BY ELECTRONIC TRANSMISSION

Submission No. 13-114

December 13, 2013

Ms. Melissa Jurgens
Secretary of the Commission
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Amendment to ICE Clear US, Inc. Bylaws and Rules
Submission Pursuant to Section 5c(c)(1) of the Act and Regulation 40.6(a)

Dear Ms. Jurgens:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (the "Act") and CFTC Regulation 40.6(a), ICE Clear US, Inc. ("ICUS") hereby notifies the Commission that the ICUS Board of Directors has adopted amendments to its By-Laws and Rules to adopt new provisions that (i) amend ICUS's default and recovery and wind-down procedures following the exhaustion of resources available to it after a Clearing Member default or series of Clearing Member defaults including certain amendments to provide for ICUS financial resources to withstand a default by two clearing members creating the largest combined loss (the "default amendments"); and (ii) make conforming amendments relating to ICUS governance (the "governance amendments"). ICUS intends to implement the amendments effective December 31, 2013 in conjunction with its election to become a Subpart C derivatives clearing organization ("DCO").[1]

Concise Explanation and Analysis

The default amendments do the following:

(i) provide for a specified commitment by ICUS to the default resources: a one-time "Priority Contribution" of $25 million to be applied prior to the use of guaranty fund contributions of non-defaulting Clearing Members and a one-time "Pro Rata Contribution" of $25 million to be applied on a pari passu basis with the contributions of non-defaulting Clearing Members. IntercontinentalExchange, Inc., the parent of ICUS, has agreed to make contributions to ICUS equal to the Priority Contribution and Pro Rata Contribution;

[1] *See* 78 FR 72476 (Derivative Clearing Organizations and International Standards; Final Rule) (December 2, 2013).

(ii) establish a "cooling-off period" in cases of certain Clearing Member defaults that result in guaranty fund depletion, in which case the liability of Clearing Members for additional guaranty fund assessments would be capped for all defaults during that period;

(iii) establish new procedures under which a Clearing Member may terminate its Clearing Membership, both in the ordinary course of business and during a cooling-off period, and related procedures for unwinding all positions of such a Clearing Member and capping its continuing liability to ICUS;

(iv) establish a mechanism for the termination of clearing and wind-up of outstanding contracts; and

(v) provide for a change to the calculation of the size of the guaranty fund to meet Cover 2 (defined below) and to eliminate the acceptance of money market mutual funds ("MMMF") as deposits to meet original margin and guaranty fund requirements.

ICUS believes that the default amendments will enhance its ability to withstand the consequences of a default of one or more Clearing Members and will reduce the risk of a failure or insolvency of ICUS. The amendments also provide clearer limitations on the liability of non-defaulting Clearing Members and ICUS following defaults, greater clarity as to the financial resources available to ICUS in case of default, and a clearer procedure for termination of clearing membership.

The governance amendments do the following:

(i) amend the definition of Public Director to conform to any rule or interpretation of such term issued by the Commission from time to time;

(ii) change the size of the Board from a fixed number of 7 to a range of no fewer than five and no more than 7; and

(iii) make conforming amendments to ICUS rules with respect to eligible officers and compensation.

Compliance with the Act and CFTC Regulations

Default Amendments

The default amendments are designed to satisfy the requirements under CFTC Regulations 39.33, 39.35 and 39.39 applicable to "Subpart C" DCOs, in order for ICUS to continue to be treated as a qualified central counterparty ("QCCP") for purposes of applicable U.S. and non-U.S. bank capital requirements applicable to Clearing Members and other market participants. The changes are also consistent with DCO Core Principle B (Financial Resources) and Core Principle G (Default Rules and Procedures).

Core Principle G requires a DCO to have rules and procedures designed to allow for the efficient, fair, and safe management of events during which clearing members become insolvent

or otherwise default on their obligations to the DCO. In addition, Core Principle G requires a DCO to clearly state its default procedures, make its default rules publicly available, and ensure that it may take timely action to contain losses and liquidity pressures and to continue meeting its obligations. Regulation 39.35 requires a Subpart C DCO to adopt additional procedures to address certain issues arising from extraordinary stress events, including the default of one or more clearing members. Regulation 39.39 requires a Subpart C DCO to develop additional plans that specifically address "recovery" and "wind-down" as such terms are defined in the regulations.

Core Principle B requires a DCO to maintain adequate financial resources. Regulation 39.33(a) requires a Subpart C DCO to maintain financial resources sufficient to enable ICUS to meet its financial obligation to its clearing members notwithstanding a default by the two clearing members creating the largest combined loss to ICUS in extreme but plausible market conditions ("Cover 2"). Regulation 39.33(c) sets forth liquidity requirements and specifies what types of collateral may be used to meet liquidity requirements.

The default amendments address the foregoing requirements by modifying Article V of the By-Laws and Parts 2, 5 and 8 of the Rules. A further description is set forth below.

By-Laws

Section 5.4(f) has been modified to provide additional flexibility for ICUS to use assets in the guaranty fund for default management purposes by allowing the transfer of those assets to support borrowings through repurchase agreements or similar transactions as well as through lending facilities. Various other conforming changes in Section 5.4 have been made. These changes will facilitate ICUS's ability to promptly meet its payment obligations as specified in Regulation 39.35(b).

Section 5.5(b) has been revised to provide that assessments may be made upon Clearing Members in anticipation of any charge against the general guaranty fund following a default, rather than only after a charge. Section 5.5 has also been revised to add the Priority Contribution and Pro Rata Contribution requirements and set forth the limits on those contributions. The Priority Contribution is a one-time contribution by ICUS of $25 million that is not required to be replenished. The Pro Rata Contribution is also a one-time contribution by ICUS of $25 million that is not subject to replenishment if used.

In Section 5.5(e), the existing cap on assessments was amended to provide that a non-defaulting Clearing Member will not be liable for assessments of more than 200% of its required guaranty fund contribution for any single default. A withdrawing Clearing Member is only liable for assessments resulting from defaults occurring prior to its termination date or, if applicable, during the cooling-off period. Further conforming changes have been made to Sections 5.5 and 5.6.

New Section 5.8 implements the "cooling-off period" concept. A "cooling-off period" is triggered by certain calls for assessments or by sequential guaranty fund depletion within a 30-

business day period. Liability of Clearing Members for assessments as a result of the default or defaults that triggered the cooling-off period or that occur during the cooling-off period is capped at 550% of the required guaranty fund contribution, regardless of the number of defaults.

New Section 5.9 contains procedures for the withdrawal of Clearing Members. These procedures apply both to ordinary course terminations outside of a default scenario and termination during a cooling-off period. Clearing Members may withdraw from ICUS during a cooling-off period by providing an irrevocable notice of withdrawal in the first 10 business days of the period. Clearing Members may withdraw from ICUS at other times by notice to ICUS. In either case, Clearing Members must close out all outstanding positions by a specified deadline, generally within 20 to 30 business days following notice of withdrawal. Withdrawal is not effective until the Clearing Member has closed out all outstanding positions and satisfied any related obligations, and a withdrawing Clearing Member remains liable for defaults that occur until such time. In the event of a Financial Emergency as defined in Chapter 1 of the Rules or otherwise at the discretion of the Board, a Clearing Member that seeks to withdraw other than during a cooling-off period, may be required to make a deposit of up to 550% of its required guaranty fund contribution at the time of notice. New Section 5.9(b)(vii) provides for the return of guaranty fund contributions to a withdrawing Clearing Member within 60 days of the termination date, or such earlier date as ICUS determines. These changes provide more certainty with respect to clearing member obligations which will allow for the efficient, fair and safe management in the event of default consistent with Core Principle G.

Section 5.4(b) has been revised to provide for a change to the calculation of the size of the guaranty fund to meet Cover 2 as required by Regulation 39.33(a). ICUS allocates the guaranty fund among clearing members based on their percentage of open interest and volume. To accommodate the increase in guaranty fund size, the cap on the open interest portion (which represents 80% of the contribution) will be increased from $12,500,000 to $18,000,000 and the cap on the volume portion (which represents 20% of the contribution) will be increased from $4,500,000 to $6,500,000.

Section 5.4(c) has been revised to eliminate the acceptance of MMMF as deposits to meet original margin and guaranty fund requirements (and to delete an obsolete provision). This change is consistent with Regulation 39.33(c) which does not consider MMMF to be a qualifying liquid resource.

For further information regarding the increase in ICUS Guaranty Fund size and elimination of MMMF – please see attached Clearing Member Notice dated November 5, 2013.

Rules

Rule 209 has been revised to conform to the new clearing member withdrawal provisions in Section 5.9 of the By-Laws.

Rules 502(b) and 504(e) have been revised to clarify the steps the President or his designee may take (i.e., limit withdrawals of excess margin) in order to preserve the fiscal integrity of ICUS.

Rule 505 has been revised to eliminate the acceptance of MMMF as eligible collateral to meet original margin and guaranty fund requirements.

Rule 806 has been revised to add new subsection (c) which provides that the Board may determine that a winding up (offset) of all outstanding positions at ICUS is prudent, in which case all open positions at ICUS will be closed promptly.

Governance Amendments

The governance amendments reflect conforming changes to clarify ICUS current practices. Core Principle O (Governance Fitness Standards) and new Reg. 39.32 require governance arrangements that are clear and transparent. ICUS's governance arrangements are detailed in the ICUS By-laws which are publicly available and transparent. The governance amendments revise By-Law Sections 1.1, 3.2, 3.4, 4.2, and 4.3.

***

There were no opposing views expressed to ICUS by its Board of Directors, Risk Committee, clearing members or other market participants regarding the amendments.

A copy of the amendments, marked to indicate deletions and additions, is attached hereto.

ICUS certifies that the amendments comply with the requirements of the Act and the rules and regulations promulgated thereunder. ICUS further certifies that this submission has been concurrently posted on the ICUS website at (https://www.theice.com/notices/RegulatoryFilings.shtml).

If you have any questions or need further information, please contact me at 312-836-6716 or heidi.rauh@theice.com.

Sincerely,

Heidi M. Rauh

Heidi M. Rauh
General Counsel and Chief Compliance Officer

Cc: Robert Wasserman, CFTC
Laura Astrada, CFTC

Alicia Lewis, CFTC
Thomas Hammond, ICE Clear US
Bruce Domash, ICE Clear US

ICE CLEAR U.S.

NOTICE

NOTICE
13-106

November 5, 2013

Summary of content

Changes to Clearing Member Guaranty Fund Requirements and Money Market Mutual Fund Policy

For more information please contact:

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212-748-4001
312-836-6777
ICEClearUS@theice.com

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ICE Clear US, Inc. (ICUS) is in the process of applying to the Commodity Futures Trading Commission (CFTC) to become a Subpart C derivatives clearing organization (DCO) which will allow it to retain its status as a qualified central counterparty (QCCP). The CFTC has proposed a new section, Subpart C, to Part 39 of the CFTC regulations. It is designed to make the core principles applicable to DCOs consistent with the international standards set forth in the Principles for Financial Market Infrastructures ("PFMIs").

Guaranty Fund Size

Under the proposed Subpart C regulations, the DCO shall maintain financial resources sufficient to meet its credit exposure to its clearing members notwithstanding the default of the two clearing members creating the largest aggregate credit exposure for the DCO in extreme but plausible market conditions (referred to as "Cover 2"; see CFTC proposed Reg. 39.33(a)(1)).

The ICUS guaranty fund is currently set at approximately $300 million, which covers the default of one clearing member creating the largest credit exposure. **In order for the guaranty fund to meet Cover 2, ICUS will increase the size of the guaranty fund to $450 million.**

Accordingly, ICUS will increase the amount funded by clearing members from $300 to $400 million. As part of the Subpart C changes, ICE Inc. has agreed to make a $50 million contribution to the ICUS guaranty fund. Of this contribution, $25 million will be paid to meet any remaining obligation of a defaulting firm before any payments are made from the guaranty funds of non-defaulting clearing members. The remaining $25 million ICE Inc. contribution will be paid pro rata along with guaranty fund contributions of non-defaulting clearing members. Any remaining default balance will be covered through assessments to clearing members.

ICUS allocates the guaranty fund among clearing members based on their percentage of open interest and volume. To accommodate the increase in guaranty fund size, the cap on the open interest portion (which represents 80% of the contribution) will be increased from $12,500,000 to $18,000,000 and the cap on the volume portion (which represents 20% of the contribution) will be increased from $4,500,000 to $6,500,000. The minimum guaranty fund contribution will remain at $2 million.

Money Market Mutual Funds

The CFTC's proposed Subpart C regulations also require DCOs to maintain "eligible liquidity resources that will enable it to meet intraday, same-day and multiday obligations to perform settlements with a high degree of confidence under a wide range of stress scenarios of a default by the clearing member creating

the largest aggregate liquidity obligation under extreme but plausible market conditions." (See CFTC proposed Reg. 39.33(c)(1)) Under the proposed regulations, money market mutual funds are not considered a qualifying liquidity resource. (See CFTC Proposed Reg. 39.33(c)(3)). Therefore, ICUS will no longer accept money market mutual funds as deposits to meet original margin or guaranty fund requirements.

Subject to regulatory review, these two changes will be effective on January 1, 2014. ICUS will distribute letters to clearing members during the first week of December indicating their new guaranty fund requirements. As a reminder, ICUS previously announced in CM Notice 13-093 that effective January 1, 2014, 50% of each clearing member's Guaranty Fund requirement must be maintained in USD cash.

If you have any questions, please contact Bruce Domash, Risk Director, at 312.836.6709 or via e-mail at bruce.domash@theice.com.

ICE Clear U.S.®, Inc.

By-Laws

TABLE OF CONTENTS

BY-LAWS OF ICE Clear U.S.®, Inc. (A New York Corporation)

ARTICLE I

Definitions; Offices; Time References

Section 1.1. Definitions

Unless the context otherwise clearly requires, the following terms as used in the By-Laws and Rules shall have the following meanings:

Affiliated Person

With respect to any Entity, any Person who Controls, is Controlled by or is under common Control with such Entity, and, without limiting the generality of the foregoing, any partner, trustee, officer, director or employee (whether or not having Control) of such Entity; with respect to any individual, any Person of which such individual is a partner, member, trustee, officer, director or employee or has Control, and any Person who Controls, is Controlled by or is under common Control with such Person.

Assessment

The meaning set forth in Section 5.5(b).

Assessment Amount

The meaning set forth in Section 5.5(b).

BCL

The Business Corporation Law of the State of New York, as in effect from time to time.

Board

Board of Directors of the Corporation.

Business Day

A day on which the Corporation is open to accept Contracts for clearance.

By-Laws

The By-Laws of the Corporation, as in effect from time to time.

Capital

Net Capital computed in accordance with Commission Regulation 1.17, except that unsecured receivables from any bank organized under the laws of the United States or of any state shall be included as current assets, so long as such receivables are outstanding no longer than 30 days from the date they are accrued. For purposes of Sections 5.4 and 5.5 of these By-Laws, the Capital of any Clearing Member shall be computed as of the date of either (a) the most recent financial reports provided by such Clearing Member to the Corporation in accordance with these By-Laws and the Rules, or (b) such Clearing Member's latest audited financial statements, whichever is as of the more recent date.

Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [delete (a) from citation to Section 5.4].

Amended by the Board April 11, 2005; effective April 22, 2005.

Amended by the Board March 17, 2010; effective March 30, 2010.

Certificate of Incorporation

The Certificate of Incorporation of the Corporation, as in effect from time to time.

Chairman

The Chairman of the Board.

Clearing Member

A Person who or which pursuant to these By-Laws has the privilege to clear with the Corporation Contracts effected on or subject to the rules of an Exchange.

Commission

Commodity Futures Trading Commission and any successor agency.

Commission Regulation

Any rule or regulation adopted by the Commission, and any interpretation thereof or order thereunder issued by the Commission or the staff thereof.

Contract

A futures contract, option or other contract or instrument for which the Corporation acts as a clearing organization.

Control

The power to direct or cause the direction of the management or policies of a Person. whether through ownership of securities, by contract or otherwise.

Corporation

ICE Clear ~~US~~U.S., Inc., a corporation existing under the BCL, its successor and any permitted assign.

Amended by the Board April 11, 2005; effective April 22, 2005.

Cross Margining Clearing Organization

A clearing organization that has entered into a cross-margining agreement with the Corporation.

Cross Margining Program

Any program established under a cross margining agreement between the Corporation and one or more Cross Margining Clearing Organizations pursuant to which Clearing Members receive Cross Margining treatment.

Defaulted Obligation

The meaning set forth in Section 5.5(a).

Defaulting Clearing Member

The meaning set forth in Section 5.5.

Deliverer

The Clearing Member, whether acting for itself or for any other Person, that is the seller under any futures contract.

Adopted by the Board April 11, 2005; effective April 22, 2005.

Effective Date

The date upon which these By-Laws become effective.

Emergency

The meaning set forth in Section 7.5(a).

Entity

Any Person other than an individual.

Exchange

ICE Futures U.S. and any other board of trade, exchange or market for which the Corporation acts as a clearing organization, and their respective successors, by merger or otherwise.

Amended by the Board April 11, 2005; effective April 22, 2005.

Amended by the Board February 3, 2009; effective February 12, 2009.

Guaranty Fund

The guaranty fund established as provided in Section 5.4.

Guaranty Fund Deposit Requirement

The meaning set forth in Section 5.4.

ICE Futures U.S.®

ICE Futures U.S., Inc. a corporation organized and existing under the Delaware General Corporation Law, its successors and any permitted assigns.

Adopted by the Board February 3, 2009; effective February 12, 2009.

Listing Exchange

With respect to any Contract, the Exchange on or subject to the rules of which such Contract is traded.

Merger

The merger of Board of Trade of the City of New York, Inc., a New York not-for-profit corporation into ICE Futures U.S.

Adopted by the Board December 11, 2006; effective January 12, 2007.

Amended by the Board February 3, 2009; effective February 12, 2009.

Monetary Default

The meaning set forth in Section 5.5.

Person

An individual, sole proprietorship, partnership, limited liability company, association, firm, trust, corporation or other entity, as the context may require.

Physical Emergency

The meaning set forth in Section 7.5(b).

Position Risk, Permitted Position Risk, Supermargin Position Risk, Permitted Supermargin Position Risk

The meanings set forth in Section 5.6(a).

Adopted by the Board April 11, 2005; effective April 22, 2005.

President

The president of the Corporation.

Public Director

Any person who ~~(1)~~ qualifies as a "public" director under any rule or interpretation of such term issued by the Commission from time to time ~~and (2) meets the independence requirements of the New York Stock Exchange for directors serving on the boards of listed companies, as amended from time to time~~.

Adopted by the Shareholder April 16, 2009; effective April 20, 2009.

Receiver

The Clearing Member, whether acting for itself or for any other Person, that is the buyer under any futures contract.

Adopted by the Board April 11, 2005; effective April 22, 2005.

Rules

The Rules of the Corporation adopted by the Board as authorized by these By-Laws, the interpretations, resolutions, orders and directives of the Board thereunder and the procedures adopted by the Corporation as in effect from time to time.

Self-Regulatory Organization

The Corporation and any self-regulatory organization as that term is defined in Commission Regulation 1.3(ee).

Shareholder

A holder of record of one or more shares in the Corporation.

Vice Chairman

Any Vice Chairman of the Board.

Vice President

Any Vice President of the Corporation.

Amended by the Board April and May 1999; effective January 2000.

Withdrawal ~~Date~~Deposit

The meaning set forth in Section ~~5.5(g)(i), as affected by Rule 209(c).~~7.7.

Withdrawing Clearing Member

A Clearing Member that has notified the Corporation pursuant to the Rules of its intention to terminate its status as a Clearing Member or who has been notified by the Corporation pursuant to these By-Laws or the Rules of termination of its status as a Clearing Member.

~~Adopted~~Amended by the Board ~~April 11, 2005~~ October 24, 2013 and November 26, 2013; effective ~~April 22, 2005.~~December 31, 2013.

Section 1.2. Principal and Other Offices

The principal office of the Corporation shall be located in the City, County and State of New York. The Corporation may have offices at such other places within or without the State of New York or within or without the United States as the Board from time to time may designate or the business of the Corporation may require.

Section 1.3. Date and Time References

All references to dates, times or time periods in the By-Laws and Rules shall refer to, or be measured in accordance with, New York City time.

ARTICLE II

Shareholders

Section 2.1. Share Certificates

Shares in the Corporation shall be represented by share certificates in such form as the Board may approve.

Section 2.2. Place of Meetings

Special and annual meetings of any class of Shareholders shall be held at the principal office of the Corporation or at such other place within or without the State of New York as may be fixed by the Board and set forth in the notice of the meeting.

Section 2.3. Annual Meetings

The annual meeting of each class of Shareholders shall be held for the transaction of such business as may properly come before it at 3:30 p.m. on the third Thursday of June in each year if not a legal holiday and, if a legal holiday, on the next following Business Day not a legal holiday.

Section 2.4. Special Meetings

Special meetings of Shareholders may be called at any time by the Chairman, the President, or a majority of the members of the Board present at a meeting thereof (provided a quorum is present). Special meetings shall be called by the Secretary on receipt of a written demand therefor, setting forth the matter or matters to be considered at such meeting, duly executed by the holders of not less than 10% of the votes of shares entitled to vote at the meeting being called.

Section 2.5. Notices

Whenever under the provisions of this chapter Shareholders are required or permitted to take any action at a meeting, written notice shall be given stating the place, date and hour of the meeting and, unless it is the annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. If, at any meeting, action is proposed to be taken which would, if taken, entitle Shareholders fulfilling the requirements of section 623 of the BCL to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of section 623 of the BCL or an outline of its material terms. A copy of the notice of any meeting shall be given, personally or by first class mail, not fewer than ten nor more than sixty days before the date of the meeting, provided, however, that a copy of such notice may be given by third class mail not fewer than twenty-four nor more than sixty days before the date of the meeting, to each Shareholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Shareholder at his address as it appears on the record of Shareholders, or, if he shall have filed with the secretary of the Corporation a written request that notices to him be mailed to some other address, then directed to him at such other address. An affidavit of the secretary or other person giving the notice or of a transfer agent of the Corporation that the notice required by this section has been given shall, in the absence of fraud, be prima facie evidence of the facts therein stated.

Section 2.6. Quorum

(a) Except as may be otherwise provided in the Certificate of Incorporation or in these By-Laws or by law, the holders of one-third of the votes of shares entitled to vote thereat shall constitute a quorum at any meeting of Shareholders for the transaction of business.

(b) Shareholders present in person or by proxy at any meeting may adjourn the meeting despite the absence of a quorum. When a meeting is adjourned to another time or place, it shall not be necessary to give a notice of the adjourned meeting to any of the Shareholders who were present at the meeting in person or by proxy if the time and place to which the meeting is adjourned is announced at the meeting, but in any event notice shall be given to any Shareholder who was not so present not less than one Business Day prior to the date of the adjourned meeting. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting.

Section 2.7. Voting

At every meeting of Shareholders, each Shareholder entitled to vote may vote in person or by proxy. Except as provided in the Certificate of Incorporation and these By-Laws, or as required by law, all corporate action to be taken by vote of the Shareholders or of any class of Shareholders shall be authorized by a majority of the votes cast at a meeting of Shareholders by the Shareholders entitled to vote thereon.

Section 2.8. Proxies

Every Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent without a meeting may authorize any person or persons to act for the Shareholder by proxy. Every proxy must be signed by the Shareholder or the Shareholder's attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Shareholder executing the proxy except as otherwise provided by law.

Section 2.9. Written Consents

Whenever Shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

ARTICLE III

Directors

Section 3.1. Duties and Powers

The Board shall have control and management of the affairs and business of the Corporation and shall have all the powers and duties set forth in the BCL. Without limiting the generality of the foregoing, the Board shall have the power to:

(a) adopt, amend and repeal such Rules, not contrary to the provisions of the Certificate of Incorporation, these By-Laws or applicable law, with respect to the conduct of the business of the Corporation as will, in its judgment, best promote and safeguard the interests of the Corporation; and

(b) render interpretations of the By-Laws and the Rules, which shall be binding on all persons having dealings with the Corporation directly or through Clearing Members.

The fact that certain powers of the Board are specified in these By-Laws does not in any way limit the powers of the Board, whether or not specified in these By-Laws, except as may otherwise be expressly provided in the Certificate of Incorporation, the By-Laws or applicable law.

Section 3.2. Number of Directors

The number of directors shall be no fewer than five (5), and not more than seven (7).

Amended by the Shareholder April 16, 2009; effective April 20, 2009.

Amended by the Board November 26, 2013; effective December 31, 2013.

Section 3.3. Qualifications of Directors

(a) At the time of election to the Board, each director must be at least eighteen (18) years of age and must not be ineligible to serve pursuant to paragraph (c) of this Section 3.3.

(b) For purposes of paragraph (c) of this Section 3.3, each of the terms "Disciplinary Committee", "Disciplinary Offense", "Final Decision" and "Settlement Agreement" shall have the meanings ascribed thereto in Commission Regulation 1.63.

(c) No individual shall be eligible to serve on the Board or a Disciplinary Committee of the Corporation if such individual:

(i) was found within the prior three years by a Final Decision in any action or proceeding brought by the Commission, any other governmental agency or any Self-Regulatory Organization to have committed a Disciplinary Offense;

(ii) entered into a Settlement Agreement within the prior three years in which any of the findings or, in the absence of such findings, any of the acts charged (and not withdrawn) included a Disciplinary Offense;

(iii) currently is suspended from trading on any contract market, is suspended or expelled from membership in any Self-Regulatory Organization, is serving any sentence or probation or owes any portion of a fine imposed pursuant to either:

(A) a finding by a Final Decision in any action or proceeding brought by the Commission, any other governmental agency or any Self-Regulatory Organization that such person committed a Disciplinary Offense; or

(B) a Settlement Agreement in which any of the findings or, in the absence of such findings, any of the acts charged (and not withdrawn) included a Disciplinary Offense;

(iv) currently is subject to an agreement with the Commission or any Self-Regulatory Organization not to apply for registration with the Commission or membership in any Self-Regulatory Organization;

(v) currently is subject to, or has had imposed on such person, within the prior three years, a Commission registration revocation or suspension in any capacity for any reason, or has been convicted within the prior three years of any of the felonies listed in Section 8a(2)(D)(ii) through (iv) of the Commodity Exchange Act; or

(vi) currently is subject to a denial, suspension or disqualification from serving on the disciplinary committee, arbitration panel or governing board of any "self-regulatory organization" as that term is defined in Section 3(a)(26) of the Securities Exchange Act of 1934.

(d) Any individual who is a member of the Board or a Disciplinary Committee shall immediately notify the President of any Final Decision which subjects such person to disqualification pursuant to Section 3.3(c).

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].

Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶¶(a) and (b)].

Section 3.4. Election, Appointment and Term of Office

(a) The Board shall consist of the president of the Corporation, the president of ICE Futures, U.S., who shall both serve *ex officio* (the "Ex-Officio Directors"), at least two (2) directors who qualify as Public Directors and such number of other persons, each identified as a director-at-large, so as to constitute a Board of no fewer than five (5), and not more than seven (7) directors.

(b) At each annual meeting of Shareholders, the Shareholders shall elect the directors other than the Ex-Officio Directors. The directors so elected shall hold office for a term of one year and until their respective successors have been elected and have taken office.

Amended by the NYCC Board July 10, 2000; effective July 28, 2000.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (b)].

Amended by the Board April 11, 2007; effective May 4, 2007 [¶ (b)].

Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶¶ (a) and (b)].

Amended by the Board November 26, 2013; effective December 31, 2013.

Section 3.5. Meetings

(a) The annual meeting of the Board shall be held on such day and at such time as the Board may fix, for the purpose of appointing officers and transacting such other business as may properly come before the meeting.

(b) Regular meetings of the Board may be held at such time and place as may be fixed by the Board.

(c) Special meetings of the Board may be called at any time by the Chairman or the President and shall be called by the President whenever requested to do so by any two directors. Special meetings shall be held at such time and place within New York City as may be specified by the Chairman.

(d) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of directors to another time and place.

Amended by the Shareholder April 11, 2005; effective April 18, 2005 [¶ (a)].

Section 3.6. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business or of any specified item of business, except that three members of the Board shall constitute a quorum for the taking of emergency action pursuant to ARTICLE VII of these By-Laws.

Amended by the Shareholder April 16, 2009; effective April 20, 2009.

Section 3.7. Action by the Board

Except as otherwise provided by law or these By-Laws, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board.

Section 3.8. Notices

All meetings of the Board shall be held on notice to the directors. Special meetings of the Board shall be held upon not less than one hour's notice stating the purpose, place, date and hour of the meeting and specifying the person or persons at whose direction the meeting is called. At any special meeting of the Board, only the matters stated in the notice of the meeting may be acted upon at such meeting, unless an action on any other matter is consented to by all of the members of the Board. A notice pursuant to this Section 3.8 may be given orally or in writing, by personal delivery, by telephone, by telefacsimile or by electronic mail.

Section 3.9. Vacancies

In case of any vacancy created by death, resignation, removal or disqualification of any director, other than an Ex-Officio Director, such vacancy may be filled by election of a successor by the Shareholders. In case of any vacancy created by death, resignation, removal or

disqualification of an Ex-Officio Director, such vacancy shall be filled by the appointment of a successor to the applicable office by the Corporation or ICE Futures U.S., as the case may be.

Amended by the Shareholder April 16, 2009; effective April 20, 2009.

Section 3.10. Removal

(a) Any director may be removed with or without cause at any time by the Shareholders.

(b) A director who becomes ineligible to serve on the Board pursuant to Section 3.3(c) shall be automatically removed upon the occurrence of such ineligibility without any act of the Shareholders or the Board.

Section 3.11. Resignation

Any director may resign at any time. A resignation shall be written and shall take effect at the time specified therein. If no time is so specified, a resignation shall take effect at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of a director.

Section 3.12. Committees

(a) The Board may designate from among its members an executive committee and any other committees, each consisting of three or more directors. To the extent permitted by law and as provided in the resolution adopted by the Board, each such committee may have all the authority of the Board.

(b) Each committee member shall serve at the direction and at the pleasure of the Board.

(c) The Board shall designate a Risk Committee consisting of three or more members who need not be directors, which shall have such authority as provided in the enabling resolution adopted by the Board.

Amended by the Board December 8, 1998; effective January 29, 1999 [¶ (c)].

Amended by the Board effective August 16, 2001 [¶ (c)].

Amended by the Board June 6, 2005; effective June 20, 2005 [¶ (c)].

Amended by the Board September 12, 2005; effective September 26, 2005 [¶ (c)].

Amended by the Board February 3, 2009; effective February 12, 2009 [¶ (c)].

Amended by the Shareholder April 16, 2009; effective April 20, 2009 [¶ (c)].

Section 3.13. Written Consent in Lieu of Meeting

Any action required or permitted to be taken by the Board or any committee may be taken without a meeting if all the members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be given by telefacsimile showing the signature of the person or persons giving consent.

Section 3.14. Conference Calls

Any one or more members of the Board or a committee may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

Officers

Section 4.1. Titles

The officers of the Corporation shall be a Chairman, one or more Vice Chairmen, a President, one or more Vice-Presidents, a Secretary and a Treasurer. Each officer shall be appointed by the Board. The Board also may appoint such other officers as it may from time to time deem appropriate, who shall have such authority and perform such duties as may be prescribed by the Board.

Section 4.2. Qualifications

The Chairman and each Vice Chairman must be a director of the Corporation. Each officer other than the Chairman and any Vice Chairman must be a full time employee of the Corporation or any Affiliated Person of the Corporation. Any two or more offices may be held by the same person.

Amended by the Board November 26, 2013; effective December 31, 2013.

Section 4.3. ~~Compensation~~ [Reserved]

~~The Board shall establish the compensation of all officers. The Board may establish the compensation of other employees and agents or may delegate such authority to one or more officers.~~

Amended by the Board November 26, 2013; effective December 31, 2013.

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Section 4.4. Appointment and Term of Office

Except as otherwise provided by law or by these By-Laws, each officer shall be appointed by the Board to hold office until the first meeting of the Board following the next annual meeting of Shareholders and until the successor of such officer is appointed and qualified.

Section 4.5. Chairman

The Chairman shall preside at all meetings of Shareholders and of the Board and shall have such powers and shall perform such other duties as are set forth in these By-Laws or as may be specified by the Board. The Chairman also shall be a member *ex officio* of all committees of directors.

Section 4.6. Vice Chairman

The Vice Chairman, in the absence or disability of the Chairman, shall have the powers and shall perform the duties of the Chairman. If there is more than one Vice Chairman, the Board shall specify the order in which they shall so act. The Vice Chairman also shall have such powers and shall perform such duties as are set forth in these By-Laws or as may be specified by the Board.

Section 4.7. President

The President shall supervise the business and affairs of the Corporation, subject to the direction of the Board. The President shall perform all duties customarily incident to the office of president.

Section 4.8. Vice President

Except as may otherwise be prescribed by the Board, the Vice President, in the absence or disability of the President, shall have the power and shall perform the duties of the President. If there is more than one Vice President, the Board shall specify the order in which they shall so act. Each Vice President also shall have such powers and shall perform such duties as may be delegated to such Vice President by the President or prescribed by the Board.

Section 4.9. Secretary

The Secretary shall keep the minutes of all meetings of the Board, Clearing Members and Shareholders. The Secretary shall give or cause to be given notice of all meetings of the Board and the Clearing Members and Shareholders and all other notices required by law or the By-Laws. In the event of the absence of the Secretary or the refusal by the Secretary to do so, any such notice may be given by any person so directed by the President or by the directors or by the Shareholder or Shareholders upon whose request the meeting is called. The Secretary shall have charge of the corporate books and records. The Secretary shall have custody of the seal of the Corporation and shall affix the seal to all instruments requiring such seal when authorized by the Board or President and shall attest the same. In general, the Secretary shall perform all duties customarily incident to the office of secretary.

Amended by the Board April 11, 2005; effective April 22, 2005.

Section 4.10. Treasurer

The Treasurer shall have custody of all funds and securities of the Corporation. The Treasurer shall enter or cause to be entered in the books of the Corporation to be kept for the purpose, full and accurate accounts of all monies received and paid out on account of the Corporation and, when required by the Chairman or the President, shall render a statement of the accounts. The Treasurer shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the Corporation. The Treasurer at all reasonable times shall exhibit the books and accounts to any director of the Corporation upon application at the office of the Corporation during business hours. In general, the Treasurer shall perform all duties customarily incident to the office of treasurer.

Section 4.11. Resignation

Any officer may resign at any time. A resignation shall be written and shall take effect at the time specified therein. If no time is so specified, a resignation shall take effect at the time of its receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of an officer.

Section 4.12. Removal

Any officer appointed by the Board may be removed as an officer (but not as a director) by the Board at any time with or without cause.

Section 4.13. Vacancies

If the office of any officer becomes vacant, the Board may appoint any qualified person to fill such vacancy. Any person so appointed shall hold office for the unexpired term of the predecessor of such person and until the successor of such person is elected or appointed and qualified.

ARTICLE V

Clearing Members

Section 5.1. Status of Clearing Members

(a) Only Clearing Members shall be entitled to clear Contracts with the Corporation, except that, if the Board so determines, the Corporation may clear contracts, options or other instruments for members of any other clearing organization in connection with the linkage of an Exchange with another board of trade, exchange or market which is not an Exchange. Each Clearing Member shall have the privilege of clearing with the Corporation all Contracts traded on or subject to the rules of each Exchange of which it is a member or member firm, whether for customer or proprietary account, as specified in paragraph (b) of this Section 5.1.

(b) Each Clearing Member shall have the privileges, rights and obligations provided for in and pursuant to these By-Laws and the Rules. Such privileges, rights and obligations may be terminated or altered in any respect at any time as provided in these By-Laws or the Rules.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a) and (b)].

Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (b)].

Section 5.2. Eligibility Requirements

To become and remain a Clearing Member and to have the privilege of clearing Contracts effected on or subject to the rules of one or more Exchanges, a Person must:

(a) Be an Entity that is a member firm of such Exchange or Exchanges and satisfy the clearing member requirements set forth in these By-laws and the Rules of the Corporation;

(b) Have one person, satisfactory to the Corporation, who is (i) a director, general partner, trustee or officer (or person occupying a similar status or performing similar functions), (ii) responsible for the clearing operations of such Person and (iii) authorized to act on behalf of such Person in all transactions with or involving the Corporation, and ~~effective October 1, 2004 for all Entities,~~ have a second person who meets the requirements of this subsection 5.2(b)(i) and who is authorized to act on behalf of such Person in all transactions with or involving the Corporation in the event of death, incompetence or other inability of the first person to so act;

(c) Have Capital of at least $5,000,000;

(d) Have, in the judgment of the Board, such qualities of financial responsibility, operational capacity, experience, business integrity, reputation and competence as the Board, in its discretion, may consider necessary or appropriate to be a Clearing Member; and

(e) If an Entity which is subject to Control by any other Person or Persons, have on file with the Corporation a Guaranty in such form as the Corporation may prescribe from such other Person or from one or more of such other Persons (as the Corporation may specify) guaranteeing payment of all amounts owing by such Entity under or in connection with any proprietary account carried by the Corporation for such entity; provided, however, that the Board may, for good cause shown, waive or modify the requirements of this paragraph (e) with respect to any such Entity. Notwithstanding the foregoing, the Board shall not waive the Guaranty requirement for any Entity that has chosen one (1) or more of its Affiliates as the Approved Financial Institution to

maintain its original margin accounts or for any other purpose pursuant to the Rules of the Corporation.

(f) ~~Not withstanding~~Notwithstanding the provisions of paragraphs (a) through (e) of this Rule, only those Clearing Members that have demonstrated the operational capacity to measure and manage the risks associated with over-the-counter instruments shall be approved by the Corporation to clear and carry positions in such instruments.

Amended by the Board February 7, 2000; effective March 14, 2000 [Par. (a) to extend time to 2001].

Amended by the NYCC Board; effective November 10, 2000.

Amended by the NYCC Board November 6, 2000; effective December 19, 2000.

Amended by the NYCC Board February 12, 2001; effective immediately.

Amended by the NYCC Board June 7, 2004; effective June 25, 2004 [¶¶(a) and (b)].

Amended by the NYCC Board July 12, 2004; effective August 18, 2004 [¶¶(a) and (b)].

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a), (d) and (e)].

Amended by the Board February 6, 2006; effective March 13, 2006 [¶ (e)].

Amended by the Board December 11, 2006; effective January 12, 2007 [¶ (a)].

Amended by the Board November 8, 2007; effective December 17, 2007 [¶ (c)].

Amended by the Board September 11, 2007; effective February 13, 2009 [¶ (f)].

Amended by the Board June 21, 2011; effective June 28, 2011 [¶ (a)].

Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (e)].

Section 5.3. Procedure for Becoming a Clearing Member

(a) Any Person desiring to become a Clearing Member must file an application with the Corporation in such form as the Corporation may prescribe, shall furnish such documents and information as the Corporation may request and shall pay such application fee as the Board may prescribe. The filing of any such application, documents and information, and the action by the Corporation with respect thereto, shall be as provided in the Rules.

(b) The Board shall have final authority to grant or deny an application to become a Clearing Member and shall deny the application of any Person which does not meet the eligibility requirements set forth in Section 5.2; provided, however, that if the Board proposes to deny any such application, it shall so notify the applicant in writing, setting forth the grounds upon which the Board proposes to deny such application, and the applicant, upon written request made within ten days after the date of receipt of such notification, shall be entitled to a hearing before the Board. Any such hearing shall be conducted pursuant to rules and procedures adopted by the Board which, in the judgment of the Board, are sufficient to give such applicant an opportunity fully and fairly to present to the Board the applicant's reasons why the application should be granted.

(c) If the Board grants an application to become a Clearing Member, the Corporation shall promptly give the applicant written notice thereof, specifying each Exchange whose Contracts the applicant is entitled to clear. Such applicant shall become a Clearing Member at such time as the Applicant has (i) deposited such amount in the Guaranty Fund as may be required pursuant to Section 5.4 of these By-Laws, and (ii) filed with the Corporation such agreements, undertakings and documents as the Corporation may require; provided, however, that if such applicant has not

complied with the foregoing provisions within 30 days after the applicant was given written notice of approval of its application, the application shall be deemed to have been withdrawn.

(d) If, in accordance with paragraph (b) of this Section 5.3, the Board denies an application to become a Clearing Member, the Corporation shall give the applicant written notice of the Board's decision, setting forth the grounds therefor, and such decision shall be the final action of the Corporation.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].

Section 5.4. Guaranty Fund

The Corporation shall establish and maintain a Guaranty Fund.

(a) For the purposes of this Section 5.4, the following terms shall have the following meanings:

(i) "Base Guaranty Fund Amount" shall mean the base amount as established by the Board from time to time for the calculation of the Guaranty Fund ~~deposit requirements~~Deposit Requirements of the ~~Cleaning~~Clearing Members.

(ii) "Net Margin" shall mean, as of any day, the quotient derived by dividing by three (3) the sum of a Clearing Member's net margin requirement as determined by the Corporation for the final trading day of each of the prior three calendar months (or for such other day in such months as the Board shall direct).

(iii) "Volume" shall mean, as of any day, the quotient derived by dividing by three (3) the total volume of futures contracts, options and other contracts or instruments involving all commodities on or subject to the rules of any Exchange which were cleared by the Corporation for the Clearing Member for the three calendar months prior to such day.

(iv) "Base Margin Amount" shall mean that portion of each Clearing Member's Guaranty Fund ~~deposit requirement~~Deposit Requirement which is based upon Net Margin as determined pursuant to subsection (b)(i) of this Section 5.4.

(v) "Margin Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund ~~deposit requirement~~Deposit Requirement that is based upon the ratio of the Clearing Member's Net Margin to Capital as determined pursuant to subsection (b)(ii) of this Section 5.4.

(vi) "Base Volume Amount" shall mean that portion of each Clearing Member's Guaranty Fund ~~deposit requirement~~Deposit Requirement which is based upon Volume as determined pursuant to subsection (b)(iii) of this Section 5.4.

(vii) "Volume Surcharge" shall mean that portion of each Clearing Member's Guaranty Fund ~~deposit requirement~~Deposit Requirement that is based upon the ratio of the Clearing Member's Volume to Capital as determined pursuant to subsection (b)(iv) of this Section 5.4.

(b) Each Clearing Member shall deposit and maintain in the Guaranty Fund an amount calculated as follows:

(i) Base Margin Amount. The Clearing Member's Net Margin shall be divided by the total Net Margin of all Clearing Members. The resulting quotient shall be multiplied by 80% of the Base Guaranty Fund Amount. The Clearing Member's Base Margin Amount shall be

equal to the lesser of the resulting product and ~~twelve~~eighteen million ~~five hundred thousand~~ dollars ($~~12,500,000~~18,000,000).

(ii) Margin Surcharge. The Clearing Member's Net Margin shall be divided by its Capital. If the resulting quotient is less than 0.5, then the Clearing Member's Margin Surcharge shall be zero (0). If the resulting quotient is equal to or greater than 0.5, then the Clearing Member's Margin Surcharge shall be calculated as follows:

(A) If the quotient is equal to or greater than 0.5, but less than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 10% of the Clearing Member's Base Margin Amount.

(B) If the quotient is equal to or greater than 0.75, then the Clearing Member's Margin Surcharge shall be equal to 20% of the Clearing Member's Base Margin Amount.

(iii) Base Volume Amount. The Clearing Member's Volume shall be divided by the total Volume of all Clearing Members. The resulting quotient shall be multiplied by 20% of the Base Guaranty Fund Amount. The Clearing Member's Base Volume Amount shall be equal to the lesser of the resulting product and ~~four~~six million five hundred thousand dollars ($~~4,500,000.00~~6,500,000).

(iv) Volume Surcharge. The Clearing Member's Volume shall be multiplied by one thousand (1,000). The resulting product shall be divided by the Clearing Member's Capital. If the resulting quotient is less than five (5), then the Clearing Member's Volume Surcharge shall be zero (0). If the resulting quotient is equal to or greater than five (5), then the Clearing Member's Volume Surcharge shall be calculated as follows:

(A) If the quotient is equal to or greater than five (5), but less than twenty (20), then the Clearing Member's Volume Surcharge shall be equal to 50% of the Clearing Member's Base Volume Amount.

(B) If the quotient is equal to or greater than twenty (20), but less than forty (40), then the Clearing Member's Volume Surcharge shall be equal to 75% of the Clearing Member's Base Volume Amount.

(C) If the quotient is equal to or greater than forty (40), but less than sixty (60), then the Clearing Member's Volume Surcharge shall be equal to 100% of the Clearing Member's Base Volume Amount.

(D) If the quotient is equal to or greater than sixty (60), but less than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 150% of the Clearing Member's Base Volume Amount.

(E) If the quotient is equal to or greater than eighty (80), then the Clearing Member's Volume Surcharge shall be equal to 200% of the Clearing Member's Base Volume Amount.

(v) For each Clearing Member, the amount to be deposited and maintained in the Guaranty Fund shall be the sum of the Clearing Member's Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge computed pursuant to subsections (b)(i), (ii), (iii) and (iv) of this Section ~~5.4,~~5.4 (the "Guaranty Fund Deposit Requirement"), provided that:

(A) the amount that any Clearing Member shall be required to deposit in the Guaranty Fund which is attributable to the aggregate of the Clearing Member's Base Margin Amount and Base Volume Amount (but excluding the Clearing Member's Margin Surcharge and Volume Surcharge) shall not exceed ~~three million five hundred thousand dollars ($3,500,000) or such other~~ such amount as the Board may fix from time to time;

(B) each Clearing Member shall be required to deposit and maintain in the Guaranty Fund at least ~~than~~ two million dollars ($2,000,000), or such other amount as the Board may fix from time to time;

(C) Reserved~~.~~;

(D) each new Clearing Member shall be required to deposit ~~the lesser of (1) 10% of its Capital and (2) three million five hundred thousand dollars ($3,500,000);~~such amount as determined by the Board provided, however, that in no event shall the amount of the deposit be less than the amount set forth in or determined by the Board pursuant to subsection (b)(v)(B) of this Section 5.4. Each new Clearing Member must be a Clearing Member for one calendar month before its Guaranty Fund requirement is calculated as described in subsections (b)(i), (ii), (iii) and (iv) of this Section 5.4. In making such calculations for the period before the new Clearing Member has been a Clearing Member for three calendar months, the new Clearing Member's Net Margin and Volume will be determined based on the actual number of calendar months (one (1) or two (2)) that the new Clearing Member has been a Clearing Member at the time of the calculation.

~~The~~Subject to Sections 5.8 and 5.9. the Board shall have the authority to cause the Base Margin Amount, Margin Surcharge, Base Volume Amount and Volume Surcharge of all Clearing Members to be recalculated at any time, and to require the Clearing Members to immediately deposit in the Guaranty Fund any amounts required to meet the recalculated Guaranty Fund ~~deposit requirements~~Deposit Requirement, taking into account the minimum deposit requirements set forth in subsections (b)(v)(B) of this Section 5.4.

(c) Except as provided in paragraph (b)(v) of this Section 5.4, deposits in the Guaranty Fund may be made by any Clearing Member in the form of cash or securities which are ~~(i)~~ direct obligations of the United States Government, and which have such maximum time to maturity as the Corporation may prescribe, or (ii) ~~interests in money market mutual funds~~other securities which are permitted for customer funds for purposes of Rule 1.25~~(a)(viii)~~ of the Commodity Futures Trading Commission (as amended from time to time) and approved by the Board for this purpose or pursuant to Rule 505(a)(i), provided, however, ~~that through March 31, 2008, a Clearing Member that was a member of the Corporation on November 8, 2007 and does not have two million dollars ($2,000,000) on deposit in the Guaranty Fund on the effective date such minimum requirement becomes effective, may deposit shares of IntercontinentialExchange, Inc. stock, but only to the extent necessary to bring the Clearing Member's deposit to the minimum two million dollar ($2,000,000) amount; and provided further~~ that each Clearing Member shall deposit a minimum of ~~$50,000~~50% of their Guaranty Fund requirement in the form of cash. Any permitted securities shall be valued in accordance with such methodology as may be adopted by the Board. The Board may place limits on the portion of any Clearing Member's deposit that may be satisfied by the use of ~~interests in money market mutual funds or any other~~any category of permitted securities. Deposits of securities shall be made by such means and subject to such agreements and undertakings as may be prescribed by the Corporation. To the extent that any Clearing Member deposits any securities in the Guaranty Fund, such Clearing Member thereby represents and warrants that such securities are owned by it free and clear of any security interests, liens, encumbrances, charges or adverse claims of any kind.

(d) Guaranty Fund deposits shall be held in a bank approved for the purpose by the Corporation, in an account or accounts separate from all other cash and securities held by the Corporation. The Corporation shall have the sole right to withdraw cash or securities from, or to authorize the sale or other disposition of any securities held in, such account or accounts subject to the rights of any assignee, pledgee or holder of a security interest in the Guaranty Fund or any cash or securities therein.

(e) So long as any Person is a Clearing Member and thereafter for the period until the Corporation returns such person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4, the Guaranty Fund deposits of such person may be applied by the Corporation:

(i) against any amounts that become due from such Person to the Corporation for any reason (including but not limited to original margin, variation margin, option premiums, dues, assessment, fines and reimbursement of any amounts paid by the Corporation to a Cross Margining Clearing Organization under any Cross Margining Program) at any time it was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4;

(ii) against any amounts that are charged as provided in or pursuant to Section 5.5 of these By-Laws against the Guaranty Fund deposits of all Clearing Members at any time that such Person was a Clearing Member and for the period until the Corporation returns such Person's Guaranty Fund deposits as provided in paragraph (i) of this Section 5.4; and

(iii) to provide such funds, on such terms and conditions, as the Board in its discretion, acting by a vote of not less than three-fourths of all directors eligible to vote, may deem necessary or appropriate to facilitate the transfer of customer accounts from a Clearing Member experiencing financial difficulty to another Clearing Member, if the Board shall determine by such vote that to do so is in the best interests of the Corporation.

(f) The Corporation may at any time and from time to time assign, transfer, pledge, repledge or otherwise create a lien on or security interest in, the Guaranty Fund and/or the cash, securities and other property held in the Guaranty Fund to secure the repayment of funds borrowed by the Corporation (plus interest, fees and other amounts payable in connection therewith) or pursuant to a repurchase agreement or similar transaction. Any such borrowing or repurchase agreement or similar transaction shall be on terms and conditions deemed necessary or advisable by the Corporation (including the 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 Clearing Member to the Corporation for which such cash, securities or other property was pledged to or deposited with the Corporation. Any funds so borrowed or obtained in repurchase agreements or similar transactions shall be used and applied by the Corporation solely for the purposes for which cash, securities and other property held in the Guaranty Fund are authorized to be used pursuant to these By-Laws and the Rules; provided that the failure of the Corporation to use such funds in accordance with this subsection shall not impair any of the rights or remedies of any assignee, pledgee or holder of any such lien or security interest or repurchase transaction counterparty. Cash, securities and other property held in the Guaranty Fund, subject to the rights and powers of the Corporation with respect thereto as set forth in these By-Laws, the Rules and any agreements between any Clearing Member and the Corporation, and subject to the rights and powers of any person to which the Guaranty Fund or any cash, securities or other property held therein shall have been assigned, transferred, pledged, repledged or otherwise subjected to a lien or security interest, shall remain the property of the respective Clearing Members depositing such cash securities and other property.

(g) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this Section 5.4, if at any time the amount of any cash, plus the value of any securities, on deposit in the Guaranty Fund for any Clearing Member

(i) shall exceed the amount required to be on deposit for such Clearing Member by more than such amount as the Board may prescribe, the Corporation will return the excess to such Clearing Member upon its written request.

(ii) shall be less than the amount required to be on deposit for such Clearing Member, such Clearing Member shall restore the deficiency (including, without limitation, a deficiency caused by the application of such Clearing Member's deposits in the Guaranty Fund as described in Section 5.4(e) of these By-Laws) on demand (a "Replenishment"); provided, however, that a Clearing Member that has withdrawn as a Clearing Member shall not be required to restore a deficiency occurring after ~~the effective date of its withdrawal; and, further provided, that if and to the extent that any such deficiency is caused by the application of such Clearing Member's deposits in the Guaranty Fund to meet a Monetary Default pursuant to Section 5.5(b)(iii) of these By-Laws, any amounts deposited with the Corporation to restore such deficiency shall not be applied to further meet the same Monetary Default.~~its Withdrawal Date, subject to any limitations in Sections 5.8 and 5.9.

(h) Any interest earned on any securities deposited in the Guaranty Fund by a Clearing Member shall belong and be credited to such Clearing Member. The Corporation may invest any cash deposited in the Guaranty Fund in securities which are direct obligations of the United States Government and may engage in repurchase transactions with any cash or securities on deposit. Any interest, capital gain or other income earned on any such securities shall belong and be credited to the Corporation.

(i) Subject to the rights of any assignee, transferee, pledgee or holder of a lien or security interest as provided in subsection (f) of this Section 5.4, whenever a Person ceases to be a Clearing Member, the Corporation shall return to such Person the amount of cash and securities on deposit in the Guaranty Fund for such Person~~; provided, however, that the Corporation shall not be required to so return such cash and securities after the effective date of the termination of such Clearing Membership until three (3) calendar months after the last date on which such Person either had any open positions carried by the Corporation or had any futures contracts, options or other contracts or instruments cleared by the Corporation (or such longer period as the Board may prescribe), unless the Corporation receives guaranties or other security satisfactory to it to assure the availability of any amounts to be applied as provided in subsection (e) of this Section 5.4.~~, to the extent not charged to or applied against pursuant to this Section or otherwise under these By-Laws and the Rules, in accordance with Section 5.9.

(j) If the Guaranty Fund or any part thereof is lost as a result of the insolvency of any bank or other depository, embezzlement, defalcation or any reason other than use pursuant to Section 5.5 of these By-Laws, such loss may, in the discretion of the Board, be restored by application of the following sources of funds in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose; and

(ii) assessments levied by the Corporation upon the Clearing Members, which assessments shall be paid to the Corporation at such time and in such manner as the Board may specify, which shall be no later than the normal end of day settlement time for the Business Day on which such assessment is levied. The amount of a Clearing Member's assessment shall be the amount derived by multiplying the loss by a fraction, the numerator of which shall be the sum

of the amount of such Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii), and (b)(v)(A) of this Section 5.4) on the day preceding the loss and the denominator of which shall be the total amount of the Base Margin Amount and the Base Volume Amount of all Clearing Members (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of this Section 5.4) on such day.

(k) In the event that the Corporation accepts a transfer of cash or securities from a guaranty fund of any other clearing organization of which a Clearing Member is or was a member to satisfy in whole or in part the obligations of such Clearing Member to deposit and maintain funds in the Guaranty Fund, the Corporation shall (to the extent of the amount of the cash and the value of the securities so transferred) guaranty payment by such Clearing Member to such clearing organization of any amount, the payment of which would have been secured by such Clearing Member's deposit in the guaranty fund of such other clearing organization. If the Corporation is required to make any payment pursuant to such guaranty as to any Clearing Member, the Corporation may withdraw the amount thereof out of the Guaranty Fund, and such Clearing Member will restore the amount so withdrawn on demand.

(l) In the event that the Guaranty Fund or any part thereof shall have been applied as described in paragraph (e) of this Section 5.4 or shall have been lost as described in paragraph (j) of this Section 5.4, and the Corporation shall thereafter recover any amount so applied or lost from any Person liable therefor, the amount of such recovery (after deducting any expenses (including without limitation legal fees and expenses incurred in connection therewith) shall be credited to the Guaranty Fund deposits of each Clearing Member in that proportion which the amount required to be on deposit by such Clearing Member bears to the amount required to be on deposit by all Clearing Members as of the date upon which such application took place or such loss was incurred:.

(m) Any expense (including without limitation legal fees and expenses) incurred by the Corporation in connection with the deposit by a Clearing Member of assets into the Guaranty Fund, or the return thereof to such Clearing Member, may at the option of the Corporation be charged to such Clearing Member.

Amended by the Board April and May 1999; effective January 2000.

Amended by the Board February 7, 2000; effective March 15, 2000.

Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶¶ (a), (b), (c), (e), (i) and (j)].

Amended by the Board September 12, 2006; effective on October 6, 2006 [¶ (c)].

Amended by the Board November 8, 2007; effective December 17, 2007 [¶¶ (b)(v)(B), (C), (D) and (c)].

Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (c)].

Amended by the Board March 17, 2010; effective March 30, 2010 [¶¶ (a)(i), (b)(ii)(B) through (b)(iv)(B)].

Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (j)(ii)].

Amended by the Board March 18, 2012; effective May 8, 2012 [¶¶ (b)(i) and (b)(iii)].

Amended by the Board __October 24, 2013; effective December 31, 2013.

Section 5.5. Monetary Defaults; Use of Guaranty Fund; Assessments

If any Clearing Member fails to deposit with, or pay to, the Corporation in full any original margin, variation margin, option premium, guaranty fund contribution, Assessment or other sum (not including any dues~~, assessments~~ or fines) under or in connection with any Contract, or fails to satisfy any reimbursement obligation to the Corporation in full under or in connection with any Cross Margining Program, when and as required by or pursuant to the rules of the Listing Exchange, the Rules of the Corporation or the terms of any Cross Margining Program, such failure shall constitute a "Monetary Default" and the amount owing shall constitute the "Defaulted Obligation." If and at such times as the Corporation has in effect a procedure whereby deposits or payments of sums with or to the Corporation are effected by having the Corporation instruct the Clearing Members' banks to wire transfer funds from their accounts with such banks directly to the accounts of the ~~Clearing~~ Corporation, a Clearing Member shall be deemed to have failed to deposit or pay any sum when and as required if such Clearing Member's bank fails so to wire transfer funds when and as instructed by the Corporation. In the event that at any time a Monetary Default occurs on the part of any Clearing Member (the "Defaulting Clearing Member"), then:

(a) If and to the extent a Monetary Default relates to a Contract carried in any customer account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and other assets held by the Corporation for all proprietary accounts of the Defaulting Clearing Member shall be applied, and if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, three (3) directors, at least one (1) of whom is not an employee of the Corporation or an employee of any Affiliated Person of the Corporation, so determines, the margin held by the Corporation for all customer accounts of the Defaulting Clearing Member may be applied, to pay the Defaulted Obligation. If and to the extent a Monetary Default relates to a Contract carried in any proprietary account carried by the Corporation for a Defaulting Clearing Member, the Guaranty Fund deposit, margin and such other assets as are held for the same or any other proprietary account of the Defaulting Clearing Member, shall be applied to pay the Defaulted Obligation. The Defaulting Clearing Member shall immediately restore any deficiencies in its margin and Guaranty Fund deposits resulting from any such application.

(b) If, after the application of funds in accordance with paragraph (a) of this Section 5.5, the Defaulted Obligation has not been satisfied, and if the Defaulting Clearing Member fails to pay the Corporation the amount of the deficiency on demand, such Defaulting Clearing Member shall continue to be liable therefor, but the amount of the deficiency, until collected from the Defaulting Clearing Member, shall be met from the following sources of funds, provided, however, that the sources identified in subparagraphs (i), (ii), (iii), and (iv) shall be fully utilized before the sources identified in subparagraphs (~~iv), (~~v) ~~and~~, (vi) and (vii) may be utilized, and, provided further that the sources identified in subparagraphs (~~iv~~v), (~~v~~vi) and (~~vi~~vii) must be applied in the order listed (each such source to be fully utilized before the next following source is applied):

(i) such portion, if any, of the surplus of the Corporation as the Board determines to be available for such purpose;

(ii) if the President, with the concurrence of the Chairman or the Vice Chairman, or, in the absence of both the Chairman and the Vice Chairman, any director, so determines, a loan or repurchase agreement or similar transaction on such terms and conditions as they may determine to be necessary or appropriate (including without limitation granting an assignment, pledge or other lien on or security interest in the Guaranty Fund or the cash, securities and

other property held in the Guaranty Fund or transferring such cash, securities or other property as provided in Section 5.4(f) of these By-Laws);

(iii) if, and to the extent that, a Monetary Default relates to any Contract carried in any customer account carried by the Corporation for the Defaulting Clearing Member, the original margin on deposit with the Corporation in all such customer accounts of the Defaulting Clearing Member to the extent that such deposits have not been applied pursuant to paragraph (a) hereof;

(iv) the Corporation Priority Contribution;

(v) subject to Section 5.4(g)(ii) and the last paragraph of this Section ~~5~~5.5(b) of these By-Laws, the Guaranty Fund~~;~~ and the Corporation Pro Rata Contribution, pro rata based on the required amounts of the Guaranty Fund and the Corporation Pro Rata Contribution;

(~~v~~vi) insurance proceeds, if any, received by the Corporation in connection with the Monetary Default giving rise to the Defaulted Obligation; and

(~~vi~~vii) assessments levied by the Corporation upon all the Clearing Members (other than the Defaulting Clearing Member) as hereafter provided in this Section ~~5.5.~~5.5 ("Assessments").

The total amount to be assessed at any one time pursuant to clause (~~v~~vii) of this paragraph (b) is hereinafter called ~~the "Assessment Amount."~~an "Assessment Amount." For the avoidance of doubt, the Corporation may at any time following the occurrence of a Monetary Default and in anticipation of any charge against the Guaranty Fund make Assessments upon Clearing Members to post Assessments, subject to the limitations set forth in these By-Laws in respect of such Assessments.

As used herein, the "Corporation Priority Contribution" shall be a commitment of the Corporation to provide $25 million in the aggregate as resources to be applied pursuant to Section 5.5(b)(iv). If the Corporation Priority Contribution is applied pursuant to Section 5.5(b)(iv), the Corporation will have no obligation to provide additional funds to replenish such contribution or otherwise provide additional funds in respect thereof.

As used herein, the "Corporation Pro Rata Contribution" shall be a commitment of the Corporation to provide $25 million as resources to be applied pursuant to Section 5.5(b)(v). If the Corporation Pro Rata Contribution is applied pursuant to Section 5.5(b)(v), the Corporation will have no obligation to provide additional funds to replenish such contribution or otherwise provide additional funds in respect thereof.

The amount of a Replenishment that each Clearing Member must deposit in the Guaranty Fund to satisfy its obligation, pursuant to Section 5.4(g)(ii), to restore the Guaranty Fund deficiency in the event of the application of some part or all of the Guaranty Fund pursuant to Section 5.5(b)(~~iv~~v) (the total Guaranty Fund amount so applied referred to herein as the "Aggregate Guaranty Fund Deficiency"), shall be determined by multiplying the Aggregate Guaranty Fund Deficiency by a fraction, the numerator of which shall be the sum of the amount of the Clearing Member's Base Margin Amount and Base Volume Amount (determined in each case without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of Section 5.4) for the period of three (3) calendar months prior to the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)(A) of Section 5.4). The resulting product shall constitute the amount of the Replenishment

that each Clearing Member must restore to the Guaranty Fund pursuant to Section 5.4(g) as a result of the application of the Guaranty Fund pursuant to Section 5.5(b)(~~iv~~v).

(c) The amount of any ~~assessment levied on any Clearing Member~~Assessment pursuant to Section 5.5 shall be computed by multiplying the Assessment Amount by a fraction, the numerator of which shall be the sum of the Clearing Member's Base Margin Amount and Base Volume Amount determined (in each case~~ determined~~ without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of Section 5.4) for the period of three (3) calendar months preceding the Monetary Default, and the denominator of which shall be the total of the Base Margin Amounts and the Base Volume Amounts for such period for all Clearing Members being assessed (in each case determined without reference to the maximum Guaranty Fund deposit amounts imposed by subsections (b)(i), (b)(iii) and (b)(v)A) of Section 5.4). The resulting product shall constitute the amount of the ~~assessment~~Assessment to be levied on such Clearing Member pursuant to this paragraph (c).

(d) If the ~~amount assessed against any Clearing Member~~Assessment as determined pursuant to paragraph (c) of this Section 5.5 would exceed the maximum set forth in paragraph (e) of this Section 5.5, or if the amount assessed against any Clearing Member shall exceed the amount paid by such Clearing Member, the excess shall be assessed against the other Clearing Members (other than the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum permitted by paragraph (e)) in accordance with such subparagraph (c), as if the excess were the Assessment Amount. Assessments pursuant to this paragraph (d) shall be repeated until the entire Assessment Amount shall have been assessed~~.~~, subject to the maximum limitations on Assessments set forth herein.

(e) ~~If a Person shall withdraw as a Clearing Member, and if on the Withdrawal Date no assessment shall have been imposed upon such Clearing Member within the period of ten Business Days preceding the Withdrawal Date, or if on the Withdrawal Date an assessment shall have been so imposed during such period and such assessment shall have been paid in full (subject to the Assessment Cap), then the total amount that may be assessed against such Clearing Member pursuant to this Section 5.5 on and after the first day of such period shall not exceed an amount (the "Assessment Cap") which is the lesser of:~~Notwithstanding anything to the contrary herein, no Clearing Member (other than a Defaulting Clearing Member) shall be liable to provide Assessments as a result of charges or applications against the Guaranty Fund in respect of a single Monetary Default of another Clearing Member in an amount exceeding 200% of its Guaranty Fund Deposit Requirement.

~~(i) 25% of such Clearing Member's Capital; or~~

~~(ii) $10 million.~~

~~Amounts deposited by Clearing Members in the Guaranty Fund, including without limitation amounts deposited to restore a deficiency as provided in Section 5.4(g)(ii) do not constitute assessments imposed or paid and are not subject to the Assessment Cap.~~

(f) If in any case, because of the limitations contained in paragraph (e) of this Section ~~5.5,~~5.5 or Section 5.8, the maximum permitted ~~assessments~~Assessments are less than the Assessment Amount, the Board shall determine what if any further action to take, provided that under no circumstances may the Board levy ~~assessments~~Assessments on any Clearing Member that would exceed ~~the~~such limitations~~ contained in paragraph (e) of this Section 5.5.(g) Notwithstanding any other provision of these By-Laws,~~.

(g) Subject to the conditions set forth in Section 5.8, a Person which withdraws as a Clearing Member shall be subject only to assessments imposed to meet:

(i) Monetary Defaults occurring prior to the ~~date on which such~~ Clearing Member~~'s withdrawal becomes effective or such Person otherwise ceases to be a Clearing Member (the "~~'s Withdrawal Date~~")~~,~~, subject to the limitations contained in paragraph (e) of this Section 5.5;

(ii) assessments levied under Section 5.4(j) of these By-Laws prior to the ~~effective date of such~~ Clearing Member~~'s withdrawal~~'s Withdrawal Date; and

(iii) the first Monetary Default occurring after the Withdrawal Date, subject to the limitations contained in paragraph (e) of this Section 5.5.

(h) All ~~assessments~~Assessments shall be due and payable within such time as the Corporation may prescribe, which shall be no later than the normal end of day settlement time for the Business Day on which such assessment is levied. If any Person shall not pay any ~~assessment~~Assessment when due, such Person shall continue to be liable therefor, but the Corporation may assess the Clearing Members (other than such Person, the Defaulting Clearing Member and any Clearing Member that shall have been assessed the maximum amount permitted by paragraph (e)) for the unpaid amount in accordance with paragraphs (c) and (d) of this Section ~~5.5.~~5.5, subject to the limitations set forth herein.

(i) If, after making any ~~assessments~~Assessments to meet any Defaulted Obligation owing by a Defaulting Clearing Member as referred to in paragraph (b), or to meet any ~~assessment~~Assessment not paid as referred to in paragraph (h), the Corporation collects the amount of such Defaulted Obligation or such unpaid ~~assessment~~Assessment in whole or in part from the Person or Persons liable therefor, the Corporation shall refund the amount so collected (net of any expenses, including without limitation any legal fees incurred in connection therewith) pro rata to the Clearing Members that had been assessed to meet such Defaulted Obligation or nonpayment and had paid the amount so assessed.

Amended by the Board April and May 1999; effective January 2000.

Amended by the Board April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶¶ (c) and (d)].

Amended by the Board February 12, 2007; effective February 14, 2007 [¶¶ (b) and (c)].

Amended by the Board December 9, 2008; effective December 15, 2008 [¶ (b)(ii)].

Amended by the Board June 4, 2009; effective June 10, 2009 [¶¶ (a), (b) and (c)].

Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (h)].

Amended by the Board _____ October 24, 2013; effective December 31, 2013.

Section 5.6. Position Risk

(a) For the purpose of this By-Law, the following terms shall have the meanings set forth below, unless the context otherwise requires:

(i) "Position Risk" of any Clearing Member shall mean the amount of original margin required from such Clearing Member, exclusive of Option liquidating value, as calculated by the Corporation.

(ii) "Permitted Position Risk" of any Clearing Member shall mean the maximum Position Risk which the Clearing Member is permitted to have pursuant to paragraph (b) of this By-Law.

(iii) "Supermargin Position Risk" of any Clearing Member shall mean the amount by which a Clearing Member's Position Risk exceeds its Permitted Position Risk.

(iv) "Permitted Supermargin Position Risk" of any Clearing Member shall mean the maximum Supermargin Position Risk which the clearing member is permitted to have pursuant to paragraph (c) of this By-Law.

The Position Risk, Permitted Position Risk, Supermargin Position Risk and Permitted Supermargin Position Risk of a Clearing Member shall be determined separately for all of its customer accounts in the aggregate and for all of its proprietary accounts in the aggregate.

(b) Permitted Position Risk

Subject to the provisions of paragraph (c) below, no clearing member may carry contracts with the Corporation that result in Position Risk in excess of (i) 150% of its Capital, in the case of all the Clearing Member's ~~Customer~~customer accounts in the aggregate, (ii) 75% of its Capital in the case of all the Clearing Member's proprietary accounts in the aggregate and (iii) 200% of its Capital, in the case of all accounts combined, provided, however, that for purposes of this By-Law, no Clearing Member with Capital greater than $100 million but less than $1 billion shall be deemed to have Capital greater than $100 million and no Clearing Member with Capital equal to or greater than $1 billion shall be deemed to have Capital greater than $200 million.

(c) Supermargin Deposits

A Clearing Member with deposits with the Corporation as margin (in addition to all other deposits for margins, fees or other charges that may be required, but not including option liquidation value) in an amount equal to the Supermargin Position Risk of its customer accounts or its proprietary accounts plus an amount equal to 50% of such Supermargin Position Risk, may carry Contracts that result in Position Risk in excess of such Clearing Member's Permitted Position Risk for such accounts, provided, however, that no Clearing Member may carry Contracts that result in Position Risk in excess of (i) 200% of its Capital, in the case of the Clearing Member's ~~Customer Accounts~~customer accounts, (ii) 100% of its Capital, in the case of the Clearing Member's proprietary accounts, and (iii) 250% of its Capital, in the case of all accounts combined without the approval of the Board or President pursuant to paragraph (h) below. In the event that a Clearing Member exceeds its Permitted Position Risk with respect to all accounts combined as well as all its proprietary accounts and/or its ~~Customer Accounts~~customer accounts, the amount of additional margin required to be deposited pursuant to this paragraph (c) shall be the greater of (A) the amount of additional margin required for all accounts combined and (B) the sum of the amount of additional margin required with respect to the proprietary accounts and the amount of additional margin required with respect to the ~~Customer~~customer accounts.

(d) Notwithstanding paragraph (c) hereof, the Board may establish for any Clearing Member a Permitted Position Risk and Permitted Supermargin Position Risk which is lower than those established pursuant to paragraphs (b) and (c) hereof, based on the Board's evaluation of the financial and operational capacity of the Clearing Member, and such other factors as the Board, in its discretion, deems appropriate, including but not limited to, (A) the Capital, business needs and financial condition of the Clearing Member; (B) the number of memberships on other clearing organizations held by the Clearing Member; (C) the average number of contracts cleared by the Clearing Member through each clearing organization each day and each month during the preceding twelve months and the extent to which such contracts were cleared for either customer accounts, proprietary accounts, or both; (D) the length of time the Clearing Member has been a Clearing Member; and (E) the number of guarantees given by such Clearing Member of the obligations of any member of any futures or options exchange in the United States.

Any Clearing Member may elect to have its Permitted Position Risk computed on the basis of an amount of Capital designated by it which is less than its actual Capital by giving written notice of such designation to the Corporation.

(e) Any Clearing Member which exceeds the Permitted Position Risk specified in paragraph (b) hereof by more than the amount permitted by paragraph (c) hereof shall transfer and/or liquidate such number of Contracts as may be necessary to eliminate the excess within such time as the Corporation may prescribe and shall report to the Corporation when such transfers and/or liquidations have been completed. If a Clearing Member fails so to transfer and/or liquidate Contracts within the time prescribed by the Corporation, the Corporation may liquidate such Contracts as the Corporation deems necessary on behalf of such Clearing Member in accordance with Rule 803. The Corporation in its discretion may require any Clearing Member whose Position Risk exceeds its Permitted Position Risk by more than the amount permitted by paragraph (c) hereof to deposit with the Corporation, in such form and by such time as it shall specify, such additional original margin as the Corporation determines is necessary with respect to the excess until such excess has been eliminated. Any instance of a Clearing Member exceeding Permitted Position Risk Limit by more than the amount permitted by paragraph (c) hereof is a violation of the Rules which subjects a Clearing Member to possible disciplinary action under the Rules.

(f) For purposes of this Section 5.6:

(i) The term "Contracts" shall include options.

(ii) A Clearing Member which collects margin with respect to an account that otherwise would be classified as a proprietary account of such Clearing Member, may treat such account as a ~~Customer~~customer account.

(g) The Board or the President may at any time reduce the Permitted Position Risk of any Clearing Member if in the judgment of the Board or the President such reduction is necessary for the protection of the Corporation. After receiving notice of any such reduction, a Clearing Member shall transfer and/or liquidate such number of Contracts as may be necessary to reduce its Position Risk to the level of its Permitted Position Risk, within such time as the Board or the President may prescribe. The Board shall be apprised of any reduction made by the President to the Permitted Position Risk of a Clearing Member not later than its next regularly scheduled meeting.

(h) Notwithstanding the Capital limitations in Section 5.6(b) of these By-Laws, the Board or the President may at any time increase the Permitted Position Risk determined pursuant to such Section 5.6(b) of any Clearing Member with Capital greater than $100 million if in the judgment of the Board or the President such increase is justified by the financial condition of the Clearing Member as reported in its financial statements on file with the Corporation and such other considerations as they may deem appropriate; provided, however, that no Clearing Member may carry Contracts that result in a Position Risk in excess of (i) 600% of the Capital it is deemed to have, in the case of the Clearing Member's customer accounts, (ii) 600% of the Capital it is deemed to have, in the case of the Clearing Member's proprietary accounts, and (iii) 600% of the Capital it is deemed to have in the case of all accounts combined. The Board shall be apprised of any such increase made by the President in the Permitted Position Risk of a Clearing Member not later than its next regularly scheduled meeting.

(i) Where any two or more Clearing Members are Affiliated Persons, the Board may impose limits on the Position Risk that such Clearing Members may in the aggregate carry with the Corporation.

Amended and Effective November 1, 2000.

Amended by the Board November 8, 2004; effective December 3, 2004 [¶¶ (h) and (i)].

Amended by the Board April 11, 2005; effective April 22, 2005 [¶¶ (a)(ii) and (d)].

Amended by the Board November 10, 2008; effective November 14, 2008 [¶¶ (c), (g) and (h)].

Amended by the Board March 17, 2010; effective March 30, 2010 [¶¶ (b) and (h)].

Section 5.7. Original Margin

(a) Each Clearing Member shall deposit with the Corporation original margin in respect of all Contracts carried by the Corporation for such Clearing Member (customer and proprietary) in such amounts, in such forms, and by such times as the Corporation may require from time to time.

(b) Margin shall be collected by the Corporation in accordance with the methods and procedures specified in or pursuant to the Rules.

(c) The Corporation may establish Cross Margining Programs with one or more Cross Margining Clearing Organizations permitting Clearing Members to subject eligible positions to cross-margining treatment. Each such Cross Margining Program shall be conducted in accordance with a cross margin agreement between the Corporation and one or more Cross Margining Clearing Organizations.

Amended by the Board April and May 1999; effective January 2000.

Section 5.8. Cooling-off Periods

(a) The following terms shall have the following meanings:

(i) "Cooling-off Period" shall mean the period commencing on the date of the Cooling-off Period Trigger Event and terminating 30 Business Days thereafter. A Cooling-off Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 30 or fewer Business Days after the previous Cooling-off Period Trigger Event, in which case the Cooling-off Period will be extended until the date falling 30 Business Days after such subsequent Cooling-off Period Trigger Event.

(ii) "Cooling-off Period Trigger Event" shall mean (i) any call for an Assessment to be made pursuant to Section 5.5(c) arising from a Monetary Default or Monetary Defaults; or (ii) the occurrence of a Sequential Guaranty Fund Depletion.

(iii) "Cooling-off Termination Period" shall mean the period commencing on the date of each Cooling-off Period Trigger Event and terminating 10 Business Days thereafter. A Cooling-off Termination Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 10 or fewer Business Days since the previous Cooling-off Period Trigger Event, until the date falling 10 Business Days after such subsequent Cooling-off Period Trigger Event.

(iv) "Sequential Guaranty Fund Depletion" shall mean, in respect of a particular Clearing Member that is not a Defaulting Clearing Member, the occurrence of circumstances in which: (i) there have been two or more Monetary Defaults relating to different Clearing Members within a period of 30 or fewer Business Days; (ii) contributions to the Guaranty Fund from non-Defaulting Clearing

Members have been applied in respect of at least two such Monetary Defaults; and (iii) the total amount of Replenishments that the Clearing Member has as a result paid to the Corporation to replenish its contributions to the Guaranty Fund exceeds its Guaranty Fund Deposit Requirement prior to the first such Monetary Default.

(b) Upon the occurrence of any Cooling-off Period Trigger Event, the Corporation shall issue a notice to Clearing Members of the commencement of the Cooling-off Period, setting out the date on which such period is scheduled to end (and the date on which the Cooling-off Termination Period is scheduled to end).

(c) From the commencement of, and solely for the duration of, the Cooling-off Period:

(i) The obligation to provide Replenishments under Section 5.4(g)(ii) and the last paragraph of Section 5.5(b) shall not apply to a Clearing Member until the end of the Cooling-off Period;

(ii) Assessments due under Section 5.5(c) from a Clearing Member for all Monetary Defaults occurring or declared during the Cooling-off Period (or resulting in the Cooling-off Period) shall not exceed 550% of the amount of the Clearing Member's Guaranty Fund Deposit Requirement immediately prior to the commencement of the Cooling-off Period (with any Assessments levied in respect of the Monetary Default or Monetary Defaults as a result of which the Cooling-off Period commenced being counted towards reducing such maximum amount). A Clearing Member in a Cooling-off Period that has provided Assessments in such maximum amount shall not be liable for any further replenishments of its contributions to the Guaranty Fund or Assessments during such Cooling-off Period, regardless of how many additional Monetary Defaults take place in such period;

(iii) For the avoidance of doubt, the per Monetary Default cap on Assessments set forth in Section 5.5(e) shall apply in respect of each Monetary Default occurring or declared during the Cooling-off Period; and

(iv) There shall be no rebalancing, re-setting or recalculation of Guaranty Fund Deposit Requirements to the Guaranty Fund or the total required contribution amount for purposes of determining liability for Replenishments or Assessments during the Cooling-off Period;

provided that the limits set out in this Section 5.8(c) shall only apply with respect to a Clearing Member if such Clearing Member continues during the Cooling-off Period to pay the Corporation all other amounts when owed by it (subject to the limitations set out in this Section 5.8(c)).

(d) At any time during the Cooling-off Termination Period, a Clearing Member may give a Withdrawal Notice to the Corporation in accordance with Rule 209.

(e) At the end of the Cooling-off Period, the restrictions and requirements of Section 5.8(c) shall cease to apply, subject to Section 5.9, going forward to each Clearing Member that has not served a Withdrawal Notice during or prior to the Cooling-off Termination Period.

(f) Nothing in this Section 5.8 shall alter the Corporation’s right to call for margin from any Clearing Member. Without limiting the foregoing, during the Cooling-off Period, each Clearing Member shall provide to the corporation and maintain additional original margin (in addition to the original margin otherwise required with respect to its positions) in an amount equal to its Guaranty Fund Deposit Requirement.

Amended by the Board ____October 24_, 2013; effective December 31, 2013.

Section 5.9 Withdrawal of Clearing Members

(a) The following terms will have the indicated meanings:

(i) The Term "Withdrawal Close-Out Deadline Date" shall mean (i) unless clause (ii) or (iii) applies, in respect of the termination of Clearing Member status of a Clearing Member, the date falling 30 Business Days after the Withdrawal Notice Time (or, if the Corporation has terminated the Clearing Member's status, the date so designated by the Corporation); (ii) in respect of termination of clearing membership under Section 5.8(d), the date falling 20+x Business Days after the Withdrawal Notice Time where x= the total number of unexpired Business Days in the Cooling-off Termination Period; or (iii) notwithstanding (i) and (ii), in any case, such later date as the Corporation may at its discretion permit and notify in writing to the affected Clearing Member.

(ii) The term "Withdrawal Date" shall mean in respect of the termination of Clearing Member status for a Withdrawing Clearing Member, the later of (i) where applicable, the Withdrawal Close-Out Deadline Date and (ii) the date as of which all of the Withdrawing Clearing Member's open positions in respect of its proprietary and customer accounts have been terminated or closed out in full and all obligations of the Withdrawing Clearing Member in respect thereof have been satisfied and performed in full.

(iii) The term "Withdrawal Notice Time" shall mean the time of service by a Clearing Member of a Withdrawal Notice.

(iv) The term "Withdrawal Notice" shall mean a notice served by the Clearing Member on the Corporation under the Rules indicating that such Clearing Member intends to withdraw from being a Clearing Member (and thereby becomes a Withdrawing Clearing Member).

(b) A Clearing Member that has delivered a Withdrawal Notice (including under Section 5.8(d)) or (if so designated by the Corporation) that is otherwise terminated is subject to the following requirements, obligations and provisions:

(i) it must use all reasonable endeavors to close out all of its open positions prior to the Withdrawal Close-Out Deadline Date;

(ii) if it closes out all of its open positions prior to the Withdrawal Close-Out Deadline Date and complies with the other requirements of this Section 5.9, it shall maintain the benefit of the protections set out in Section 5.8(c), if then applicable, and such provisions shall continue in effect for such Clearing Member following the end of the Cooling-off Period;

(iii) after the Withdrawal Notice Time, it shall only be entitled to submit transactions for clearing which it can demonstrate have the overall effect of reducing open positions in any Contracts or risks to the Corporation associated with the Contracts, whether by hedging, novating, transferring, terminating, liquidating or otherwise closing out such Contracts;

(iv) the Corporation may call for additional original margin until such time as all of its open positions have been terminated, and such Clearing Member shall provide such additional original margin to the Corporation as is requested in a timely manner;

(v) except as provided in clause (vi) below, there shall be no rebalancing, re-setting or recalculation of the Guaranty Fund Deposit Requirement or the total required amount of Replenishments or Assessments of the Clearing Member that has served a Withdrawal Notice;

(vi) if it has any open positions with the Corporation (whether customer or proprietary positions) after the Withdrawal Close-Out Deadline Date (and notwithstanding any provision

in this Article V of the By-Laws to the contrary), the Clearing Member shall as from the Withdrawal Close-Out Deadline Date until its Withdrawal Date:

(A) become liable to make any Replenishments or Assessments that would have fallen due but has not been paid and become liable to have applied any contribution to the Guaranty Fund that would have been applied but was not so applied, in each case to the extent that the same would have been payable or applied but for its service of a Withdrawal Notice and in each case in respect of any Monetary Default affecting a Clearing Member that has occurred subsequent to the Withdrawal Notice Time;

(B) become liable for further obligations to have any contributions to the Guaranty Fund applied or pay Assessments in the same way as any other Clearing Member in respect of any Monetary Default occurring prior to the Withdrawal Date; and

(C) be subject to the Corporation exercising rights under Part 8 of the Rules to liquidate or transfer the open positions of the Clearing Member and otherwise deal with the Clearing Member's Contracts and property in the same way as if the Clearing Member were a Defaulting Clearing Member.

(vii) following termination of all open positions to which a Withdrawing Clearing Member was party in relation to its proprietary and customer accounts and satisfaction in full by such Withdrawing Clearing Member of all obligations in respect thereof, the Corporation shall return the Withdrawing Clearing Member's unused contributions to the Guaranty Fund and any unused Withdrawal Deposit, as well as any other assets of the Withdrawing Clearing Member not previously returned on the date that is 60 days after the Withdrawing Clearing Member's Withdrawal Date, or such earlier date as is determined by the Corporation.

Notwithstanding anything in these By-Laws:

(1) the Corporation may at its discretion return amounts due to the Withdrawing Clearing Member in different currencies or by way of transfer or return of non-cash margin to the Withdrawing Clearing Member;

(2) the Corporation may further pay any net amount payable to the Withdrawing Clearing Member in different amounts denominated in different currencies and is not required to pay a single sum in one currency; and

(3) the Corporation may make partial payment of any amounts due excluding the Guaranty Fund contribution prior to the time specified in this Section 5.9; and

(c) If:

(i) a Clearing Member has served a Withdrawal Notice under Section 5.8(d); and

(ii) there is a Monetary Default or are Monetary Defaults before the relevant Withdrawal Date,

then the Clearing Member in question shall remain liable for the application of any then unapplied Guaranty Fund contributions and unapplied Assessments (including those paid or which the Clearing Member is liable to pay) for all such Monetary Defaults (as if all such Monetary Defaults had been declared by the Corporation prior to the Withdrawal Notice Time), subject to the general limits relating to particular Monetary Defaults and all Monetary Defaults referred to in Sections 5.5, 5.8 and 5.9.

(d) Any Withdrawal Notice issued by a Clearing Member shall be irrevocable by the Clearing Member and membership may only be reinstated pursuant to a new application for membership following the close-out of all its open Contracts.

(e) A Clearing Member whose membership has terminated shall, following the Withdrawal Date, cease to be liable for Replenishments or Assessments under Sections 5.4 or 5.5 in respect of Monetary Defaults that occur after the Withdrawal Date.

(f) This Section 5.9 shall not apply to a Defaulting Clearing Member.

(g) In the event of a Financial Emergency (as defined in the Rules), or otherwise at the discretion of the Board, a Clearing Member that gives a Withdrawal Notice (other than during a Cooling-off Termination Period) may be required by the Corporation immediately upon delivery of the Withdrawal Notice to provide Assessments in an amount not to exceed 550% of its Guaranty Fund Deposit Requirement (as in effect immediately prior to the Withdrawal Notice Time), such amounts to be held by the Corporation until the Withdrawal Date and applied only as permitted in accordance with Article V of the By-Laws (a "Withdrawal Deposit"). Any references in these By-Laws to Assessments being called or to Guaranty Fund Deposit Requirements to the Guaranty Fund being replenished or applied, in respect of a Clearing Member which has provided such a Withdrawal Deposit, shall be interpreted as a reference to such Withdrawal Deposit being applied in satisfaction of such requirements, and a Clearing Member that has served a Withdrawal Notice and made such Withdrawal Deposit shall not be liable for any further Assessments, regardless of how many Monetary Defaults take place (subject to the proviso to Section 5.8(c)).

Amended by the Board _____October 24 , 2013; effective December 31, 2013.

ARTICLE VI

Indemnification; Liability

Section 6.1. Indemnification by Corporation

(a) Except to the extent specifically prohibited by the BCL, the Corporation shall promptly indemnify each person who is or at any time was a director or officer of the Corporation, whether or not then in office, who is made or is threatened to be made a party to any action or proceeding, threatened or pending, and whether civil, criminal or administrative and whether or not brought by or in the right of the Corporation, or who is the subject of an investigation by any governmental agency, Self-Regulatory Organization (other than the Corporation), securities exchange, securities clearing organization, registered securities association or other self-regulatory body, by reason of the fact that such person is or was a director or officer of the Corporation, or serves or served any other corporation, or Entity in any capacity at the request of the Corporation, against judgments, fines, amounts paid in settlement and expenses (including reasonable attorneys' fees), actually and necessarily incurred in connection with such action or proceeding, or any appeal therein, or any such investigation.

(b) The Corporation shall advance or promptly reimburse upon request of a person referred to in subsection (a) of this Section 6.1 all expenses, including reasonable attorneys' fees, actually and necessarily incurred by such person in connection with any action, proceeding or investigation of the kind referred to in said paragraph (a) in advance of the final disposition thereof, subject to receipt of a written undertaking by or on behalf of such person to repay such amounts if such person is ultimately found not to be entitled to indemnification under this Article or otherwise or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or investigation who are similarly situated unless to do so would be inappropriate because of actual or potential differing interests between such parties.

(c) A person for whom indemnification or the advancement or reimbursement of expenses is provided for under this Section 6.1 may elect to have the provisions of this ARTICLE VI interpreted on the basis of the applicable statute in effect (i) at the time of the occurrence of the event or events giving rise to the action, proceeding or investigation, to the extent permitted by statute, or (ii) at the time indemnification or advancement or reimbursement of expenses is provided or sought.

(d) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law.

(e) Indemnification under the provisions of this Section shall not be available to a director or officer in the event that a judgment or other final adjudication adverse to the director or officer establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the matter so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(f) Indemnification shall be accorded by the Corporation and related expenses shall be advanced to members of any committee authorized by the By-Laws or Rules of the Corporation or established by the Board, and to employees of the Corporation, to the same extent as is provided to directors and officers of the Corporation. The foregoing right of indemnification shall not affect any rights to indemnification to which the persons described in this subsection (f) may be entitled by contract or otherwise under law.

Section 6.2. Indemnification by Resolution or Agreement

The Corporation, by a resolution of the Board or an agreement approved by the Board, may, to the fullest extent permitted by applicable statute, indemnify and advance or reimburse expenses to any person, including a person entitled to indemnification pursuant to Section 6.1, but nothing herein shall limit or affect the rights of any such person under that Section.

Section 6.3. Enforcement

(a) The right to be indemnified or to the advancement or reimbursement of expenses pursuant to Section 6.1 or a resolution or agreement authorized pursuant to Section 6.2(i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof or of any such resolution were set forth in a separate written contract between the Corporation and such person, and (ii) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto.

(b) If a request to be indemnified or for the advancement or reimbursement of expenses pursuant to Section 6.1 or a resolution or agreement authorized by Section 6.2 is not paid in full by the Corporation within thirty days after a written claim has been received by an officer of the Corporation therefore and the claimant thereafter brings suit against the Corporation to recover the unpaid amount of the claim which is successful in whole or in part, the Corporation shall be obligated to pay the claimant the expenses, including reasonable attorneys' fees, of actually prosecuting such claim.

Section 6.4. Indemnification By Clearing Members

(a) If any action or proceeding is brought or threatened against the Corporation or any person entitled to be indemnified by the Corporation pursuant to Section 6.1 or Section 6.2 (such persons being collectively referred to as "Officials"), claiming, directly or indirectly, in whole or in part, that the Corporation or such Official has failed, neglected or omitted to prevent, detect or require any conduct by a Clearing Member or by an Affiliated Person of a Clearing Member, which conduct or lack thereof is alleged to constitute a violation of the Commodity Exchange Act, any

other federal or state law, any Commission Regulation, any rule of any Self-Regulatory Organization, or any By-Law or Rule, such Clearing Member shall indemnify and hold harmless the Corporation and each such Official from and against all loss, liability, damage and expense (including but not limited to attorneys' fees, expenses of investigating such claim, judgments and amounts paid in settlement) incurred by or asserted against the Corporation or any such Official in or in connection with any such legal proceeding.

(b) If any action or proceeding is brought against the Corporation or an Official which could result in indemnification by a Clearing Member pursuant to subsection (a) of this Section 6.4:

(i) Such party shall promptly give such Clearing Member notice thereof in writing.

(ii) Neither the Corporation nor any such Official may settle a claim to the extent it seeks the recovery of money damages without the prior consent of such Clearing Member; provided that if such Clearing Member does not consent to any proposed settlement within ten (10) days following the date it receives written notice of the terms of such settlement, the Corporation or such Official may require such Clearing Member to post such security for the payment of its indemnification obligations to the Corporation or such Official as the Corporation or such Official deems necessary, but not in excess of the money damages claimed plus interest and anticipated expenses.

Section 6.5. Exculpation and Reimbursement of Corporation

(a) NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION OR ICE FUTURES U.S. SHALL BE LIABLE TO ANY CLEARING MEMBER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ERROR, ACT OR OMISSION ON THE PART OF THE CORPORATION, OR ON THE PART OF ANY PERSON IN THE CAPACITY OF DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION, WHETHER OR NOT SUCH DAMAGES ARE DUE TO NEGLIGENCE, UNLESS SUCH ERROR, ACT OR OMISSION WAS THE RESULT OF WILLFUL OR WANTON CONDUCT OR WAS IN BAD FAITH.

(b) EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL MISCONDUCT OR BAD FAITH, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PARAGRAPH (b), NEITHER THE CORPORATION, ICE FUTURES U.S., NOR ANY DIRECTOR, COMMITTEE MEMBER, OFFICER, AGENT OR EMPLOYEE OF THE CORPORATION SHALL BE LIABLE TO ANY PERSON, INCLUDING BUT NOT LIMITED TO A CUSTOMER, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (i) ANY FAILURE OR MALFUNCTION OF ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM, (ii) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF ANY SYSTEM UTILIZED BY THE CORPORATION OR ANY OF THE CORPORATION'S SERVICES OR FACILITIES USED TO SUPPORT ANY SUCH SYSTEM, OR (iii) THE USE OF THE CONTINUOUS LINKED SETTLEMENT SYSTEM ("CLS") IN THE DELIVERY OF CURRENCIES.

(c) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE CORPORATION OR ICE FUTURES U.S. TO ANY PERSON

RELATING TO ANY SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

(d) ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST THE CORPORATION, ICE FUTURES U.S., OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE TIME THAT A CAUSE OF ACTION, SUIT OR PROCEEDING HAS ACCRUED. ANY PARTY BRINGING ANY SUCH ACTION, SUIT OR PROCEEDING CONSENTS TO JURISDICTION IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE SUPREME COURT OF NEW YORK COUNTY, NEW YORK, AND WAIVES ANY OBJECTION TO VENUE THEREIN. THIS PROVISION SHALL IN NO WAY CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AN ACTION THAT WOULD OTHERWISE BE PROHIBITED BY THIS PROVISION OR THE RULES OF THE CORPORATION OR ICE FUTURES U.S.

(e) IN ANY ACTION, SUIT OR PROCEEDING AGAINST THE CORPORATION, ICE FUTURES U.S. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY.

(f) Any Clearing Member which institutes an action or proceeding against the Corporation, or any of the officers, directors, committee members, agents or employees of the Corporation, and which fails to prevail in such action or proceeding, shall reimburse the Corporation and such officer, director, committee member, agent or employee, for any and all costs or expenses (including but not limited to attorneys' fees, expenses of investigation and amounts paid by way of indemnifying any officers, directors, employees or other persons by the Corporation) incurred in connection with the defense of such action or proceeding.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].

Amended by the Board July 10, 2006; effective July 17, 2006 [¶¶ (b)-(e)].

Amended by the Board December 11, 2006; effective January 12, 2007 [¶ (b)].

Amended by the Board February 3, 2009; effective February 12, 2009 [¶¶ (a) through (e)].

Section 6.6. General

(a) The indemnification and advancement or reimbursement of expenses granted pursuant to the provisions of Sections 6.1 and 6.2 shall be in addition to and shall not be exclusive of any other rights to indemnification and advancement or reimbursement of expenses to which any person may otherwise be entitled by statute, the Certificate of Incorporation, insurance policy, contract or otherwise.

(b) For purposes of this ARTICLE VI, the terms: (i) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; and (ii) "person" shall include the personal representative of an individual described in this ARTICLE VI who is deceased or under a disability.

ARTICLE VII

Emergency Powers

Section 7.1. Exchange-Determined Emergency

If the Exchange determines that there is an Emergency, the Corporation shall take such action as may be ordered by, or as may be necessary or appropriate to implement emergency action ordered by, that Exchange with respect to (a) Contracts traded on or subject to the rules of the Exchange and cleared by the Corporation, and (b) Clearing Members of the Exchange.

Amended by the Board December 9, 2008; effective December 15, 2008.

Section 7.2. Corporation-Determined Emergency

If the Board or the Executive Committee, by a two-thirds vote of the members of the Board or the Executive Committee present and voting at any meeting, at which there is a quorum, determines that there is an Emergency, it may place into immediate effect a rule, or authorize other action to be taken by the Corporation as it deems necessary or appropriate to meet the Emergency. In the extraordinary event that neither the Board nor the Executive Committee can be convened under the circumstances then existing, the President may determine whether there is an Emergency and may place into effect a rule, or order such other actions to be taken, as the President deems necessary or appropriate to meet the Emergency. Any such determination and action ordered by the President shall be reported to, and reviewed by, the Board or the Executive Committee as soon as practicable thereafter. Any actions taken pursuant to this By-Law Section 7.2 shall be subject to the conflict of interest principles set forth in Rule 111 and shall be reported to the Commission no later than twenty-four (24) hours after the action is taken.

Amended by the Board December 9, 2008; effective December 15, 2008.

Section 7.3. Inconsistent Determinations

In the event of an inconsistency between a determination made by an Exchange as referred to in Section 7.1 and a determination made by the Corporation pursuant to Section 7.2, the determination so made by the Exchange shall govern.

Section 7.4. Physical Emergency

If, in the judgment of the persons specified below, the physical functioning of the Corporation is, or is threatened to be, severely and adversely affected by a Physical Emergency, such persons are authorized to take such action as they deem necessary or appropriate to deal with such Physical Emergency. The persons authorized to take action pursuant to this Section 7.4 are any one of the following, in the order of their availability to take such action: (a) the President; (b) any Vice President; (c) the Chairman; (d) any Vice Chairman; and (e) any other officer of the Corporation.

Amended by the Board December 9, 2008; effective December 15, 2008.

Section 7.5. Definitions

For purposes of this ARTICLE VII of the By-Laws, the following terms shall have the following meanings:

(a) The term "Emergency" means (i) any occurrence or circumstance which the Exchange determines constitutes an emergency or physical emergency in accordance with the by-laws or rules of the Exchange, (ii) any Physical Emergency, or (iii) any occurrence or circumstance which the Board, Executive Committee or President, pursuant to Section 7.2, determines requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of, or delivery pursuant to, any agreements, contracts or transactions cleared by the Corporation, including manipulative or attempted manipulative activity; any actual, attempted or threatened corner, squeeze, congestion or undue concentration of Positions; any circumstances which may materially affect the performance of

agreements, contracts or transactions cleared by the Corporation, including failure of the payment system or the bankruptcy or insolvency of any Clearing Member; any action taken by any governmental body or any other board of trade, market or facility which may have a direct impact on trading on the Exchange or clearing by the Corporation; and any other circumstances which may have a severe, adverse effect upon the functioning of the Corporation.

(b) The term "Physical Emergency" means any circumstance which has, or threatens to have, a severe, adverse effect upon the physical functions of the Corporation including, but not limited to, fire or other casualty, bomb threats, substantial inclement weather, power failures, communication breakdowns, transportation breakdowns and computer malfunctions, backlog or delay in clearing or in the processing of data related to clearing, trading system breakdown or any other similar events.

Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a) and (b)].

ARTICLE VIII

Miscellaneous

Section 8.1. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board.

Section 8.2. Seal

The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal" and "New York". If and when so directed by the Board or the President, a duplicate of the seal may be kept and used by the Corporation. The seal may be used by causing it or a facsimile thereof to be affixed or impressed or reproduced in any other manner.

Section 8.3. Obligations

All contracts, checks, notes and other evidences of indebtedness of the Corporation, and all other instruments and documents delivered on behalf of the Corporation, shall be signed by such officers of the Corporation or by such other person or persons as may be authorized by the Board.

Section 8.4. Amendment and Repeal

These By-Laws may be amended or repealed, and any other By-Laws may be adopted, amended or repealed, by the vote of a majority of the shares at the time entitled to vote in the election of any directors. These By-Laws may also be amended or repealed, and any other By-Laws may be adopted, amended or repealed, by the Board by a vote of not less than two-thirds of all the members of the Board, but any By-Law adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon.

Amended by the Board February 3, 2009; effective February 12, 2009.

ICE CLEAR U.S.®, INC.
RULES

Part 2
Clearing Membership

TABLE OF CONTENTS

ICE CLEAR U.S.®, INC.

Part 2

Clearing Membership

Rule 201. Obligations of Clearing Members

A Clearing Member shall:

(a) At all times maintain an office to which all notices, orders and other communications from the Corporation may be transmitted or delivered. Such office shall be:

(i) at a location satisfactory to the Board,

(ii) kept open during normal business hours,

(iii) staffed on a full time basis by a general partner or officer of such Clearing Member who has been authorized and empowered by the Clearing Member to take any and all action with respect to such Clearing Member's positions with the Corporation, including but not limited to satisfying margin calls, paying option premiums, issuing and receiving delivery notices and furnishing reports and information, and

(iv) under the direct supervision and responsibility of an executive officer of such Clearing Member, who need not be physically located at such office.

(b) File with the Corporation such information regarding its shareholders, partners, members, officers, directors, management personnel and Affiliated Persons as the Corporation may require.

(c) Furnish the Corporation with such other information regarding the ownership, Control or management of such Clearing Member as the Corporation may request.

(d) Notify the Corporation in writing prior to any change of Control in the Clearing Member, and not effectuate any change of Control without the prior approval of the Corporation.

(e) Notify the Corporation promptly in writing of any change other than a change of Control which would cause a statement furnished pursuant to paragraphs (b) and (c) of this Rule 201 to be inaccurate or incomplete.

(f) Establish and maintain accounts at an Approved Financial Institution for the deposit of funds (including without limitation Approved Foreign Currencies) and securities required to be transmitted to and from such Clearing Member pursuant to the By-Laws and these Rules, and to enter into arrangements with such Approved Financial Institution satisfactory to the Corporation for the transfer by wire or other means of funds and securities into and out of such accounts (separately for customer and proprietary accounts) on the order of the Corporation.

(g) Maintain such operational capability, including without limitation having such equipment, facilities and personnel, as in the judgment of the Corporation are necessary and desirable in order properly to perform the function of clearing Contracts with the Corporation and to comply with all of the obligations of the Clearing Member pursuant to the By-Laws and these Rules.

(h) Maintain as appropriate for the nature of its business, risk management policies, procedures and systems reasonably sufficient in the judgment of the Clearing Member to monitor and control financial and operational risks from accounts cleared by it. Such written risk management policies, procedures and systems shall be made available to the Commission upon request.

(i) Timely comply with all provisions of any agreements entered into by such Clearing Member with the Corporation.

(j) Otherwise timely comply with all provisions of the By-Laws and these Rules.

(k) Timely comply with all provisions of any Cross Margining Program.

Amended by the Board April and May 1999; effective January 2000.

Amended by the NYCC Board; effective November 10, 2000.

Amended by the Board March 18, 2012; effective May 7, 2012 [¶ (h)].

Rule 202. Reports to Clearing Members

Each Clearing Member shall immediately (a) review every communication delivered to such Clearing Member by the Corporation and (b) report to the Corporation any error in any such communication.

Rule 203. Effectiveness of Termination of Authority

Any power of attorney or other authorization to transact business with the Corporation given by a Clearing Member to any person shall remain in effect until a written notice of change pursuant to Rule 201(d) has been received by the Corporation.

Rule 204. Receipt of Documents

Every Clearing Member shall regularly monitor its electronic communication facilities during the course of each Business Day for receipt of communications from the Corporation.

Amended by the Board April 11, 2005; effective April 22, 2005.

Rule 205. Documents, Materials and Communications Submitted to the Corporation

(a) All reports, documents, papers, statements, notices, checks, and other communications or other materials required or permitted by the Rules to be submitted to the Corporation, except as may otherwise be specifically prescribed by the Rules, shall be delivered to the Corporation or its designated agent at such times, in such form and in such manner as the Corporation shall require. Each item delivered to the Corporation shall specify the identity of the Clearing Member making such delivery.

(b) When a check tendered to the Corporation, by or on behalf of a Clearing Member, has been certified, or is presented by the Corporation to the bank upon which it is drawn for certification, or is deposited, the Clearing Member shall not be released of its obligation to the Corporation thereby, any statute or rule of law to the contrary notwithstanding; and in the event that such check shall not be collected in full by the Corporation upon presentation thereof in due course, the Clearing Member by or on whose behalf the same was given to the Corporation shall continue to be liable for the amount thereof.

(c) If a wire transfer to the Corporation made by or on behalf of a Clearing Member is reversed or revoked, then, any statute or rule of law to the contrary notwithstanding, the Clearing Member which made such transfer or on whose behalf such transfer was made shall continue to be liable for the amount thereof.

Amended by the Board April 11, 2005; effective April 22, 2005.

Rule 206. Records and Information

(a) Each Clearing Member shall keep accurate records showing the details of each Contract offered for clearing by or on behalf of such Clearing Member and such other information, in such form, as shall be required by the Corporation from time to time.

(b) All records required under the Rules shall be retained for the time, and in the manner, specified by Commission Regulations with respect to records required to be kept by the Act and Commission Regulations.

(c) Each Clearing Member shall permit representatives of the Corporation to inspect or take temporary possession of such Clearing Member's books and records at any time upon demand, and shall furnish the Corporation with all information requested at any time in respect of the Clearing Member's business and Contracts as the Corporation or its officers may require, including without limitation, information regarding all accounts or any specific account carried by such Clearing Member.

Rule 207. False Information

No Clearing Member shall furnish any false, inaccurate or misleading information to the Corporation or accept any money or securities on the basis of any report or other information known by the Clearing Member to be incorrect.

Rule 208. Obligations of Suspended Clearing Member

A Clearing Member which has been suspended shall, during the term of such suspension and thereafter, remain and continue to be:

(a) subject to and bound by the By-Laws, these Rules and any agreements between such Clearing Member and the Corporation;

(b) obligated to pay all fees, fines, assessments or other charges imposed by the Corporation; and

(c) liable to the Corporation and to all other Clearing Members for all other obligations arising under Contracts cleared and all obligations incurred before, during or after such suspension, including but not limited to obligations to deposit and pay original margin, variation margin and option premiums.

Rule 209. Termination of Clearing Membership

(a) A Clearing Member shall cease to be a Clearing Member:

(i) Upon the termination of its status as a Clearing Member pursuant to Part 9 of these Rules; or

(ii) ~~Upon the acceptance by the Board, in accordance with paragraph (b) of this Rule 209, of such Clearing Member's written withdrawal of its status as a Clearing Member, which may be effective at such time after acceptance by the Board as such withdrawal may specify.~~If it submits a Withdrawal Notice in accordance with the By-Laws, upon the satisfaction of its obligations and occurrence of its Withdrawal Date under the By-Laws.

(b) ~~Acceptance by the Board of a Clearing Member's written withdrawal of its status as a Clearing Member of an Exchange shall be conditioned on:~~

~~(i) payment of all variation margin and option premiums owing to the Corporation by such Clearing Member with respect to Contracts on such Exchange;~~

~~(ii) the transfer or liquidation by such Clearing Member of all of its open Contracts effected on or subject to the rules of such Exchange; and~~

~~(iii) such other actions or events as the Board may deem appropriate.~~

Intentionally omitted.

(c) ~~Within 10 Business Days of receipt by the Corporation of a Clearing Member's written withdrawal and the satisfaction by such Clearing Member of the conditions set forth in subparagraphs (b)(i) and (b)(ii) of this Rule 209, the Board shall either accept such withdrawal or notify such Clearing Member in writing of what additional actions such Clearing Member must take or what additional events must occur before the Board will accept such withdrawal; provided, however, that for purposes of assessments under Section 5.5 of these By-Laws, such Clearing Member's withdrawal is deemed to have occurred on the date that such Clearing Member satisfies the conditions set forth in subparagraphs (b)(i) and (ii).~~Intentionally omitted.

(d) A Person which is a Clearing Member of more than one Exchange may, subject to the satisfaction of the conditions set forth in ~~paragraph (b) of~~ this Rule ~~209,~~209 and the By-Laws, withdraw as a Clearing Member of one or more such Exchanges while remaining as a Clearing Member of any other Exchange.

(e) A Person which for any reason ceases to be a Clearing Member shall remain and continue to be:

(i) subject to any investigations or proceedings pursuant to Part 9 of these Rules of which the Clearing Member receives notice within six months after ceasing to be a Clearing Member;

(ii) obligated to pay all fees, fines or other charges imposed on such Clearing Member by the Corporation, as a result of Contracts cleared or other obligations entered into or incurred prior to the termination of such membership;

(iii) subject to claims against its Guaranty Fund deposit until the Corporation returns such deposit as provided in paragraph (i) of Section 5.4 of the By-Laws, subject to Sections 5.8 and 5.9 of the By-Laws;

(iv) obligated to pay any assessment for which it is responsible, as provided in the By-Laws; and

(v) obligated to the Corporation and other Clearing Members for all Contracts cleared and all obligations entered into or incurred prior to the termination of such membership.

Amended by the Board on April 8, 2002 and July 15, 2002; effective on September 30, 2002 [¶(e)(iii)].

Amended by the Board on October 24, 2013; effective December 31, 2013.

ICE CLEAR U.S.®, INC.
RULES

Part 5
Margins and Premiums

TABLE OF CONTENTS

ICE CLEAR U.S.®, INC.
Part 5
Margins and Premiums

Rule 501. Approved Financial Institutions

(a) A bank, trust company or other institution may be designated by the Board as an Approved Financial Institution for any or all of the following purposes: acting as a depository for margins and option premiums on behalf of Clearing Members or acting in such other capacity as the Board may approve. To become designated as an Approved Financial Institution, a bank, trust company or other institution must submit an application in such form and containing such information as the Corporation from time to time may require and must meet such financial and other requirements as the Board may establish from time to time. A bank, trust company or other institution which has been designated by the Board as an Approved Financial Institution for any purpose may act as such until such designation is suspended or terminated in accordance with paragraph (~~d~~b) of this Rule 501.

(b) If a bank, trust company or other institution does not meet all the requirements established by the Corporation pursuant to this Rule 501, or if the Board determines, based on such facts or considerations as the Board deems relevant or appropriate, that it would be in the best interests of the Corporation or its Clearing Members, the Board may:

(i) deny the application of such bank, trust company or institution for designation as an Approved Financial Institution,

(ii) suspend or terminate the status of such bank, trust company or institution as an Approved Financial Institution for any or all purposes, or

(iii) approve the application or permit the bank, trust company or other institution to continue as an Approved Financial Institution, subject in either case to such terms, conditions and limitations as the Board, in its judgment, deems appropriate.

(c) All checks or wire transfers by Clearing Members to the order of or to make payments to the Corporation must be drawn on or made by an Approved Financial Institution.

Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (a)].

Rule 502. Margin and Premium Requirement; Additional Margin

(a) Each Clearing Member shall deposit with or pay to the Corporation original margin, variation margin and option premiums for each cleared Contract in such amounts, in such forms, at such times and in accordance with such systems as may be prescribed by or pursuant to these Rules or by the Board pursuant to Section 7.2 of the By-Laws. Original margin requirements shall be as determined by the staff of the Corporation from time to time. Clearing Members shall collect original margin from their customers, for non-hedge positions, at a level that exceeds the original margin rate determined by the Corporation by such amount as the Corporation shall specify from time to time. Unless otherwise determined by the Board at any time, original margin shall be determined in accordance with the Standard Portfolio Analysis of Risk System as implemented from time to time by the Corporation.

(b) Whenever the President, or in his absence, his delegate ~~conclude~~concludes that unstable conditions relating to one or more Contracts exist, or that the maintenance of an orderly market or the preservation of the fiscal integrity of the Corporation requires additional original margin, or

that any Clearing Member is carrying Contracts or incurring risks in its proprietary, customer and/or cross-margining account(s) that are larger than is justified by the financial and/or operational condition of the Clearing Member, the President, or in his absence, his delegate may require additional original margin to be deposited with the Corporation within such time as may be specified by the President, or his delegate, as the case may be, or limit withdrawals of excess original margin on deposit from such Clearing Member for such time as may be specified by the President, or his delegate, as the case may be. Such additional margin may be for one or more Contracts from one or more Clearing Members and for long, short or both positions.

(c) The Corporation shall retain the amount of original margin deposited with respect to any futures contract for which a delivery notice has been issued until such time as provided for in the applicable Exchange Rules.

(d) The amount of variation margin on any Business Day for each account of a Clearing Member for any day shall be the net gain or loss, as the case may be, on all futures contracts in such account, represented by the difference between (i) the Settlement Price on such day of each futures contract in the account and (ii) the price at which each such futures contract was bought or sold on such day or the Settlement Price for each such futures contract in the account on the previous Business Day, as the case may be; provided, however, that in the case of any futures contract on an index, the amount of the final variation margin payment shall be determined as specified in the rules of the Listing Exchange.

Amended by the Board December 8, 1998; effective January 29, 1999 [¶¶ (d)(i), (ii)].

Amended by the Board September 8, 2003; effective October 15, 2003 [¶ (b)].

Amended by the Board December 8, 2003; effective December 16, 2003 [¶ (a)].

Amended by the Board September 12, 2005; effective September 26, 2005 [repeal ¶ (d)].

Amended by the Board September 18, 2009; effective October 2, 2009 [¶¶ (b) through (c)].

Amended by the Board November 13, 2009; effective November 17, 2009 [¶¶ (a) through (d)].

Amended by the Board March 18, 2012; effective May 21, 2012 [¶ (a)].

Amended by the Board October 24, 2013; effective December 31, 2013.

Rule 502A. Settlement Premium

(a) With respect to such Options as the President may from time to time determine, the amount of original margin required to be on deposit by each Clearing Member with the Corporation shall be calculated with reference to the settlement premium for such Options established as hereinafter provided (the "Settlement Premium"). Promptly after the close of trading in such Options, the Corporation staff shall establish a Settlement Premium for each Strike Price of each Option Month of each Option that has open interest, and may establish a Settlement Premium for any Strike Price of any Option Month of any Option that has no open interest. The Settlement Premium for each Option shall be established by the Corporation staff in accordance with such procedures as the Board may approve from time to time.

(b) Any capitalized term used in this Rule 502A which is not defined in the By-Laws or Rules of the Corporation shall have the meaning set forth in the definitions contained in the Rules of the Listing Exchange.

Adopted by the Board July 10, 2006; effective July 17, 2006.

Rule 502B. Cross Margining

(a) The Corporation may establish Cross Margining Programs with other Clearing Organizations under which Clearing Members shall receive cross margining treatment for certain

Contracts traded on or subject to the rules of each of the Exchanges which were cleared for such Clearing Member by the Corporation. The Corporation shall determine which Contracts are eligible for cross margining. In order to participate in any such Cross Margining Program, a Clearing Member must execute and deliver such instruments and documents as the Board may prescribe and take such other actions as the Corporation may require in connection therewith. The provisions of such instruments and documents shall be deemed to constitute Rules.

(b) Each Clearing Member shall be entitled to participate in the Cross Margining Program and, unless the Corporation determines otherwise, no Clearing Member shall be required to establish a separate cross margining account in order to receive cross margining treatment.

Adopted by the Board April and May 1999; effective January 2000.

Amended by the Board December 18, 2007; effective March 7, 2008 [¶ (a)].

Rule 503. Cash Margin Deposits

Each Clearing Member shall establish and maintain original margin accounts at an Approved Financial Institution of its choice with which the Corporation has entered into a cash settlement agreement containing bank holiday settlement procedures, which shall include separate proprietary and customer accounts. A Clearing Member may use such accounts for the payment of variation margin and option premiums as well as for the deposit of original margin, or may establish and maintain a separate account at such Approved Financial Institution for its proprietary and customer accounts for the payment of variation margin and option premiums only. The Corporation shall have the right to instruct each Approved Financial Institution to debit each margin account maintained by a Clearing Member for any deposits of original margin or payments of variation margin or option premiums due to the Corporation pursuant to these Rules.

Rule 504. Mechanics for Margins and Premium Payments

(a) The Corporation shall advise each Clearing Member of the amount of original margin, variation margin and option premiums owing to or from such Clearing Member after the close of trading on each Business Day and:

(i) If the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the customer margin account maintained by such Clearing Member with such Approved Financial Institution to the settlement account of the Corporation at its bank in an amount equal to the amount so owing;

(ii) If the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing to such Clearing Member, the Corporation shall instruct its bank to wire transfer funds from the Corporation's settlement account to the customer margin account maintained by such Clearing Member with such Approved Financial Institution in an amount equal to the amount so owing;

(iii) If the aggregate net amount of variation margin and option premiums for all proprietary accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the proprietary margin account maintained by such Clearing Member with such Approved Financial Institution to the settlement account of the Corporation at its bank in an amount equal to the amount so owing;

(iv) If the aggregate net amount of variation margin and option premiums for all proprietary accounts carried by such Clearing Member with the Corporation is owing to such Clearing Member, the Corporation shall instruct its bank to wire transfer funds from the

Corporation's settlement account to the proprietary margin account maintained by such Clearing Member with such Approved Financial Institution in an amount equal to the amount so owing; provided, however, that on any day on which the aggregate net amount of variation margin and option premiums for all customer accounts carried by such Clearing Member with the Corporation is owing by such Clearing Member to the Corporation, the Corporation shall not transfer funds owing to the Clearing Member in respect of the proprietary accounts until the amount owing by the Clearing Member to the Corporation with respect to such customer accounts has been paid in full;

(v) If the aggregate net amount of original margin for all customer accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the customer margin account maintained by such Clearing Member with such Approved Financial Institution to the customer margin account of the Corporation at its bank in an amount equal to the amount so owing; and

(vi) If the aggregate net amount of original margin for all proprietary accounts carried by such Clearing Member with the Corporation is owing to the Corporation, the Corporation shall instruct such Clearing Member's Approved Financial Institution to wire transfer funds from the proprietary margin account maintained by such Clearing Member with such Approved Financial Institution to the proprietary margin account of the Corporation at its bank in an amount equal to the amount so owing.

Variation margin under any Contract shall be paid in the currency in which such Contract is settled pursuant to the Rules of the Listing Exchange.

(b) Notwithstanding any other provision of the By-Laws or Rules, if the President, or in his absence, his delegate, determines (i) that unstable conditions relating to one or more Contracts exist, or that the maintenance of an orderly market or the preservation of the fiscal integrity of the Corporation so requires, or (ii) that any Clearing Member is carrying Contracts or incurring risks in its proprietary, customer and/or cross-margining account(s) that are larger than is justified by the financial and/or operational condition of the Clearing Member, the Corporation may issue an intra-day call requiring the advance deposit of variation margin and option premiums with the Corporation by such time as the Corporation shall specify. An intra-day call based on a determination as to the conditions specified in clause (i) above may be issued to any or all Clearing Members; an intra-day called based on a determination as to the conditions specified in clause (ii) above may be issued to any Clearing Member with respect to which such determination is made. If the Corporation determines to make an intra-day call for either original margin or variation margin, the Corporation shall:

(i) Give notice to each Clearing Member which is required to make payment to the Corporation of the amount payable by such Clearing Member; and

(ii) Immediately after giving or making reasonable efforts to give the notice described in subparagraph (i), the Corporation may instruct the Approved Financial Institution at which each such Clearing Member maintains margin accounts to wire transfer funds from the appropriate account of each such Clearing Member into the appropriate account of the Corporation in the amount due to the Corporation as determined by the Corporation.

(c) Original margin shall initially be deposited in cash by each Clearing Member with the Corporation as provided in Rule 504(a). Thereafter:

(i) In the event that the Corporation has Compensated Deposit Accounts at such Approved Financial Institution, the Corporation may on the request of a Clearing Member transfer amounts equal to all or specified portions of such Clearing Member’s cash original margin

deposits to such Compensated Deposit Accounts and pay such Clearing Member compensation on such amounts, all on such terms and conditions as the Corporation may from time to time prescribe; provided however that:

(A) Not more than 25% of the original margin requirement of any Clearing Member may be met by amounts so transferred into Compensated Deposit Accounts; and

(B) Not more than 25% of the total amount of original margin held by the Corporation in any form may be held in Compensated Deposit Accounts at any one Approved Financial Institution; and

(ii) A Clearing Member may substitute for cash on deposit as original margin securities, Approved Foreign Currencies and such other instruments as may be permitted by the Board. Such substitution shall be subject to Rule 505 in all respects effected by delivering to the Corporation, by the time specified by the Corporation on the day on which the Clearing Member wishes to make the substitution:

(A) the securities, Approved Foreign Currencies and/or other instruments; and

(B) a request for the release of the cash original margin for which the securities, Approved Foreign Currencies or other instruments will be substituted.

(d) ~~The~~Subject to Rule 504(e), the Corporation shall return to a Clearing Member the amount of any excess original margin on deposit from such Clearing Member, provided that the Corporation receives a request for such a release from such Clearing Member by such time as may be specified by the Corporation on the day such release is to be made.

(e) (i) Excess original margins shall not be released pursuant to Rule 504(d) on any day if the excess margin is due to any proprietary account of Clearing Member unless the Clearing Member has deposited and paid all margins, premiums and other amounts required from such Clearing Member for all its proprietary accounts and customer accounts or otherwise pursuant to the By-Laws and these Rules; or, if the excess margin is due to any customer account of the Clearing Member, unless the Clearing Member has deposited and paid all margins and premiums required from all of its customer accounts pursuant to the By-Laws and these Rules for such accounts. Notwithstanding any provision to the contrary in these Rules, the Corporation may refuse to release the amount of excess original margin on deposit in the proprietary account of a Clearing Member which has requested such release if the President, or in his absence, his delegate concludes that the financial or operational condition of the Clearing Member is such that the release of excess original margin would be contrary to the fiscal integrity of the Corporation; and may refuse to release the amount of excess original margin on deposit in the customer account of a Clearing Member as to which the President or his delegate has made such a conclusion, unless the Clearing Member substantiates to the satisfaction of the Corporation that the amount to be released will be returned to one or more customers in accordance with applicable law.

(ii) A Clearing Member shall not permit any withdrawal from the account of a customer that would cause the net liquidating value plus the margin deposits that would remain in such account following the withdrawal to be less than the then prevailing original margin requirement.

(f) Upon notice from the Corporation that a transfer of funds from a Clearing Member's account pursuant to Rule 504(a) was not effected as instructed by the Corporation for any reason, the Clearing Member shall deliver to the Corporation the amount required at such time and in such form as the Corporation may prescribe.

(g) Net income, if any, generated by any securities, Approved Foreign Currencies or other instruments held by the Corporation as original margin for any Clearing Member shall belong and be credited to such Clearing Member.

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (c)].

Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (c)(ii)].

Amended by the Board December 10, 2009; effective December 17, 2009 [¶ (b)].

Amended by the Board June 21, 2011; effective October 10, 2011 [¶¶ (c)(ii) through (c)(B)].

Amended by the Board March 18, 2012; effective May 7, 2012 [¶¶ (e)(i) and (e)(ii)].

Amended by the Board October 24, 2013; effective December 31, 2013.

Rule 505. Deposit of Securities and Approved Foreign Currencies as Original Margin

(a) A Clearing Member may substitute securities for all or part of the cash it has on deposit with the Corporation as original margin, in accordance with Rule 504(c) and this Rule 505(a), provided, however, that the Board may prescribe limitations regarding the extent to which interests in ~~money market mutual funds or~~ any ~~other~~ category of permitted securities may be substituted for cash original margin.

(i) The only Securities eligible for deposit as original margin are Governments, investments which are permitted for customer funds pursuant to Rule 1.25 of the Commodity Futures Trading Commission (as amended from to time) and are approved by the Board for the purpose, other sovereign debt approved by the Board and other securities deposited in accordance with cross-margining agreements with other clearing organizations.

(ii) Securities shall be valued in accordance with such methodology as may be adopted by the Board.

(iii) Every deposit of Governments shall be made by wire transfer to an account of the Corporation pursuant to such procedures and requirements as may be prescribed by the Corporation.

(iv) Any securities deposited as original margin may be sold or redeemed at any time by the Corporation, with or without notice to the Clearing Member depositing the same, at public or private sale, without demand of any kind, or in accordance with any applicable provisions of law or of the governing documents relevant to such securities, all as the Corporation may in its discretion determine.

(v) Deposits of securities shall be made by such means and subject to such agreements and undertakings as may be prescribed by the Corporation.

(b) Reserved.

(c) A Clearing Member may substitute Approved Foreign Currencies (valued at an amount not to exceed market value less applicable haircuts as required by SEC Regulation 240.15c3-1) for all or part of the cash it has on deposit with the Corporation as original margin, in accordance with Rule 504(c) and this Rule 505(c).

(i) The Approved Foreign Currencies must be deposited in an original margin account of the Corporation either in a United States bank in the United States that is an Approved Financial Institution, or in a branch (not separately incorporated) of a United States bank that is an Approved Financial Institution located in a country which has been approved for the purpose by the Commission.

(ii) If the Approved Foreign Currencies are being substituted for cash that is customer funds, such customer funds shall remain subject to all provisions of the Commodity Exchange Act (as amended) and Commission Regulations governing the accounting for and segregation of customer funds.

(iii) The Corporation may convert any Approved Foreign Currencies deposited as original margin by any Clearing Member into U.S. Dollars at any time and at such exchange rate as the Corporation in its discretion may determine.

(d) If any securities deposited by any Clearing Member pursuant to this Rule 505 are sold by the Corporation, or if any letters of credit deposited by any Clearing Member pursuant to this Rule 505 are drawn upon, or if any Approved Foreign Currencies deposited by any Clearing Member pursuant to this Rule 505 are converted into US Dollars, the net proceeds thereof shall be deposited into one or more original margin accounts maintained by the Corporation and shall be credited to the appropriate customer account or proprietary account of such Clearing Member, as the case may be.

Amended by the New York Clearing Corporation December 18, 2000.

Amended by the New York Clearing Corporation March 15, 2001.

Amended by the Board December 17, 2007; effective December 20, 2007 [¶ (a)].

Amended by the Board June 4, 2009; effective June 10, 2009 [¶ (b)].

Amended by the Board June 21, 2011; effective October 10, 2011 [¶ (b)].

Amended by the Board October 24, 2013; effective December 31, 2013.

Rule 506. Change in Status of Approved Financial Institution

If at any time the Board suspends or terminates the status of an Approved Financial Institution as an Approved Financial Institution to issue letters of credit to the Corporation, or if the Board shall limit or change the limit on the aggregate amount of letters of credit which may be accepted from or confirmed by any Approved Financial Institution pursuant to Rule 505(b)(i)(B), or if any Approved Financial Institution shall exceed any limits imposed pursuant to Rule 505(b)(i)(B), any Clearing Member on whose behalf letters of credit were issued or confirmed by such Approved Financial Institution shall immediately replace the same by new original margin deposits complying with these Rules to the extent and in such amounts as the Corporation may specify.

Rule 507. Bank Holidays

If an Exchange is open for trading on any Bank Holiday, the following procedures will apply:

(a) On the Business Day preceding such Bank Holiday, each Clearing Member shall deposit or pay such original margin, variation margin and option premium as may be required by the Corporation. Such deposit or payment shall be made without offset or reduction by reason of excess original margin held by the Corporation for the account of any Clearing Member.

(b) On the Business Day following such Bank Holiday, deposits and payments of original margin, variation margin and option premiums shall be made to and by the Corporation in accordance with these Rules, except that such deposits and payments shall be made with respect to transactions made both on such Bank Holiday and the Business Day preceding such Bank Holiday.

Rule 508. Segregation of Customer Funds

All customer funds received by the Corporation from a Clearing Member to purchase, margin, guarantee, secure or settle the trades, contracts or commodity options of the Clearing Member's commodity or option customers, and all money accruing to such commodity or option

customers as a result of such trades, contracts or commodity options so carried, shall be segregated as customer funds in accordance with all relevant provisions of the Commodity Exchange Act and the rules and orders promulgated thereunder. This Rule satisfies the requirement in CFTC Regulation 1.20(a) that a Clearing Member must obtain a written acknowledgement from the Corporation that such customer finds are being held in accordance with such provisions.

Adopted by the Board on July 7, 2003; effective July 30, 2003.

ICE CLEAR U.S.®, INC.
RULES

Part 8
Defaults

TABLE OF CONTENTS

ICE CLEAR U.S.®, INC.
Part 8
Defaults

Rule 801. Defaults

If any of the following events ("Events of Default") shall occur with respect to any Clearing Member (regardless of whether any such Event of Default is cured by any guarantor or other third party on behalf of such Clearing Member or otherwise):

(a) If such Clearing Member fails to meet any of its obligations under its Contracts with the Corporation;

(b) If such Clearing Member fails to pay any assessments levied upon it by the Corporation when and as provided in the By-Laws;

(c) If any Monetary Default occurs with respect to such Clearing Member;

(d) If such Clearing Member fails to make any required deposit in the Guaranty Fund when and as required pursuant to the By-Laws or these Rules;

(e) If the Corporation shall determine that such Clearing Member is not in compliance with the provisions of Sections 5.2 or 5.3 of the By-Laws;

(f) If such Clearing Member commences a voluntary or a joint case in bankruptcy or files a voluntary petition or an answer seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief for the benefit of creditors under any bankruptcy or insolvency act or law of any jurisdiction, now or hereafter existing, or if such Clearing Member applies for or consents to the appointment of a custodian, liquidator, conservator, receiver or trustee (or other similar official) for all or a substantial part of its property; or if such Clearing Member makes an assignment for the benefit of creditors; or if such Clearing Member becomes or admits that it is insolvent;

(g) If an involuntary case is commenced against such Clearing Member in bankruptcy or an involuntary petition is filed seeking liquidation, reorganization, arrangement, readjustment of its debts or any relief for the benefit of creditors under any bankruptcy or insolvency act or law of any jurisdiction, now or hereafter existing; or if a custodian, liquidator, receiver or trustee (or other similar official) is appointed of the Clearing Member for all or a substantial part of its property;

(h) If a warrant of attachment, execution or similar process is issued against any substantial part of the property of the Clearing Member;

(i) If the Securities Investor Protection Corporation files an application for a protective decree with respect to such Clearing Member;

(j) If such Clearing Member holds a short futures contract position and does not tender a delivery notice on or before the time specified by the rules of the Listing Exchange on the last day on which such notices are permitted to be tendered, or fails to make delivery by the time specified in the rules of the Listing Exchange; or

(k) If such Clearing Member holds a long futures contract position and does not accept delivery or does not make full payment when due as specified in the rules of the Listing Exchange;

then, and in any such event, such Clearing Member shall automatically and without further action be suspended as a Clearing Member, except that such suspension may be temporarily postponed by the President if the President shall determine that such suspension would not be in the best interests of the Corporation, in which case the President shall immediately call a special meeting of the Board as soon as practicable, at which the Board may reinstitute such suspension or take such other action as may be provided for in the By-Laws or Rules.

Amended by the Board July 10, 2006; effective July 17, 2006 [introduction].

Rule 802. Liquidation on Termination or Suspension of Clearing Member

(a) When a Person ceases to be a Clearing Member of the Exchange or is suspended as a Clearing Member of the Exchange, all open Contracts carried by the Corporation for such Clearing Member shall be liquidated in the manner set forth in Rule 803 as expeditiously as is practicable unless and to the extent that:

(i) Such open Contracts are transferred by the Clearing Member and accepted by one or more other Clearing Members, with the prior consent of the Corporation, or transferred by the Corporation to one or more other Clearing Members pursuant to an auction of the Contracts or other procedure instituted by the Corporation;

(ii) The President and the Chairman, or in the absence of the Chairman, the Vice Chairman or, in the absence of both the Chairman and the Vice Chairman, any director determine that, in their opinion, the protection of the financial integrity of the Corporation does not require such a liquidation; or

(iii) Such liquidation is delayed because of the cessation or curtailment of trading on the Exchange for such Contracts.

(b) If it is determined pursuant to paragraph (a)(ii) of this Rule 802 not to liquidate any open Contracts of a Person, or if the Corporation is unable for any reason to liquidate such open Contracts in a prompt and orderly fashion, the President and the Chairman, or in the absence of the Chairman, the Vice Chairman or, in the absence of both the Chairman and the Vice Chairman, any director may authorize the execution from time to time for the account of the Corporation, solely for the purpose of reducing the risk to the Corporation resulting from the continued maintenance of such open Contracts, hedging transactions, including, without limitation, the purchase, grant or sale of Contracts. Such officers may delegate to one or more persons the authority to determine, within such guidelines as such officers shall prescribe, the nature and timing of such hedging transactions. Any costs or expenses, including losses, sustained by the Corporation in connection with transactions effected for its account pursuant to this paragraph shall be charged to such Person, and any gains, net of any costs and expenses, shall be credited to such Person.

Amended by the NYCC Board on July 12, 2004; effective August 18, 2004 [¶ (a)].

Amended by the Board April 11, 2005; effective April 22, 2005 [¶ (a)].

Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a) and (b)].

Rule 803. Method of Closing Out

(a) The open Contracts of any Person which, pursuant to Rule 802, are required to be liquidated pursuant to this Rule 803, shall be liquidated in such manner as the Corporation, in its discretion, may direct. Without limiting the generality of the foregoing:

(i) Any such liquidation may be effected by placing, with one or more Exchange members chosen at the discretion of the President, or, in the absence of the President, any Vice President, or in the absence of the President and each Vice President, any other officer, or by

directly entering to the Exchange's trading platform, orders for the purchase, grant, exercise, or sale of Contracts. The President may designate and authorize an individual, and may hire a third party, to be responsible for the placement of such orders.

(ii) Contracts on opposite sides of the market, having different expiration months, may be liquidated by spread or straddle transactions (regardless of whether they are held for different accounts or different beneficial owners), in which case the price for each Contract in any such spread or straddle shall be determined as follows: an amount equal to one-half of the price differential at which the spread or straddle is executed shall be added to the median between the settlement prices for Contracts having the same expiration months as the two Contracts involved on the prior trading day in order to determine the price for the Contract having the higher prevailing market value at the time the spread or straddle is executed, and subtracted from such median in order to determine the price for the Contract having the lower prevailing market value at the time the spread or straddle is executed. If the President believes that setting the prices as prescribed in the preceding sentence would produce an inequitable result in any particular case, the prices may be set in such other manner as may be approved either by any two Board members or by one such Board member and the President of the Corporation.

(iii) Options may be liquidated by closing transactions or by exercise, in the discretion of the President, and in any case where an option is exercised, the Corporation may liquidate the underlying futures contract, if any, resulting from such exercise in accordance with this Rule.

(iv) The Person whose Contracts are liquidated shall be liable to the Corporation for any commissions or other expenses incurred in liquidating such Contracts.

(v) Notwithstanding any other provisions of this Rule 803(a), any such liquidation may be effected without placing orders for execution, by making appropriate book entries on the records of the Corporation (including, without limitation, by pairing and canceling offsetting long and short positions in the same delivery months of a futures contract or in the same option series carried by a Clearing Member) at a price equal to the settlement price or settlement premium on the day such liquidation is ordered or at such other price as the Board may establish; provided, however, if an Order for Relief has been entered with respect to such Person, the Corporation will not effect any such liquidation by book entry except as may be permitted by Commission Regulations.

(b) If, as a result of the rules of the Listing Exchange limiting fluctuations in price or other circumstances, it is not possible to liquidate all net open Contracts pursuant to Rule 803(a)(i), the Corporation may liquidate such Contracts by taking opposite positions in the current expiration month and liquidating the resultant offset positions by a spread or straddle.

(c) All liquidations made pursuant to this Rule 803 shall be for the account and risk of the Person which ceases to be a Clearing Member or which is suspended as a Clearing Member. NEITHER SUCH PERSON NOR ANY OTHER PERSON SHALL HAVE ANY CLAIM OR RIGHT AGAINST THE CORPORATION REGARDING THE TIMING OF LIQUIDATION OR THE MANNER IN WHICH OR THE PRICE AT WHICH CONTRACTS HAVE BEEN LIQUIDATED PURSUANT TO THIS RULE 803.

Amended by the Board February 10, 2003; effective February 27, 2003 [¶(a)(i)].

Amended by the Board December 9, 2008; effective December 15, 2008 [¶¶ (a)(i) and (v)].

Rule 804. Amounts Payable to the Corporation

Upon completion of the liquidation or transfer of the positions of a Person pursuant to Rule 803, the Corporation shall be entitled on demand to recover from such Person all amounts due to the Corporation for all losses, liabilities and expenses (including without limitation legal fees and disbursements) incurred by the Corporation in connection with such liquidation or transfer.

Rule 805. Reinstatement of Suspended Member

Any Clearing Member suspended pursuant to Rule 801 may apply for reinstatement as provided in Rule 905.

Rule 806. Close-Out Netting

(a) Insolvency of the Corporation. If at any time the Corporation: (i) institutes or 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 the case of any such proceeding or petition presented against it, 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 the Corporation's winding-up or liquidation, or (ii) approves resolutions authorizing any proceeding or petition described in clause (i) above (collectively, a "Bankruptcy Event"), all open positions in the Corporation shall be closed promptly.

(b) Default of the Corporation. If at any time the Corporation fails to comply with an undisputed obligation to pay money or deliver property to a Clearing Member that is due and owing in connection with a transaction cleared by the Corporation, for a period of thirty days from the date that the Corporation receives notice from the Clearing Member of the past due obligation, the Clearing Member's open proprietary and customer positions at the Corporation shall, at the election of that Clearing Member, be closed promptly.

(c) Wind-Up of Contracts. If at any time the Board determines, by virtue of the number of Withdrawing Clearing Members or otherwise, that a winding up (offset) of all outstanding positions at the Corporation is prudent, then all open positions at the Corporation shall be closed promptly.

(d) Netting and Close-Out. At such time as a Clearing Member's positions are closed pursuant to this Rule 806, the obligations of the Corporation to a Clearing Member in respect of all of its proprietary positions, accounts, collateral and deposits to the Guaranty Fund shall be netted, in accordance with the Bankruptcy Code, the Act and the regulations adopted thereunder in each case, against the obligations of that Clearing Member in respect of both its proprietary and its customers' positions, accounts, collateral and its obligations to the Guaranty Fund to the Corporation. All obligations of the Corporation to a Clearing Member in respect of its customer positions, accounts, and collateral shall be separately netted against the positions, accounts and collateral of its customers in accordance with the requirements of the Bankruptcy Code, the Act and the regulations adopted thereunder in each case. At the time a Bankruptcy Event takes place, the authority of the Corporation, pursuant to Section 5.5 of the By-Laws, to make new assessments and/or require a Clearing Member to cure a deficiency in its Guaranty Fund deposit, arising after the Bankruptcy Event, shall terminate, and all positions open immediately prior to the close-out shall be valued in accordance with the procedures of paragraph (e) of this Rule.

(e) Valuation. As promptly as reasonably practicable, but in any event within thirty days of (i) the Bankruptcy Event, (ii) if a Clearing Member elects to have its open positions closed as

described in paragraph (b) of this Rule, the date of the election, or (iii) the determination by the Board to wind up all outstanding positions as described in paragraph (c) of this Rule, the Corporation shall fix a U.S. dollar amount (the "Close-Out Amount") to be paid to or received from the Corporation by each Clearing Member, after taking into account all applicable netting and offsetting pursuant to paragraph (d) of this Rule. The Corporation shall value open positions subject to close-out by using the market prices for the relevant market (including without limitation any over-the-counter markets) at the time that the positions were closed out, assuming the relevant markets were operating normally at such time. If the relevant markets were not operating normally at such moment, the Corporation shall exercise its discretion, acting in good faith and in a commercially reasonable manner, in adopting methods of valuation expected to produce reasonably accurate substitutes for the values that would have been obtained from the relevant market if it were operating normally. In determining a Close-Out Amount, the Corporation may consider any information that it deems relevant, including, but not limited to, any of the following:

(i) prices for underlying interests in recent transactions, as reported by the market or markets for such interests;

(ii) quotations from leading dealers in the underlying interest, setting forth the price (which may be a dealing price or an indicative price) that the quoting dealer would charge or pay for a specified quantity of the underlying interest;

(iii) relevant historical and current market data for the relevant market, provided by reputable outside sources or generated internally; and

(iv) values derived from theoretical pricing models using available prices for the underlying interest or a related interest and other relevant data.

Amounts stated in a currency other than U.S. dollars shall be converted to U.S. dollars at the current rate of exchange, as determined by the Corporation. If a Clearing Member has a negative Close-Out Amount, it shall promptly pay that amount to the Corporation.

(f) Interpretation in Relation to FDICIA. The Corporation intends that certain provisions of this Rule be interpreted in relation to certain terms (identified by quotation marks) that are defined in the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"), as amended, as follows:

(i) The Corporation is a "clearing organization."

(ii) An obligation of a Clearing Member to make a payment to the Corporation, or of the Corporation to make a payment to a Clearing Member, subject to a netting agreement, is a "covered clearing obligation" and a "covered contractual payment obligation."

(iii) An entitlement of a Clearing Member to receive a payment from the Corporation, or of the Corporation to receive a payment from a Clearing Member, subject to a netting contract, is a "covered contractual payment entitlement."

(iv) The Corporation is a "member," and each Clearing Member is a "member."

(v) The amount by which the covered contractual payment entitlements of a Clearing Member or the Corporation exceed the covered contractual payment obligations of such

Clearing Member or the Corporation after netting under a netting contract is its "net entitlement."

(vi) The amount by which the covered contractual payment obligations of a Clearing Member or the Corporation exceed the covered contractual payment entitlements of such Clearing Member or the Corporation after netting under a netting contract is its "net obligation."

(vii) The By-Laws and Rules of the Corporation, including this Rule 806, are a "netting contract."

(g) Cross-Margining Agreement. If a Bankruptcy Event should occur, the Corporation shall immediately seek to exercise its authority under the Cross-Margining Program to cause the immediate liquidation of all assets and liabilities in all cross-margining accounts of Clearing Members and to reduce all such accounts to a single net obligation to or from the Clearing Member to be settled in accordance with the terms of the cross-margining agreement.

Adopted by the Board December 10, 2009; effective December 17, 2009.
Amended by the Board November 26, 2013; effective December 31, 2013.