

NYSE AMEX OPTIONS* TRADING PERMIT (“ATP”) CONVERSION FORM

*NYSE Amex Options is the options trading facility of NYSE Alternext US LLC

The purpose of this form is to allow current 86 Trinity Permit Holders to convert their present trading privileges to an NYSE Amex ATP prior to February 9, 2009. On February 9, 2009, if 86 Trinity Permit Holders have not converted to NYSE Amex ATP Holders, they will not be permitted to conduct transactions on the new NYSE Amex Options trading platform and will be required to submit a completed NYSE Amex ATP application for review and approval prior to conducting any transactions on NYSE Amex Options.

This form must be submitted to Client Relationship Services by Friday, January 9, 2009, to allow sufficient time for these permits to be issued. Based on the information in this form Client Relationship Services will inform you of the number of permits you require and any additional information that may be required to issue such permit(s). No permits will be issued other than pursuant to the rules applicable to NYSE Amex Options.

I. General Information (complete all applicable information)

Date: _____

Central Registration Depository (“CRD”) Number: _____

Name of Applicant Broker-Dealer (ATP Firm): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Fax: _____

Contact Name: _____ Title: _____

Contact Phone: _____ Fax: _____

Email Address: _____

II. List of Registered Traders

Full Name: _____ Date of Birth: _____ CRD NO: _____

Specialist Remote Market Maker (RMM) Floor Market Maker (FMM) Floor Broker (FB)

Market Maker Authorized Trader

Form U4 and Fingerprint Card Information is current and accessible for this person on Web CRD®

Full Name: _____ Date of Birth: _____ CRD NO: _____

Specialist Remote Market Maker (RMM) Floor Market Maker (FMM) Floor Broker (FB)

Market Maker Authorized Trader

Form U4 and Fingerprint Card Information is current and accessible for this person on Web CRD®

Full Name: _____ Date of Birth: _____ CRD NO: _____

Specialist Remote Market Maker (RMM) Floor Market Maker (FMM) Floor Broker (FB)

Market Maker Authorized Trader

Form U4, and Fingerprint Card Information is current and accessible for this person on Web CRD®

Full Name: _____ Date of Birth: _____ CRD NO: _____

Specialist Remote Market Maker (RMM) Floor Market Maker (FMM) Floor Broker (FB)

Market Maker Authorized Trader

Form U4 and Fingerprint Card Information is current and accessible for this person on Web CRD®

Full Name: _____ Date of Birth: _____ CRD NO: _____

Specialist Remote Market Maker (RMM) Floor Market Maker (FMM) Floor Broker (FB)

Market Maker Authorized Trader

Form U4 and Fingerprint Card Information is current and accessible for this person on Web CRD®

Please attach additional page with names, as needed.

III. Trading Access

The undersigned hereby confirms that it is (i) the holder of an 86 Trinity Permit, (ii) is currently permitted to trade on NYSE Amex Options, and (iii) has completed a Connectivity Questionnaire for purposes of trading on the new NYSE Amex Options trading platform to be implemented on February 9, 2009.

**Signature of Officer, General Partner, LLC Manager or
Sole Proprietor**

Name and Title of Signatory

IV. Terms

The undersigned hereby confirms the following:

1. Upon the effective date of the transfer of the trading floor of NYSE Amex Options from 86 Trinity to 11 Wall Street and the implementation of the new NYSE Amex Options electronic trading system, the term “ATP Firm” shall refer to a sole proprietor, partnership, corporation, limited liability company or other organization in good standing which holds an ATP or upon whom an individual ATP Holder has conferred trading privileges on the NYSE Amex Options Trading Facilities pursuant to applicable NYSE Alternext rules. An ATP Firm must be a registered broker or dealer pursuant to Section 15 of the Securities Exchange Act of 1934 (“1934 Act”).
2. An ATP is issued by NYSE Amex Options for effecting approved securities transactions on NYSE Amex Options Trading Facilities.
3. The broker or dealer obligations under NYSE Amex Options rules (see Rule 311), requiring that each ATP Firm and ATP Holder promptly submit to NYSE Amex Options any amendment to documents submitted as part of their ATP application, including but not limited to amendments to Form BD and/or Form U-4 and changes in contact information.
4. Pursuant to the 1934 Act, NYSE Amex Options may deny or condition trading privileges or bar a natural person from becoming associated (or may condition an association) with an ATP Firm (Associated Person) for the same reasons that the Securities and Exchange Commission (“SEC”) may deny or revoke a broker-dealer registration under the 1934 Act. The definition of “statutory disqualification” under Section 3(a)(39)(F) of the 1934 Act includes, but is not limited to, a person who has:
 - been expelled, barred or suspended from membership in or being associated with a member of an SRO;
 - had broker-dealer or similar privileges denied or suspended or caused such denial or suspension of another broker-dealer;
 - violated any provisions of the 1933, 1934 or 1940 Acts; and/or
 - been convicted of a theft or securities related misdemeanor or any felony within ten (10) years of the date of applying for membership status or becoming an Associated Person.

Check here if you ARE NOT the subject of a statutory disqualification.

Check here if you ARE the subject of a statutory disqualification.

Check here if the ATP Firm’s registered traders ARE NOT the subject of a statutory disqualification.

Check here if any of the ATP Firm’s registered traders ARE the subject of a statutory disqualification.

**Signature of Officer, General Partner, LLC Manager or
Sole Proprietor**

Date

Name and Title of Signatory

V. User Agreement

APPLICANT BROKER-DEALER AGREES TO ABIDE BY THE BYLAWS AND RULES OF NYSE ALTERNEXT US, LLC AS AMENDED FROM TIME TO TIME, AND ALL CIRCULARS, NOTICES, INTERPRETATIONS, DIRECTIVES OR DECISIONS ADOPTED BY NYSE ALTERNEXT US, LLC.

APPLICANT BROKER-DEALER AUTHORIZES ANY SRO, COMMODITIES EXCHANGE, GOVERNMENTAL AGENCY OR SIMILAR ENTITY TO FURNISH TO NYSE ALTERNEXT US, LLC, UPON ITS REQUEST, ANY INFORMATION THAT SUCH PERSON MAY HAVE CONCERNING THE ABILITY, BUSINESS ACTIVITIES, AND REPUTATION OF APPLICANT BROKER-DEALER OR ITS ASSOCIATED PERSONS, AND RELEASES SUCH PERSON OR ENTITY FROM ANY AND ALL LIABILITY IN FURNISHING SUCH INFORMATION. APPLICANT BROKER-DEALER AUTHORIZES NYSE ALTERNEXT US, LLC TO MAKE AVAILABLE TO ANY GOVERNMENTAL AGENCY, SRO, COMMODITIES EXCHANGE OR SIMILAR ENTITY, ANY INFORMATION IT MAY HAVE CONCERNING THE APPLICANT BROKER-DEALER OR ITS ASSOCIATED PERSONS, AND RELEASES NYSE ALTERNEXT US, LLC FROM ANY AND ALL LIABILITY IN FURNISHING SUCH INFORMATION.

APPLICANT BROKER-DEALER ACKNOWLEDGES ITS OBLIGATION TO UPDATE ANY AND ALL INFORMATION CONTAINED IN ANY PART OF THIS APPLICATION, INCLUDING TERMINATION OF MEMBERSHIP WITH ANOTHER SRO, WHICH MAY CAUSE A CHANGE IN THE APPLICANT BROKER-DEALER'S DEA. IT IS UNDERSTOOD THAT IN THAT EVENT, ADDITIONAL INFORMATION MAY BE REQUIRED BY NYSE ALTERNEXT US, LLC.

NYSE AMEX OPTIONS IS MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE NYSE AMEX OPTIONS AND ANY DATA, SOFTWARE OR INFORMATION MADE AVAILABLE THEREIN BY NYSE AMEX, OR ITS LICENSORS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY NYSE AMEX OPTIONS, OR ITS AGENTS, AFFILIATES, LICENSORS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, ACCURACY, UNINTERRUPTED USE, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

NO LIABILITY FOR TRADES.

USER UNDERSTANDS AND AGREES THAT (I) NYSE AMEX OPTIONS IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR A PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH NYSE AMEX OPTIONS, AND (II) NYSE AMEX OPTIONS IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING WITHOUT LIMITATION THE USER AND ANY PERSON FOR WHOM THE USER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF NYSE AMEX OPTIONS TO PERFORM SUCH PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER SUCH TRADE OR TRANSACTION. NYSE AMEX OPTIONS, OR ITS AGENTS, AFFILIATES OR LICENSORS WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CLAIMS, ARISING OUT OF NYSE AMEX OPTIONS OR ITS USE. ANY LOSSES, DAMAGES, OR OTHER CLAIMS, RELATED TO A FAILURE OF NYSE AMEX TO DELIVER, DISPLAY, TRANSMIT,

EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO, OR CREATED BY, NYSE AMEX OPTIONS WILL BE ABSORBED BY THE USER OR THE ATP HOLDER SPONSORING THE USER, THAT ENTERED THE ORDER, MESSAGE OR OTHER DATA INTO NYSE AMEX OPTIONS. IF THIS SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS USER AGREEMENT, THIS SECTION WILL SUPERCEDE SUCH OTHER SECTION.

NO CONSEQUENTIAL DAMAGES.

UNDER NO CIRCUMSTANCES WILL NYSE AMEX OPTIONS, OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON USER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF NYSE AMEX OPTIONS, INTERRUPTION IN USE OR AVAILABILITY NYSE AMEX OPTIONS, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

In witness whereof, the undersigned hereby causes this User Agreement to be executed.

Accepted on behalf of User:

Name: _____

Title: _____

Date: _____

By Firm's Chief Compliance Officer or Designee (if different from above):

Name: _____

Title: _____

Date: _____

With Notices to:	NYSE Amex Options
Contact Name:	Attention: Client Registration Services
Address:	220 Montgomery Street, 2 nd Floor
City, State, Zip:	San Francisco, CA 94104