

Exhibit 5

Additions underlined

Deletions [bracketed]

Rule 2.11 DE Route as Outbound Router

(a) (No change)

(a)(1)-(6) (No change)

(7) DE Route shall maintain an error account for the purpose of liquidating an error position [acquired in connection with its role as an Outbound Router] when such position, in the judgment of the Exchange or DE Route subject to the factors described herein, cannot be fairly and practicably assigned to one or more Members in its entirety. An error position can be acquired [as a] if it results from[of] a systems, technical or operational issue[s] experienced by DE Route, by the Exchange or by a Trading Center to which DE Route directed an outbound order.

(A) For purposes of Rule 2.11(a)(7), an error position shall not include any position that results from an order submitted by a Member to the Exchange that is executed on the Exchange and automatically processed for clearance and settlement on a locked-in basis.

(B) Except as provided in Rule 2.11(a)(7)(C), DE Route shall not (i) accept any position in its error account from an account of a Member, or (ii) permit any Member to transfer any position from the Member's account to DE Route's error account.

(C) If a systems, technical or operational issue results in the Exchange not having valid clearing instructions for a Member's trade, DE Route may assume that Member's side of the trade so that the trade can be automatically processed for clearance and settlement on a locked-in basis.

(D) The Exchange or DE Route shall consider the following factors in determining whether an error position can be fairly and practicably assigned to one or more Members:

- (i) [w]Whether the Exchange or DE Route has accurate and sufficient information to assign the entire amount of an error position to all affected Members; and
- (ii) [w]Whether the Exchange or DE Route is able to evaluate available information in order to assign the entire amount of

an error position to all affected Members by the first business day following the trade date on which the error position was established.

(E) When, as and if the Exchange or DE Route determines to acquire an error position into [the]DE Route's error account, DE Route shall liquidate such error position as soon as practicable. In liquidating such error position, DE Route shall:

- (i) [p]Provide complete time and price discretion to a third-party broker-dealer to liquidate such error position, and DE Route shall not attempt to exercise any influence or control over the timing or method of trading to liquidate such position; and
- (ii) [e]Establish and implement written policies and procedures in accordance with [this paragraph] Rule 2.11(a)(7) that are reasonably designed to restrict the flow of confidential and proprietary information associated with the liquidation of the error position between the Exchange and DE Route, on one hand, and the third-party broker-dealer, on the other.

(F) If the Exchange or DE Route determines, in its judgment subject to the factors described in subparagraph (a)(7)(D) hereof, that an error position can be fairly and practicably assigned to one or more Members in its entirety by the first business day following the trade date on which the error position was incurred, then the Exchange or DE Route will:

- (i) [a]Assign the entire amount of the error position to all affected Members~~[,]~~; and
- (ii) [m]Make and keep records to document the rationale for the assignment to such Members. DE Route shall also make and keep records of the factors considered in determining to acquire an error position into the error account. Such determinations and assignments shall be made in a non-discriminatory fashion. In addition, DE Route shall make and keep records associated with the liquidation of the error position through a third-party broker-dealer.

(b) (No change)

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