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**MEMBERS AGREEMENT**

**By and among**

**NYSE AMEX OPTIONS LLC  
NYSE AMEX LLC  
NYSE EURONEXT  
BANC OF AMERICA STRATEGIC INVESTMENTS CORPORATION  
BARCLAYS ELECTRONIC COMMERCE HOLDINGS INC.  
CITADEL SECURITIES LLC  
CITIGROUP FINANCIAL STRATEGIES, INC.  
GOLDMAN, SACHS & CO.  
DATEK ONLINE MANAGEMENT CORP.  
UBS AMERICAS INC.**

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**ARTICLE I  
DEFINITIONS**

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“Industry Volume” means, with respect to any period, the product of (x) the aggregate U.S. listed securities option exchange volume of cleared transactions in the Products during such period, as reported by the Options Clearing Corporation, that are executed and cleared during such period multiplied by (y) two (2); provided that the computation of volume for purposes hereof shall exclude (i) the volume of cleared transactions in the Products during trading days on which trading on the Exchange is halted, in aggregate, for sixty (60) minutes or longer (whether on a continuous or non-continuous basis), (ii) the volume of cleared transactions in the Products during a period of time in which the Exchange experienced a bona fide systems problem, and (iii) Strategic Transaction Volume.

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**2.3 Target Calculation.**

(a) In determining whether a Founding Firm has achieved its Individual Target for a Measurement Period, a Founding Firm will receive one credit for each side of a transaction executed through the Exchange that is executed by such Founding Firm

or an Affiliate thereof either for its own proprietary account or for the account of a customer (including, for the sake of clarity, in respect of a trade routed to the Exchange by such Founding Firm where the Founding Firm or an Affiliate thereof does not interact with any part of that order subsequent to such routing). Notwithstanding the foregoing, a Founding Firm shall not be awarded any credits in respect of (i) transactions executed on trading days on which trading on the Exchange is halted, in aggregate, for sixty (60) minutes or longer (whether on a continuous or non-continuous basis), (ii) transactions executed during a period of time in which the Exchange experienced a bona fide systems problem, (iii) transactions in respect of which a Founding Firm or an Affiliate thereof, as applicable, is not permitted to receive compensation pursuant to applicable Law or the execution of which is found by a Governmental Authority or SRO to have constituted a violation of applicable Law, ([ii]iv) Voluntarily Excluded Transactions and ([i]v) Strategic Transaction Volume, and any such transactions shall be excluded for purposes of determining whether a Founding Firm has achieved its Individual Target for a particular Measurement Period.

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#### 2.4 Volume Dispute Committee.

(a) The Company shall establish on the Effective Date a Volume dispute resolution committee (the “Volume Dispute Committee”) that shall be empowered to (i) establish principles for determining whether the Exchange has experienced a bona fide systems problem, and if so, the time period during which it occurred, (ii) establish principles for determining the types of transactions that Founding Firms are not eligible to receive credit for pursuant to Section 2.3(a)(iii), (iii) establish principles for determining how transaction credits should be allocated among Founding Firms or between the Founding Firms (to the extent that such principles are not set forth in this Agreement), ([ii]iv) review and approve the Strategic Volume Transactions and any proposed changes to Schedule 2.1(h), in accordance with Section 2.1(h), and ([i]v) otherwise determine matters with respect to Volume-related disputes that are not the subject of a proceeding by an SRO or other Governmental Authority; provided that disputes relating to (x) whether a specific transaction is eligible for credit under Section 2.3, (y) disputes among Founding Firms or between the Founding Firms related to specific transactions or (z) other matters or disputes related to Volume that could involve the disclosure to other Founding Firms of any non-public information regarding transactions executed by any Founding Firm shall be resolved pursuant to Section 5.1 and not pursuant to this Section 2.4; and provided further that notwithstanding the foregoing, the Volume Dispute Committee shall not resolve disputes related to compliance with applicable Law.