

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) – (hh)      Unchanged

*[The following paragraphs (ii) – (kk) shall be operative as of December 2, 2013:]*

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### **ARTICLE 20.      Operation of the CHX Matching System**

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#### **Rule 4. Eligible Orders**

(a)      Unchanged

(b)      *Orders Eligible for Entry into the Matching System.* As designated by the Exchange, the general order types, modifiers, and related terms listed under Article 1, Rule 2 may be eligible for entry to and acceptance by the Matching System, at the discretion of the Exchange. Announcements regarding order eligibility under this

paragraph shall be made by the Exchange via Information Memorandum[Regulatory Circular] and will be provided in a manner to give reasonable advance notice to its [market p]Participants.

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### **[Rule 9. Cancellation of Transactions**

***The following Rule 9 shall be operative through December 1, 2013:***

(a) A transaction made in demonstrable error and cancelled by both parties may be unwound, 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.]

### **Rule 9. Cancellation or Adjustment of Bona Fide Error Trades**

*[The following Rule 9 shall be operative as of December 2, 2013:]*

(a) Unchanged

(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.

Bona Fide Error trade adjustments shall be available to Participants at the discretion of the Exchange. Announcements regarding the availability of Bona Fide Error trade adjustments shall be made by the Exchange via Information Memorandum and will be provided in a manner to give reasonable advance notice to its Participants.

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### **Rule 9A. Error Correction Transactions**

*[The following Rule 9A shall be operative as of December 2, 2013:]*

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### **Rule 11. Cancellation or Adjustment of Stock Leg Trades**

*[The following Rule 11 shall be operative as of December 2, 2013:]*

(a) – (b) Unchanged

(c) *Adjustment of Stock Leg Trade*

(1) – (2) Unchanged

(3) *Proposed Adjustment(s)*. The following adjustment options under subparagraphs (A) – (C) shall be available to Participants at the discretion of the Exchange. Announcements regarding the availability of the adjustment options shall be made by the Exchange via Information Memorandum and will be provided in a manner to give reasonable advance notice to its Participants. 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:

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