

To:
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Eurex US

Russell Products – Open Interest Agreement

2005 FEB 14 AM 8:00

RECEIVED
C.F.T.C.

(Name/Company of the member)

(Address)

(Represented by)

- hereinafter ROIP -

and

U.S. Futures Exchange, L.L.C.
233 South Wacker Drive, Suite 2450
Chicago, IL 60606
legally represented by Mr. Satish Nandapurkar (CEO)

- hereinafter "Eurex US" -

- ROIP and Eurex US hereinafter together "Parties" -

agree to enter into an agreement where ROIP shall become a Russell Open Interest Provider (hereinafter "ROIP") in accordance with the terms and conditions as follows:

Preamble:

Whereas Eurex US is a designated contract market (hereinafter "DCM") in accordance with Sec. 5 of the U.S. Commodity Exchange Act (hereinafter "CEA").

Whereas the terms "Russell 1000^{®1} Index" and "Russell 2000^{®2} Index" refer to certain broad-based securities indexes of the Frank Russell Company as will be set forth in Eurex US Rules.

¹ Russell 1000[®] is a trademark and service mark of the Frank Russell Company, used under license.

² Russell 2000[®] is a trademark and service mark of the Frank Russell Company, used under license.

Whereas Eurex US has launched trading in Futures on the Russell 1000[®] Index and the Russell 2000[®] Index (hereinafter together the "Russell Products") and in the future subsequent Futures on Indexes provided by the Frank Russell Company as well as Options on such Futures (hereinafter the "Subsequent Russell Products") after the launch of trading in the Russell Products.

Whereas the Parties intend to enter into an agreement (hereinafter the "OI Agreement") for the Russell Products in accordance with the terms and conditions herein.

1. Obligations

The Parties are subject to the following obligations:

a. Obligations of ROIP

- (1) ROIPs shall maintain a minimum daily average of open interest in both Futures on the Russell 1000[®] Index and the Russell 2000[®] Index during each one of the second, third and fourth quarters of 2005 according to Attachment 1 of this document
- (2) ROIPs shall maintain a minimum daily average of open interest in both Futures on the Russell 1000[®] Index and the Russell 2000[®] Index during each one of the quarters of 2006. The actual level of minimum daily average of open interest will be determined during the last quarter of 2005 after relevant discussions between Eurex US and the ROIPs. (See Attachment I).
- (3) ROIPs shall:
 - i. Provide Eurex US with all necessary documentation that will prove that it has maintained sufficient open interest as more specifically set forth in Attachment I.
 - ii. Provide Eurex US with the name of a manager who has the authorization and expertise necessary to make decisions and act as the ROIPs coordinator, who will be available with respect to this Agreement; and
 - iii. Inform Eurex US if the ROIP can no longer fulfill its obligations under this Agreement.

b. Obligations of Eurex US

- (1) Eurex US will refund all Eurex US related trading fees³ for each quarter that the ROIPs manage to maintain a level of daily average open interest that is equal or higher to the levels specified in Attachment 1 of this document

2. Acceptance

Acceptance of this offer is solely at the discretion of Eurex US, which may assign its rights and obligations under the resulting agreement to any successor to its

exchange business, including any successor by merger or other business combination.

3. Term

The Agreement will terminate on December 31, 2006, or earlier if:

- a. The terms or conditions of the Contracts materially change;
- b. The law or regulations with respect to the Contracts materially changes;
- c. By operation of law or regulation, including any future regulatory action by the U.S. Commodity Futures Trading Commission, the Offer is no longer valid. In such an event, Eurex US will notify the ROIPs of such regulatory action or determination. Nothing will prohibit the Parties from re-negotiating another agreement in connection with the market making of Russell Products.

4. Contact

a. ROIP

For the ROIP, the manager who has the authorization and expertise necessary to make decisions and acts as coordinator with respect to the Agreement is:

(Name)

(Position)

The Acceptance and other notices with regard to the Agreement can be sent to:

b. Eurex US

For Eurex US the manager who has the authorization and expertise necessary to make decisions and acts as coordinator with respect to the Agreement is:

Michael McErlean

The notices with regard to the Agreement can be sent to Eurex US via fax to: 312.544.1101 to the attention of Sean Smith.

³ For purposes of this Agreement, the term "trading fees" shall mean only those fees in Russell Products incurred for the execution of trades originating from an account as defined by CFTC Regulation 1.3(y).

5. Miscellaneous

a. Governing Law

This Offer shall be governed by the laws of the State of Illinois (without regard to its choice of law principles), the CEA and CFTC regulations, and any applicable Eurex US Rules.

b. Disputes

Any disputes or disagreements arising under or related to this Offer that the Parties cannot mutually resolve shall be resolved through binding arbitration by a panel of three arbitrators. Each party shall select one arbitrator and the two party-selected arbitrators shall select a third neutral arbitrator. The neutral arbitrator shall serve as chair of the arbitration panel. While it is the intent of the parties that the arbitration be conducted without the necessity of administration by the American Arbitration Association, the arbitrators shall use the Commercial Arbitration Rules of the American Arbitration Association to the extent applicable. The arbitration shall be conducted in Chicago, Illinois. Each party shall pay the costs of the arbitrator selected by it/them and the costs of the third arbitrator shall be split evenly between the parties. The decision and any award of the arbitrators shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. The parties agree that any arbitration conducted hereunder shall be governed by the Federal Arbitration Act, Title 9 United States Code §§ 1-16, as now existing or hereinafter amended.

c. GENERAL

This Agreement is the entire and complete Agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings between the Parties, whether written or oral, with respect to the subject matter hereof and may not be modified in any way unless:

- (1) By means of written addendum, signed and dated by duly authorized representatives of both Parties; or
- (2) Eurex US, in its sole discretion, decides that an amendment to the Agreement would be necessary to improve the Russell Products or to comply with its regulatory obligations, e.g. a decision, rule or regulation of the CFTC. Amendments made in accordance with this provision by Eurex US shall only become valid and binding made in accordance with reasonable commercial practice and such amendments apply equally to all ROIPs. Such amendments only become effective upon reasonable notice to all ROIPs and if the ROIP does not opt against the amended Agreement with notice in writing. In the latter case the notice of the ROIP will be seen as cancellation of the Agreement to the end of the next calendar month.

If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the Parties shall immediately begin negotiations to replace any invalid or unenforceable portions that are essential parts of this Agreement.

If either Party fails to enforce any right or remedy hereunder, such failure shall not be deemed a waiver of such right or remedy.

SHOULD BE FILLED OUT BY DESIGNATED REPRESENTATIVES OF THE PARTIES:

ROIP:

Place, Date

Name Position

Phone Fax

(Signature) E-mail address

Eurex US:

Place, Date

Name Position

Phone Fax

(Signature) E-mail address

Attachment 1

Russell Products – Open Interest Obligations for ROIPs

ROIPs will maintain a minimum daily average of open interest in both Futures on the Russell 1000[®] Index and the Russell 2000[®] Index as follows:

Period	Minimum Contracts per Month Russell 1000 Index Futures^(*)	Minimum Contracts per Month Russell 2000 Index Futures^(*)
Q2 2005 (Apr. 1, 2005 – Jun. 30, 2005)		
Q3 2005 (Jul. 1, 2005 – Sep. 30, 2005)		
Q4 2005 (Oct. 1, 2005 – Dec. 31, 2005)		

Eurex US reserves the right to re-evaluate the above mentioned open interest obligations at the end of each quarter. The minimum daily average of open interest for 2006 will be agreed after bilateral with the ROIPs that will take place during the last quarter of 2005.