

Chapter 806

iTraxx Europe Index Untranching CDS Contracts: Part A

This Part A shall only be used in connection with 2014 Definitions Transactions that are (i) iTraxx Component Transactions or (ii) Restructuring European Single Name CDS Contracts

80601.A SCOPE OF CHAPTER

This Chapter 806: Part A sets forth the terms and conditions of iTraxx Europe Index untranching CDS Contracts (“**iTraxx Europe Index Untranching CDS Contracts**”) and any European single name CDS contract that is deemed created as a New Trade following the occurrence of a previous Restructuring Credit Event in respect of an iTraxx Component Transaction (“**Restructuring European Single Name CDS Contract**”).

80601.A.A. iTraxx Component Transactions

The terms and conditions of each iTraxx Component Transaction that is also a 2014 Definitions Transaction will be the iTraxx Europe Untranching Standard Terms Supplement, as published by Markit Group Limited on or about September 20, 2014 (the “**2014 iTraxx Europe Untranching Terms**”), as supplemented pursuant to the relevant Contract Elections and as supplemented and amended by the provisions of these Rules.

To the extent that the Clearing House determines that the 2014 iTraxx Europe Untranching Terms require amendments in the context of iTraxx Europe Index Untranching CDS Contracts, the Clearing House, acting in a commercially reasonable manner, may make such amendments or modifications to the 2014 iTraxx Europe Untranching Terms as it deems reasonably necessary in order to give effect to the incorporation of the 2014 ISDA Credit Derivatives Definitions in the context of iTraxx Europe Index Untranching CDS Contracts. Each such amendment shall be deemed to take effect in the manner prescribed by the Clearing House in consultation with the CDS RC.

In the event of any inconsistency between the 2014 ISDA Credit Derivatives Definitions, the iTraxx Europe Untranching Terms and the provisions of these Rules, such documents and provisions shall prevail for the purposes of iTraxx Europe Index Untranching CDS Contracts in the following order: first, these Rules; second, the 2014 iTraxx Europe Untranching Terms; and third the 2014 ISDA Credit Derivatives Definitions.

80601.A.B. Restructuring European Single Name CDS Contract

The terms and conditions of each Restructuring European Single Name CDS Contract will be as set out in the definitions and provisions of the 2014 Single Name Cleared Transaction Confirmation and the provisions of these Rules.

In the event of any inconsistency between the 2014 Single Name Cleared Transaction Confirmation and the provisions of these Rules, such documents and provisions shall prevail for the purposes of Restructuring European Single Name CDS Contracts in the following order: first, these Rules; and second, the 2014 Single Name Cleared Transaction Confirmation.

Any reference in the iTraxx Europe Untranching Terms to a Component Transaction shall be deemed to be a reference to a “**iTraxx Component Transaction**”. For the avoidance of doubt and without prejudice to any provisions of these Rules relating to the performance bond requirement, unless a Restructuring Credit Event occurs in respect of an iTraxx Component Transaction, no iTraxx Component Transaction will be fungible with a European single name CDS contract.

80601.A.C. iTraxx Terms and Conditions

iTraxx® and the iTraxx Indices are service marks of International Index Company Ltd. and have been licensed for use by the Clearing House. Each Index specified as applicable to an iTraxx Europe Index

Untranching CDS Contract is the property of International Index Company Ltd. and has been licensed for use in connection with iTraxx Europe Index Untranching CDS Contracts. Without limiting the disclaimers in the iTraxx Europe Index Untranching Terms, the following shall apply to iTraxx Europe Index Untranching CDS Contracts.

Each CDS Participant or CDS Clearing Member acknowledges and agrees that iTraxx Europe Index Untranching CDS Contracts are not sponsored, endorsed or promoted by the Index Sponsor. The Index Sponsor make no representation whatsoever, whether express or implied, and hereby expressly disclaims, all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index and/or the composition of the Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein.

The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of entering into iTraxx Europe Index Untranching CDS Contracts, the ability of the Index to track relevant markets' performances, or otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Index. No party entering into iTraxx Europe Index Untranching CDS Contracts, nor the Index Sponsor, shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Index. Each party acknowledges that the other party or one of its affiliates may be, or may be affiliated with, an Index Sponsor and, as such, may be able to affect or influence the determination, adjustment or maintenance of the Index. The Index Sponsor and its affiliates may deal in any obligations that compose the Index, and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with the issuers of such obligations or their affiliates, and may act with respect to such business as if the Index did not exist, regardless of whether such action might adversely affect the Index or any iTraxx Europe Index Untranching CDS Contract. The Index Sponsor and its affiliates may be in possession of information in relating to components of the Index that may or may not be publicly available or known to any other party, and each party entering into iTraxx Europe Index Untranching CDS Contracts agrees that such iTraxx Europe Index Untranching CDS Contract does not create any obligation on the part of the Index Sponsor or its affiliates to disclose any such information.

80602.A CONTRACT TERMS

80602.A.A. Currency

The settlement currency in respect of iTraxx Europe Index Untranching CDS Contracts and Restructuring European Single Name CDS Contracts shall be euros and the Original Notional Amount in respect of iTraxx Europe Index Untranching CDS Contracts will be specified in euros.

80602.A.B. iTraxx Europe Indices

Each iTraxx Component Transaction that is also a 2014 Definitions Transaction will reference one of the indices (the "iTraxx Indices") specified in a list maintained by the Clearing House on its website as of such time. The "Source of Index Annex" for each iTraxx Europe Index Untranching CDS Contract will be "Publisher". There are no "Excluded Reference Entities."

80602.A.C. Initial Payment

The Initial Payment Amount will be paid to or by the Clearing House on the Initial Payment Date.

80602.A.D. Calculation Agent

The Clearing House will be the sole Calculation Agent for all purposes in relation to iTraxx Europe Index Untranchored CDS Contracts and Restructuring European Single Name CDS Contracts and the Calculation Agent City will be London. References in the 2014 ISDA Credit Derivatives Definitions to the Calculation Agent acting “after consultation with the parties” shall be deemed to be replaced with “after consultation with the parties and/or the CDS RC”. The Calculation Agent may (where it is not otherwise required) consult with the CDS RC in accordance with Chapter 804 in respect of any action it is required to take in connection with an iTraxx Europe Index Untranchored CDS Contract and a Restructuring European Single Name CDS Contract.

Any determination made or other action taken by the Clearing House in its capacity as Calculation Agent in respect of an iTraxx Europe Index Untranchored CDS Contract or a Restructuring European Single Name CDS Contract may be disputed by any CDS Clearing Member by referring the determination or other action to the CDS RC no later than the fifth Clearing Business Day following notification of the relevant determination made or action taken. Any disputed Calculation Agent determination or other action is binding on the applicable parties pending a Determination in respect of such disputed determination or other action. If any such disputed Calculation Agent determination or other action results in a payment being owed by the Clearing House to a CDS Clearing Member for its own account or for the account of a CDS Participant, as applicable, under an iTraxx Europe Index Untranchored CDS Contract or a Restructuring European Single Name CDS Contract, pending a Determination, the performance bond requirement with respect to such iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract, as applicable, will be increased by an amount equivalent to the disputed portion of the payment for so long as such Determination is pending, and the Clearing House, in lieu of paying any such disputed payment to the CDS Clearing Member, may retain such payment in satisfaction of such increased performance bond requirement.

Promptly following a Determination in respect of a disputed Calculation Agent determination or other action, the Clearing House shall, in its capacity as Calculation Agent, make such adjustments and payments as it determines necessary to give effect to the relevant Determination. The Calculation Agent will determine, and notify each affected CDS Clearing Member of, (i) the adjustment payment, if any, that is payable to reflect any change to the amount payable under the relevant iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract, as applicable, whether or not the relevant CDS Contract is still outstanding (the “**Adjustment Amount**”), (ii) the date on which any such Adjustment Amount is payable, which shall be as soon as reasonably practicable following such notification (the “**Adjustment Payment Date**”) and (iii) the party to the relevant iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract that is obliged to pay any such Adjustment Amount (the “**Adjustment Amount Payer**”). The Adjustment Amount Payer shall pay the Adjustment Amount on the relevant Adjustment Payment Date. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

80602.A.E. Fixed Rate

The Fixed Rate in respect of an iTraxx Europe Index Untranchored CDS Contract will be the fixed rate for the relevant iTraxx Europe Index and series as specified by the Index Sponsor on its website or otherwise at the time the relevant iTraxx Europe Index series is established and identified for the relevant iTraxx Europe Index Untranchored CDS Contract pursuant to the relevant Contract Elections.

80602.A.F. Credit Event Backstop Date

Section 1.39 of the 2014 ISDA Credit Derivatives Definitions shall be restated as follows:

“Credit Event Backstop Date” means the date that is 60 calendar days prior to the Credit Event Resolution Request Date. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

80602.A.G. Method for Determining Obligations

Section 3.13 of the 2014 ISDA Credit Derivatives Definitions shall be amended by inserting the words "or the Issue submitted to the CDS RC resulting in the occurrence of the CME Credit Event Resolution Request Date" after the reference to "Credit Event Resolution Request Date".

80602.A.H. Settlement Method

The Settlement Method with respect to both an iTraxx Component Transaction and a Restructuring European Single Name CDS Contract will be Auction Settlement, with clauses (c), (d) and (e) of Section 6.1 of the 2014 ISDA Credit Derivatives Definitions being deemed deleted and replaced with "or (c) an Event Determination Date was determined as a result of a Declaration of Credit Event and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after the date of such Declaration of Credit Event". For the avoidance of doubt, the Fallback Settlement Method will be CME CDS Physical Settlement pursuant to Chapter 805: Part B.

80602.A.I. Declaration of Credit Events

The Clearing House shall issue a declaration of a Credit Event (each, a "**Declaration of Credit Event**") with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract if the CDS RC determines pursuant to Chapter 804 that an event which constitutes a Credit Event for the purposes of such iTraxx Component Transaction or such Restructuring European Single Name CDS Contract has occurred with respect to the Reference Entity applicable to such iTraxx Component Transaction or such Restructuring European Single Name CDS Contract (or Obligation thereof) on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time) and during the Notice Delivery Period (determined by reference to Greenwich Mean Time). The relevant Declaration of Credit Event will be issued as soon as reasonably practicable, but no later than the Clearing Business Day immediately following the date that the CDS RC makes the relevant Determination. A Declaration of Credit Event will be deemed not to have been issued with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract unless (a) the CME Credit Event Resolution Request Date with respect to the relevant Credit Event occurred before the end of the Post Dismissal Additional Period including prior to the Acceptance Date and (b) the Submission Date, or such date as is notified by the Clearing House in consultation with the CDS RC in accordance with Rule 80103.C., occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 14 calendar days following the No Auction Announcement Date, if any, as applicable.

80602.A.J. Event Determination Date

Section 1.16 of the 2014 ISDA Credit Derivatives Definitions shall be amended by:

- (a) the deletion of Section 1.16(a)(i); and
- (b) Section 1.16(a)(ii) shall be deemed to be replaced with "the Credit Event Resolution Request Date, if (a) a DC Credit Event Announcement has occurred or a Declaration of Credit Event has been issued and (b) the Credit Event Resolution Request Date or, where the Credit Event Backstop Date is determined by reference to the CME Credit Event Resolution Request Date, the CME Credit Event Resolution Request Date, has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Clearing Effective Date) and either:".

80602.A.K. Successor Backstop Date

Section 2.1 and Section 2.2(l) of the 2014 ISDA Credit Derivatives Definitions shall be restated as follows:

"Reference Entity" means the entity or entities identified as such in the Index and listed in the Index Annex for the purposes of the iTraxx Europe Index Untranchured CDS Contract or identified as such pursuant to the Index Annex for the purposes of the Restructuring European Single Name CDS

Contract. Any Successor to a Reference Entity either (a) specified in a Declaration of Successor effective on or following the Submission Date in respect of such iTraxx Europe Index Untranchéd CDS Contract, or on or following the date of deemed creation of a Restructuring European Single Name CDS Contract as a New Trade or (b) unless the Index Annex already reflects the applicable Successor or Successors, in respect of which the DC Secretary publicly announces on or following the Submission Date in respect of such iTraxx Europe Index Untranchéd CDS Contract or the deemed creation of a Restructuring European Single Name CDS Contract that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Successor Resolution Request Date, a Successor shall, in each case, with effect from the Successor Date, be the relevant Reference Entity for the relevant iTraxx Component Transaction, Restructuring European Single Name CDS Contract, new iTraxx Component Transaction or new Restructuring European Single Name CDS Contract, as applicable, as determined pursuant to such Section 2.2 of the 2014 ISDA Credit Derivatives Definitions. If the Clearing House determines that a bilateral CDS transaction in respect of an iTraxx Europe Index Untranchéd CDS Contract or a Restructuring European Single Name CDS Contract submitted for clearing would have been subject to a Successor determination but that such Successor determination is not given appropriate effect because of the timing of the applicable Product Reference File updates, the Clearing House shall take such action, if any, as it deems necessary and reasonably practicable, to ensure that such Successor determination is given the effect which the Clearing House determines is appropriate with respect to such iTraxx Europe Index Untranchéd CDS Contract or Restructuring European Single Name CDS Contract, as applicable.

“Successor Backstop Date” means for the purposes of any Successor determination other than in respect of Section 2.2(a)(vii) or in relation to a Declaration of Universal Successor, (A) for purposes of the relevant iTraxx Component Transaction, as determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date (determined by reference to Greenwich Mean Time) or (B) otherwise, the date that is 90 calendar days prior to the earlier of (I) the CME Successor Resolution Request Date and (II) in circumstances where (1) a Successor Resolution Request Date has occurred, (2) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination (3) the CME Successor Resolution Request Date occurs not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

80602.A.L. Declaration of Successor

The Clearing House shall issue a Successor declaration (each, a “**Declaration of Successor**”) or a Universal Successor declaration (with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract if the CDS RC makes a determination pursuant to Chapter 804 in relation to one or more Successors or a Universal Successor with respect to the relevant Reference Entity. The relevant Declaration of Successor will be issued as soon as reasonably practicable but no later than the Clearing Business Day immediately following the date that the CDS RC makes the relevant Determination.

80602.A.M. iTraxx Europe Index Versions

Where, in respect of an iTraxx Europe Index Untranchéd CDS Contract, (a) the Index Sponsor publishes one or more subsequent versions or annexes of the relevant iTraxx Europe Index series following a Credit Event, a Successor determination with respect to a Reference Entity included in such iTraxx Europe Index series, the determination of a Substitute Reference Obligation in respect of a Non-Standard Reference Obligation or publication of a revised SRO List, and (b)(i) in the case of publication of one or more subsequent versions or annexes of the relevant iTraxx Europe Index series following a Credit Event, the Clearing House determines that an Auction Settlement Date has occurred in respect of the relevant iTraxx Component Transaction or the relevant iTraxx Component Transaction has otherwise settled in accordance with the applicable Settlement Method and (ii) in all cases, the Clearing House determines that iTraxx Europe Index Untranchéd CDS Contracts referencing the earlier version or annex of such iTraxx Europe index series are fungible with iTraxx Europe Index Untranchéd CDS Contracts referencing a later version or annex of such iTraxx Europe Index series and so notifies the CDS Clearing Members, iTraxx Europe Index Untranchéd CDS Contracts referencing the earlier version or annex of such iTraxx Europe Index series shall become iTraxx Europe Index Untranchéd CDS

Contracts referencing such later version or annex of such iTraxx Europe Index series on the date determined by the Clearing House (the “**Fungibility Date**”).

80602.A.N. Physical Settlement Matrix Updates

Whenever ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version of the Credit Derivatives Physical Settlement Matrix that is applicable to any Restructuring European Single Name CDS Contract (the “**Existing Matrix**”), and the Clearing House determines that a Restructuring European Single Name CDS Contract referencing the New Matrix would be fungible with a Restructuring European Single Name CDS Contract referencing the Existing Matrix (the date of such determination, the “**Matrix Update Date**”) and so notifies CDS Clearing Members, any such Restructuring European Single Name CDS Contract referencing the Existing Matrix shall, as of the close of business on the Matrix Update Date, become a Restructuring European Single Name CDS Contract referencing the New Matrix.

80602.A.O. De Minimis Cash Settlement

"De Minimis Cash Settlement" under the iTraxx Europe Untranchored Terms shall be deemed not to apply to iTraxx Europe Index Untranchored CDS Contracts.

80602.A.P. Merger of Reference Entity and Seller

Section 11.4 of the 2014 ISDA Credit Derivatives Definitions shall be deemed not to apply to Restructuring European Single Name CDS Contracts.

80602.A.Q. Transaction Type

The Transaction Type in respect of a Restructuring European Single Name CDS Contract will be the Transaction Type specified in the Index Annex that was applicable to the iTraxx Component Transaction in respect of which the Restructuring European Single Name CDS Contract was deemed created following the occurrence of a Restructuring Credit Event.

80602.A.R. NOPS Cut-off Date

Section 8.10(b) of the 2014 ISDA Credit Derivatives Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the CDS RC to resolve that a Credit Event has occurred for which there is Publicly Available Information with respect to such iTraxx Europe Index Untranchored Contracts."

80603.A CONTRACT MODIFICATIONS

80603.A.A. Rules

Except as provided in Rules 80601.A., 80602.A.N., 80603.A.B., 80603.A.C and 80604.A the Clearing House may not amend, modify or make any change to the terms and conditions of an iTraxx Europe Index Untranchored CDS Contract or a Restructuring European Single Name CDS Contract if such amendment, modification or change would, in the CDS RC's determination, (i) reasonably be expected to have a material effect on the mark-to-market price of such iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract, or (ii) materially increase the basis risk of such iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract relative to the over-the-counter agreement equivalent to such iTraxx Europe Index Untranchored CDS Contract or Restructuring European Single Name CDS Contract (any such amendment, modification or change that satisfies (i) or (ii) above, a “**Contract Modification**”) unless the Clearing House provides all CDS Clearing Members at least ten Clearing Business Days' notice prior to the effective date of such Contract Modification (an “**Contract Modification Effective Date**”), provided that,

nothing herein shall affect the Clearing House's ability to add new CDS Products from time to time. In addition, the determination that "Standard Reference Obligation" will be applicable to any iTraxx Component Transaction or Restructuring European Single Name CDS Contract shall not constitute a Contract Modification.

A Contract Modification shall not apply to iTraxx Europe Index Untranchred CDS Contracts or Restructuring European Single Name CDS Contracts that have an Acceptance Date on or prior to the relevant Contract Modification Effective Date and such iTraxx Europe Index Untranchred CDS Contracts or Restructuring European Single Name CDS Contracts may not be offset against other iTraxx Europe Index Untranchred CDS Contracts or Restructuring European Single Name CDS Contracts, as applicable, with an Acceptance Date after such Contract Modification Effective Date.

80603.A.B. Change in Law or Regulation

If any Governmental Authority issues an order, ruling, directive or law that conflicts with the requirements of these Rules (any such order, ruling, directive or law, a "**Change in Law**"), the Clearing House shall propose such changes to these Rules as are necessary to reflect the application of such Change in Law, while minimizing to the extent reasonably practicable the economic effect of such Rule changes on existing iTraxx Europe Index Untranchred CDS Contracts or existing Restructuring European Single Name CDS Contracts. The CDS RC shall promptly review such proposal and, if adopted by majority vote, (i) the Clearing House shall, to the extent practicable taking into account the nature of such Change in Law, provide all CDS Clearing Members with at least 5 Clearing Business Days' notice of such change to the Rules prior to the effective date of such changes to these Rules ("**Rule Change Effective Date**") and (ii) such changes to these Rules shall be applicable to all iTraxx Europe Index Untranchred CDS Contracts and Restructuring European Single Name CDS Contracts that are open as of, or entered into subsequent to, the Rule Change Effective Date. If the Clearing House determines, in consultation with the CDS RC, that any such Rule change has a material effect on the mark to market price (a "**MTM Change**") of such iTraxx Europe Index Untranchred CDS Contract or Restructuring European Single Name CDS Contract (such CDS Contracts, an "**Adjusted CDS Contract**"), the Clearing House will determine the payment, if any, that is payable to reflect the MTM Change in respect of open positions in such CDS Contracts (the "**Adjusted Payment Amount**") by reference to a poll of CDS Clearing Members on such terms as it deems appropriate in consultation with the CDS RC. The Clearing House will notify each affected CDS Clearing Member of (i) the Adjusted Payment Amount, (ii) the date on which such Adjusted Payment Amount is due (the "**Adjusted Payment Amount Date**") and (iii) the party to the relevant CDS Contract that is obliged to pay any such Adjusted Payment Amount (the "**Adjusted Payment Amount Payer**"). The Adjusted Payment Amount Payer shall pay the Adjusted Payment Amount on the Adjusted Payment Amount Date.

80603.A.C. Industry Protocol

The terms of any iTraxx Europe Index Untranchred CDS Contract and any Restructuring European Single Name CDS Contract shall be modified by the Clearing House in accordance with any relevant CDS industry-sponsored protocol (or other multilateral agreement process) (a) to which CDS Clearing Members holding (in their respective proprietary or customer accounts) at-least 80% of the Clearing House's total open interest in the relevant iTraxx Europe Index Untranchred CDS Contracts or Restructuring European Single Name CDS Contracts covered by such protocol or other multilateral agreement process as at the Protocol Cut-off Time, or their designated Affiliate CDS Participants, agree to adhere or (b) which is adopted by the CDS RC by majority vote with such modification to become part of these Rules and be applicable to such existing or future iTraxx Europe Index Untranchred CDS Contracts and existing or future Restructuring European Single Name CDS Contracts as set forth in such protocol or other multilateral agreement process.

80604.A RESTRUCTURING

80604.A.A. Allocation of Matched Restructuring Pairs

(a) Following the occurrence of a Restructuring Announcement:

- (i) The Clearing House will match each Seller with one or more Buyers each of which is party to a Restructuring iTraxx Contract of the same type (such Restructuring iTraxx Contracts thereby becoming "**Matched iTraxx Contracts**" and each Matched iTraxx Seller and Matched iTraxx Buyer becoming a "**Matched Restructuring Pair**"), such that the Floating Rate Payer Calculation Amount related to each Matched iTraxx Seller under each Matched iTraxx Contract is fully allocated to one or more iTraxx Buyers under Matched iTraxx Contracts of the same type as the Matched iTraxx Seller Contract;
 - (ii) the Clearing House will notify, prior to the related MRP Notice Delivery Date, each relevant Matched iTraxx Buyer and Matched iTraxx Seller of the relevant Matched iTraxx Contracts, the identity of the Matched iTraxx Buyer and Matched iTraxx Seller (together with the address, fax number, telephone number, email address and other applicable notice details) and the associated MP Amount (such notice, the "**Matched Restructuring Pair Notice**"); and
 - (iii) the Clearing House will submit to DTCC the relevant data needed to in order to record the relevant New Trades.
- (b) The methodology used by the Clearing House for the purposes of allocating Matched Restructuring Pairs shall minimize, to the extent reasonably practicable, each of the following:
- (i) the number of Matched Restructuring Pairs in respect of which the MP Amount is less than EUR 1,000,000 or not an integral multiple of such amount;
 - (ii) the number of Matched Restructuring Pairs into which an individual CDS Clearing Member is matched; and
 - (iii) the overall number of Matched Restructuring Pairs.
- (c) If the Clearing House has delivered a Matched Restructuring Pair Notice that specifies a MP Amount that is less than the outstanding Floating Rate Payer Calculation Amount applicable to a Matched iTraxx Contract to which such Matched Restructuring Pair Notice relates, the relevant rights and obligations of the Clearing House and the relevant CDS Participant or CDS Clearing Member pursuant to the Matched iTraxx Contract shall, with effect from the date such Matched Restructuring Pair Notice is effective, be construed as if the Clearing House and the relevant CDS Participant or CDS Clearing Member, as applicable, have entered into two Restructuring iTraxx Contracts, one of which has a Floating Rate Payer Calculation Amount equal to the MP Amount (the "**Triggered Restructuring iTraxx Contract**") and the other of which has a Floating Rate Payer Calculation Amount equal to the Floating Rate Payer Calculation Amount outstanding immediately prior to delivery of such Matched Restructuring Pair Notice minus the MP Amount.

80604.A.B. Restructuring Updates

- (a) Prior to the MRP Notice Delivery Date, the Clearing House will, for itself and for the relevant CDS Clearing Members:
- (i) re-version the relevant Restructuring iTraxx Contracts which are the subject of the relevant Matched Restructuring Pair Notice;
 - (ii) create a record of the Restructuring European Single Name CDS Contracts as New Trades;
 - (iii) create Matched Restructuring Pairs and issue Matched Restructuring Pair Notices; and
 - (iv) send the MRP File to DS.

If the Clearing House does not either (x) issue Matched Restructuring Pair Notices by the related MRP Notice Delivery Date or (y) send the MRP File by the related MRP Notice Delivery Date, the relevant CDS Clearing Member may, until such time as the Matched Restructuring Pair Notices have been issued or the MRP File has been sent, deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option directly to the Clearing House. For such purposes, Rule 80604.A.D.(b) shall not apply. Such notices must be sent to the contact details of the Clearing House specified in Rule 80502.B.C.

Furthermore, if the Clearing House does (x) issue Matched Restructuring Pair Notices by the related MRP Notice Delivery Date but does not (y) send the MRP File by the related MRP Notice Delivery Date, then Rule 80604.A.D.(b) shall not apply and accordingly such notices must be delivered directly as between the Matched iTraxx Seller and Matched iTraxx Buyer in respect of a Matched Restructuring Pair (as designees of the Clearing House) (and not via the DS). Each Matched iTraxx Buyer and Matched iTraxx Seller shall notify the Clearing House or deliver a copy to the Clearing House of any notice delivered or received in accordance with the provisions of this Rule to the contact details of the Clearing House specified in Rule 80502.B.C.

- (b) At the end of each Restructuring Triggering Period, the Clearing House will, to the extent that it is aware that such records have not been modified by DTCC, modify the records in the relevant DTCC Accounts to reflect any Restructuring Credit Event Notices and Notices to Exercise Movement Option delivered during the relevant Restructuring Triggering Period.
- (c) In respect of each Matched iTraxx Buyer Contract which is the subject of a Matched Restructuring Pair, the Clearing House, shall be deemed to have designated pursuant to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions the Matched iTraxx Seller in such Matched Restructuring Pair as its designee:
 - (i) to receive on its behalf from the Matched iTraxx Buyer in the Matched Restructuring Pair, Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be; and
 - (ii) to deliver on its behalf to the Matched iTraxx Buyer in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be.
- (d) In respect of each Matched iTraxx Seller Contract which is the subject of a Matched Restructuring Pair, the Clearing House, shall be deemed to have designated pursuant to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions the Matched iTraxx Buyer in such Matched Restructuring Pair as its designee:
 - (i) to deliver on its behalf: to the Matched iTraxx Seller in the Matched Restructuring Pair, Credit Event Notices and where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be; and
 - (ii) to receive on its behalf from the Matched iTraxx Seller in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be.
- (e) The CDS Clearing Members and CDS Participants acknowledge and agree that:
 - (i) the CEN Triggering Period applicable (x) to a Matched iTraxx Seller may be less than two Clearing Business Days and (y) a Matched iTraxx Buyer may be less than five Clearing Business Days; and

- (ii) each relevant CDS Clearing Member shall not be permitted to take any action which would result in any of the records in the relevant DTCC Account in respect of any CDS Contract that is the subject of a Matched Restructuring Pair Notice being amended or modified after Noon (New York time) on the day of the MRP Notice Delivery Date, unless such action is agreed to by the Clearing House.
- (f) The CDS Clearing Members and CDS Participants each hereby gives all required permissions that are necessary to be given in order for the Clearing House to submit to, and receive from, DTCC relevant restructuring information with respect to such CDS Clearing Members or CDS Participants.
- (g) The CDS Clearing Members and CDS Participants each covenant that:
 - (i) the relevant CDS Clearing Member shall use best efforts to ensure that the records in the applicable DTCC Account in respect of any CDS Contract that is the subject of a Matched Restructuring Pair Notice is accurately updated prior to the MRP Notice Delivery Date; and
 - (ii) each CDS Clearing Member shall ensure that it has adequate operational capacity to access and use DTCC and shall ensure that its CDS Participants have the adequate operational capacity to access and use DTCC.

80604.A.C. Restructuring European Single Name CDS Contract.

The Clearing House acknowledges and agrees that it will not permit market participants to increase, close out, or otherwise affect the size of a position in a Restructuring European Single Name CDS Contract (other than due to the occurrence of a Credit Event, default management process, close out of a defaulting customer's positions, or withdrawal from clearing membership in accordance with CME rules, which include CME Rules 230, 8H10, 8H14, 8H26, 8H27, 8H802, 8H913, and 8H975).

The Clearing House may impose an increase or decrease in the position of a Restructuring European Single Name CDS Contract only through its default management process under applicable CME rules, which include CME Rules 230, 8H10, 8H14, 8H26, 8H27, 8H802, and 8H975).

80604.A.D. Matched Restructuring Pairs: Designations and Electronic Notices.

- (a) With respect to a Matched iTraxx Buyer Contract or a Matched iTraxx Seller Contract, the reference to "any of its Affiliates" in the first line of Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions shall be construed as a reference to "any third party".
- (b) A Matched iTraxx Buyer or Matched iTraxx Seller, as applicable, may deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option, only:
 - (i) via DS; and
 - (ii) in accordance with DTCC's rules and procedures in respect of delivery of notices through DTCC Accounts,

save if and as expressly stated to the contrary in this Chapter 806 or expressly agreed by the Clearing House. The deemed time of delivery of any such notices shall be as set out in the DTCC rules and procedures from time to time.

Furthermore, any Restructuring Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with this Rule 80604.A.D(b) will be invalid and ineffective. Any Restructuring Credit Event Notice or Notice to Exercise Movement Option which is or is deemed to be validly delivered in accordance with the provisions of this Rule shall be treated as valid delivery of a Restructuring Credit Event Notice or Notice to Exercise Movement Option for purposes of the 2014 ISDA Credit Derivatives Definitions.

- (c) If DTCC notifies the Clearing House (such notice to be sent in accordance with the contact details of the Clearing House specified in Rule 80502.B.C) or the Clearing House otherwise becomes aware that DS is or will be unable to process all or substantially all Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable, in a timely manner (a "**DTCC Failure**"), then:
- (i) the Clearing House will, as soon as reasonably practicable, and in any event within one hour of such notification or of the Clearing House becoming aware of such non-availability, as applicable, notify all relevant CDS Clearing Members of such occurrence, including the time at which such failure occurred (or if the Clearing House is not notified of such time by or on behalf of DTCC, the time at which the Clearing House received the relevant notification from or on behalf of DTCC or becomes aware of the relevant non-availability) (the "**DTCC Failure Time**"). The Clearing House shall also publish such information on its website as soon as reasonably practicable after becoming aware of a DTCC Failure;
 - (ii) if subsequent to a DTCC Failure, DTCC (or a third party designated in accordance with DTCC's rules and procedures from time to time) notifies the Clearing House that a DTCC Failure is no longer in effect, the Clearing House will as soon as reasonably practicable notify all relevant CDS Clearing Members accordingly, including the time (the "**DTCC Resolution Time**") (which must be no earlier than 30 minutes following the time of such notification) at which such DTCC Failure is deemed to have been resolved and following which DS is operative for purposes of delivery of Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable. The Clearing House shall also publish such information on its website as soon as reasonably practicable after notifying the relevant CDS Clearing Members that the DTCC Failure is no longer in effect and of the DTCC Resolution Time; and
 - (iii) the Clearing House and, to the extent so requested by the Clearing House, each CDS Clearing Member shall, as soon as reasonably practicable and to the extent permitted by DTCC, provide or confirm to DTCC details of any Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable, delivered or purported to be delivered prior to the DTCC Resolution Time, so as to permit delivery of subsequent confirmation notices via the DS pursuant to Rule 80604.A.D.(b).
- (d) From (and including) the DTCC Failure Time to (but excluding) the DTCC Resolution Time:
- (i) Rule 80604.A.D.(b) shall not apply and accordingly Restructuring Credit Event Notice or Notices to Exercise Movement Option shall be delivered directly in accordance with Rule 80604.A.D.(f) (and not via DS);
 - (ii) any notice delivered via DS prior to the DTCC Failure Time will be valid and will not be affected by such DTCC Failure; and
 - (iii) any notice delivered or purported to be delivered via DS at or following the DTCC Failure Time but prior to the DTCC Resolution Time will not be valid and effective.
- Rule 80604.A.D.(b) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly in accordance with Rule 80604.A.D.(f) (and not via DS) will not be valid and effective.
- (e) If a CDS Clearing Member is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such CDS Clearing Member to deliver any Restructuring Credit Event Notice or any Notice to Exercise Movement Option via DS (a "**CDS Clearing Member Communications Failure Event**"):
- (i) such CDS Clearing Member may, notwithstanding Rule 80604.A.D.(b) deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option directly in accordance with Rule 80604.A.D.(f) (and not via DS);

- (ii) such CDS Clearing Member shall, within one hour of delivering any Restructuring Credit Event Notice or Notice to Exercise Movement Option directly in accordance with Rule 80604.A.D.(f), deliver to the Clearing House a notice (such notice to be sent in accordance with the contact details of the Clearing House specified in Rule 80502.B.C) signed by a senior officer (such as a managing director or equivalent) of such CDS Clearing Member certifying that it is affected by a CDS Clearing Member Communications Failure Event (or, if such CDS Clearing Member is unable to deliver such notice in writing, orally by telephone at the following client hotline number, as amended by the Clearing House from time to time: +1 312 338 7112). The Clearing House shall notify all relevant CDS Clearing Members accordingly as soon as reasonably practicable and in any event within one hour of receipt of any such notification;
- (iii) Rule 80604.A.D.(b) shall continue to apply in respect of notices given to the affected CDS Clearing Member by CDS Clearing Members comprised in any Matched Restructuring Pair in respect of which the affected CDS Clearing Member is a Matched iTraxx Buyer or Matched iTraxx Seller;
- (iv) as soon as reasonably practicable upon such CDS Clearing Member ceasing to be subject to a CDS Clearing Member Communications Failure Event, it shall notify the Clearing House accordingly and thereupon Rule 80604.A.D.(b) shall apply and, accordingly, any Restructuring Credit Event Notice or Notice to Exercise Movement Option thereafter delivered or purported to be delivered directly in accordance with Rule 80604.A.D.(g) (and not via DS) will not be valid and effective; and
- (v) such CDS Member which is subject to a CDS Clearing Member Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on other CDS Clearing Members and the Clearing House of any CDS Clearing Member Communications Failure Event, to cure such CDS Clearing Member Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant CDS Clearing Member Communications Failure Event do not recur,

without prejudice to any other rights or remedy of the Clearing House, any breach by a CDS Clearing Member of the provisions of 80604.A.D.(e)(i)-(v) above, shall not cause any Restructuring Credit Event Notice or Notice to Exercise Movement Option which would otherwise be valid and effective, to be invalid or ineffective.

- (f) Notices given by a Matched iTraxx Buyer or Matched iTraxx Seller in a Matched Restructuring Pair and which are not delivered via DS in accordance with Rule 80604.A.D.(b) shall be given to the address or number notified by the Clearing House to the Matched iTraxx Buyer or Matched iTraxx Seller, respectively, in the Matched Restructuring Pair Notice pursuant to Rule 80604.A.A.
- (g) Each Matched iTraxx Buyer and Matched iTraxx Seller shall notify the Clearing House or deliver a copy to the Clearing House of any notice delivered or received pursuant to Rule 80604.A.D.(f) (a "**CDS Clearing Member Acknowledgement**") by no later than 6:00 p.m. on the last day on which such notice could validly be sent (the "**Notice Acknowledgement Deadline**").

Where the Clearing House receives a CDS Clearing Member Acknowledgement in respect of any notice from both relevant CDS Clearing Members comprised in a Matched Restructuring Pair at or prior to the Notice Acknowledgement Deadline, the Clearing House shall perform its obligations in respect of the relevant Restructuring iTraxx Contracts.

Where the Clearing House receives a CDS Clearing Member Acknowledgement in respect of any notice from one relevant CDS Clearing Member only at or prior to the Notice Acknowledgement Deadline, the provisions of Rule 80604.A.G. shall apply and the Clearing House and each relevant CDS Clearing Member shall perform their obligations in respect of the relevant Restructuring iTraxx Contracts subject to the terms of any final resolution of the

relevant dispute, as agreed between the relevant parties or as determined by arbitration or by litigation, as applicable. In such case, the Clearing House shall notify the CDS Clearing Member from which it has not received a CDS Clearing Member Acknowledgement of the asserted delivery or, as applicable, receipt of the relevant notice (in the case of a Restructuring Credit Event Notice or Notice to Exercise Movement Option, through the reports referred to in Rule 80604.A.H.

Where the Clearing House does not receive CDS Clearing Member Acknowledgement or confirmation of valid delivery in respect of any notice from either CDS Clearing Member in the relevant Matched Restructuring Pair on or prior to the relevant Notice Acknowledgement Deadline, the rights and obligations of the Clearing House as against each relevant CDS Clearing Member, and vice versa, shall be construed as if no such notice had been given. In addition, an amount shall be payable between the CDS Clearing Members equal to the difference between the value of the Matched iTraxx Buyer Contract had CDS Clearing Member Acknowledgement been given to the Clearing House on a timely basis and the value of such contract in the absence of such acknowledgement; such difference in value shall be determined as of the earlier of the day on which notice is given by any relevant CDS Clearing Member that such amount is due and payable and, in the case of a Restructuring Credit Event Notice or Notice to Exercise Movement Option, the eighth Clearing Business Day following the Auction Settlement Date, No Auction Announcement Date or Auction Cancellation Date, as applicable or otherwise the eighth Clearing Business Day following the last day on which such notice would validly have been delivered, by reference to the relevant Auction Settlement Amount or end of day contributed prices, in each case if available.

The relevant CDS Clearing Members shall have enforcement rights as against each other in respect of any resulting payments and deliveries; the Clearing House shall have no liability in respect thereof.

- (h) Notwithstanding Rule 80604.A.D.(b), where a CDS Clearing Member is uncertain as to whether or not a Restructuring Credit Event Notice or Notice to Exercise Movement Option (as applicable) it attempted to deliver via DS has: (x) actually been delivered; or (y) was delivered prior to the DTCC Failure time, the CDS Clearing Member shall be entitled to deliver such a notice directly to any CDS Clearing Member comprised in a relevant Matched Restructuring Pair (as designee of the Clearing House) specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

If a CDS Clearing Member delivers a manual notice pursuant to the above paragraph, such CDS Clearing Member shall be required to provide (together with such notice) sufficient details of the notice attempted to be given via DS so as to allow the other CDS Clearing Member and the Clearing House to identify the communication concerned.

If the first Restructuring Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to the above relates was actually delivered successfully, any subsequent Restructuring Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

- (i) In relation to each Matched Restructuring Pair:
- (i) the exercise of any rights by the Matched iTraxx Buyer against the Clearing House under a Matched iTraxx Buyer Contract shall be deemed to constitute the exercise of equal and simultaneous rights by the Clearing House against the Matched iTraxx Seller under the Matched iTraxx Seller Contract in the relevant Matched Restructuring Pair;
 - (ii) the exercise of any rights of the Matched iTraxx Seller against the Clearing House under a Matched iTraxx Seller Contract shall be deemed to constitute the exercise of equal and simultaneous rights by the Clearing House against the Matched iTraxx Buyer under the Matched iTraxx Buyer Contract in the relevant Matched Restructuring Pair;

- (iii) where the Matched iTraxx Buyer validly delivers or serves any notice to the Matched iTraxx Seller in accordance with the Rules, such notice shall be effective with respect to both the Matched iTraxx Buyer Contract and the Matched iTraxx Seller Contract; and
 - (iv) where the Matched iTraxx Seller validly delivers or serves any notice to the Matched iTraxx Buyer in accordance with the Rules, such notice shall be effective with respect to both the Matched iTraxx Buyer Contract and the Matched iTraxx Seller Contract.
- (j) The Matched iTraxx Buyer and Matched iTraxx Seller in each Matched Restructuring Pair shall each make such payments and deliveries and deliver such notices in relation to settlement to one another and to the Clearing House as are required pursuant to a Matched iTraxx Contract, these Rules or applicable laws.

80604.A.E. Separation of Matched Restructuring Pairs

If (a) a Restructuring Announcement has occurred and (b) a subsequent announcement by the relevant decision body has been made that the relevant Restructuring Credit Event did not in fact occur, then:

- (a) to the extent that the Clearing House has not by then matched Sellers with Buyers to form Matched Restructuring Pairs in relation to the relevant iTraxx Europe Untranchd CDS Contracts, pursuant to Rule 80604.A.A, it shall not do so;
- (b) to the extent that the Clearing House has by then matched Sellers with Buyers to form Matched Restructuring Pairs, pursuant to Rule 80604.A.A, such Matched Restructuring Pairs shall be deemed not to have been created and any Restructuring Credit Event Notices delivered in connection with such Matched Restructuring Pairs shall be deemed ineffective; and
- (c) the Clearing House shall reverse the modifications that were made to the records in the relevant DTCC Accounts and the MRP File, pursuant to Rule 80604.A.B.

80604.A.F. Reference Obligation for Restructuring European Single Name CDS Contract

Notwithstanding anything to the contrary in the iTraxx Europe Untranchd Terms, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by the Clearing House following consultation with the CDS RC (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).

80604.A.G. Disputes as to Notices

If any CDS Clearing Member in a Matched Restructuring Pair where one such party is acting as designee of the Clearing House disputes the effective delivery in accordance with the terms of the relevant Restructuring iTraxx Contract of any notice delivered directly (and not via DS) in accordance with Rule 80604.A.D.(f) (and for such purposes, a dispute between the relevant CDS Clearing Member and the Clearing House shall be deemed to have arisen if the Clearing House receives a CDS Clearing Member Acknowledgement from one relevant CDS Clearing Member only in respect of any such notice):

- (a) following final resolution of such dispute by arbitration or by litigation, as applicable, the CDS Clearing Members comprised in the relevant Matched Restructuring Pair shall take such actions with respect to the Restructuring iTraxx Contracts the subject of such dispute as the Clearing House determines appropriate to give effect to any relevant binding resolution;
- (b) without prejudice to its obligations upon final resolution of the dispute, pending final resolution of any such dispute, the Clearing House shall not be obliged to take any step pursuant to the

terms of the relevant Restructuring iTraxx Contracts which would be required to have been taken by it had the relevant notice been validly delivered; and

- (c) the Clearing House may call for additional performance bond related to such dispute.

Each relevant CDS Clearing Member must promptly notify the Clearing House of any such disputes.

80604.A.H. Reports

Without prejudice to the notification requirements set out elsewhere in the Rules, the Clearing House will communicate to the relevant CDS Clearing Members, on the basis of information received from DTCC or, as applicable, from CDS Clearing Members, amongst other things:

- (a) the aggregate Floating Rate Payer Calculation Amounts of Restructuring iTraxx Contracts to which they are a party and which are the subject of Restructuring Credit Event Notices; and
- (b) the results of the exercise of any Notice to Exercise Movement Option in relation to Restructuring iTraxx Contracts to which they are a party,

on each day during each CEN Triggering Period and NEMO Triggering Period, as applicable, through reports.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Restructuring Credit Event Notice or Notice to Exercise Movement Option which shall be subject to the terms of the relevant Restructuring iTraxx Contracts.

Chapter 806

iTraxx Europe Index Untranchd CDS Contracts: Part B

This Part B shall only be used in connection with 2003 Definitions Transactions that are (i) iTraxx Component Transactions or (ii) Restructuring European Single Name CDS Contracts

80601.B. SCOPE OF CHAPTER

This Chapter 806: Part B sets forth the terms and conditions of iTraxx Europe Index untranchd CDS Contracts (“**iTraxx Europe Index Untranchd CDS Contracts**”) and any European single name CDS contract that is deemed created as a New Trade following the occurrence of a previous Restructuring Credit Event in respect of an iTraxx Component Transaction (“**Restructuring European Single Name CDS Contract**”).

80601.B.A. iTraxx Component Transactions

The terms and conditions of each iTraxx Component Transaction that is also a 2003 Definitions Transaction will be the iTraxx Europe Untranchd Standard Terms Supplement, as published by Markit Group Limited on November 23, 2009 (the “**2003 iTraxx Europe Untranchd Terms**”), as supplemented pursuant to the relevant Contract Elections and as supplemented and amended by the provisions of these Rules.

In the event of any inconsistency between the 2003 ISDA Credit Derivatives Definitions, the 2003 iTraxx Europe Untranchd Terms and the provisions of these Rules, such documents and provisions shall prevail for the purposes of iTraxx Europe Index Untranchd CDS Contracts in the following order: first, these Rules; second, the iTraxx Europe Untranchd Terms; and third the 2003 ISDA Credit Derivatives Definitions.

80601.B.B. Restructuring European Single Name CDS Contract

The terms and conditions of each Restructuring European Single Name CDS Contract will be as set out in the definitions and provisions of the 2003 Single Name Cleared Transaction Confirmation and the provisions of these Rules.

In the event of any inconsistency between the 2003 Single Name Cleared Transaction Confirmation and the provisions of these Rules, such documents and provisions shall prevail for the purposes of Restructuring European Single Name CDS Contracts in the following order: first, these Rules; and second, the 2003 Single Name Cleared Transaction Confirmation.

Any reference in the iTraxx Europe Untranchd Terms to a Component Transaction shall be deemed to be a reference to a “**iTraxx Component Transaction**”. For the avoidance of doubt and without prejudice to any provisions of these Rules relating to the performance bond requirement, unless a Restructuring Credit Event occurs in respect of an iTraxx Component Transaction, no iTraxx Component Transaction will be fungible with a European single name CDS contract.

80601.B.C. iTraxx Terms and Conditions

iTraxx® and the iTraxx Indices are service marks of International Index Company Ltd. and have been licensed for use by the Clearing House. Each Index specified as applicable to an iTraxx Europe Index Untranchd CDS Contract is the property of International Index Company Ltd. and has been licensed for use in connection with iTraxx Europe Index Untranchd CDS Contracts. Without limiting the disclaimers in the iTraxx Europe Index Untranchd Terms, the following shall apply to iTraxx Europe Index Untranchd CDS Contracts.

Each CDS Participant or CDS Clearing Member acknowledges and agrees that iTraxx Europe Index Untranchd CDS Contracts are not sponsored, endorsed or promoted by the Index Sponsor. The Index Sponsor make no representation whatsoever, whether express or implied, and hereby expressly disclaims, all warranties (including, without limitation, those of merchantability or fitness for a particular

purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index and/or the composition of the Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein.

The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of entering into iTraxx Europe Index Untranchéd CDS Contracts, the ability of the Index to track relevant markets' performances, or otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Index. No party entering into iTraxx Europe Index Untranchéd CDS Contracts, nor the Index Sponsor, shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Index. Each party acknowledges that the other party or one of its affiliates may be, or may be affiliated with, an Index Sponsor and, as such, may be able to affect or influence the determination, adjustment or maintenance of the Index. The Index Sponsor and its affiliates may deal in any obligations that compose the Index, and may, where permitted, accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with the issuers of such obligations or their affiliates, and may act with respect to such business as if the Index did not exist, regardless of whether such action might adversely affect the Index or any iTraxx Europe Index Untranchéd CDS Contract. The Index Sponsor and its affiliates may be in possession of information in relating to components of the Index that may or may not be publicly available or known to any other party, and each party entering into iTraxx Europe Index Untranchéd CDS Contracts agrees that such iTraxx Europe Index Untranchéd CDS Contract does not create any obligation on the part of the Index Sponsor or its affiliates to disclose any such information.

80602.B CONTRACT TERMS

80602.B.A. Currency

The settlement currency in respect of iTraxx Europe Index Untranchéd CDS Contracts and Restructuring European Single Name CDS Contracts shall be euros and the Original Notional Amount in respect of iTraxx Europe Index Untranchéd CDS Contracts will be specified in euros.

80602.B.B. iTraxx Europe Indices

Each iTraxx Component Transaction that is also a 2003 Definitions Transaction will reference one of the indices (the "**iTraxx Indices**") specified in a list maintained by the Clearing House on its website as of such time. The "Source of Relevant Annex" for each iTraxx Europe Index Untranchéd CDS Contract will be "Publisher". There are no "Excluded Reference Entities."

80602.B.C. Initial Payment

The Initial Payment Amount will be paid to or by the Clearing House on the Initial Payment Date.

80602.B.D. Calculation Agent

The Clearing House will be the sole Calculation Agent for all purposes in relation to iTraxx Europe Index Untranchéd CDS Contracts and Restructuring European Single Name CDS Contracts and the Calculation Agent City will be London. References in the 2003 ISDA Credit Derivatives Definitions to the Calculation Agent acting "after consultation with the parties" shall be deemed to be replaced with "after consultation with the parties and/or the CDS RC". The Calculation Agent may (where it is not otherwise required) consult with the CDS RC in accordance with Chapter 804 in respect of any action it

is required to take in connection with an iTraxx Europe Index Untranchéd CDS Contract and a Restructuring European Single Name CDS Contract.

Any determination made or other action taken by the Clearing House in its capacity as Calculation Agent in respect of an iTraxx Europe Index Untranchéd CDS Contract or a Restructuring European Single Name CDS Contract may be disputed by any CDS Clearing Member by referring the determination or other action to the CDS RC no later than the fifth Clearing Business Day following notification of the relevant determination made or action taken. Any disputed Calculation Agent determination or other action is binding on the applicable parties pending a Determination in respect of such disputed determination or other action. If any such disputed Calculation Agent determination or other action results in a payment being owed by the Clearing House to a CDS Clearing Member for its own account or for the account of a CDS Participant, as applicable, under an iTraxx Europe Index Untranchéd CDS Contract or a Restructuring European Single Name CDS Contract, pending a Determination, the performance bond requirement with respect to such iTraxx Europe Index Untranchéd CDS Contract or Restructuring European Single Name CDS Contract, as applicable, will be increased by an amount equivalent to the disputed portion of the payment for so long as such Determination is pending, and the Clearing House, in lieu of paying any such disputed payment to the CDS Clearing Member, may retain such payment in satisfaction of such increased performance bond requirement.

Promptly following a Determination in respect of a disputed Calculation Agent determination or other action, the Clearing House shall, in its capacity as Calculation Agent, make such adjustments and payments as it determines necessary to give effect to the relevant Determination. The Calculation Agent will determine, and notify each affected CDS Clearing Member of, (i) the adjustment payment, if any, that is payable to reflect any change to the amount payable under the relevant iTraxx Europe Index Untranchéd CDS Contract or Restructuring European Single Name CDS Contract, as applicable, whether or not the relevant CDS Contract is still outstanding (the "**Adjustment Amount**"), (ii) the date on which any such Adjustment Amount is payable, which shall be as soon as reasonably practicable following such notification (the "**Adjustment Payment Date**") and (iii) the party to the relevant iTraxx Europe Index Untranchéd CDS Contract or Restructuring European Single Name CDS Contract that is obliged to pay any such Adjustment Amount (the "**Adjustment Amount Payer**"). The Adjustment Amount Payer shall pay the Adjustment Amount on the relevant Adjustment Payment Date. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

80602.B.E. Fixed Rate

The Fixed Rate in respect of an iTraxx Europe Index Untranchéd CDS Contract will be the fixed rate for the relevant iTraxx Europe Index and series as specified by the Index Sponsor on its website or otherwise at the time the relevant iTraxx Europe Index series is established and identified for the relevant iTraxx Europe Index Untranchéd CDS Contract pursuant to the relevant Contract Elections.

80602.B.F. Credit Event Backstop Date

Section 1.23 of the 2003 ISDA Credit Derivatives Definitions shall be restated as follows:

"Credit Event Backstop Date" means (a) for purposes of any event that constitutes a Credit Event for purposes of the relevant iTraxx Component Transaction or the relevant Restructuring European Single Name CDS Contract, as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) the CME Credit Event Resolution Request Date, if it occurs prior to or on the date that is fourteen calendar days after the Extension Date and (ii) in circumstances where (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 1.24(a) and (b) are satisfied in accordance with the DC Rules, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters and (C) the CME Credit Event Resolution Request Date occurs not more than fourteen calendar days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Credit Event Resolution Request Date. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

80602.B.G. Method for Determining Obligations

Section 2.19 of the 2003 ISDA Credit Derivatives Definitions shall be amended by inserting the words “or the Issue submitted to the CDS RC resulting in the occurrence of the CME Credit Event Resolution Request Date” after the reference to “Credit Event Resolution Request Date”.

80602.B.H. Settlement Method

The Settlement Method with respect to both an iTraxx Component Transaction and a Restructuring European Single Name CDS Contract will be Auction Settlement, with clauses (c), (d) and (e) of Section 12.1 of the 2003 ISDA Credit Derivatives Definitions being deemed deleted and replaced with “(c) an Event Determination Date was determined as a result of a Declaration of Credit Event and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after the date of such Declaration of Credit Event”. For the avoidance of doubt, the Fallback Settlement Method will be CME CDS Physical Settlement pursuant to Chapter 805: Part A.

80602.B.I. Declaration of Credit Events

The Clearing House shall issue a declaration of a Credit Event (each, a “**Declaration of Credit Event**”) with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract if the CDS RC determines pursuant to Chapter 804 that an event which constitutes a Credit Event for the purposes of such iTraxx Component Transaction or such Restructuring European Single Name CDS Contract has occurred with respect to the Reference Entity applicable to such iTraxx Component Transaction or such Restructuring European Single Name CDS Contract (or Obligation thereof) on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time). The relevant Declaration of Credit Event will be issued as soon as reasonably practicable, but no later than the Clearing Business Day immediately following the date that the CDS RC makes the relevant Determination. A Declaration of Credit Event will be deemed not to have been issued with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract unless (i) the CME Credit Event Resolution Request Date with respect to the relevant Credit Event occurred on or prior to the end of the last day described in Section 1.23(b)(i) or 1.23(b)(ii)(C) of the 2003 ISDA Credit Derivatives Definitions (as amended above), as applicable, including prior to the Acceptance Date and (ii) the Submission Date, or such date as is notified by the Clearing House in consultation with the CDS RC in accordance with Rule 80103.C., occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable.

80602.B.J. Event Determination Date

Section 1.8 of the 2003 ISDA Credit Derivatives Definitions shall be amended by:

- (a) the deletion of Section 1.8(a)(i);
- (b) the insertion of the words “or a Declaration of Credit Event has been issued” in the first sentence of Section 1.8(a)(ii) after the words “has occurred”; and
- (c) the insertion of the words “or, where the Credit Event Backstop Date is determined by reference to the CME Credit Event Resolution Request Date, the CME Credit Event Resolution Request Date” in the line of Section 1.8(a)(ii)(A) after the words “Credit Event Resolution Request Date”.

80602.B.K. Succession Event Backstop Date

Section 2.1 and Section 2.2(i) of the 2003 ISDA Credit Derivatives Definitions shall be restated as follows:

“Reference Entity” means the entity or entities identified as such in the Index and listed in the Relevant Annex for the purposes of the iTraxx Europe Index Untranchured CDS Contract or identified as such pursuant to the Relevant Annex for the purposes of the Restructuring European Single Name CDS Contract. Any Successor to a Reference Entity either (a) specified in a Declaration of Succession Event effective on or following the Submission Date in respect of such iTraxx Europe Index Untranchured CDS Contract or following the date of deemed creation of a Restructuring European Single Name CDS Contract as a New Trade or (b) unless the Relevant Annex already reflects the applicable Succession Event, in respect of which ISDA publicly announces on or following the Submission Date in respect of such iTraxx Europe Index Untranchured CDS Contract or the deemed creation of a Restructuring European Single Name CDS Contract that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Event Resolution Request Date, a Successor in accordance with the DC Rules shall, in each case, be the relevant Reference Entity for the relevant iTraxx Europe Component Transaction, Restructuring European Single Name CDS Contract, new iTraxx Component Transaction or new Restructuring European Single Name CDS Contract, as applicable, as determined pursuant to such Section 2.2 of the 2003 ISDA Credit Derivatives Definitions. If the Clearing House determines that a bilateral CDS transaction in respect of an iTraxx Europe Index Untranchured CDS Contract or a Restructuring European Single Name CDS Contract submitted for clearing would have been subject to a Succession Event but that such Succession Event is not given appropriate effect because of the timing of the applicable Product Reference File updates, the Clearing House shall take such action, if any, as it deems necessary and reasonably practicable, to ensure that such Succession Event is given the effect which the Clearing House determines is appropriate with respect to such iTraxx Europe Index Untranchured CDS Contract or Restructuring European Single Name CDS Contract, as applicable.

“Succession Event Backstop Date” means (A) for purposes of any event that constitutes a Succession Event for purposes of the relevant iTraxx Component Transaction or the relevant Restructuring European Single Name CDS Contract, as determined by DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to Greenwich Mean Time) or (B) otherwise, the date that is 90 calendar days prior to the earlier of (I) the CME Succession Event Resolution Request Date and (II) in circumstances where (1) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 2.2(j)(i) and (j)(ii) are satisfied in accordance with the DC Rules, (2) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters and (3) the CME Succession Event Resolution Request Date occurs not more than fourteen calendar days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Succession Event Resolution Request Date. The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

80602.B.L. Declaration of Succession Events

The Clearing House shall issue a declaration of a Succession Event (each, a “**Declaration of Succession Event**”) with respect to an iTraxx Component Transaction or a Restructuring European Single Name CDS Contract if the CDS RC determines pursuant to Chapter 804 that a Succession Event has occurred with respect to the relevant Reference Entity. The relevant Declaration of Succession Event will be issued as soon as reasonably practicable but no later than the Clearing Business Day immediately following the date that the CDS RC makes the relevant Determination.

80602.B.M. iTraxx Europe Index Versions

Where, in respect of an iTraxx Europe Index Untranchured CDS Contract, (a) the Index Sponsor publishes one or more subsequent versions or annexes of the relevant iTraxx Europe Index series following a Credit Event, a Succession Event with respect to a Reference Entity included in such iTraxx Europe Index series, or the determination of a Substitute Reference Obligation and (b)(i) in the case of publication of one or more subsequent versions or annexes of the relevant iTraxx Europe Index series following a Credit Event, the Clearing House determines that an Auction Settlement Date has occurred in respect of the relevant iTraxx Component Transaction or the relevant iTraxx Component Transaction has otherwise settled in accordance with the applicable Settlement Method and (ii) in all cases, the Clearing House determines that iTraxx Europe Index Untranchured CDS Contracts referencing the earlier version or annex of such iTraxx Europe index series are fungible with iTraxx Europe Index Untranchured CDS Contracts referencing a later version or annex of such iTraxx Europe Index series and so notifies

the CDS Clearing Members, iTraxx Europe Index Untranching CDS Contracts referencing the earlier version or annex of such iTraxx Europe Index series shall become iTraxx Europe Index Untranching CDS Contracts referencing such later version or annex of such iTraxx Europe Index series on the date determined by the Clearing House (the “**Fungibility Date**”).

80602.B.N. Physical Settlement Matrix Updates

Whenever ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version of the Credit Derivatives Physical Settlement Matrix that is applicable to any Restructuring European Single Name CDS Contract (the “**Existing Matrix**”), and the Clearing House determines that a Restructuring European Single Name CDS Contract referencing the New Matrix would be fungible with a Restructuring European Single Name CDS Contract referencing the Existing Matrix (the date of such determination, the “**Matrix Update Date**”) and so notifies CDS Clearing Members, any such Restructuring European Single Name CDS Contract referencing the Existing Matrix shall, as of the close of business on the Matrix Update Date, become a Restructuring European Single Name CDS Contract referencing the New Matrix.

80602.B.O. De Minimis Cash Settlement

Paragraph 7.7 of the iTraxx Europe Untranching Terms shall be deemed not to apply to iTraxx Europe Index Untranching CDS Contracts.

80602.B.P. Merger of Reference Entity and Seller

Section 2.31 of the 2003 ISDA Credit Derivatives Definitions shall be deemed not to apply to Restructuring European Single Name CDS Contracts.

80602.B.Q. Transaction Type

The Transaction Type in respect of a Restructuring European Single Name CDS Contract will be the Transaction Type specified in the Relevant Annex that was applicable to the iTraxx Component Transaction in respect of which the Restructuring European Single Name CDS Contract was deemed created following the occurrence of a Restructuring Credit Event.

80602.B.R. Notice of Physical Settlement

Section 3.2(c)(i) of the ISDA 2003 Credit Derivatives Definitions is hereby amended by replacing the “or” at the end of subparagraph (B) thereof with an “and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the CDS RC to resolve that a Credit Event has occurred for which there is Publicly Available Information with respect to such iTraxx Europe Index Untranching Contracts; or”.

80603.B. CONTRACT MODIFICATIONS

80603.B.A. Rules

Except as provided in Rules 80602.B.N., 80603.B.B., 80603.B.C and 80604 the Clearing House may not amend, modify or make any change to the terms and conditions of an iTraxx Europe Index Untranching CDS Contract or a Restructuring European Single Name CDS Contract if such amendment, modification or change would, in the CDS RC’s determination, (i) reasonably be expected to have a material effect on the mark-to-market price of such iTraxx Europe Index Untranching CDS Contract or Restructuring European Single Name CDS Contract, or (ii) materially increase the basis risk of such iTraxx Europe Index Untranching CDS Contract or Restructuring European Single Name CDS Contract relative to the over-the-counter agreement equivalent to such iTraxx Europe Index Untranching CDS Contract or Restructuring European Single Name CDS Contract (any such amendment, modification or change that satisfies (i) or (ii) above, a “**Contract Modification**”) unless the Clearing House provides all

CDS Clearing Members at least ten Clearing Business Days' notice prior to the effective date of such Contract Modification (an "**Contract Modification Effective Date**"), provided that, nothing herein shall affect the Clearing House's ability to add new CDS Products from time to time.

A Contract Modification shall not apply to iTraxx Europe Index Untranchured CDS Contracts or Restructuring European Single Name CDS Contracts that have an Acceptance Date on or prior to the relevant Contract Modification Effective Date and such iTraxx Europe Index Untranchured CDS Contracts or Restructuring European Single Name CDS Contracts may not be offset against other iTraxx Europe Index Untranchured CDS Contracts or Restructuring European Single Name CDS Contracts, as applicable, with an Acceptance Date after such Contract Modification Effective Date.

80603.B.B. Change in Law or Regulation

If any Governmental Authority issues a an order, ruling, directive or law that conflicts with the requirements of these Rules (any such order, ruling, directive or law, a "**Change in Law**"), the Clearing House shall propose such changes to these Rules as are necessary to reflect the application of such Change in Law, while minimizing to the extent reasonably practicable the economic effect of such Rule changes on existing iTraxx Europe Index Untranchured CDS Contracts or existing Restructuring European Single Name CDS Contracts. The CDS RC shall promptly review such proposal and, if adopted by majority vote, (i) the Clearing House shall , to the extent practicable taking into account the nature of such Change in Law, provide all CDS Clearing Members with at least 5 Clearing Business Days' notice of such change to the Rules prior to the effective date of such changes to these Rules ("**Rule Change Effective Date**") and (ii) such changes to these Rules shall be applicable to all iTraxx Europe Index Untranchured CDS Contracts and Restructuring European Single Name CDS Contracts that are open as of, or entered into subsequent to, the Rule Change Effective Date. If the Clearing House determines, in consultation with the CDS RC, that any such Rule change has a material effect on the mark to market price (a "**MTM Change**") of such iTraxx Europe Index Untranchured CDS Contract or Restructuring European Single Name CDS Contract (such CDS Contracts, an "**Adjusted CDS Contract**"), the Clearing House will determine the payment, if any, that is payable to reflect the MTM Change in respect of open positions in such CDS Contracts (the "**Adjusted Payment Amount**") by reference to a poll of CDS Clearing Members on such terms as it deems appropriate in consultation with the CDS RC. The Clearing House will notify each affected CDS Clearing Member of (i) the Adjusted Payment Amount, (ii) the date on which such Adjusted Payment Amount is due (the "**Adjusted Payment Amount Date**") and (iii) the party to the relevant CDS Contract that is obliged to pay any such Adjusted Payment Amount (the "**Adjusted Payment Amount Payer**"). The Adjusted Payment Amount Payer shall pay the Adjusted Payment Amount on the Adjusted Payment Amount Date.

80603.B.C. Industry Protocol

The terms of any iTraxx Europe Index Untranchured CDS Contract and any Restructuring European Single Name CDS Contract shall be modified by the Clearing House in accordance with (i) any relevant CDS industry-sponsored protocol (or other multilateral agreement process) (a) to which CDS Clearing Members holding (in their respective proprietary or customer accounts) at-least 80% of the Clearing House's total open interest in the relevant iTraxx Europe Index Untranchured CDS Contracts or Restructuring European Single Name CDS Contracts covered by such protocol or other multilateral agreement process as at the Protocol Cut-off Time, or their designated Affiliate CDS Participants, agree to adhere or (b) which is adopted by the CDS RC by majority vote or (ii) any Resolution of a Convened DC relating to the matters described in Section 3.8(a) of the DC Rules (March 29, 2011 Version or any equivalent provision relating to questions of interpretation and amendments relating to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement CDS Protocol (the "**March 2009 Protocol**") or the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring CDS Protocol (the "**July 2009 Protocol**")), with such modification to become part of these Rules and be applicable to such existing or future iTraxx Europe Index Untranchured CDS Contracts as set forth in such protocol or other multilateral agreement process or Resolution.

80604.B. RESTRUCTURING**80604.B.A. Allocation of Matched Restructuring Pairs**

- (a) Following the occurrence of a Restructuring Announcement:
- (i) The Clearing House will match each Seller with one or more Buyers each of which is party to a Restructuring iTraxx Contract of the same type (such Restructuring iTraxx Contracts thereby becoming "**Matched iTraxx Contracts**" and each Matched iTraxx Seller and Matched iTraxx Buyer becoming a "**Matched Restructuring Pair**"), such that the Floating Rate Payer Calculation Amount related to each Matched iTraxx Seller under each Matched iTraxx Contract is fully allocated to one or more iTraxx Buyers under Matched iTraxx Contracts of the same type as the Matched iTraxx Seller Contract;
 - (ii) the Clearing House will notify, prior to the related MRP Notice Delivery Date, each relevant Matched iTraxx Buyer and Matched iTraxx Seller of the relevant Matched iTraxx Contracts, the identity of the Matched iTraxx Buyer and Matched iTraxx Seller (together with the address, fax number, telephone number, email address and other applicable notice details) and the associated MP Amount (such notice, the "**Matched Restructuring Pair Notice**"); and
 - (iii) the Clearing House will submit to DTCC the relevant data needed to in order to record the relevant New Trades.
- (b) The methodology used by the Clearing House for the purposes of allocating Matched Restructuring Pairs shall minimize, to the extent reasonably practicable, each of the following:
- (i) the number of Matched Restructuring Pairs in respect of which the MP Amount is less than EUR 1,000,000 or not an integral multiple of such amount;
 - (ii) the number of Matched Restructuring Pairs into which an individual CDS Clearing Member is matched; and
 - (iii) the overall number of Matched Restructuring Pairs.
- (c) If the Clearing House has delivered a Matched Restructuring Pair Notice that specifies a MP Amount that is less than the outstanding Floating Rate Payer Calculation Amount applicable to a Matched iTraxx Contract to which such Matched Restructuring Pair Notice relates, the relevant rights and obligations of the Clearing House and the relevant CDS Participant or CDS Clearing Member pursuant to the Matched iTraxx Contract shall, with effect from the date such Matched Restructuring Pair Notice is effective, be construed as if the Clearing House and the relevant CDS Participant or CDS Clearing Member, as applicable, have entered into two Restructuring iTraxx Contracts, one of which has a Floating Rate Payer Calculation Amount equal to the MP Amount (the "**Triggered Restructuring iTraxx Contract**") and the other of which has a Floating Rate Payer Calculation Amount equal to the Floating Rate Payer Calculation Amount outstanding immediately prior to delivery of such Matched Restructuring Pair Notice minus the MP Amount.

80604.B.B. Restructuring Updates

- (a) Prior to the MRP Notice Delivery Date, the Clearing House will, for itself and for the relevant CDS Clearing Members:
- (i) re-version the relevant Restructuring iTraxx Contracts which are the subject of the relevant Matched Restructuring Pair Notice;

- (ii) create a record of the Restructuring European Single Name CDS Contracts as New Trades;
- (iii) create Matched Restructuring Pairs and issue Matched Restructuring Pair Notices; and
- (iv) send the MRP File to DS.

If the Clearing House does not either (x) issue Matched Restructuring Pair Notices by the related MRP Notice Delivery Date or (y) send the MRP File by the related MRP Notice Delivery Date, the relevant CDS Clearing Member may, until such time as the Matched Restructuring Pair Notices have been issued or the MRP File has been sent, deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option directly to the Clearing House. For such purposes, Rule 80604.B.D.(b) shall not apply. Such notices must be sent to the contact details of the Clearing House specified in Rule 80502.C.D.

Furthermore, if the Clearing House does (x) issue Matched Restructuring Pair Notices by the related MRP Notice Delivery Date but does not (y) send the MRP File by the related MRP Notice Delivery Date, then Rule 80604.B.D.(b) shall not apply and accordingly such notices must be delivered directly as between the Matched iTraxx Seller and Matched iTraxx Buyer in respect of a Matched Restructuring Pair (as designees of the Clearing House) (and not via the DS). Each Matched iTraxx Buyer and Matched iTraxx Seller shall notify the Clearing House or deliver a copy to the Clearing House of any notice delivered or received in accordance with the provisions of this Rule to the contact details of the Clearing House specified in Rule 80502.C.D.

- (b) At the end of each Restructuring Triggering Period, the Clearing House will, to the extent that it is aware that such records have not been modified by DTCC, modify the records in the relevant DTCC Accounts to reflect any Restructuring Credit Event Notices and Notices to Exercise Movement Option delivered during the relevant Restructuring Triggering Period.
- (c) In respect of each Matched iTraxx Buyer Contract which is the subject of a Matched Restructuring Pair, the Clearing House, shall be deemed to have designated pursuant to Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions the Matched iTraxx Seller in such Matched Restructuring Pair as its designee:
 - (i) to receive on its behalf from the Matched iTraxx Buyer in the Matched Restructuring Pair, Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be; and
 - (ii) to deliver on its behalf to the Matched iTraxx Buyer in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be.
- (d) In respect of each Matched iTraxx Seller Contract which is the subject of a Matched Restructuring Pair, the Clearing House, shall be deemed to have designated pursuant to Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions the Matched iTraxx Buyer in such Matched Restructuring Pair as its designee:
 - (i) to deliver on its behalf: to the Matched iTraxx Seller in the Matched Restructuring Pair, Credit Event Notices and where applicable, Notices to Exercise Movement Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be; and
 - (ii) to receive on its behalf from the Matched iTraxx Seller in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement

Option, in relation to any Restructuring iTraxx Contract or Triggered Restructuring iTraxx Contract, as the case may be.

- (e) The CDS Clearing Members and CDS Participants acknowledge and agree that:
 - (i) the CEN Triggering Period applicable (x) to a Matched iTraxx Seller may be less than two Clearing Business Days and (y) a Matched iTraxx Buyer may be less than five Clearing Business Days; and
 - (ii) each relevant CDS Clearing Member shall not be permitted to take any action which would result in any of the records in the relevant DTCC Account in respect of any CDS Contract that is the subject of a Matched Restructuring Pair Notice being amended or modified after Noon (New York time) on the day of the MRP Notice Delivery Date, unless such action is agreed to by the Clearing House.
- (f) The CDS Clearing Members and CDS Participants each hereby gives all required permissions that are necessary to be given in order for the Clearing House to submit to, and receive from, DTCC relevant restructuring information with respect to such CDS Clearing Members or CDS Participants.
- (g) The CDS Clearing Members and CDS Participants each covenant that:
 - (i) the relevant CDS Clearing Member shall use best efforts to ensure that the records in the applicable DTCC Account in respect of any CDS Contract that is the subject of a Matched Restructuring Pair Notice is accurately updated prior to the MRP Notice Delivery Date; and
 - (ii) each CDS Clearing Member shall ensure that it has adequate operational capacity to access and use DTCC and shall ensure that its CDS Participants have the adequate operational capacity to access and use DTCC.

80604.B.C. Restructuring European Single Name CDS Contract.

The Clearing House acknowledges and agrees that it will not permit market participants to increase, close out, or otherwise affect the size of a position in a Restructuring European Single Name CDS Contract (other than due to the occurrence of a Credit Event, default management process, close out of a defaulting customer's positions, or withdrawal from clearing membership in accordance with CME rules, which include CME Rules 230, 8H10, 8H14, 8H26, 8H27, 8H802, 8H913, and 8H975).

The Clearing House may impose an increase or decrease in the position of a Restructuring European Single Name CDS Contract only through its default management process under applicable CME rules, which include CME Rules 230, 8H10, 8H14, 8H26, 8H27, 8H802, and 8H975).

80604.B.D. Matched Restructuring Pairs: Designations and Electronic Notices.

- (a) With respect to a Matched iTraxx Buyer Contract or a Matched iTraxx Seller Contract, the reference to "any of its Affiliates" in the first line of Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions shall be construed as a reference to "any third party".
- (b) A Matched iTraxx Buyer or Matched iTraxx Seller, as applicable, may deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option, only:
 - (i) via DS; and
 - (ii) in accordance with DTCC's rules and procedures in respect of delivery of notices through DTCC Accounts,

save if and as expressly stated to the contrary in this Chapter 806 or expressly agreed by the Clearing House. The deemed time of delivery of any such notices shall be as set out in the DTCC rules and procedures from time to time.

Furthermore, any Restructuring Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with this Rule 80604.B.D. will be invalid and ineffective. Any Restructuring Credit Event Notice or Notice to Exercise Movement Option which is or is deemed to be validly delivered in accordance with the provisions of this Rule shall be treated as valid delivery of a Restructuring Credit Event Notice or Notice to Exercise Movement Option for purposes of the 2003 ISDA Credit Derivatives Definitions.

- (c) If DTCC notifies the Clearing House (such notice to be sent in accordance with the contact details of the Clearing House specified in Rule 80502.C.D) or the Clearing House otherwise becomes aware that DS is or will be unable to process all or substantially all Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable, in a timely manner (a "**DTCC Failure**"), then:
- (i) the Clearing House will, as soon as reasonably practicable, and in any event within one hour of such notification or of the Clearing House becoming aware of such non-availability, as applicable, notify all relevant CDS Clearing Members of such occurrence, including the time at which such failure occurred (or if the Clearing House is not notified of such time by or on behalf of DTCC, the time at which the Clearing House received the relevant notification from or on behalf of DTCC or becomes aware of the relevant non-availability) (the "**DTCC Failure Time**"). The Clearing House shall also publish such information on its website as soon as reasonably practicable after becoming aware of a DTCC Failure;
 - (ii) if subsequent to a DTCC Failure, DTCC (or a third party designated in accordance with DTCC's rules and procedures from time to time) notifies the Clearing House that a DTCC Failure is no longer in effect, the Clearing House will as soon as reasonably practicable notify all relevant CDS Clearing Members accordingly, including the time (the "**DTCC Resolution Time**") (which must be no earlier than 30 minutes following the time of such notification) at which such DTCC Failure is deemed to have been resolved and following which DS is operative for purposes of delivery of Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable. The Clearing House shall also publish such information on its website as soon as reasonably practicable after notifying the relevant CDS Clearing Members that the DTCC Failure is no longer in effect and of the DTCC Resolution Time; and
 - (iii) the Clearing House and, to the extent so requested by the Clearing House, each CDS Clearing Member shall, as soon as reasonably practicable and to the extent permitted by DTCC, provide or confirm to DTCC details of any Restructuring Credit Event Notices or Notices to Exercise Movement Option, as applicable, delivered or purported to be delivered prior to the DTCC Resolution Time, so as to permit delivery of subsequent confirmation notices via the DS pursuant to Rule 80604.B.D.(b).
- (d) From (and including) the DTCC Failure Time to (but excluding) the DTCC Resolution Time:
- (i) Rule 80604.B.D.(b) shall not apply and accordingly Restructuring Credit Event Notice or Notices to Exercise Movement Option shall be delivered directly in accordance with Rule 80604.B.D.(f) (and not via DS);
 - (ii) any notice delivered via DS prior to the DTCC Failure Time will be valid and will not be affected by such DTCC Failure; and
 - (iii) any notice delivered or purported to be delivered via DS at or following the DTCC Failure Time but prior to the DTCC Resolution Time will not be valid and effective.

Rule 80604.B.D.(b) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly in accordance with Rule 80604.B.D.(f) (and not via DS) will not be valid and effective.

- (e) If a CDS Clearing Member is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such CDS Clearing Member to deliver any Restructuring Credit Event Notice or any Notice to Exercise Movement Option via DS (a "**CDS Clearing Member Communications Failure Event**"):
- (i) such CDS Clearing Member may, notwithstanding Rule 80604.B.D.(b) deliver Restructuring Credit Event Notices and Notices to Exercise Movement Option directly in accordance with Rule 80604.B.D.(f) (and not via DS);
 - (ii) such CDS Clearing Member shall, within one hour of delivering any Restructuring Credit Event Notice or Notice to Exercise Movement Option directly in accordance with Rule 80604.B.D.(f), deliver to the Clearing House a notice (such notice to be sent in accordance with the contact details of the Clearing House specified in Rule 80502.C.D) signed by a senior officer (such as a managing director or equivalent) of such CDS Clearing Member certifying that it is affected by a CDS Clearing Member Communications Failure Event (or, if such CDS Clearing Member is unable to deliver such notice in writing, orally by telephone at the following client hotline number, as amended by the Clearing House from time to time: +1 312 338 7112)). The Clearing House shall notify all relevant CDS Clearing Members accordingly as soon as reasonably practicable and in any event within one hour of receipt of any such notification;
 - (iii) Rule 80604.B.D.(b) shall continue to apply in respect of notices given to the affected CDS Clearing Member by CDS Clearing Members comprised in any Matched Restructuring Pair in respect of which the affected CDS Clearing Member is a Matched iTraxx Buyer or Matched iTraxx Seller;
 - (iv) as soon as reasonably practicable upon such CDS Clearing Member ceasing to be subject to a CDS Clearing Member Communications Failure Event, it shall notify the Clearing House accordingly and thereupon Rule 80604.B.D.(b) shall apply and, accordingly, any Restructuring Credit Event Notice or Notice to Exercise Movement Option thereafter delivered or purported to be delivered directly in accordance with Rule 80604.B.D.(g) (and not via DS) will not be valid and effective; and
 - (v) such CDS Member which is subject to a CDS Clearing Member Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on other CDS Clearing Members and the Clearing House of any CDS Clearing Member Communications Failure Event, to cure such CDS Clearing Member Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant CDS Clearing Member Communications Failure Event do not recur,
- without prejudice to any other rights or remedy of the Clearing House, any breach by a CDS Clearing Member of the provisions of 80604.B.C(e)(i)-(v) above, shall not cause any Restructuring Credit Event Notice or Notice to Exercise Movement Option which would otherwise be valid and effective, to be invalid or ineffective.
- (f) Notices given by a Matched iTraxx Buyer or Matched iTraxx Seller in a Matched Restructuring Pair and which are not delivered via DS in accordance with Rule 80604.B.D.(b) shall be given to the address or number notified by the Clearing House to the Matched iTraxx Buyer or Matched iTraxx Seller, respectively, in the Matched Restructuring Pair Notice pursuant to Rule 80604.B.A.

- (g) Each Matched iTraxx Buyer and Matched iTraxx Seller shall notify the Clearing House or deliver a copy to the Clearing House of any notice delivered or received pursuant to Rule 80604.B.D.(f) (a "**CDS Clearing Member Acknowledgement**") by no later than 6:00 p.m. on the last day on which such notice could validly be sent (the "**Notice Acknowledgement Deadline**").

Where the Clearing House receives a CDS Clearing Member Acknowledgement in respect of any notice from both relevant CDS Clearing Members comprised in a Matched Restructuring Pair at or prior to the Notice Acknowledgement Deadline, the Clearing House shall perform its obligations in respect of the relevant Restructuring iTraxx Contracts.

Where the Clearing House receives a CDS Clearing Member Acknowledgement in respect of any notice from one relevant CDS Clearing Member only at or prior to the Notice Acknowledgement Deadline, the provisions of Rule 80604.B.G. shall apply and the Clearing House and each relevant CDS Clearing Member shall perform their obligations in respect of the relevant Restructuring iTraxx Contracts subject to the terms of any final resolution of the relevant dispute, as agreed between the relevant parties or as determined by arbitration or by litigation, as applicable. In such case, the Clearing House shall notify the CDS Clearing Member from which it has not received a CDS Clearing Member Acknowledgement of the asserted delivery or, as applicable, receipt of the relevant notice (in the case of a Restructuring Credit Event Notice or Notice to Exercise Movement Option, through the reports referred to in Rule 80604.B.H.

Where the Clearing House does not receive CDS Clearing Member Acknowledgement or confirmation of valid delivery in respect of any notice from either CDS Clearing Member in the relevant Matched Restructuring Pair on or prior to the relevant Notice Acknowledgement Deadline, the rights and obligations of the Clearing House as against each relevant CDS Clearing Member, and vice versa, shall be construed as if no such notice had been given. In addition, an amount shall be payable between the CDS Clearing Members equal to the difference between the value of the Matched iTraxx Buyer Contract had CDS Clearing Member Acknowledgement been given to the Clearing House on a timely basis and the value of such contract in the absence of such acknowledgement; such difference in value shall be determined as of the earlier of the day on which notice is given by any relevant CDS Clearing Member that such amount is due and payable and, in the case of a Restructuring Credit Event Notice or Notice to Exercise Movement Option, the eighth Clearing Business Day following the Auction Settlement Date, No Auction Announcement Date or Auction Cancellation Date, as applicable or otherwise the eighth Clearing Business Day following the last day on which such notice would validly have been delivered, by reference to the relevant Auction Settlement Amount or end of day contributed prices, in each case if available.

The relevant CDS Clearing Members shall have enforcement rights as against each other in respect of any resulting payments and deliveries; the Clearing House shall have no liability in respect thereof.

- (h) Notwithstanding Rule 80604.B.D.(b), where a CDS Clearing Member is uncertain as to whether or not a Restructuring Credit Event Notice or Notice to Exercise Movement Option (as applicable) it attempted to deliver via DS has: (x) actually been delivered; or (y) was delivered prior to the DTCC Failure time, the CDS Clearing Member shall be entitled to deliver such a notice directly to any CDS Clearing Member comprised in a relevant Matched Restructuring Pair (as designee of the Clearing House) specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

If a CDS Clearing Member delivers a manual notice pursuant to the above paragraph, such CDS Clearing Member shall be required to provide (together with such notice) sufficient details of the notice attempted to be given via DS so as to allow the other CDS Clearing Member and the Clearing House to identify the communication concerned.

If the first Restructuring Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to the above relates was actually

delivered successfully, any subsequent Restructuring Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

- (i) In relation to each Matched Restructuring Pair:
 - (i) the exercise of any rights by the Matched iTraxx Buyer against the Clearing House under a Matched iTraxx Buyer Contract shall be deemed to constitute the exercise of equal and simultaneous rights by the Clearing House against the Matched iTraxx Seller under the Matched iTraxx Seller Contract in the relevant Matched Restructuring Pair;
 - (ii) the exercise of any rights of the Matched iTraxx Seller against the Clearing House under a Matched iTraxx Seller Contract shall be deemed to constitute the exercise of equal and simultaneous rights by the Clearing House against the Matched iTraxx Buyer under the Matched iTraxx Buyer Contract in the relevant Matched Restructuring Pair;
 - (iii) where the Matched iTraxx Buyer validly delivers or serves any notice to the Matched iTraxx Seller in accordance with the Rules, such notice shall be effective with respect to both the Matched iTraxx Buyer Contract and the Matched iTraxx Seller Contract; and
 - (iv) where the Matched iTraxx Seller validly delivers or serves any notice to the Matched iTraxx Buyer in accordance with the Rules, such notice shall be effective with respect to both the Matched iTraxx Buyer Contract and the Matched iTraxx Seller Contract.
- (j) The Matched iTraxx Buyer and Matched iTraxx Seller in each Matched Restructuring Pair shall each make such payments and deliveries and deliver such notices in relation to settlement to one another and to the Clearing House as are required pursuant to a Matched iTraxx Contract, these Rules or applicable laws.

80604.B.E. Separation of Matched Restructuring Pairs

If (a) a Restructuring Announcement has occurred and (b) a subsequent announcement by the relevant decision body has been made that the relevant Restructuring Credit Event did not in fact occur, then:

- (a) to the extent that the Clearing House has not by then matched Sellers with Buyers to form Matched Restructuring Pairs in relation to the relevant iTraxx Europe Untranchd CDS Contracts, pursuant to Rule 80604.B.A, it shall not do so;
- (b) to the extent that the Clearing House has by then matched Sellers with Buyers to form Matched Restructuring Pairs, pursuant to Rule 80604.B.A, such Matched Restructuring Pairs shall be deemed not to have been created and any Restructuring Credit Event Notices delivered in connection with such Matched Restructuring Pairs shall be deemed ineffective; and
- (c) the Clearing House shall reverse the modifications that were made to the records in the relevant DTCC Accounts and the MRP File, pursuant to Rule 80604.B.B.

80604.B.F. Reference Obligation for Restructuring European Single Name CDS Contract

Paragraph 7.3(b)(ii) of the iTraxx Europe Untranchd Terms shall be amended by the insertion of the words "provided that the Reference Obligation for purposes of the New Trade will be the Reference Obligation for the Restructured Entity in question as specified by the Clearing House following consultation with the CDS RC" immediately after "(such new transaction, a **New Trade**)".

80604.B.G. Disputes as to Notices

If any CDS Clearing Member in a Matched Restructuring Pair where one such party is acting as designee of the Clearing House disputes the effective delivery in accordance with the terms of the relevant Restructuring iTraxx Contract of any notice delivered directly (and not via DS) in accordance with Rule 80604.B.D.(f) (and for such purposes, a dispute between the relevant CDS Clearing Member and the Clearing House shall be deemed to have arisen if the Clearing House receives a CDS Clearing Member Acknowledgement from one relevant CDS Clearing Member only in respect of any such notice):

- (a) following final resolution of such dispute by arbitration or by litigation, as applicable, the CDS Clearing Members comprised in the relevant Matched Restructuring Pair shall take such actions with respect to the Restructuring iTraxx Contracts the subject of such dispute as the Clearing House determines appropriate to give effect to any relevant binding resolution;
- (b) without prejudice to its obligations upon final resolution of the dispute, pending final resolution of any such dispute, the Clearing House shall not be obliged to take any step pursuant to the terms of the relevant Restructuring iTraxx Contracts which would be required to have been taken by it had the relevant notice been validly delivered; and
- (c) the Clearing House may call for additional performance bond related to such dispute.

Each relevant CDS Clearing Member must promptly notify the Clearing House of any such disputes.

80604.B.H. Reports

Without prejudice to the notification requirements set out elsewhere in the Rules, the Clearing House will communicate to the relevant CDS Clearing Members, on the basis of information received from DTCC or, as applicable, from CDS Clearing Members, amongst other things:

- (a) the aggregate Floating Rate Payer Calculation Amounts of Restructuring iTraxx Contracts to which they are a party and which are the subject of Restructuring Credit Event Notices; and
- (b) the results of the exercise of any Notice to Exercise Movement Option in relation to Restructuring iTraxx Contracts to which they are a party,

on each day during each CEN Triggering Period and NEMO Triggering Period, as applicable, through reports.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Restructuring Credit Event Notice or Notice to Exercise Movement Option which shall be subject to the terms of the relevant Restructuring iTraxx Contracts.