

## Exhibit 5

Additions underlined

Deletions [bracketed]

## Rule 2.11 DE Route as Outbound Router

(a) No change.

(1)-(3) No change.

(4) DE Route will not engage in any business other than (a) its Outbound Router function, (b) its Inbound Router function as described in Rule 2.12, (c) its usage of an error account in accordance with paragraph (a)(7), below, and [(c)] (d) any other activities it may engage in as approved by the Commission.

(5) No change.

(6) The Exchange or DE Route may cancel orders as either deems to be necessary to maintain fair and orderly markets if and when systems, technical or operational issues occur at the Exchange, DE Route or a Trading Center. The Exchange or DE Route shall provide notice of the cancellation of orders to affected Members as soon as practicable.

(7) DE Route shall maintain an error account for the purpose of liquidating an error position acquired in connection with its role as an Outbound Router when such position, in the judgment of DE Route subject to the factors described herein, cannot be fairly and practicably assigned to one or more Members in its entirety. An error position can be acquired as a result of systems, technical or operational issues experienced by DE Route, by the Exchange or by a Trading Center to which DE Route directed an outbound order.

DE Route shall consider the following factors in determining whether an error position can be fairly and practicably assigned to one or more Members: (i) whether DE Route has accurate and sufficient information to assign the entire amount of an error position to all affected Members; and (ii) whether DE Route is able to evaluate available information in order to assign the entire amount of an error position to all affected Members by the first business day following the trade date on which the error position was established.

When, as and if DE Route determines to acquire an error position into the error account, DE Route shall liquidate such error position as soon as practicable. In liquidating such error position, DE Route shall: (i) provide complete time and price discretion to a third-party broker-dealer to liquidate such error position, and DE Route shall not attempt to exercise any influence or control over the

timing or method of trading to liquidate such position; and (ii) establish and implement written policies and procedures in accordance with this paragraph (a)(7) that are reasonably designed to restrict the flow of confidential and proprietary information associated with the liquidation of the error position between the Exchange and DE Route, on one hand, and the third-party broker-dealer, on the other.

If DE Route determines that an error position can be assigned to one or more Members by the first business day following the trade date on which the error position was incurred, then DE Route will: (i) assign the entire amount of the error position to all affected Members, and (ii) make and keep records to document the rationale for the assignment to such Members. DE Route shall also make and keep records of the factors considered in determining to acquire an error position into the error account. Such determinations and assignments shall be made in a non-discriminatory fashion. In addition, DE Route shall make and keep records associated with the liquidation of the error position through a third-party broker-dealer.

(b) No change.

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