



C.F.T.C.
OFFICE OF THE SECRETARIAT

2009 APR 21 AM 10 43

April 21, 2009

Mr. David Stawick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, DC 20581

**RE: CME – OCC Cross-Margin Program
CME Submission No. 09-071R**

Dear Mr. Stawick:

Chicago Mercantile Exchange Inc. ("CME") hereby notifies the Commodity Futures Trading Commission ("CFTC") that it is filing the six attached participant agreements with the CFTC in addition to the OCC – CME Cross-Margining Agreement originally submitted on April 17, 2009.

In addition, the following are references of the revised agreements used in OCC/CME cross-margining:

NAME

Proprietary Cross-Margin Account Agreement and
Security Agreement (Joint Clearing Member)
Proprietary Cross-Margin Account Agreement and
Security Agreement (Affiliated Clearing Members)
Non-Proprietary Cross-Margin Account Agreement and
Security Agreement (Joint Clearing Member)
Non-Proprietary Cross-Margin Account Agreement and
Security Agreement (Affiliated Clearing Members)
Market Professional's Agreement for Cross-Margining
(Joint Clearing Member)
Market Professional's Agreement for Cross- Margining
(Affiliated Clearing Members)

These forms of agreements have been slightly modified from the forms currently used in OCC/CME cross-margining. Modifications include: (i) deleting provisions and terminology (e.g., "Carrying Clearing Organization") that were applicable to trilateral cross-margining, (ii) reflecting the definition of "market professional" as used in the New Agreement, and (iii) eliminating the requirement that clearing members and market professionals furnish the clearing organizations with financing statements relating to positions, collateral and property maintained with respect to accounts subject to cross-margining. The adoption by all 50 states of revisions to Articles 8 and 9 of the Uniform Commercial Code ("UCC") has eliminated the need to obtain financing statements that were required to perfect security interests in futures and options under earlier versions of those Articles.

CME certifies that this action complies with the Commodity Exchange Act and regulations thereunder.

If you have any questions regarding this matter, please contact me at 312.648.5422.

Sincerely,

/s/ Stephen M. Szarmack
Director and Associate General Counsel

**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**PROPRIETARY CROSS-MARGIN ACCOUNT
AGREEMENT AND SECURITY AGREEMENT**

(Joint Clearing Member)

_____, a clearing member ("Clearing Member") of The Options Clearing Corporation ("OCC") and Chicago Mercantile Exchange Inc. ("CME") (OCC and CME being hereafter collectively referred to as the "Clearing Organizations"), hereby makes application to the Clearing Organizations to establish a cross-margined proprietary account ("Proprietary X-M Account") at each Clearing Organization and agrees as follows:

I. The Proprietary X-M Accounts of the Clearing Member at each Clearing Organization shall be subject to the by-laws and rules of such Clearing Organization applicable to Proprietary X-M Accounts, and both of the Proprietary X-M Accounts shall be subject to the Amended and Restated Cross-Margining Agreement between the Clearing Organizations (the "Cross-Margining Agreement"), a copy of which is attached hereto as Appendix I. Each capitalized term used herein shall have the meaning given to such term in the Cross-Margining Agreement unless otherwise defined in this agreement. The Clearing Member will be bound by any amendment to such by-laws and rules of the Clearing Organizations, or to the Cross-Margining Agreement (including any restatement thereof), as fully as though such amendment were now a part thereof. All such by-laws and rules, and the Cross-Margining Agreement, as the same may be in effect from time to time, are hereafter collectively referred to as "Rules."

2. For purposes of calculating margin, the Proprietary X-M Accounts of the Clearing Member will be combined and treated as a single account, and all margin deposited in respect of the Proprietary X-M Accounts shall be held jointly by the Clearing Organizations as security for all of the obligations of the Clearing Member to either or both of the Clearing Organizations, whether or not arising from the Proprietary X-M Accounts, all in accordance with the Rules.

3. _____ [insert OCC or CME] shall be the Designated Clearing Organization in respect of the Proprietary X-M Accounts and any Non-Proprietary X-M Accounts maintained by the Clearing Member. The Designated Clearing Organization shall prepare and distribute all margin and settlement reports, receive and release margin deposits, and perform such other functions in respect of the X-M Accounts as may be specified in the Rules.

4. The Proprietary X-M Account at OCC shall be limited to transactions and positions of the Clearing Member and officers, directors, partners and other related persons of the Clearing Member that are not "customers" within the meaning of Rules 8c-1 or 15c2-1 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 or whose positions are otherwise permitted under the OCC rules to be carried in a Proprietary X-M Account. The Proprietary X-M Accounts at CME shall be limited to transactions and positions of the Clearing Member and such officers, directors, partners, and other related persons of the Clearing Member whose accounts on the records of the Clearing Member are "proprietary accounts" within the meaning of Section 1.3(y) of the General Regulations promulgated by the Commodity Futures Trading Commission under the Commodity Exchange Act.

5. On behalf of itself and of each person on whose behalf positions may be maintained in the Proprietary X-M Accounts in accordance with this agreement, the Clearing Member agrees that the Clearing Organizations shall jointly have a lien on, security interest in, and right of setoff against, the Proprietary X-M Accounts and all property carried therein or held in respect thereof including, without limitation, Eligible Contracts from time to time purchased or carried in any of the Proprietary X-M Accounts of the Clearing Member, all cash, securities and other property deposited with or held by the Clearing Organizations as margin in respect thereof, and all proceeds of any of the foregoing (such accounts and all such contracts, margin, and proceeds hereinafter referred to

collectively as "Collateral"), as security for the obligations of the Clearing Member to either or both of the Clearing Organizations, whether or not arising from the Proprietary X-M Accounts. The rights of the Clearing Organizations that are set forth in the preceding sentence are in addition to any other rights of any or all of the Clearing Organizations in the Collateral arising under their respective rules, statutory or common law, governmental regulation or by reason of normal business practice. The Clearing Member represents and warrants that, as of the date of this agreement, there is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and agrees that it shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of the Clearing Member in the Collateral that is subordinate to the interest of the Clearing Organizations therein. The respective rights of the Clearing Organizations in the Collateral shall be governed by such agreements as may from time to time exist between or among them, as the case may be.

6. The Clearing Member represents and warrants to the Clearing Organizations that it has full power and authority to enter into this agreement and that neither the execution and delivery of this agreement nor any act to be performed pursuant to this agreement by any of the Clearing Organizations or by or on behalf of the Clearing Member will violate the partnership agreement or the charter or by-laws, as the case may be, of the Clearing Member or any other agreement which is binding upon the Clearing Member or any provision of law applicable to the Clearing Member.

7. This agreement may be terminated by the Clearing Member at any time provided that all positions in the Proprietary X-M Accounts have been closed or transferred to other accounts in accordance with the Rules, that all margin in respect of any such transferred positions has been deposited and that all obligations of the Clearing Member to the Clearing Organizations in respect of the Proprietary X-M Accounts have been fully satisfied. The Clearing Organizations may at any time deliver written notice to the Clearing Member requiring it to close or transfer all positions in the Proprietary X-M Accounts in accordance with the Rules not later than the close of business on the first business day following delivery of such notice, and this agreement shall thereupon terminate provided that all margin in respect of the transferred positions has been deposited and all

obligations of the Clearing Member to the Clearing Organizations in respect of the Proprietary X-M Accounts have been fully satisfied.

8. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any action brought against any party by any other party that involves a claim arising out of this agreement or that otherwise relates to the transactions contemplated by this agreement shall be brought in the United States District Court for the Northern District of Illinois (or, if there is no federal jurisdiction over the action, then in state court in the City of Chicago, Illinois); and each party hereby consents to the personal jurisdiction of any court in which an action is brought against it in accordance with this paragraph.

9. This agreement supersedes all previous agreements among the Clearing Member and any of the Clearing Organizations with respect to the subject matter hereof.

10. This Agreement shall become effective upon the later of execution of this Agreement, or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

(Name of Clearing Member)

By: _____

Title: _____

Date: _____

Accepted by:

THE OPTIONS CLEARING CORPORATION

By: _____

Title: _____

Date: _____

CHICAGO MERCANTILE EXCHANGE INC.

By: _____

Title: _____

Date: _____

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**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**PROPRIETARY CROSS-MARGIN ACCOUNT
AGREEMENT AND SECURITY AGREEMENT**

(Affiliated Clearing Members)

_____, a clearing member of The Options Clearing Corporation and _____, an Affiliate of the above-listed clearing member and a clearing member of Chicago Mercantile Exchange Inc. ("CME") (OCC and CME being hereafter collectively referred to as the "Clearing Organizations"), hereby make application to the Clearing Organizations to establish a cross-margined proprietary account ("Proprietary X-M Account") at each Clearing Organization in the name of the clearing member that is a clearing member of that Clearing Organization. Each such clearing member ("Clearing Member") agrees as follows:

1. The Proprietary X-M Account of each Clearing Member at its Clearing Organization shall be subject to the by-laws and rules of such Clearing Organization applicable to Proprietary X-M Accounts, and both of the Proprietary X-M Accounts shall be subject to the Amended and Restated Cross-Margining Agreement between the Clearing Organizations (the "Cross-Margining Agreement"), a copy of which is attached hereto as Appendix I. Each capitalized term used herein shall have the meaning given to such term in the Cross-Margining Agreement unless otherwise defined in this agreement. The Clearing Members will be bound by any amendment to such by-laws and rules of the Clearing Organizations, or to the Cross-Margining Agreement (including any restatement thereof), as fully as though such amendment were now a part thereof. All such by-laws and rules, and the Cross-Margining Agreement, as the same may be in effect from time to time, are hereafter collectively referred to as "Rules."

2. The Clearing Members hereby agree to be jointly and severally liable to the Clearing Organizations for any margin, settlement or other obligation arising from transactions or positions in the Proprietary X-M Accounts maintained by the Clearing Members with the Clearing Organizations.

In no event, however, shall this agreement be construed to obligate either Clearing Member to make any contribution to the clearing or guarantee fund of, or be liable for any assessment against the members of, a Clearing Organization of which such Clearing Member is not itself a member.

3. For purposes of calculating margin, the Proprietary X-M Accounts of the Clearing Members will be combined and treated as a single account, and all margin deposited in respect of the Proprietary X-M Accounts shall be held jointly by the Clearing Organizations as security for any obligation of the Clearing Members, or either of them, to either or both of the Clearing Organizations, whether or not arising from the Proprietary X-M Accounts, all in accordance with the Rules. The Clearing Members hereby authorize the Clearing Organizations to treat all margin deposited by either of them in respect of, and all positions in, the Proprietary X-M Accounts as belonging to either or both of the Clearing Members.

4. _____ [insert OCC or CME] shall be the Designated Clearing Organization in respect of the Proprietary X-M Accounts and any Non-Proprietary X-M Accounts maintained by the Clearing Members. The Designated Clearing Organization shall prepare and distribute all margin and settlement reports, receive and release margin deposits, and perform such other functions in respect of the X-M Accounts as may be specified in the Rules. Except as otherwise permitted in writing by the Clearing Organizations, the Clearing Member of the Designated Clearing Organization shall act as the agent of both Clearing Members for purposes of receiving margin and settlement reports, depositing and requesting release of margin deposits and performing such other functions in respect of the X-M Accounts as may be specified in the Rules.

5. The Proprietary X-M Account of the OCC Clearing Member at OCC shall be limited to transactions and positions of the Clearing Member and officers, directors, partners and other related persons of the Clearing Member that are not "customers" within the meaning of Rules 8c-1 or 15c2-1 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 or whose positions are otherwise permitted under the OCC rules to be carried in a Proprietary X-M Account. The Proprietary X-M Accounts of the CME Clearing Member at CME shall be limited to transactions and positions of such Clearing Member and such officers,

directors, partners, and other related persons of such Clearing Member whose accounts on the records of the Clearing Member are "proprietary accounts" within the meaning of Section 1.3(y) of the General Regulations promulgated by the Commodity Futures Trading Commission under the Commodity Exchange Act.

6. On behalf of themselves and of each person on whose behalf positions may be maintained in the Proprietary X-M Accounts in accordance with this agreement, the Clearing Members agree that the Clearing Organizations shall jointly have a lien on, security interest in, and right of setoff against, the Proprietary X-M Accounts and all property carried therein or held in respect thereof including, without limitation, all Eligible Contracts from time to time purchased or carried in any of the Proprietary X-M Accounts, all cash, securities and other property deposited with or held by the Clearing Organizations as margin in respect thereof and all proceeds of any of the foregoing (such accounts and all such contracts, margin and proceeds hereinafter referred to collectively as "Collateral"), as security for the obligations of the Clearing Members, or either of them, to either or both of the Clearing Organizations, whether or not arising from the Proprietary X-M Accounts. The rights of the Clearing Organizations that are set forth in the preceding sentence are in addition to any other rights of either or both of the Clearing Organizations in the Collateral arising under their respective rules, statutory or common law, governmental regulation or by reason of normal business practice. The Clearing Members represent and warrant that, as of the date of this agreement, there is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and they jointly and severally agree that they shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of a Clearing Member in the Collateral that is subordinate to the interest of the Clearing Organizations therein. The respective rights of the Clearing Organizations in the Collateral shall be governed by such agreements as may from time to time exist between or among them, as the case may be.

7. The Designated Clearing Organization is hereby authorized to net all daily settlement amounts owed to or due from the Clearing Organizations in respect of all Proprietary X-M Accounts

(including futures or similar variation margin, market-to-market payments, option premiums, and option exercise settlement amounts). Each Clearing Member authorizes the Designated Clearing Organization to draft the bank account designated by them for any amount due from such Clearing Member in respect of the Proprietary X-M Accounts, and the Clearing Organizations are authorized to treat the funds in such bank account as belonging to either or both of the Clearing Members.

8. Each Clearing Member represents and warrants to the Clearing Organizations that it has full power and authority to enter into this agreement and that neither the execution and delivery of this agreement nor any act to be performed pursuant to this agreement by the Clearing Organizations or by or on behalf of such Clearing Member will violate the partnership agreement or the charter or by-laws, as the case may be, of such Clearing Member or any other agreement which is binding upon it or any provision of law applicable to it. Each Clearing Member further represents and warrants to the Clearing Organizations that it controls, is controlled by, or is under common control with, the other.

9. This agreement may be terminated by the Clearing Members at any time provided that all positions in the Proprietary X-M Accounts have been closed or transferred to other accounts in accordance with the Rules, that all margin in respect of any such transferred positions has been deposited and that all obligations of both Clearing Members to the Clearing Organizations in respect of the Proprietary X-M Accounts have been fully satisfied. The Clearing Organizations may at any time deliver written notice to the Clearing Members requiring them to close or transfer all positions in the Proprietary X-M Accounts in accordance with the Rules not later than the close of business on the first business day following delivery of such notice, and this agreement shall thereupon terminate provided that all margin in respect of the transferred positions has been deposited and all obligations of both Clearing Members to the Clearing Organizations in respect of the Proprietary X-M Accounts have been fully satisfied.

10. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any action brought against any party by any other party that involves a claim arising out of this agreement or that otherwise relates to the transactions contemplated by this agreement shall be brought in the United States District Court for the Northern District of Illinois (or, if there is no federal jurisdiction over the action, then in state court in the City of Chicago, Illinois); and each party hereby consents to the personal jurisdiction of any court in which an action is brought against it in accordance with this paragraph.

11. This agreement supersedes all previous agreements among the Clearing Members and either of the Clearing Organizations with respect to the subject matter hereof.

12. This Agreement shall become effective upon the later of execution of this Agreement, or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

(Name of Clearing Member)

(Name of Clearing Member)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted by

THE OPTIONS CLEARING CORPORATION

By: _____

Title: _____

Date: _____

CHICAGO MERCANTILE EXCHANGE INC.

By: _____

Title: _____

Date: _____

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**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**NON-PROPRIETARY CROSS-MARGIN ACCOUNT
AGREEMENT AND SECURITY AGREEMENT**

(Joint Clearing Member)

_____, a clearing member ("Clearing Member") of The Options Clearing Corporation ("OCC") and Chicago Mercantile Exchange Inc. ("CME") (OCC and CME being hereafter collectively referred to as the "Clearing Organizations"), hereby makes application to the Clearing Organizations to establish a cross-margined non-proprietary account ("Non-Proprietary X-M Account") at each Clearing Organization, in addition to any cross-margined proprietary accounts ("Proprietary X-M Accounts") maintained by the Clearing Member at the Clearing Organizations, and agrees as follows:

1. The Non-Proprietary X-M Account of the Clearing Member at each Clearing Organization shall be subject to the by-laws and rules of such Clearing Organization applicable to Non-Proprietary X-M Accounts, and both of the Non-Proprietary X-M Accounts shall be subject to the Amended and Restated Cross-Margining Agreement between the Clearing Organizations (the "Cross-Margining Agreement"), a copy of which is attached hereto as Appendix I. Each capitalized term used herein shall have the meaning given to such term in the Cross-Margining Agreement unless otherwise defined in this agreement. The Clearing Member will be bound by any amendment to such by-laws and rules of the Clearing Organizations, or to the Cross-Margining Agreement (including any restatement thereof), as fully as though such amendment were now a part thereof. All such by-laws and rules, and the Cross-Margining Agreement, as the same may be in effect from time to time, are hereafter collectively referred to as "Rules."

2. For purposes of calculating margin, the Non-Proprietary X-M Accounts of the Clearing Member will be combined and treated as a single account, and all margin deposited in respect of the Non-Proprietary X-M Accounts shall be held jointly by the Clearing Organizations as

security for the obligations of the Clearing Member to either or both of the Clearing Organizations in respect of such Non-Proprietary X-M Accounts, all in accordance with the Rules.

3. For purposes of cross-margining, the Clearing Member agrees that the Clearing Organization it has selected as the "Designated Clearing Organization" in respect of the Proprietary X-M Accounts shall be the Designated Clearing Organization in respect of the Non-Proprietary X-M Accounts. If the Clearing Member has no Proprietary X-M Accounts, then _____ [insert OCC or CME] shall be the Designated Clearing Organization in respect of the Non-Proprietary X-M Accounts. The Designated Clearing Organization shall prepare and distribute all margin and settlement reports, receive and release margin deposits, and perform such other functions in respect of the Non-Proprietary X-M Accounts as may be specified in the Rules.

4. The Non-Proprietary X-M Accounts shall be limited to transactions and positions carried by the Clearing Member for Market Professionals who are not Non-Customers of the Clearing Member, and who have signed a "Market Professional's Agreement" in the form of Appendix II hereto. The Clearing Member agrees that it will not commence clearing transactions through or carrying positions in the Non-Proprietary X-M Accounts for any Market Professional until the Designated Clearing Organization has received with respect to such Market Professional a duly executed copy of the Market Professional's Agreement, and such other documentation as may reasonably be requested by the Designated Clearing Organization. The Clearing Member agrees to indemnify and hold harmless the Clearing Organizations, their directors, officers, employees and each person, if any, who controls any of the Clearing Organizations against any claims, losses, liabilities and expenses, including, without limitation, reasonable legal fees and expenses and amounts paid or payable in settlement of any action, proceeding or investigation arising from any claim by any party resulting from the carrying of positions in a Non-Proprietary X-M Account that belong to any person other than a Market Professional for whom a Market Professional's Agreement is in effect.

5. On behalf of itself and of each Market Professional on whose behalf positions may be maintained in the Non-Proprietary X-M Accounts in accordance with this agreement, the Clearing

Member agrees that the Clearing Organizations shall jointly have a lien on, security interest in, and right of setoff against, the Non-Proprietary X-M Accounts and all property carried therein or held in respect thereof including, without limitation, all Eligible Contracts from time to time purchased or carried in any of the Non-Proprietary X-M Accounts of the Clearing Member, all cash, securities and other property deposited with or held by the Clearing Organizations as margin in respect thereof, and all proceeds of any of the foregoing (such accounts and all such contracts, margin and proceeds hereinafter referred to collectively as "Collateral"), as security for the obligations of the Clearing Member to the Clearing Organizations in respect of such Non-Proprietary X-M Accounts. The rights of the Clearing Organizations that are set forth in the preceding sentence are in addition to any other rights of either or both Clearing Organizations in the Collateral arising under their respective rules, statutory or common law, governmental regulation or by reason of normal business practice. The Clearing Member represents and warrants that as of the date of this agreement, there is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and agrees that it shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of the Clearing Member in the Collateral that is subordinate to the interest of the Clearing Organizations therein. The respective rights of the Clearing Organizations in the Collateral shall be governed by such agreements as may from time to time exist between or among them, as the case may be.

6. The Clearing Member represents and warrants to the Clearing Organizations that it has full power and authority to enter into this agreement and that neither the execution and delivery of this agreement nor any act to be performed pursuant to this agreement by any of the Clearing Organizations or by or on behalf of the Clearing Member will violate the partnership agreement or the charter or by-laws, as the case may be, of the Clearing Member or any other agreement which is binding upon the Clearing Member or any other provision of law applicable to the Clearing Member.

7. This agreement may be terminated by the Clearing Member at any time provided that all positions in the Non-Proprietary X-M Accounts have been closed or transferred to other accounts in accordance with the Rules, that all margin in respect of any such transferred positions has been

deposited and that all obligations of the Clearing Member to the Clearing Organizations in respect of the Non-Proprietary X-M Accounts have been fully satisfied. The Clearing Organizations may at any time deliver written notice to the Clearing Member requiring it to close or transfer all positions in the Non-Proprietary X-M Accounts in accordance with the Rules not later than the close of business on the first business day following delivery of such notice, and this agreement shall thereupon terminate provided that all margin in respect of the transferred positions has been deposited and all obligations of the Clearing Member to the Clearing Organizations in respect of the Non-Proprietary X-M Accounts have been fully satisfied.

8. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any action brought against any party by any other party that involves a claim arising out of this agreement or that otherwise relates to the transactions contemplated by this agreement shall be brought in the United States District Court for the Northern District of Illinois (or, if there is no federal jurisdiction over the action, then in state court in the City of Chicago, Illinois); and each party hereby consents to the personal jurisdiction of any court in which an action is brought against it in accordance with this paragraph.

9. This agreement supersedes all previous agreements among the Clearing Member and either of the Clearing Organizations with respect to the subject matter hereof.

10. This Agreement shall become effective upon the later of execution of this Agreement, or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

(Name of Clearing Member)

By: _____

Title: _____

Date: _____

Accepted
THE OPTIONS CLEARING CORPORATION

By: _____

Title: _____

Date: _____

CHICAGO MERCANTILE EXCHANGE INC.

By: _____

Title: _____

Date: _____

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**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**NON-PROPRIETARY CROSS-MARGIN ACCOUNT
AGREEMENT AND SECURITY AGREEMENT**

(Affiliated Clearing Members)

_____, a clearing member of The Options Clearing Corporation ("OCC") and _____, an Affiliate of the above-listed clearing member and a clearing member of Chicago Mercantile Exchange Inc. ("CME") (OCC and CME being hereafter collectively referred to as the "Clearing Organizations"), hereby make application to the Clearing Organizations to establish a cross-margined non-proprietary account ("Non-Proprietary X-M Account") at each Clearing Organization in the name of the clearing member that is a clearing member of that Clearing Organization in addition to any cross-margined proprietary account ("Proprietary X-M Account") maintained by each clearing member at any of the Clearing Organizations. Each such clearing member ("Clearing Member") agrees as follows:

1. The Non-Proprietary X-M Account of each Clearing Member at its Clearing Organization shall be subject to the by-laws and rules of such Clearing Organization applicable to Non-Proprietary X-M Accounts, and both of the Non-Proprietary X-M Accounts shall be subject to the Amended and Restated Cross-Margining Agreement between the Clearing Organizations (the "Cross-Margining Agreement"), a copy of which is attached hereto as Appendix I. Each capitalized term used herein shall have the meaning given to such term in the Cross-Margining Agreement unless otherwise defined in this agreement. The Clearing Members will be bound by any amendment to such by-laws and rules of the Clearing Organizations, respectively, or to the Cross-Margining Agreement (including any restatement thereof), as fully as though such amendment were now a part thereof. All such by-laws and rules, and the Cross-Margining Agreement, as the same may be in effect from time to time, are hereafter collectively referred to as "Rules."

2. The Clearing Members hereby agree to be jointly and severally liable to the Clearing Organizations for any margin, settlement or other obligation arising from transactions or positions in

the Non-Proprietary X-M Accounts maintained by the Clearing Members with the Clearing Organizations. In no event, however, shall this agreement be construed to obligate either Clearing Member to make any contribution to the clearing or guarantee fund of, or be liable for any assessment against the members of, a Clearing Organization of which such Clearing Member is not itself a member.

3. For purposes of calculating margin, the Non-Proprietary X-M Accounts of the Clearing Members will be combined and treated as a single account, and all margin deposited in respect of the Non-Proprietary X-M Accounts shall be held jointly by the Clearing Organizations as security for the obligations of the Clearing Members to either or both of the Clearing Organizations in respect of such Non-Proprietary X-M Accounts, all in accordance with the Rules.

4. For purposes of cross-margining, the Clearing Members agree that the Clearing Organization they have selected as the Designated Clearing Organization in respect of the Proprietary X-M Accounts shall be the Designated Clearing Organization in respect of the Non-Proprietary X-M Accounts. If the Clearing Members have no Proprietary X-M Accounts, then _____ [insert OCC or CME] shall be the Designated Clearing Organization in respect of the Non-Proprietary X-M Accounts. The Designated Clearing Organization shall prepare and distribute all margin and settlement reports, receive and release margin deposits, and perform such other functions in respect of the Non-Proprietary X-M Accounts as may be specified in the Rules. Except as otherwise permitted in writing by the Clearing Organizations, the Clearing Member of the Designated Clearing Organization shall act as the agent of both Clearing Members for purposes of receiving margin and settlement reports, depositing and requesting release of margin deposits and performing such other functions in respect of the Non-Proprietary X-M Accounts as may be specified in the Rules.

5. The Non-Proprietary X-M Accounts of the Clearing Members shall be limited to transactions and positions carried by the Clearing Members for Market Professionals who are not Non-Customers of the Clearing Members, and who have signed a "Market Professional's Agreement" in the form of Appendix II hereto. The Clearing Members agree that they shall not commence clearing transactions through or carrying positions in the Non-Proprietary X-M Accounts

for any Market Professional until the Designated Clearing Organization has received with respect to such Market Professional a duly executed copy of the Market Professional's Agreement and such other documentation as may reasonably be requested by the Designated Clearing Organization. The Clearing Members jointly and severally agree to indemnify and hold harmless the Clearing Organizations, their directors, officers, employees and each person, if any, who controls any of the Clearing Organizations against any claims, losses, liabilities and expenses, including, without limitation, reasonable legal fees and expenses and amounts paid or payable in settlement of any action, proceeding or investigation arising from any claim by any party resulting from the carrying of positions in a Non-Proprietary X-M Account that belong to any person other than a Market Professional for whom a Market Professional's Agreement is in effect.

6. On behalf of themselves and of each Market Professional on whose behalf positions may be maintained in the Non-Proprietary X-M Accounts in accordance with this agreement, the Clearing Members agree that the Clearing Organizations shall jointly have a lien on, security interest in, and right of setoff against, the Non-Proprietary X-M Accounts and all property carried therein or held in respect thereof including, without limitation, all Eligible Contracts from time to time purchased or carried in any of the Non-Proprietary X-M Accounts, all cash, securities and other property deposited with or held by the Clearing Organizations as margin in respect thereof and all proceeds of any of the foregoing (such accounts and all such contracts, margin, and proceeds hereinafter referred to collectively as "Collateral"), as security for the obligations of the Clearing Members to either or both of the Clearing Organizations in respect of such Non-Proprietary X-M Accounts. The rights of the Clearing Organizations that are set forth in the preceding sentence, are in addition to any other rights of either or both of the Clearing Organizations in the Collateral arising under their respective Rules, statutory or common law, governmental regulation or by reason of normal business practice. The Clearing Members represent and warrant that as of the date of this agreement there is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and they jointly and severally agree that they shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of a Clearing Member in the Collateral that is subordinate to the

interest of the Clearing Organizations therein. The respective rights of the Clearing Organizations in the Collateral shall be governed by such agreements as may from time to time exist between or among them, as the case may be.

7. The Designated Clearing Organization is hereby authorized to net all daily settlement amounts owed to or due from the Clearing Organizations in respect of all Non-Proprietary X-M Accounts (including futures or similar variation margin, mark-to-market payments, option premiums, and option exercise settlement amounts). Each Clearing Member authorizes the Clearing Organizations to draft the bank account designated by them for any amount due from such Clearing Member in respect of the Non-Proprietary X-M Accounts, and the Clearing Organizations are authorized to pay into such bank account any funds due either Clearing Member in respect of such Non-Proprietary X-M Accounts.

8. In the event that the Clearing Member of OCC ("OCC Clearing Member") is not a futures commission merchant registered as such with the Commodity Futures Trading Commission, then the account of each Market Professional ("Market Professional X-M Account") whose positions and transactions in Eligible Contracts are included in the Accounts shall be carried in the name of such Market Professional on the books of the Clearing Member of CME or, if applicable, the Clearing Member of NYCC (the "FCM"), all money and other property deposited in respect of such Market Professional X-M Accounts shall be customer segregated funds held in the name of the FCM, and positions in securities option contracts shall be carried in an omnibus account on the books of the OCC Clearing Member pursuant to arrangements requiring that all money, securities and other property deposited in respect of such Market Professional X-M Accounts or accruing in respect of the positions and transactions in such Market Professional X-M Accounts, shall be held either by the Clearing Organizations or by a bank or trust company in the name of the FCM and shall be segregated funds held for the benefit of the customers of the FCM. The FCM agrees that it shall apply any such money, securities or other property in its possession as necessary to meet all obligations of both Clearing Members to the Clearing Organizations arising from the positions and transactions in the Non-Proprietary X-M Accounts.

9. Each Clearing Member represents and warrants to the Clearing Organizations that it has full power and authority to enter into this agreement and that neither the execution and delivery of this agreement nor any act to be performed pursuant to this agreement by either of the Clearing Organizations or by or on behalf of such Clearing Member will violate the partnership agreement or the charter or by-laws, as the case may be, of such Clearing Member or any other agreement which is binding upon it or any provision of law applicable to it. Each Clearing Member further represents and warrants to the Clearing Organizations that it controls, is controlled by, or under common control with, the other.

10. This agreement may be terminated by the Clearing Members at any time provided that all positions in the Non-Proprietary X-M Accounts have been closed or transferred to other accounts in accordance with the Rules, that all margin in respect of any such transferred positions has been deposited and that all obligations of both Clearing Members to the Clearing Organizations in respect of the Non-Proprietary X-M Accounts have been fully satisfied. The Clearing Organizations may at any time deliver written notice to the Clearing Members requiring them to close or transfer all positions in the Non-Proprietary X-M Accounts in accordance with the Rules not later than the close of business on the first business day following delivery of such notice, and this agreement shall thereupon terminate provided that all margin in respect of the transferred positions has been deposited and all obligations of both Clearing Members to the Clearing Organizations in respect of the Non-Proprietary X-M Accounts have been fully satisfied.

11. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois. Any action brought against any party by any other party that involves a claim arising out of this agreement or that otherwise relates to the transactions contemplated by this agreement shall be brought in the United States District Court for the Northern District of Illinois (or, if there is no federal jurisdiction over the action, then in state court in the City of Chicago, Illinois); and each party hereby consents to the personal jurisdiction of any court in which an action is brought against it in accordance with this paragraph.

12. This agreement supersedes all previous agreements among the Clearing Members and both of the Clearing Organizations with respect to the subject matter hereof.

13. This Agreement shall become effective upon the later of execution of this Agreement, or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

(Name of Clearing Member)

(Name of Clearing Member)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted by

THE OPTIONS CLEARING CORPORATION

By: _____

Title: _____

Date: _____

CHICAGO MERCANTILE EXCHANGE INC.

By: _____

Title: _____

Date: _____

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APPENDIX II

**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**MARKET PROFESSIONAL'S AGREEMENT
FOR CROSS-MARGINING**

(Joint Clearing Member)

_____ ("Member"), and
_____ ("Clearing Member"), a clearing member maintaining a cross-
marginied non-proprietary account at The Options Clearing Corporation ("OCC") and Chicago
Mercantile Exchange Inc. ("CME") hereby enter into this Agreement to provide for cross-margining
certain of Member's positions held by Clearing Member at one Clearing Organization with certain of
Member's positions held by Clearing Member at the other Clearing Organization, as set forth below.
As used in this Agreement, the term "Clearing Organizations" means OCC and CME.

1. Member represents and warrants that it is a market-maker, specialist or registered trader as
defined in OCC's rules and by-laws or a member of the CME or a firm owning a membership on the
CME (a "Market Professional"), and that it trades for its own account contracts cleared by each of the
Clearing Organizations that have been designated as eligible for cross-margining by them ("Eligible
Contracts").

2. Clearing Member acknowledges and understands that Member desires it to clear and maintain
some or all of Member's positions in Eligible Contracts in Clearing Member's cross-marginied non-
proprietary accounts ("Accounts") at the Clearing Organizations, which are subject to the terms and
conditions of the Non-Proprietary Cross-Margin Account Agreement and Security Agreement
between Clearing Member and the Clearing Organizations, a copy of which is attached hereto as
Exhibit A. Notwithstanding the foregoing, Member agrees that Clearing Member may, at any time

and in its sole discretion, determine to clear and/or maintain any one or group of such positions in accounts at the Clearing Organizations other than the Accounts.

3. Member agrees that its positions in the Accounts, all margin held by the Clearing Organizations in respect thereof, and all proceeds of any of the foregoing, may be commingled with the positions and property of other Market Professionals who clear through the Clearing Member and have elected cross-margining. Member further agrees that its property may be used by the Clearing Member to purchase, margin, secure, settle or otherwise carry positions in Eligible Contracts in the Accounts on behalf of Member and other Market Professionals. Member acknowledges and understands that the Commodity Futures Trading Commission ("CFTC") has, by order, rendered inapplicable the provisions of the Commission's Regulations (including, but not limited to, §§ 1.20(a), 1.22 and 1.24), to the extent that such regulations would prohibit the commingling and use of Member's property as provided in this paragraph, and Member acknowledges that such property will be treated in a manner consistent with applicable orders of the CFTC. Member further acknowledges and agrees that such property held on his behalf by Clearing Member will be customer property received by a futures commission merchant ("FCM") to be accounted for, treated and dealt with by such FCM in a manner consistent with Section 4d of the Commodity Exchange Act ("CEA").

4. Member agrees that in the event of the bankruptcy, liquidation, or receivership of or other proceeding involving the distribution of funds held by Clearing Member: (i) Member's claims against Clearing Member with respect to Member's positions in the Accounts and all money, securities and property received with respect thereto, shall be subject to the distributional convention established in Appendix B to Part 190 of the CFTC's Regulations, a copy of which is attached hereto as Exhibit 1; (ii) positions in the Accounts and all cash, securities and other property carried in respect thereof shall not be "customer property" for the purposes of the federal securities laws (to extent necessary to effect cross-margining in accordance with the applicable orders of the CFTC), or for purposes of Subchapter III of Chapter 7 of the Bankruptcy Code ("Subchapter III") or the Securities Investors Protection Act of 1970 ("SIPA"), and will not be claimed as such, and shall be "customer property" for purposes of the CEA, Subchapter IV of Chapter 7 of the Bankruptcy Code and Part 190 of the

Regulations of the CFTC; and (iii) any claim asserted by it against Clearing Member arising out of or based upon the Accounts, to the extent that such claim would otherwise represent a claim against or be payable from "customer property" as defined in Subchapter III or SIPA, shall be subordinated to the claims of all other customers, as the term "customer" is defined in Subchapter III or SIPA.

5. Member hereby grants to the Clearing Organizations jointly a lien on, security interest in, and right of setoff against (i) the Accounts and all property carried therein or held in respect thereof including, without limitation, Eligible Contracts from time to time purchased or carried in any of the Accounts, (ii) all cash, securities and other property deposited with or held by the Clearing Organizations as margin in respect thereof, and (iii) all proceeds of any of the foregoing (such accounts and all such contracts, margin and proceeds hereinafter referred to collectively as "Collateral"), as security for the obligations of the Clearing Member to either or both of the Clearing Organizations in respect of the Accounts. Member represents and warrants that as of the date of this Agreement, there is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and agrees that it shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of Clearing Member in the Collateral that is subordinate to the interest of the Clearing Organizations.

6. Member acknowledges that in the event of the suspension of Clearing Member in accordance with the rules of the Clearing Organizations, respectively, it shall be within the sole discretion of the Clearing Organizations to determine whether to transfer or liquidate Member's positions in the Accounts.

7. An executed counterpart of this Agreement shall be filed with the Clearing Organizations. Member and Clearing Member agree not to modify, amend or terminate this Agreement without the prior written consent of the Clearing Organizations, and further agree not to modify this Agreement by any other instrument unless the approval of the Clearing Organizations is noted thereon.

8. This Agreement shall become effective upon the later of execution of this Agreement,

or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

FOR CORPORATIONS/PARTNERSHIPS

FOR INDIVIDUAL/JOINT ACCOUNTS
(All account participants must sign)

Print Name of Corporation or Partnership

Signature Date

Authorized Signature Date

Signature Date

Print Name and Title

Signature Date

Print Name of Clearing Member

Signature Date

Title

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APPENDIX II

**THE OPTIONS CLEARING CORPORATION
CHICAGO MERCANTILE EXCHANGE INC.**

**MARKET PROFESSIONAL'S AGREEMENT
FOR CROSS-MARGINING**

(Affiliated Clearing Members)

_____ ("Member"), _____
("Clearing Member"), a clearing member maintaining a cross-margined non-proprietary account at
The Options Clearing Corporation and _____ ("Clearing Member"), a
clearing member maintaining a cross-margined non-proprietary account at Chicago Mercantile
Exchange Inc. ("CME") hereby enter into this Agreement to provide for cross-margining certain of
Member's positions held at one Clearing Organization with certain of Member's positions held at the
other Clearing Organization, as set forth below. As used in this Agreement, the term "Clearing
Organizations" means OCC and CME.

1. Member represents and warrants that it is a market-maker, specialist or registered trader as
defined in OCC's rules and by-laws or a member of the CME or a firm owning a membership on the
CME (a "Market Professional"), and that it trades for its own account contracts cleared by each of the
Clearing Organizations that have been designated as eligible for cross-margining by them ("Eligible
Contracts").

2. Clearing Members acknowledge and understand that Member desires them to clear and
maintain some or all of Member's positions in Eligible Contracts in their respective cross-margined
non-proprietary accounts ("Accounts") at the Clearing Organizations, which are subject to the terms

and conditions of the Non-Proprietary Cross-Margin Account Agreement and Security Agreement among Clearing Members and the Clearing Organizations, a copy of which is attached hereto as Exhibit A. Member agrees that its positions in Eligible Contracts in the Accounts may be carried in Member's name on the books of the Clearing Member of the Clearing Organization that is the obligor with respect to the particular contract, and that, alternatively, all of its positions in the Accounts may be carried in Member's name on the books of one Clearing Member only. In the event that all of Member's positions are carried in Member's name on the books of one Clearing Member only, that Clearing Member may in turn carry Member's positions in certain Eligible Contracts in an omnibus account on the books of the other Clearing Member. In the event that Member's positions are carried in Member's name on the books of one Clearing Member only, Member's rights in respect of all positions and transactions in the Accounts shall be against such Clearing Member. Notwithstanding the foregoing, Member agrees that Clearing Members may, at any time and in their sole discretion, determine to clear and/or maintain any one or group of such positions in accounts at the Clearing Organizations other than the Accounts.

3. Member agrees that its positions in the Accounts, all margin held by the Clearing Organizations in respect thereof, and all proceeds of any of the foregoing, may be commingled with the positions and property of other Market Professionals who clear through the Clearing Members and have elected cross-margining. Member further agrees that its property may be used by the Clearing Members to purchase, margin, secure, settle or otherwise carry positions in Eligible Contracts in the Accounts on behalf of Member and other Market Professionals. Member acknowledges and understands that the Commodity Futures Trading Commission ("CFTC") has, by order, rendered inapplicable the provisions of the Commission's Regulations (including, but not limited to, §§1.20(a), 1.22 and 1.24), to the extent that such regulations would prohibit the commingling and use of Member's property as provided in this paragraph, and Member acknowledges that such property will be treated in a manner consistent with applicable orders of the CFTC. Member further acknowledges and agrees that such property held on its behalf by Clearing Members will be customer property received by a futures commission merchant ("FCM") to be

accounted for, treated and dealt with by such FCM in a manner consistent with Section 4d of the Commodity Exchange Act ("CEA").

4. Member agrees that in the event of the bankruptcy, liquidation, or receivership of or other proceeding involving the distribution of funds held by either Clearing Member: (i) Member's claims against such Clearing Member, if any, with respect to Member's positions in the Accounts and all money, securities and property received with respect thereto, shall be subject to the distributional convention established in Appendix B to Part 190 of the CFTC's Regulations, a copy of which is attached hereto as Exhibit 1; (ii) positions in the Accounts and all cash, securities and other property carried in respect thereof shall not be "customer property" for purposes of the federal securities laws (to the extent necessary to effect cross-margining in accordance with applicable orders of the CFTC), or for the purposes of Subchapter III of Chapter 7 of the Bankruptcy Code ("Subchapter III") or the Securities Investor Protection Act of 1970 ("SIPA"), and will not be claimed as such, and shall be "customer property" for purposes of the CEA, Subchapter IV of Chapter 7 of the Bankruptcy Code and Part 190 of the Regulations of the CFTC; and (iii) any claim asserted by it against either Clearing Member arising out of or based upon the Accounts, to the extent that such claim would otherwise represent a claim against or be payable from "customer property" as defined in Subchapter III or SIPA, shall be subordinated to the claims of all other customers, as the term "customer" is defined in Subchapter III or SIPA.

5. Member hereby grants to the Clearing Organizations jointly a lien on, security interest in, and right of setoff against (i) the Accounts and all property carried therein or held in respect thereof including, without limitation, all Eligible Contracts from time to time purchased or carried in either of the Accounts, (ii) cash, securities and other property deposited with all held by the Clearing Organizations in respect thereof, and (iii) all proceeds of any of the foregoing (such accounts and all such contracts, margin and proceeds hereinafter referred to collectively as "Collateral"), as security for the obligations of the Clearing Member carrying the Account to the Clearing Organizations in respect of the Account. Member represents and warrants that as of the date of this Agreement, there

is no outstanding lien on or security interest in the Collateral except as provided in the rules of the Clearing Organizations, and agrees that it shall not grant or permit to be created any other lien on or security interest in the Collateral without the express written consent of the Clearing Organizations; provided, however, that the foregoing prohibition shall not apply to any interest of either Clearing Member in the Collateral that is subordinate to the interest of the Clearing Organizations.

6. Member acknowledges that in the event of the suspension of a Clearing Member in accordance with the rules of the Clearing Organization of which such Clearing Member is a member, it shall be within the sole discretion of the Clearing Organizations to determine whether to transfer or to liquidate Member's positions in the Accounts.

7. An executed counterpart of this Agreement shall be filed with the Clearing Organizations. Member and each Clearing Member agree not to modify, amend or terminate this Agreement without the prior written consent of the Clearing Organizations, and further agree not to modify this Agreement by any other instrument unless the approval of the Clearing Organizations is noted thereon.

8. This Agreement shall become effective upon the later of execution of this Agreement, or on the receipt of all necessary regulatory approvals from the Securities and Exchange Commission and the Commodity Futures Trading Commission.

FOR CORPORATIONS/PARTNERSHIPS

FOR INDIVIDUAL/JOINT ACCOUNTS
(All account participants must sign)

Print Name of Corporation or Partnership

Signature Date

Authorized Signature Date

Signature Date

Print Name and Title

Signature Date

Print Name of Clearing Member

Print Name of Clearing Member

Authorized Signature Date

Authorized Signature Date

Print Name and Title

Print Name and Title

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