ICE CLEAR CREDIT EXERCISE PROCEDURES

These ICE Clear Credit Exercise Procedures (these "**Exercise Procedures**") supplement the provisions of Subchapter 26R of the ICE Clear Credit Rules with respect to Index Swaptions.

1. DEFINITIONS

(a) Capitalized terms used but not defined herein will have the meanings specified in the Rules or, if not specified therein, will have the meanings specified or incorporated in the Relevant Index Swaption Untranched Terms Supplement, as applicable.

(b) The following terms shall have the meanings indicated:

The term "**Assignment Block**" has the meaning specified in paragraph 2.2.

The term "**Auto-Exercise Notice"** has the meaning specified in paragraph 2.2(c)(i).

The term "**Auto-Exercise Exclusion Notice"** has the meaning specified in paragraph 2.2(c)(ii).

The term "**Covered Notice**" means an Auto-Exercise Notice, Auto-Exercise Exclusion Notice, Reference Level Specification, Preliminary Swaption Exercise Notice or Swaption Exercise Notice (or any permitted revocation, withdrawal or modification of any such notice under these Exercise Procedures).

The term "**Desk ID**" means the designation of a particular trading desk or other subaccount maintained by the Participant (or, if applicable, Non-Participant Party) with respect to its Index Swaptions and identified to ICE Clear Credit in a manner specified by ICE Clear Credit.

The term "**Electronic Notice**" is a kind of ~~Preliminary Swaption Exercise Notice or Swaption Exercise~~Covered Notice delivered pursuant to the Electronic Notice Process pursuant to paragraph 2.5.

The term "**Electronic Notice Process**" means the process for the electronic delivery and assignment of ~~Preliminary Swaption Exercise Notices or Swaption Exercise~~ Electronic Notices through the Exercise System pursuant to paragraph 2.5.

The term "**Exercise Period**" means the period on the Expiration Date of an Index Swaption during which the Swaption Buyer may deliver a Swaption Exercise Notice to ICE Clear Credit in order to exercise all or part of such Index Swaption in accordance with the Rules. Such period will start at the

Swaption Exercise Start Time and end at the Swaption Exercise Cut-Off Time.

The term "**Exercise System**" has the meaning specified in paragraph 2.5.

The term "**Exercise System Failure**" means (i) any failure of the Exercise System to be fully in operation during the 45 minute period prior to the Swaption Exercise Cut-Off Time or (ii) any other circumstances in which ICE Clear Credit determines that it is unable to process all or a material portion of all ~~Swaption Exercise~~Covered Notices relating to an Index Swaption or Index Swaptions in a timely manner in respect of an Exercise Period, including because of an operational failure of the Exercise System.

The term "**Exercising Party**" means (i) with respect to an Index Swaption carried in the House Account of a Participant as Swaption Buyer, such Participant, and (ii) with respect to an Index Swaption carried in the Client Origin Account of a Participant for a Non-Participant Party as Swaption Buyer, such Non-Participant Party.

The term **"Intrinsic Value"** means the value of an Index Swaption position at expiration, factoring in the Reference Level of the underlying index Contract and without duplication any relevant cash payments and/or physical settlements that may become owed with respect to credit events relating to single name constituent Contracts of the underlying index. For purposes of these Exercise Procedures, Intrinsic Value is considered in per unit notional terms.

The term "**Minimum Intrinsic Value**" means a minimum ~~intrinsic value~~Intrinsic Value below which an Index Swaption position would not be identified as "in the money" for purposes of paragraph 2.2(~~e~~)(~~ii~~c)(i) or 2.8. ICE Clear Credit may from time to time establish a Minimum Intrinsic Value for such purpose and/or permit an Exercising Party to specify a Minimum Intrinsic Value for its Index Swaptions for a relevant ~~Pre-~~Exercise ~~Notification~~ Period ~~or Exercise Period, as applicable~~.

The term "**Party Communication Failure**" means, with respect to a particular Exercising Party, that such Exercising Party is affected by a significant communications or information technology failure (other than an Exercise System Failure) resulting in it being impossible or impractical for such Exercising Party to deliver all or substantially all of its ~~Swaption Exercise~~Covered Notices in accordance with the Electronic Notice Process during the Exercise Period.

The term "**Pre-Exercise Notification Period**" means a period designated pursuant to paragraph 2.2(~~e~~f) commencing after ICE Clear Credit ceases to accept Trades in Index Swaptions and ending at the Swaption Exercise Start Time.

The term "**Reference Level**" means the price of the index Contract underlying an expiring Index Swaption, determined exclusively by ICE Clear Credit, through operation of its index live prices feed process which takes into account time weighted and notional weighted intra-day prices of transactions executed on swap execution facilities. In the event of either (i) the unavailability of swap execution facility transaction data or (ii) the inability of ICE Clear Credit to operate its index live prices feed process to calculate Reference Levels, ICE Clear Credit will calculate Reference Levels, in its sole discretion, using relevant market-observed prices of the underlying index Contract using intra-day market data available to it at the time or the end-of-day price of the underlying index Contract on the Expiration Date established at ICE Clear Credit, and where relevant, also factoring in the last available end-of-day price of each single name constituent Contract of the underlying index Contract with respect to which an Existing Restructuring has occurred. Notwithstanding the foregoing, ICE Clear Credit may permit an Exercising Party to specify its own Reference Level on the applicable Expiration Date solely for the purposes of determining whether its Index Swaption Open Positions are "in the money" for purpose of automatic exercise as set forth herein (a "**Reference Level Specification**"). Acceptance (or non-acceptance) of such Exercising Party generated Reference Level Specification will be at the sole discretion of ICE Clear Credit.

The term "**Swaption Exercise Start Time**" means (i) with respect to an Index Swaption referencing a CDX.NA index, 9:00 a.m., New York time; and (ii) with respect to an Index Swaption referencing an iTraxx Europe index, 9:00 a.m., London time.

The term "**Swaption Exercise Cut-Off Time**" means (i) with respect to an Index Swaption referencing a CDX.NA index, 11:00 a.m., New York time; and (ii) with respect to an Index Swaption referencing an iTraxx Europe index, 4:00 p.m., London time.

2. EXERCISE AND ASSIGNMENT PROCESS

2.1 General

(a) Swaption Exercise Notices by a Participant (or Non-Participant Party) that is a Swaption Buyer shall be delivered only in accordance with the Rules and these Exercise Procedures, notwithstanding anything to the contrary in any Relevant Index Swaption Untranched Terms Supplement.

(b) Subchapter 26R of the Rules and these Exercise Procedures shall prevail over the general timing and process for notices set out in the Rules with respect to Swaption Exercise Notices and assignments thereof.

2.2 Exercise and Assignment

(a) ICE Clear Credit shall, after the time ICE Clear Credit ceases to accept additional Trades in Index Swaptions for clearing on the Business Day prior to the Expiration Date of an Index Swaption, net all Open Positions in the House Account of such Participant with the same Desk ID in such expiring Index Swaption.

(b) ICE Clear Credit shall, after the time ICE Clear Credit ceases to accept additional Trades in Index Swaptions for clearing on the Business Day prior to the Expiration Date of an Index Swaption, net all Open Positions in the Client Origin Account of a Participant with the same Desk ID of an individual Non-Participant Party in such expiring Index Swaption.

~~(c) An Open Position in an Index Option~~(c) (i) In advance of a Swaption Exercise Cut-Off Time, an Exercising Party may elect to auto-exercise all of their expiring Index Swaption Open Positions by submitting to ICE Clear Credit an auto-exercise election notice in the manner specified in these Exercise Procedures ("**Auto-Exercise Notice**"). For an Exercising Party that has properly filed an Auto-Exercise Notice and such Auto-Exercise Notice has not been revoked by the Swaption Exercise Cut-Off Time, ICE Clear Credit will automatically and without further notice or action by the applicable Exercising Party exercise on the Expiration Date in whole each Index Swaption Open Position that is determined by ICE Clear Credit to be "in the money" except as provided in subparagraph 2.2(c)(ii) below. Whether an Index Swaption Open Position is "in the money" will be determined by ICE Clear Credit by using the applicable Reference Level to compute the Index Swaption's Intrinsic Value and then comparing the Intrinsic Value to the applicable Minimum Intrinsic Value. ICE Clear Credit may, if it so announces by notice to Participants in advance of an Exercise Period, determine that all Exercising Parties will be deemed to have given an Auto-Exercise Notice (in which case an Exercising Party that does not wish to have auto exercise apply must revoke the Auto-Exercise Notice by the Swaption Exercise Cut-Off Time).

(ii) With respect to an Exercising Party that has filed (or been deemed to have filed) an Auto-Exercise Notice with ICE Clear Credit, such Exercising Party may elect expiring positions they want excluded from auto exercise on a position-by-position basis through submission of an auto-exercise exclusion notice in advance of the Swaption Exercise Cut-Off Time in the manner specified in these Exercise Procedures ("**Auto-Exercise Exclusion Notice**"). With respect to (x) Index Swaption Open Positions for which no Auto-Exercise Notice has been properly filed (or deemed filed) with ICE

Clear Credit and (y) Index Swaption Open Positions subject to a properly filed Auto-Exercise Exclusion Notice, such expiring Index Swaption Open Positions will be subject to the exercise procedures provided in subsections 2.2(d) through 2.2(j) below. For the avoidance of doubt, subsections 2.2(d) through 2.2(j) below do not apply to Index Swaption Open Positions subject to a properly filed (or deemed filed) Auto-Exercise Notice without a corresponding Auto-Exercise Exclusion Notice.

(iii) In the event an Exercising Party submits (or is deemed to submit) an Auto-Exercise Notice as specified in this paragraph 2.2(c) and also submits a Swaption Exercise Notice as specified in paragraph 2.2(e) with respect to the same expiring Index Swaption Open Position, (A) if the Swaption Exercise Notice is for the full notional amount, ICE Clear Credit shall execute the instructions in the Swaption Exercise Notice and the submitted Auto-Exercise Notice shall not be followed and will be deemed not to apply to such Index Swaption Open Position; and (B) if the Swaption Exercise Notice is for less than the full notional amount, the Auto-Exercise Notice shall apply and ICE Clear Credit shall exercise such Index Swaption Open Position in whole if it is determined to be "in the money" in accordance with paragraph 2.2(c)(i); otherwise, ICE Clear Credit shall execute the instructions in the Swaption Exercise Notice. The Auto-Exercise Notice will continue to apply to other Index Swaption Open Positions of the Exercising Party.

(d) An Open Position in an Index Swaption may be exercised by the Exercising Party during the Exercise Period in whole or in part, in one or more exercises. ICE Clear Credit may require any partial exercise to be in a specified notional amount (such amount, an "**Exercise Block**") or an integral multiple thereof. If not specified, the Exercise Block will be 0.01 in the currency of denomination.

(~~d~~e) In order to exercise an Index Swaption, the Exercising Party must deliver (or be deemed to have delivered) a Swaption Exercise Notice to ICE Clear Credit during the Exercise Period, in the manner specified in these Exercise Procedures, specifying the notional amount being exercised (the "**Exercised Notional Amount**").

(~~e~~) (~~i~~) f) ICE Clear Credit may establish a Pre-Exercise Notification Period in respect of expiring Index Swaptions for a particular Expiration Date. During a Pre-Exercise Notification Period, an Exercising Party may submit to ICE Clear Credit preliminary Swaption Exercise Notices, and modify or withdraw previously submitted Preliminary Swaption Exercise Notices (such notices, as modified or withdrawn, "**Preliminary Swaption Exercise Notices**"). Except under the circumstances described in subparagraph 2.2(~~i~~j)

below, Preliminary Swaption Exercise Notices will not be binding on the Exercising Party or ICE Clear Credit. Preliminary Swaption Exercise Notices are subject to validation as provided in subparagraph (~~f~~g) below.

~~(ii) In connection with (and prior to) any such Pre-Exercise Notification Period, ICE Clear Credit may identify each Exercising Party's "in the money" Index Option Open Positions for the relevant Expiration Date, taking into account any applicable Minimum Intrinsic Value, and submit, on behalf of the Exercising Party, Preliminary Swaption Exercise Notices for all such in the money positions. Without limiting clause (e)(i) above, any such Preliminary Swaption Exercise Notice submitted by ICE Clear Credit for an Exercising Party may be modified or withdrawn by the Exercising Party during the Pre-Exercise Notification Period. Whether an Index Option Open Position is "in the money" will be determined by ICE Clear Credit based on its intrinsic value using the last available end-of-day price for the underlying index Contract prior to the start of the Pre-Exercise Notification Period, and where relevant, also based on the last available end-of-day price prior to the start of the Pre-Exercise Notification Period for any single name constituent Contract of the underlying index with respect to which an Existing Restructuring has occurred.~~

(~~f~~g) Submission by an Exercising Party of a Swaption Exercise Notice during the Exercise Period will be irrevocable and binding on the Exercising Party; provided that ICE Clear Credit may reject any Swaption Exercise Notice that is not validated in accordance with this paragraph. ICE Clear Credit will validate the Swaption Exercise Notice based on the Exercise Block (if applicable), Exercised Notional Amount, and any previous Swaption Exercise Notice submitted for the Index Swaption. ICE Clear Credit considers the following Swaption Exercise Notices to be invalid: a) Swaption Exercise Notices having Exercised Notional Amounts of less than zero, b) Swaption Exercise Notices having Exercised Notional Amounts greater than the notional amount of the Index Swaption, and c) Swaption Exercise Notices for which the Exercised Notional Amount is less than the notional amount of the Index Swaption and is not an integer multiple of the Exercise Block. Once validated by ICE Clear Credit, a Swaption Exercise Notice will be deemed accepted by ICE Clear Credit and binding on ICE Clear Credit and the Exercising Party (and, in the case of a Non-Participant Party, its Participant). ICE Clear Credit will confirm valid Swaption Exercise Notices to the submitting Exercising Party. A Swaption Exercise Notice that is rejected as not valid will be of no effect for purposes of the Rules and these Exercise Procedures. ICE Clear Credit will inform the submitting Exercising Party of invalid Swaption Exercise

Notices that have been rejected. For the avoidance of doubt, following rejection of an invalid notice, an Exercising Party may resubmit a corrected Swaption Exercise Notice within the Exercise Period, subject to compliance with the provisions hereof.

(~~g~~h) If an Exercising Party has submitted a Swaption Exercise Notice with an Exercised Notional Amount less than the notional amount of the Index Swaption (i.e., a partial exercise), it may submit during the Exercise Period a subsequent Swaption Exercise Notice increasing the Exercised Notional Amount. For the avoidance of doubt, an Exercising Party shall not be entitled to reduce the Exercised Notional Amount of a Swaption Exercise Notice once submitted.

(~~h~~i) At intervals within the Exercise Period, ICE Clear Credit may, but will not be obligated to, estimate the notional amount that it will assign to each Open Position in an Index Swaption of a Swaption Seller. Estimated assignments are based on the pro-rata portion of the notional amount of each Open Position in the Index Swaption of a Swaption Seller, relative to the total notional amount of all Open Positions of Swaption Sellers in the Index Swaption. Estimated assignments are made across all Open Positions of Participants that are Swaption Sellers in the relevant Index Swaption (across both the House Account and all Non-Participant Portfolios carried in the Client Origin Account of such Participants). Any such estimates are provided by ICE Clear Credit as a courtesy solely for informational purposes, will not necessarily be consistent with the final assignments made under the Rules and these Exercise Procedures and are not binding on ICE Clear Credit.

(~~i~~j) Notwithstanding paragraph (~~f~~g) above, if an Exercising Party ~~(or ICE Clear Credit on its behalf pursuant to paragraph (e)(ii))~~ has submitted a Preliminary Swaption Exercise Notice in respect of an Index Swaption (and such notice remains in effect as of the end of the Pre-Exercise Notification Period), and did not submit a Swaption Exercise Notice in respect of that Index Swaption or withdraw the Preliminary Swaption Exercise Notice during the Exercise Period, the Exercising Party shall be deemed to have submitted a Swaption Exercise Notice in respect of that Index Swaption with the Exercised Notional Amount specified under such Preliminary Swaption Exercise Notice.

(~~j~~k) After the Exercise Period ends, ICE Clear Credit shall allocate and assign exercised Index Swaptions (including those deemed exercised or exercised through automatic exercise) in accordance with this subsection (k). ICE Clear Credit shall determine final assignments to Open Positions in Index Swaptions of Swaption Sellers. Assignments are based on the pro-rata portion of the

notional amount of each Open Position in the Index Swaption of a Swaption Seller, relative to the total notional amount of all Open Positions of Swaption Sellers in the Index Swaption. Assignments are made across all Open Positions of Participants that are Swaption Sellers in the relevant Index Swaption (across both the House Account and all Non-Participant Portfolios carried in the Client Origin Account of such Participants). Such pro rata portions may be adjusted up or down to maximize the number of assignments that are integer multiples of a notional amount chosen by ICE Clear Credit (such an amount, the **"Assignment Block"**). No assignment for Open Position in Index Swaptions of Swaption Sellers shall be adjusted from the pro rata level by more than one Assignment Block. For the avoidance of doubt, accepted Swaption Exercise Notices are not adjusted.

(~~k~~l) As provided in the Rules, each final assignment to a Participant in respect of its position as a Swaption Seller in an Index Swaption shall constitute the exercise by ICE Clear Credit, as swaption buyer, of such Index Swaption. ICE Clear Credit shall not be required to provide any other exercise notice in respect of such exercise.

(~~l~~m) Promptly following the final assignments, ICE Clear Credit will notify Participants thereof. For this purpose, by 6 p.m. on the Expiration Date, ICE Clear Credit will provide a report (an "**Exercise Report**") to each Participant showing all Open Positions exercised or deemed or automatically exercised by it in respect of its House Account and Client Origin Account and all final assignments to Open Positions in its House Account and Client Origin Accounts in respect of each Index Swaption expiring on such Expiration Date.

2.3 Exercise Limitations

(a) ICE Clear Credit may impose limitations as to the speed, frequency or notional amounts in which an Index ~~Option~~Swaption may be exercised at particular times during the Exercise Period, and may provide for different levels or types of limitations at different times during the Exercise Period.

(b) ICE Clear Credit shall not be responsible for any inability or failure of a Participant or Non-Participant Party to exercise any Index Swaption, in whole or in part~~.~~, or any inability or failure of a Participant or Non-Participant Party to submit an Auto-Exercise Notice, Auto-Exercise Exclusion Notice or Reference Level Specification. Each Exercising Party is responsible for monitoring applicable automatic exercise provisions and pricing levels, submission requirements, exercise limitations and deadlines and for ensuring it has submitted valid Swaption Exercise Notices or taken

other appropriate action in sufficient time to effect all desired exercises or non-exercises of Index Swaptions.

2.4 Party Entitled to Exercise; Non-Participant Parties

(a) Only the Exercising Party with respect to an Index Swaption shall be entitled to provide Auto-Exercise Notices, Auto-Exercise Exclusion Notices, Reference Level Specification, Preliminary Swaption Exercise Notices or Swaption Exercise Notices to ICE Clear Credit in respect thereof. Accordingly, a Participant shall not be entitled to provide ~~a~~an Auto-Exercise Notice, Auto-Exercise Exclusion Notice, Preliminary Swaption Exercise Notice or Swaption Exercise Notice on behalf of Non-Participant Parties for which it carries Index Swaptions. A Non-Participant Party will only be permitted to exercise an Index Swaption in a portfolio belonging to the Non-Participant Party. Each Non-Participant Party acknowledges and agrees that it will be responsible for submitting its own Auto-Exercise Notice, Auto-Exercise Exclusion Notice, Reference Level Specification, Preliminary Swaption Exercise Notices and Swaption Exercise Notices and will not be able to rely on its Participant or ICE Clear Credit to do so on its behalf.

(b) Notwithstanding anything to the contrary in paragraph 2.4(a), a Participant may elect, in furtherance of its rights under Rule 304(c) as a result of a default or termination event with respect to a Non-Participant Party for which it carries an Index Swaption, (i) to exercise such Index Swaption on behalf of the Non-Participant Party for the purpose of liquidating or closing out such position or (ii) to convert such Index Swaption into a House Position.

(c) In furtherance of (and without limiting) Rule 406(k), each Participant shall be required to obtain the agreement of each Non-Participant Party for which it carries an Open Position in Index Swaptions to the provisions of the Rules and Exercise Procedures applicable to Index Swaptions (including this paragraph 2.4) and hereby represents and warrants to ICE Clear Credit that it has obtained such agreement.

(d) Without limiting the obligations of any Exercising Party under the Rules or these Exercise Procedures, ICE Clear Credit may require additional agreements or documentation from Exercising Parties in connection with the exercise of Index Swaptions.

2.5 Electronic Notice Process

(a) ICE Clear Credit will establish an electronic system (the "**Exercise System**") pursuant to which Participants may electronically submit Covered Notices, specifically Auto-Exercise Notices (including

withdrawals or revocations thereof), Auto-Exercise Exclusion Notices (including withdrawals or revocations thereof), Reference Level Specifications (including modifications or withdrawals thereof), Preliminary Swaption Exercise Notices (including modifications and withdrawals thereof) and Swaption Exercise Notices, and pursuant to which Participants will receive from ICE Clear Credit estimated (if any) and final assignments of Swaption Exercise Notices to their Open Positions.

(b) Unless otherwise determined by ICE Clear Credit pursuant to paragraph 2.6 or 2.7 below, ~~Swaption Exercise~~Covered Notices shall only be submitted through the Exercise System pursuant to the Electronic Notice Process. Notices sent through any other means shall be invalid and ineffective.

(c) Electronic Notices will be effective when received in and processed by the Exercise System, pursuant to paragraph 2.2. ICE Clear Credit's records as to the receipt and processing (and time of receipt and processing) of any Electronic Notice shall be conclusive.

2.6 Exercise System Failure

In the event of an Exercise System Failure affecting an Exercise Period, ICE Clear Credit shall give notice thereof to all Participants and shall, at ICE Clear Credit's election, (i) determine that automatic exercise pursuant to paragraph 2.8 below will apply; and/or (ii) take such other action as ICE Clear Credit shall determine to be appropriate to permit Exercising Parties to effectively submit ~~Swaption Exercise~~Covered Notices and to permit ICE Clear Credit to effectively assign ~~Swaption Exercise Notices~~exercised Index Swaptions to other Participants. This provision is without limitation of any other rights or powers of ICE Clear Credit under the Rules.

2.7 Party Communication Failure

If an Exercising Party provides notice to ICE Clear Credit of a Party Communication Failure in respect of an Exercise Period, in circumstances in which paragraph 2.6 does not also apply, ICE Clear Credit shall either (i) follow paragraph 2.2 (including paragraph 2.2(~~i~~ii)) above notwithstanding such Party Communication Failure; or (ii) take such other action as ICE Clear Credit shall determine to be appropriate to permit such Exercising Party to effectively submit ~~Swaption Exercise~~Covered Notices and to permit ICE Clear Credit to effectively assign ~~such Swaption Exercise Notices~~exercised Index Swaptions to other Participants. This provision is without limitation of any other rights or powers of ICE Clear Credit under the Rules.

2.8 Automatic Exercise for Exercise System Failure

(a) If automatic exercise applies pursuant to paragraph 2.6, ICE Clear Credit will automatically and without further notice or action by any Exercising Party exercise on the Expiration Date in whole each Open Position of all Exercising Parties in an Index Swaption that is determined by ICE Clear Credit to be "in the money" on such date, ~~taking into account any applicable Minimum Intrinsic Value. Whether an Index Swaption is in the money will be based on its intrinsic value using relevant market-observed prices for the underlying CDS Contract determined by ICE Clear Credit using the intraday market data available to it at the time, or the end-of-day price of the underlying CDS Contract on the Expiration Date established at any ICE clearinghouse, and where relevant, also based on the last available ICE end-of-day price of each single name constituent Contract with respect to which an Existing Restructuring has occurred. Upon such exercise, ICE Clear Credit shall allocate exercised Index Swaptions in accordance with paragraph 2.2(i).~~by using the applicable Reference Level to compute the Index Swaption's Intrinsic Value and then comparing the Intrinsic Value to the applicable Minimum Intrinsic Value.

(b) Except as provided in subparagraph 2.2(c) and this paragraph 2.8, Index Swaptions will not be automatically exercised on the Expiration Date.

3 RESTRUCTURING SETTLEMENT

3.1 Application

The provisions of this paragraph 3 shall apply in connection with Rule 26R-319(c)(v), where an Existing Restructuring has occurred with respect to a Reference Entity underlying an exercised Index Swaption and the Expiration Date of the Index Swaption occurs on or following the Auction Settlement Date. The provisions of this paragraph 3 may be modified or supplemented by ICE Clear Credit for any particular Existing Restructuring pursuant to a Circular.

3.2 Determination of Settled Portions

With respect to all Relevant CDS Transactions subject to an Existing Restructuring, ICE Clear Credit shall determine the following:

(i) the portion of the aggregate notional amount of Relevant CDS Transactions for which an eligible party timely delivered a credit event notice (the "**Triggered Portion**") and the portion of such aggregate notional amount as to which no such notice was timely delivered (the "**Untriggered Portion**"); and

(ii) with respect to the Triggered Portion, (A) subject to subsection (C), the portion thereof for which the protection buyer delivered the prevailing credit event notice and/or for which the protection buyer delivered the prevailing notice to exercise movement option, if applicable (the "**Buyer Triggered Portion**"); (B) subject to subsection (C), the portion thereof for which the protection seller delivered the prevailing credit event notice and/or for which the protection seller delivered the prevailing notice to exercise movement option, if applicable (the "**Seller Triggered Portion**"); and (C) the portion thereof for which a Movement Option was applicable but for which neither protection buyer nor protection seller delivered a notice to exercise movement option (the "**Unmoved Portion**", and together with the Untriggered Portion, the "**Untriggered/Unmoved Portion**").

"**Relevant CDS Transactions**" shall be those single-name Contracts (including single-name Contracts resulting from an Index CDS Contract or exercised Index Swaption) in the relevant Reference Entity cleared at ICE Clear Credit and such other single-name credit default swap transactions (which may include cleared or uncleared CDS transactions) in such Reference Entity as ICE Clear Credit may specify by Circular from time to time. ICE Clear Credit may exclude from Relevant CDS Transactions those Contracts for which the relevant Matched CDS Buyer and Matched CDS Seller are the same or affiliated entities acting for their House Accounts.

Notwithstanding the foregoing, ICE Clear Credit may establish by Circular a threshold below which the Untriggered/Unmoved Portion for a particular Existing Restructuring will be deemed to be zero for purposes of this paragraph 3.

As used herein, "**Buyer Triggered Percentage**" shall be the Buyer Triggered Portion expressed as a percentage of the total of the Buyer Triggered Portion, Seller Triggered Portion and Untriggered/Unmoved Portion (the "**Total Calculation Amount**"), the "**Seller Triggered Percentage**" shall be the Seller Triggered Portion expressed as a percentage of the Total Calculation Amount, and the "**Untriggered/Unmoved Percentage**" shall be the Untriggered/Unmoved Portion expressed as a percentage of the Total Calculation Amount.

3.3 Settlement with respect to Existing Restructuring under Exercised Index Swaption

With respect to an exercised Index Swaption to which Rule 26R-319(c)(v) applies:

(a) ICE Clear Credit shall determine the cash settlement amount, if any, owed from one party to the other pursuant to Rule 26R-319(c)(v)(2) with respect to the Reference Entity subject to an Existing Restructuring as follows:

The sum of (i) the settlement amount in cash that would be payable pursuant to auction settlement under the 2014 Definitions for CDS transactions in the relevant maturity category applicable to the Buyer Triggered Portion, calculated based on the notional amount under the Index Swaption applicable to such Reference Entity (the "**Relevant Notional Amount**") multiplied by the Buyer Triggered Percentage; and (ii) the settlement amount in cash that would be payable pursuant to auction settlement under the 2014 Definitions for CDS transactions in the relevant maturity category applicable to the Seller Triggered Portion, calculated based on the Relevant Notional Amount multiplied by the Seller Triggered Percentage; provided that the cash settlement amount may be adjusted to take into account applicable fixed payments and accrual rebates, if appropriate, as specified by ICE Clear Credit by Circular.

(b) The notional amount of the Underlying New Trade established pursuant to Rule 26R-319(c)(ii) and (v)(3) shall be the Relevant Notional Amount multiplied by the Untriggered/Unmoved Percentage.