanding anything to the contrary above, the Corporation may pay for directly, or reimburse, a Repo Broker for overnight financing costs that the Repo Broker has incurred related to the settlement of a Start Leg outside of the Netting System, up to a dollar amount deemed reasonable by the Corporation, if the Corporation determines, in its sole discretion, that such financing costs were incurred by the Repo Broker unavoidably and not through its own fault.

6. Notwithstanding anything to the contrary above, the Corporation may pay for directly, or reimburse, a Repo Broker that incurs financing costs for a Net Settlement Position, up to a dollar amount deemed reasonable by the Corporation, if the Corporation determines, in its sole discretion, that such financing costs were incurred by the Repo Broker: (i) unavoidably and not through its own fault and (ii) if the Repo Broker is an Inter-Dealer Broker Netting Member, through overnight repurchase transactions with Netting Members or a Clearing Agent Bank.

B. Clearance Charges

1. No charges for Repo Brokers acting in a Broker capacity.

2. For each other Netting Member, a standard charge of $0.25 per deliver and receive obligation on Scheduled Settlement Date.

3. Notwithstanding anything to the contrary above, the Corporation may pay for directly, or reimburse, the clearance costs incurred by a Repo Broker for Repo Transactions related to the settlement of a Start Leg outside of the Netting System, up to a dollar amount deemed reasonable by the Corporation.

4. The Corporation will pass-through to Netting Members the following clearing banks' fees and charges that are incurred by the Corporation for the services that the Corporation performs in connection with such Members' activity.

(a) Actual fees charged by The Bank of New York Mellon ("BNY") for the settlement of each Deliver Obligation and each Receive Obligation.

(b) Actual fees charged by the Fedwire Securities Service fees for the settlement of treasury securities and agency securities, as applicable.

(c) BNY fee on each GCF Repo Service Deliver Obligation that FICC creates from its BNY account, inclusive of inter-bank.

When this fee is assessed on FICC's GCF Repo Service Deliver Obligations that are created versus Netting Members, this fee will be allocated to Dealer Accounts at BNY as follows:

(i) A pass-through fee is calculated as 1bp per annum on a dollar amount of such Netting Member's GCF Repo Service Receive Obligation from FICC in each Generic CUSIP Number.

When this fee is assessed on FICC's GCF Repo Service Deliver Obligations at BNY that are created versus a CCIT Member at BNY, the fee is calculated as 1bp per annum on a dollar amount of the underlying CCIT Transactions and the fee will be passed through to the Dealer Account at BNY of the Netting Member that is the Repo Party to such CCIT Transactions.

(d) BNY fees for daylight overdrafts on securities settlement obligations.

This pass-through fee will be charged to Dealer Accounts at BNY and will be calculated on a percentage of the total of all such costs incurred by FICC. This percentage is calculated on a monthly basis as follows:

$$\frac{\text{(Total dollar value of Deliver and Receive Obligations of each Netting Member at BNY)}}{\text{(Total dollar value of Deliver and Receive Obligations in all Dealer Accounts at BNY)}}$$

All fees and charges will be reflected on each Member's billing statement.

C. GCF Repo Transaction and CCIT Transaction Processing Fee

For a GCF Repo Transaction or a CCIT Transaction that has been compared and netted, but which has not yet settled, a fee calculated as follows:

(1) (a) for Repo Brokers acting as GCF-Authorized-Inter-Dealer Brokers, a .0175 basis point charge (i.e., one and three quarter hundredths of a basis point) applied to the gross dollar amount of such GCF Repo Transaction; and

(b) for all other Netting Members and CCIT Members, a .04 basis point charge (i.e., four hundredth of a basis point) applied to the gross dollar amount of such GCF Repo Transaction or CCIT Transaction;

and

(2) .08 basis point charge (i.e., 8 hundredths of a basis point) applied to the net dollar amount of a Netting Member's or CCIT Member's Collateral Allocation Entitlements and Collateral Allocation Obligations.

This fee will be applied each calendar day, but calculated on an annualized basis.

V. MINIMUM MONTHLY FEE

Each Comparison-Only Member and each Netting Member shall, regardless of the level of its activity, pay a minimum monthly fee of $2,500 on each of its accounts, which shall not apply to CCIT Members. The minimum monthly fee for an account will not apply if the total monthly fees incurred by the account pursuant to Sections I, II, and IV of this Fee Structure exceed $2,500.

VI. SUBMITTING MEMBERS

A Submitting Member shall be liable for fees and charges arising from buy/sell transactions and Repo Transactions the data on which it has submitted to the Corporation on behalf of an Executing Firm to the same extent as if such Member had executed the buy/sell transactions and Repo Transactions.

VII. SPONSORING MEMBERS

A Sponsoring Member shall be liable for fees and charges arising from Sponsored Member Trades the data on which it, or its Sponsored Member(s), has submitted to the Corporation. A Sponsoring Member shall also be subject to the minimum monthly fee set forth in Section V of this Fee Structure; provided, that a Sponsoring Member Omnibus Account shall be considered a single account for purposes of calculating such fee, regardless of the number of Sponsored Members whose trading activity is conducted through such account.

VIII. DEFINITION

For purposes of this Fee Structure, a "side" of a buy/sell transaction, and a Start Leg or an End Leg of a Repo Transaction other than a GCF Repo Transaction or a CCIT Transaction, shall be limited to $50 million increments. Thus, if the aggregate amount of a side of a buy/sell transaction, or of a Start Leg or End Leg of a Repo Transaction other than a GCF Repo Transaction or a CCIT Transaction, is greater than $50 million, each $50 million portion of that aggregate amount (including the final, residual portion if that is less than $50 million) shall be considered as a separate "side" or Leg for purposes of this Fee Structure. A Term GCF Repo Transaction and a CCIT Transaction shall each be considered to have only one Start Leg and one End Leg during its term.

IX. LATE FEES

Late Submission of Collateral Substitution Notifications

On any particular Business Day, a Repo Party shall be assessed a late fee of $100 for each repo collateral substitution notification that is received by the Corporation after the deadline for such as stated in the Schedule of Timeframes.

Late Submission of Information Regarding New Securities Collateral

On any particular Business Day, a Repo Party shall be assessed a late fee of (i) $100 for each submission of information regarding New Securities Collateral that is received by the Corporation after the first deadline, but before the second deadline, for such as stated in the Schedule of Timeframes, and (ii) $250 for each submission of information regarding New Securities Collateral that is received and processed by the Corporation after the second deadline for such as stated in the Schedule of Timeframes. Such fees will be assessed with respect to each transaction for which a notification of a repo collateral substitution has been received by FICC, but for which FICC has not received information regarding New Securities Collateral.

Late Fee Related to GCF Repo Transactions

On any particular business day, if a Netting Member does not make the required collateral allocation by the later of 4:30 p.m. (New York time) or 1 hour after the actual close of Fedwire Securities Service reversals, the Netting Member shall be subject to a late fee of $500.00, unless the Corporation determines, in its sole discretion, that the failure to meet this timeframe is not primarily the fault of the Netting Member. This determination would be made by the Corporation based on input from the GCF Repo Clearing Agent Bank and the Netting Member.

On any particular business day, if a Net Funds Payor does not make the required payment of cash by the later of 4:30 p.m. (New York time) or 1 hour after the actual close of Fedwire Securities Service reversals, the Net Funds Payor shall be subject to a late fee as shown on the table below, unless the Corporation determines that the failure to meet this timeframe is not primarily the fault of the Net Funds Payor.

Late Fee for Net Funds Payors	**1st Occurrence (within 30 calendar days)**	**2nd Occurrence (within 30 calendar days)**	**3rd Occurrence (within 30 calendar days)**	**4th Occurrence (within 30 calendar days) or additional occurrences (within the 30 calendar days)**
After 4:30 p.m.	$500	$1,000	$2,000	$3,000

On any particular business day, if a Net Funds Payor does not make the required payment of cash by the close of the Fedwire Funds Service, the Net Funds Payor shall be subject to a late fee as shown on the table below, unless the Corporation determines that the failure to meet this timeframe is not primarily the fault of the Net Funds Payor. This determination would be made by the Corporation based on input from the GCF Repo Clearing Agent Bank and the Net Funds Payor.

Late Fee for Net Funds Payors	1st Occurrence (within 90 calendar days)	2nd Occurrence (within 90 calendar days)	3rd Occurrence (within 90 calendar days)	4th Occurrence (within 90 calendar days) or additional occurrences (within the 90 calendar days)
After Close of Fedwire Funds Service	100 basis points on the unsatisfied cash obligation amount	200 basis points on the unsatisfied cash obligation amount	300 basis points on the unsatisfied cash obligation amount	400 basis points on the unsatisfied cash obligation amount

X. ADMINISTRATIVE FEES

On any particular Business Day, a Repo Broker shall be assessed an administrative fee of $50 for each instance where the Corporation determines to finance a Debit Forward Mark Adjustment Payment in excess of the Cap, as set forth in Section 4 of Rule 19. Such administrative fee shall be in addition to any costs incurred by the Corporation in arranging the financing for which the Repo Broker maintains responsibility and must reimburse the Corporation pursuant to that Section.

XI. THIRD PARTY FEES AND CHARGES

The Corporation may also bill Members for, and include on the Members' billing statements, fees and charges which may be imposed on such Members by third parties such as: (a) other subsidiaries of The Depository Trust & Clearing Corporation; (b) self-regulatory organizations and other securities industry organizations or entities of which such Member is a member, where such third party has represented to the Corporation that it has an agreement with the Member allowing the Member's payment of such fees and charges; and (c) other organizations and entities which provide services or equipment to Members which are integral to services provided by the Corporation. Any amounts so collected will be remitted to the entity imposing such fee or charge.

Such fees and charges may include those of companies that identify themselves as being an affiliate of the Member. Members should check their billing statements, which shall reflect all such charges, and report any problems to the Corporation immediately.

XII. CAPITAL BASE, PRICING AND REBATE POLICY

The Corporation's policy is to retain only that amount of revenue which, in the view of the Board, is appropriate to ensure that the Corporation maintains a sufficient capital base and sound financial structure. Consistent with this policy, the Corporation may, for activity submitted during a given month, in its sole discretion, adjust downward (discount) its transaction fees. Any such discount shall be reflected directly in fee collections from Members for that month.

This policy is not intended to apply to a service newly-provided by the Corporation, until it is deemed by the Board to be sufficiently established.

The Corporation will rebate excess net income to members, pro rata, at periodic intervals deemed appropriate by, and at the discretion of, the Corporation based upon their gross fees paid to the Corporation within the applicable rebate period (adjusted for miscellaneous charges and rebates). Rebates will be distributed only to those Members maintaining membership during all or a portion of the applicable rebate period, as announced by the Corporation from time to time.

For purposes of this paragraph, "excess net income" shall mean income after expenses and capitalization costs not needed in the opinion of the Corporation in its sole discretion taking into account, among other things, anticipated expenses, losses, liabilities, revenues, and maintenance of an appropriate minimum level of shareholders' equity.

XIII. CLEARING FUND MAINTENANCE FEE

On a monthly basis, the Netting Member shall be charged a fee, in arrears, calculated as the product of 0.25% and the average of each Netting Member's cash deposit balance in the Clearing Fund, as of the end of each day, for the month, multiplied by the number of days for that month and divided by 360; provided that, the investment rate of return on investment of the cash deposit balance in the Clearing Fund for that month is either equal to or greater than 0.25%. No fee will be charged for any month in which the monthly rate of return on investment of the cash deposit balance in the Clearing Fund is less than 0.25%.

XIV. NON-U.S. MEMBERSHIP APPLICANT FOREIGN LEGAL OPINION FEE

(a) For the initial applicant ("Initial Applicant") organized in a given non-U.S. jurisdiction ("Jurisdiction of Organization") to apply for membership, if the applicant does not otherwise terminate its application in accordance with (c) below: The lesser of (i) a maximum estimated charge ("Maximum Estimated Charge") and (ii) the actual costs charged to the Corporation by outside counsel providing a legal opinion in form and substance satisfactory to the Corporation regarding the laws of the Jurisdiction of Organization.

(b) For each subsequent applicant organized in the applicable Jurisdiction of Organization ("Subsequent Non-U.S. Applicant"), if the Subsequent Non-U.S. Applicant does not otherwise terminate its application in accordance with (c) below: an amount equal to the fee charged to the Initial Applicant from the Jurisdiction of Organization, as determined in accordance with (a) above.

(c) The Non-U.S. Membership Applicant Foreign Legal Opinion Fee is non-refundable regardless of the outcome of the application process (i.e., approval, disapproval or expiration); however, an applicant will not be charged a Non-U.S. Membership Applicant Foreign Legal Opinion Fee if it terminates its application in writing within five (5) Business Days of being notified in writing by the Corporation of the Maximum Estimated Charge (for an Initial Applicant) or fee amount (for a Subsequent Non-U.S. Applicant), as applicable.

(d) If the applicant does not terminate its application in accordance with (c) above, then the applicant will be billed the applicable fee amount as determined by the Corporation in accordance with the above, with full payment due within ten (10) Business Days of receipt of an invoice from the Corporation, including payment instructions.

FINE SCHEDULES

Late Satisfaction of Clearing Fund Deficiency Call

AMOUNT	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Up to $100M	**	$100	$200	$ 500
Greater than $100M to $900M	**	300	600	1,500
Greater than $900M to $1.7MM	**	600	1,200	3,000
Greater than $1.7MM to $2.5MM	**	900	1,800	4,500
Greater than $2.5MM	**	1,000	2,000	5,000

Notes:
M = one thousand
MM = one million

** First occasions result in a warning letter issued to the Member.

The number of occasions is determined over a moving three-month period beginning with the first occasion.

If the number of occasions within the rolling period exceeds four, the Corporation shall obtain the concurrence of the Board of Directors as to the amount of the fine.

A lateness of more than one hour will result in a fine equal to the amount applicable to the next highest occasion for the specific deficiency amount. If a member is late for more than one hour and it is the member's fourth occasion, the Corporation shall obtain the concurrence of the Board of Directors as to the amount of the fine.

Late Payment of Funds Settlement Debit

Amount	First Occasion	Second Occasion	Third Occasion	Fourth Occasion
$1 to $100M	$100	$200	$ 500	$1,000
Greater than $100M to $900M	300	600	1,500	3,000
Greater than $900M to $1.7MM	600	1,200	3,000	6,000
Greater than $1.7MM to $2.5MM	900	1,800	4,500	9,000
Greater than $2.5MM	1,000	2,000	5,000	10,000

M = one thousand
MM = one million

(1) Each instance of late payment of a late payment of a Funds Settlement Debit is deemed to be a separate occasion. Such latenesses are combined, regardless of type, to determine the number of occasions.

(2) The number of occasions is determined over a moving three-month period beginning with the 1st occasion.

(3) If the number of occasions within the rolling period exceeds four, the Corporation shall obtain the concurrence of the Board of Directors as to the fine amount.

(4) A lateness of more than one hour will result in a fine equal to the amount applicable to the next highest occasion for the specific deficiency amount. If a member is late for more than one hour and it is the member's fourth occasion, the Corporation shall obtain the concurrence of the Board of Directors as to the fine amount.

FINE SCHEDULE

Failure to Timely Provide Financial and Related Information

Request for Information*	First Occasion	Second Occasion	Third Occasion	Fourth Occasion
Financial Reports**	$300	$600	$1,500	***

* Fines to be levied for offenses within a moving twelve-month period beginning with the first occasion.

** For purposes of this Fine Schedule, Reports/Information shall mean the financial, regulatory and other information required to be submitted to the Corporation pursuant to the Rules, Procedures, Important Notices or notices on the Corporation's website.

*** Fourth or more occasion fines will be determined by the Corporation with the concurrence of the Board of Directors.

If the Member's late submission applies to more than one DTCC clearing agency subsidiary, the fine amount will be divided equally among the clearing agencies. Where the Member is a participant of DTC and is a common member of one or more of the other clearing agencies, the fine would be collected by DTC and allocated equally among other clearing agencies, as appropriate. If the member is not a DTC participant, but is a common member between NSCC and FICC, NSCC will collect the fine and allocate the appropriate portion to FICC.

Business Continuity Testing for Top Tier Firms – Fines for Failure to Test

Fine for failure to complete annual testing requirement:	$10,000
Fine for failure to complete testing for two successive years:	$20,000

General Continuance Standards – Fine for Failure to Notify of Falling out of Compliance

Fine for failure to notify	$1,000

If the Member's failure to notify applies to more than one DTCC clearing agency subsidiary, the fine amount will be divided equally among the clearing agencies. Where the Member is a participant of DTC and is a common member of one or more of the other clearing agencies, the fine would be collected by DTC and allocated equally among other clearing agencies, as appropriate. If the member is not a DTC participant, but is a common member between NSCC and FICC, NSCC will collect the fine and allocate the appropriate portion to FICC.

Reportable Events-Fine for Failure of Timely Notification

Fine for failure to timely notify $5,000

If the Member's failure to notify applies to more than one DTCC clearing agency subsidiary, the fine amount will be divided equally among the clearing agencies. Where the Member is a participant of DTC and is a common member of one or more of the other clearing agencies, the fine would be collected by DTC and allocated equally among other clearing agencies, as appropriate. If the member is not a DTC participant, but is a common member between NSCC and FICC, NSCC will collect the fine and allocate the appropriate portion to FICC.

Failure to Confirm OFAC Program

Fine Name	Amount(s)
Failure to confirm OFAC Program	$5,000.00

DESIGNATED LOCKED-IN TRADE SOURCES

Federal Reserve Banks, as fiscal agents of the United States

GCF-Authorized Inter-Dealer Brokers (for GCF Repo Transactions)

The Treasury Department

CROSS-MARGINING AGREEMENTS

- Cross-Margining Agreement with the Chicago Mercantile Exchange, Inc. (incorporated by reference).

BOARD STATEMENTS OF POLICY

STATEMENT OF POLICY OF THE BOARD OF DIRECTORS OF THE
GOVERNMENT SECURITIES CLEARING CORPORATION
ON THE RELEASE OF INFORMATION

Section 17A(b)(3) of the Securities Exchange Act of 1934, as amended (the "Act"), provides, among other things, that the rules of clearing agency self-regulatory organizations must be designed to foster cooperation and coordination with persons engaged in the clearance and settlement of securities transactions and to protect investors and the public interest. the Corporation recognizes in Rule 29 its obligation as a self-regulatory organization to share clearing, financial, and other data on its members with other SEC-regulated, self-regulatory organizations for regulatory purposes. Rule 3 provides the Corporation with the authority to examine the financial and operational conditions of its members, and to receive information relevant to such examination from any other SEC-regulated, self-regulatory organization. Rule 3 also requires the Corporation to maintain the same degree of confidentiality regarding such financial and operational information that the appropriate regulatory body having jurisdiction over the member would maintain.

In accordance with its responsibilities under its rules, and consistent with the requirements of a clearing agency under the Act, the Board of Directors has approved the entering into of an agreement by the Corporation with other SEC-registered clearing agencies to share, for regulatory purposes, with such other SEC-registered clearing agencies financial and operational information relating to members that are also members of such other SEC-registered clearing agencies. The Board of Directors has also approved the filing of such agreement with the Securities and Exchange Commission. Such agreement is not intended to limit the ability under the Act of the Corporation, for regulatory purposes, to share data on its members whenever such is deemed necessary or appropriate. It is, however, a first step toward formalizing certain minimum levels of information sharing, with the intent to standardize such reporting.

INTERPRETIVE GUIDANCE WITH RESPECT TO WATCH LIST CONSEQUENCES

Being placed on the Watch List may result in Clearing Fund-related consequences as well as other consequences under the Rules:

A. Clearing Fund-Related Consequences

1. Additional Clearing Fund Deposits

Pursuant to Section 12(e) of Rule 3, the Corporation may require a Netting Member that has been placed on the Watch List to make and maintain a deposit to the Clearing Fund over and above the amount determined in accordance with the provisions of Rule 4 or such higher amount as the Board may deem necessary for the protection of the Corporation or other Members.

The determination of whether a Netting Member that is on the Watch List should be subject to an additional Clearing Fund deposit is based on factors determined to be relevant by the Corporation from time to time, including:

a. the overall financial condition and financial stability or volatility of the Netting Member, which may include a review of the Netting Member's credit rating/enhanced surveillance history and outlook;

b. the liquidity arrangement, if any, of the Netting Member;

c. the Clearing Fund requirement history, transaction volume trends, simulated closeout results, stress test results, backtest results and outstanding positions of the Netting Member;

d. adverse news reports and/or regulatory concerns relating to the Netting Member; and

e. any additional concerns relating to the financial or operational condition of the Netting Member.

2. Restriction on Withdrawal of Excess Clearing Fund Deposits

Pursuant to Section 10 of Rule 4, the Corporation may retain some or all of the Excess Clearing Fund Deposit of a Member who is on the Watch List. Nonetheless, the Corporation generally does not retain the Excess Clearing Fund Deposit of a Watch List Member unless the Member fails to pay the Required Fund Deposit within the required timeframes established by the Corporation, or if the Corporation has a concern that the Member will not be able to satisfy its obligation to the Corporation.

3. Non-Waiver of Minimal Clearing Fund Payment

Pursuant to Section 2(a) of Rule 4, a Member is not required to make any payment to its Clearing Fund on a given day if the difference between the amount of the Member's Required

Fund Deposit as reported on that day and the amount then on deposit towards satisfaction thereof is less than both (i) $250,000 and (ii) 25 percent of the amount then on deposit, provided that the Member is not on the Watch List. As such, Members that are on the Watch List must satisfy all margin calls for their respective Clearing Funds regardless of the amount.

B. Other Consequences

Pursuant to Section 12(e) of Rule 3, if a Netting Member is on the Watch List, the Corporation may (1) suspend the Netting Member's right under the Rules to collect a Credit Forward Mark Adjustment Payment during all or a portion of the time period that the Netting Member is on the Watch List and/or (2) maintain possession of the securities and/or cash that comprise the Netting Member's Collateral Allocation Entitlement as the result of its GCF Repo Transaction activity. Nonetheless, the Corporation generally does not retain these credits and/or entitlements unless the Netting Member fails to pay the Required Fund Deposit within the required timeframes established by the Corporation, or if the Corporation has a concern that the Netting Member will not be able to satisfy its obligation to the Corporation.

INTERPRETIVE GUIDANCE WITH RESPECT TO SETTLEMENT FINALITY

1. Interpretive Guidance With Respect to Settlement Finality – Funds-Only Settlement

The point of finality for funds-only settlement by the Corporation is defined by the Federal Reserve Bank Operating Circular 12 ("Operating Circular 12"),[1] which governs NSS processing by the FRB. The Corporation and each Member's Funds-Only Settling Bank is a "Settler" and together are in a "Settlement Arrangement" (each term as defined in Operating Circular 12) for purposes of funds-only settlement.[2] DTC, as the Settlement Agent (as defined in the Rules and in Operating Circular 12), provides the Settlement File (as defined in Operating Circular 12) to the FRB.[3] Each Settler maintains a Master Account (as defined in Operating Circular 12) with the FRB.[4] The point of finality in accordance with Operating Circular 12 is, for debits, the time at which the Settler's Master Account is debited by the FRB,[5] and, for credits, the time at which the Settler's Master Account is credited by the FRB.[6]

Therefore, the point of finality with respect to funds-only settlement by the Corporation is the point at which each of the Master Accounts for the Corporation and the Funds-Only Settling Banks designated by each of the Members have been debited and credited through NSS pursuant to the Settlement File provided by the Settlement Agent.

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[1] Federal Reserve Bank Operating Circular 12 (Multilateral Settlement), Effective June 30, 2016 ("Operating Circular 12"), available at https://www.frbservices.org

[2] For purposes of Operating Circular 12, the following definitions apply:

"Balance" means the amount listed on a Settlement File that a Settler owes (debit Balance) or is due (credit Balance) as a result of the clearing activities of the Settlement Arrangement.

"Master Account" means the Master Account (as that term is defined in the Reserve Banks' Operating Circular 1, Account Relationships) of a Settler on the books of a Reserve Bank.

"Settler" means an entity that has established an account with a Reserve Bank and settles its own Balances, settles Balances for the account of another Participant, or both.

"Settlement Agent" means the entity authorized to act on behalf of the Settlers under Operating Circular 12.

"Settlement File" means the instructions submitted by a Settlement Agent showing the debit and credit Balances of the Settlers.

See Section 1.2 of Operating Circular 12. See also Federal Reserve Banks Operating Circular 1 (Account Relationships), Effective February 1, 2013, available at https://www.frbservices.org.

[3] See id.

[4] See id.

[5] See Section 5.4 of Operating Circular 12.

[6] See Section 5.6 of Operating Circular 12.

2. Interpretive Guidance With Respect to Settlement Finality – Settlement for Securities Deliveries and Related Payment Obligations.

Settlement for securities deliveries and related payment obligations occurs (i) on the books of the Corporation's designated clearing bank for each Member whose designated clearing bank for such settlement is the same as the Corporation's designated clearing bank and (ii) through the Fedwire system, for each Member whose designated clearing bank for such settlement is not the same as the Corporation's designated clearing bank.

(a) Point of Finality on the Books of the Corporation's Clearing Bank.

The point of finality relating to settlement of securities deliveries and related payment obligations that occurs on the books of the Corporation's clearing bank is the point at which the Corporation's clearing bank has acted upon a settlement instruction from the Corporation.

Pursuant to the agreement between the Corporation and the Corporation's clearing bank, a settlement instruction is an instruction by the Corporation to the clearing bank in respect of settlement that: (1) (a) instructs the clearing bank to direct delivery, from the Corporation's account to the Member account(s) designated in such settlement instruction, of securities specified for each such Member account and (b) specifies the dollar amounts that the clearing bank is simultaneously to take collection of from each of the respective Member accounts designated in the settlement instruction for the Corporation's account; or (2) (a) instructs the clearing bank to direct payment, from the Corporation's account to the designated Member account(s), of the dollar amounts specified in the settlement instruction for each such Member account and (b) specifies the securities that the clearing bank is simultaneously to take receipt of from each of the Member accounts designated in the settlement instruction for the Corporation's account.

The Corporation's clearing bank has acted upon such instructions when the clearing bank (i) (a) directs delivery, from the Corporation's account to the Member account(s) designated in such settlement instruction, of securities specified for each such Member account and (b) simultaneously collects the dollar amounts from each of the respective Member accounts designated in the settlement instruction for the Corporation's account; or (ii) (a) directs payment, from the Corporation's account to the designated Member account(s), of the dollar amounts specified in the settlement instruction for each such Member account and (b) simultaneously takes receipt of securities from each of the Member accounts designated in the settlement instruction for the Corporation's account.

Therefore, the point of finality of settlement of securities deliveries and related payment obligations that occur on the books of the Corporation's clearing bank is when each of the accounts held by the Corporation and the Members at the clearing bank for purposes of securities settlement have been debited and credited in accordance with the settlement instructions provided by the Corporation.

(b) Point of Finality on the Fedwire System.

The point of finality relating to settlement of securities deliveries and related payment obligations that occurs through the Fedwire system is defined by the Federal Reserve Banks

Operating Circular No. 7 ("Operating Circular 7"),[7] which governs book entry security account maintenance and transfers. The Corporation's clearing bank and each Member's clearing bank is a "Participant" and maintains a "Securities Account" and a "Master Account" with the FRB (each term as defined in Operating Circular 7).[8] Operating Circular 7 states that "[u]nless a Transfer is rejected in accordance with this Circular, all debits and credits in connection with a Transfer become final at the time the debits and credits are posted to the Sender's and Receiver's Securities Accounts and, in case of Transfer Against Payment, their corresponding Master Accounts."[9] For purposes of settlement of securities deliveries and related payment obligations, the clearing banks designated by the Corporation and each Member to deliver and receive securities and related funds on behalf of the Corporation and each Member, respectively, are the Senders and Receivers described in Operating Circular 7.

Therefore, the point of finality of settlement of securities deliveries and related payment obligations is when each of the Securities Accounts and the Master Accounts of the clearing banks

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[7] Federal Reserve Banks Operating Circular 7 (Book-Entry Securities Account Maintenance and Transfer Services), Effective October 29, 2017 ("Operating Circular 7"), available at https://www.frbservices.org.

[8] For purposes of Operating Circular 7, the following definitions apply:

"Book-Entry Security" means a marketable security issued in electronic form by the United States Government (the "Treasury"), any agency or instrumentality thereof, certain international organizations, or others, that the Reserve Banks have determined is eligible to be held in a Securities Account and is eligible for Transfer.

"Free Transfer" means a Transfer that does not involve any credit or debit to a Master Account other than a transaction fee.

"Master Account" means a "Master Account" (as defined in the Reserve Banks' Operating Circular 1, Account Relationships) on the books of a Reserve Bank. A Master Account is a Funds Account for purposes of the regulations listed in Appendix A of Operating Circular 7. A Master Account does not contain Book-Entry Securities.

"Participant" means an entity that maintains a Securities Account with a Reserve Bank in the entity's name.

"Receiver" means the Participant receiving a Book-Entry Security as a result of a Transfer.

"Securities Account" means an account at a Reserve Bank containing Book-Entry Securities.

"Sender" means the Participant sending a Transfer Message.

"Transfer" means the electronic movement over the Fedwire® Securities Service of a par amount of Book-Entry Securities by debit to the designated Securities Account of the Sender and by credit to the designated Securities Account of the Receiver, or by debit to one Securities Account of a Participant and credit to another Securities Account of that same Participant, in which case that Participant is both a Sender and a Receiver. A Transfer is either a Free Transfer or a Transfer Against Payment.

"Transfer Against Payment" means a Transfer that is effected with a credit to the Master Account of the Sender and a debit to the Master Account of the Receiver, for the amount of the payment.

"Transfer Message" means an instruction of a Participant to a Reserve Bank to effect a Transfer.

See Operating Agreement Circular 7, Section 3.0.

[9] Operating Circular 7, Section 9.1.1. Capitalized terms are defined as set forth in Operating Circular 7. See id.

designated by the Corporation and each of the Members have been debited and credited through the Fedwire system in accordance with the settlement instructions provided by the Corporation.[10]

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[10] Each Business Day, the Corporation makes available to each Member a Report that provides settlement information that the Corporation deems sufficient to enable each such Member to be able to settle its securities deliveries and related payment obligations and each Member is obligated to provide the appropriate instructions to its clearing bank to deliver and/or receive securities and related payments as set forth in the Report. Rule 12, Section 3.

BY-LAWS AND RESTATED CERTIFICATE OF INCORPORATION

The By-Laws of the Corporation and the Restated Certificate of Incorporation of the Corporation are incorporated by reference.