

FINAL 4/13/09

**Redacted portions of this Agreement will
be noted as “Redacted-Business Confidential”**

**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

OF

DIRECT EDGE HOLDINGS LLC



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Dated as of April 13, 2009

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**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF DIRECT EDGE HOLDINGS LLC**

This Fourth Amended and Restated Limited Liability Company Operating Agreement is made as of April 13, 2009 (the “Effective Date”), by and among Citadel Derivatives Group LLC (“Citadel”), The Goldman Sachs Group, Inc. (“Goldman”), Knight/Trimark, Inc. (“Knight”), International Securities Exchange Holdings, Inc. (“ISE Holdings”), DB US Financial Markets Holding Corporation (“DB”), LabMorgan Corporation (“JPMorgan”), Merrill Lynch L.P. Holdings, Inc. (“Merrill”), Nomura Securities International, Inc. (“Nomura”), and Sun Partners LLC (“Sun”, and together with DB, JPMorgan, Merrill and Nomura, the “ISE Stock Exchange Consortium Members”), and all other Persons (as defined in Section 1.1) who become parties hereto as Members (as defined in Section 1.1) of Direct Edge Holdings LLC (the “Company”), in accordance with the terms hereof, for purposes of recording their agreement regarding the affairs of the Company and the conduct of its business.

Recitals

WHEREAS, on June 5, 2007, Knight formed the Company as a limited liability company pursuant to the Act (as defined in Section 1.1), by causing to be filed a Certificate of Formation of the Company, attached hereto as Exhibit A (the “Certificate”), with the office of the Secretary of State of the State of Delaware, and entered into the Limited Liability Company Operating Agreement of the Company as the sole member (the “Initial Agreement”);

WHEREAS, the Company was formed for the purpose of operating an ECN (as defined in Section 1.1) through its ownership of 100% of the ownership interest in Direct Edge ECN LLC, a Delaware limited liability company (“Direct Edge”);

WHEREAS, on July 23, 2007, Citadel purchased Units (as defined in Section 1.1) representing a [Redacted-Business Confidential] ownership interest in the Company pursuant to that certain Purchase Agreement, dated as of June 12, 2007, as amended pursuant to the Amendment to Purchase Agreement, dated as of July 23, 2007, among the Company, Citadel and solely with respect to certain sections thereof, Knight Capital Group, Inc. (the “Citadel Purchase Agreement”);

WHEREAS, on July 23, 2007, Citadel and Knight amended and restated the Initial Agreement in its entirety to reflect the issuance of Units to Citadel pursuant to the Citadel Purchase Agreement and the admission of Citadel as a Member of the Company (the “First Amended Agreement”);

WHEREAS, the Company issued to Citadel a Warrant, dated as of July 23, 2007 (the “Warrant”), pursuant to which Citadel exercised in full its right to purchase up to [Redacted-Business Confidential] Units from the Company on September 28, 2007;

WHEREAS, on September 28, 2007, Goldman purchased Units from Knight and Citadel representing a [Redacted-Business Confidential] ownership interest in the Company pursuant to

that certain Purchase Agreement, dated as of August 10, 2007, among the Knight Capital Group, Inc., Citadel and Goldman (the “Goldman Purchase Agreement”);

WHEREAS, on September 28, 2007, Citadel, Goldman and Knight amended and restated the First Amended Agreement in its entirety to reflect the purchase of Units by Goldman from Knight and Citadel pursuant to the Goldman Purchase Agreement and the admission of Goldman as a Member of the Company (the “Second Amended Agreement”);

WHEREAS, on December 23, 2008 and immediately prior to the execution and delivery of the Third Amended Agreement (as defined below), ISE Holdings purchased (i) all of the Class B limited liability company membership interests of ISE Exchange from Knight and Citadel representing in the aggregate a [Redacted-Business Confidential] ownership interest in ISE Stock Exchange, LLC, a Delaware limited liability company (“ISE Exchange”), and (ii) Units from Citadel, Goldman and Knight representing a [Redacted-Business Confidential] ownership interest in the Company (the “ISE Purchases”), in each case pursuant to that certain Transaction Agreement, dated as of August 22, 2008 (the “Transaction Agreement”), among Citadel, Goldman, Knight, the Company, ISE Holdings, ISE Exchange, International Securities Exchange, LLC, a Delaware limited liability company (“ISE LLC”), and Maple Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company (“Merger Sub”);

WHEREAS, immediately following the ISE Purchases, ISE Holdings and the ISE Stock Exchange Consortium Members owned in aggregate 100% of the ownership interest in ISE Exchange;

WHEREAS, on December 23, 2008 (i) immediately following the ISE Purchases, ISE Exchange merged with and into Merger Sub pursuant to the Transaction Agreement (the “Merger”), with Merger Sub surviving the merger as a wholly owned subsidiary of the Company (the “Surviving Company”), as a result of which Merger, the ownership interests in ISE Exchange owned by ISE Holdings and the ISE Stock Exchange Consortium Members were converted into Units; and (ii) immediately following the Merger, ISE Holdings made a capital contribution to the Company pursuant to the Transaction Agreement (the “ISE Capital Contribution”);

WHEREAS, as a result of the ISE Purchases and the Merger, Knight, Citadel and Goldman each owned Units representing a [Redacted-Business Confidential] ownership interest in the Company, ISE Holdings owned Units representing a [Redacted-Business Confidential] ownership interest in the Company and the ISE Stock Exchange Consortium Members owned Units representing a 9.42% ownership interest in the Company, in aggregate;

WHEREAS, on December 23, 2008, (A) simultaneous with the effectiveness of the Merger, the Second Amended Agreement was amended and restated in its entirety (the “Third Amended Agreement”) to reflect (i) the purchase of Units by ISE Holdings from Citadel, Goldman and Knight pursuant to the Transaction Agreement, (ii) the admission of ISE Holdings as a Member of the Company, (iii) the Merger, (iv) the admission, pursuant to Section 18-301(b)(3) of the Act, of the ISE Stock Exchange Consortium Members as Members of the Company as a result of the Merger, and (v) the current requirements applicable to national

securities exchanges; and (B) immediately following the amendment and restatement of the Second Amended Agreement in its entirety, Exhibit B and Exhibit C of the Third Amended Agreement were deemed amended to reflect the ISE Capital Contribution, as a result of which, Knight, Citadel and Goldman each owned Units representing a 19.9% ownership interest in the Company, ISE Holdings owned Units representing a 31.54% ownership interest in the Company and the ISE Stock Exchange Consortium Members owned Units representing a 8.76% ownership interest in the Company, in aggregate;

WHEREAS, the Company expects to form EDGX Exchange, Inc., a Delaware corporation (“EDGX”), and EDGA Exchange, Inc., a Delaware corporation (“EDGA”), and transfer to each of EDGX and EDGA certain assets of the Company;

WHEREAS, the Company expects to file a Form 1 Application for Registration as a national securities exchange with the United States Securities and Exchange Commission (the “SEC”) to register each of EDGX and EDGA as a national securities exchange (each, a “Form 1”);

WHEREAS, prior to the Merger, the ISE Stock Exchange operated a marketplace for the trading of U.S. cash equity securities by equity electronic access members of ISE LLC under the rules of the ISE as a Facility of ISE LLC (the “ISE Exchange”);

WHEREAS, after the Merger, Merger Sub, as successor in interest to ISE Stock Exchange, operates the ISE Exchange as a Facility of ISE LLC;

WHEREAS, the ISE Exchange will cease operations if the Commission approves the EDGX and EDGA Form I applications;

[WHEREAS, pursuant to Section 18-101(7) of the Act, the ISE Stock Exchange Consortium Members are bound by this Agreement as Members of the Company as if signatories hereto];

WHEREAS, the Members desire to amend and restate the Third Amended Agreement in its entirety to modify certain management rights set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby continue the Company without dissolution, amend and restate the Third Amended Agreement in its entirety and agree as follows:

Article I

Defined Terms

1.1 Definitions. The following terms shall have the following meanings as used in this Agreement:

“AAA” shall have the meaning set forth in Section 15.8.

“Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended and in effect from time to time, and any successor statute.

“Additional Capital Contribution” shall have the meaning set forth in Section 5.2(b).

“Affiliate” shall have the meaning set forth in Rule 12b-2 under the Exchange Act.

“Agreement” shall mean this fourth amended and restated limited liability company operating agreement, including all exhibits hereto, as amended, restated or supplemented from time to time.

“Annual Budget” shall have the meaning set forth in Section 11.4.

“Arbitrator Panel” shall have the meaning set forth in Section 15.8.

“Associated Businesses” shall have the meaning set forth in Section 7.15(b).

“Bankruptcy” shall have the meaning ascribed thereto in Sections 18-101(1) and 18-304 of the Act.

“Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, 11 U.S.C. § 101 et seq., as amended and in effect from time to time, and any successor statute.

“beneficially owned” shall have the meaning set forth in Rule 13d-3 under the Exchange Act. “owned beneficially” and similar formulations shall have correlative meanings.

“Board” shall have the meaning set forth in Section 7.1(a).

“Business Day” shall mean a day other than a Saturday or a Sunday on which commercial banks in New York are not required or permitted under applicable laws or regulations to close.

“Capital Account” shall mean a capital account maintained for each Member in accordance with the principles and requirements set forth in Section 704(b) of the Code.

“Capital Call Amount” shall have the meaning set forth in Section 5.2(b).

“Capital Call Notice” shall have the meaning set forth in Section 5.2(b).

“Capital Call Response Date” shall have the meaning set forth in Section 5.2(b).

“Capital Contribution” shall mean the amount of all capital contributions, including Additional Capital Contributions, contributed by a Member in its capacity as such at any point in time.

“Capital Contribution Date” shall have the meaning set forth in Section 5.2(d).

“Capital Contribution Shortfall” shall have the meaning set forth in Section 5.2(c).

“Certificate” shall have the meaning set forth in the recitals.

“Citadel” shall have the meaning set forth in the preamble.

“Citadel Confidentiality Agreement” shall mean the confidentiality agreement among Knight Capital Group, Inc., Direct Edge ECN LLC and Citadel Limited Partnership, dated February 22, 2007.

“Citadel Purchase Agreement” shall have the meaning set forth in the recitals.

“Client” shall have the meaning set forth in Section 7.15(c).

“Code” shall mean the United States Internal Revenue Code of 1986, as amended and in effect from time to time.

“Company” shall have the meaning set forth in the preamble.

“Company BFO” shall have the meaning set forth in Section 6.5(a).

“Company-Related SRO” shall mean (i) any Exchange Subsidiary of the Company that is registered with the SEC as a national securities exchange, as provided in Section 6 of the Exchange Act, and (ii) ISE SRO.

“Company Sale” shall have the meaning set forth in Section 6.5(a).

“Company’s business” shall mean the business of the Company and its subsidiaries.

“Compelled Members” shall have the meaning set forth in Section 6.3(a).

“Compellers” shall have the meaning set forth in Section 6.3.

“Competing Prospective Licensee” shall have the meaning set forth in Section 10.7(b).

“Confidential Information” shall have the meaning set forth in Section 7.15(b).

“Consortium Units” shall have the meaning set forth in Section 6.2(a).

“Controlling Units” shall have the meaning set forth in Section 6.3.

“Conversion” shall have the meaning set forth in Section 7.19(a).

“Covered Persons” shall have the meaning set forth in Section 15.1(a).

“DB” shall have the meaning set forth in the preamble.

“Delaware UCC” shall have the meaning set forth in Section 4.2.

“Direct Edge” shall have the meaning set forth in the recitals.

“Distributable Cash” shall have the meaning set forth in Section 8.1.

“Distribution Plan” shall mean a capital spending and distribution plan adopted pursuant to Section 7.7(c)(5) or Section 7.7(f)(3).

“Drag-Along Offer” shall have the meaning set forth in Section 6.3.

“Drag-Along Notice” shall have the meaning set forth in Section 6.3(b).

“ECN” shall mean an “electronic communications network” as defined in Rule 600(b) of Regulation NMS of the Exchange Act.

“EDGA” shall have the meaning set forth in the recitals.

“EDGX” shall have the meaning set forth in the recitals.

“Effective Date” shall have the meaning set forth in the preamble.

“Eligible Subsidiary” shall have the meaning set forth in Section 7.18.

“Eligible Units” shall have the meaning set forth in Section 6.2(f).

“Ending Date” shall have the meaning set forth in Section 6.4(b).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended and in effect from time to time, and any successor statute.

“Exchange Member” shall mean (i) any registered broker or dealer, as defined in Section 3(a)(48) of the Exchange Act, that is registered with the SEC under the Exchange Act and that has been admitted to membership in the national securities exchange operated by a Company-Related SRO other than ISE SRO, (ii) any associated person of any registered broker or dealer (as determined using the definition of “person associated with a member” as defined under Section 3(a)(21) of the Exchange Act) that has been admitted to membership in the national securities exchange operated by a Company-Related SRO other than ISE SRO, or (iii) for so long as ISE Exchange is a Facility of ISE LLC, (a) any holder of Electronic Access Member Rights, as defined in the Second Amended and Restated Limited Liability Company Agreement of ISE LLC, and (b) any associated person of any holder of Electronic Access Member Rights (as determined using the definition of “person associated with a member” as defined under Section 3(a)(21) of the Exchange Act).