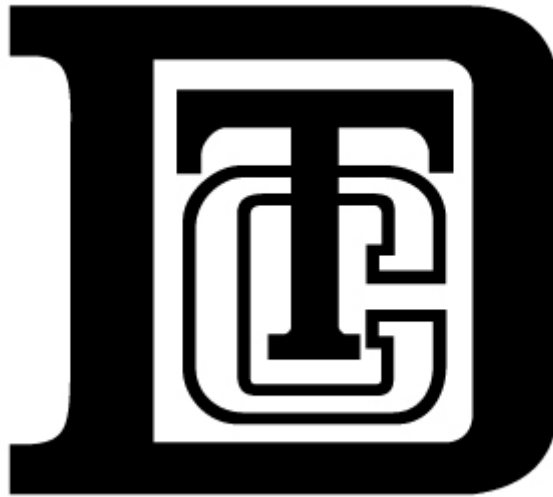


EXHIBIT 5

Bold, Underlined text indicates additions.

~~Bold, Strikethrough~~ text indicates deletions.



RULES

BY-LAWS

ORGANIZATION CERTIFICATE

THE DEPOSITORY TRUST COMPANY

RULE 1

DEFINITIONS; GOVERNING LAW

Section 1. Unless the context requires otherwise, the terms defined in this Rule shall, for all purposes of these Rules, have the meanings herein specified:

Collateral

The term “Collateral” of a Participant, **as used with respect to its obligations to the Corporation, means,** on any Business Day, **means** the sum of (i) the Actual Participants Fund Deposit of the Participant, (ii) the Actual Preferred Stock Investment of a Participant, (iii) all Net Additions of the Participant and (iv) any settlement progress payments wired by the Participant to the account of the Corporation at the Federal Reserve Bank of New York in the manner specified in the Procedures.

Collateral Monitor

The term “Collateral Monitor” of a Participant, **as used with respect to its obligations to the Corporation,** means, **on any Business Day,** the record maintained by the Corporation for the Participant which records, in the manner specified in Procedures, the algebraic sum of (i) the Net Credit or Debit Balance of the Participant and (ii) the aggregate Collateral Value of the Collateral of the Participant.

Collateral Value

The term “Collateral Value”, **as used with respect to the Collateral of a Participant,** means, **on any Business Day,** (i) with respect to the Actual Participants Fund Deposit of a Participant, the amount of such Actual Participants Fund Deposit, (ii) with respect to the Actual Preferred Stock Investment of a Participant, the amount of such Actual Preferred Stock Investment, (iii) with respect to the Net Additions of a Participant, an amount determined by applying to the Market Value of such Net Additions a percentage determined by the Corporation, in its sole discretion, and (iv) with respect to any settlement progress payments wired by a Participant to the account of the Corporation at the Federal Reserve Bank of New York in the manner specified in the Procedures, the amount of such settlement progress payments.

Entitlement Order

The term “Entitlement Order” has the meaning given to the term “entitlement order” in Section 8-102 of the NYUCC. An instruction from a Participant or Pledgee to

the Corporation with respect to a Delivery, Pledge, **Release** or Withdrawal of a Security credited to a Securities Account is an Entitlement Order.

Free Delivery

The term “Free Delivery” means a Delivery free of any payment by the Receiver through the facilities of the Corporation, as provided in ~~Rule 9(A) and~~ Rule 9(B) and as specified in the Procedures.

Free Pledge

The term “Free Pledge” means a Pledge free of any payment by the Pledgee through the facilities of the Corporation, as provided in Section 3 of Rule 2, **Rule 9(B)** and as specified in the Procedures.

Free Release

The term “Free Release” means a Release free of any payment by the Pledgor through the facilities of the Corporation, as provided in **Section 3 of** Rule 2, ~~and~~ Rule 9(B) and as specified in the Procedures.

Lender

The term “Lender” means a bank **or other lender** which has extended credit to the Corporation for purposes authorized by these Rules.

Limited Participant

The term “Limited Participant” means a person approved as a Limited Participant by the Corporation pursuant to Section 1 of Rule 2. **The term “Limited Participant” does not include a Pledgee.**

Pledge

The term “Pledge”:

- (1) for purposes of Rule 4(A), has the meaning specified in Rule 4(A); and

- (2) for all purposes under these Rules, **including for purposes of Rule 4(A)**, means creating **or providing for** a security interest in a Certificated or Uncertificated Security, a Securities Account or a Securities Entitlement in accordance with the NYUCC.

A Pledge may be a Free Pledge or a Pledge Versus Payment, as the context may require.

Pledged Security

The term “Pledged Security”, ~~as used with respect to a Participant,~~ means a Deposited Security which is the subject of **a (i) Free Pledge to a Pledgee in connection with a loan made by the Pledgee (on its own behalf or on behalf of a third party) to the Participant outside the facilities of the Corporation pursuant to an agreement between the Participant, as Pledgor, and the Pledgee or (ii) a Pledge Versus Payment to a Pledgee in connection with a loan made by the Pledgee (on its own behalf or on behalf of a third party) to the Participant through the facilities of the Corporation pursuant to an agreement between the Participant, as Pledgor, and the Pledgee.** **A Pledged Securities Security** shall cease to be such if **they are it is** Released, Delivered or Withdrawn by the Pledgee.

Pledgee

The term “Pledgee” means the Corporation or a Person approved as a Pledgee which has entered into an agreement with the Corporation pursuant to Section 3 of Rule 2, including a Participant which is so approved.

Pledge Versus Payment

The term “Pledge Versus Payment” means a Pledge against a settlement debit to the Account of the Pledgee, as provided in Section 3 of Rule 2, including a Participant which is so approved.

Release

The term “Release” means the release of a Security from **a** Pledge. A “Release” may be a Free Release or a Release Versus Payment, as the context may require.

Release Versus Payment

The term “Release Versus Payment” means a Release against a settlement debit to the Account of the Pledgor, as provided in Rule 2 and Rule 9(B) and as specified in the Procedures.

Securities Account

The term “Securities Account”:

- (1) as used with respect to a Participant or Pledgee, means an account maintained by the Corporation for the Participant or Pledgee to which Securities transactions of the Participant or Pledgee effected through the facilities of the Corporation are debited and credited in the manner specified in **these Rules and** the Procedures; and
- (2) as used with respect to the Corporation, means an internal account of the Corporation to which Securities transactions are debited and credited to the Corporation.

RULE 2

PARTICIPANTS AND PLEDGEEES

Section 2. A Participant or Pledgee which utilizes the services of the Corporation for a another Person ~~which is not a Participant~~ shall, so far as the rights of the Corporation, and other Participants and Pledgees are concerned, be liable as principal.

Section 3. Subject to the By-Laws and these Rules, the services of the Corporation shall be available to banks, trust companies, broker-dealers and other persons approved by the Corporation, which have entered into an agreement with the Corporation satisfactory to it, for the purpose of ~~facilitating loans to Participants and~~ effecting ~~the a~~ Pledge of Deposited Securities ~~to such banks, trust companies, broker-dealers and other Persons held by or for the Corporation for a Participant's account.~~ Such banks, trust companies, broker-dealers and other persons ~~as are~~ approved by the Corporation and that have entered into such an agreement shall be ~~known as~~ Pledgees. A Pledgee may but need not be a Participant. Only a Pledgee which is a Participant may receive a Pledge Versus Payment.
