Exhibit 5

Additions are underlined; deleted text is [in brackets]

RULES OF CHICAGO STOCK EXCHANGE, INC.

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ARTICLE 1.

Definitions and General Information

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Rule 1. Definitions

Whenever and wherever used in these Rules, unless the context requires otherwise, the following terms shall have the respective meanings ascribed to them below:

a. – gg. Unchanged

hh. "Bona Fide Error" means:

(1) the inaccurate conveyance or execution of any term of an order, including, but not limited to, price, number of shares or other unit of trading; identification of the security; identification of the account for which securities are purchased or sold; lost or otherwise misplaced order tickets; or the execution of an order on the wrong side of a market;

(2) the unauthorized or unintended purchase, sale, or allocation of securities, or the failure to follow specific client instructions;

(3) the incorrect entry of data into relevant systems, including reliance on incorrect cash positions, withdrawals, or securities positions reflected in an account; or

(4) a delay, outage, or failure of a communication system used to transmit market data prices or to facilitate the delivery or execution of an order.

ii. "Stock-Option": a combination order where at least one component is a cross order for a stated number of units of an underlying or related security coupled with the purchase or sale of options contract(s) on the opposite side of the market representing at least the same number of units as the underlying or related security portion of the order.

jj. "Stock-Future": a combination order where at least one component is a cross order for a stated number of units of an underlying or a related security coupled with the purchase or sale of futures contract(s) on the opposite side of the market representing at least the same number of units of the underlying or related security portion of the order.

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ARTICLE 20.

Operation of the CHX Matching System

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Rule 9. Cancellation or Adjustment of Bona Fide Error Trades[Transactions]

(a) *Generally*. A trade executed on the Exchange[transaction made] in "Bona Fide Error," as defined under Article 1, Rule 1(hh), [demonstrable error and cancelled by both parties]may be [unwound]cancelled or adjusted pursuant to this Rule, subject to the approval of the Exchange.

[(b) Cancellation of stock-option orders. (1) Unless otherwise expressly permitted by the Exchange's rules, a trade representing the execution of the stock leg of a stock-option order may be cancelled at the request of all Participants that are parties to that trade if (i) market conditions in any of the non-Exchange market(s) prevent the execution of the option leg(s) at the price agreed upon by the parties to the options leg, or (ii) the options leg(s) is cancelled by the exchange on which it was executed.

(2) For purposes of this Rule, a "stock-option order" is an order to buy or sell a stated number of units of an underlying or a related security coupled with either (i) the purchase or sale of option contract(s) on the opposite side of the market representing either the same number of units of the underlying or related security or the number of units of the underlying security necessary to create a delta-neutral or delta-hedged position or (ii) the purchase or sale of an equal number of put and call option contracts, each having the same exercise price, expiration date and each representing the same number of units of stock as, and on the opposite side of the market from, the underlying or related security portion of the order.

(3) The Participant acting as broker on the trade must maintain records sufficient to establish that market conditions in a non-Exchange market prevented the execution of the option leg(s) or that the option leg(s) was cancelled by the exchange on which it was executed.

(4) The Participant acting as broker on the trade must identify each stock-option order, notify the parties to the order that the order may be cancelled as permitted above, and identify the reason that the trade was cancelled.

(5) Failure to comply with the provisions of this section shall be considered conduct inconsistent with just and equitable principles of trade and a violation of Article 9, Rule 2.

(6) Any transactions cancelled pursuant to the provisions of this section must be identified by a special trade indicator.]

(b) *Participant requirements.* The Exchange may approve a request for a trade cancellation or adjustment pursuant to this Rule and take the corrective action(s) necessary to effectuate such a cancellation or adjustment, provided that the following items are submitted to the Exchange, in a form prescribed by the Exchange, by the Participant that submitted the erroneous trade. The requirements of paragraph (b) must be complied with, to the satisfaction of the Exchange, *before* a trade cancellation or adjustment pursuant to this Rule may be approved or any corrective action may be taken. The Exchange shall have sole discretion in determining whether the requirements of this Rule have been satisfied.

> (1) *Timely written request.* The Participant that submitted the erroneous trade shall submit a written request for cancellation or adjustment, including all information and supporting documentation required by this Rule, including a Trade Error Report, no later than 4:30 p.m. CST on T+1. The Exchange will retain a copy of the written request, information, and supporting documentation. In extraordinary circumstances, a cancellation or adjustment may be requested and effected after T+1, with the approval of an officer of the Exchange;
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> (2) *Bona Fide Error*. The Participant that submitted the erroneous trade shall identify the error that is a "Bona Fide Error," as defined under Article 1, Rule 1(hh), and the source of the Bona Fide Error. The Participant shall also provide supporting documentation showing the objective facts and circumstances concerning the Bona Fide Error, such as the original terms of the order or a record of the misconveyance of terms; and
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> (3) *All parties consent.* The Exchange shall verify that the cancellation or adjustment is requested by all parties involved in the Bona Fide Error trade (or by an authorized agent of those parties). The Participant that submitted the erroneous trade shall provide supporting documentation evidencing this consent.

(c) *Exchange validation of an adjustment.* A trade adjustment shall only be made to the extent necessary to correct the Bona Fide Error. Prior to approving an adjustment, the Exchange shall ascertain that the adjusted trade could have been executed in the Matching System at the time the trade was initially executed, in compliance with all applicable CHX and SEC rules. If approved, the trade adjustment shall be accepted, recorded and submitted to a Qualified Clearing

Agency, without regard to orders residing in the Matching System at the time the adjustment is made.

(d) *Corrective action(s) by the Exchange only.* If the Exchange approves a request for a trade cancellation or adjustment, any corrective action(s) necessary to effectuate the cancellation or adjustment, including corrective entries into the Exchange's records and/or corrective clearing submissions to a Qualified Clearing Agency, shall be taken solely by the Exchange operations personnel.

(e) Failure to comply with the provisions of this Rule shall be considered conduct inconsistent with just and equitable principles of trade and a violation of Article 9, Rule 2.

• • • *Interpretations and Policies:*

.01 This Rule shall only apply to Bona Fide Errors committed by the Participant that submitted the erroneous trade or the customer of the Participant that submitted the erroneous trade.

Rule 9A Error Correction Transactions

(a) *Participant Requirements.* A Participant may submit an Error Correction Transaction ("ECT") to remedy the execution of customer orders that have been placed in error, provided that the following requirements are satisfied:

(1) The erroneous transaction was the result of a "Bona Fide Error," as defined under Article 1, Rule 1(hh);

(2) The Bona Fide Error is evidenced by objective facts and circumstances and the Participant maintains documentation of such facts and circumstances;

(3) The Participant recorded the ECT in its error account;

(4) The Participant established, maintained, and enforced written policies and procedures that were reasonably designed to address the occurrence of errors and, in the event of an error, the use and terms of an ECT to correct the error in compliance with this Rule; and

(5) The Participant regularly surveiled to ascertain the effectiveness of its policies and procedures to address errors and transactions to correct errors and took prompt action to remedy deficiencies in such policies and procedures.

(b) *ECT trade-through exemption.* An ECT may execute without the restrictions of the trade-through prohibition of Rule 611, provided that the ECT is marked with a special Bona Fide Error trade indicator. This exemption applies only to the ECT itself and does not, for example, apply to any subsequent trades made by a Participant to eliminate a proprietary position connected with the ECT.

(c) Failure to comply with the provisions of this Rule shall be considered conduct inconsistent with just and equitable principles of trade and a violation of Article 9, Rule 2.

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Rule 11. Cancellation or Adjustment of Stock Leg Trades

(a) *Generally*. Unless otherwise expressly prohibited by the Exchange's rules, a trade representing the stock leg of a Stock-Option combination order, as defined under Article 1, Rule 1(ii) or a Stock-Future combination order, as defined under Article 1, Rule 1(jj), may be subject to cancellation or adjustment by the Exchange pursuant to this Rule, if the stock leg trade was marked by a special trade indicator when it was originally submitted to the Matching System. If the stock leg trade was not originally marked by a special trade indicator, the trade shall not be eligible for cancellation or adjustment, notwithstanding compliance with the other requirements of this Rule.

(b) *Cancellation of Stock Leg Trade*

(1) *Requirements*. The Exchange may approve a request to cancel a stock leg trade that was originally marked by a special trade indicator and take the corrective action(s) necessary to effectuate such a cancellation, provided that the following items are submitted to the Exchange, in a form prescribed by the Exchange, by the Participant that submitted the stock leg trade. The requirements of this paragraph (b) must be complied with to the satisfaction of the Exchange, *before* a stock leg trade cancellation pursuant to this Rule may be approved or any corrective action may be taken. The Exchange shall have sole discretion in determining whether the requirements of this Rule have been satisfied.

(A) *Timely written request*. The Participant that submitted the stock leg trade shall submit a written request for cancellation, including all information and supporting documentation required by this Rule, no later than 4:30 p.m. CST on T+1. The Exchange will retain a copy of the written request, information and supporting documentation. In extraordinary circumstances, a cancellation may be requested and effected after T+1, with the approval of an officer of the Exchange;

(B) *Qualified Cancellation Basis*. The Participant that submitted the stock leg trade must identify the Qualified Cancellation Basis, as defined under paragraph (b)(2). The Participant shall also provide and maintain supporting documentation showing the objective facts and circumstances supporting the Qualified Cancellation Basis; and

(C) *All parties consent*. The Exchange shall verify that the cancellation is requested by all parties involved in the stock leg trade (or by an authorized agent of those parties). The Participant that submitted the stock leg trade shall provide supporting documentation evidencing this consent.

(2) *Qualified Cancellation Basis*. A stock leg trade may only be cancelled for one or more of the following reasons:

(A) A non-stock leg executed at a price/quantity or was adjusted to a price/quantity other than the price/quantity originally agreed upon by all of the parties to the Stock-Option or Stock-Future order;

(B) A non-stock leg could not be executed; or

(C) A non-stock leg was cancelled by the exchange on which it was executed.

(c) *Adjustment of Stock Leg Trade*

(1) *Requirements*. The Exchange may approve a request to adjust a stock leg trade that was originally marked by a special trade indicator and take the corrective action(s) necessary to effectuate such an adjustment, provided that the following items are submitted to the Exchange, in a form prescribed by the Exchange, by the Participant that submitted the stock leg trade. The requirements of this paragraph (c) must be complied with to the satisfaction of the Exchange *before* a stock leg trade adjustment pursuant to this Rule may be approved or any corrective action may be taken. The Exchange shall have sole discretion in determining whether the requirements of this Rule have been satisfied.

(A) *Timely written request*. The Participant that submitted the stock leg trade shall submit a written request for adjustment, including all information and supporting documentation required by this Rule, no later than 4:30 p.m. CST on T+1. The Exchange will retain a copy of the written request, information, and supporting documentation. In extraordinary circumstances, an adjustment may be requested and effected after T+1, with the approval of an officer of the Exchange;

(B) *Qualified Adjustment Basis*. The Participant that submitted the stock leg trade shall identify the Qualified Adjustment Basis, as defined under paragraph (c)(2). The Participant shall also provide and maintain supporting documentation showing the objective facts and circumstances supporting the Qualified Adjustment Basis;

(C) *All parties consent*. The Exchange shall verify that the adjustment has been consented to by all parties involved in the stock leg trade (or by an authorized agent of those parties). The Participant that submitted the stock leg trade shall provide supporting documentation evidencing this consent; and

(D) *Additional Documentation*. The Participant that submitted the stock leg trade shall submit a proposed Adjusted Stock Price or Adjusted Stock Quantity, as detailed under paragraph (c)(3).

(2) *Qualified Adjustment Basis*. A stock leg trade may only be adjusted if a non-stock leg executed at a price/quantity or was adjusted to a price/quantity other than the price/quantity originally agreed upon by all of the parties to the Stock-Option or Stock-Future order.

(3) *Proposed Adjustment(s)*. The Participant that submitted the stock leg trade may request only one of the following adjustments per Stock-Option or Stock-Future order. Pursuant to paragraph (c)(1)(D), the Participant shall provide the applicable information and calculations to the Exchange in a form prescribed by the Exchange:

(A) *Adjusted Stock Price*. Where a non-stock leg executed at a price or was adjusted to a price other than the price originally agreed upon by all of the parties to the Stock-Option or Stock-Future order and the parties wish to maintain the original aggregate cash flow of the Stock-Option or Stock-Future order, the Participant that submitted the stock leg trade must submit:

(i) the aggregate cash flow of the Stock-Option or Stock-Future order based on trade prices had it been fully executed at the original terms agreed upon by all of the parties to the Stock-Option or Stock-Future order, prior to any component trade having been executed;

(ii) the actual aggregate cash flow of the executed non-stock leg(s);

(iii) the Comparable Stock Price ("CSP") for the stock leg which would result in exactly the same aggregate cash flow as indicated under subparagraph (i);

(iv) the proposed Adjusted Stock Price ("ASP") that comports with the following formula:

$$\textbf{(CSP – \$0.015)} \leq \textbf{ASP} \leq \textbf{(CSP + \$0.015)}$$

(B) *Adjusted Stock Quantity*. Where a non-stock leg executed at a quantity or was adjusted to a quantity other than the quantity originally agreed upon by all of the parties to the Stock-Option or Stock-Future order, the Participant that submitted the stock leg trade must submit:

(i) the original hedge ratio agreed upon by all the parties to the Stock-Option or Stock-Future order, prior to any component trade having been executed;

(ii) the proposed Expected Stock Quantity ("ESQ") that maintains the original hedge ratio; and

(iii) the proposed Adjusted Stock Quantity ("ASQ") that comports with the following formula:

$$\mathbf{98.5\%\ ESQ \leq ASQ \leq 101.5\%\ ESQ}$$

(C) *Adjusted Stock Quantity (Stock-Option trade only).* Where an options leg executed at a price or was adjusted to a price other than the price originally agreed upon by all of the parties to the Stock-Option order and the parties wish to maintain the original delta-based hedge ratio, the Participant that submitted the stock leg trade must submit:

(i) the delta used to calculate the size of the original stock leg trade ("Δ_1");

(ii) the proposed delta associated with the ASP ("Δ_2");

(iii) the proposed ESQ based on the following formula:

$$\mathbf{ESQ = (Original\ Stock\ Leg\ Quantity\ x\ \Delta_2)/\Delta_1}$$

(iv) the proposed ASQ that comports with the following formula:

$$\mathbf{98.5\%\ ESQ \leq ASQ \leq 101.5\%\ ESQ}$$

(4) *Exchange validation of an adjustment.* A stock leg trade adjustment shall only be made to the extent that the requirements of this paragraph (c) are satisfied. Prior to approving an adjustment, the Exchange shall ascertain that the adjusted stock leg trade could have been executed in the Matching System at the time the trade was initially executed, in compliance with all applicable CHX and SEC rules. If approved, the trade adjustment shall be accepted, recorded and submitted to a Qualified Clearing Agency, without regard to orders residing in the Matching System at the time the adjustment is made.

(d) *Corrective action(s) by the Exchange only.* If the Exchange approves a request for a stock leg trade cancellation or adjustment, any corrective action(s) necessary to effectuate the cancellation or adjustment, including, but not limited to, corrective entries into the Exchange's records and/or corrective clearing submissions to a Qualified Clearing Agency, shall be taken by Exchange operations personnel only.

(e) Failure to comply with the provisions of this Rule shall be considered conduct inconsistent with just and equitable principles of trade and a violation of Article 9, Rule 2.

• • • *Interpretations and Policies:*

.01 A Participant requesting a cancellation or adjustment of a stock leg trade pursuant to this Rule may satisfy the requirements of paragraphs (b) or (c) by way of documented attestation from the agent(s) representing the parties to the Stock-Option or Stock-Future trade that contains all information and calculations required by this Rule. The Exchange reserves the right to require documentation in addition to such attestations.

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