

Additions underlined
Deletions [bracketed]

Rules of NYSE Chicago, Inc.

RULE 13 LIABILITY OF DIRECTORS AND EXCHANGE

Rule 13.1. Liability of Directors

Any provision of the Certificate of Incorporation, Bylaws or the Rules of the Exchange that provides or purports to provide that the members of the Board of Directors shall not be liable to the Exchange or its Participants for monetary damages for breach of fiduciary duty as a Manager shall not be applied in any instance in which such liability arises directly or indirectly as a result of a violation of federal securities laws.

Rule 13.2. Liability of Exchange

(a) Except as otherwise expressly provided in these rules, neither the Exchange nor its Directors, officers, committee members, employees or agents shall be liable to the Participants of the Exchange, or successors, representatives or customers thereof, or to persons associated therewith for any loss, expense, damages or claims that arise out of the use or enjoyment of the facilities or services afforded by the Exchange, any interruption in or failure or unavailability of any such facilities or services, or any action taken or omitted to be taken in respect to the business of the Exchange except to the extent such loss, expense, damages or claims are attributable to the willful misconduct, gross negligence, bad faith or fraudulent or criminal acts of the Exchange or its officers, employees or agents acting within the scope of their authority. The limitation of liability set forth in this paragraph shall not apply to violations of federal securities laws.

Without limiting the generality of the foregoing and subject to the same exception, the Exchange shall have no liability to any person for any loss, expense, damages or claims that result from any error, omission or delay in calculating or disseminating any current or closing index value, or any reports of transactions in or quotations for securities traded on the Exchange.

The Exchange makes no warranty, express or implied, as to results to be obtained by any person or entity from the use of any data transmitted or disseminated by or on behalf of the Exchange or any reporting authority designated by the Exchange, including but not limited to reports of transactions in or quotations for securities traded on the Exchange or

underlying securities, or reports index values or related data, and the Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose or use with respect to any such data. The foregoing limitations of liability and disclaimers shall be in addition to, and not in limitation of, any other provisions of the Bylaws and Rules.

(b) Whenever custody of an unexecuted order is transmitted by a Participant to or through the Exchange's order routing systems, electronic book or automatic executions systems or to any other automated facility of the Exchange, excluding the Options Linkage system, whereby the Exchange assumes responsibility for the transmission or execution of the order, provided that the Exchange has received such order, the Exchange's liability for the negligent acts or omissions of its employees or for the failure of its systems or facilities shall not exceed the limits provided in this paragraph, (b), and no assets of the Exchange shall be applied or shall be subject to such liability in excess of the following limits:

(1) As to the aggregate of all claims made by all Participants growing out of the use or enjoyment of the facilities afforded by the Exchange during a single calendar month, the Exchange shall not be liable in excess of the larger of \$500,000, or the amount of the recovery obtained by the Exchange under any applicable insurance maintained by the Exchange.

(c) If all of the claims arising out of the use or enjoyment of the facilities afforded by the Exchange cannot be fully satisfied because in the aggregate they exceed the applicable maximum amount of liability provided for in paragraph (b) above, then such maximum amount shall be allocated among all such claims arising during a single calendar month based on the proportion that each such claim bears to the sum of all such claims.

(d) All claims for compensation pursuant to paragraph (b) of this rule shall be in writing. Written notice of such claims must be submitted no later than noon Eastern Time on the next business day following the day on which the use or enjoyment of the Exchange's facilities gave rise to such claims.

Rule 13.3. Legal Proceedings Against Exchange Directors, Officers, Employees or Agents

No Participant or any other Associated Person shall institute a lawsuit or other legal proceeding against any Directors, officer, employee, agent or other official of the Exchange or any subsidiary of the Exchange, for actions taken or omitted to be taken in connection with the official business of the Exchange or any subsidiary, except to the extent such actions or omissions constitute violations of federal securities laws for which a private right of action exists and except with respect to the Directors of the Exchange, to the extent inconsistent with the Bylaws of the Exchange. This Rule shall not apply to appeals of disciplinary actions or other actions by the Exchange as provided for in the Rules.

Rule 13.4. Exchange's Costs of Defending Legal Proceedings

Any Participant or any other Associated Person who fails to prevail in a lawsuit or other legal proceeding instituted by such person against the Exchange or any of its Directors, officers, committee members, employees or agents, and related to the business of the Exchange, shall pay to the Exchange all reasonable expenses, including attorneys' fees, incurred by the Exchange in the defense of such proceeding, but only in the event that such expenses exceed Fifty Thousand Dollars (\$50,000.00). This provision shall not apply to disciplinary actions by the Exchange, to administrative appeals of Exchange actions or in any specific instance where the Board of Directors has granted a waiver of this Rule.

ARTICLE 3. Participants and Participant Firms

Rule 19. [Limitation of Liability] Reserved

[(a) Neither the Exchange, nor any affiliate of the Exchange, nor any of the directors, officers, committee members, officials, employees, contractors or agents of the Exchange or any of its affiliates shall be liable to Participants or to any persons associated with Participants for any loss, expense, damages or claims arising out of the use of the facilities, systems, services or equipment afforded by the Exchange, or for any interruption in or failure or unavailability of any such facilities, systems, services or equipment, whether or not such loss, expense, damages or claims result or are alleged to result from negligence or other unintentional errors or omissions on the part of the Exchange, its directors, officers, committee members, employees, contractors, agents or other persons acting on its behalf, or from systems failure, or from any other cause within or outside the control of the Exchange. Without limiting the generality of the foregoing, neither the Exchange, nor any subsidiary of the Exchange, nor any of the directors, officers, committee members, officials, employees, contractors or agents of the Exchange or any of its subsidiaries shall have any liability to any person for any loss, expense, damages or claims which result from any inaccuracy, error, omission or delay in, or omission of or from, the collection, calculation, compilation, maintenance or dissemination of any information derived from the Exchange, including but not limited to any current or closing index value or any reports of transactions in or quotations for securities.

(b) The Exchange makes no warranty, express or implied, as to results to be obtained by any person or entity from the use of the Exchange's facilities or services or from the use of any data transmitted or disseminated by or on behalf of the Exchange or any reporting authority designated by the Exchange, including but not limited to, reports of transactions in or quotations for securities traded on the Exchange, or reports of interest rate measures

or index values or related data, and the Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose or use with respect to any such facilities, services or data.

(c) No Participant or person associated with a Participant shall institute a lawsuit or other legal proceeding against the Exchange, an affiliate of the Exchange, or any director, officer, committee member, employee, contractor, agent or other official of the Exchange or any subsidiary of the Exchange, for actions taken or omitted to be taken in connection with the official business of the Exchange or any affiliate of the Exchange, except to the extent such actions or omissions constitute violations of the federal securities laws for which a private right of action exists. This provision shall not apply to appeals of disciplinary actions or other actions by the Exchange as provided for in the Rules.

(d) The provisions of paragraphs (a) through (c) of this Rule shall be in addition to, and not in any way a limitation of, Sec. 5 of Article VI of the Exchange's bylaws.

(e) Any Participant who fails to prevail in a lawsuit or administrative adjudicative proceeding instituted by that Participant against the Exchange or any of its officers, directors, committee members, employees or agents, shall pay to the Exchange all reasonable expenses, including attorneys' fees, incurred by the Exchange in the defense of such proceeding, but only in the event that such expenses exceed Fifty Thousand Dollars (\$50,000.00). This provision shall not apply to internal disciplinary actions by the Exchange or administrative appeals.]
