SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)
(Amendment No.)*

GFI Group Inc.

(Name of Issuer)

Common Stock, par value $0.01 per share
(Title of Class of Securities)

361652 20 9
(CUSIP Number)

CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
(312) 930-1000
Attn: General Counsel

Copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Chicago, IL 60606
Attn: Rodd M. Schreiber, Esq.
Richard C. Witzel, Jr., Esq.
(312) 407-0411

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 30, 2014

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-l(e), 240.13d-l(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1.	Name of Reporting Person CME Group Inc. I.R.S. Identification Nos. of above persons (entities only) 36-4459170	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☒	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 48,209,304 SEE ITEM 5 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 48,209,304 SEE ITEM 5 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 48,209,304 SEE ITEM 5 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 38.1% (1)	
14.	Type of Reporting Person (See Instructions) CO	

(1) Beneficial ownership of 38.1% of outstanding Shares (as defined herein) is being reported hereunder solely because the Reporting Person (as defined herein) may be deemed to have beneficial ownership of such shares as a result of certain provisions contained in the Support Agreement (as defined herein) described in this Schedule 13D. Pursuant to Rule 13d-4, neither the filing of this Schedule 13D nor any of its content shall be deemed to constitute an admission by the Reporting Person that it is the beneficial owner of any Shares for purposes of Section 13(d) of the Exchange Act, or for any other purpose, and such beneficial ownership is expressly disclaimed. The calculation of the 38.1% beneficial ownership is based on (i) 48,209,304 Shares beneficially owned by the stockholders that are party to the Support Agreement as of July 30, 2014, and (ii) 126,487,416 Shares reported outstanding as of July 30, 2014 (as represented in the GFI Merger Agreement referred to in this Schedule 13D).

SCHEDULE 13D

Introductory Note

This Schedule 13D (this "Statement") is being filed as an original filing with the Securities and Exchange Commission (the "SEC") by CME Group Inc., a Delaware corporation ("CME") in connection with that certain Support Agreement, dated as of July 30, 2014 (the "Support Agreement"), by and among CME and certain stockholders (each a "Stockholder" and collectively, the "Stockholders"), of GFI Group Inc., a Delaware corporation (the "Company"), including Jersey Partners Inc., a New York corporation ("JPI"). The Support Agreement was entered into in connection with the execution of an Agreement and Plan of Merger, dated as of July 30, 2014 (the "GFI Merger Agreement"), by and among the Company, CME, Commodore Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of CME ("Merger Sub 1") and Commodore Acquisition LLC, a Delaware limited liability company and a wholly owned subsidiary of CME ("Merger Sub 2") providing for the merger of Merger Sub 1 with and into the Company (the "Merger"), with the Company continuing as the surviving corporation in the Merger (the "Surviving Corporation"), which will be followed, immediately after the effective time of the Merger (the "Effective Time"), by a merger of the Surviving Corporation with and into Merger Sub 2 (the "Subsequent Merger" and, together with the Merger, the "Combination"), with Merger Sub 2 continuing as the surviving entity in the Subsequent Merger. As a result of the Combination, the Company will become a wholly-owned subsidiary of CME.

In connection with the GFI Merger Agreement, CME, Cheetah Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of CME ("Merger Sub 3"), Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned subsidiary of CME ("Merger Sub 4"), JPI, New JPI Inc., a Delaware corporation ("New JPI"), and the other individuals signatory thereto, which are stockholders of JPI and New JPI (the "Signing Stockholders") entered into an Agreement and Plan of Merger (the "JPI Merger Agreement") providing for the merger of Merger Sub 3 with and into New JPI (the "JPI Merger"), with New JPI continuing as the surviving corporation in the JPI Merger (the "JPI Merger Surviving Corporation"), which will be followed, immediately after the effective time of the JPI Merger by a merger of the JPI Merger Surviving Corporation with and into Merger Sub 4 (the "Subsequent JPI Merger" and, together with the JPI Merger, the "JPI Combination"), with Merger Sub 4 to be the surviving entity. As a result of the JPI Combination, New JPI will become a wholly-owned subsidiary of CME.

Also in connection with the GFI Merger Agreement and the JPI Merger Agreement, Merger Sub 2, GFI Brokers Holdco Ltd, a Bermuda limited company ("IDB Buyer"), CME (solely for purposes of Article IX therein), JPI (solely for purposes of Article IX therein), and New JPI (solely for purposes of Article IX therein) entered into a Purchase Agreement (the "IDB Purchase Agreement" and, together with the GFI Merger Agreement and JPI Merger Agreement, the "Agreements") providing for IDB Buyer to purchase from Merger Sub 2, and Merger Sub 2 to sell, transfer and assign to IDB Buyer all of Merger Sub 2's right, title and interest in and to all of the issued and outstanding securities of the subsidiaries of the Company that own and operate the Company's interdealer brokerage business (collectively, the "IDB Transaction" and, together with the Combination, the JPI Combination, and the Support Agreement, the "Transactions").

Item 1. Security and Issuer

This Statement relates to shares of common stock, par value $0.01 per share, of the Company (the "Shares"). The name of the issuer is GFI Group Inc. The principal executive offices of the Company are located at 55 Water Street, New York, New York 10041.

Item 2. Identity and Background

(a) – (c), (f) This Statement is being filed by CME, which is sometimes referred to as the "Reporting Person."

The Reporting Person is a corporation organized under the laws of Delaware. The Reporting Person is a publicly listed company and, through its futures exchanges and clearing houses, serves the risk management and investment needs of customers around the globe. The address of the principal executive offices of the Reporting Person is 20 South Wacker Drive, Chicago, Illinois, 60606.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer of the Reporting Person are set forth on Schedule A hereto and are incorporated herein by reference.

(d) and (e) During the last five years, the Reporting Person has not, and to the best knowledge of the Reporting Person, none of the persons listed on Schedule A hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction that resulted in such person being subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds

As more fully described in Item 4 hereof, in connection with the execution of the GFI Merger Agreement, CME entered into a Support Agreement with the Stockholders related to the common stock of GFI owned by such Stockholders (the "Covered Shares"). On the terms and conditions set forth in the Support Agreement, each Stockholder agreed to (i) appear at each meeting of the stockholders of the Company, or otherwise cause their Covered Shares to be counted as present thereat for purposes of calculating a quorum, (ii) vote their Covered Shares in favor of the approval and adoption of the Combination, the GFI Merger Agreement, the Transactions and any other action requested by CME in furtherance thereof, (iii) vote their Covered Shares in favor of any proposal to adjourn a meeting of the stockholders of the Company to solicit additional proxies in favor of the approval and adoption of the Combination, the GFI Merger Agreement and the Transactions, (iv) vote their Covered Shares against any Takeover Proposal (as defined in the Support Agreement) and (v) vote their Covered Shares against any other action, agreement, or transaction that is intended to, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage, frustrate the purposes of or adversely affect the Transactions or the performance by the Company, JPI, New JPI or the other Stockholders of their respective obligations pursuant to the Transactions or pursuant to the Support Agreement. The Covered Shares to which this Statement relate have not been purchased by CME, and thus no funds have been used for such purpose. Other than the consideration to be paid by CME pursuant to the Agreements at or following the completion of the Transactions in accordance with the terms and conditions of the Agreements, the Reporting Person has paid no funds or other consideration in connection with the execution and delivery of the Support Agreement. For a description of the Support Agreement and the Agreements, see Item 4 below, which description is incorporated by reference in response to this Item 3.

Item 4. Purpose of the Transaction

(a) – (j)

The Agreements

As set forth in the Introductory Note, on July 30, 2014, (i) CME, Merger Sub 1, Merger Sub 2 and the Company entered into the GFI Merger Agreement (attached hereto as Exhibit 99.1 and incorporated by reference herein), (ii) CME, Merger Sub 3, Merger Sub 4, JPI and New JPI entered into the JPI Merger Agreement (attached hereto as Exhibit 99.2 and incorporated by reference herein) and (iii) Merger Sub 2, IDB Buyer, CME (solely for purposes of Article IX therein), JPI (solely for purposes of Article IX therein) and New JPI (solely for purposes of Article IX therein) entered into the IDB Purchase Agreement (attached hereto as Exhibit 99.3 and incorporated by reference herein).

The GFI Merger Agreement provides for the merger of Merger Sub 1 with and into the Company, with the Company continuing as the surviving corporation in the Merger, which will be followed, immediately after the effective time of the Merger, by a merger of the Surviving Corporation with and into Merger Sub 2, with Merger Sub 2 continuing as the surviving entity in the Subsequent Merger. As a result of the Combination, the Company will become a wholly-owned subsidiary of CME. The consummation of the Combination is subject to satisfaction or waiver of certain conditions, including, among others: (i) approval of the GFI stockholders, including the affirmative vote of a majority of the disinterested GFI stockholders, (ii) the shares of CME's Class A Common Stock to be issued in the Merger being approved for listing on NASDAQ, (iii) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other waiting periods under certain specified foreign competition laws, receipt of other specified regulatory approvals and the provision of certain notices to third parties, (iv) the absence of any law or order that is in effect and restrains, enjoins or otherwise prohibits the Combination, (v) the registration statement to be filed by CME with respect to the shares of CME's Class A Common Stock to be issued in the Merger being declared effective by the SEC, (vi) the completion of a pre-closing reorganization of the Company, and the satisfaction or waiver of the conditions to closing of the JPI Merger Agreement and the IDB Purchase Agreement, as further discussed below, (vii) the accuracy of the representations and warranties made by CME and the Company, respectively, and compliance by CME and the Company with their respective obligations under the GFI Merger Agreement, and (viii) the GFI subsidiaries retained by CME after the IDB Transaction having a specified amount of working capital and available cash on hand following the consummation of the transactions contemplated by the GFI Merger Agreement.

Prior to the consummation of the Combination, GFI shall use reasonable best efforts to take, or cause to be taken, all actions, and shall do, or shall cause to have done all things necessary, proper or advisable under applicable laws and rules and policies of the New York Stock Exchange to, upon consummation of the Combination, enable the delisting of GFI's Common Stock from the New York Stock Exchange and the deregistration of GFI's Common Stock under the Exchange Act.

Pursuant to the terms of, and subject to the conditions set forth in, the GFI Merger Agreement, upon consummation of the Combination, the Surviving Corporation's separate existence shall cease and Merger Sub 2 will continue as the surviving limited liability company and as a wholly-owned subsidiary of CME. The certificate of formation and limited liability company agreement of Merger Sub 2, as in effect immediately prior to the consummation of the Combination will continue as the certificate of formation and limited liability company agreement of the surviving entity and the managers and officers of Merger Sub 2 in office immediately prior to the consummation of the Combination will be the initial managers and officers of the surviving entity.

The JPI Merger Agreement provides for the merger of Merger Sub 3 with and into New JPI, with New JPI continuing as the surviving corporation in the JPI Merger, which will be followed, immediately after the effective time of the JPI Merger, by a merger of the JPI Merger Surviving Corporation with and into Merger Sub 4, with Merger Sub 4 to be the surviving entity in the Subsequent JPI Merger. As a result of the JPI Combination, New JPI will become a wholly-owned subsidiary of CME. The consummation of the JPI Combination is subject to customary closing conditions, including, without limitation, (i) the delivery to CME by the Signing Stockholders, in their capacity as stockholders of JPI and New JPI, of an irrevocable action by written consent to adopt the JPI Merger Agreement, (ii) the shares of common stock of CME to be issued in the JPI Merger being approved for listing on NASDAQ, (iii) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other waiting periods under certain specified foreign competition laws, receipt of other specified regulatory approvals and the provision of certain notices to third parties, (iv) the absence of any law or order that is in effect and restrains, enjoins or otherwise prohibits the JPI Combination, (v) the completion of a pre-closing reorganization of JPI and New JPI, and the satisfaction or waiver of the conditions to closing of the GFI Merger Agreement and the IDB Purchase Agreement as further discussed above and below, (vi) the accuracy of the respective representations and warranties made by CME, Merger Sub 3, Merger Sub 4, JPI, New JPI and the Signing Stockholders, and compliance by CME, Merger Sub 3, Merger Sub 4, JPI, New JPI and the Signing Stockholders with their respective obligations under the JPI Merger Agreement, and (vii) not more than five percent (5%) of the holders of the issued and outstanding shares of New JPI Common Stock or JPI Common Stock having demanded and not withdrawn appraisal of their shares.

The IDB Purchase Agreement provides for IDB Buyer to purchase from Merger Sub 2, and Merger Sub 2 to sell, transfer and assign to IDB Buyer, all of Merger Sub 2's right, title and interest in and to all of the issued and outstanding securities of the subsidiaries of the Company that own and operate the Company's interdealer brokerage business. The consummation of the IDB Transaction is subject to customary closing conditions, including, without limitation, (i) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other waiting periods under certain specified foreign competition laws, receipt of other specified regulatory approvals and the provision of certain notices to third parties, (ii) the absence of any law or order that is in effect and restrains, enjoins or otherwise prohibits the IDB Transaction, (iii) the satisfaction or waiver of the conditions to closing of the GFI Merger Agreement and JPI Merger Agreement as further discussed above, and (iv) the accuracy of the representations and warranties made by IDB Buyer and Merger Sub 2, respectively, and compliance by IDB Buyer and Merger Sub 2 with their respective obligations under the IDB Purchase Agreement.

Support Agreement

In connection with the execution of the GFI Merger Agreement, the Stockholders entered into the Support Agreement (attached hereto as Exhibit 99.4 and incorporated by reference herein) with CME. Pursuant to the Support Agreement, each Stockholder has agreed to (i) appear at each meeting of the stockholders of the Company, or otherwise cause their Covered Shares to be counted as present thereat for purposes of calculating a quorum, (ii) vote their Covered Shares in favor of the approval and adoption of the Combination, the GFI Merger Agreement, the Transactions and any other action requested by CME in furtherance thereof, (iii) vote their Covered Shares in favor of any proposal to adjourn a meeting of the stockholders of the Company to solicit additional proxies in favor of the approval and adoption of the Combination, the GFI Merger Agreement and the Transactions, (iv) vote their Covered Shares against any Takeover Proposal (as defined in the Support Agreement) and (v) vote their Covered Shares against any other action, agreement, or transaction that is intended to, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage, frustrate the purposes of or adversely affect the Transactions or the performance by the Company, JPI, New JPI or the other Stockholders of their respective obligations pursuant to the Transactions or pursuant to the Support Agreement. In addition, the Stockholders have agreed not to solicit competing Takeover Proposals or enter into discussions or negotiations with respect thereto. The Stockholders have granted an irrevocable proxy in favor of CME to vote their Covered Shares as set forth above. As of July 30, 2014, the Stockholders beneficially owned in the aggregate 48,209,304 Shares, which was approximately 38.1% of the total outstanding Shares (based on 126,487,416 Shares reported outstanding as of July 30, 2014 (as represented in the GFI Merger Agreement)).

The Support Agreement will terminate upon the earliest to occur of (i) the Effective Time, (ii) the termination of the Support Agreement by the mutual written consent of CME and the Stockholders, (iii) a termination of the GFI Merger Agreement due to (a) a breach of CME's representations, warranties or covenants thereto or (b) because the outside date has been reached or a restraint on the Combination has been imposed, in the case of (b), solely due to the failure to obtain certain antitrust approvals or (iv) 12 months after the termination of the GFI Merger Agreement.

The cover page of this Schedule 13D refers to 48,209,304 Shares beneficially owned by the Reporting Person with shared voting power and shared dispositive power, representing approximately 38.1% of the total outstanding Shares based on 126,487,416 Shares reported outstanding as of July 30, 2014 (as represented in the GFI Merger Agreement). However, such percentage and number of Shares may change at or prior to the time of the applicable vote.

The references to, and descriptions of, the Agreements and the Support Agreement are not intended to be complete and are qualified in their entirety by reference to the Agreements and the Support Agreement, copies of which are filed as Exhibits hereto and which are incorporated herein by reference.

Except as set forth in this Schedule 13D or as contemplated by the Agreements and Support Agreement, neither the Reporting Person nor, to the knowledge of the Reporting Person, any of the persons listed on Schedule A hereto, has any present plans or proposals which relate to or which would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of this Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) – (b) Prior to July 30, 2014, the Reporting Person was not a beneficial owner, for purposes of Rule 13d-3 under the Exchange Act, of any Shares or any other securities exchangeable or convertible into Shares. However, under the definition of "beneficial ownership" as set forth in Rule 13d-3 under the Exchange Act, as a result of entering into the Support Agreement, the Reporting Person may be deemed to beneficially own 48,209,304 Shares (with shared voting power and shared dispositive power) representing approximately 38.1% of the total outstanding Shares, based on 126,487,416 Shares reported outstanding as of July 30, 2014 (as represented in the GFI Merger Agreement). However, such percentage and number of Shares may change at or prior to the time of the applicable vote. The Reporting Person disclaims any beneficial ownership of such Shares, and nothing herein shall be deemed to be an admission by the Reporting Person as to the beneficial ownership of such Shares.

To the Reporting Person's knowledge, no Shares are beneficially owned by any of the persons identified in Schedule A.

Notwithstanding the foregoing, however, the Reporting Person (i) is not entitled to any rights as a stockholder of the Company with respect to any Shares and (ii) has no power to vote, direct the voting of, dispose of, or direct the disposal of, any Shares other than the power provided pursuant to the Support Agreement. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission that the Reporting Person is the beneficial owner of any securities of the Company (including, without limitation, the Shares owned by the Stockholders) for purposes of Section 13(d) or 16 of the Exchange Act or for any other purpose and such beneficial ownership is expressly disclaimed.

For the information contained in Item 2 with respect to JPI and Michael Gooch, reference is made to the Schedule 13G/A filed by JPI with the SEC on February 7, 2014.

(c) Except as described in this Schedule 13D, there have been no transactions in Shares by the Reporting Person, or, to the knowledge of the Reporting Person, by any of the persons listed on Schedule A hereto, during the past sixty (60) days.

(d) To the knowledge of the Reporting Person, no persons other than the Stockholders have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Covered Shares.

(e) Not applicable.

As stated above, the references to, and descriptions of, the Agreements and Support Agreement are not intended to be complete and are qualified in their entirety by reference to the Agreements and the Support Agreement, copies of which are filed as Exhibits hereto and are incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth, or incorporated by reference, in Items 3 through 5 of this Statement is hereby incorporated by reference into this Item 6. Except as otherwise described in this Statement, to the knowledge of the Reporting Person, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 or listed on Schedule A hereto, and between such persons and any person, with respect to any securities of the Company, including but not limited to transfer or voting of any of the securities of the Company, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees or profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

Exhibit 99.1	Agreement and Plan of Merger, dated as of July 30, 2014, by and among GFI Group Inc., CME Group Inc., Commodore Acquisition Corp. and Commodore Acquisition LLC
Exhibit 99.2	Agreement and Plan of Merger, dated as of July 30, 2014, by and among CME Group Inc., Cheetah Acquisition Corp., Cheetah Acquisition LLC, Jersey Partners Inc., New JPI Inc. and the other individual signatories thereto
Exhibit 99.3	Purchase Agreement, dated as of July 30, 2014, by and among Commodore Acquisition LLC, GFI Brokers Holdco Ltd, CME Group Inc., Jersey Partners Inc., and New JPI Inc.
Exhibit 99.4	Support Agreement, dated as of July 30, 2014, by and among CME Group Inc., Jersey Partners Inc., New JPI Inc., and the other signatories thereto

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 11, 2014

CME Group Inc.

By: /s/ Kathleen M. Cronin
Name: Kathleen M. Cronin
Title: Senior Managing Director,
General Counsel and Corporate Secretary

SCHEDULE A
DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSON

The following table sets forth the name, country of citizenship, business address, present principal occupation or employment, and name, principal business and address of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of the Reporting Person.

Name	Citizenship	Business Address	Present Principal Occupation or Employment and Address
Terrence A. Duffy	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Executive Chairman & President of the Reporting Person
Phupinder S. Gill	Republic of Singapore	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	CEO of the Reporting Person
Timothy S. Bitsberger	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Managing Director of BNP PNA
Charles P. Carey	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Principal of Henning & Carey Trading Company
Dennis H. Chookaszian	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Retired Chairman of the Financial Accounting Standards Advisory Council
Martin J. Gepsman	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Independent floor broker and trader
Larry G. Gerdes	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	CEO of Solo Health
Daniel R. Glickman	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Vice President of the Aspen Institute
J. Dennis Hastert	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Consultant/Senior Advisor to Dickstein Shapiro
Leo Melamed	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Chairman and CEO of Melamed & Associates
William P. Miller II	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Head of Asset Allocation with Sanabil
James E. Oliff	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	President of FILO Corp.
Edemir Pinto	Brazil	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	CEO of BM&FBOVESPA
Alex J. Pollock	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Resident Fellow of the American Enterprise Institute

John F. Sandner	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Retired Chairman of E*Trade Futures LLC
Terry L. Savage	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	President of Terry Savage Productions, Ltd.
William R. Shepard	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	President of Shepard International, Inc.
Dennis A. Suskind	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Retired general partner of Goldman Sachs
Jeffrey M. Bernacchi	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	President and owner of JMB Trading Corp.
Bruce F. Johnson	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Retired President, Director and part owner of Packers Trading Company, Inc.
Ronald A. Pankau	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Owner and CEO of JH Best and Sons
Howard J. Siegel	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Independent trader
David J. Wescott	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Founder and partner in Tradeforecaster Global Markets
Steven E. Wollack	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Independent trader, attorney, expert witness and NFA arbitrator
James E. Parisi	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Chief Financial Officer of the Reporting Person
Bryan T. Durkin	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Chief Operation Officer of the Reporting Person
Kimberly S. Taylor	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	President CME Clearing of the Reporting Person
Jill Harley	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Managing Director and Chief Accounting Officer of the Reporting Person
Julie Holzrichter	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Senior Managing Director of the Reporting Person
Kevin Kometer	U.S.	c/o CME Group Inc. 20 South Wacker Drive Chicago, IL 60606	Senior Managing Director and Chief Information Officer of the Reporting Person

Exhibit 99.1

Execution Version

AGREEMENT AND PLAN OF MERGER

AMONG

GFI GROUP INC.,

CME GROUP INC.,

COMMODORE ACQUISITION CORP.

AND

COMMODORE ACQUISITION LLC

DATED AS OF JULY 30, 2014

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Exhibit A Form of GFI Support Agreement

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 30, 2014 (this "Agreement"), is made and entered into among GFI Group Inc., a Delaware corporation ("GFI"), CME Group Inc., a Delaware corporation ("CME"), Commodore Acquisition Corp., a Delaware corporation and a wholly-owned CME Subsidiary ("Merger Sub 1"), and Commodore Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary ("Merger Sub 2"). CME, Merger Sub 1, Merger Sub 2 and GFI are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms have the meanings given to them in Section 1.1.

RECITALS

WHEREAS, the Board of Directors of GFI (upon the unanimous recommendation of the Special Committee) has approved and declared advisable, fair to and in the best interests of its stockholders, this Agreement and the merger of Merger Sub 1 with and into GFI (the "Merger") in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, immediately following the Merger, the Surviving Corporation will then merge with and into Merger Sub 2 (the "Subsequent Merger" and together with the Merger, the "Combination") in accordance with the applicable provisions of the DGCL and the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, prior to, or concurrently with, the execution of this Agreement, and as a condition and inducement to CME's willingness to enter into this Agreement, Jersey Partners Inc., a New York corporation ("JPI"), New JPI Inc., a Delaware corporation ("New JPI"), and each direct and indirect stockholder of IDB Buyer that Beneficially Owns GFI Common Stock (together with JPI and New JPI, the "JPI Stockholder Parties"), has executed a GFI Support Agreement in respect of shares of GFI Common Stock Beneficially Owned by the JPI Stockholder Parties, the form of which is attached hereto as Exhibit A;

WHEREAS, it is intended that, for U.S. federal income tax purposes, the Combination shall qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

WHEREAS, prior to the Closing, GFI will undertake an internal reorganization (i) pursuant to which any and all (a) assets of the IDB Business and (b) liabilities of any kind or nature relating to, arising out of or in connection with the IDB Business will be transferred to or retained by, as applicable, the GFI Subsidiaries that, after giving effect to such reorganization, will own and operate the IDB Business (such Subsidiaries, after giving effect to such reorganization, the "IDB Subsidiaries," and the other GFI Subsidiaries, after giving effect to such reorganization, collectively with GFI, the "CME Retained Subsidiaries"), and (ii) following which the CME Retained Subsidiaries will own all of the assets, properties and rights of the Trayport Business and the FENICS Business and will not have any liabilities other than those exclusively related to, arising out of or in connection with the Trayport Business and the FENICS Business, all in accordance with the Pre-Closing Reorganization Steps Plan and the terms of this Agreement (the "Pre-Closing Reorganization");

WHEREAS, immediately prior to the Closing, following an "(F) Reorganization" of JPI pursuant to which New JPI will become the record and Beneficial Owner of all of the shares of GFI Common Stock Beneficially Owned by JPI, Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned CME Subsidiary, will merge with and into New JPI, which will then merge with and into Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary (the "JPI Mergers"), each in accordance with the applicable provisions of the DGCL and the DLLCA and upon the terms and subject to the conditions set forth in the definitive merger agreement providing for the JPI Mergers (the "JPI Merger Agreement"); and

WHEREAS, immediately following the Closing, GFI Brokers Holdco Ltd, a Bermuda limited liability ("IDB Buyer"), will purchase from the Surviving Company the IDB Subsidiaries and assume certain liabilities (the "IDB Transaction"), upon the terms and subject to the conditions set forth in the definitive purchase agreement providing for the IDB Transaction (the "IDB Transaction Agreement").

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINED TERMS; THE MERGERS

Section 1.1 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

"Affiliate" means, with respect to any Person, at the time of determination, another Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

"Agent Agreement" has the meaning set forth in Section 6.15(d).

"Agreement" has the meaning set forth in the Preamble.

"Antitrust Division" has the meaning set forth in Section 6.4(a).

"Antitrust Laws" has the meaning set forth in Section 6.4(a).

"Available Cash" means cash and cash equivalents of GFI and the GFI Subsidiaries wherever located and regardless of currency (with foreign currency translated to U.S. dollars at the then-current exchange rates); provided that any cash equivalents or amounts held in investment accounts shall be counted toward Available Cash at the liquidation value thereof and only to the extent such amounts are readily convertible into cash (wherever located and regardless of currency); provided, further, that Available Cash shall exclude any amounts paid or to be paid to GFI, and shall not be reduced by any amounts paid or to be paid by GFI, in each case at or prior to the Closing and in connection with any Debt Offer or Discharge with respect to the Senior Notes due 2018 pursuant to Section 6.15 (Actions with Respect to Existing GFI Indebtedness).

"Average Closing CME Stock Price" has the meaning set forth in Section 1.7(b).

"Beneficial Owner" means, with respect to a Security, any Person who, directly or indirectly, through any contract, relationship or otherwise, has or shares (i) the power to vote, or to direct the voting of, such Security or (ii) the power to dispose of, or to direct the disposition of, such Security, and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 under the Exchange Act, and the terms "Beneficially Owned" and "Beneficial Ownership" shall be construed accordingly. For the avoidance of doubt, CME shall not be deemed to be the Beneficial Owner of any GFI Common Stock by virtue of the GFI Support Agreement or the JPI Merger Agreement.

"Board of Directors" means the board of directors of any specified Person.

"Burdensome Condition" has the meaning set forth in Section 6.4(c).

"Business Day" means any day except Saturday or Sunday on which commercial banks are not required or authorized to close in the City of Chicago, Illinois or the City of New York, New York.

"Certificate" has the meaning set forth in Section 1.7(c).

"Certificate of Merger" has the meaning set forth in Section 1.4.

"Change in Recommendation" has the meaning set forth in Section 6.2.

"Clayton Act" means the Clayton Antitrust Act of 1914, as amended, and the rules and regulations promulgated thereunder.

"Closing" has the meaning set forth in Section 1.3.

"Closing Date" has the meaning set forth in Section 1.3.

"CME" has the meaning set forth in the Preamble.

"CME Class A Common Stock" means class A common stock, par value $0.01 per share, of CME.

"CME Disclosure Letter" has the meaning set forth in Article IV.

"CME Financial Statements" means the consolidated financial statements of CME and the CME Subsidiaries included in the CME SEC Documents together, in the case of year-end statements, with reports thereon by Ernst & Young LLP, the independent auditors of CME for the periods included therein, including in each case a consolidated balance sheet, a consolidated statement of income, a consolidated statement of stockholders' equity and a consolidated statement of cash flows, and accompanying notes.

"CME Identified Representations" means Section 4.1, Section 4.2, Section 4.3, Section 4.4(a)(i) and Section 4.10.

"CME Material Adverse Effect" means, with respect to CME, any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (a) would reasonably be expected to prevent or materially impair or delay the ability of CME, Merger Sub 1 or Merger Sub 2 to perform their obligations under this Agreement or to consummate the Transactions or (b) has been, or would reasonably be expected to be, materially adverse to the business, assets, properties, liabilities, results of operations or financial condition of CME and the CME Subsidiaries, taken as a whole, except to the extent that such event, occurrence, fact, condition, change, development or effect results from (i) general economic or regulatory conditions or changes therein, (ii) financial or security market fluctuations or conditions, (iii) changes in or events affecting the industries or markets in which CME and the CME Subsidiaries operate, (iv) any effect arising out of a change in GAAP or Law, (v) the announcement or pendency of this Agreement and the Transactions or the identity of GFI, other than for purposes of Section 4.4 (No Violations; Consents and Approvals), including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensors, licensees, lenders, partners, employees or regulators, (vi) changes in the market price or trading volume of CME Class A Common Stock on Nasdaq (provided that this clause (vi) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a CME Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (vii) any failure by CME to meet any estimates or outlook of revenues or earnings or other financial projections (provided that this clause (vii) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a CME Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (viii) natural disasters or (ix) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack occurring prior to, on or after the date hereof, except, in the case of clauses (i), (ii), (iii), (iv), (viii) and (ix) above, to the extent CME and the CME Subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the businesses and industries in which CME and the CME Subsidiaries operate.

"CME Retained Subsidiaries" has the meaning set forth in the Recitals.

"CME RSU" has the meaning set forth in Section 1.8.

"CME SEC Documents" has the meaning set forth in Section 4.5.

"CME Subsidiary" means a Subsidiary of CME.

"Code" has the meaning set forth in the Recitals.

"Combination" has the meaning set forth in the Recitals.

"Confidentiality Agreement" has the meaning set forth in Section 6.3(c).

"Consent Solicitation" has the meaning set forth in Section 6.15(b).

"Constituent Documents" means with respect to any entity, its certificate or articles of association or incorporation, bylaws and any similar charter or other organizational documents of such entity.

"Contaminants" means any undocumented code, disabling mechanism or protection feature designed to prevent its use, including any undocumented clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, back door (including capabilities that permit non-administrative users to gain unrestricted access or administrative rights to Software or that otherwise bypasses security or audit controls), time bomb or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage, or disable Software or data, other software operating systems, computers or equipment with which the Software interacts.

"Continuing Employee" means each individual who is employed by GFI or any GFI Subsidiary immediately before the Effective Time and who remains employed by the Surviving Company or any of its Subsidiaries immediately following the consummation of the IDB Transaction.

"Continuing Employee RSU" has the meaning set forth in Section 3.3(b).

"Copyrights" has the meaning set forth in the definition of "Intellectual Property."

"Credit Agreement" means the Second Amended and Restated Credit Agreement, dated December 20, 2010, among GFI and GFI Holdings Limited, as borrowers, GFI Subsidiaries named therein, as guarantors, Bank of America, N.A., as administrative agent, Barclays Bank Plc and The Royal Bank of Scotland PLC, as co-syndication agents, the other lenders party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Barclays Bank PLC, as joint lead arrangers and joint book running managers.

"D & O Insurance" has the meaning set forth in Section 6.8(b).

"Debt Offer" has the meaning set forth in Section 6.15(b).

"Debt Offer Documents" has the meaning set forth in Section 6.15(b).

"DLLCA" has the meaning set forth in the Recitals.

"DGCL" has the meaning set forth in the Recitals.

"Discharge" has the meaning set forth in Section 6.15(c).

"Disinterested Stockholder Approval" has the meaning set forth in Section 3.4(c).

"Effective Time" has the meaning set forth in Section 1.4.

"Environmental Law" means any foreign, federal, state or local Law, treaty, decree, injunction, judgment, governmental restriction or any other requirement of Law (including common law) regulating or relating to the protection of human health and safety (as it relates to Releases or threatened Releases of Hazardous Substances), natural resources or the environment, including Laws relating to wetlands, pollution, contamination or the use, generation, management, handling, transport, treatment, disposal, storage, Release, threatened Release of, or exposure to, Hazardous Substances.

"Environmental Permit" means any permit, license, authorization or consent required pursuant to or necessary under applicable Environmental Laws.

"Equity Rights" means, with respect to any Person, any security or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, warrants, calls, restricted stock, deferred stock awards, stock units, phantom awards, dividend equivalents, or commitments relating to, or any stock appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, Securities or earnings of such Person, including, in the case of GFI, the GFI RSUs and the GFI Stock Options.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that together with GFI or any GFI Subsidiary would be deemed a "single employer" within the meaning of Section 414 of the Code.

"Estimated Closing Certificate" has the meaning set forth in Section 6.18.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" has the meaning set forth in Section 2.1(a).

"Exchange Fund" has the meaning set forth in Section 2.1(a).

"Exchange Ratio" has the meaning set forth in Section 1.7(b).

"Expenses" has the meaning set forth in Section 6.7.

"FENICS Business" means the business of developing, marketing and licensing to customers a suite of software that facilitates pricing, analytics, risk management, connectivity and straight-through processing and lifecycle management of foreign exchange options, as well as the sale or license of FENICS Business and IDB Business market data, in each case as conducted by GFI and the GFI Subsidiaries immediately prior to the date of this Agreement (subject to any changes permitted or required in accordance with Section 5.1).

"Foreign Competition Laws" has the meaning set forth in Section 3.6(b).

"Foreign GFI Benefit Plan" has the meaning set forth in Section 3.16(k).

"Form S-4" has the meaning set forth in Section 3.10.

"FTC" has the meaning set forth in Section 6.4(a).

"GAAP" has the meaning set forth in Section 3.7(b).

"GFI" has the meaning set forth in the Preamble.

"GFI Benefit Plans" has the meaning set forth in Section 3.16(a).

"GFI Common Stock" means the common stock, par value $0.01 per share, of GFI.

"GFI Contracts" has the meaning set forth in Section 3.19(b).

"GFI Disclosure Letter" has the meaning set forth in Article III.

"GFI Financial Statements" means the consolidated financial statements of GFI and the GFI Subsidiaries included in the GFI SEC Documents together, in the case of year-end statements, with reports thereon by PricewaterhouseCoopers LLP, the independent auditors of GFI for the periods included therein, including in each case a consolidated balance sheet, a consolidated statement of income, a consolidated statement of stockholders' equity and a consolidated statement of cash flows, and accompanying notes.

"GFI Identified Representations" means Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6(a)(i) and Section 3.25.

"GFI Improvements" has the meaning set forth in Section 3.15.

"GFI Leased Real Property" means all real property interests leased by GFI or any of the GFI Subsidiaries.

"GFI License Agreements" has the meaning set forth in Section 3.18(b).

"GFI Owned Intellectual Property" means Intellectual Property owned by GFI or a GFI Subsidiary.

"GFI Permits" has the meaning set forth in Section 3.13(a).

"GFI Recommendation" has the meaning set forth in Section 6.2.

"GFI Registered Intellectual Property" has the meaning set forth in Section 3.18(a).

"GFI RSU" means restricted stock units of GFI issued under the GFI Stock Plans.

"GFI SEC Documents" has the meaning set forth in Section 3.7(a).

"GFI Stock Option" means an option to purchase shares of GFI Common Stock issued under the GFI Stock Plans.

"GFI Stock Plans" means the Amended and Restated GFI 2008 Equity Incentive Plan, 2008 Equity Incentive Plan, 2004 Equity Incentive Plan, 2002 Stock Option Plan and 2000 Stock Option Plan.

"GFI Stockholder Approval" has the meaning set forth in Section 3.4(c).

"GFI Stockholders Meeting" has the meaning set forth in Section 6.2.

"GFI Subsidiary" has the meaning set forth in Section 3.2(a).

"GFI Support Agreement" means the GFI Support Agreement, the form of which is attached hereto as Exhibit A.

"Governmental Entity" means any supranational, national, state, commonwealth, province, territory, county, municipal, district or local government (including any subdivision, court, administrative agency or commission or other authority thereof), governmental official (such as a state attorney general), or any other supranational, governmental, intergovernmental, quasi-governmental authority, body, department or organization, including the SEC, European Union, Commodity Futures Trading Commission, UK Financial Conduct Authority, or any state or banking securities bureau or department, or any regulatory body appointed by any of the foregoing, in each case in any jurisdiction.

"Hazardous Substances" means all substances, materials, contaminants, pollutants, wastes defined as "hazardous" or "toxic," other otherwise defined, regulated or included under or pursuant to any Environmental Law, including any such constituents defined as "oils," "pollutants" or "contaminants" in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. § 300.5, and also including mold, radon or greenhouse gases.

"HSR Act" has the meaning set forth in Section 3.6(b).

"IDB Business" means the business of GFI and the GFI Subsidiaries (including all corporate overhead and administrative support functions) other than the Trayport Business and the FENICS Business.

"IDB Buyer" has the meaning set forth in the Recitals.

"IDB Employee" means each current or former employee of GFI or any GFI Subsidiary, in each case exclusive of Continuing Employees.

"IDB Option" has the meaning set forth in Section 6.6(e)(i).

"IDB RSU" has the meaning set forth in Section 6.6(e)(i).

"IDB Subsidiaries" has the meaning set forth in the Recitals.

"IDB Transaction" has the meaning set forth in the Recitals.

"IDB Transaction Agreement" has the meaning set forth in the Recitals.

"Indebtedness" means, with respect to any Person, without duplication, (i) all obligations of such Person and its Subsidiaries for borrowed money, or with respect to deposits or advances of any kind, (ii) all obligations of such Person and its Subsidiaries evidenced by bonds, debentures, notes, mortgages or similar instruments or securities, (iii) all obligations of such Person and its Subsidiaries issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person and its Subsidiaries to creditors for inventory, services and supplies incurred in the ordinary course of business consistent with past practices), (iv) all lease obligations of such Person and its Subsidiaries capitalized on the books and records of such Person or any of its Subsidiaries, (v) all obligations of others secured by a Lien on property or assets owned or acquired by such Person or any of its Subsidiaries, whether or not the obligations secured thereby have been assumed, (vi) all letters of credit or performance bonds issued for the account of such Person or any of its Subsidiaries (excluding (a) letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business consistent with past practices, (b) standby letters of credit relating to workers' compensation insurance and surety bonds, (c) surety bonds and customs bonds and (d) clearing house guarantees) and (vii) all guarantees and arrangements having the economic effect of a guarantee of such Person or any of its Subsidiaries of any Indebtedness of any other Person, other than clearing house guarantees. Notwithstanding the foregoing, "Indebtedness" shall not include intercompany indebtedness, obligations or liabilities between either (A) GFI or one of the wholly-owned GFI Subsidiaries on the one hand, and another wholly-owned GFI Subsidiary on the other hand or (B) CME or one of the wholly-owned CME Subsidiaries on the one hand, and another wholly-owned CME Subsidiary on the other hand.

"Indemnified Persons" has the meaning set forth in Section 6.8(a).

"Indenture" means the Indenture, dated as of July 19, 2011, between GFI and The Bank of New York Mellon Trust Company, N. A., as Trustee, relating to the Senior Notes due 2018, together with any supplemental indentures thereunder and including the terms and provisions of the Senior Notes due 2018.

"Independent Director RSU" means a GFI RSU held by a non-employee director of GFI.

"Intellectual Property" means (i) trademarks, service marks, trade names, internet domain names, designs, logos, slogans and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing (collectively, "Trademarks"); (ii) patents and patent applications (collectively, "Patents"); (iii) copyrights (including any registrations and applications for any of the foregoing) (collectively, "Copyrights"); (iv)

computer programs (including any and all software implementation of algorithms, models and methodologies, whether in source code or object code), databases and compilations (including any and all data and collections of data) and all documentation (including user manuals and training materials) relating to any of the foregoing (collectively, "Software"); and (v) technology, trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models and methodologies (collectively, "Trade Secrets").

"Intervening Event" has the meaning set forth in Section 6.5(f).

"IRS" means the Internal Revenue Service.

"JPI" has the meaning set forth in the Recitals.

"JPI Mergers" has the meaning set forth in the Recitals.

"JPI Merger Agreement" has the meaning set forth in the Recitals.

"JPI Stockholder Parties" has the meaning set forth in the Recitals.

"Knowledge of CME" means the actual knowledge, after reasonable due inquiry, of the individuals listed on Section 1.1(a) of the CME Disclosure Letter as of the date hereof.

"Knowledge of GFI" means the actual knowledge, after reasonable due inquiry, of the individuals listed on Section 1.1(a) of the GFI Disclosure Letter as of the date hereof.

"Law" (and with the correlative meaning "Laws") means any rule, regulation, statute, statutory instrument, Order, ordinance or code promulgated by any Governmental Entity, including any common law, state and federal law, securities law, derivatives law, commodities law and law of any foreign jurisdictions.

"Leases" means leases, subleases, licenses and occupancy agreements for real property, including the GFI Leased Real Property.

"Liens" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), other charge or security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Material Adverse Effect" means, with respect to GFI, any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (a) would reasonably be expected to prevent or materially impair or delay the ability of GFI to perform its obligations under this Agreement or to consummate the Transactions or (b) has been, or would reasonably be expected to be, materially adverse to the business, assets, properties, liabilities, results of operations or financial condition of (1) GFI and the GFI Subsidiaries, (2) the Trayport Business and the FENICS Business or (3) the CME Retained Subsidiaries, in each case taken as a whole, except to the extent that such event, occurrence, fact, condition, change, development or effect results from (i) general economic or regulatory conditions or changes therein, (ii) financial or security market fluctuations or conditions, (iii) changes in or events affecting the industries or

markets in which such entity and its Subsidiaries operate, (iv) any effect arising out of a change in GAAP or Law, (v) the announcement or pendency of this Agreement and the Transactions or the identity of CME, other than for purposes of Section 3.6 (No Violations; Consents and Approvals), including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensors, licensees, lenders, partners, employees or regulators, (vi) changes in the market price or trading volume of GFI Common Stock on the NYSE (provided that this clause (vi) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (vii) any failure by GFI to meet any estimates or outlook of revenues or earnings or other financial projections (provided that this clause (vii) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (viii) natural disasters or (ix) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack occurring prior to, on or after the date hereof, except, in the case of clauses (i), (ii), (iii), (iv), (viii) and (ix) above, to the extent such entity and its Subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the businesses and industries in which such entity and its Subsidiaries operate.

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in Section 1.7(b).

"Merger Sub 1" has the meaning set forth in the Preamble.

"Merger Sub 2" has the meaning set forth in the Preamble.

"Nasdaq" means NASDAQ OMX Group, Inc.'s "NASDAQ Global Select Market."

"New JPI" has the meaning set forth in the Recitals.

"Notice" means all notices, filings and acknowledgements other than with respect to an Antitrust Law that are required to be filed with or provided to or obtained from any Regulatory Authority in order to the consummate the Transactions.

"NYSE" has the meaning set forth in Section 6.17.

"OFAC" has the meaning set forth in Section 3.23.

"Open Source Software" means computer software that is distributed as "free software," "open source software" or under a "copyleft" agreement or is otherwise subject to the terms of any license which requires, as a condition on the use, copying, modification and/or distribution of such computer software that such item, (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works or (iii) be redistributed at no or minimal charge.

"Order" means any charge, order, writ, injunction, judgment, decree, ruling, subpoena, determination, directive, award or settlement, whether civil, criminal or administrative and whether formal or informal, of any executive body, Governmental Entity or Self-Regulatory Organization.

"Outside Date" has the meaning set forth in Section 8.1(b)(i).

"Party" or "Parties" has the meaning set forth in the Preamble.

"Patents" has the meaning set forth in the definition of "Intellectual Property."

"Per Share Price" has the meaning set forth in Section 1.7(b).

"Permitted Liens" means (i) Liens for Taxes and other governmental charges not yet due and payable and Liens for Taxes and other governmental charges being contested in good faith and for which adequate reserves have been established in accordance with GAAP in the GFI Financial Statements, (ii) inchoate mechanics', materialmen's, workmen's, repairmen's, warehousemen's and carriers' Liens with respect to obligations incurred in the ordinary course of business consistent with past practice that are not yet due and payable or that are being contested in good faith, (iii) zoning restrictions, survey exceptions, utility easements, rights of way and similar Liens that are imposed by any Governmental Entity having jurisdiction thereon or otherwise are customary for the applicable property type and locality that do not, individually or in the aggregate, materially impair the use or value of the property subject thereto, (iv) non-exclusive licenses to Intellectual Property in the ordinary course of business consistent with past practices, (v) transfer restrictions on any Securities of GFI imposed by securities Laws and (vi) any other Liens (a) for which adequate reserves have been established in accordance with GAAP in the GFI Financial Statements for the most recent fiscal period ended prior to the date hereof or (B) which are incurred in the ordinary course of business consistent with past practice that do not, individually or in the aggregate, materially impair the continued use and operation of the assets to which they relate in the conduct of the business of GFI and the GFI Subsidiaries as currently conducted or currently proposed to be conducted.

"Person" means an individual, corporation, limited liability company, company, body corporate, partnership (whether or not having separate legal personality), association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Personal Information" means information from or about an individual person or device the use, aggregation, holding or management of which is restricted under any applicable Law, including an individual person's or device's (i) personally identifiable information (e.g., name, address, telephone number, email address, financial account number, government-issued identifier and any other data used or intended to be used to identify, contact or precisely locate a person) and (ii) Internet Protocol address or other persistent identifier.

"Pre-Closing Reorganization" has the meaning set forth in the Recitals.

"Pre-Closing Reorganization Steps Plan" means the steps plan set forth in Section 1.1(b) of the GFI Disclosure Letter.

"Proceeding" means any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy (whether at law or in equity, before or by any Governmental Entity or Self-Regulatory Organization or before any arbitrator).

"Proxy Statement/Prospectus" has the meaning set forth in Section 6.1(a).

"Release" means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including the moving of any materials through, into or upon, any land, soil, surface water, groundwater or air, or otherwise entering into the indoor or outdoor environment.

"Regulatory Approvals" means all registrations, licenses, permits, approvals, membership agreements, exemptive orders and regulatory or judicial orders (including those applicable to directors, officers, principals, employees and agents) other than with respect to an Antitrust Law issued by any Regulatory Authority required under applicable Laws to permit the consummation of the Transactions.

"Regulatory Authority" means any foreign, local, state or federal Governmental Entity, Self-Regulatory Organization, clearing house, depository (including the Depository Trust & Clearing Corporation) and exchange.

"Representatives" has the meaning set forth in Section 6.3(a).

"Restraints" has the meaning set forth in Section 7.1(d).

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, and the rules and regulations promulgated thereunder.

"SEC" has the meaning set forth in Section 3.6(b).

"Secretary of State" has the meaning set forth in Section 1.4.

"Securities" means, with respect to any Person, any series of common stock or preferred stock, any ordinary shares or preferred shares and any other equity securities, capital stock, partnership, membership or similar interest of such Person, and any securities that are convertible, exchangeable or exercisable into any such stock or interests, however described and whether voting or non-voting.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Self-Regulatory Organization" means any U.S. or foreign commission, board, agency or body that is not a Governmental Entity but is charged with regulating its own members through the adoption and enforcement of financial, sales practice and other requirements for brokers, dealers, securities underwriting or trading, stock exchanges, swap execution facilities, commodity exchanges, commodity intermediaries, electronic communications networks, insurance companies or agents, investment companies or investment advisers.

"Senior Notes due 2018" means the 8.375% Senior Notes due 2018 issued pursuant to the Indenture.

"Sherman Act" means the Sherman Antitrust Act of 1890, as amended, and the rules and regulations promulgated thereunder.

"Software" has the meaning set forth in the definition of "Intellectual Property."

"Special Committee" means a committee of the Board of Directors of GFI consisting only of independent and disinterested directors of GFI.

"Special Committee Financial Advisor" has the meaning set forth in Section 3.25.

"Subsequent Certificate of Merger" has the meaning set forth in Section 1.4.

"Subsequent Effective Time" has the meaning set forth in Section 1.4.

"Subsequent Merger" has the meaning set forth in the Recitals.

"Subsidiary" (and with the correlative meaning "Subsidiaries"), when used with respect to any Person, means any other Person, whether incorporated or unincorporated, of which (i) more than 50% of the Securities or other ownership interests or (ii) Securities or other interests having by their terms power to elect or appoint more than 50% of the Board of Directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

"Superior Proposal" has the meaning set forth in Section 6.5(f).

"Surviving Company" has the meaning set forth in Section 1.2.

"Surviving Corporation" has the meaning set forth in Section 1.2.

"Surviving Corporation Common Stock" has the meaning set forth in Section 1.7(a).

"Surviving Company Plans" has the meaning set forth in Section 6.6(a).

"Trayport Business" means the business of developing, marketing and licensing to customers a suite of electronic trading, information sharing, straight-through processing, clearing links and post-trade services for commodities, principally in the energy market, in each case as conducted by GFI and the GFI Subsidiaries immediately prior to the date of this Agreement (subject to any changes permitted or required in accordance with Section 5.1).

"Takeover Proposal" has the meaning set forth in Section 6.5(f).

"Tangible Equity" means tangible equity on the balance sheet of the IDB Subsidiaries as calculated in a manner consistent with the reference calculation statement, dated as of December 31, 2014, as set forth in Section 1.1(c) of the GFI Disclosure Letter.

"Tax" (and with the correlative meaning "Taxes") means (i) any U.S. federal, state, local or foreign net income, franchise, gross income, sales, use, value added, goods and services, ad valorem, turnover, real property, personal property, gross receipts, net proceeds, license, capital stock, payroll, employment, unemployment, disability, withholding, social security (or similar), excise, severance, transfer, alternative or add-on minimum, stamp, estimated, registration, fuel, occupation, premium, environmental, excess profits, windfall profits taxes or other tax of any kind and similar charges, fees, levies, imposts, duties, tariffs, licenses or other assessments, together with any interest and any penalties, additions to tax or additional amounts imposed with respect thereto by any Taxing Authority or Governmental Entity, (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, transferor liability, successor liability or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other agreement to indemnify any other person (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

"Tax Return" means any return, report, declaration, election, estimate, information statement, claim for refund or other document (including any amendment to any of the foregoing) filed or required to be filed with respect to Taxes.

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity.

"Tender Offer" has the meaning set forth in Section 6.15(b).

"Trade Secrets" has the meaning set forth in the definition of "Intellectual Property."

"Trademarks" has the meaning set forth in the definition of "Intellectual Property."

"Transactions" means the transactions contemplated by (i) the JPI Merger Agreement (including the F-Reorganization (as defined therein) and the JPI Mergers), (ii) this Agreement (including the Pre-Closing Reorganization and the Combination), (iii) the IDB Transaction Agreement (including the IDB Transaction) and (iv) the GFI Support Agreement.

"Trustee" means the Trustee, as defined in the Indenture, with respect to the Senior Notes due 2018.

"U.S." means the United States of America.

"Working Capital" means the working capital of the CME Retained Subsidiaries, which shall be calculated by subtracting the current liabilities of such entities from the current assets (excluding cash and cash equivalents) of such entities as of the Closing, in each case as calculated in a manner consistent with the sample calculation in Section 1.1(d) of the GFI Disclosure Letter.

Section 1.2 The Merger and the Subsequent Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, at the Effective Time, Merger Sub 1 will merge with and into GFI, and the separate existence of Merger Sub 1 shall cease. GFI shall continue as the surviving corporation and as a wholly-owned CME Subsidiary and shall continue to be governed by the laws of the State of Delaware (as such, the "Surviving Corporation"). Immediately after the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL and the DLLCA, the Surviving Corporation will merge with and into Merger Sub 2, and the separate existence of the Surviving Corporation shall cease. Merger Sub 2 shall continue as the surviving limited liability company and as a wholly-owned CME Subsidiary and shall continue to be governed by the laws of the State of Delaware (as such, the "Surviving Company"). At the Effective Time and the Subsequent Effective Time, the effects of the Combination shall be as provided in this Agreement, the Certificate of Merger, the Subsequent Certificate of Merger, and the applicable provisions of the DGCL and the DLLCA. Without limiting the generality of the foregoing, and subject thereto, (i) at the Effective Time, all of the property, rights, privileges, powers and franchises of GFI and Merger Sub 1 shall vest in the Surviving Corporation, and all debts, liabilities and duties of GFI and Merger Sub 1 shall become the debts, liabilities and duties of the Surviving Corporation, and (ii) at the Subsequent Effective Time, all of the property, rights, privileges, powers and franchises of the Surviving Corporation and Merger Sub 2 shall vest in the Surviving Company, and all debts, liabilities and duties of the Surviving Corporation and Merger Sub 2 shall become the debts, liabilities and duties of the Surviving Company.

Section 1.3 Closing. Unless this Agreement shall have been terminated in accordance with Section 8.1 (Termination), the closing of the Combination (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606, at 8:00 a.m., New York time, or at such other place and time as CME and GFI may agree in writing, on the date when the Effective Time is to occur (the "Closing Date").

Section 1.4 Effective Time. Subject to the provisions of this Agreement, on the Closing Date, CME and GFI shall file a certificate of merger relating to the Merger as contemplated by the DGCL (the "Certificate of Merger") with the Secretary of State of the State of Delaware (the "Secretary of State"), in such form as required by, and executed in accordance with, the DGCL. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State on the Closing Date, or at such other time as CME and GFI shall agree and specify in the Certificate of Merger. As used herein, the "Effective Time" shall mean the time at which the Merger shall become effective. Immediately following the Effective Time, CME and GFI shall file a certificate of merger relating to the Subsequent Merger as contemplated by the DGCL and the DLLCA (the "Subsequent Certificate of Merger") with the Secretary of State, in such form as required by, and executed in accordance with, the DGCL and the DLLCA. The Subsequent Merger shall become effective at such time as the Subsequent

Certificate of Merger is duly filed with the Secretary of State on the Closing Date or at such other time as CME and GFI shall agree and specify in the Subsequent Certificate of Merger. As used herein, the "Subsequent Effective Time" shall mean the time at which the Subsequent Merger shall become effective. Subject to the provisions of this Agreement, unless otherwise mutually agreed upon by CME and GFI, CME and GFI shall cause the Effective Time to occur on the fifth Business Day after all of the conditions set forth in Article VII have been fulfilled or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions).

Section 1.5 Surviving Company Constituent Documents.

(a) The certificate of incorporation and bylaws of GFI, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) The certificate of formation and limited liability company agreement of Merger Sub 2, as in effect immediately prior to the Subsequent Effective Time, shall be the certificate of formation and limited liability company agreement, respectively, of the Surviving Company, until thereafter changed or amended as provided therein or by applicable Law.

Section 1.6 Surviving Company Managers and Officers. The managers and officers of Merger Sub 2 in office immediately prior to the Subsequent Effective Time shall be the initial managers and officers of the Surviving Company and shall hold office from the Subsequent Effective Time until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of formation and limited liability company agreement of the Surviving Company or otherwise as provided by applicable Law.

Section 1.7 Effect on Capital Stock.

(a) At the Effective Time, each share of common stock of Merger Sub 1 issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Corporation (the "Surviving Corporation Common Stock") and shall constitute the only Surviving Corporation Common Stock.

(b) At the Effective Time, subject to the provisions of this Article I and Article II, each share of GFI Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of GFI Common Stock owned by CME (including pursuant to the JPI Mergers) or GFI or any of their respective wholly-owned subsidiaries) shall, by virtue of this Agreement and without any action on the part of the holder thereof, be converted into and shall thereafter represent the right to receive a fraction of a share of CME Class A Common Stock equal to the Exchange Ratio, subject to adjustment in accordance with Section 1.7(d) (the "Merger Consideration"). The "Exchange Ratio" means a fraction, the numerator of which equals the Per Share Price and the denominator of which equals the average of the closing sale prices of CME Class A Common Stock as reported on NASDAQ for the ten trading days ending

upon and including the trading day immediately before the Closing Date (the "Average Closing CME Stock Price"). The "Per Share Price" means $4.55. Notwithstanding anything to the contrary contained in this Agreement, in no event will the aggregate number of shares of CME Class A Common Stock issuable in the Transactions exceed 19.9% of the number of shares of CME Class A Common Stock outstanding on the trading day immediately before the date hereof (as appropriately adjusted for any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon).

(c) From and after the Effective Time, none of the GFI Common Stock converted into the Merger Consideration pursuant to this Article I shall remain outstanding and all such shares of GFI Common Stock shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate previously representing any such GFI Common Stock or shares of GFI Common Stock that are in non-certificated book-entry form (either case being referred to in this Agreement, to the extent applicable, as a "Certificate") shall thereafter cease to have any rights with respect to such securities, except the right to receive (i) the Merger Consideration, (ii) any cash to be paid in lieu of any fractional share of CME Class A Common Stock in accordance with Section 2.5 (No Fractional Shares) and (iii) any dividends and other distributions in accordance with Section 2.1(f) (Dividends and Distributions).

(d) If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of CME Class A Common Stock shall occur by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon, the Exchange Ratio and any other similarly dependent items, as the case may be, shall be appropriately adjusted to provide the holders of GFI Common Stock the same economic effect as contemplated by this Agreement prior to such event.

(e) At the Effective Time, all shares of GFI Common Stock that are owned by CME (including pursuant to the JPI Mergers) or GFI or any of their respective wholly-owned Subsidiaries as treasury shares or otherwise shall be cancelled and retired and shall cease to exist and no Securities of CME, cash or other consideration shall be delivered in exchange therefor.

(f) At the Subsequent Effective Time, all limited liability company interests of Merger Sub 2 issued and outstanding immediately prior to the Subsequent Effective Time shall be cancelled and retired and shall cease to exist. At the Subsequent Effective Time, each share of Surviving Corporation Common Stock issued and outstanding immediately prior to the Subsequent Effective Time shall be converted into one limited liability company interest of the Surviving Company and shall constitute the only limited liability company interests of the Surviving Company.

Section 1.8 Continuing Employee RSUs. Not later than five Business Days prior to the Closing Date, GFI shall take all actions necessary to provide that each Continuing Employee RSU outstanding immediately before the Effective Time (a) shall cease, at the Effective Time, to represent an Equity Right with respect to shares of GFI Common Stock and (b) as directed by CME not less than ten Business Days prior to the Closing Date, shall be converted at the Effective Time, without any action on the part of the holder of the Continuing

Employee RSU, into either (i) an Equity Right consisting of, based on or relating to shares of CME Class A Common Stock (each, a "CME RSU") that may be settled in CME's discretion in either cash or shares of CME Class A Common Stock, (ii) a deferred cash obligation or (iii) a mix thereof, in each case otherwise on substantially the same terms and conditions as were applicable under the Continuing Employee RSU (but taking into account any changes thereto, including any acceleration or vesting thereof, provided for in the relevant GFI Stock Plan or in the related award document by reason of the Transactions). To the extent the Continuing Employee RSUs are converted into CME RSUs in accordance with the preceding sentence, the number of shares of CME Class A Common Stock subject to each such CME RSU shall be equal to the product of (i) the number of shares of GFI Common Stock subject to the Continuing Employee RSU multiplied by (ii) the Exchange Ratio (subject to adjustment in accordance with Section 1.7(d) (Effect on Capital Stock)), rounded down to the nearest whole share of CME Class A Common Stock, and to the extent the CME RSU shall be settled in shares of CME Class A Common Stock, CME shall reserve for future issuance a number of shares of CME Class A Common Stock at least equal to the number of shares of CME Class A Common Stock that will be subject to CME RSUs as a result of the actions contemplated by this Section 1.8, and as soon as reasonably practicable following the Effective Time, CME shall file a registration statement on Form S-8 (or other applicable form) with respect to the shares of CME Class A Common Stock subject to such CME RSUs and shall maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such CME RSUs remain outstanding.

Section 1.9 Appraisal Rights. No right to fair value or appraisal, dissenters' or similar rights shall be available to holders of GFI Common Stock with respect to the Merger.

ARTICLE II

EXCHANGE OF SHARES

Section 2.1 Surrender and Payment.

(a) Prior to the Effective Time, CME shall appoint an exchange agent reasonably acceptable to GFI (the "Exchange Agent") for the purpose of exchanging Certificates for the Merger Consideration. As promptly as reasonably practicable after the Effective Time, but in no event more than five Business Days following the Effective Time, CME will send, or will cause the Exchange Agent to send, to each holder of record of shares of GFI Common Stock as of the Effective Time, whose shares of GFI Common Stock were converted into the right to receive the Merger Consideration pursuant to Section 1.7 (Effect on Capital Stock), a letter of transmittal (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent) in such form as GFI and CME may reasonably agree, including instructions for use in effecting the surrender of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent in exchange for the Merger Consideration. At or prior to the Effective Time, CME shall cause to be deposited with the Exchange Agent, for the benefit of the holders of shares of GFI Common Stock, shares of CME Class A Common Stock (which shall be in non-certificated book-entry form) and an amount of cash in U.S. dollars sufficient to be issued and paid pursuant to Section 1.7 (Effect on Capital Stock) and Section 2.5 (No Fractional

Shares), payable upon due surrender of the Certificates (or effective affidavits of loss in lieu thereof) pursuant to the provisions of Article I and this Article II. Following the Effective Time, CME agrees to make available to the Exchange Agent, from time to time as needed, cash in U.S. dollars sufficient to pay any dividends and other distributions pursuant to Section 2.1(f) (Dividends and Distributions). All cash and book-entry shares representing CME Class A Common Stock deposited with the Exchange Agent shall be referred to in this Agreement as the "Exchange Fund." The Exchange Agent shall deliver the Merger Consideration contemplated to be issued pursuant to Section 1.7 (Effect on Capital Stock) and Section 2.5 (No Fractional Shares) out of the Exchange Fund. The Exchange Fund shall not be used for any other purpose. The Exchange Agent shall invest any cash included in the Exchange Fund as directed by CME in short-term direct obligations of the U.S. or short-term obligations for which the full faith and credit of the U.S. is pledged to provide for payment of all principal and interest (or funds that invest in such obligations); provided that no gain or loss thereon shall affect the amounts payable to the holders of GFI Common Stock pursuant to this Agreement. If for any reason (including losses) the cash in the Exchange Fund shall be insufficient to satisfy all of the payment obligations to be made in cash by the Exchange Agent hereunder, CME shall promptly deposit cash into the Exchange Fund in an amount which is equal to the deficiency in the amount of cash required to fully satisfy such cash payment obligations. Any interest and other income resulting from such investments shall be the property of, and paid to, CME. CME shall be responsible for all fees and expenses of the Exchange Agent.

(b) Each holder of shares of GFI Common Stock that have been converted into the right to receive the Merger Consideration, upon surrender to the Exchange Agent of a Certificate (or effective affidavits of loss in lieu thereof), together with a properly completed letter of transmittal, duly executed and completed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, will be entitled to receive in exchange therefor (i) the number of shares of CME Class A Common Stock (which shall be in non-certificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares of CME Class A Common Stock, if any, that such holder has the right to receive and/or (ii) a check in the amount, if any, that such holder has the right to receive, including cash payable in lieu of fractional shares pursuant to Section 2.5 (No Fractional Shares) and dividends and other distributions payable pursuant to Section 2.1(f) (Dividends and Distributions) (less any required Tax withholding), in each case pursuant to Section 1.7 (Effect on Capital Stock) and this Article II. The Merger Consideration shall be paid as promptly as practicable after receipt by the Exchange Agent of the Certificate and letter of transmittal in accordance with the foregoing. No interest shall be paid or accrued on any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions payable to holders of Certificates. Until so surrendered, each such Certificate shall, after the Effective Time, represent for all purposes only the right to receive such Merger Consideration, cash in lieu of any fractional shares and any unpaid dividends and distributions.

(c) If any cash payment is to be made to a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition of such payment that the Person requesting such payment shall pay any transfer or other similar Taxes required by reason of the making of such cash payment to a Person other than the registered holder of the surrendered Certificate or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable. If any portion of the Merger Consideration is to be

registered in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to the registration thereof that the surrendered Certificate shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery of the Merger Consideration shall pay to the Exchange Agent any transfer or other similar Taxes required as a result of such registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no further registration of transfers of shares of GFI Common Stock. From and after the Effective Time, the holders of Certificates representing shares of GFI Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of GFI Common Stock except as otherwise provided in this Agreement or by applicable Law. If, after the Effective Time, Certificates are presented to the Exchange Agent or CME, they shall be cancelled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in Article I and this Article II.

(e) Any portion of the Exchange Fund that remains unclaimed by the holders of shares of GFI Common Stock one year after the Effective Time shall be returned to CME, and any such holder who has not exchanged his or her shares of GFI Common Stock for the Merger Consideration in accordance with this Section 2.1 prior to that time shall thereafter look only to CME, and CME shall remain liable, for delivery of the Merger Consideration in respect of such holder's shares of GFI Common Stock. Notwithstanding the foregoing, neither CME, Merger Sub 1, Merger Sub 2, nor GFI shall be liable to any holder of shares of GFI Common Stock for any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions delivered to any Governmental Entity pursuant to applicable abandoned property Laws. Any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions remaining unclaimed by holders of shares of GFI Common Stock immediately prior to such time as such amounts would otherwise escheat to or become the property of any Governmental Entity shall, to the extent permitted by applicable Law, become the property of CME free and clear of any claims or interest of any Person previously entitled thereto.

(f) No dividends or other distributions with respect to shares of CME Class A Common Stock issued in the Merger shall be paid to the holder of any unsurrendered Certificates until such Certificates are surrendered as provided in this Section 2.1. Following such surrender, subject to the effect of escheat (in accordance with Section 2.1(e)), Tax or other applicable Law, there shall be paid, without interest, to the record holder of the shares of CME Class A Common Stock issued in exchange therefor (i) at the time of such surrender, all dividends and other distributions payable in respect of such shares of CME Class A Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of CME Class A Common Stock with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of dividends or other distributions in respect of shares of CME Class A Common Stock, all shares of CME Class A Common Stock to be issued pursuant to the Merger shall be entitled to dividends pursuant to the immediately preceding sentence as if issued and outstanding as of the Effective Time.

Section 2.2 Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if reasonably required by CME, the posting by such Person of a bond, in such reasonable amount, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration to be paid in respect of the shares of GFI Common Stock represented by such Certificate as contemplated by this Article II.

Section 2.3 Withholding Rights. Each of CME and the Surviving Company shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law. To the extent that amounts are so deducted or withheld and paid over to the applicable Governmental Entity or Taxing Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of shares of GFI Common Stock in respect of which such deduction and withholding was made.

Section 2.4 Further Assurances. If after the Effective Time, GFI or CME reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Combination or to carry out the purposes and intents of this Agreement after the Effective Time, then GFI, CME, the Surviving Corporation, the Surviving Company and their respective officers and directors shall execute and deliver all such proper instruments, deeds, assignments and assurances and do all things reasonably necessary or desirable to consummate the Combination and to carry out the purposes and intent of this Agreement.

Section 2.5 No Fractional Shares.

(a) No certificates or scrip representing fractional shares of CME Class A Common Stock shall be issued upon the surrender for exchange of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent, no dividends or other distributions of CME shall relate to such fractional share interests and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a stockholder of CME.

(b) In lieu of such fractional share interests, CME or the Exchange Agent shall pay to each holder of a Certificate an amount in cash equal to the product obtained by multiplying (i) the fractional share interest to which such holder (after taking into account all shares of GFI Common Stock formerly represented by all Certificates (or effective affidavits of loss in lieu thereof) surrendered by such holder) would otherwise be entitled by (ii) the Average Closing CME Stock Price.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GFI

Except as (i) set forth in the corresponding sections or subsections of a disclosure letter delivered to CME by GFI prior to the execution of this Agreement (the "GFI Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of the GFI Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure (other than with respect to Section 3.11(b) (Absence of Certain Changes), which shall not be subject to or qualified by the information set forth in any Section or Subsection of the GFI Disclosure Letter other than Section 3.11(b) (Absence of Certain Changes) thereof)) or (ii) other than with respect to the GFI Identified Representations, disclosed in the GFI SEC Documents filed with the SEC pursuant to the Exchange Act since January 1, 2014 and at least three Business Days prior to the date of this Agreement, excluding any disclosures set forth in any Section entitled "Risk Factors" or "Forward-Looking Statements" or in any other Section to the extent they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature, GFI represents and warrants to CME, Merger Sub 1 and Merger Sub 2 as follows:

Section 3.1 Organization. GFI is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. GFI is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect. GFI has delivered or made available to CME true, correct and complete copies of its Constituent Documents, as amended and in effect on the date of this Agreement. GFI has delivered or made available to CME true, correct and complete copies of the minutes of, and resolutions approved and adopted at, all meetings of the Board of Directors of GFI held since January 1, 2011 through the date of this Agreement other than minutes related to the Transactions.

Section 3.2 Subsidiaries.

(a) Section 3.2(a) of the GFI Disclosure Letter sets forth, prior to and following the Pre-Closing Reorganization, (i) each Subsidiary of GFI (individually, a "GFI Subsidiary" and collectively, the "GFI Subsidiaries"), (ii) the number of authorized, allotted, issued and outstanding Securities of each GFI Subsidiary, (iii) each GFI Subsidiary's jurisdiction of incorporation or organization and (iv) the location of each GFI Subsidiary's principal executive offices. Each GFI Subsidiary is a corporation or company limited by shares duly incorporated or a limited liability company, partnership or other entity duly organized and is validly existing and, to the extent such concept or a similar concept exists in the relevant jurisdiction, in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has all requisite corporate or other power and authority, as the case may be, to own, lease and operate its properties and assets and to carry on its business in all material respects as currently conducted. Each GFI Subsidiary is qualified or licensed to do

business and is in good standing in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect. GFI has delivered or made available to CME true, correct and complete copies of the Constituent Documents of each GFI Subsidiary, as amended and in effect on the date of this Agreement.

(b) GFI is, directly or indirectly, the record and Beneficial Owner of all of the outstanding Securities of each GFI Subsidiary, free and clear of any Liens and free of any other limitation or restriction (including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities), other than, in each case, any limitation or restriction imposed by any federal, state or foreign securities Laws. All of such Securities have been duly authorized, validly issued, fully paid and, where applicable, are non-assessable (and no such Securities have been issued in violation of any preemptive or similar rights). Except for the Securities of the GFI Subsidiaries, GFI does not own, directly or indirectly, any Securities in any entity.

Section 3.3 Capitalization.

(a) As of the date of this Agreement, the authorized Securities of GFI consists of 400,000,000 shares of GFI Common Stock, par value $0.01, and 5,000,000 shares of preferred stock, par value $0.01. At the close of business on June 30, 2014: (i) 126,487,416 shares of GFI Common Stock were issued and outstanding, (ii) 17,033,430 shares of GFI Common Stock were held in treasury by GFI, (iii) 7,638,624 shares of GFI Common Stock were reserved for issuance pursuant to the GFI Stock Plans and (iv) no shares of GFI preferred stock are issued and outstanding. Except as set forth above, no Securities of GFI are issued, reserved for issuance or outstanding. All issued and outstanding GFI Common Stock have been, and all shares of GFI Common Stock that may be issued pursuant to GFI Stock Plans will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and non-assessable and are subject to no preemptive or similar rights.

(b) Section 3.3(b) of the GFI Disclosure Letter sets forth each GFI Stock Plan and, as of July 28, 2014, the aggregate number of shares of GFI Common Stock relating to outstanding and available awards under each GFI Stock Plan. GFI has delivered or made available to CME the form of agreement related to each such award. No material changes have been made to such form in connection with any award. The only awards held by Continuing Employees under the GFI Stock Plan are GFI RSUs ("Continuing Employee RSUs"). As of June 30, 2014, 165,494 shares of GFI Common Stock are subject to Continuing Employee RSUs. Section 3.3(b)(i) of the GFI Disclosure Letter sets forth, as of the date hereof, for any award under the GFI Stock Plans then held by an IDB Employee, the name of such individual, the type of such award together with its date of grant and vesting schedule, the country in which such individual is employed, the number of shares of GFI Common Stock subject to such award, the GFI Stock Plan under which the award was granted and, in the case of such award that is a GFI Stock Option, its per-share exercise price and expiration date. Section 3.3(b)(ii) of the GFI Disclosure Letter sets forth, as of the date hereof, for each Continuing Employee RSU, the name of the holder, its date of grant and vesting schedule, the country in which such individual is employed, the number of shares of GFI Common Stock subject to the award and the GFI Stock Plan under which the Continuing Employee RSU was granted. The only awards outstanding under the GFI Stock Plans are those identified on Section 3.3(b)(i) or Section 3.3(b)(ii) of the GFI Disclosure Letter.

(c) There are no preemptive or similar rights on the part of any holder of any class of Securities of GFI or any GFI Subsidiary. Neither GFI nor any GFI Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the holders of any class of Securities of GFI or any GFI Subsidiary on any matter submitted to such holders of Securities. Other than the GFI RSUs and the GFI Stock Options pursuant to the GFI Stock Plans, there are no other outstanding Equity Rights with respect to the Securities of GFI or any GFI Subsidiary. There are no outstanding contractual obligations of GFI or any GFI Subsidiary to repurchase, redeem or otherwise acquire any Securities of GFI or any GFI Subsidiary. There are no proxies, voting trusts or other agreements or understandings to which GFI is a party or is bound with respect to the voting of the Securities of GFI.

Section 3.4 Authorization; Board Approval; Voting Requirements.

(a) GFI has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the GFI Stockholder Approval with respect to the consummation of the Merger, to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of GFI are necessary for it to authorize this Agreement or to consummate the Transactions, except for the adoption of this Agreement and the approval of the Merger by the GFI Stockholder Approval. This Agreement has been duly and validly executed and delivered by GFI and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of GFI, enforceable against GFI in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The Board of Directors (upon the unanimous recommendation of the Special Committee) of GFI, at a meeting duly called and held, duly and unanimously adopted resolutions (i) determining that the terms of this Agreement and the Merger are advisable, fair to and in the best interests of GFI and its stockholders, (ii) approving this Agreement and the Merger, (iii) recommending that GFI's stockholders adopt this Agreement and approve the Merger and (iv) directing that the adoption of this Agreement and the approval of the Merger be submitted for consideration of the stockholders of GFI at the GFI Stockholders Meeting. As of the date hereof, none of the aforesaid actions by the Board of Directors of GFI has been amended, rescinded or modified.

(c) The affirmative vote at the GFI Stockholders Meeting or any adjournment or postponement thereof of the holders of 66 2/3% of the shares of GFI Common Stock cast at the GFI Stockholders Meeting (provided that such affirmative vote represents at least a majority of the outstanding shares of GFI Common Stock) in favor of the adoption of this Agreement is the only vote or consent of the holders of any class or series of Securities of GFI

Common Stock necessary to adopt this Agreement and approve the Transactions. GFI has agreed with CME to also subject the adoption of this Agreement to the affirmative vote at the GFI Stockholders Meeting or any adjournment or postponement thereof of the holders of a majority of the outstanding shares of GFI Common Stock that are not Beneficially Owned by (i) the JPI Stockholder Parties, (ii) the other stockholders of JPI and New JPI, (iii) the officers and directors of GFI or (iv) any other Person having any Equity Rights in, or any right to acquire any Equity Rights in (A) JPI, New JPI or any of their respective Affiliates (other than GFI) or Subsidiaries or (B) IDB Buyer or any of its Affiliates (other than GFI) or Subsidiaries (the "Disinterested Stockholder Approval" and together with the approval referenced in the preceding sentence, the "GFI Stockholder Approval").

Section 3.5 Takeover Statute; No Restrictions on the Transactions.

(a) No state "fair price," "moratorium," "control share acquisition" or similar anti-takeover statute is applicable to the Transactions.

(b) As set forth in its Constituent Documents, GFI has opted out of Section 203 of the DGCL.

Section 3.6 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by GFI does not, and the consummation by GFI and the GFI Subsidiaries of the Transactions will not: (i) subject to the GFI Stockholder Approval, conflict with any provisions of the Constituent Documents of GFI or any GFI Subsidiary; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 3.6(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which GFI or any GFI Subsidiary is a party or by which GFI or any GFI Subsidiary or any of their respective assets or properties may be bound; (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any properties or assets of GFI or any GFI Subsidiary or (v) cause the suspension or revocation of any GFI Permit (assuming compliance with the matters set forth in Section 3.6(b) (Consents and Approvals)), except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by GFI or any GFI Subsidiary in connection with the execution or delivery of this Agreement by GFI or the consummation by GFI and the GFI Subsidiaries of the Transactions, except for: (i) compliance by GFI with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any required filings or notifications under any foreign antitrust merger control Laws (the "Foreign Competition Laws") set forth in Section 3.6(b)(i) of the GFI Disclosure Letter; (ii) the Regulatory Approvals and Notices set forth in Section 3.6(b)(ii) of the GFI Disclosure Letter; (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in

accordance with the DGCL; (iv) the filing of the Subsequent Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA; (v) the filings with the U.S. Securities and Exchange Commission (the "SEC") of (A) the Proxy Statement/Prospectus in accordance with Regulation 14A promulgated under the Exchange Act, (B) the Form S-4 and (C) such reports under and such other compliance with the Exchange Act and the Securities Act as may be required in connection with this Agreement and the Transactions; (vi) any registration, filing or notification required pursuant to state securities or "blue sky" laws and (vii) any such clearance, consent, approval, order, license, authorization, declaration, registration, filing, notice or permit, the failure of which to make or obtain do not constitute a Material Adverse Effect.

Section 3.7 SEC Reports; GFI Financial Statements.

(a) GFI has filed or furnished all reports, schedules, forms, statements, exhibits and other documents required to be filed or furnished by it with or to the SEC since January 1, 2011(together with all exhibits, financial statements and schedules thereto and all information incorporated therein by reference, the "GFI SEC Documents"). As of its filing (or furnishing) date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each GFI SEC Document complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each GFI SEC Document filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each GFI SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective prior to the date of this Agreement, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made in light of the circumstances under which they were made, not misleading. None of the GFI Subsidiaries is required to make any filings with the SEC pursuant to the Exchange Act.

(b) The GFI Financial Statements, which have been derived from the accounting books and records of GFI and the GFI Subsidiaries, comply as to form in all material respects with the applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods presented, except as otherwise noted therein. The consolidated balance sheets (including the related notes) included in the GFI Financial Statements present fairly in all material respects the consolidated financial position of GFI and the GFI Subsidiaries as at the respective dates thereof, and the consolidated statements of income, consolidated statements of stockholders' equity and consolidated statements of cash flows (in each case including the related notes) included in such GFI Financial Statements present fairly in all material respects the consolidated results of operations, stockholders' equity and cash flows of GFI and the GFI Subsidiaries for the respective periods indicated, except as otherwise noted therein and subject, in the case of interim unaudited financial statements, to normal, recurring year-end adjustments.

(c) As of the date hereof, to the Knowledge of GFI, there are no outstanding or unresolved comments in comment letters from the SEC staff with respect to any of the GFI SEC Documents. GFI has delivered or made available to CME true, correct and complete copies of all material correspondence with the SEC occurring since January 1, 2011. To the Knowledge of GFI, as of the date hereof, none of the GFI SEC Documents is the subject of ongoing SEC review.

(d) The audit committee of the Board of Directors of GFI has established "whistleblower" procedures that meet the requirements of Exchange Act Rule 10A-3 in all material respects and has delivered or made available to CME true, complete and correct copies of such procedures in effect as of the date of this Agreement. To the Knowledge of GFI, neither GFI nor any GFI Subsidiary has received any "complaints" (within the meaning of Exchange Act Rule 10A-3) in respect of any accounting, internal accounting controls or auditing matters. To the Knowledge of GFI, no complaint seeking relief under Section 806 of the Sarbanes-Oxley Act has been filed with the United States Secretary of Labor and no employee has threatened to file any such complaint.

Section 3.8 Absence of Undisclosed Liabilities. GFI and the GFI Subsidiaries do not have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise and whether or not required by GAAP to be disclosed or reflected on GFI's consolidated balance sheets, except for (a) liabilities reflected or accrued on or reserved against in GFI's consolidated balance sheet as of December 31, 2013 (or the notes thereto) included the GFI Financial Statements, (b) liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2013, (c) liabilities incurred pursuant to, or in connection with, the Transactions or (d) liabilities that do not constitute a Material Adverse Effect.

Section 3.9 Title to Assets; Sufficiency of Assets.

(a) GFI and the GFI Subsidiaries have good and valid title to, or valid leasehold interests in, and immediately following the consummation of the Transactions and after giving effect thereto, the CME Retained Subsidiaries will have good and valid title to, or valid leasehold interests in or valid right to use, all material assets, properties and rights of the Trayport Business and the FENICS Business, free and clear of Liens other than Permitted Liens.

(b) The assets, properties and rights of the CME Retained Subsidiaries, taken together with the rights contractually obtained pursuant to the Ancillary Agreements (as defined in the IDB Transaction Agreement), are, and immediately following the consummation of the Transactions and after giving effect thereto will be, sufficient to conduct and operate the Trayport Business and the FENICS Business in all material respects in the manner as currently conducted or currently proposed to be conducted by GFI and the GFI Subsidiaries.

Section 3.10 Form S-4; Proxy Statement/Prospectus. None of the information supplied in writing or to be supplied in writing by GFI or any GFI Subsidiary for inclusion or incorporation by reference in (a) the registration statement on Form S-4 (the "Form S-4") to be filed with the SEC by CME in connection with the issuance of shares of CME Class A Common Stock in the Merger will, at the time the Form S-4 is filed with the SEC or at any time it is

supplemented or amended or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (b) the Proxy Statement/Prospectus will, on the date it is first mailed to the stockholders of GFI and at the time of the GFI Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by GFI with respect to statements made or incorporated by reference in the foregoing documents based on information supplied by CME, Merger Sub 1, Merger Sub 2 or any of their respective Representatives for inclusion or incorporation by reference in the foregoing documents.

Section 3.11 Absence of Certain Changes. Since January 1, 2014, (a)(i) GFI and the GFI Subsidiaries have in all material respects conducted their respective businesses only in the ordinary course consistent with past practice except as contemplated hereunder (including actions and transactions related to the Transactions) and (ii) there has not been any action taken by GFI or any GFI Subsidiary that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 5.1 (Covenants of GFI), and (b) there has not been a Material Adverse Effect.

Section 3.12 Litigation. As of the date hereof, (a) there is no Proceeding pending, threatened in writing, or, to the Knowledge of GFI, threatened against GFI or any GFI Subsidiary, or their respective properties or rights or any of their respective current or former directors, officers, employees or contractors (in their capacities as such or relating to their services or relationship to GFI) except as do not constitute a Material Adverse Effect, (b) there is no Order of any Governmental Entity, Self-Regulatory Organization or arbitrator outstanding against GFI or any GFI Subsidiary except as do not constitute a Material Adverse Effect and (c) there is no Proceeding pending or, to the Knowledge of GFI, threatened against GFI or any GFI Subsidiary, which seeks to, or would reasonably be expected to, restrain, enjoin or delay the consummation of any of the Transactions or which seeks damages in connection therewith, and no injunction of any type has been entered or issued.

Section 3.13 Compliance with Laws.

(a) Except as do not constitute a Material Adverse Effect, (i) each of GFI and the GFI Subsidiaries hold all material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are required for the lawful conduct of their respective businesses or ownership of their respective assets and properties (the "GFI Permits"), (ii) all GFI Permits are in full force and effect and none of the GFI Permits have been withdrawn, revoked, suspended or cancelled nor is any such withdrawal, revocation, suspension or cancellation pending or, to the Knowledge of GFI, threatened and (iii) each of GFI and the GFI Subsidiaries is, and since January 1, 2011, has been in compliance with the terms of the GFI Permits.

(b) Neither GFI nor any GFI Subsidiaries is in violation of and, to the Knowledge of GFI, no written notice has been given of any violation of, any applicable Law or the applicable rules of any Self-Regulatory Organization, except for any violations that do not constitute a Material Adverse Effect.

(c) Since January 1, 2011, each of the principal executive officer of GFI and the principal financial officer of GFI (or each former principal executive officer of GFI and each former principal financial officer of GFI, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the GFI SEC Documents, and the statements contained in such certifications are true and accurate. For purposes of this Section 3.13, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Since January 1, 2011, GFI has complied in all material respects with the provisions of the Sarbanes-Oxley Act.

(d) GFI maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed by, or under the supervision of, its principal executive officer and principal financial officer, or Persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. GFI's system of internal accounting controls is sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(e) GFI's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that information required to be disclosed by GFI in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time period specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to GFI's principal executive officer and principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the principal executive officer and principal financial officer of GFI required under the Exchange Act with respect to such reports.

(f) Since January 1, 2011, the audit committee of the Board of Directors of GFI, and, to the Knowledge of GFI, GFI's outside auditors, have not been advised of (i) any "significant deficiencies" or "material weaknesses" in the design or operation of internal control over financial reporting which could reasonably be expected to adversely affect GFI's ability to record, process, summarize and report financial information or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in GFI's internal control over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meanings assigned to them in Public Company Accounting Oversight Board Standards No. 5, as in effect on the date hereof.

(g) Since January 1, 2011, (i) neither GFI nor any GFI Subsidiary has received any material complaint, allegation, assertion or claim, whether written or oral, regarding accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of GFI or any GFI Subsidiary or any material concerns from employees of GFI or any GFI Subsidiary regarding questionable accounting or auditing matters with respect to GFI or any GFI Subsidiary and (ii) no attorney representing GFI or any GFI Subsidiary, whether or not employed by GFI or any GFI Subsidiary, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by GFI or any of its officers, directors, employees or agents to the Board of Directors of GFI or any committee thereof or to the general counsel or chief executive officer of GFI pursuant to the rules of the SEC adopted under Section 307 of the Sarbanes-Oxley Act.

Section 3.14 Taxes.

(a) GFI and each GFI Subsidiary have (i) duly and timely filed (or there have been duly and timely filed on its behalf) with the appropriate Governmental Entities or Taxing Authorities all income and other material Tax Returns required to be filed by it in respect of any material Taxes, and all notifications required to be filed by it with a Taxing Authority in respect of the GFI Stock Plan, (ii) duly and timely paid in full (or GFI has paid on the GFI Subsidiaries' behalf) all Taxes shown as due on such income and other material Tax Returns, (iii) duly and timely paid in full or withheld, or established adequate reserves in accordance with GAAP for, all material Taxes that are due and payable by it (including estimated Tax payments), whether or not such Taxes were shown on any Tax Return or asserted by the relevant Governmental Entity or Taxing Authority, (iv) established reserves in accordance with GAAP that are adequate for the payment of all material Taxes not yet due and payable with respect to the results of operations of GFI and each GFI Subsidiary through the date of the most recent GFI Financial Statement and (v) complied in all material respects with all Laws applicable to the withholding and payment over of material Taxes and has timely withheld and paid over to, or, where amounts have not been so withheld, established an adequate reserve under GAAP for the payment to, the respective proper Governmental Entities or Taxing Authorities all material amounts required to be so withheld and paid over.

(b) There (i) is no deficiency, Proceeding or request for information now pending, outstanding or threatened against or with respect to GFI or any GFI Subsidiary in respect of any material Taxes or material Tax Returns and (ii) are no requests for rulings or determinations in respect of any material Taxes or material Tax Returns pending between GFI or any GFI Subsidiary and any authority responsible for such Taxes or Tax Returns.

(c) No deficiency for any Tax has been asserted or assessed by any Governmental Entity or Taxing Authority in writing against GFI or any GFI Subsidiary (or, to the Knowledge of GFI, has been threatened or proposed), except for deficiencies which have been satisfied by payment, settled or been withdrawn or which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.

(d) There are no tax sharing agreements, tax indemnity agreements or other similar agreements with respect to or involving GFI or any GFI Subsidiary (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

(e) None of GFI or any GFI Subsidiary has any liability for material Taxes as a result of having been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated or consolidated group for tax purposes under state, local or foreign Law (other than a group the common parent of which is GFI), or has any liability for material Taxes of any Person (other than GFI or the GFI Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), or as a transferee or successor, by contract (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

(f) None of GFI or any GFI Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) executed on or prior to the Closing Date, (iii) intercompany transactions or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Tax law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) prepaid amount received on or prior to the Closing Date, (vi) cancellation or indebtedness income deferred pursuant to Section 108(i) of the Code, or (vii) otherwise as a result of a transaction or accounting method that accelerated an item of deduction into periods ending on or before the Closing Date or a transaction or accounting method that deferred an item of income into periods beginning after the Closing Date.

(g) There are no material Liens for Taxes upon any property or assets of GFI or any GFI Subsidiary, except for Permitted Liens.

(h) Neither GFI nor any GFI Subsidiary has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(i) Neither GFI nor any GFI Subsidiary has waived any statute of limitations in respect of material Taxes or agreed to any extension of time with regard to a material Tax assessment or deficiency (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course).

(j) None of GFI or any GFI Subsidiary has been a "controlled corporation" or a "distributing corporation" in any distribution occurring during the two-year period ending on the date hereof that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law).

(k) There is no power of attorney given by or binding upon GFI or any GFI Subsidiary with respect to Taxes for any period for which the statute of limitations (including any waivers or extensions) has not yet expired.

(l) None of GFI or any GFI Subsidiary has taken or failed to take any action, or to the Knowledge of GFI there are not any facts or circumstances, that would prevent the Combination from constituting a tax-free reorganization described in Section 368(a) of the Code.

Section 3.15 Real Property. The GFI Leased Real Property described in Section 3.15 of the GFI Disclosure Letter constitute all the real property (including all fee and leasehold interests in real property) of GFI and the GFI Subsidiaries. Except as do not constitute a Material Adverse Effect, all buildings, structures, fixtures and improvements included within the GFI Leased Real Property (the "GFI Improvements") are in good repair and operating condition, and are adequate and suitable for the purposes for which they are presently being used or held for use, and to the Knowledge of GFI, there are no facts or conditions affecting any of the GFI Improvements that, in the aggregate, would reasonably be expected to materially interfere with the current use, occupancy or operation thereof. Except as do not constitute a Material Adverse Effect, no portion of such GFI Leased Real Property has suffered any damage by fire or other casualty loss which has not heretofore been completely repaired and restored to its original condition (ordinary wear and tear excepted).

Section 3.16 Employee Benefit Plans and Related Matters; ERISA.

(a) Section 3.16(a) of the GFI Disclosure Letter contains a true and complete list of each material employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, retention, change of control, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, trust, agreement or arrangement, and each other material employee benefit plan, program, agreement or arrangement (collectively, the "GFI Benefit Plans") currently maintained or contributed to or required to be contributed to by (i) GFI, (ii) any GFI Subsidiary or (iii) any ERISA Affiliate, in any case for the benefit of any current or former employee, worker, consultant, director or member of GFI or any GFI Subsidiary. Not more than 60 days after the date hereof, GFI shall revise Section 3.16(a) of the GFI Disclosure Letter to identify (by marking them with an asterisk) those GFI Benefit Plans that are maintained exclusively by the CME Retained Subsidiaries solely for the benefit of Continuing Employees and to identify (by marking them with a cross) those GFI Benefit Plans maintained in whole or part for the benefit of any Continuing Employee.

(b) With respect to each of the GFI Benefit Plans, GFI has delivered or made available to CME complete copies of each of the following documents: (i) the GFI Benefit Plan governing documentation (including all amendments thereto); (ii) the annual report and actuarial report, if required under ERISA or the Code or any Law, for the most recent plan year; (iii) the most recent Summary Plan Description, together with each Summary of Material Modifications, if required under ERISA, and other booklets or information issued to participants and beneficiaries; (iv) if the GFI Benefit Plan is funded through a trust or any third party funding vehicle, the trust or other funding agreement (including all amendments thereto) and the most recent financial statements thereof; and (v) the most recent determination letter received from the IRS with respect to each GFI Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(c) In the past six years, neither GFI nor any ERISA Affiliate has maintained or contributed to or was required to contribute to any plan or arrangement that is or was (i) subject to Section 412 of the Code or Section 302 of Title IV of ERISA, (ii) a multiple employer welfare arrangement within the meaning of Section 3(40) of ERISA or (iii) a multiemployer plan within the meaning of Section 3(37) or 4001(a)(3) of ERISA.

(d) Each GFI Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS as to its qualification and, to the Knowledge of GFI, no event has occurred that could reasonably be expected to result in disqualification of such GFI Benefit Plan.

(e) Each of the GFI Benefit Plans has been operated and administered in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code.

(f) Neither GFI nor any GFI Subsidiary has made any loans to employees in violation of Section 402 of the Sarbanes-Oxley Act. Each transfer of funds by GFI or any GFI Subsidiary to any of their respective employees that was deemed a loan was when made (and at all times since has been) properly treated by GFI and the GFI Subsidiaries as such for federal income tax purposes.

(g) Neither the execution of this Agreement nor the consummation of the Transactions will (either alone or together with any other event) (i) cause any payment (whether of severance pay or otherwise) to become due to any current or former employee or director of GFI or a GFI Subsidiary, (ii) cause an increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee or director of GFI or a GFI Subsidiary, (iii) cause any individual to accrue or receive additional benefits, services or accelerated rights to payment of benefits under any GFI Benefit Plan, (iv) provide for payments that could subject any person to liability for tax under Section 4999 of the Code or (v) result in payments under any of the GFI Benefit Plans which would not be deductible under Section 280G of the Code.

(h) There are no pending or, to the Knowledge of GFI, threatened material claims in respect of or relating to any of the GFI Benefit Plans, by any employee or beneficiary covered under any GFI Benefit Plan or otherwise involving any GFI Benefit Plan (other than routine claims for benefits).

(i) Neither GFI, any GFI Subsidiary, any GFI Benefit Plan, any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection that could reasonably be expected to give rise to a civil liability under either Section 409 of ERISA or Section 502(i) of ERISA or a tax imposed pursuant to Section 4975 or 4976 of the Code.

(j) No GFI Benefit Plan provides benefits, including death or medical benefits (whether or not insured), with respect to current or former employees or directors of GFI or any GFI Subsidiary beyond their retirement or other termination of service, other than (i) coverage mandated solely by applicable Law, (ii) death benefits or retirement benefits under any "employee pension plan" (as defined in Section 3(2) of ERISA), (iii) deferred compensation benefits accrued as liabilities on the books of GFI or a GFI Subsidiary or (iv) benefits the full costs of which are borne by the current or former employee or director or his or her beneficiary.

(k) Each stock option issued since January 1, 2005 with respect to GFI Common Stock was granted with a per-share exercise or base price, as the case may be, not less than the fair market value of a share of GFI Common Stock on the date of grant.

(l) With respect to each GFI Benefit Plan established or maintained outside of the U.S. primarily for the benefit of employees of GFI or any GFI Subsidiary residing outside of the U.S. (a "Foreign GFI Benefit Plan"): (i) all material employer and employee contributions to each Foreign GFI Benefit Plan required by Law or by the terms of such Foreign GFI Benefit Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign GFI Benefit Plan and the liability of each insurer for any Foreign GFI Benefit Plan funded through insurance or the book reserve established for any Foreign GFI Benefit Plan, together with any accrued contributions, is not materially less than the accrued benefit obligations with respect to all current and former participants in such plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Foreign GFI Benefit Plan and none of the Transactions shall cause such assets or insurance obligations to be materially less than such benefit obligations; and (iii) each Foreign GFI Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities (including tax authorities). Section 3.16(l) of the GFI Disclosure Letter separately identifies each Foreign GFI Benefit Plan that is a defined benefit pension plan.

Section 3.17 Employees; Labor Matters.

(a) Neither GFI nor any GFI Subsidiary is party to, bound by, or in the process of negotiating a collective bargaining agreement, other labor-related agreement or understanding or work rules with any labor union, labor organization or works council, nor to the Knowledge of GFI, has GFI or any GFI Subsidiary communicated or represented, whether to any employee or director of, or consultant to, GFI or any GFI Subsidiary or any labor union, labor organization or works council, that it will recognize any labor union, labor organization or works council.

(b) None of the employees or directors of, or consultants to, GFI or any GFI Subsidiary is represented by a labor union, other labor organization or works council and, (i) to the Knowledge of GFI, there is no effort currently being made or threatened by or on behalf of any labor union or labor organization to organize any employees or directors of, or consultants to, GFI or any GFI Subsidiary, and there are currently no activities related to the establishment of a works council representing employees or directors of, or consultants to, GFI or any GFI Subsidiary, (ii) no demand for recognition of any employees or directors of, or consultants to, GFI or any GFI Subsidiary has been made by or on behalf of any labor union or labor organization in the past two years and (iii) no petition has been filed, nor has any proceeding been instituted by any employee or director of, or consultant to, GFI or any GFI Subsidiary or group of employees or directors of, or consultants to, GFI or any GFI Subsidiary with any labor relations board or commission seeking recognition of a collective bargaining representative in the past two years.

(c) There is no pending or, to the Knowledge of GFI, threatened (i) material strike, lockout, work stoppage, slowdown, picketing or labor dispute or other industrial action with respect to or involving any current or former employee or director of, or consultant to, GFI or any GFI Subsidiary, and there has been no such action or event in the past three years or (ii) material arbitration, or material grievance against GFI or any GFI Subsidiary involving current or former employees, directors, consultants or any of their representatives.

(d) GFI and the GFI Subsidiaries are in compliance in all material respects with all (i) Laws respecting employment and employment practices, terms and conditions of employment, labor relations, collective bargaining, disability, immigration, layoffs, health and safety, wages, hours and benefits, and plant closings and layoffs, including classification of employees, consultants and independent contractors and classification of employees and consultants for overtime eligibility, non-discrimination in employment, data protection, workers' compensation and the collection and payment of withholding and/or payroll taxes and similar taxes and (ii) obligations of GFI or any of the GFI Subsidiaries under any employment agreement, agreement for the provision of personal services, severance agreement, collective bargaining agreement or any similar employment or labor-related agreement or arrangement.

(e) To the Knowledge of GFI, no employee of GFI or any GFI Subsidiary is in violation of any non-compete, non-solicitation, nondisclosure, confidentiality, employment, consulting or similar agreement with a third party in connection with his or her employment with GFI or any GFI Subsidiary that would result in any material liability or obligation against GFI or any GFI Subsidiary.

(f) Prior to the date of this Agreement, GFI and the GFI Subsidiaries, as applicable, have satisfied any material legal or contractual requirement to provide notice to, or to enter into any consultation procedure with, any labor union, works council or other organization representing employees or directors of, or consultants to, GFI or a GFI Subsidiary, in connection with the Transactions, including the Pre-Closing Reorganization.

(g) Section 3.17(g) of the GFI Disclosure Letter contains a true and complete list as of the date hereof, which list shall be updated within a reasonable time prior to the Closing Date with any additions or deletions in accordance with Section 5.1, of the names and dates of commencement of employment or engagement of all employees and directors of, and consultants to, the Trayport Business, the FENICS Business or a CME Retained Subsidiary who are either entitled to remuneration or fees in excess of $100,000 per annum or are employed or retained pursuant to an agreement or arrangement which cannot be terminated on less than three months' notice, and the annual base salary rate, guaranteed or target bonus amount and commission rate payable to all such persons.

(h) As of the date of this Agreement, neither GFI nor any GFI Subsidiary has received any written notice of resignation from any employee or director of, or consultant to, the Trayport Business, the FENICS Business or a CME Retained Subsidiary earning in excess of $100,000 per annum that has not expired. Section 3.17(h) of the GFI Disclosure Letter shall be updated prior to the Closing Date to reflect any such notices received between the date of this Agreement and the Closing Date.

(i) Other than as set forth in Section 6.6(e), to the Knowledge of GFI, neither GFI nor any GFI Subsidiary is involved in negotiations (whether with employees, directors, consultants or any trade union or other representatives thereof) to vary materially the terms and conditions of employment or engagement of any of its employees, directors or consultants, nor, to the Knowledge of GFI, are there any outstanding agreements, promises or offers made by GFI or any GFI Subsidiary to any of its employees, directors or consultants or to any trade union or other representatives thereof concerning or affecting the terms and conditions of employment or engagement of any of its employees, directors or consultants, and neither GFI nor any GFI Subsidiary is under any contractual or other obligation to change the terms of service of any employee, director or consultant.

(j) With respect to any employee or director of, or consultant to, the Trayport Business, the FENICS Business or a CME Retained Subsidiary earning in excess of $100,000 per annum, neither GFI nor any GFI Subsidiary has given notice of any termination of employment in any other jurisdiction, nor started consultations with any employee, worker, director, consultant or representative thereof regarding transfer of employment within the 12 months preceding the date of this Agreement in relation thereto.

(k) There are no employees or directors of, or consultants to, the Trayport Business, the FENICS Business or a CME Retained Subsidiary providing services to the IDB Business earning in excess of $100,000 per annum that provide services pursuant to a secondment, employee lease or employee lending arrangement, whether via another GFI Subsidiary or Affiliate or a third party.

Section 3.18 Intellectual Property.

(a) Section 3.18(a) of the GFI Disclosure Letter sets forth a complete and accurate list of all U.S. and foreign (i) Patents, (ii) registered and applied for Trademarks, (iii) registered Copyrights and (iv) material Software, in each of the foregoing, which are owned by GFI or a GFI Subsidiary (collectively, the "GFI Registered Intellectual Property") as of the date hereof, which list shall be updated within a reasonable time prior to the Closing Date with any additions or deletions in accordance with Section 5.1. Such list includes, where applicable, the record owner, jurisdiction and registration and/or application number, and date issued (or filed) for each of the foregoing.

(b) Section 3.18(b) of the GFI Disclosure Letter sets forth a complete and accurate list of all material agreements to which GFI or any GFI Subsidiary is party or is otherwise bound: (i) granting or obtaining any right to use or practice any rights under any Intellectual Property, (ii) restricting GFI or any GFI Subsidiary's right to use or register any Intellectual Property, or (iii) to which GFI or a GFI Subsidiary is a party permitting or agreeing to permit any other Person to use, enforce or register any Intellectual Property, including license agreements, coexisting agreements and covenants not to sue, but excluding any IT vendor agreements that are not primarily licenses for Software or other Intellectual Property or any customer agreements, "shrink-wrap" or "click-wrap" agreements for off-the-shelf commercially available software (collectively, the "GFI License Agreements").

(c) GFI or a GFI Subsidiary is the sole and exclusive owner of, free and clear of all Liens (except Permitted Liens), or has a valid right to use in its business as currently conducted or currently proposed by GFI to be conducted, all of the Intellectual Property that is material to their respective businesses. The material GFI Registered Intellectual Property is subsisting, in full force and effect, and has not been cancelled, expired or abandoned. No current or former partner, director, officer or employee of GFI (or any of its predecessors in interest) will, after giving effect to the Transactions, own or retain any rights to use any material GFI Owned Intellectual Property.

(d) Within the past three years, there have been no filed, pending, or to the Knowledge of GFI, threatened (including in the form of offers or invitations to obtain a license) claims, suits, arbitrations or other adversarial proceedings before any court, agency, arbitral tribunal or registration authority in any jurisdiction alleging that the activities or conduct of the business of GFI or a GFI Subsidiary infringes upon, violates or constitutes the unauthorized use of the intellectual property rights of any third party or challenging GFI's or a GFI Subsidiary's ownership, use, validity, enforceability or registrability of any GFI Owned Intellectual Property.

(e) The conduct of the business of GFI and the GFI Subsidiaries by GFI as conducted in the past three years, as currently conducted or currently proposed by GFI to be conducted does not infringe upon (either directly or indirectly, such as through contributory infringement or inducement to infringe), misappropriate, or otherwise violate, and has not infringed upon (directly or indirectly), misappropriated, or otherwise violated, any Intellectual Property rights of any other Person.

(f) To the Knowledge of GFI, no third party is misappropriating, infringing, diluting or violating any GFI Owned Intellectual Property, except to the extent such misappropriations, infringements, dilutions or violations do not constitute a Material Adverse Effect. No material claims, suits, arbitrations or other adversarial claims have been brought or, to the Knowledge of GFI, threatened against any third party by GFI or a GFI Subsidiary.

(g) GFI and each GFI Subsidiary have taken commercially reasonable measures to protect the confidentiality of material Trade Secrets owned or held by GFI and the GFI Subsidiaries, including requiring its employees and other parties having access thereto to execute written nondisclosure agreements, except as would not constitute a Material Adverse Effect. To the Knowledge of GFI, no third party to any material nondisclosure agreement with GFI or a GFI Subsidiary is in breach, violation or default thereof.

(h) To the Knowledge of GFI, each current and former consultant and individual that has delivered, developed, contributed to, modified or improved Intellectual Property owned or purported to be owned by GFI or a GFI Subsidiary has executed an agreement assigning to GFI or such GFI Subsidiary all of such consultant's and individual's rights in such development, contribution, modification or improvement.

(i) To the Knowledge of GFI, set forth in Section 3.18(i) of the GFI Disclosure Letter is a complete and accurate list of (i) all material Open Source Software used by GFI or any GFI Subsidiary and (ii) what license agreement (including the version thereof) governs GFI's or any GFI Subsidiaries' use of such Open Source Software.

(j) Neither GFI nor any GFI Subsidiary has used, modified, or distributed any Open Source Software in a manner that: (i) requires, or has, as a condition of its use or distribution, the disclosure, licensing, or distribution of any material Software source code owned by GFI or any GFI Subsidiary or (ii) otherwise imposes an obligation to distribute any material Software source code owned by GFI or any GFI Subsidiary on a royalty-free basis, except in each of clauses (i) and (ii) that would not constitute a Material Adverse Effect.

(k) GFI and each GFI Subsidiary have established and maintained a commercially reasonable privacy policy and have been in compliance in all material respects with (i) such policy, (ii) all written statements by GFI or a GFI Subsidiary provided to any customer, regulator or employee that addresses the privacy or security of Personal Information gathered, used, held for use or accessed in the course of the operations of its business and (iii) all applicable federal, state, local and foreign Laws and regulations relating to privacy, data protection, export and the collection and use of Personal Information gathered, used, held for use or accessed in the course of the operations of its business. No claims have been asserted or, to the Knowledge of GFI, threatened against GFI or any GFI Subsidiary alleging a violation of any Person's privacy or Personal Information or data rights and the consummation of the Transactions will not constitute a breach or otherwise cause any violation of any Law related to privacy, data protection, or the collection and use of Personal Information gathered, used, held for use or accessed on or on behalf of GFI or any GFI Subsidiary in the conduct of its business.

(l) GFI and each GFI Subsidiary have taken commercially reasonable measures to protect against unauthorized access to, or use, modification or misuse of, Personal Information and Trade Secrets collected and owned or held by GFI or any GFI Subsidiary, or any information technology systems used by or on behalf of GFI or any GFI Subsidiary. To the Knowledge of GFI, there has not been any unauthorized disclosure or use of, or access to, any such Personal Information, Trade Secret or information technology systems.

(m) The material Software authored by GFI or any GFI Subsidiary does not, and, to the Knowledge of GFI, any other material Software that is used in their respective businesses does not, contain any Contaminants, and GFI and the GFI Subsidiaries have taken reasonable efforts to protect the computer systems (including computer and telecommunications hardware, and Software) owned, leased or used by, or licensed to, any of GFI or any GFI Subsidiary from Contaminants.

Section 3.19 Contracts.

(a) Except for this Agreement and any contract set forth in Section 3.19(a) of the GFI Disclosure Letter, neither GFI nor any GFI Subsidiary is a party to or bound by, nor are any of their respective assets, businesses or operations party to, or bound or affected by, or receive benefits under:

(i) any agreement relating to Indebtedness;

(ii) any contracts under which GFI or any of the GFI Subsidiaries has advanced or loaned any Person any amounts in excess of $500,000;

(iii) any material joint venture, partnership, limited liability company, shareholder, or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership, strategic alliance or joint venture;

(iv) any material agreement relating to any strategic alliance, joint development, joint marketing, partnership or similar arrangement;

(v) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any business or real property (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration in excess of $2,000,000;

(vi) any material agreement with (A) any Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of GFI or any GFI Subsidiary, (B) any Person 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by GFI or any GFI Subsidiary or (C) any current or former director or officer of GFI or any GFI Subsidiary related to voting Securities of GFI or any GFI Subsidiary;

(vii) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which GFI or any GFI Subsidiary may engage or the manner or locations in which any of them may so engage in any business or could require the disposition of any material assets or line of business of GFI or any GFI Subsidiary;

(viii) any agreement with a non-solicitation or “most-favored-nations” pricing provision that purports to limit or restrict in any material respect GFI or any GFI Subsidiary;

(ix) any agreement, other than such agreements entered into in the ordinary course of business, under which (A) any Person (other than GFI or a GFI Subsidiary) has directly or indirectly guaranteed or provided an indemnity in respect of any liabilities, obligations or commitments of GFI or any GFI Subsidiary or (B) GFI or any GFI Subsidiary has directly or indirectly guaranteed or provided an indemnity in respect of liabilities, obligations or commitments of any other Person (other than GFI or a GFI Subsidiary) (in each case other than endorsements for the purpose of collection in a commercially reasonable manner consistent with industry practice), unless such guarantor or indemnity obligation is less than $1,000,000;

(x) any other agreement or amendment thereto that would be required to be filed as an exhibit to any GFI SEC Document (as described in Items 601(b)(4) and 601(b)(10) of Regulation S–K under the Securities Act) that has not been filed as an exhibit to or incorporated by reference in the GFI SEC Documents filed prior to the date of this Agreement;

(xi) any agreement under which GFI or any GFI Subsidiaries has granted any Person registration rights (including demand and piggy-back registration rights);

(xii) any agreement that involves expenditures or receipts of GFI or any GFI Subsidiary in excess of $3,000,000 in the aggregate per year;

(xiii) any material agreement with any Governmental Entity;

(xiv) any material agreement between or among Affiliates of GFI;

(xv) any Lease for the GFI Leased Real Property, and any other agreement that relates in any way to the occupancy or use of any of the GFI Leased Real Property; or

(xvi) any agreement the termination or breach of which or the failure to obtain consent in respect of constitutes a Material Adverse Effect.

(b) The agreements, commitments, arrangements and plans, whether written or oral, listed or required to be listed in Section 3.19(a) of the GFI Disclosure Letter together with the GFI License Agreements are referred to herein as the "GFI Contracts." Except as would not have a material impact on the respective businesses of GFI and the GFI Subsidiaries, (i) neither GFI nor any GFI Subsidiary is and, to the Knowledge of GFI, no other party is, in breach or violation of, or in default under, any GFI Contract, (ii) each GFI Contract is a valid and binding agreement of GFI or a GFI Subsidiary, as the case may be, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles, (iii) to the Knowledge of GFI, no event has occurred which would result in a breach or violation of, or a default under, any GFI Contract (in each case, with or without notice or lapse of time or both), and (iv) each GFI Contract (including all modifications and amendments thereto and waivers thereunder) is in full force and effect with respect to GFI or the GFI Subsidiaries, as applicable, and, to the Knowledge of GFI, with respect to the other parties thereto, and have been delivered or made available to CME.

Section 3.20 Customers. Section 3.20 of the GFI Disclosure Letter sets forth the 20 largest customers for each of the Trayport Business and the FENICS Business by revenues for each of (i) the year ended December 31, 2013 and (ii) the six months ended June 30, 2014. None of such customers has indicated in writing or orally to GFI or any GFI Subsidiary any intent to discontinue or alter in a manner materially adverse to the Trayport Business or the FENICS Business, as applicable, the terms of such customer's relationship or make any material claim that GFI or any GFI Subsidiary has breached its obligations to such customer (and neither GFI nor any GFI Subsidiary has knowledge of any such breach).

Section 3.21 Environmental Laws and Regulations. GFI and each GFI Subsidiary has complied and is in compliance in all material respects with all applicable Environmental Laws and has obtained and is in compliance in all material respects with all Environmental Permits. Except as do not constitute a Material Adverse Effect, (i) no notice of violation, notification of liability, demand, request for information, citation, summons or order relating to or arising out of any Environmental Law has been received by GFI or any GFI Subsidiary, and (ii) no complaint has been filed, no penalty or fine has been assessed or, to the Knowledge of GFI, is threatened and no investigation, action, claim, suit or proceeding is pending or, to the Knowledge of GFI, threatened by any Person involving GFI or any GFI Subsidiary, relating to or arising out of any Environmental Law. No Release or threatened Release of Hazardous Substances has occurred at, on, above, under or from any properties currently or, to the Knowledge of GFI, formerly owned, leased, operated or used by GFI or any GFI Subsidiary that, in each case, has resulted in or would reasonably be expected to result in any material cost, liability or obligation of GFI or any GFI Subsidiary under any Environmental Law. There are no circumstances, actions, activities, conditions, events or incidents that could reasonably be expected to result in any material liability or obligation against GFI or any GFI Subsidiary relating to (i) the environmental conditions at, on, above, under, or about any properties or assets currently or formerly owned, leased, operated or used by GFI or any GFI Subsidiary or (ii) the past or present use, management, handling, transport, treatment, generation, storage, disposal, Release or threatened Release of Hazardous Substances at any location regardless of whether such location was or is owned or operated by GFI or any GFI Subsidiary. GFI has provided to CME all environmental site assessments, audits, reports, investigations and studies in the possession, custody or control of GFI or any GFI Subsidiary relating to properties or assets currently or formerly owned, leased, operated or used by GFI or any GFI Subsidiary or otherwise relating to GFI's or any GFI Subsidiary's compliance with Environmental Laws.

Section 3.22 Insurance Coverage. All insurance policies of GFI and the GFI Subsidiaries are in full force and effect and were in full force and effect during the periods of time such insurance policies are purported to be in effect, except for such failures to be in full force and effect that constitute a Material Adverse Effect. Neither GFI nor any GFI Subsidiaries is in breach of or default under, and, to the Knowledge of GFI, no event has occurred which, with notice or the lapse of time, would constitute such a breach of or default under, or permit termination or modification under, any policy.

Section 3.23 Foreign Corrupt Practices Act and International Trade Sanctions. Neither GFI, nor any GFI Subsidiary, nor any of their respective directors, officers, agents, employees or any other Persons acting on their behalf has, in connection with the operation of their respective businesses (a) used any corporate or other funds directly or indirectly for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or any other Person, or established or maintained any unlawful or unrecorded funds in material violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable Law (including the United Kingdom Bribery Act 2010 or any laws enacted pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials), or (b) violated or operated in noncompliance, in any material respect, with any export restrictions, anti-boycott regulations, embargo regulations or other applicable domestic or foreign Laws, including the regulations enacted by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), which prohibit transactions involving parties located in countries subject to comprehensive economic sanctions by OFAC or parties identified on OFAC's Specially Designated Nationals and Blocked Persons List.

Section 3.24 Opinion of Financial Advisors. The Special Committee has received the opinion of Greenhill & Co., LLC (the "Special Committee Financial Advisor"), dated as of July 29, 2014, to the effect that, as of the date of such opinion and subject to the procedures followed, and the qualifications and limitations set forth therein, the Exchange Ratio is fair, from a financial point of view, to the holders of GFI Common Stock (other than the holders of shares of GFI Common Stock that are Beneficially Owned by the JPI Stockholder Parties and the other stockholders of JPI).

Section 3.25 Brokers. No Person other than the Persons listed on Section 3.25 of the GFI Disclosure Letter is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Party in connection with the Transactions based upon arrangements made by or on behalf of GFI or any GFI Subsidiary. GFI has delivered or made available to CME a true, correct and complete copy of the engagement letters with, and any other agreements providing for the payment of any fees to, the Persons listed on Section 3.25 of the GFI Disclosure Letter.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CME, MERGER SUB 1 AND MERGER SUB 2

Except as (i) set forth in the corresponding sections or subsections of a disclosure letter delivered to GFI by CME prior to the execution of this Agreement (the "CME Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of the CME Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure (other than with respect to Section 4.7(b) (Absence of Certain Changes), which shall not be subject to or qualified by the information set forth in any Section or Subsection of the CME Disclosure Letter other than Section 4.7(b) (Absence of Certain Changes)) or (ii) other than with respect to the CME Identified Representations, disclosed in the CME SEC Documents filed with the SEC pursuant to the Exchange Act since January 1, 2014 and at least three Business Days prior to the date of this Agreement, excluding any disclosures set forth in any Section entitled "Risk Factors" or "Forward-Looking Statements" or in any other Section to the extent they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature, CME, Merger Sub 1 and Merger Sub 2 jointly and severally represent and warrant to GFI as follows:

Section 4.1 Organization. CME is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, Merger Sub 1 is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, and Merger Sub 2 is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and each of CME, Merger Sub 1 and Merger Sub 2 has all requisite corporate or limited liability company, as applicable, power and authority to own, lease and operate its properties and assets and to carry on its business as

currently conducted. Each of CME, Merger Sub 1 and Merger Sub 2 is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a CME Material Adverse Effect.

Section 4.2 Capitalization. All shares of CME Class A Common Stock to be issued in connection with the Merger will be, when issued in accordance with the terms of this Agreement, duly authorized, validly issued, fully paid and non-assessable and subject to no preemptive or similar rights. All of the issued and outstanding Securities of Merger Sub 1 and Merger Sub 2 are, and at the Effective Time will be, owned by CME or a direct or indirect wholly-owned CME Subsidiary.

Section 4.3 Authorization; Board Approval; Voting Requirements. Each of CME, Merger Sub 1 and Merger Sub 2 has all requisite corporate or limited liability company, as applicable, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate or limited liability company, as applicable, actions and, subject to receipt of the adoption of this Agreement by CME as the sole stockholder of Merger Sub 1 and as the sole member of Merger Sub 2 (which will be effected by CME prior to the Effective Time), no other corporate or limited liability company, as applicable, proceedings on the part of either CME, Merger Sub 1 or Merger Sub 2 are necessary for CME, Merger Sub 1 and Merger Sub 2 to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by each of CME, Merger Sub 1 and Merger Sub 2 and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of each of CME, Merger Sub 1 and Merger Sub 2, enforceable against each of CME, Merger Sub 1 and Merger Sub 2 in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 4.4 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by each of CME, Merger Sub 1 and Merger Sub 2 does not, and the consummation by each of CME, Merger Sub 1 and Merger Sub 2 of the Transactions will not: (i) conflict with any provisions of the CME, Merger Sub 1 or Merger Sub 2 Constituent Documents; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 4.4(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which CME, Merger Sub 1 or Merger Sub 2 is a party or by which CME, Merger Sub 1 or Merger Sub 2 or any of their respective assets or properties may be bound; (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any properties or assets of CME or any CME Subsidiary or (v) cause the suspension or revocation of any permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of CME's businesses or ownership of its assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a CME Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by CME, Merger Sub 1 or Merger Sub 2 in connection with the execution or delivery of this Agreement by each of CME, Merger Sub 1 and Merger Sub 2 or the consummation by each of CME, Merger Sub 1 and Merger Sub 2 of the Transactions, except for: (i) compliance by CME with the HSR Act and the Foreign Competition Laws; (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL; (iii) the filing of the Subsequent Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA; (iv) the filings with the SEC of (A) the Proxy Statement/Prospectus in accordance with Regulation 14A promulgated under the Exchange Act, (B) the Form S-4 and (C) such reports under and such other compliance with the Exchange Act and the Securities Act as may be required in connection with this Agreement and the Transactions; (v) any registration, filing or notification required pursuant to state securities or "blue sky" laws and (vi) any such clearance, consent, approval, order, license, authorization, declaration, registration, filing, notice or permit, the failure of which to make or obtain do not constitute a CME Material Adverse Effect.

Section 4.5 SEC Reports; CME Financial Statements.

(a) CME has filed or furnished all reports, schedules, forms, statements, exhibits and other documents required to be filed or furnished by it with or to the SEC since January 1, 2014 (together with all exhibits, financial statements and schedules thereto and all information incorporated therein by reference, the "CME SEC Documents"). As of its filing (or furnishing) date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each CME SEC Document complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each CME SEC Document filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each CME SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective prior to the date of this Agreement, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made in light of the circumstances under which they were made, not misleading.

(b) The CME Financial Statements, which have been derived from the accounting books and records of CME and the CME Subsidiaries, comply as to form in all material respects with the applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and have been prepared in accordance with GAAP applied on a consistent basis throughout the periods presented, except as otherwise noted therein.

The consolidated balance sheets (including the related notes) included in the CME Financial Statements present fairly in all material respects the consolidated financial position of CME and the CME Subsidiaries as at the respective dates thereof, and the consolidated statements of income, consolidated statements of stockholders' equity and consolidated statements of cash flows (in each case including the related notes) included in such CME Financial Statements present fairly in all material respects the consolidated results of operations, stockholders' equity and cash flows of CME and the CME Subsidiaries for the respective periods indicated, except as otherwise noted therein and subject, in the case of interim unaudited financial statements, to normal, recurring year-end adjustments.

Section 4.6 Form S-4; Proxy Statement/Prospectus. None of the information supplied in writing or to be supplied in writing by CME for inclusion or incorporation by reference in (a) the Form S-4 will, at the time the Form S-4 is filed with the SEC or at any time it is supplemented or amended or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (b) the Proxy Statement/Prospectus will, on the date it is first mailed to the stockholders of GFI and at the time of the GFI Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by CME with respect to statements made or incorporated by reference in the foregoing documents based on information supplied by GFI or any GFI Subsidiary for inclusion or incorporation by reference in the foregoing documents.

Section 4.7 Absence of Certain Changes. Since January 1, 2014, (a) CME and the CME Subsidiaries have in all material respects conducted their respective businesses only in the ordinary course consistent with past practice except as contemplated hereunder (including actions and transactions related to the Transactions), and (b) there has not been a CME Material Adverse Effect.

Section 4.8 Litigation. As of the date hereof, there is no Proceeding pending, threatened in writing or, to the Knowledge of CME, threatened against CME or any CME Subsidiary, which would reasonably be expected to restrain, enjoin or delay the consummation of any of the Transactions, and no injunction of any type has been entered or issued.

Section 4.9 Operations of Merger Sub 1 and Merger Sub 2. Merger Sub 1 and Merger Sub 2 have been formed solely for the purpose of engaging in the Transactions and prior to the Effective Time and Subsequent Effective Time, as applicable, will have engaged in no other business activities and will have incurred no liabilities or obligations other than as contemplated herein or pursuant to the Transactions.

Section 4.10 Brokers. No Person other than Barclays Capital Inc. is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by CME in connection with the Transactions based upon arrangements made by or on behalf of CME.

Section 4.11 Transaction Documents.

(a) CME has delivered to the Special Committee true and correct copies of the JPI Merger Agreement, the IDB Transaction Agreement and the GFI Support Agreement, together with the exhibits and schedules thereto, pertaining to the Transactions, in each case as in effect on the date hereof. Other than as set forth on Section 4.11(a) of the CME Disclosure Letter, as of the date hereof, there are not any agreements, commitments or understandings among CME, Merger Sub 1, Merger Sub 2 and their respective Affiliates, on the one hand, and any Affiliates of GFI or Affiliates of JPI, on the other hand, other than (i) the JPI Merger Agreement, the IDB Transaction Agreement and the GFI Support Agreement and (ii) the Commercial Agreements (as defined in the IDB Transaction Agreement).

(b) The JPI Merger Agreement and the IDB Transaction Agreement are enforceable against CME, Merger Sub 1, Merger Sub 2 and their respective Affiliates (to the extent a party thereto) in accordance with their respective terms, in each case subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) None of CME, Merger Sub 1, Merger Sub 2 and their respective Affiliates has violated or breached, in any material respect, or is in material default under, the JPI Merger Agreement or the IDB Transaction Agreement.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Covenants of GFI. From the date of this Agreement until the Effective Time, unless CME shall otherwise consent in writing (which consent may not be unreasonably withheld, conditioned or delayed) or except as set forth in Section 5.1 of the GFI Disclosure Letter or otherwise expressly provided for in this Agreement or as may be required by applicable Law, GFI shall, and shall cause each of the GFI Subsidiaries to, (i) conduct its business in the ordinary course consistent with past practice, (ii) use commercially reasonable efforts to preserve substantially intact its business organization and goodwill and relationships with all Governmental Entities, Self-Regulatory Organizations, providers of order flow, customers, suppliers, business associates and others having material business dealings with it and (iii) use commercially reasonable efforts to keep available the services of its current officers and key employees and to maintain its current rights and franchises; provided, however, that no action by GFI or the GFI Subsidiaries with respect to matters specifically addressed by any provision of this Section 5.1 shall be deemed a breach of clauses (i), (ii) or (iii) above unless such action would constitute a breach of such specific provision; provided, further, that no actions or transactions taken by GFI or the GFI Subsidiaries as contemplated by Section 6.4(d) shall be deemed a breach of this Section 5.1. In addition to and without limiting the generality of the foregoing, except (a) as expressly set forth in Section 5.1 of the GFI Disclosure Letter, (b) as expressly provided for in this Agreement or (c) as required by applicable Law, from the date hereof until the Effective Time, without the prior written consent of CME (which consent may not be unreasonably withheld, conditioned or delayed), GFI shall not, and shall not permit any GFI Subsidiary to, directly or indirectly:

(a) amend or modify any of the Constituent Documents of GFI or any CME Retained Subsidiary, or materially amend or modify any of the Constituent Documents of any other GFI Subsidiary, except, in each case, in connection with the Transactions;

(b) (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its Securities, other than dividends or distributions by wholly-owned GFI Subsidiaries to GFI or a wholly-owned GFI Subsidiary, (ii) split, subdivide, consolidate, combine or reclassify any of its Securities or issue or allot, or propose or authorize the issuance or allotment of, any other Securities or Equity Rights in respect of, in lieu of, or in substitution for, any of its Securities or (iii) repurchase, redeem or otherwise acquire any Securities or Equity Rights of GFI or any GFI Subsidiary;

(c) issue, allot, sell, grant, pledge or otherwise encumber any Securities or Equity Rights, other than issuances of GFI Common Stock in connection with GFI RSUs or GFI Stock Options issued prior to the date of this Agreement pursuant to the GFI Stock Plans in accordance with their terms as in effect on the date of this Agreement (other than outstanding Independent Director RSUs which shall be accelerated prior to the Closing);

(d) merge or consolidate with any Person, participate in or undertake a scheme of arrangement under the United Kingdom Companies Act 2006 or acquire the Securities or any material amount of assets of any other Person;

(e) other than in the ordinary course of business consistent with past practice, sell, lease, license, subject to a Lien (other than a Permitted Lien), encumber or otherwise surrender, relinquish or dispose of any assets, property or rights owned or held by GFI or any GFI Subsidiary (including Securities of a GFI Subsidiary) except (i) pursuant to the terms of a GFI Contract as of the date of this Agreement or (ii) in an amount not in excess of $1,000,000 in the aggregate;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person other than (A) by GFI or any wholly-owned GFI Subsidiary to or in GFI or any wholly-owned GFI Subsidiary, (B) pursuant to any contract or other legal obligation existing at the date of this Agreement set forth in Section 5.1(f) of the GFI Disclosure Letter or (C) to employees of GFI or any GFI Subsidiary, other than Continuing Employees, in the ordinary course of business and consistent with past practice, (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, indemnities, loans or advances not in existence as of the date of this Agreement, except (A) Indebtedness (other than revolving Indebtedness incurred under the Credit Agreement which will be repaid in accordance with Section 6.15) incurred in the ordinary course of business consistent with past practice not to exceed $1,000,000 in the aggregate or (B) guarantees by GFI of Indebtedness of wholly-owned GFI Subsidiaries or guarantees by GFI Subsidiaries of Indebtedness of GFI or (iii) other than as set forth in GFI's capital budget, a copy of which was delivered to CME prior to the date hereof, or an amount not to exceed $1,000,000 made in the ordinary course consistent with past practice, make or commit to make any capital expenditure with respect to the Trayport Business, the FENICS Business or any CME Retained Subsidiary;

(g) (i) materially amend or otherwise materially modify benefits under any GFI Benefit Plan, (ii) accelerate the payment or vesting of benefits or amounts payable or to become payable under any GFI Benefit Plan as currently in effect on the date hereof (other than outstanding Independent Director RSUs which shall be accelerated prior to the Closing), (iii) fail to make any required contribution to any GFI Benefit Plan, (iv) merge or transfer any GFI Benefit Plan or the assets or liabilities of any GFI Benefit Plan, (v) change the sponsor of any GFI Benefit Plan or (vi) terminate or establish any GFI Benefit Plan, except in each case, with respect to agreements for new hires in the ordinary course of business consistent with past practices and this Section 5.1;

(h) with respect to any director, officer, employee, worker or consultant of the Trayport Business, the FENICS Business or a CME Retained Subsidiary whose aggregate annual cash compensation exceeds $200,000, (i) enter into any employment agreement that has a term of more than one year (or materially amend any employment agreement) or (ii) extend the term of any employment agreement by more than one year;

(i) increase by more than 4% the annual compensation of any director, officer, employee, worker or consultant of the Trayport Business, the FENICS Business or a CME Retained Subsidiary;

(j) hire more than seven individuals in any capacity for service in the Trayport Business, the FENICS Business or the CME Retained Subsidiaries, none of which will be entitled to aggregate annual cash compensation in excess of $200,000, other than individuals hired to replace employees of the Trayport Business, the FENICS Business or the CME Retained Subsidiaries who have been terminated or who have otherwise left the employment of the Trayport Business, the FENICS Business or the CME Retained Subsidiaries so long as such individuals are hired on substantially the same terms as the individuals they are replacing;

(k) enter into or amend or modify any severance, retention or change of control plan, program or arrangement with respect to a Continuing Employee;

(l) terminate the employment or contractual relationship of any officer, director, consultant or employee of the Trayport Business, the FENICS Business or the CME Retained Subsidiaries, other than terminations of employees or consultants in the ordinary course of business consistent with past practice and existing policies and/or terminations for cause;

(m) enter into or amend a collective bargaining agreement, other labor agreement or work rules with a labor union, labor organization or works council with respect to employees, workers, consultants, officers or directors of GFI or any GFI Subsidiary;

(n) (i) settle or compromise any Proceeding for an amount in excess of $1,000,000 or (ii) enter into any consent, decree, injunction or similar restraint or form of equitable relief in settlement of any Proceeding, in each case, related to the Trayport Business, the FENICS Business or any CME Retained Subsidiary;

(o) (i) make, revoke or amend any material election relating to Taxes, (ii) settle or compromise any material Proceeding relating to Taxes, (iii) make a request for a written ruling of a Taxing Authority relating to material Taxes, other than any request for a determination concerning qualified status of any GFI Benefit Plan intended to be qualified under Section 401(a) of the Code, (iv) enter into a written and legally binding agreement with a Taxing Authority relating to material Taxes or (v) materially change any of its methods, policies or practices of reporting income or deductions for U.S. federal income tax purposes from those employed in the preparation of its U.S. federal income tax returns for the taxable year ended December 31, 2013; or (vi) take any action outside the ordinary course of business (other than an intercompany loan by GFI Holdings Limited to GFInet Inc. in an amount sufficient to repay GFInet Inc.'s revolving loan) or material action in each case that would materially affect the conclusion of the analysis prepared by Ernst & Young LLP relating to the basis of the Purchased Interests (as defined in the IDB Transaction Agreement);

(p) take any action, cause any action to be taken, fail to take any action or fail to cause any action to be taken (including any action or failure to act otherwise permitted by this Section 5.1) that would prevent the Combination from constituting a tax-free reorganization under Section 368(a) and related provisions of the Code;

(q) (i) modify or amend on terms materially adverse to the Trayport Business, the FENICS Business or any CME Retained Subsidiary, or transfer, novate, assign or terminate, any GFI Contract applicable to the Trayport Business, the FENICS Business or any CME Retained Subsidiary, (ii) enter into any successor agreement to an expiring GFI Contract applicable to the Trayport Business, the FENICS Business or any CME Retained Subsidiary that changes the terms of the expiring GFI Contract in a way that is materially adverse to the Trayport Business, the FENICS Business or any CME Retained Subsidiary, (iii) enter into any new agreement that would have been considered a GFI Contract applicable to the Trayport Business, the FENICS Business or any CME Retained Subsidiary if it were entered into at or prior to the date hereof; or (iv) modify or amend in any respect or transfer, novate, assign or terminate that certain BTS Software as a Service Agreement, dated July 24, 2014, between Trayport Limited and GFI Holdings Limited;

(r) enter into, renew, extend or amend any agreements or arrangements that limit or restrict any of the CME Retained Subsidiaries or any of their respective Affiliates or any successor thereto, from engaging or competing in any line of business or in any geographic area;

(s) change any method of accounting or accounting principles or practices of GFI or any GFI Subsidiary, except for any such change required by GAAP or by a Governmental Entity;

(t) terminate or cancel, or amend or modify in any material respect, any material insurance policies maintained by it covering GFI or any CME Retained Subsidiary or their respective properties which is not replaced by a comparable amount of insurance coverage, other than in the ordinary course of business consistent with past practice;

(u) adopt or implement a plan of complete or partial liquidation or resolution providing for or authorizing such liquidation or a dissolution, merger, restructuring, consolidation, recapitalization, scheme of arrangement under the United Kingdom Companies Act 2006, or other reorganization of GFI or any of the GFI Subsidiaries;

(v) transfer, abandon, allow to lapse, or otherwise dispose of any rights to, or obtain or grant any right to any material GFI Owned Intellectual Property relating to the Trayport Business, the FENICS Business or any CME Retained Subsidiary or disclose any material Trade Secrets of the Trayport Business, the FENICS Business or any CME Retained Subsidiary to any Person other than CME or its Representatives, in each case other than in the ordinary course of business consistent with past practice; or

(w) agree or commit to do any of the foregoing.

Notwithstanding anything in this agreement to the contrary, nothing contained in this Agreement shall give CME, directly or indirectly, the right to control or direct the operations of GFI or any of the GFI Subsidiaries prior to the Effective Time. Prior to the Effective Time, GFI and the GFI Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of their respective operations.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.1 Preparation and Mailing of Proxy Statement/Prospectus.

(a) As promptly as reasonably practicable following the date hereof, CME and GFI shall prepare and file with the SEC proxy materials that shall constitute the proxy statement/prospectus relating to the matters to be submitted to the stockholders of GFI at the GFI Stockholders Meeting (such proxy statement/prospectus, and any amendments or supplements thereto, the "Proxy Statement/Prospectus") and CME shall prepare and file the Form S-4. The Proxy Statement/Prospectus will be included in and will constitute a part of the Form S-4 as CME's prospectus. The Form S-4 and the Proxy Statement/Prospectus shall comply as to form in all material respects with the applicable provisions of the Securities Act and the Exchange Act and the rules and regulations thereunder.

(b) Each of CME and GFI shall use reasonable best efforts to have the Form S-4 declared effective by the SEC as promptly as reasonably practicable after the date hereof and to keep the Form S-4 effective as long as is necessary to consummate the Merger.

(c) Each of CME and GFI shall, as promptly as reasonably practicable after receipt thereof, provide the other Party copies of any written comments and advise the other Party of any oral comments, requests for amendments or supplements or requests for additional information, with respect to the Proxy Statement/Prospectus received from the SEC. CME shall provide GFI with a reasonable opportunity to review and comment on any amendment or supplement to the Form S-4 and any communications prior to filing such amendment, supplement or communication with the SEC and will promptly provide GFI with a copy of all such filings and communications made with the SEC.

(d) GFI shall cause the Proxy Statement/Prospectus to be mailed to its stockholders as promptly as reasonably practicable after the Form S-4 is declared effective under the Securities Act. Each of CME and GFI will advise the other Party, promptly after it receives notice thereof, of the time when the Form S-4 has become effective, the issuance of any stop order, the suspension of the qualification of the CME Class A Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the SEC for amendment of the Proxy Statement/Prospectus or the Form S-4.

(e) If at any time prior to the Effective Time, (i) any event or change occurs (including, in the case of GFI, a Change in Recommendation or receipt of a Takeover Proposal) with respect to the Parties or any of their respective Affiliates, officers or directors, which should, in the applicable Party's reasonable discretion, be set forth in an amendment of, or supplement to, the Form S-4 or the Proxy Statement/Prospectus or (ii) any information relating to the Parties, or any of their respective Affiliates, officers or directors, should be discovered by any of the Parties which should be set forth in an amendment or supplement to the Form S-4 or the Proxy Statement/Prospectus so that any such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Parties shall file as promptly as practicable with the SEC a mutually acceptable amendment of, or supplement to, the Form S-4 or the Proxy Statement/Prospectus and, as required by Law, disseminate the information contained in such amendment or supplement to the stockholders of the Parties; provided that, notwithstanding anything in this Agreement to the contrary, GFI, in connection with a Change in Recommendation made in compliance with the terms hereof, may amend or supplement the Proxy Statement/Prospectus (including by incorporation by reference) pursuant to an amendment or supplement (including by incorporation by reference) to the extent it contains (A) a Change in Recommendation, (B) a statement of the reason of the Board of Directors of GFI for making such Change in Recommendation and (C) additional information reasonably related to the foregoing.

Section 6.2 Stockholders Meeting; Recommendation. GFI shall duly take all lawful action to call, give notice of, convene and hold a meeting of the stockholders of GFI (the "GFI Stockholders Meeting") on a date as promptly as reasonably practicable after the Form S-4 is declared effective, and in any event within 45 days after the Form S-4 is declared effective, for the purpose of obtaining the GFI Stockholder Approval with respect to the adoption of this Agreement, and shall, subject to Section 6.5 (No Solicitation), use reasonable best efforts to solicit the adoption of this Agreement by the GFI Stockholder Approval. GFI may postpone, recess or adjourn the GFI Stockholder Meeting (a) if GFI is unable to obtain a quorum of its stockholders at the GFI Stockholders Meeting or (b) to allow reasonable additional time for the filing and distribution of any supplemental or amended disclosure which the Board of Directors of GFI (upon the recommendation of the Special Committee) has determined in good faith (after consultation with its outside legal counsel) is necessary or advisable under applicable Laws and for such supplemental or amended disclosure to be reviewed by the stockholders of GFI prior to the GFI Stockholders Meeting. The Board of Directors of GFI (upon the unanimous recommendation of the Special Committee) shall, subject to Section 6.5(d), recommend in the Proxy Statement/Prospectus adoption of this Agreement by the stockholders of GFI to the effect as set forth in Section 3.4(b) (GFI Authorization; Board Approval) (the "GFI Recommendation"), and neither the Board of Directors of GFI nor any committee thereof (including the Special Committee), shall (i) withdraw, modify or qualify in a manner adverse to CME, or propose publicly to withdraw, modify or qualify in a manner adverse to CME, the GFI Recommendation, (ii) take any public action or make any public statement in connection with the GFI Stockholders Meeting inconsistent with such GFI Recommendation or (iii) approve or

recommend, or publicly propose to approve or recommend, any Takeover Proposal (any of the actions described in clauses (i), (ii) or (iii) above, a "Change in Recommendation") (it being understood that a "stop, look and listen" communication by the Board of Directors of GFI to the holders of GFI Common Stock pursuant to Rule 14d-9(f) promulgated under the Exchange Act shall not constitute a Change in Recommendation); provided that the Board of Directors of GFI (upon the recommendation of the Special Committee) may make a Change in Recommendation pursuant to Section 6.5(d) (No Solicitation). Notwithstanding any Change in Recommendation, unless terminated pursuant to Section 8.1 (Termination), this Agreement shall be submitted to the stockholders of GFI at the GFI Stockholder Meeting for the purpose of obtaining the GFI Stockholder Approval and nothing contained herein shall be deemed to relieve GFI of such obligation. In the event of a Change in Recommendation, GFI shall provide CME with GFI's stockholder list and, following such Change in Recommendation until such time as this Agreement is terminated pursuant to Section 8.1 (Termination), CME may contact GFI's stockholders without regard to the limitations contained in Section 6.9 (Public Announcements).

Section 6.3 Access to Information; Confidentiality.

(a) Upon reasonable prior notice, GFI shall, and shall cause the GFI Subsidiaries to, afford to the officers, directors, employees, accountants, counsel, financial advisors, consultants, financing sources and other advisors or representatives (collectively, "Representatives") of CME reasonable access during normal business hours and without undue disruption of normal business activity during the period prior to the earlier of the Effective Time and the termination of this Agreement to all of GFI's and its Subsidiaries' properties, books, records, contracts, commitments and personnel and shall furnish, and shall cause to be furnished, as promptly as reasonably practicable to CME (i) a copy of each material report, schedule and other document filed, furnished, published, announced or received by it during such period pursuant to the requirements of federal or state securities Laws or a Governmental Entity or Self-Regulatory Organization and (ii) all other information with respect to GFI as CME may reasonably request; provided that GFI and the GFI Subsidiaries shall not be obligated to provide access to (A) any competitively sensitive information, (B) any information that would reasonably be expected to result in the loss of attorney-client privilege, (C) any information that would result in a breach of an agreement to which GFI or any of the GFI Subsidiaries is a party, (D) any information that, in the reasonable judgment of GFI, would violate any applicable Law or (E) any information that is reasonably pertinent to any litigation in which GFI or any GFI Subsidiary, on the one hand, and CME or any of its Affiliates, on the other hand, are adverse parties; provided, however, that in the case of clauses (A), (B) or (C) above, GFI shall attempt in good faith to make reasonable substitute arrangements as may be reasonably necessary to produce the relevant information in a manner that would not reasonably be expected to harm GFI's competitive positions, to jeopardize the attorney-client privilege or to result in such breach, as applicable.

(b) As promptly as practicable following each month-end between the date of this Agreement and the Closing Date, GFI shall deliver to CME a copy of its management report (which shall include its consolidated financial statements, including its statement of cash flows, for such quarter). As promptly as practicable following each quarter-end between the date of this Agreement and the Closing Date, GFI shall deliver to CME a copy of its management report (which shall include its consolidated financial statements, including its

statement of cash flows, for such quarter) along with a statement setting forth the amount as of such quarter-end of (i) Available Cash, (ii) Working Capital and (iii) Tangible Equity (including a breakdown by type of equity, including Available Cash), together with reasonable supporting detail.

(c) All information furnished pursuant to this Section 6.3 shall be subject to the confidentiality agreement, dated as of October 2, 2013, by and between GFI and CME (the "Confidentiality Agreement"). No investigation pursuant to this Section 6.3 shall affect the representations, warranties or conditions to the obligations of the Parties contained herein.

Section 6.4 Consents and Approvals; Pre-Closing Reorganization.

(a) Subject to the terms and conditions of this Agreement, each of CME and GFI will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the Transactions, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents necessary and appropriate to consummate the Transactions. In furtherance and not in limitation of the foregoing, each of CME and GFI shall (i) make or cause to be made the filings required of such party under the HSR Act and the Foreign Competition Laws with respect to the Transactions as promptly as practicable after the date of this Agreement, (ii) comply at the earliest practicable date with any request under the HSR Act for additional information, documents or other materials received by such party from the Federal Trade Commission ("FTC"), the Antitrust Division of the U.S. Department of Justice (the "Antitrust Division") or by any other Governmental Entity (including under any Foreign Competition Laws) in respect of such filings or such Transaction and (iii) act in good faith and reasonably cooperate with the other Party in connection with any such filings and in connection with resolving any investigation or other inquiry of any such agency or other Governmental Entity under any of the HSR Act, the Foreign Competition Laws, the Sherman Act, the Clayton Act and any other Laws or Orders that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws") with respect to any such filing or any such Transaction. To the extent not prohibited by applicable Law, the Parties shall use reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transactions. Each Party shall give each other reasonable prior notice of any substantive communication with, and any proposed understanding, undertaking or agreement with, any Governmental Entity regarding any such filings or any such Transaction. No Party shall independently participate in any meeting, or engage in any substantive conversation, with any Governmental Entity in respect of any such filings, investigation or other inquiry without giving the other Parties prior notice of the meeting or conversation and, unless prohibited by such any Governmental Entity, the opportunity to attend or participate. The Parties contemplate that as a general matter both CME and GFI shall be represented at in-person meetings with any Governmental Entity. The Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to the HSR Act, the Foreign Competition Laws or other Antitrust Laws.

(b) Without limiting the general obligations of CME and GFI under Section 6.4(a) (Consents and Approvals), each of CME and GFI shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the Transactions under the Antitrust Laws. In connection therewith and subject to Section 6.4(a) (Consents and Approvals), if any Proceeding is instituted (or threatened to be instituted) challenging any Transaction as inconsistent with or violative of any Antitrust Law, each of CME and GFI shall cooperate and use its reasonable best efforts vigorously to contest and resist (by negotiation, litigation or otherwise) any such Proceeding and to have vacated, lifted, reversed or overturned any Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the Transactions, unless CME reasonably and in good faith determines that litigation is not in its best interests. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 6.4(b) shall limit the right of a Party to terminate this Agreement pursuant to Section 8.1 (Termination), so long as such Party has until that time complied in all material respects with its obligations under this Section 6.4. Each of CME and GFI shall use its reasonable best efforts to take such action as may be required to cause the expiration of the notice periods or to obtain the necessary approvals under the HSR Act, the Foreign Competition Laws or any other Antitrust Laws with respect to the Transactions as promptly as possible after the execution of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to require CME or any CME Subsidiary to agree to or take any action that would result in any Burdensome Condition. None of GFI or any GFI Subsidiary shall agree to or take any action that would result in any Burdensome Condition without the prior written consent of CME. For purposes of this Agreement, a "Burdensome Condition" shall mean making proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws (i) providing for the transfer, license, sale or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of CME, GFI or any of their respective Subsidiaries or the holding separate (through the establishment of a trust or otherwise) of the Securities of any CME Subsidiary or GFI Subsidiary or (ii) imposing or seeking to impose any limitation on the ability of CME, GFI or any of their respective Subsidiaries to conduct their respective businesses (including with respect to market practices and structure) or own such assets or to acquire, hold or exercise full rights of ownership of the business of GFI, the GFI Subsidiaries, CME or the CME Subsidiaries, in each case other than (x) with respect to Antitrust Laws, any such proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws that would not impair in any material respect the expected benefits of CME and the CME Subsidiaries from or relating to the Transactions, or (y) with respect to Regulatory Approvals, any de minimis administrative or ministerial obligations of CME or any CME Subsidiary, other than, with respect to the IDB Business or IDB Subsidiaries, any such obligation that would exist following the Effective Time.

(d) GFI shall take all steps necessary to complete the Pre-Closing Reorganization prior to the Closing. All definitive documentation to implement the Pre-Closing Reorganization shall be subject to CME's reasonable prior review and written approval (such approval not to be unreasonably withheld, conditioned or delayed).

Section 6.5 No Solicitation.

(a) Except as otherwise provided in this Section 6.5, GFI shall not, nor shall it authorize or permit any of the GFI Subsidiaries or any of its and its Subsidiaries' respective Representatives to, directly or indirectly (i) initiate, solicit or knowingly facilitate or encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal, (ii) adopt, or publicly propose to adopt, or allow GFI or any GFI Subsidiary to execute or enter into, any binding or non-binding letter of intent, agreement in principle, memorandum of understanding, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other agreement, commitment, arrangement, undertaking, or understanding in connection with or relating to any Takeover Proposal (other than confidentiality agreements permitted under Section 6.5(b)(i)) or (iii) other than with CME, Merger Sub 1, Merger Sub 2 or their respective Representatives or other than informing third parties of the existence of this Section 6.5, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information or data in connection with or relating to, any Takeover Proposal. GFI shall, and GFI shall cause the GFI Subsidiaries and its and their respective Representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal and shall request the prompt return or destruction of any confidential information previously furnished to such Persons in connection therewith in accordance with the terms of any applicable confidentiality agreement.

(b) Notwithstanding the foregoing, prior to receipt of the GFI Stockholder Approval, GFI and the Board of Directors of GFI (upon the recommendation of the Special Committee) may (directly or through their Representatives), in response to a bona fide written Takeover Proposal that was first received after the date hereof and did not otherwise result from a breach of this Section 6.5, and subject to compliance with Section 6.5(d) (Change in Recommendation):

(i) furnish information with respect to GFI and the GFI Subsidiaries to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing provisions no less favorable in the aggregate to GFI than those contained in the Confidentiality Agreement then in effect; provided that such confidentiality agreement (A) shall be provided to CME promptly after its execution, (B) shall not contain any provisions that would prevent GFI from complying with its obligation to provide the required disclosure to CME pursuant to this Section 6.5 (No Solicitation) and (C) need not contain a standstill or similar provision that prohibits such Person from making a Takeover Proposal; provided, further, that a copy of all such information provided to such Person has previously been provided to CME or its Representatives or is provided to CME substantially concurrently with the time it is provided to such Person; and

(ii) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Board of Directors of GFI (upon the recommendation of the Special Committee) determines in good faith (after consultation with its outside legal counsel and its independent financial advisor) that such Takeover Proposal is or could reasonably be expected to lead to a Superior Proposal.

(c) As promptly as reasonably practicable after the receipt, directly or indirectly, by GFI of any Takeover Proposal or any inquiry with respect to, or that could reasonably be expected to lead to, any Takeover Proposal, and in any case within 24 hours after the receipt thereof, GFI shall provide oral and written notice to CME of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal or inquiry and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including a copy of any such written Takeover Proposal and any amendments or modifications thereto). Commencing upon the provision of any notice referred to above and continuing until such Takeover Proposal is withdrawn or the Board of Directors of GFI (upon the recommendation of the Special Committee) has provided written notice to CME that it is prepared to effect a Change in Recommendation pursuant to Section 6.5(d) (Change in Recommendation), (A) once, and not more than once, each day at mutually reasonably agreeable times, GFI (or its outside legal counsel) shall, in person or by telephone, provide CME (or its outside legal counsel) a summary of the status of such Takeover Proposal and the material resolved or unresolved issues (including the stated positions of the parties to such negotiations on such issues) related thereto, including material amendments or proposed amendments as to price and other material terms of such Takeover Proposal and (B) GFI shall, promptly upon receipt or delivery thereof, provide CME (or its outside legal counsel) with copies of all drafts and final versions (and any comments thereon) of agreements (including schedules and exhibits thereto) relating to such Takeover Proposal exchanged between GFI or any of its Representatives, on the one hand, and the person making such Takeover Proposal or any of its Representatives, on the other hand.

(d) Neither the Board of Directors of GFI nor any committee thereof (including the Special Committee) shall, directly or indirectly, effect a Change in Recommendation. Notwithstanding the foregoing, at any time prior to receipt of the GFI Stockholder Approval, the Board of Directors of GFI (upon the recommendation of the Special Committee) may, in response to a Superior Proposal or an Intervening Event, effect a Change in Recommendation; provided that the Board of Directors of GFI (upon the recommendation of the Special Committee) determines in good faith (after consultation with its outside legal counsel and its independent financial advisor) that the failure to do so would reasonably be likely to be inconsistent with its fiduciary duties to the stockholders of GFI under applicable Law; provided, further, that the Board of Directors of GFI may not effect such a Change in Recommendation unless (i) the Board of Directors of GFI (upon the recommendation of the Special Committee) shall have first provided prior written notice to CME that it is prepared to effect a Change in Recommendation in response to a Superior Proposal or an Intervening Event, which notice shall, in the case of a Superior Proposal, attach the most current version of any written agreement relating to the transaction that constitutes such Superior Proposal, and, in the case of an Intervening Event, attach information specifying such Intervening Event in reasonable detail and any other information related thereto reasonably requested by CME, it being understood and

agreed that the delivery of such notice shall not, in and of itself, be deemed a Change in Recommendation, and (ii) CME does not make, within four Business Days after receipt of such notice a proposal that the Board of Directors of GFI (upon the recommendation of the Special Committee) determines in good faith (after consultation with its outside legal counsel and its independent financial advisor) would cause the proposal previously constituting a Superior Proposal to no longer constitute a Superior Proposal or obviates the need for a Change in Recommendation as a result of the Intervening Event, as the case may be. GFI agrees that, during the four Business Day period prior to its effecting a Change in Recommendation, GFI and its Representatives shall, if requested by CME, negotiate in good faith with CME and its Representatives (so long as CME and its Representatives are negotiating in good faith) regarding any revisions to the terms of the Transactions proposed by CME intended to cause such Takeover Proposal to no longer constitute a Superior Proposal or to obviate the need for a Change in Recommendation as a result of an Intervening Event. Any material amendment to the terms of such Superior Proposal or material change to the facts and circumstances that are the basis for such Intervening Event occurring or arising prior to the making of a Change in Recommendation shall require GFI to provide to CME a new notice and a new negotiation period of two Business Days (instead of four Business Days).

(e) Nothing contained in this Section 6.5 shall prohibit GFI or the Board of Directors of GFI (upon the recommendation of the Special Committee) from taking and disclosing any position contemplated by Rule 14e-2 promulgated under the Exchange Act or making any statement contemplated by Item 1012(a) of Regulation M-A or Rule 14d-9 promulgated under the Exchange Act in respect of any Takeover Proposal or making any disclosure to the stockholders of GFI if the Board of Directors of GFI (upon the recommendation of the Special Committee) determines in good faith (after consultation with its outside legal counsel) that the failure to make such disclosure would reasonably be likely to be inconsistent with its fiduciary duties to the stockholders of GFI under applicable Law; provided, however, that neither the Board of Directors of GFI nor any committee thereof (including the Special Committee) shall, except as expressly permitted by Section 6.5(d) (Change in Recommendation), effect a Change in Recommendation.

(f) For purposes of this Agreement:

"Intervening Event" means a material development or change in circumstances occurring or arising after the date hereof, which was not known or reasonably foreseeable to the Special Committee as of or prior to the date hereof (which change or development does not relate to a Takeover Proposal), and which becomes known to the Special Committee prior to the GFI Stockholder Approval.

"Superior Proposal" means any bona fide unsolicited written Takeover Proposal made by any party (other than CME or any CME Subsidiary) that did not result from a breach of this Section 6.5, and that, if consummated, would result in such third party (or in the case of a direct merger between such third party and GFI, the stockholders of such third party) acquiring, directly or indirectly, 80% of the voting power of GFI's Securities or all or substantially all the assets of GFI and its Subsidiaries, taken as a whole, and that the Board of Directors of GFI (upon the recommendation of the Special Committee) determines in good faith (after consultation with its outside legal counsel and its independent financial advisor) to be, if consummated, more

favorable to holders of GFI Common Stock than the Merger (taking into account any changes to the terms of this Agreement as may be proposed by CME in response to such Superior Proposal pursuant to Section 6.5(d)) from a financial point of view, taking into account those factors as the Board of Directors of GFI (upon the recommendation of the Special Committee) deems to be appropriate, including the likelihood of consummation.

"Takeover Proposal" means any proposal or offer for a direct or indirect (i) merger, binding share exchange, recapitalization, reorganization, scheme of arrangement under the United Kingdom Companies Act 2006, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving GFI or one or more of its Subsidiaries, (ii) the acquisition or purchase, including by lease, exchange, mortgage, pledge, transfer or other acquisition or assumption, of 20% or more of the fair value of the assets or 20% or more of any class of equity or voting securities of (A) GFI and its Subsidiaries, (B) the CME Retained Subsidiaries, (C) the Trayport Business or (D) the FENICS Business, in each case taken as a whole and in one transaction or a series of related transactions, (iii) purchase, tender offer, exchange offer or other acquisition (including by way of merger, consolidation, share exchange or otherwise) of Beneficial Ownership of Securities representing 20% or more of the voting power of GFI's Securities, or (iv) any transaction, or combination of transactions, similar to the foregoing; provided, however, that the term "Takeover Proposal" shall not include the Transactions.

Section 6.6 Employee Matters.

(a) For the one year period following the Closing Date, CME will provide, or cause one of its Affiliates to provide, each Continuing Employee with (A) base salary at least equal to the base salary provided to the Continuing Employees immediately prior to the Closing Date and (B) benefits (other than equity compensation benefits) that, taken as a whole, are comparable in the aggregate to those provided to Continuing Employees immediately prior to the Closing Date.

(b) Except to the extent necessary to avoid the duplication of benefits, the Surviving Company shall recognize the service of each Continuing Employee with GFI or its Affiliates before the Effective Time as if such service had been performed with CME or its Affiliates (i) for all purposes under the GFI Benefit Plans maintained by the Surviving Company or its Affiliates after the Effective Time (to the extent such plans, programs, or agreements are delivered to Continuing Employees), (ii) for purposes of eligibility and vesting under any employee benefit plans and programs of the Surviving Company or its ERISA Affiliates other than the GFI Benefit Plans (the "Surviving Company Plans") in which the Continuing Employee participates after the Effective Time, and (iii) for benefit accrual purposes under any Surviving Company Plan that is a vacation or severance plan in which the Continuing Employee participates after the Effective Time.

(c) With respect to any welfare plan maintained by the Surviving Company or its Affiliates in which Continuing Employees are eligible to participate after the Effective Time, the Surviving Company and its Affiliates shall use commercially reasonable efforts to (i) waive all limitations as to preexisting conditions and exclusions with respect to participation and coverage requirements applicable to such employees to the extent such

conditions and exclusions were satisfied or did not apply to such employees under the welfare plans maintained by GFI or its Affiliates prior to the Effective Time and (ii) provide each Continuing Employee with credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any analogous deductible or out-of-pocket requirements to the extent applicable under any such plan.

(d) Prior to the Effective Time, GFI and the GFI Subsidiaries, as applicable, shall fully comply with all notice, consultation, collective bargaining or other bargaining obligations to any labor union, labor organization, works council or group of employees, workers and/or consultants to GFI and the GFI Subsidiaries in connection with the Transactions, including such obligations arising in respect of the Pre-Closing Reorganization.

(e) IDB RSUs.

(i) Assumption of IDB RSUs. Not later than five Business Days prior to the Closing Date, GFI shall take all actions necessary: (A) to provide that each GFI Stock Option (if any) outstanding immediately before the Effective Time (an "IDB Option") shall be canceled as of the Effective Time for no consideration; (B) to provide that each GFI RSU outstanding immediately before the Effective Time and then held by any Person other than a Continuing Employee or a non-employee director of GFI (an "IDB RSU") shall be converted into an obligation of IDB Buyer in accordance with the procedures set forth in Section 6.6(e) of the GFI Disclosure Letter, and IDB Buyer shall be solely responsible for the withholding, payment and reporting of any Tax arising with respect to the IDB Options and IDB RSUs, including Tax arising upon or as a result of any conversion or cancellation or any other taxable event with respect to the IDB RSUs and IDB Options whether before, at or after the Effective Time, including at any time after the cancellation of the IDB Options or conversion of the IDB RSUs; (C) to provide that neither CME nor any Affiliate of CME shall have any liability in respect of any IDB Option or IDB RSU, and neither CME nor any Affiliate of CME shall have any obligation to make any reports or notifications to any relevant Taxing Authority or other Governmental Entity in relation to the IDB Options or IDB RSUs; and (D) to obtain, subject to Section 6.6(e)(iii), the Consent (as defined below) of each holder of an IDB RSU to the cancellation or conversion of their IDB RSUs and a release of any claims arising in connection with such IDB RSU in favor of CME and its Affiliates in a form and at a time reasonably acceptable to GFI.

(ii) Consent. For purposes of this Section 6.6, "Consent" means (A) express consent in writing, including a release of any claims arising in connection with such IDB RSU in favor of Seller and its Affiliates, where the holder of the IDB RSU (I) is presently employed or engaged in Australia, China, Dubai, Israel, Japan, Philippines, Singapore or Switzerland, or, where such express consent is not obtained by the Closing Date, then as set forth in Section 6.6(e)(ii)(A), (II) is a person whose IDB RSU will be converted into a combination of deferred cash and equity awards or (III) (x) is presently employed or engaged in the U.K., (y) was granted the IDB RSU as a sign-on bonus at the

commencement of employment, and (z) holds 30,000 or more outstanding IDB RSUs as of the date hereof; and, in all other cases (B) the insertion of implied consent language reasonably acceptable to CME into documentation governing awards to be granted by IDB Buyer on the conversion of the IDB RSUs.

(iii) Required Efforts to Secure Consent. GFI must obtain Consent from every individual described in Section 6.6(e)(ii)(A)(II). For all other IDB RSUs that are subject to an express Consent requirement under Section 6.6(e)(ii)(A), GFI must use its reasonable best efforts to obtain express consent in writing from the holder of the IDB RSU within 60 days following the date hereof, and if not obtained during such period, prior to the Closing Date.

(iv) Outstanding RSUs. No more than 60 days following the date hereof, GFI must provide CME with, for each individual identified in Section 6.6(e)(ii)(A), a complete and accurate list as of the date of delivery identifying (A) whether the individual is described in clause (I), (II) or (III) of Section 6.6(e)(ii)(A) (and in the case of individuals described in clause (I), the relevant jurisdiction), (ii) the number of shares of Genesis Common Stock subject to IDB RSUs then held by such person, and (iii) whether Consent has then been obtained in respect of such individual. GFI shall update such list and deliver it to CME not less frequently than monthly thereafter.

(f) Nothing in this Agreement, express or implied, shall be treated as an amendment of, or undertaking to amend, any employee benefit plan. Nothing in this Section 6.6, express or implied, shall confer upon any current or former employee, worker, consultant or director of GFI or a GFI Subsidiary, or legal representative or beneficiary thereof or other person, any rights or remedies, including any right to employment or service or continued employment or service for any specified period, or compensation or benefits of any nature or kind whatsoever or a right of any employee, worker, consultant or director or beneficiary of such person under an employee benefit plan that such employee or beneficiary or other person would not otherwise have under the terms of that employee benefit plan without regard to this Agreement.

Section 6.7 Fees and Expenses. Except as set forth in Section 8.3(c) (Expense Reimbursement), whether or not the Combination is consummated, all Expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such Expenses, except with respect to Expenses of printing and mailing the Proxy Statement/Prospectus, all filing and other fees paid to the SEC in connection with the Transactions and all fees associated with the HSR Act and the Foreign Competition Laws, which shall be borne equally by CME and GFI. As used in this Agreement, "Expenses" includes all out-of-pocket expenses (including, all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a Party and its Affiliates) incurred by a Party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the Transactions, including the preparation, printing, filing and mailing, as the case may be, of the Proxy Statement/Prospectus, the Form S-4 and any amendments or supplements thereto, the solicitation of the GFI Stockholder Approval and all other matters related to the Transactions.

Section 6.8 Directors' and Officers' Indemnification and Insurance.

(a) From and after the Effective Time, the Surviving Company shall indemnify and hold harmless, and provide advancement of expenses to, all past and present directors and officers of GFI and anyone who becomes a director or officer of GFI during the period from the date of this Agreement through the Closing Date (in all of their capacities) (the "Indemnified Persons") for all acts and omissions occurring at or prior to the Effective Time to the same extent such persons are indemnified or have the right to advancement of expenses as of the date of this Agreement by GFI pursuant to GFI's Constituent Documents and indemnification agreements, if any, in existence on the date hereof with any Indemnified Persons. CME shall cause the Constituent Documents of the Surviving Corporation and the Surviving Company to contain provisions with respect to indemnification, advancement of expenses and limitation of director and officer liability that are no less favorable to the Indemnified Persons with respect to acts or omission occurring at or prior to the Effective Time than those set forth in the Constituent Documents of GFI as of the date of this Agreement, which provisions thereafter shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any Indemnified Persons. From and after the Effective Time, CME shall guarantee and stand surety for, and shall cause the Surviving Company to honor, in accordance with their respective terms, each of the covenants contained in this Section 6.8.

(b) Prior to the Closing Date, GFI shall, or if GFI is unable to, CME shall cause the Surviving Company as of or following the Effective Time to, purchase a six year prepaid "tail" policy on the current policies of directors' and officers', employed lawyers' liability insurance and fiduciary liability insurance maintained by GFI with respect to claims arising from facts or events that occurred on or before the Effective Time (including for acts or omissions occurring in connection with the approval of this Agreement and the consummation of the Transactions) ("D & O Insurance"); provided that GFI shall not pay, and the Surviving Company shall not be required to pay, for such "tail" policy more than 300% of the current annual premium paid by GFI for such D & O Insurance. If such D & O Insurance has been obtained by GFI prior to the Effective Time, CME shall cause such D & O Insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the Surviving Company. If GFI or the Surviving Company shall for any reason fail to obtain such "tail" policy, the Surviving Company or CME shall maintain for a period of six years after the Effective Time such D & O Insurance (provided that the Surviving Company or CME (or any successor) may substitute therefor policies of at least the same coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured); provided that in no event shall the Surviving Company or CME be required to pay in any one year more than 300% of the current annual premium paid by GFI for such D & O Insurance; provided, further, that if the annual premiums of such D & O Insurance exceed such amount, the Surviving Company or CME shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount.

(c) If CME, the Surviving Company or any of its or their successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or other entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, in each such case, proper provisions shall be made so that the successors and assigns of CME or the Surviving Company, as the case may be, shall assume all of the obligations set forth in this Section 6.8.

(d) The obligations of CME, the Surviving Company and any successors thereto under this Section 6.8 shall not be terminated or modified in such a manner as to adversely affect any Indemnified Person to whom this Section 6.8 applies without the consent of such affected Indemnified Person (it being expressly agreed that the Indemnified Persons to whom this Section 6.8 applies shall be third party beneficiaries of this Section 6.8)

Section 6.9 Public Announcements. CME and GFI shall develop a joint communications plan and each Party shall (a) ensure that all of its press releases and other public statements or communications with respect to the Transactions shall be consistent with such joint communications plan and (b) unless otherwise required by applicable Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, consult with each other before issuing any press release or, to the extent practicable, otherwise making any public statement or communication with respect to this Agreement or the Transactions. In addition to the foregoing, except to the extent disclosed in or consistent with the Proxy Statement/Prospectus in accordance with the provisions of Section 6.1 (Preparation and Mailing of Proxy Statement/Prospectus), neither CME, GFI nor any of their respective Affiliates shall issue any press release or otherwise make any public statement or disclosure concerning the other Party or the other Party's business, financial condition or results of operations without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (a) nothing in this Section 6.9 shall limit GFI's or the Board of Directors of GFI's rights under Section 6.5, (b) GFI will no longer be required to consult with CME in connection with any such press release or public statement if the Board of Directors of GFI (upon the recommendation of the Special Committee) has effected any Change in Recommendation in compliance with Section 6.5(d) or shall have resolved to do so and (c) the requirements of this Section 6.9 shall not apply to any disclosure by GFI or CME of any information concerning this Agreement or the Transactions in connection with any dispute between the Parties regarding this Agreement or the Transactions.

Section 6.10 Notice of Certain Events. Each of CME and GFI shall promptly notify the other after receiving or becoming aware of (a) any written notice from any counterparty to a GFI Contract alleging that the consent of that Person is or may be required in connection with the Transactions, (b) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be reasonably likely to (i) prevent or materially delay the consummation of the Transactions or (ii) result in the failure of any condition to the Closing set forth in Article VII to be satisfied, or (c) any Proceeding commenced or, to its Knowledge, threatened against, relating to or otherwise involving CME or any of the CME Subsidiaries or GFI or any of the GFI Subsidiaries, as the case may be, that relates to the consummation of the Transactions; provided, however, that the delivery of any notice pursuant to this Section 6.10 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

Section 6.11 Listing of Shares of CME Class A Common Stock. CME shall use its reasonable best efforts to cause the shares of CME Class A Common Stock to be issued in the Merger to be approved for listing on the Nasdaq, subject to official notice of issuance, prior to the Closing Date.

Section 6.12 Section 16 of the Exchange Act. Prior to the Effective Time, each of CME and GFI shall take all reasonable actions intended to cause any dispositions of GFI Common Stock (including derivative securities with respect to GFI Common Stock) resulting from the transactions contemplated by Article I and Article II by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act, to be exempt under Rule 16b-3 promulgated under the Exchange Act, as described in the No-Action Letter dated January 12, 1999, issued by the SEC to Skadden, Arps, Slate, Meagher & Flom LLP.

Section 6.13 State Takeover Laws. If any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or shall become applicable to the Transactions, the Parties shall use reasonable best efforts to grant such approvals and take such actions as are necessary so that the Transactions may be consummated as promptly as practicable on the terms contemplated hereby and shall otherwise act to minimize the effects of any such statute or regulation on the Transactions.

Section 6.14 Stockholder or Member Litigation. GFI shall promptly advise CME orally and in writing of any litigation brought by any stockholder of GFI against GFI and/or its directors relating to this Agreement and/or the Transactions, and shall keep CME reasonably informed regarding any such litigation. GFI shall give CME the opportunity to consult with GFI, and shall take into account and implement CME's reasonable views, regarding the defense or settlement of any such litigation and shall not settle any such litigation without the prior written consent of CME (which consent may not be unreasonably withheld, conditioned or delayed).

Section 6.15 Actions with Respect to Existing GFI Indebtedness.

(a) GFI shall deliver to CME prior to the Closing a copy of a payoff letter, in commercially reasonable form, under the Credit Agreement, evidencing the amount necessary to repay or satisfy and discharge any Indebtedness outstanding under the Credit Agreement, the termination of all agreements and all obligations in connection therewith and the release of all Liens securing the obligations under the Credit Agreement. At or prior to the Closing, GFI shall pay such payoff amounts as provided in such payoff letter in order to terminate the Credit Agreement at the Closing.

(b) At CME's written request, GFI shall use its reasonable best efforts to commence as soon as reasonably practicable after receipt of such request (or at such later time as specified in such request) and conduct and consummate at the time specified in such request, and on such other terms and conditions, including pricing terms, specified by CME, an offer to purchase all or a portion of the outstanding Senior Notes due 2018 (a "Tender Offer") and/or a solicitation of consent of the holders of the Senior Notes due 2018 to such amendments to the Indenture as CME may specify (a "Consent Solicitation," and any Tender Offer or Consent Solicitation a "Debt Offer"); provided that, (A) with respect to any Debt Offer, GFI shall not be required to commence such Debt Offer until CME shall have provided GFI with the necessary offer to purchase, consent solicitation statement, letter of transmittal, supplemental indenture or

other related documents in connection with such Debt Offer (collectively, "Debt Offer Documents") a reasonable period of time in advance of commencing such Debt Offer and (B) CME shall afford GFI a reasonable opportunity to review the material terms and conditions of the Debt Offers. The closing of any Debt Offer shall be expressly conditioned on the occurrence of the Closing (provided that, in the case of any Tender Offer that CME requires to be conducted on such terms as would satisfy any obligation of GFI under the terms of the Senior Notes due 2018 to repurchase Senior Notes due 2018 in connection with the occurrence of a repurchase event under the Indenture, as provided below, the closing of such Debt Offer may be conditioned on the occurrence of a Change of Control Repurchase Event (as defined in the Indenture) as contemplated by the Indenture). None of the Senior Notes due 2018 shall be required to be accepted for purchase or purchased pursuant to a Debt Offer prior to the Closing. GFI shall, and shall use reasonable best efforts to cause its Representatives, to provide all cooperation reasonably requested by CME in connection with any Debt Offer; provided, however, that nothing herein shall (x) require such cooperation to the extent it would unreasonably disrupt or interfere with the business or operations of GFI or any of its Subsidiaries or (y) require GFI or any of its Subsidiaries to pay any fees, incur or reimburse any costs or expenses or make any payment, prior to the occurrence of the Effective Time (except to the extent that CME promptly reimburses (in the case of ordinary course out-of-pocket costs and expenses) or provides the funding (in all other cases) to GFI or such Subsidiary therefor). The closing of each Tender Offer and each Consent Solicitation shall be conducted in compliance with applicable Laws, including SEC rules and regulations to the extent applicable. GFI shall waive any of the conditions to a Debt Offer (other than, to the extent applicable to such Debt Offer, that the Merger shall have been consummated and that there shall be no law, injunction or other legal restraint prohibiting consummation of such Debt Offer) as may be reasonably requested by CME and shall not, without the prior written consent of CME, waive any condition to a Debt Offer or make any changes to a Debt Offer. Without limitation as to the foregoing, CME may require that a Tender Offer pursuant to this Section 6.15 be conducted on such terms as would satisfy any obligation of GFI under the terms of the Senior Notes due 2018 to repurchase Senior Notes due 2018 in connection with the occurrence of a repurchase event under the Indenture. In connection with any Consent Solicitation, if the requisite valid consents from holders of the Senior Notes due 2018 have been received in accordance with the Indenture and the terms of such Consent Solicitation, GFI shall use its reasonable best efforts (including reasonable best efforts to cause its counsel to deliver such legal opinions as are required under the Indenture) to cause the Trustee to execute a supplemental indenture to the Indenture to implement the amendments thereto authorized in such Consent Solicitation; provided that no such amendment shall (x) be effective until immediately prior to the Effective Time unless the operative provisions of such supplemental indenture would, by their terms, revert and be deemed never to have been in effect in the event that this Agreement is terminated in accordance with the provisions hereof or would cease to apply if the Effective Time never occurs or (y) be operative with respect to any period prior to the Effective Time.

(c) If requested by CME in writing, GFI shall take all actions requested by CME reasonably necessary, including the issuance of one or more notices of optional redemption for all or a portion of the outstanding aggregate principal amount of the Senior Notes due 2018 pursuant to the Indenture, in order to effect the satisfaction and discharge of the Indenture with respect to the Senior Notes due 2018 and/or the covenant defeasance of the Senior Notes due 2018, in each case pursuant to the Indenture (such a satisfaction and discharge

or defeasance, a "Discharge" of the Senior Notes due 2018), and shall effect such Discharge of the Senior Notes due 2018 at the Effective Time or at such other time thereafter as may be specified by CME; provided that (i) in no event shall GFI be required to consummate a Discharge of the Senior Notes due 2018 or issue any irrevocable notice of redemption with respect to the Senior Notes due 2018 prior to the Closing, (ii) to the extent that a Discharge of the Senior Notes due 2018 can be conditioned on the completion of the Merger, it will be so conditioned, (iii) prior to GFI being required to issue any notice of redemption with respect to Senior Notes due 2018, CME shall set aside, or shall cause to be set aside, sufficient funds to deliver to GFI to effect such redemption and (iv) prior to GFI being required to effect a Discharge of the Senior Notes due 2018, CME shall deliver to, or shall cause to be delivered to, GFI or a paying agent selected or approved by CME and reasonably acceptable to GFI funds sufficient to enable GFI to effect such Discharge of the Senior Notes due 2018. GFI shall provide, and shall use reasonable best efforts to cause its Representatives to provide, any other cooperation reasonably requested by CME to facilitate any Discharge.

(d) The Debt Offer Documents (including all amendments or supplements thereto) and all other communications with the holders of the Senior Notes due 2018 in connection with any Debt Offer or any Discharge shall be subject to prior review of, and comment by, CME and GFI and shall be reasonably acceptable to each of them. GFI shall not waive any condition to any Debt Offer or Discharge other than as agreed in writing between CME and GFI. GFI shall, and shall cause the GFI Subsidiaries and its and their Representatives to, provide all cooperation reasonably requested by CME in connection with any Debt Offer or Discharge. Without limitation as to the foregoing, GFI and the GFI Subsidiaries shall, and shall use reasonable best efforts to cause its counsel to, furnish legal opinions in customary form and scope relating to GFI and the GFI Subsidiaries, the Indenture and the Senior Notes due 2018 and the Merger to the extent required by the Indenture in connection with any Debt Offer (including any supplemental indentures in connection therewith) or Discharge; provided that CME will provide such assistance and information in connection therewith as is reasonably requested by GFI. In connection with any Debt Offer or Discharge, CME may select one or more dealer managers, information agents, solicitation agents, tabulation agents, depositaries and other agents, in each case reasonably acceptable to GFI, to provide assistance in connection therewith, and GFI shall use reasonable best efforts to enter into customary agreements with such parties so selected on terms reasonably satisfactory to CME (any such agreement, an "Agent Agreement").

(e) GFI and CME shall keep each other reasonably informed regarding the status, results and timing of any Debt Offer or Discharge. If, at any time prior to the completion of any Tender Offer or Consent Solicitation, GFI, on the one hand, or CME, on the other hand, discovers any information that should be set forth in an amendment or supplement to the offer and/or consent solicitation documents so that such documents shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading, such party that discovers such information shall use its reasonable best efforts to promptly notify the other party, and an appropriate amendment or supplement prepared by CME describing such information shall be disseminated by or on behalf of GFI to the holders of the Senior Notes due 2018. Notwithstanding anything to the contrary in this Section 6.15, GFI and CME shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other Law to the extent applicable in connection with any Tender Offer or Consent Solicitation, and such compliance will not be deemed a breach hereof.

(f) Any obligation of GFI pursuant to this Section 6.15 to consummate any Debt Offer, redemption or Discharge shall, in each case, be subject to CME delivering or causing to be delivered to GFI or to the Trustee or applicable paying agent, tender or solicitation agent, as the case may be, on or prior to the date of such consummation, sufficient funds to consummate such Tender Offer, Consent Solicitation, redemption or Discharge, as applicable. CME shall pay the fees and out-of-pocket expenses of any dealer manager, information agent, solicitation agent, tabulation agent, depositary or other agent retained in connection with the Debt Offers to the extent, in the amounts and at the times payable pursuant to the applicable Agent Agreement. CME further agrees to reimburse GFI and its Subsidiaries for all of their documented reasonable out-of-pocket costs and expenses (including documented reasonable fees and disbursements of counsel) in connection with the Debt Offers and the Discharge of any Senior Notes due 2018, promptly following the incurrence thereof and the delivery by GFI to CME of reasonably satisfactory documentation thereof. CME shall indemnify and hold harmless GFI, IDB Buyer and their respective Affiliates and Representatives from and against any and all liabilities, obligations, losses, damages, claims, costs, expenses, awards, judgments and penalties of any type actually suffered or incurred by any of them in connection with the Debt Offer, the Discharge of any Senior Notes due 2018 and/or the provision of information utilized in connection therewith (other than information provided in writing by GFI specifically for use in connection therewith), in each case, except to the extent that any such obligations, losses, damages, claims, costs, expenses, awards, judgments and penalties, fees, costs or other liabilities are suffered or incurred as a result of GFI's or its Representatives' gross negligence, bad faith, willful misconduct or material breach of this Agreement, as applicable, or arise from disclosure provided by GFI or its Representatives (including disclosures incorporated by reference in any Debt Offer document) that contained a material misstatement or omission.

(g) GFI shall use its reasonable best efforts to ensure compliance with and discharge of the obligations of GFI under the Indenture in accordance with the terms thereof. Prior to the Effective Time, GFI shall use its reasonable best efforts to take all necessary actions in accordance with the terms of the Indenture, including delivery of any supplemental indentures, legal opinions, officers' certificates or other documents or instruments, in connection with the consummation of the Merger.

(h) GFI shall, and shall use its reasonable best efforts to cause its Representatives to, reasonably cooperate with CME in maintaining and/or seeking upgrades to the credit ratings assigned to the Senior Notes due 2018 by each Rating Agency (as defined in the Indenture), such cooperation to include assisting with the preparation of, and furnishing such information as CME may reasonably request for inclusion in, customary materials for rating agency presentations and participating in a reasonable number of meetings and sessions with each Rating Agency (as defined in the Indenture); provided that nothing in this Section 6.15(h) will require such cooperation to the extent it would unreasonably disrupt or interfere with the business or operations of GFI or any of its Subsidiaries. CME will reimburse GFI and its Representatives for their documented reasonable out-of-pocket costs and expenses in connection with providing such cooperation promptly following the incurrence thereof and the delivery by GFI to CME of reasonably satisfactory documentation thereof.

Section 6.16 Tax Matters. GFI and each GFI Subsidiary will duly and timely file with the appropriate Governmental Entities or Taxing Authorities all Tax Returns required to be filed by it in respect of any material Taxes in any jurisdiction for which GFI is required by a Governmental Entity to file such Tax Returns, including, but not limited to those Tax Returns required to be filed in respect of all material Taxes not yet due and payable with respect to the results of operations of GFI and each GFI Subsidiary, whether or not such Taxes are asserted by the relevant Governmental Entity or Taxing Authority, and such Tax Returns will be true, correct and complete in all material respects.

Section 6.17 Stock Exchange Delisting; Exchange Act Deregistration. Prior to the Closing Date, GFI shall use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, necessary, proper or advisable under applicable Laws and rules and policies of the New York Stock Exchange (the "NYSE") to enable the delisting of GFI Common Stock from the NYSE and the deregistration of GFI Common Stock under the Exchange Act on the Closing Date.

Section 6.18 Certain Financial Information. No later than three Business Days prior to the Closing Date, GFI shall prepare in good faith (in consultation with CME) and deliver to CME a certificate executed by the chief financial officer of GFI (the "Estimated Closing Certificate") setting forth the estimated amount as of the Closing Date, immediately following the consummation of the Transactions and giving effect thereto, of (i) Available Cash, (ii) Working Capital, prepared in accordance with the sample calculation set forth in Section 1.1(d) of the GFI Disclosure Letter, and (iii) Tangible Equity (including a breakdown by type of equity, including Available Cash), prepared in accordance with the sample calculation set forth in Section 1.1(c) of the GFI Disclosure Letter, together with reasonable supporting detail. The Estimated Closing Certificate shall be in the form set forth in Section 6.18 of the GFI Disclosure Letter. Following delivery of the Estimated Closing Certificate and prior to the Closing, GFI will provide CME and its Representatives with reasonable access to the books and records, personnel and related work papers of GFI and its Subsidiaries in connection with CME's review of the Estimated Closing Certificate and the information set forth therein.

Section 6.19 Transaction Documents. CME, Merger Sub 1 and Merger Sub 2 will not, and will cause their Affiliates not to, amend the JPI Merger Agreement, the IDB Transaction Agreement or the GFI Support Agreement or waive any conditions thereto in a manner adverse to GFI (or materially more favorable to the applicable counter party thereto) without the prior written consent of the Special Committee (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Combination. The respective obligations of each Party to effect the Combination are subject to the satisfaction or, to the extent permitted by applicable Law and the terms hereof, waiver, on or prior to the Closing Date of the following conditions:

(a) Stockholder Approval. GFI shall have obtained the GFI Stockholder Approval; provided that, without the written consent of the Special Committee, neither GFI nor CME may waive the requirement to obtain the Disinterested Stockholder Approval.

(b) Stock Exchange Listing. The shares of CME Class A Common Stock to be issued in the Merger and such other shares to be reserved for issuance in connection with the Merger shall have been approved for listing on the Nasdaq.

(c) Regulatory Approval. (i) Any waiting period (and any extension thereof) applicable to the Combination under the HSR Act and the Foreign Competition Laws set forth in Section 7.1(c)(i) of the GFI Disclosure Letter shall have been terminated or shall have expired and no action shall have been instituted by the Antitrust Division or the FTC or under any Foreign Competition Laws set forth in Section 7.1(c)(i) of the GFI Disclosure Letter challenging or seeking to enjoin the consummation of the Combination or impose a Burdensome Condition, which action shall not have been withdrawn, terminated or finally resolved, (ii) all approvals applicable to the Combination under any Foreign Competition Laws set forth in Section 7.1(c)(ii) of the GFI Disclosure Letter shall have been obtained and such approvals shall not be subject to a Burdensome Condition, (iii) all Regulatory Approvals set forth in Section 7.1(c)(iii) of the GFI Disclosure Letter shall have been obtained and such approvals shall not be subject to a Burdensome Condition, and (iv) all Notices set forth in Section 7.1(c)(iv) of the GFI Disclosure Letter shall have been provided and all required related acknowledgements shall have been obtained and such acknowledgements shall not have imposed a Burdensome Condition.

(d) No Injunctions or Restraints; Illegality. No Laws shall have been adopted or promulgated after the date of this Agreement, and no temporary restraining order, preliminary or permanent injunction or other Order shall have been issued and remain in effect, by a Governmental Entity or Self-Regulatory Organization of competent jurisdiction having the effect of making the Combination illegal or otherwise prohibiting consummation of the Combination, or seeking to impose a Burdensome Condition (collectively, "Restraints") unless such Restraint is vacated, terminated or withdrawn; provided that prior to asserting this condition, the Party asserting this condition shall have used its reasonable best efforts (in the manner contemplated by Section 6.4) to prevent the entry of such Restraint and to appeal as promptly as possible any judgment that may be entered.

(e) Effectiveness of the Form S-4. The Form S-4 shall have been declared effective by the SEC under the Securities Act. No stop order suspending the effectiveness of the Form S-4 shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or threatened by the SEC.

(f) Other Transactions. Each of the conditions to the closing of the JPI Mergers and the IDB Transaction shall have been satisfied or waived (in the case of such waiver, in compliance with Section 6.19 (Transaction Documents)).

Section 7.2 Conditions to Obligations of CME, Merger Sub 1 and Merger Sub 2. The obligations of CME, Merger Sub 1 and Merger Sub 2 to effect the Combination are subject to the satisfaction, or waiver by CME, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of GFI set forth in this Agreement, (i) other than the GFI Identified Representations, made as if none of such representations and warranties contained any qualifications or limitations as to "materiality" or Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), except where the failure of such representations and warranties to be true and correct as so made do not constitute a Material Adverse Effect, and (ii) with respect to the GFI Identified Representations, shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), except with respect to the representations and warranties contained in Section 3.3, for *de minimis* inaccuracies. CME shall have received a certificate of the chief executive officer or the chief financial officer of GFI to such effect.

(b) Performance of Obligations of GFI. GFI shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and CME shall have received a certificate of the chief executive officer or the chief financial officer of GFI to such effect.

(c) Tax Opinion. CME shall have received an opinion of Skadden, Arps, Slate, Meagher & Flom LLP, in form and substance reasonably satisfactory to CME, based on facts, representations and assumptions set forth in such opinion that are consistent with the state of facts existing at the Effective Time, to the effect that (i) the Combination will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of CME and GFI will be a party to such reorganization. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of CME, GFI and others.

(d) Other Transactions. The Pre-Closing Reorganization shall have been completed in compliance with Section 6.4(d).

(e) Minimum Working Capital and Cash. Immediately following the consummation of the Transactions and after giving effect thereto, the CME Retained Subsidiaries shall have available (i) Working Capital equal to or greater than $1,200,000 and (ii) Available Cash equal to or greater than $40,000,000 or, if GFI makes its January 2015 principal and interest payment on the Senior Notes due 2018 prior to the Closing, $35,300,000, and CME shall have received a certificate of the chief financial officer of GFI, which shall be consistent with the Estimated Closing Certificate (with such changes reasonably agreed by CME), to such effect.

Section 7.3 Conditions to Obligations of GFI. The obligations of GFI to effect the Combination are subject to the satisfaction, or waiver by GFI, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of CME, Merger Sub 1 and Merger Sub 2 set forth in this Agreement, (i) other than the CME Identified Representations, made as if none of such representations and warranties contained any qualifications or limitations as to "materiality" or CME Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), except where the failure of such representations and warranties to be true and correct as so made do not constitute a CME Material Adverse Effect, and (ii) with respect to the CME Identified Representations, shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date). GFI shall have received a certificate of the chief executive officer or the chief financial officer of CME to such effect.

(b) Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2. Each of CME, Merger Sub 1 and Merger Sub 2 shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and GFI shall have received a certificate of the chief executive officer or the chief financial officer of CME to such effect.

(c) Tax Opinion. GFI shall have received an opinion of White & Case LLP, in form and substance reasonably satisfactory to GFI, based on facts, representations and assumptions set forth in such opinion that are consistent with the state of facts existing at the Effective Time, to the effect that (i) the Combination will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of GFI and CME will be a party to such reorganization. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of GFI, CME and others.

ARTICLE VIII

TERMINATION

Section 8.1 Termination. This Agreement may be terminated and the Combination may be abandoned at any time prior to the Effective Time, whether before or after receipt of the GFI Stockholder Approval:

(a) by mutual written consent of CME and GFI;

(b) by either CME or GFI, if:

(i) Termination Date. The Combination shall not have been consummated by March 15, 2015 (the "Outside Date");

(ii) Restraint. Any Restraint (other than a temporary restraining order, preliminary injunction or similar non-permanent Order) having any of the effects set forth in Section 7.1(d) (No Injunctions or Restraints; Illegality) shall be in effect and shall have become final and non-appealable;

(iii) No Stockholder Approval. The GFI Stockholder Approval shall not have been obtained at the GFI Stockholders Meeting or any adjournments or postponements thereof; or

(iv) Other Transactions. Either the JPI Merger Agreement or the IDB Transaction Agreement is terminated in accordance with its terms;

provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of any such condition.

(c) by CME, if:

(i) Breach by GFI. GFI shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by GFI prior to the Outside Date or is not cured by the earlier of (x) 30 days following written notice to GFI by CME of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 7.2(a) (Representations and Warranties) or Section 7.2(b) (Performance of Obligations of GFI) to be satisfied; provided that CME, Merger Sub 1 or Merger Sub 2 is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 7.3(a) (Representations and Warranties) or Section 7.3(b) (Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2) to be satisfied;

(ii) Violation of No Solicitation. GFI or any of the GFI Subsidiaries or any of its and their respective Representatives shall have breached in any material respect any of their respective obligations under Section 6.5 (No Solicitation); or

(iii) Failure to Recommend or Change in Recommendation. The Board of Directors of GFI or the Special Committee shall (1) fail to include the GFI Recommendation in the Proxy Statement/Prospectus, (2) effect a Change in Recommendation, (3) following the public disclosure or announcement of a Takeover Proposal, fail to publicly reaffirm the GFI Recommendation within five Business Days after CME so requests in writing or (4) in the case of a Takeover Proposal made by way of a tender offer or exchange offer, fail to recommend that GFI's stockholders reject such tender offer or exchange offer within the ten Business Day period specified in Section 14e-2(a) under the Exchange Act; provided, however, that CME shall not have the right to terminate this Agreement pursuant to this Section 8.1(c)(iii) from and after receipt of the GFI Stockholder Approval.

(d) by GFI, if:

(i) Breach by CME. CME, Merger Sub 1 or Merger Sub 2 shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by CME, Merger Sub 1 or Merger Sub 2 prior to the Outside Date or is not cured by the earlier of (x) thirty 30 days following written notice to CME, Merger Sub 1 or

Merger Sub 2 by GFI of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 7.3(a) (Representations and Warranties) or Section 7.3(b) (Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2); provided that GFI is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 7.2(a) (Representations and Warranties) or Section 7.2(b) (Performance of Obligations of GFI) to be satisfied; or

(ii) Issuance Cap. The aggregate number of shares of CME Class A Common Stock issuable in the Transactions but for the last sentence of Section 1.7(b) would exceed 19.9% of the number of shares of CME Class A Common Stock outstanding on the trading day immediately before the date hereof (as appropriately adjusted for any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon).

Section 8.2 Effect of Termination. In the event of any termination of this Agreement as provided in Section 8.1 (Termination), the obligations of the Parties hereunder shall terminate and there shall be no liability on the part of any Party with respect thereto, except for the confidentiality provisions of Section 6.3 (Access to Information; Confidentiality) and the provisions of this Section 8.2, Section 8.3 (Termination Fee and Expense Reimbursement) and Article IX (General Provisions), each of which shall remain in full force and effect; provided, however, that no Party shall be relieved or released from any liability or damages arising from a breach of any provision of this Agreement.

Section 8.3 Termination Fee and Expense Reimbursement.

(a) If (x) this Agreement is terminated pursuant to (i) Section 8.1(b)(iii) (No Stockholder Approval), (ii) Section 8.1(c)(i) (Breach by GFI), (iii) Section 8.1(c)(ii) (Violation of No Solicitation) or (iv) Section 8.1(c)(iii) (Failure to Recommend or Change in Recommendation) and (y) within twelve months of such termination, (A) GFI enters into a definitive agreement to consummate a transaction contemplated by any Takeover Proposal (regardless of when made and such transaction is thereafter consummated (regardless of when consummated)) or (B) GFI consummates a transaction contemplated by any Takeover Proposal (regardless of when made), then GFI shall pay, or cause to be paid, to CME, by wire transfer of immediately available funds, an amount equal to $20,143,121 less the amount, if any, of the Expenses of CME paid by GFI pursuant to Section 8.3(b), concurrently with the consummation of such transaction; provided that, solely for purposes of this Section 8.3(a), the term “Takeover Proposal” shall have the meaning ascribed thereto in Section 6.5(f) (No Solicitation), except that all references to 20% shall be changed to 50%.

(b) If this Agreement is terminated pursuant to Section 8.1(b)(iii) (No Stockholder Approval), then GFI shall reimburse CME for all of its reasonable and documented Expenses up to a maximum amount of $5,755,177 within five Business Days of delivery of a reasonable detailed written notice from CME requesting payment thereof.

(c) If this Agreement is terminated pursuant to Section 8.1(b)(i) (Termination Date), Section 8.1(b)(ii) (Restraint), or Section 8.1(b)(iv) (Other Transactions) in connection with any failure to obtain any required Regulatory Approval set forth in Section 7.1(c)(iii) of the GFI Disclosure Letter, then GFI shall reimburse CME for all of its reasonable Expenses up to a maximum amount of $10 million within five Business Days of delivery of a reasonably detailed written notice from CME requesting payment thereof.

(d) GFI agrees that the agreements contained in this Section 8.3 are an integral part of this Agreement, and that, without these agreements, CME would not enter into this Agreement. Accordingly, if GFI fails promptly to pay any amounts due under this Section 8.3 and, in order to obtain such payment, CME commences a suit that results in a judgment against GFI for such amounts, GFI shall pay interest on such amounts from the date the payment of such amounts was due to the date of actual payment at the prime rate of the Bank of New York in effect on the date such payment was due, together with the reasonable Expenses of CME in connection with such suit.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Non-Survival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Effective Time, except for those covenants and agreements contained herein and therein (including Section 6.8 (Directors' and Officers' Indemnification and Insurance)) that by their terms apply or are to be performed in whole or in part after the Effective Time and this Article IX.

Section 9.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given on the date of delivery if delivered personally, by email (which is confirmed), or sent by a nationally recognized overnight courier service (providing proof of delivery). All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to CME, Merger Sub 1 or Merger Sub 2, to:

CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
Attention: Kathleen M. Cronin, General Counsel
Email: legalnotices@cmegroup.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Chicago, IL 60606
Attention: Rodd M. Schreiber, Esq.
Richard C. Witzel, Jr., Esq.
Email: Rodd.Schreiber@skadden.com
Richard.Witzel@skadden.com

If to GFI, to:

GFI
55 Water Street
New York, NY 10041
Attention: Christopher D'Antuono
Email: christopher.dantuono@gfigroup.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey R. Poss, Esq.
Email: jposs@willkie.com

If to the Special Committee, to:

Special Committee
GFI
55 Water Street
New York, NY 10041
Attention: Christopher D'Antuono
Email: christopher.dantuono@gfigroup.com

with a copy (which shall not constitute notice) to:

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Attention: Morton A. Pierce, Esq.
Bryan J. Luchs, Esq.
Email: mpierce@whitecase.com
Bryan.Luchs@whitecase.com

Section 9.3 Interpretation. When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings (including headings contained in parentheticals to Section and Article references) contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As it relates to GFI, the words "made available" shall be deemed to mean that such information was (a) provided in writing to CME or its Representatives, (b) included in GFI's electronic data room or (c) was otherwise available in GFI's public filings on the SEC's public website (www.sec.gov); provided, that the immaterial omission of a document or part of a document shall not mean that such information was not "made available." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 9.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received counterparts thereof signed and delivered by the other Parties. Signatures transmitted electronically shall be accepted as originals for all purposes of this Agreement.

Section 9.5 Entire Agreement; Third Party Beneficiaries.

(a) This Agreement (including the Exhibits and the Parties' disclosure letters hereto), the Confidentiality Agreement, the JPI Merger Agreement, the IDB Transaction Agreement and the GFI Support Agreement constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

(b) This Agreement is not intended to and shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, except for (i) from and after the Effective Time, the rights of the stockholders of GFI to receive the Merger Consideration, (ii) from and after the Effective Time, the right of the holders of Continuing Employee RSUs to receive the CME RSUs and (iii) the Indemnified Persons who may enforce the provisions of Section 6.8 (Directors' and Officers' Indemnification and Insurance). The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 9.9 (Extension; Waiver) without notice or liability to any other Person. The representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Accordingly, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 9.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 9.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 9.8 Amendment. This Agreement may be amended by the Parties, by action taken or authorized by their respective Boards of Directors (and in the case of GFI, upon the recommendation thereof by the Special Committee), at any time before or after approval of the matters presented in connection with this Agreement by the stockholders of GFI, but, after such approval, no amendment shall be made which by Law or in accordance with the rules of any relevant stock exchange requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

Section 9.9 Extension; Waiver. At any time prior to the Effective Time, the Parties, by action taken or authorized by their respective Boards of Directors (and in the case of GFI, upon the recommendation thereof by the Special Committee), may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or, except as provided in Section 7.1(a), conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

Section 9.10 Governing Law and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN, ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF DELAWARE. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of

or relating to this Agreement, the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.2 (Notices) or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10(b).

Section 9.11 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that the Parties (on behalf of themselves and the third-party beneficiaries of this Agreement provided in Section 9.5(b) (Third Party Beneficiaries)) shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

* * * * *

IN WITNESS WHEREOF, GFI, CME, Merger Sub 1 and Merger Sub 2 have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

GFI GROUP INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: Executive Chairman

CME GROUP INC.

By: _____
Name:
Title:

COMMODORE ACQUISITION CORP.

By: _____
Name:
Title:

COMMODORE ACQUISITION LLC

By: _____
Name:
Title:

CME GROUP INC.

By: /s/ Kathleen M. Cronin
Name: Kathleen M. Cronin
Title: General Counsel

[Signature Page to Agreement and Plan of Merger]

COMMODORE ACQUISITION CORP.

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Treasurer

[Signature Page to Agreement and Plan of Merger]

COMMODORE ACQUISITION LLC

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Treasurer

[Signature Page to Agreement and Plan of Merger]

Exhibit A
Form of GFI Support Agreement

[Agreement and Plan of Merger]

Exhibit 99.2

Execution Version

AGREEMENT AND PLAN OF MERGER

AMONG

CME GROUP INC.,

CHEETAH ACQUISITION CORP.,

CHEETAH ACQUISITION LLC,

JERSEY PARTNERS INC.,

NEW JPI INC.

AND

THE INDIVIDUALS SIGNATORY HERETO

DATED AS OF JULY 30, 2014

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 30, 2014 (this "Agreement"), is made and entered into among CME Group Inc., a Delaware corporation ("CME"), Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned CME Subsidiary ("Merger Sub 1"), Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary ("Merger Sub 2"), Jersey Partners Inc., a New York corporation ("JPI"), New JPI Inc., a Delaware corporation ("New JPI"), and the other individuals signatory hereto, which are stockholders of JPI and New JPI (the "Signing Stockholders"). CME, Merger Sub 1, Merger Sub 2, JPI, New JPI and each Signing Stockholder are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms have the meanings given to them in Section 1.1.

RECITALS

WHEREAS, the respective Boards of Directors of JPI and New JPI have approved and declared advisable, fair to and in the best interests of its stockholders, this Agreement and the Transactions, including the merger of Merger Sub 1 with and into New JPI (the "Merger") in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, immediately following the Merger, the Surviving Corporation will then merge with and into Merger Sub 2 (the "Subsequent Merger" and together with the Merger, the "Combination") in accordance with the applicable provisions of the DGCL and the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, it is intended that, for U.S. federal income tax purposes, the Combination shall qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

WHEREAS, immediately after the execution of this Agreement, the Signing Stockholders will deliver to CME an irrevocable action by written consent, in their capacity as stockholders of JPI and New JPI, to adopt this Agreement and approve the Transactions in accordance with applicable Law and the Constituent Documents of JPI and New JPI (the "Stockholder Consent");

WHEREAS, prior to the Closing, JPI, New JPI and their respective stockholders will undertake an internal reorganization pursuant to which New JPI will form Jersey Partners Holdings LLC, a Delaware limited liability company ("JPI Holdings"), which shall form Jersey Partners LLC, a Delaware limited liability company and a wholly-owned subsidiary of JPI Holdings ("JPI LLC"), and JPI will merge with and into JPI LLC in exchange for shares of New JPI and in accordance with the applicable provisions of the DGCL and the DLLCA. JPI LLC will then distribute the Transferred Shares to JPI Holdings, which will distribute the Transferred Shares to New JPI so that New JPI will become the record and Beneficial Owner of all of the Transferred Shares record and Beneficially Owned by JPI, and New JPI will then distribute all of its membership interests in JPI Holdings to the stockholders of New JPI such that following such steps the only assets of New JPI will be the Transferred Shares, all in accordance with the F-Reorganization Steps Plan and the terms of this Agreement (the "F-Reorganization");

WHEREAS, immediately following the Closing, Commodore Acquisition Corp., a Delaware corporation and a wholly-owned CME Subsidiary, will merge with and into GFI, a Delaware corporation ("GFI"), which will then merge with and into Commodore Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary (the "GFI Mergers"), each in accordance with the applicable provisions of the DGCL and the DLLCA and upon the terms and subject to the conditions set forth in the definitive merger agreement providing for the GFI Mergers (the "GFI Merger Agreement"); and

WHEREAS, immediately following the completion of the GFI Mergers, GFI Brokers Holdco Ltd, a Bermuda limited liability company, will purchase from the surviving company of the GFI Mergers the IDB Subsidiaries (as defined in the GFI Merger Agreement) and assume certain liabilities (the "IDB Transaction"), upon the terms and subject to the conditions set forth in the definitive purchase agreement providing for the IDB Transaction (the "IDB Transaction Agreement").

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINED TERMS; THE MERGERS

Section 1.1 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

"Affiliate" means, with respect to any Person, at the time of determination, another Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Antitrust Division" has the meaning set forth in Section 8.3(a).

"Antitrust Laws" has the meaning set forth in Section 8.3(a).

"Beneficial Owner" means, with respect to a Security, any Person who, directly or indirectly, through any contract, relationship or otherwise, has or shares (i) the power to vote, or to direct the voting of, such Security or (ii) the power to dispose of, or to direct the disposition of, such Security, and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 under the Exchange Act, and the terms "Beneficially Owned" and "Beneficial Ownership" shall be construed accordingly. For the avoidance of doubt, CME shall not be deemed to be the Beneficial Owner of any GFI Common Stock by virtue of the GFI Support Agreement (as defined in the GFI Merger Agreement) or this Agreement.

"Board of Directors" means the board of directors of any specified Person.

"Burdensome Condition" has the meaning set forth in Section 8.3(c).

"Business Day" means any day except Saturday or Sunday on which commercial banks are not required or authorized to close in the City of Chicago, Illinois or the City of New York, New York.

"Certificate" has the meaning set forth in Section 1.7(c).

"Certificate of Merger" has the meaning set forth in Section 1.4.

"Clayton Act" means the Clayton Antitrust Act of 1914, as amended, and the rules and regulations promulgated thereunder.

"Closing" has the meaning set forth in Section 1.3.

"Closing Date" has the meaning set forth in Section 1.3.

"CME" has the meaning set forth in the Preamble.

"CME Class A Common Stock" means class A common stock, par value $0.01 per share, of CME.

"CME Disclosure Letter" has the meaning set forth in Article V.

"CME Financial Statements" means the consolidated financial statements of CME and the CME Subsidiaries included in the CME SEC Documents together, in the case of year-end statements, with reports thereon by Ernst & Young LLP, the independent auditors of CME for the periods included therein, including in each case a consolidated balance sheet, a consolidated statement of income, a consolidated statement of stockholders' equity and a consolidated statement of cash flows, and accompanying notes.

"CME Identified Representations" means Section 5.1, Section 5.2, Section 5.3, Section 5.4(a)(i) and Section 5.10.

"CME Material Adverse Effect" means, with respect to CME, any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (a) would reasonably be expected to prevent or materially impair or delay the ability of CME, Merger Sub 1 or Merger Sub 2 to perform their obligations under this Agreement or to consummate the Transactions or (b) has been, or would reasonably be expected to be, materially adverse to the business, assets, properties, liabilities, results of operations or financial condition of CME and the CME Subsidiaries, taken as a whole, except to the extent that such event, occurrence, fact, condition, change, development or effect results from (i) general economic or regulatory conditions or changes therein, (ii) financial or security market fluctuations or conditions, (iii) changes in or

events affecting the industries or markets in which CME and the CME Subsidiaries operate, (iv) any effect arising out of a change in GAAP or Law, (v) the announcement or pendency of this Agreement and the Transactions or the identity of GFI, other than for purposes of Section 5.4 (No Violations; Consents and Approvals), including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensors, licensees, lenders, partners, employees or regulators, (vi) changes in the market price or trading volume of CME Class A Common Stock on Nasdaq (provided that this clause (vi) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a CME Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (vii) any failure by CME to meet any estimates or outlook of revenues or earnings or other financial projections (provided that this clause (vii) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a CME Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (viii) natural disasters or (ix) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack occurring prior to, on or after the date hereof, except, in the case of clauses (i), (ii), (iii), (iv), (viii) and (ix) above, to the extent CME and the CME Subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the businesses and industries in which CME and the CME Subsidiaries operate.

"CME SEC Documents" has the meaning set forth in Section 5.5.

"CME Subsidiary" means a Subsidiary of CME.

"Code" has the meaning set forth in the Recitals.

"Combination" has the meaning set forth in the Recitals.

"Confidentiality Agreement" has the meaning set forth in Section 8.2(b).

"Constituent Documents" means with respect to any entity, its certificate or articles of association or incorporation, bylaws and any similar charter or other organizational documents of such entity.

"Deferral Notice" has the meaning set forth in Section 8.11(b).

"DGCL" has the meaning set forth in the Recitals.

"DLLCA" has the meaning set forth in the Recitals.

"Dissenting New JPI Shares" has the meaning set forth in Section 1.8.

"Effective Time" has the meaning set forth in Section 1.4.

"Equity Rights" means, with respect to any Person, any security or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, warrants, calls, restricted stock, deferred stock awards, stock units, phantom awards, dividend equivalents, or commitments relating to, or any stock appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, Securities or earnings of such Person.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" has the meaning set forth in Section 2.1(a).

"Exchange Fund" has the meaning set forth in Section 2.1(a).

"Exchange Ratio" has the meaning set forth in Section 1.7(b).

"Expenses" has the meaning set forth in Section 8.5.

"F-Reorganization" has the meaning set forth in the Recitals.

"F-Reorganization Steps Plan" means the steps plan set forth in Section 1.1(a) of the New JPI Disclosure Letter.

"Foreign Competition Laws" has the meaning set forth in Section 3.5(b).

"FTC" has the meaning set forth in Section 8.3(a).

"GAAP" has the meaning set forth in Section 3.11.

"GFI" has the meaning set forth in the Recitals.

"GFI Common Stock" means the common stock, par value $0.01 per share, of GFI.

"GFI Merger Agreement" has the meaning set forth in the Recitals.

"GFI Mergers" has the meaning set forth in the Recitals.

"GFI Support Agreement" has the meaning set forth in the GFI Merger Agreement.

"Governmental Entity" means any supranational, national, state, commonwealth, province, territory, county, municipal, district or local government (including any subdivision, court, administrative agency or commission or other authority thereof), governmental official (such as a state attorney general), or any other supranational, governmental, intergovernmental, quasi-governmental authority, body, department or organization, including the SEC, European Union, Commodity Futures Trading Commission, UK Financial Conduct Authority, or any state or banking securities bureau or department, or any regulatory body appointed by any of the foregoing, in each case in any jurisdiction.

"HSR Act" has the meaning set forth in Section 3.5(b).

"IDB Transaction" has the meaning set forth in the Recitals.

"IDB Transaction Agreement" has the meaning set forth in the Recitals.

"Independent Accountant Arbitrator" has the meaning set forth in the IDB Transaction Agreement.

"Information Statement" has the meaning set forth in Section 3.12.

"JPI" has the meaning set forth in the Preamble.

"JPI Common Stock" means the common stock, par value $0.01 per share, of JPI.

"JPI Holdings" has the meaning set forth in the Recitals.

"JPI LLC" has the meaning set forth in the Recitals.

"Knowledge of JPI" means the actual knowledge, after reasonable due inquiry, of the individuals listed on Section 1.1(b) of the New JPI Disclosure Letter as of the date hereof.

"Law" (and with the correlative meaning "Laws") means any rule, regulation, statute, statutory instrument, Order, ordinance or code promulgated by any Governmental Entity, including any common law, state and federal law, securities law, derivatives law, commodities law and law of any foreign jurisdictions.

"Liens" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), other charge or security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Material Adverse Effect" means, with respect to JPI or New JPI, any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (a) would reasonably be expected to prevent or materially impair or delay the ability of JPI, New JPI or the Signing Stockholders to perform its obligations under this Agreement or to consummate the Transactions or (b) has been, or would reasonably be expected to be, materially adverse to the business, assets, properties, liabilities, results of operations or financial condition of New JPI, in each case taken as a whole, except to the extent that such event, occurrence, fact, condition, change, development or effect results from (i) general economic or regulatory conditions or changes therein, (ii) financial or security market fluctuations or conditions, (iii) changes in or events affecting the industries or markets in which such entity and its Subsidiaries operate, (iv) any effect arising out of a change in GAAP or Law, (v) the announcement or pendency of this Agreement and the Transactions or the identity of CME, other than for purposes of Section 3.5 (No Violations; Consents and Approvals), including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensors, licensees, lenders, partners, employees or regulators, (vi) natural disasters or (vii) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack occurring prior to, on or after the date hereof, except, in the case of clauses (i), (ii), (iii), (iv), (vi) and (vii) above, to the extent such entity and its Subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the businesses and industries in which such entity and its Subsidiaries operate.

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in Section 1.7(b).

"Merger Sub 1" has the meaning set forth in the Preamble.

"Merger Sub 2" has the meaning set forth in the Preamble.

"Nasdaq" means NASDAQ OMX Group, Inc.'s "NASDAQ Global Select Market."

"New JPI" has the meaning set forth in the Preamble.

"New JPI Common Stock" means the common stock, par value $0.001 per share, of New JPI.

"New JPI Disclosure Letter" has the meaning set forth in Article III.

"New JPI Identified Representations" means Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 3.13 and Article IV.

"Notice" means all notices, filings and acknowledgements other than with respect to an Antitrust Law that are necessary or appropriate to be filed with or provided to or obtained from any Regulatory Authority in order to the consummate the Transactions.

"Order" means any charge, order, writ, injunction, judgment, decree, ruling, subpoena, determination, directive, award or settlement, whether civil, criminal or administrative and whether formal or informal, of any executive body, Governmental Entity or Self-Regulatory Organization.

"Outside Date" has the meaning set forth in the GFI Merger Agreement.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Person" means an individual, corporation, limited liability company, company, body corporate, partnership (whether or not having separate legal personality), association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Pledge Agreement" has the meaning set forth in the IDB Transaction Agreement.

"Proceeding" means any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy (whether at law or in equity, before or by any Governmental Entity or Self-Regulatory Organization or before any arbitrator).

"Prospectus" has the meaning set forth in Section 8.11(a).

"Registrable Stock" has the meaning set forth in Section 8.11(a).

"Registration Statement" has the meaning set forth in Section 8.11(a).

"Regulatory Approvals" means all registrations, licenses, permits, approvals, membership agreements, exemptive orders and regulatory or judicial orders (including those applicable to directors, officers, principals, employees and agents) other than with respect to an Antitrust Law issued by any Regulatory Authority required under applicable Laws to permit the consummation of the Transactions.

"Regulatory Authority" means any foreign, local, state or federal Governmental Entity, Self-Regulatory Organization, clearing house, depository (including the Depository Trust & Clearing Corporation) and exchange.

"Representatives" has the meaning set forth in Section 8.2(a).

"Required Vote" has the meaning set forth in Section 3.3(d).

"Restraints" has the meaning set forth in Section 9.1(d).

"SEC" has the meaning set forth in the first paragraph of Article V.

"Secretary of State" has the meaning set forth in Section 1.4.

"Securities" means, with respect to any Person, any series of common stock or preferred stock, any ordinary shares or preferred shares and any other equity securities, capital stock, partnership, membership or similar interest of such Person, and any securities that are convertible, exchangeable or exercisable into any such stock or interests, however described and whether voting or non-voting.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Self-Regulatory Organization" means any U.S. or foreign commission, board, agency or body that is not a Governmental Entity but is charged with regulating its own members through the adoption and enforcement of financial, sales practice and other requirements for brokers, dealers, securities underwriting or trading, stock exchanges, swap execution facilities, commodity exchanges, commodity intermediaries, electronic communications networks, insurance companies or agents, investment companies or investment advisers.

"Sherman Act" means the Sherman Antitrust Act of 1890, as amended, and the rules and regulations promulgated thereunder.

"Signing Stockholders" has the meaning set forth in the Preamble.

"Stockholder Consent" has the meaning set forth in the Recitals.

"Stockholder Consent Agreement" has the meaning set forth in Section 1.9.

"Subsequent Certificate of Merger" has the meaning set forth in Section 1.4.

"Subsequent Effective Time" has the meaning set forth in Section 1.4.

"Subsequent Merger" has the meaning set forth in the Recitals.

"Subsidiary" (and with the correlative meaning "Subsidiaries"), when used with respect to any Person, means any other Person, whether incorporated or unincorporated, of which (i) more than 50% of the Securities or other ownership interests or (ii) Securities or other interests having by their terms power to elect or appoint more than 50% of the Board of Directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

"Surviving Company" has the meaning set forth in Section 1.2.

"Surviving Corporation" has the meaning set forth in Section 1.2.

"Surviving Corporation Common Stock" has the meaning set forth in Section 1.7(a).

"Takeover Proposal" has the meaning set forth in Section 8.4(b).

"Tax" (and with the correlative meaning "Taxes") means (i) any U.S. federal, state, local or foreign net income, franchise, gross income, sales, use, value added, goods and services, ad valorem, turnover, real property, personal property, gross receipts, net proceeds, license, capital stock, payroll, employment, unemployment, disability, withholding, social security (or similar), excise, severance, transfer, alternative or add-on minimum, stamp, estimated, registration, fuel, occupation, premium, environmental, excess profits, windfall profits taxes or other tax of any kind and similar charges, fees, levies, imposts, duties, tariffs, licenses or other assessments, together with any interest and any penalties, additions to tax or additional amounts imposed with respect thereto by any Taxing Authority or Governmental Entity, (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, transferor liability, successor liability or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other agreement to indemnify any other person (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

"Tax Return" means any return, report, declaration, election, estimate, information statement, claim for refund or other document (including any amendment to any of the foregoing) filed or required to be filed with respect to Taxes.

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity.

"Transactions" means the transactions contemplated by (i) this Agreement (including the F-Reorganization and the Combination), (ii) the GFI Merger Agreement (including the Pre-Closing Reorganization (as defined therein) and the GFI Mergers), (iii) the IDB Transaction Agreement (including the IDB Transaction) and (iv) the GFI Support Agreement.

"Transferred Shares" has the meaning set forth in the Section 3.6.

"U.S." means the United States of America.

Section 1.2 The Merger and the Subsequent Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, at the Effective Time, Merger Sub 1 will merge with and into New JPI, and the separate existence of Merger Sub 1 shall cease. New JPI shall continue as the surviving corporation and as a wholly-owned CME Subsidiary and shall continue to be governed by the laws of the State of Delaware (as such, the "Surviving Corporation"). Immediately after the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL and the DLLCA, the Surviving Corporation will merge with and into Merger Sub 2, and the separate existence of the Surviving Corporation shall cease. Merger Sub 2 shall continue as the surviving limited liability company and as a wholly-owned CME Subsidiary and shall continue to be governed by the laws of the State of Delaware (as such, the "Surviving Company"). At the Effective Time and the Subsequent Effective Time, the effects of the Combination shall be as provided in this Agreement, the Certificate of Merger, the Subsequent Certificate of Merger and the applicable provisions of the DGCL and the DLLCA. Without limiting the generality of the foregoing, and subject thereto, (i) at the Effective Time, all of the property, rights, privileges, powers and franchises of New JPI and Merger Sub 1 shall vest in the Surviving Corporation, and all debts, liabilities and duties of New JPI and Merger Sub 1 shall become the debts, liabilities and duties of the Surviving Corporation, and (ii) at the Subsequent Effective Time, all of the property, rights, privileges, powers and franchises of the Surviving Corporation and Merger Sub 2 shall vest in the Surviving Company, and all debts, liabilities and duties of the Surviving Corporation and Merger Sub 2 shall become the debts, liabilities and duties of the Surviving Company.

Section 1.3 Closing. Unless this Agreement shall have been terminated in accordance with Section 10.1 (Termination), the closing of the Combination (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606, at 8:00 a.m. New York time, or at such other place and time as CME and New JPI may agree in writing, on the date when the Effective Time is to occur (the "Closing Date").

Section 1.4 Effective Time. Subject to the provisions of this Agreement, on the Closing Date, CME and New JPI shall file a certificate of merger relating to the Merger as contemplated by the DGCL (the "Certificate of Merger") with the Secretary of State of the State of Delaware (the "Secretary of State"), in such form as required by, and executed in accordance with, the DGCL. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State on the Closing Date, or at such other time as CME and New JPI shall agree and specify in the Certificate of Merger. As used herein, the "Effective Time" shall mean the time at which the Merger shall become effective. Immediately following the Effective Time, CME and New JPI shall file a certificate of merger relating to the Subsequent Merger as contemplated by the DGCL and the DLLCA (the "Subsequent Certificate of Merger") with the Secretary of State, in such form as required by, and executed in accordance with, the DGCL and the DLLCA. The Subsequent Merger shall become effective at such time as the Subsequent Certificate of Merger is duly filed with the Secretary of State on the Closing Date, or at such other time as CME and New JPI shall agree and specify in the Subsequent Certificate of Merger. As used herein,

the "Subsequent Effective Time" shall mean the time at which the Subsequent Merger shall become effective. Subject to the provisions of this Agreement, unless otherwise mutually agreed upon by CME and New JPI, the Parties shall cause the Effective Time to occur immediately prior to the GFI Mergers.

Section 1.5 Surviving Company Constituent Documents.

(a) The certificate of incorporation and bylaws of New JPI, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) The certificate of formation and limited liability company agreement of Merger Sub 2, as in effect immediately prior to the Subsequent Effective Time, shall be the certificate of formation and limited liability company agreement, respectively, of the Surviving Company, until thereafter changed or amended as provided therein or by applicable Law.

Section 1.6 Surviving Company Managers and Officers. The managers and officers of Merger Sub 2 in office immediately prior to the Subsequent Effective Time shall be the initial managers and officers of the Surviving Company and shall hold office from the Subsequent Effective Time until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of formation and limited liability company agreement of the Surviving Company or otherwise as provided by applicable Law.

Section 1.7 Effect on Capital Stock.

(a) At the Effective Time, each share of common stock of Merger Sub 1 issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Corporation (the "Surviving Corporation Common Stock") and shall constitute the only Surviving Corporation Common Stock.

(b) At the Effective Time, subject to the provisions of this Article I and Article II, each share of New JPI Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of New JPI Common Stock owned by New JPI and other than Dissenting New JPI Shares) shall, by virtue of this Agreement and without any action on the part of the holder thereof, be converted into and shall thereafter represent the right to receive a fraction of a share of CME Class A Common Stock equal to the Exchange Ratio, subject to adjustment in accordance with Section 1.7(d) (the "Merger Consideration"). The "Exchange Ratio" means a fraction, the numerator of which equals the aggregate number of shares of CME Class A Common Stock that would be payable with respect to the Transferred Shares if such shares were converted into the merger consideration provided for in the GFI Merger Agreement and the denominator of which equals the maximum number of shares of New JPI Common Stock that could be issued and outstanding immediately prior to the Effective Time following the consummation of the F- Reorganization and without giving effect to the exercise of any appraisal rights or dissenters' rights in connection therewith. Notwithstanding anything to the contrary contained in this Agreement, in

no event will the aggregate number of shares of CME Class A Common Stock issuable in the Transactions exceed 19.9% of the number of shares of CME Class A Common Stock outstanding on the trading day immediately before the date hereof (as appropriately adjusted for any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon with a record date during the period between such trading day and the Effective Time). Notwithstanding anything to the contrary contained in this Agreement, in no event will the aggregate Merger Consideration payable hereunder exceed the amount of the aggregate merger consideration that would be payable with respect to the Transferred Shares if such shares were converted into the merger consideration provided for in the GFI Merger Agreement.

(c) From and after the Effective Time, none of the New JPI Common Stock converted into the Merger Consideration pursuant to this Article I shall remain outstanding and all such shares of New JPI Common Stock shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate previously representing any such New JPI Common Stock or shares of New JPI Common Stock that are in non-certificated book-entry form (either case being referred to in this Agreement, to the extent applicable, as a "Certificate") shall thereafter cease to have any rights with respect to such securities, except the right to receive (i) the Merger Consideration, (ii) any cash to be paid in lieu of any fractional share of CME Class A Common Stock in accordance with Section 2.5 (No Fractional Shares) and (iii) any dividends and other distributions in accordance with Section 2.1(f) (Dividends and Distributions).

(d) If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of CME Class A Common Stock shall occur by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon with a record date during such period, the Exchange Ratio and any other similarly dependent items, as the case may be, shall be appropriately adjusted to provide the holders of New JPI Common Stock the same economic effect as contemplated by this Agreement prior to such event.

(e) At the Effective Time, all shares of New JPI Common Stock that are owned by New JPI shall be cancelled and retired and shall cease to exist and no Securities of CME, cash or other consideration shall be delivered in exchange therefor.

(f) At the Subsequent Effective Time, all limited liability company interests of Merger Sub 2 issued and outstanding immediately prior to the Subsequent Effective Time shall be cancelled and retired and shall cease to exist. At the Subsequent Effective Time, each share of Surviving Corporation Common Stock issued and outstanding immediately prior to the Subsequent Effective Time shall be converted into one limited liability company interest of the Surviving Company and shall constitute the only limited liability company interests of the Surviving Company.

Section 1.8 Appraisal Rights. Notwithstanding Section 1.7 (Effect on Capital Stock), shares of New JPI Common Stock that are issued and outstanding immediately prior to the Effective Time and held by a holder who has not consented to the Merger and who has demanded appraisal for such shares of New JPI Common Stock in accordance with Section 262 of the DGCL (the "Dissenting New JPI Shares") shall not be converted into the right to receive the Merger

Consideration and the holder thereof shall be entitled to appraisal rights, unless such holder fails to perfect, withdraws or loses the right to appraisal. If, after the Effective Time, such holder fails to perfect, withdraws or loses the right to appraisal, such Dissenting New JPI Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Merger Consideration. JPI and New JPI shall give CME prompt notice of any written demands received by JPI or New JPI for appraisal of shares of New JPI Common Stock, and CME shall have the right to direct all negotiations and proceedings with respect to such demands, subject, prior to the Effective Time, to consultation with JPI and New JPI. Except with the prior written consent of CME, JPI or New JPI shall not make any payment with respect to, or offer to settle or settle, any such demands. Following the receipt of the Stockholder Consent, no right to fair value or appraisal, dissenters' or similar rights shall be available to the Signing Stockholders with respect to the Transactions.

Section 1.9 Stockholder Consent Agreement. As soon as practicable following the date the Information Statement is available pursuant to Section 8.13, JPI and New JPI shall mail to each holder of JPI Common Stock and New JPI Common Stock other than the Signing Stockholders, and each of JPI, New JPI and the Selling Stockholders shall use their commercially reasonable efforts to collect from each such holder, (i) the Information Statement and (ii) the Stockholder Notice, Waiver, Agreement and Representation Form in substantially the form attached as Exhibit B hereto (a "Stockholder Consent Agreement"). Promptly upon receipt of each Stockholder Consent Agreement, JPI or New JPI shall deliver a copy of it to CME.

ARTICLE II

EXCHANGE OF SHARES

Section 2.1 Surrender and Payment.

(a) Prior to the Effective Time, CME shall appoint an exchange agent (who shall be the same exchange agent as contemplated in the GFI Merger Agreement or such other exchange agent reasonably acceptable to New JPI) (the "Exchange Agent") for the purpose of exchanging Certificates for the Merger Consideration. As promptly as reasonably practicable after the Effective Time, but in no event more than five Business Days following the Effective Time, CME will send, or will cause the Exchange Agent to send, to each holder of record of shares of New JPI Common Stock as of the Effective Time, whose shares of New JPI Common Stock were converted into the right to receive the Merger Consideration pursuant to Section 1.7 (Effect on Capital Stock), a letter of transmittal (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent) in substantially the same form as the letter of transmittal contemplated in the GFI Merger Agreement or otherwise in such form as New JPI and CME may reasonably agree, including instructions for use in effecting the surrender of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent in exchange for the Merger Consideration. At or prior to the Effective Time, CME shall cause to be deposited with the Exchange Agent, for the benefit of the holders of shares of New JPI Common Stock, shares of CME Class A Common Stock (which shall be in non-certificated book-entry form) and an amount of cash in U.S. dollars sufficient to be issued and paid pursuant to Section 1.7 (Effect on Capital Stock) and Section 2.5 (No Fractional Shares), payable upon due surrender of the Certificates (or effective affidavits of loss in lieu thereof) pursuant to the provisions of Article I and this Article II.

Following the Effective Time, CME agrees to make available to the Exchange Agent, from time to time as needed, cash in U.S. dollars sufficient to pay any dividends and other distributions pursuant to Section 2.1(f) (Dividends and Distributions). All cash and book-entry shares representing CME Class A Common Stock deposited with the Exchange Agent shall be referred to in this Agreement as the "Exchange Fund." The Exchange Agent shall deliver the Merger Consideration contemplated to be issued pursuant to Section 1.7 (Effect on Capital Stock) and Section 2.5 (No Fractional Shares) out of the Exchange Fund. The Exchange Fund shall not be used for any other purpose. The Exchange Agent shall invest any cash included in the Exchange Fund as directed by CME in short-term direct obligations of the U.S. or short-term obligations for which the full faith and credit of the U.S. is pledged to provide for payment of all principal and interest (or funds that invest in such obligations); provided that no gain or loss thereon shall affect the amounts payable to the holders of New JPI Common Stock pursuant to this Agreement. If for any reason (including losses) the cash in the Exchange Fund shall be insufficient to satisfy all of the payment obligations to be made in cash by the Exchange Agent hereunder, CME shall promptly deposit cash into the Exchange Fund in an amount which is equal to the deficiency in the amount of cash required to fully satisfy such cash payment obligations. Any interest and other income resulting from such investments shall be the property of, and paid to, CME. CME shall be responsible for all fees and expenses of the Exchange Agent.

(b) Each holder of shares of New JPI Common Stock that have been converted into the right to receive the Merger Consideration, upon surrender to the Exchange Agent of a Certificate (or effective affidavits of loss in lieu thereof), together with a properly completed letter of transmittal, duly executed and completed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, will be entitled to receive in exchange therefor (i) the number of shares of CME Class A Common Stock (which shall be in non-certificated book-entry form unless a physical certificate is requested) representing, in the aggregate, the whole number of shares of CME Class A Common Stock, if any, that such holder has the right to receive and/or (ii) a check in the amount, if any, that such holder has the right to receive, including cash payable in lieu of fractional shares pursuant to Section 2.5 (No Fractional Shares) and dividends and other distributions payable pursuant to Section 2.1(f) (Dividends and Distributions) (less any required Tax withholding), in each case pursuant to Section 1.7 (Effect on Capital Stock) and this Article II. The Merger Consideration shall be paid as promptly as practicable after receipt by the Exchange Agent of the Certificate and letter of transmittal in accordance with the foregoing. No interest shall be paid or accrued on any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions payable to holders of Certificates. Until so surrendered, each such Certificate shall, after the Effective Time, represent for all purposes only the right to receive such Merger Consideration, cash in lieu of any fractional shares and any unpaid dividends and distributions. Notwithstanding the foregoing, any Merger Consideration to be subject to the Pledge Agreement shall be issued and registered as provided in the Pledge Agreement.

(c) If any cash payment is to be made to a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition of such payment that the Person requesting such payment shall pay any transfer or other similar Taxes required by reason of the making of such cash payment to a Person other than the registered holder of the surrendered Certificate or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable. If any portion of the Merger Consideration is to be registered

in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to the registration thereof that the surrendered Certificate shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery of the Merger Consideration shall pay to the Exchange Agent any transfer or other similar Taxes required as a result of such registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no further registration of transfers of shares of New JPI Common Stock. From and after the Effective Time, the holders of Certificates representing shares of New JPI Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of New JPI Common Stock except as otherwise provided in this Agreement or by applicable Law. If, after the Effective Time, Certificates are presented to the Exchange Agent or CME, they shall be cancelled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in Article I and this Article II.

(e) Any portion of the Exchange Fund that remains unclaimed by the holders of shares of New JPI Common Stock one year after the Effective Time shall be returned to CME, and any such holder who has not exchanged his or her shares of New JPI Common Stock for the Merger Consideration in accordance with this Section 2.1 prior to that time shall thereafter look only to CME, and CME shall remain liable, for delivery of the Merger Consideration in respect of such holder's shares of New JPI Common Stock. Notwithstanding the foregoing, neither CME, Merger Sub 1, Merger Sub 2, JPI nor New JPI shall be liable to any holder of shares of New JPI Common Stock for any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions delivered to any Governmental Entity pursuant to applicable abandoned property Laws. Any Merger Consideration, cash in lieu of fractional shares or unpaid dividends and distributions remaining unclaimed by holders of shares of New JPI Common Stock immediately prior to such time as such amounts would otherwise escheat to or become the property of any Governmental Entity shall, to the extent permitted by applicable Law, become the property of CME free and clear of any claims or interest of any Person previously entitled thereto.

(f) No dividends or other distributions with respect to shares of CME Class A Common Stock issued in the Merger shall be paid to the holder of any unsurrendered Certificates until such Certificates are surrendered as provided in this Section 2.1. Following such surrender, subject to the effect of escheat (in accordance with Section 2.1(e)), Tax or other applicable Law, there shall be paid, without interest, to the record holder of the shares of CME Class A Common Stock issued in exchange therefor (i) at the time of such surrender, all dividends and other distributions payable in respect of such shares of CME Class A Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of CME Class A Common Stock with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of dividends or other distributions in respect of shares of CME Class A Common Stock, all shares of CME Class A Common Stock to be issued pursuant to the Merger shall be entitled to dividends pursuant to the immediately preceding sentence as if issued and outstanding as of the Effective Time.

(g) Any portion of the Merger Consideration deposited with the Exchange Agent pursuant to this Section 2.1 to pay for shares of New JPI Common Stock for which appraisal rights shall have been perfected shall be returned to CME, upon demand.

Section 2.2 Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if reasonably required by CME, the posting by such Person of a bond, in such reasonable amount, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration to be paid in respect of the shares of New JPI Common Stock represented by such Certificate as contemplated by this Article II.

Section 2.3 Withholding Rights. Each of CME and the Surviving Company shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law. To the extent that amounts are so deducted or withheld and paid over to the applicable Governmental Entity or Taxing Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of shares of New JPI Common Stock in respect of which such deduction and withholding was made.

Section 2.4 Further Assurances. If after the Effective Time, New JPI or CME reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Combination or to carry out the purposes and intents of this Agreement after the Effective Time, then New JPI, CME, the Surviving Corporation, the Surviving Company and their respective officers and directors shall execute and deliver all such proper instruments, deeds, assignments and assurances and do all things reasonably necessary or desirable to consummate the Combination and to carry out the purposes and intent of this Agreement.

Section 2.5 No Fractional Shares.

(a) No certificates or scrip representing fractional shares of CME Class A Common Stock shall be issued upon the surrender for exchange of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent, no dividends or other distributions of CME shall relate to such fractional share interests and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a stockholder of CME.

(b) In lieu of such fractional share interests, CME or the Exchange Agent shall pay to each holder of a Certificate an amount in cash equal to the product obtained by multiplying (i) the fractional share interest to which such holder (after taking into account all shares of New JPI Common Stock formerly represented by all Certificates (or effective affidavits of loss in lieu thereof) surrendered by such holder) would otherwise be entitled by (ii) the average of the closing sale prices of CME Class A Common Stock as reported on Nasdaq for the ten trading days ending upon and including the trading day immediately before the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF JPI AND NEW JPI

Except as set forth in the corresponding Sections or Subsections of a disclosure letter delivered to CME by New JPI prior to the execution of this Agreement (the "New JPI Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of the New JPI Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure), JPI and New JPI jointly and severally represent and warrant to CME, Merger Sub 1 and Merger Sub 2 as follows:

Section 3.1 Organization.

(a) JPI is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York, New JPI is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and each of JPI and New JPI has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. Each of JPI and New JPI is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect. New JPI has delivered or made available to CME true, correct and complete copies of its Constituent Documents, as amended and in effect on the date of this Agreement. New JPI has delivered or made available to CME true, correct and complete copies of the minutes of, and resolutions approved and adopted at, all meetings of the Board of Directors of New JPI held since the time of formation of New JPI through the date of this Agreement.

(b) New JPI was formed solely for the purposes of engaging in the Transactions, has engaged in no other activities and has conducted its operations only in connection with the Transactions or as otherwise contemplated by this Agreement and the F-Reorganization Steps Plan. New JPI has no liabilities and is not a party to any agreement other than this Agreement, required in connection with the F-Reorganization Steps Plan and agreements with respect to its formation and the appointment of registered agents and similar matters.

Section 3.2 Capitalization.

(a) The authorized Securities of JPI consists of 50,000,000 shares of JPI Common Stock, and 9,208,685 shares of JPI Common Stock are issued and outstanding. All issued and outstanding shares of JPI Common Stock have been duly authorized, validly issued, fully paid and non-assessable and are subject to no preemptive or similar rights. Section 3.2(a) of the New JPI Disclosure Letter sets forth a true and complete list of each record and Beneficial Owner of JPI Common Stock and the number of shares of such JPI Common Stock owned by each such holder.

(b) As of the date hereof, the authorized Securities of New JPI consists of 10,000,000 shares of New JPI Common Stock, par value $0.01, and 1 share of New JPI Common Stock are issued and outstanding, all of which will be cancelled for no consideration in connection with the F-Reorganization, and all issued and outstanding shares of New JPI Common Stock have been duly authorized, validly issued, fully paid and non-assessable and are subject to no preemptive or similar rights. Section 3.2(b) of the New JPI Disclosure Letter sets forth a true and complete list of each record and Beneficial Owner of New JPI Common Stock and the number of shares of such New JPI Common Stock owned by each such holder as of the date hereof.

(c) Following consummation of the F-Reorganization and without giving effect to the exercise of any appraisal rights or dissenters' rights in connection therewith, the authorized Securities of New JPI will consist of 10,000,000 shares of New JPI Common Stock, par value $0.01, no more than 9,268,685 shares of New JPI Common Stock will be issued and outstanding, and all issued and outstanding shares of New JPI Common Stock will have been duly authorized, validly issued, fully paid and non-assessable and will not be subject to any preemptive or similar rights.

(d) There are no preemptive or similar rights on the part of any holder of any class of Securities of JPI or New JPI. Neither JPI nor New JPI has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the holders of any class of Securities of JPI or New JPI on any matter submitted to such holders of Securities. There are no other outstanding Equity Rights with respect to the Securities of JPI or New JPI. There are no outstanding contractual obligations of JPI or New JPI to repurchase, redeem or otherwise acquire any Securities of JPI or New JPI. Other than the GFI Support Agreement, there are no proxies, voting trusts or other agreements or understandings to which JPI or New JPI is a party or is bound with respect to the voting of the Securities of JPI or New JPI.

Section 3.3 Authorization; Board Approval; Voting Requirements.

(a) Each of JPI and New JPI has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the Stockholder Consent with respect to the consummation of the F-Reorganization and the Merger, to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of either JPI or New JPI are necessary for it to authorize this Agreement or to consummate the Transactions, except for the adoption of this Agreement and the approval of the F-Reorganization and the Merger by the Stockholder Consent. This Agreement has been duly and validly executed and delivered by each of JPI and New JPI and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of each of JPI and New JPI, enforceable against each of JPI and New JPI in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) After giving effect to the Closing and the consummation of the Transactions, New JPI and JPI shall be solvent, as such term is defined, applied and interpreted under applicable Law.

(c) The respective Boards of Directors of JPI and New JPI, at a meeting duly called and held, duly and unanimously adopted resolutions (i) determining that the terms of the Transactions are advisable, fair to and in the best interests of JPI or New JPI, as applicable, and their respective stockholders, (ii) approving this Agreement and the Transactions, (iii) recommending that their respective stockholders adopt this Agreement and approve the Transactions and (iv) directing that the adoption of this Agreement and the approval of the Transactions be submitted for consideration of the respective stockholders of JPI and New JPI. None of the aforesaid actions by the respective Boards of Directors of JPI or New JPI have been amended, rescinded or modified.

(d) The affirmative vote or consent of the holders of a majority of the outstanding shares of common stock of JPI or New JPI Common Stock, as applicable, in favor of the adoption of this Agreement is the only vote or consent of the holders of any class or series of Securities of JPI or New JPI necessary to adopt this Agreement and approve the Transactions (the "Required Vote"). The Stockholder Consent constitutes the Required Vote.

Section 3.4 Takeover Statute; No Restrictions on the Transaction. No state "fair price," "moratorium," "control share acquisition" or similar anti-takeover statute, including Section 203 of the DGCL, is applicable to the Transactions.

Section 3.5 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by each of JPI and New JPI does not, and the consummation by each of JPI and New JPI of the Transactions will not: (i) conflict with any provisions of the Constituent Documents of JPI or New JPI; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 3.5(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which JPI or New JPI, as applicable, is a party or by which JPI or New JPI or any of their respective assets or properties, in each case as applicable, may be bound; (iv) result in the creation or imposition of any Lien (other than Permitted Liens solely in the case of JPI) upon any properties or assets of JPI or New JPI or (v) cause the suspension or revocation of any permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of JPI's or New JPI's businesses or ownership of their respective assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by JPI or New JPI in connection with the execution or delivery of this Agreement by each of JPI and New JPI or the consummation by JPI and New JPI of the Transactions, except for: (i) compliance by New JPI with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any required filings or notifications under any foreign antitrust merger control Laws (the "Foreign Competition Laws") set forth in Section 3.5(b) of the New JPI Disclosure Letter; (ii) the filing of the Certificate of

Merger with the Secretary of State of the State of Delaware in accordance with the DGCL; (iii) the filing of the Subsequent Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA; (iv) the filings with the SEC pursuant to Section 8.11 and such reports under and such other compliance with the Exchange Act and the Securities Act as may be required in connection with this Agreement and the Transactions; (v) any registration, filing or notification required pursuant to state securities or "blue sky" laws and (vi) any such clearance, consent, approval, order, license, authorization, declaration, registration, filing, notice or permit, the failure of which to make or obtain do not constitute a Material Adverse Effect.

Section 3.6 Transferred Shares. As of the date hereof, JPI is the Beneficial Owner of 46,464,240 shares of GFI Common Stock (such shares of GFI Common Stock, the "Transferred Shares"), JPI has good and valid title to the Transferred Shares, and the Transferred Shares are free and clear of all Liens of any kind. Except for the Transferred Shares, JPI does not, directly or indirectly, Beneficially Own any Securities or Equity Rights of GFI or any of its Subsidiaries. Immediately prior to and at the Effective Time, New JPI will be the record and Beneficial Owner of all of the Transferred Shares, New JPI will have good and valid title to the Transferred Shares and the Transferred Shares will be free and clear of all Liens of any kind.

Section 3.7 Absence of Liabilities. New JPI does not have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise and whether or not required to be disclosed or reflected on or reserved against in a balance sheet of New JPI. New JPI does not have any employees or independent contractors.

Section 3.8 No Other Assets. Immediately prior to the Effective Time, New JPI will not own, directly or indirectly, any assets, properties or rights, including Securities or other ownership interests in any Person, other than the Transferred Shares.

Section 3.9 Litigation. (a) There is no Proceeding pending, threatened in writing, affecting, or, to the Knowledge of JPI, threatened against JPI or New JPI, or their respective properties or rights or any of their respective current or former directors, officers, employees or contractors (in their capacities as such or relating to their services or relationship to JPI or New JPI), (b) there is no Order of any Governmental Entity, Self-Regulatory Organization or arbitrator outstanding against JPI or New JPI and (c) there is no Proceeding pending or, to the Knowledge of JPI, threatened against JPI or New JPI, which seeks to, or would reasonably be expected to, restrain, enjoin or delay the consummation of any of the Transactions or which seeks damages in connection therewith, and no injunction of any type has been entered or issued.

Section 3.10 Compliance with Laws. The business of New JPI is, and since the time of its formation, has been, conducted in compliance in all respects with all Laws and the applicable rules of any Self-Regulatory Organization. New JPI is in compliance with its Constituent Documents.

Section 3.11 Taxes.

(a) Both JPI and New JPI have (i) duly and timely filed (or there have been duly and timely filed on its behalf) with the appropriate Governmental Entities or Taxing Authorities all Tax Returns required to be filed by it in respect of any material Taxes, which Tax Returns were true, correct and complete in all material respects, (ii) duly and timely paid in full all Taxes shown as due on such Tax Returns, (iii) duly and timely paid in full or withheld, or established adequate reserves in accordance with U.S. generally accepted accounting principles ("GAAP") for, all material Taxes that are due and payable by it (including estimated Tax payments), whether or not such Taxes were shown on any Tax Return or asserted by the relevant Governmental Entity or Taxing Authority, (iv) established reserves in accordance with GAAP that are adequate for the payment of all material Taxes not yet due and payable with respect to the results of operations of JPI and New JPI through the date of this Agreement and (v) complied in all material respects with all Laws applicable to the withholding and payment over of material Taxes and has timely withheld and paid over to, or, where amounts have not been so withheld, established an adequate reserve under GAAP for the payment to, the respective proper Governmental Entities or Taxing Authorities all material amounts required to be so withheld and paid over.

(b) There (i) is no deficiency, Proceeding or request for information now pending, outstanding or threatened against or with respect to JPI or New JPI in respect of any material Taxes or material Tax Returns and (ii) are no requests for rulings or determinations in respect of any material Taxes or material Tax Returns pending between JPI or New JPI and any authority responsible for such Taxes or Tax Returns.

(c) No deficiency for any Tax has been asserted or assessed by any Governmental Entity or Taxing Authority in writing against JPI or New JPI (or, to the Knowledge of JPI, has been threatened or proposed), except for deficiencies which have been satisfied by payment, settled or been withdrawn or which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.

(d) There are no tax sharing agreements, tax indemnity agreements or other similar agreements with respect to or involving JPI or New JPI.

(e) Neither JPI nor New JPI has any liability for material Taxes as a result of having been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated or consolidated group for tax purposes under state, local or foreign Law, or has any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), or as a transferee or successor, by contract or otherwise.

(f) There are no material adjustments under Section 481 of the Code (or similar or analogous provision of state, local or foreign law) for income tax purposes applicable to or required to be made by JPI or New JPI as a result of changes in methods of accounting or other events occurring on or before the date hereof.

(g) Neither JPI nor New JPI will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) executed on or prior to the Closing Date, (iii) intercompany transactions or excess

loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Tax law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) prepaid amount received on or prior to the Closing Date, (vi) cancellation or indebtedness income deferred pursuant to Section 108(i) of the Code, or (vii) otherwise as a result of a transaction or accounting method that accelerated an item of deduction into periods ending on or before the Closing Date or a transaction or accounting method that deferred an item of income into periods beginning after the Closing Date.

(h) There are no Liens for Taxes upon any property or assets of JPI or New JPI.

(i) Neither JPI nor New JPI has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(j) Neither JPI nor New JPI has waived any statute of limitations in respect of Taxes or agreed to any extension of time with regard to a Tax assessment or deficiency (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course).

(k) Neither JPI nor New JPI has been a "controlled corporation" or a "distributing corporation" in any distribution occurring during the two-year period ending on the date hereof that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law).

(l) Neither JPI nor New JPI is a foreign person within the meaning of Treasury Regulation Section 1.1445-2. Neither JPI nor New JPI is, and has not been at any time within the last five years, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(m) Neither JPI nor New JPI has taken or failed to take any action, nor to the Knowledge of JPI are there any facts or circumstances, that would prevent the Combination from constituting a tax-free reorganization described in Section 368(a) and related provisions of the Code.

(n) There has been no position taken by JPI or New JPI that, if raised by any Governmental Entity, could reasonably be expected to result in a material Tax liability of JPI or New JPI.

(o) Each of JPI and New JPI has validly elected to be an "S corporation" within the meaning of Sections 1361 and 1362 of the Code for all taxable periods since its formation, and has maintained its status as an "S corporation" at all times since such formation. Each of JPI and New JPI has also validly elected to be an "S corporation" in all state and local jurisdictions which recognize such status and in which JPI or New JPI, as applicable, would, absent such an election, be subject to corporate income Tax, and has maintained its status as an "S corporation" in each such jurisdiction at all times since the date of such election. No facts or circumstances exist, or have existed, which would cause, or would have caused, the status of JPI or New JPI as an "S corporation" under federal, state or local Law to be subject to termination or revocation.

(p) Neither JPI nor New JPI has in the past ten years acquired assets from another corporation in a transaction in which JPI's or New JPI's Tax basis in the acquired assets was determined by reference (in whole or in part) to the Tax basis of the acquired assets (or any other property) in the hands of the transferor where such transferor was a C corporation as defined under Section 1361 of the Code or (ii) acquired the stock of any corporation which is a "qualified subchapter S subsidiary" (within the meaning of Section 1361(b)(3)(B) of the Code).

(q) JPI and New JPI have delivered or made available to the CME true and correct copies of all federal, state, local, and foreign income Tax Returns relating to JPI or New JPI (and amended Tax Returns, revenue agents' reports, and other notices from the Internal Revenue Service or other taxing authorities) for each of the preceding three taxable years.

Section 3.12 Information Statement. None of the information supplied or to be supplied by JPI, New JPI or any Signing Stockholder for inclusion or incorporation by reference in the information statement (the "Information Statement") to be provided to the holders of New JPI Common Stock other than the Signing Stockholders in connection with the issuance of shares of CME Class A Common Stock in the Merger will, at the time the Information Statement is provided to such holders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by JPI, New JPI or the Signing Stockholders with respect to statements made or incorporated by reference in the foregoing documents based on information supplied by CME, Merger Sub 1, Merger Sub 2 or any of their respective Representatives for inclusion or incorporation by reference in the Information Statement.

Section 3.13 Brokers. No Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Party in connection with the Transactions based upon arrangements made by or on behalf of JPI, New JPI or any of their respective stockholders.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SIGNING STOCKHOLDERS

Each Signing Stockholder represents and warrants, severally and not jointly, to CME, Merger Sub 1 and Merger Sub 2 as follows:

Section 4.1 Authorization. Such Signing Stockholder has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by such Signing Stockholder and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of such Signing Stockholder, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 4.2 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by such Signing Stockholder does not, and the consummation by such Signing Stockholder of the Transactions will not: (i) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 4.2(b) (Consents and Approvals)); (ii) result, after the giving of notice, with lapse of time, or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which such Signing Stockholder is a party or by which such Signing Stockholder or any of its assets or properties may be bound; (iii) result in the creation or imposition of any Lien upon any properties or assets of such Signing Stockholder or (iv) cause the suspension or revocation of any permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful ownership of such Signing Stockholder's assets and properties, except in each case as would not reasonably be expected to prevent or materially impair or delay the ability of such Signing Stockholder to perform its obligations under this Agreement or to consummate the Transactions.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by such Signing Stockholder in connection with the execution or delivery of this Agreement by such Signing Stockholder or the consummation by such Signing Stockholder of the Transactions.

Section 4.3 Accredited Investors. Such Signing Stockholder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Section 4.4 Investment in CME Class A Common Stock.

(a) Such Signing Stockholder: (i) is receiving the CME Class A Common Stock in the Merger for investment purposes only for its own account and not with any view toward a distribution thereof; (ii) has no contract, undertaking, agreement or arrangement with any Person to transfer to such Person or any other Person such CME Class A Common Stock received in the Merger; and (iii) has no present plans or intention to enter into any such contract, undertaking, agreement or arrangement with respect to any of the foregoing.

(b) Such Signing Stockholder, in making its investment in the CME Class A Common Stock: (i) has relied solely upon its own investigation and the express representations and warranties of CME, Merger Sub 1 and Merger Sub 2 set forth in Article V (and none of CME, Merger Sub 1 nor Merger Sub 2, nor any of their respective Representatives, has made, and such Signing Stockholder disclaims the existence of or its reliance on, any other representation or warranty, express or implied, regarding the Transactions); (ii) has considered and evaluated the risks and merits of investing in the CME Class A Common Stock, and has determined that the CME Class A Common Stock is a suitable investment for it; (iii) can bear the economic risk of its investment in the CME Class A Common Stock and can afford a complete loss of its entire

investment in the CME Class A Common Stock; and (iv) is knowledgeable and experienced in evaluating investments and experienced in financial and business matters, and is capable of considering and evaluating the merits and risks of investing in the CME Class A Common Stock.

Section 4.5 Unregistered Securities. Such Signing Stockholder acknowledges that the shares of CME Class A Common Stock it is receiving in the Merger have not been registered under the Securities Act or any state or foreign securities Laws and that such shares of CME Class A Common Stock may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to (i) the terms of an effective registration statement under the Securities Act (including pursuant to Section 8.11) and registration under any applicable state or foreign securities Laws or (ii) pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws, and such shares of CME Class A Common Stock will bear a legend making reference to the foregoing restrictions.

Section 4.6 Tax Matters. Such Signing Stockholder is not a "foreign person" within the meaning of Section 1445 of the Code and the Treasury Regulations thereunder. Such Signing Stockholder is a person eligible to own the stock of an S corporation under Section 1361 of the Code.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF CME, MERGER SUB 1 AND MERGER SUB 2

Except as (i) as set forth in the corresponding sections or subsections of a disclosure letter delivered to JPI prior to the execution of this Agreement (the "CME Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of the CME Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure (other than with respect to Section 5.6(b) (Absence of Certain Changes), which shall not be subject to or qualified by the information set forth in any Section or Subsection of the CME Disclosure Letter other than Section 5.6(b) (Absence of Certain Changes)) or (ii) other than with respect to the CME Identified Representations, disclosed in the CME SEC Documents filed with the U.S. Securities and Exchange Commission (the "SEC") pursuant to the Exchange Act since January 1, 2014 and at least three Business Days prior to the date of this Agreement, excluding any disclosures set forth in any Section entitled "Risk Factors" or "Forward-Looking Statements" or in any other Section to the extent they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature, CME, Merger Sub 1 and Merger Sub 2 jointly and severally represent and warrant to JPI, New JPI and the Signing Stockholders as follows:

Section 5.1 Organization. CME is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, Merger Sub 1 is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and Merger Sub 2 is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and each of CME, Merger Sub 1 and Merger Sub 2 has all requisite corporate or limited liability company, as applicable, power and

authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. Each of CME, Merger Sub 1 and Merger Sub 2 is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a CME Material Adverse Effect.

Section 5.2 Capitalization. All shares of CME Class A Common Stock to be issued in connection with the Merger will be, when issued in accordance with the terms of this Agreement, duly authorized, validly issued, fully paid and non-assessable and subject to no preemptive or similar rights.

Section 5.3 Authorization; Board Approval; Voting Requirements. Each of CME, Merger Sub 1 and Merger Sub 2 has all requisite corporate or limited liability company, as applicable, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate or limited liability company, as applicable, actions and, subject to receipt of the adoption of this Agreement by CME as the sole stockholder of Merger Sub 1 and as the sole member of Merger Sub 2 (which will be effected by CME prior to the Effective Time), no other corporate or limited liability company, as applicable, proceedings on the part of either CME, Merger Sub 1 or Merger Sub 2 are necessary for CME, Merger Sub 1 and Merger Sub 2 to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by each of CME, Merger Sub 1 and Merger Sub 2 and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of each of CME, Merger Sub 1 and Merger Sub 2, enforceable against each of CME, Merger Sub 1 and Merger Sub 2 in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5.4 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by each of CME, Merger Sub 1 and Merger Sub 2 does not and the consummation by each of CME, Merger Sub 1 and Merger Sub 2 of the Transactions will not: (i) conflict with any provisions of the CME, Merger Sub 1 or Merger Sub 2 Constituent Documents; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 5.4(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which CME, Merger Sub 1 or Merger Sub 2 is a party or by which CME, Merger Sub 1, Merger Sub 2 or any of their respective assets or properties may be bound; (iv) result in the creation or imposition of any Lien upon any properties or assets of CME or any CME Subsidiary (other than Permitted Liens (as defined in the GFI Merger Agreement)) or (v) cause the suspension or revocation of any permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of CME's businesses or ownership of its assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a CME Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by CME, Merger Sub 1 or Merger Sub 2 in connection with the execution or delivery of this Agreement by each of CME, Merger Sub 1 and Merger Sub 2 or the consummation by each of CME, Merger Sub 1 and Merger Sub 2 of the Transactions, except for: (i) compliance by CME with the HSR Act and the Foreign Competition Laws; (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL; (iii) the filing of the Subsequent Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA; (iv) the filings with the SEC pursuant to Section 8.11 and such reports under and such other compliance with the Exchange Act and the Securities Act as may be required in connection with this Agreement and the Transactions; (v) any registration, filing or notification required pursuant to state securities or "blue sky" laws and (vi) any such clearance, consent, approval, order, license, authorization, declaration, registration, filing, notice or permit, the failure of which to make or obtain do not constitute a CME Material Adverse Effect.

Section 5.5 SEC Reports; CME Financial Statements.

(a) CME has filed or furnished all reports, schedules, forms, statements, exhibits and other documents required to be filed or furnished by it with or to the SEC since January 1, 2014 (together with all exhibits, financial statements and schedules thereto and all information incorporated therein by reference, the "CME SEC Documents"). As of its filing (or furnishing) date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each CME SEC Document complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each CME SEC Document filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each CME SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective prior to the date of this Agreement, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made in light of the circumstances under which they were made, not misleading.

(b) The CME Financial Statements, which have been derived from the accounting books and records of CME and the CME Subsidiaries, comply as to form in all material respects with the applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and have been prepared in accordance with GAAP applied on a consistent basis throughout the periods presented, except as otherwise noted therein and subject, in the case of interim unaudited financial statements, to normal, recurring year-end adjustments. The consolidated balance sheets (including the related notes) included in the CME Financial Statements present fairly in all material respects the consolidated financial position of CME and the CME

Subsidiaries as at the respective dates thereof, and the consolidated statements of income, consolidated statements of stockholders' equity and consolidated statements of cash flows (in each case including the related notes) included in such CME Financial Statements present fairly in all material respects the consolidated results of operations, stockholders' equity and cash flows of CME and the CME Subsidiaries for the respective periods indicated, except as otherwise noted therein and subject, in the case of interim unaudited financial statements, to normal, recurring year-end adjustments.

Section 5.6 Absence of Certain Changes. Since January 1, 2014, (a) CME and the CME Subsidiaries have in all material respects conducted their respective businesses only in the ordinary course consistent with past practice except as contemplated hereunder (including actions and transactions related to the Transactions), and (b) there has not been a CME Material Adverse Effect.

Section 5.7 Litigation. As of the date hereof, there is no Proceeding pending or, to the Knowledge of CME (as defined in the GFI Merger Agreement), threatened against CME or any CME Subsidiary, which would reasonably be expected to restrain, enjoin or delay the consummation of any of the Transactions, and no injunction of any type has been entered or issued.

Section 5.8 Operations of Merger Sub 1 and Merger Sub 2. Merger Sub 1 and Merger Sub 2 have been formed solely for the purpose of engaging in the Transactions and prior to the Effective Time and Subsequent Effective Time, as applicable, will have engaged in no other business activities and will have incurred no liabilities or obligations other than as contemplated herein or pursuant to the Transactions.

Section 5.9 Information Statement. None of the information supplied or to be supplied by CME, Merger Sub 1 or Merger Sub 2 for inclusion or incorporation by reference in the information statement to be provided to the holders of New JPI Common Stock other than the Signing Stockholders in connection with the issuance of shares of CME Class A Common Stock in the Merger will, at the time the Information Statement is provided to such holders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by CME, Merger Sub 1, Merger Sub 2 with respect to statements made or incorporated by reference in the foregoing documents based on information supplied by JPI, New JPI, the Signing Stockholders or any of their respective Representatives for inclusion or incorporation by reference in the Information Statement.

Section 5.10 Brokers. No Person other than Barclays Capital Inc. is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by CME in connection with the Transactions based upon arrangements made by or on behalf of CME.

ARTICLE VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 6.1 Covenants of New JPI. From the date of this Agreement until the Effective Time, unless CME shall otherwise consent in writing (which consent may not be unreasonably withheld, conditioned or delayed solely with respect to JPI) or except as set forth in Section 6.1 of the New JPI Disclosure Letter or otherwise expressly provided for in this Agreement, required in connection with the Transactions or as may be required by applicable Law, neither JPI nor New JPI, nor any of their respective Subsidiaries, shall, directly or indirectly:

(a) amend or modify any of its Constituent Documents;

(b) (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its Securities, (ii) split, subdivide, consolidate, combine or reclassify any of its Securities or issue or allot, or propose or authorize the issuance or allotment of, any other Securities or Equity Rights in respect of, in lieu of, or in substitution for, any of its Securities or (iii) repurchase, redeem or otherwise acquire any Securities or Equity Rights;

(c) issue, allot, sell, grant, pledge or otherwise encumber any Securities or Equity Rights;

(d) merge or consolidate with any Person, participate in or undertake a scheme of arrangement under the United Kingdom Companies Act 2006 or acquire the assets or Securities of any other Person;

(e) sell, lease, license, subject to a Lien, encumber or otherwise surrender, relinquish or dispose of any assets, property or rights including the Transferred Shares;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person or (ii) create, incur, guarantee or assume any liabilities;

(g) settle or compromise any Proceeding or enter into any consent, decree, injunction or similar restraint or form of equitable relief in settlement of any Proceeding;

(h) (i) make, revoke or amend any election relating to Taxes, (ii) settle or compromise any Proceeding relating to Taxes, (iii) make a request for a written ruling of a Taxing Authority relating to Taxes, (iv) enter into a written and legally binding agreement with a Taxing Authority relating to Taxes or (v) change any of its methods, policies or practices of reporting income or deductions for U.S. federal income tax purposes from those employed in the preparation of its U.S. federal income Tax Returns for the taxable year ended December 31, 2013;

(i) take any action, cause any action to be taken, fail to take any action or fail to cause any action to be taken (including any action or failure to act otherwise permitted by this Section 6.1) that would prevent the Combination from constituting a tax-free reorganization under Section 368(a) and related provisions of the Code;

(j) change any method of accounting or accounting principles or practices, except for any such change required by a change in GAAP or by a Governmental Entity;

(k) adopt or implement a plan of complete or partial liquidation or resolution providing for or authorizing such liquidation or a dissolution, merger, restructuring, consolidation, recapitalization, scheme of arrangement under the United Kingdom Companies Act 2006, or other reorganization;

(l) conduct any other activities or operations other than as necessary to consummate the Transactions; or

(m) agree or commit to do any of the foregoing.

Section 6.2 Covenants of the Signing Stockholders. Except pursuant to the F-Reorganization Steps Plan with respect to the shares of JPI Common Stock, from the date of this Agreement until the Effective Time, no Signing Stockholder shall, directly or indirectly, sell, transfer, assign, subject to a Lien, encumber or otherwise surrender, relinquish, or dispose of any shares of JPI Common Stock or New JPI Common Stock. Any such direct or indirect sale, transfer, assignment, Lien, encumbrance or other surrender shall be null and void.

ARTICLE VII

COVENANTS RELATING TO TAX MATTERS

Section 7.1 Preparation and Filing of Tax Returns; Payment and Proration of Taxes.

(a) Signing Stockholders shall cause JPI to prepare and timely file all Tax Returns for JPI and New JPI that are due on or before the Closing Date (taking into account any applicable extensions). Such Tax Returns shall be prepared in a manner consistent with the prior practice of JPI. At least forty-five (45) calendar days prior to the filing of each such Tax Return, Signing Stockholders shall cause JPI to provide copies of such Tax Return to CME for its review and comment, and JPI shall, and Signing Stockholders shall cause JPI to, consider in good faith any comments provided by CME to JPI within ten (10) days after JPI has provided such Tax Return to CME.

(b) Signing Stockholders shall cause JPI to prepare or cause to be prepared and shall timely file or cause to be timely filed all income Tax Returns not described in Section 1.1(a), including, without limitation, an IRS Form 1120S for JPI's short taxable year that ends on the Closing Date and any related IRS Form K-1 (and any analogous Tax Returns required by state or local Law). JPI shall use the interim closing of the books method for the preparation of such return, and any items of income, gain, loss, deduction, or credit recognized by JPI or New JPI in connection with the F-Reorganization and the distribution of shares of JPI Holdings by New JPI shall be reflected in such Return. At least forty-five (45) days prior to the due date (taking into account any applicable extensions) for each Tax Return to be prepared by JPI with respect to any Straddle Period, JPI shall provide copies of such Tax Returns to CME for CME's review and comment, and JPI shall consider in good faith any comments provided by CME to JPI within ten (10) days after JPI has provided such Tax Return to CME. Any items reflected on a Tax Return described in this Section 7.1(b) with respect to which JPI, Signing Stockholders and CME are unable to agree after negotiating in good faith for five (5) days shall be referred to the Independent Accountant Arbitrator for resolution as promptly as practicable. The determination of the Independent Accountant Arbitrator shall be final, conclusive, and binding for all purposes hereunder. Signing Stockholders shall cause JPI to timely revise such draft Tax Return.

(c) Neither JPI nor New JPI shall file any amended Tax Return of JPI or New JPI for any year or period ended prior to or on the Closing Date, except as required by Law. CME shall not file a Section 338(h)(10) election with respect to the transactions contemplated by this Agreement.

ARTICLE VIII

ADDITIONAL AGREEMENTS

Section 8.1 Stockholder Consent. JPI, New JPI and the Signing Stockholders shall deliver to CME the Stockholder Consent constituting the Required Vote within two hours of the execution of this Agreement.

Section 8.2 Access to Information; Confidentiality.

(a) Upon reasonable prior notice, each of JPI and New JPI shall afford to the officers, directors, employees, accountants, counsel, financial advisors, consultants, financing sources and other advisors or representatives (collectively, "Representatives") of CME reasonable access during normal business hours and without undue disruption of normal business activity during the period prior to the earlier of the Effective Time and the termination of this Agreement to all of JPI's and New JPI's properties, books, records, contracts, commitments and personnel and shall furnish, and shall cause to be furnished, as promptly as reasonably practicable to CME (i) a copy of each material report, schedule and other document filed, furnished, published, announced or received by it during such period pursuant to the requirements of federal or state securities Laws or a Governmental Entity or Self-Regulatory Organization and (ii) all other information with respect to JPI or New JPI as CME may reasonably request; provided that JPI and New JPI shall not be obligated to provide access to (A) any competitively sensitive information that would result in the disclosure of any trade secrets of third parties, (B) any information that would reasonably be expected to result in the loss of attorney-client privilege, (C) any information that would result in a breach of an agreement to which JPI or New JPI is a party, (D) any information that, in the reasonable judgment of JPI or New JPI, would violate any applicable Law or (E) any information that is reasonably pertinent to any litigation in which JPI or New JPI, on the one hand, and CME or any of its Affiliates, on the other hand, are adverse parties; provided, however, that in the case of clause (A), (B) or (C) above, JPI or New JPI, as applicable, shall attempt in good faith to make reasonable substitute arrangements as may be reasonably necessary to produce the relevant information in a manner that would not reasonably be expected to harm JPI's or New JPI's competitive positions, to jeopardize the attorney-client privilege or to result in such breach, as applicable.

(b) All information furnished pursuant to this Section 8.2 shall be subject to the confidentiality agreement, dated as of October 2, 2013, by and between GFI and CME (the "Confidentiality Agreement"), and each of JPI, New JPI and the Signing Stockholders shall be bound to the Confidentiality Agreement as if they were signatories to the Confidentiality Agreement. No investigation pursuant to this Section 8.2 shall affect the representations, warranties or conditions to the obligations of the Parties contained herein.

Section 8.3 Consents and Approvals; F-Reorganization.

(a) Subject to the terms and conditions of this Agreement, each Party shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the Transactions, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents necessary and appropriate to consummate the Transactions. In furtherance and not in limitation of the foregoing, each Party, as applicable, shall (i) make or cause to be made the filings required of such party under the HSR Act and the Foreign Competition Laws with respect to the Transactions as promptly as practicable after the date of this Agreement, (ii) comply at the earliest practicable date with any request under the HSR Act for additional information, documents or other materials received by such party from the Federal Trade Commission ("FTC"), the Antitrust Division of the U.S. Department of Justice (the "Antitrust Division") or by any other Governmental Entity (including under any Foreign Competition Laws) in respect of such filings or such Transaction and (iii) act in good faith and reasonably cooperate with the other Party in connection with any such filings and in connection with resolving any investigation or other inquiry of any such agency or other Governmental Entity under any of the HSR Act, the Foreign Competition Laws, the Sherman Act, the Clayton Act and any other Laws or Orders that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws") with respect to any such filing or any such Transaction. To the extent not prohibited by applicable Law, the Parties shall use reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transactions. Each Party shall give each other reasonable prior notice of any substantive communication with, and any proposed understanding, undertaking or agreement with, any Governmental Entity regarding any such filings or any such Transaction. No Party shall independently participate in any meeting, or engage in any substantive conversation, with any Governmental Entity in respect of any such filings, investigation or other inquiry without giving the other Parties prior notice of the meeting or conversation and, unless prohibited by such any Governmental Entity, the opportunity to attend or participate. The Parties contemplate that as a general matter both CME and New JPI shall be represented at in-person meetings with any Governmental Entity. CME shall take the lead in determining strategy for scheduling and conducting any meeting, coordinating any filings, obtaining any necessary approvals, and resolving any investigation or other inquiry of any such agency or other Governmental Entity under the HSR Act, the Foreign Competition Laws or any other Antitrust Laws (including the timing of the initial filing under the HSR Act), but shall consult in advance with and reasonably incorporate the views of New JPI. The Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to the HSR Act, the Foreign Competition Laws or other Antitrust Laws.

(b) Without limiting the general obligations of the Parties under Section 8.3(a) (Consents and Approvals), each Party shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the Transactions under the Antitrust Laws. In connection therewith and subject to Section 8.3(a) (Consents and Approvals), if any Proceeding is instituted (or threatened to be instituted) challenging any Transaction as inconsistent with or violative of any Antitrust Law, each Party shall cooperate and use its reasonable best efforts vigorously to contest and resist (by negotiation, litigation or otherwise) any such Proceeding and to have vacated, lifted, reversed or overturned any Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the Transactions, unless CME reasonably determines that litigation is not in its best interests. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 8.3(b) shall limit the right of a Party to terminate this Agreement pursuant to Section 10.1 (Termination), so long as such Party has until that time complied in all material respects with its obligations under this Section 8.3. Each Party shall use its reasonable best efforts to take such action as may be required to cause the expiration of the notice periods or to obtain the necessary approvals under the HSR Act, the Foreign Competition Laws or any other Antitrust Laws with respect to the Transactions as promptly as possible after the execution of this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to require CME or any CME Subsidiary to agree to or take any action that would result in any Burdensome Condition. Neither JPI nor New JPI shall agree to or take any action that would result in any Burdensome Condition without the prior written consent of CME. For purposes of this Agreement, a "Burdensome Condition" shall mean making proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws (i) providing for the transfer, license, sale or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of CME, the CME Subsidiaries or New JPI, including the Transferred Shares, or the holding separate (through the establishment of a trust or otherwise) of the Securities of any CME Subsidiary, New JPI or the Transferred Shares or (ii) imposing or seeking to impose any limitation on the ability of CME, the CME Subsidiaries or New JPI to conduct their respective businesses (including with respect to market practices and structure) or own such assets or to acquire, hold or exercise full rights of ownership of the business of New JPI (including the Transferred Shares), CME or the CME Subsidiaries, in each case other than (x) with respect to Antitrust Laws, any such proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws that would not impair in any material respect the expected benefits of CME and the CME Subsidiaries from or relating to the Transactions, or (y) with respect to Regulatory Approvals, any *de minimis* administrative or ministerial obligations of CME or any CME Subsidiary, other than, with respect to the I Business or IDB Subsidiaries (each as defined in the GFI Merger Agreement), any such obligation that would exist following the Effective Time.

(d) JPI, New JPI and the Signing Stockholders shall take all steps necessary to complete the F-Reorganization prior to the Closing. All definitive documentation to implement the F-Reorganization shall be subject to CME's reasonable prior review and written approval.

Section 8.4 No Solicitation.

(a) Each of JPI, New JPI and each Signing Stockholder shall not, nor shall they authorize or permit any of their respective Affiliates or any of their or their respective Affiliates' respective Representatives to, directly or indirectly (i) initiate, solicit or knowingly facilitate or encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal, (ii) adopt, or publicly propose to adopt, or allow JPI or New JPI to execute or enter into, any binding or non-binding letter of intent, agreement in principle, memorandum of understanding, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other agreement, commitment, arrangement, undertaking, or understanding in connection with or relating to any Takeover Proposal, or (iii) other than with CME, Merger Sub 1, Merger Sub 2 or their respective Representatives, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information or data in connection with or relating to, any Takeover Proposal. Each of JPI, New JPI and each Signing Stockholder shall, and shall cause their respective Representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal and shall request the prompt return or destruction of any confidential information previously furnished to such Persons in connection therewith in accordance with the terms of any applicable confidentiality agreement. Notwithstanding the foregoing, nothing herein shall prevent any Representative of JPI or New JPI or any Signing Stockholder from acting in his or her capacity as an officer or director of GFI, or taking any action in such capacity, but only in either such case as and to the extent permitted by Section 6.5(b) of the GFI Merger Agreement.

(b) For purposes of this Agreement, "Takeover Proposal" means any proposal or offer for a direct or indirect (i) merger, binding share exchange, recapitalization, reorganization, scheme of arrangement under the United Kingdom Companies Act 2006, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving GFI or one or more of its Subsidiaries, JPI or New JPI, (ii) the acquisition or purchase, including by lease, exchange, mortgage, pledge, transfer or other acquisition or assumption, of 20% or more of the fair value of the assets or 20% or more of any class of equity or voting securities of (A) GFI and its Subsidiaries, (B) JPI, (C) New JPI or (D) the CME Retained Subsidiaries (as defined in the GFI Merger Agreement), in each case taken as a whole and in one transaction or a series of related transactions, (iii) purchase, tender offer, exchange offer or other acquisition (including by way of merger, consolidation, share exchange or otherwise) of Beneficial Ownership of Securities representing 20% or more of the voting power of GFI's, JPI's, New JPI's or any of the CME Retained Subsidiaries' (as defined in the GFI Merger Agreement) Securities, or (iv) any transaction, or combination of transactions, similar to the foregoing; provided, however, that the term "Takeover Proposal" shall not include the Transactions.

Section 8.5 Fees and Expenses. Except as set forth in Section 8.3(b) of the GFI Merger Agreement, whether or not the Combination is consummated, all Expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such Expenses, except with respect to all fees associated with the HSR Act and the Foreign Competition Laws, which shall be borne equally by CME, on the one hand, and JPI and New JPI, on the other hand. As used in this Agreement, "Expenses" includes all out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a Party and its Affiliates) incurred by a Party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the Transactions, including all other matters related to the Transactions.

Section 8.6 Public Announcements. CME and New JPI shall develop a joint communications plan and each Party shall (a) ensure that all of its press releases and other public statements or communications with respect to the Transactions shall be consistent with such joint communications plan and (b) unless otherwise required by applicable Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, consult with each other before issuing any press release or, to the extent practicable, otherwise making any public statement or communication with respect to this Agreement or the Transactions. In addition to the foregoing, none of CME, JPI, New JPI or the Signing Stockholders shall issue any press release or otherwise make any public statement or disclosure concerning any other Party or any other Party's business, financial condition or results of operations without the consent of such other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 8.7 Notice of Certain Events. Each of CME, JPI, and New JPI shall promptly notify the other Parties after receiving or becoming aware of (a) any written notice from any Person alleging that the consent of that Person is or may be required in connection with the Transactions, (b) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be reasonably likely to (i) prevent or materially delay the consummation of the Transactions or (ii) result in the failure of any condition to the Closing set forth in Article IX to be satisfied, or (c) any Proceeding commenced or, to its Knowledge, threatened against, relating to or otherwise involving CME or any of the CME Subsidiaries or JPI or New JPI, as the case may be, that relates to the consummation of the Transactions; provided, however, that the delivery of any notice pursuant to this Section 8.7 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

Section 8.8 Listing of Shares of CME Class A Common Stock. CME shall use its reasonable best efforts to cause the shares of CME Class A Common Stock to be issued in the Merger to be approved for listing on the Nasdaq, subject to official notice of issuance, prior to the Closing Date.

Section 8.9 State Takeover Laws. If any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or shall become applicable to the Transactions, the Parties shall use reasonable best efforts to grant such approvals and take such actions as are necessary so that the Transactions may be consummated as promptly as practicable on the terms contemplated hereby and shall otherwise act to minimize the effects of any such statute or regulation on the Transactions.

Section 8.10 Stockholder or Member Litigation. Each of JPI and New JPI shall promptly advise CME orally and in writing of any litigation brought by any of their stockholders against JPI or New JPI and/or its directors relating to this Agreement and/or the Transactions, and shall keep CME reasonably informed regarding any such litigation. Each of JPI and New JPI shall give CME the opportunity to consult with JPI and New JPI regarding the defense or settlement of any such litigation and shall not settle any such litigation without the prior written consent of CME (which consent may not be unreasonably withheld, conditioned or delayed).

Section 8.11 Registration Rights.

(a) CME shall (i) as soon as reasonably practicable after the Closing Date file with the SEC (I) a "shelf" registration statement under the Securities Act on Form S-3 (or any successor short form registration involving a similar amount of disclosure; or if then ineligible to use any such form, then any other available form of registration statement) or (II) pursuant to Rule 424(b) under the Securities Act, a prospectus supplement that shall be deemed to be part of an existing "shelf" registration statement in accordance with Rule 430B under the Securities Act, in each case for a public offering of the shares of CME Class A Common Stock received by the Signing Stockholders in the Merger (the "Registrable Stock") to be made on a continuous basis pursuant to Rule 415 under the Securities Act (the "Registration Statement") and, in the case of clause (I) above, unless such Registration Statement is automatically effective upon filing, use commercially reasonable efforts to cause the Registration Statement to become effective as soon as reasonably practicable after filing, (ii) use commercially reasonable efforts to cause the Registration Statement to remain effective until the earlier of (A) the date when all Registrable Stock covered by the Registration Statement has been sold or (B) 180 days after the Registration Statement becomes effective (or in the case of an existing "shelf" registration statement, the date of the applicable prospectus supplement), and (iii) prepare and file with the SEC any required amendments to the Registration Statement and the prospectus (including any prospectus supplement) used in connection therewith ("Prospectus"). Notwithstanding the foregoing, CME shall have no obligation to register or to maintain the effectiveness of the Registration Statement after the Registrable Stock first becomes eligible for sale pursuant to Rule 144 under the Securities Act. In the case of any Registration Statement that is an automatic shelf registration statement, a new registration statement pursuant to Rule 415(a)(6) with respect to the Registrable Stock will be deemed to be an amendment to such Registration Statement for purposes of this Section 8.11, and references in this Section 8.11 to the Registration Statement, except in clause (B) above, shall include such new registration statement.

(b) (i) Upon the issuance by the SEC of a stop order suspending the effectiveness of the Registration Statement or the initiation of Proceedings with respect to the Registration Statement under Section 8(d) or 8(e) of the Securities Act or (ii) if the Registration Statement or Prospectus shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading (including, in any such case, as a result of the non-availability of financial statements) or (iii) upon the occurrence or existence of any development, event, fact, situation or circumstance relating to CME that, in the sole discretion of CME, makes it appropriate to suspend the availability of the Registration Statement and Prospectus, (A)(1) in the case of clause (ii) above, subject to clause (iii) above, CME shall as promptly as reasonably practicable prepare and file a post-effective amendment to such Registration Statement or a supplement to the related Prospectus so that such Registration Statement or Prospectus does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and subject to clause (iii) above, in the case of a post-effective amendment to the Registration Statement, use commercially reasonable efforts to cause it to become effective as promptly as reasonably practicable and (2) in the case of clause (i) above, use commercially reasonable efforts to cause such stop order to be lifted, and (B) CME shall give notice to the Signing Stockholders that the availability of such Registration Statement is suspended (a "Deferral Notice") and, upon receipt of any Deferral Notice, each Signing Stockholder agrees that it shall not

sell any Registrable Stock pursuant to the Registration Statement until such Signing Stockholder is notified by CME of the effectiveness of the post-effective amendment to the Registration Statement provided for in clause (A) above, or until it is notified in writing by CME that the Prospectus may be used. In connection with any development, event, fact, situation or circumstance covered by clause (iii) above, CME shall be entitled to exercise its rights pursuant to this Section 8.11(b) to suspend the availability of the Registration Statement and Prospectus for no more than an aggregate of 90 days.

(c) In connection with the performance of its obligations under this Section 8.11, CME shall pay all registration fees under the Securities Act, all printing expenses and all fees and disbursements of CME's legal counsel, CME's independent registered public accounting firm and any other persons retained by CME, and any other expenses incurred by CME. Each Signing Stockholder shall pay any discounts, commissions and transfer taxes, if any, attributable to the sale of Registrable Stock and any other expenses incurred by it.

(d) Indemnity.

(i) CME agrees to indemnify each Signing Stockholder against any and all loss, liability, claim and damage arising out of any untrue statement of a material fact contained in the Registration Statement or any Prospectus (or any amendment thereto) or the omission therefrom of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that this indemnity shall not apply to any loss, liability, claim or damage to the extent arising out of any untrue statement or omission made in reliance upon and in conformity with information furnished to CME by or on behalf of a Signing Stockholder for use in the Registration Statement or any Prospectus (or any amendment thereto).

(ii) Each Signing Stockholder agrees to indemnify CME, and each person, if any, who controls CME within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim and damage described in the indemnity contained in Section 8.11(d)(i) but only with respect to untrue statements or omissions made in the Registration Statement or any Prospectus (or any amendment thereto) in reliance upon and in conformity with information furnished in writing to CME by or on behalf of such Signing Stockholder for use in the Registration Statement or any Prospectus (or any amendment thereto).

(iii) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any Proceeding commenced against it in respect of which indemnity may be sought under this Section 8.11(d), but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability except to the extent the indemnifying party is materially prejudiced thereby. In case any such action shall be brought against any indemnified party, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish to assume the defense thereof, with counsel

reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, such indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof, unless the indemnifying party has failed or is failing to vigorously defend such claim; provided, however, that the indemnifying party shall not, in connection with any one such Proceeding or separate but substantially similar actions or Proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified persons. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any Proceeding, commenced or threatened, or any claim whatsoever in respect of which indemnification is sought under this Section 8.11(d) (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such Proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. No indemnified party shall, without the prior written consent of the indemnifying party, effect any settlement of any commenced or threatened Proceeding in respect of which any indemnification is sought under this Section 8.11(d).

(iv) If the indemnification provided for in this Section 8.11(d) from the indemnifying party is unavailable to an indemnified party hereunder in respect of any losses, claims, damages or liabilities referred to in this Section 8.11(d), the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(v) The obligations of CME and each Signing Stockholder under this Section 8.11(d) shall survive the completion of any offering of Registrable Stock pursuant to any Registration Statement.

(e) Each Signing Stockholder (i) shall furnish to CME such information regarding themselves, their relationship to CME and its Affiliates, their Beneficial Ownership of beneficial ownership of common stock of CME, the Registrable Stock held by them, and the intended method of disposition of such securities as is required to be included under the Securities Act in the Registration Statement (or any amendment thereto) or any Prospectus, (ii) shall comply with the prospectus delivery requirements under the Securities Act in connection with the sale or other distribution of Registrable Stock pursuant to the Registration Statement, and (iii) shall report

to CME all sales or other distributions of Registrable Stock pursuant to the Registration Statement. It shall be a condition precedent to the obligations of CME to take any action pursuant to this Section 8.11 with respect to the Registrable Stock of any selling Signing Stockholder that such selling Signing Stockholder furnish to CME the information required by clause (i) above.

Section 8.12 Tax Matters. Each of JPI and New JPI will duly and timely file with the appropriate Governmental Entities or Taxing Authorities all Tax Returns required to be filed by it in respect of any material Taxes in any jurisdiction for which JPI or New JPI is required by a Governmental Entity to file such Tax Returns, including, but not limited to, those Tax Returns required to be filed in respect of all material Taxes not yet due and payable with respect to the results of operations of JPI or New JPI, whether or not such Taxes are asserted by the relevant Governmental Entity or Taxing Authority, and such Tax Returns will be true, correct and complete in all material respects.

Section 8.13 Information Statement. As promptly as reasonably practicable following the mailing of the Proxy Statement/Prospectus (as defined in the GFI Merger Agreement) in connection with the GFI Mergers, CME, JPI and New JPI shall prepare the Information Statement relating to the Merger, which shall contain the notices required pursuant to the DGCL in connection with the Merger and otherwise comply with all applicable Laws.

ARTICLE IX

CONDITIONS PRECEDENT

Section 9.1 Conditions to Each Party's Obligation to Effect the Combination. The respective obligations of each Party to effect the Combination are subject to the satisfaction or, to the extent permitted by applicable Law and the terms hereof, waiver, on or prior to the Closing Date, of the following conditions:

(a) Stockholder Approval. JPI and New JPI shall have obtained the Stockholder Consent.

(b) Stock Exchange Listing. The shares of CME Class A Common Stock to be issued in the Merger and such other shares to be reserved for issuance in connection with the Merger shall have been approved for listing on the Nasdaq.

(c) Regulatory Approval. (i) Any waiting period (and any extension thereof) applicable to the Combination under the HSR Act and the Foreign Competition Laws set forth in Section 9.1(c)(i) of the New JPI Disclosure Letter shall have been terminated or shall have expired and no action shall have been instituted by the Antitrust Division or the FTC or under any Foreign Competition Laws challenging or seeking to enjoin the consummation of the Combination or impose a Burdensome Condition, which action shall not have been withdrawn, terminated or finally resolved, (ii) all approvals applicable to the Combination under any Foreign Competition Laws set forth in Section 9.1(c)(ii) of the New JPI Disclosure Letter shall have been obtained (including any approval or no-action letter from the UK Competition and Markets Authority, should it decide to investigate the Combination) and such approvals shall not be subject to a Burdensome Condition, (iii) all Regulatory Approvals set forth in Section 9.1(c)(iii) of the New JPI

Disclosure Letter shall have been obtained and such approvals shall not be subject to a Burdensome Condition, and (iv) all Notices set forth in Section 9.1(c)(iv) of the New JPI Disclosure Letter shall have been provided and all required related acknowledgements shall have been obtained and such acknowledgements shall not have imposed a Burdensome Condition.

(d) No Injunctions or Restraints; Illegality. No Laws shall have been adopted or promulgated after the date of this Agreement, and no temporary restraining order, preliminary or permanent injunction or other Order shall have been issued and remain in effect, by a Governmental Entity or Self-Regulatory Organization of competent jurisdiction having the effect of making the Combination illegal or otherwise prohibiting consummation of the Combination, or seeking to impose a Burdensome Condition (collectively, "Restraints") unless such Restraint is vacated, terminated or withdrawn; provided that prior to asserting this condition, the Party asserting this condition shall have used its reasonable best efforts (in the manner contemplated by Section 8.3) to prevent the entry of such Restraint and to appeal as promptly as possible any judgment that may be entered.

(e) Other Transactions. Each of the conditions to the closing of the GFI Mergers and the IDB Transaction shall have been satisfied or waived.

Section 9.2 Conditions to Obligations of CME, Merger Sub 1 and Merger Sub 2. The obligations of CME, Merger Sub 1 and Merger Sub 2 to effect the Combination are subject to the satisfaction, or waiver by CME, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of JPI, New JPI and the Signing Stockholders set forth in this Agreement, (i) other than the New JPI Identified Representations, made as if none of such representations and warranties contained any qualifications or limitations as to "materiality" or Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), except where the failure of such representations and warranties to be true and correct as so made do not constitute a Material Adverse Effect, and (ii) with respect to the New JPI Identified Representations, shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date). CME shall have received a certificate of each Signing Stockholder and of the chief executive officer or the chief financial officer of each of JPI and New JPI to such effect.

(b) Performance of Obligations of JPI, New JPI and the Signing Stockholders. Each of JPI, New JPI and the Signing Stockholders shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and CME shall have received a certificate of each Signing Stockholder and of the chief executive officer or the chief financial officer of each of JPI and New JPI to such effect.

(c) Tax Opinion. CME shall have received an opinion of Skadden, Arps, Slate, Meagher & Flom LLP, in form and substance reasonably satisfactory to CME, based on facts, representations and assumptions set forth in such opinion that are consistent with the state of facts existing at the Effective Time, to the effect that (i) the Combination will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of CME and New JPI will be a party to such reorganization. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of CME, New JPI and others.

(d) Other Transactions. The F-Reorganization shall have been completed.

(e) Appraisal Rights. The time period for exercising appraisal rights or dissenters' rights in connection with the F-Reorganization and this Agreement shall have each expired, and (i) holders of not more than 5% of the issued and outstanding shares of New JPI Common Stock shall have demanded (and not withdrawn) appraisal of their shares in accordance with the DGCL or other applicable Law in connection therewith and (ii) Holders of not more than 5% of the issued and outstanding shares of JPI Common Stock shall have demanded (and not withdrawn) appraisal of their shares in accordance with the New York Business Corporation Law or other applicable Law in connection therewith.

(f) Section 1445 Certificate. CME shall have received a statement duly completed and executed by New JPI pursuant to Treasury Regulation Section 1.1445-2(b)(2)(vi) dated as of the Closing Date meeting the requirements of Treasury Regulations Section 1.445-2(c)(3) and Treasury Regulations Section 1.897-2(h), in form and substance reasonably satisfactory to CME, certifying that New JPI is not a "foreign person" within the meaning of Section 1445 of the Code as described in Section 1445 of the Code.

Section 9.3 Conditions to Obligations of New JPI. The obligations of New JPI to effect the Combination are subject to the satisfaction, or waiver by New JPI, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of CME, Merger Sub 1 and Merger Sub 2 set forth in this Agreement, (i) other than the CME Identified Representations, made as if none of such representations and warranties contained any qualifications or limitations as to "materiality" or CME Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), except where the failure of such representations and warranties to be true and correct as so made do not constitute a CME Material Adverse Effect, and (ii) with respect to the CME Identified Representations, shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date). New JPI shall have received a certificate of the chief executive officer or the chief financial officer of CME to such effect.

(b) Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2. Each of CME, Merger Sub 1 and Merger Sub 2 shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and New JPI shall have received a certificate of the chief executive officer or the chief financial officer of CME to such effect.

(c) Tax Opinion. New JPI shall have received an opinion of Willkie Farr & Gallagher LLP in form and substance reasonably satisfactory to New JPI, based on facts, representations and assumptions set forth in such opinion that are consistent with the state of facts existing at the Effective Time, to the effect that (i) the Combination will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of New JPI and CME will be a party to such reorganization. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of New JPI, CME and others.

(d) Section 1445 Certificate. New JPI shall have received a statement duly completed and executed by CME dated as of the Closing Date meeting the requirements of Treasury Regulations Section 1.1445-2(c)(3) and Treasury Regulations Section 1.897-2(h), in form and substance reasonably satisfactory to New JPI.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated and the Combination may be abandoned at any time prior to the Effective Time, whether before or after receipt of the Stockholder Consent:

(a) by mutual written consent of CME and New JPI;

(b) by either CME or New JPI, if:

(i) Termination Date. The Combination shall not have been consummated by the Outside Date;

(ii) Restraint. Any Restraint (other than a temporary restraining order, preliminary injunction or similar non-permanent Order) having any of the effects set forth in Section 9.1(d) (No Injunctions or Restraints; Illegality) shall be in effect and shall have become final and non-appealable; or

(iii) Other Transactions. Either the GFI Merger Agreement or the IDB Transaction Agreement is terminated in accordance with its terms.

provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of any such condition;

(c) by CME, if:

(i) Breach by JPI, New JPI or the Signing Stockholders. JPI, New JPI or the Signing Stockholders shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by JPI, New JPI or the JPI Signing Stockholders prior to the Outside Date or is not cured by the earlier of (x) 30 days following written notice to New JPI by CME of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 9.2(a) (Representations and Warranties) or Section 9.2(b) (Performance of Obligations of JPI, New JPI and the Signing Stockholders) to be satisfied; provided that CME, Merger Sub 1 or Merger Sub 2 is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 9.3(a) (Representations and Warranties) or Section 9.3(b) (Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2) to be satisfied;

(ii) Violation of No Solicitation. JPI, New JPI or their respective Representatives shall have breached in any material respect any of their respective obligations under Section 8.4 (No Solicitation); or

(iii) Stockholder Consent. The Stockholder Consent is not delivered to CME within two hours of the execution of this Agreement;

(d) by New JPI, if:

(i) Breach by CME. CME, Merger Sub 1 or Merger Sub 2 shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by CME, Merger Sub 1 or Merger Sub 2 prior to the Outside Date or is not cured by the earlier of (x) 30 days following written notice to CME, Merger Sub 1 or Merger Sub 2 by New JPI of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 9.3(a) (Representations and Warranties) or Section 9.3(b) (Performance of Obligations of CME, Merger Sub 1 and Merger Sub 2); provided that JPI or New JPI is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 9.2(a) (Representations and Warranties) or Section 9.2(b) (Performance of Obligations of JPI, New JPI and the Signing Stockholders) to be satisfied; or

(ii) Other Transactions. The GFI Merger Agreement is terminated in accordance with its terms.

Section 10.2 Effect of Termination. In the event of any termination of this Agreement as provided in Section 10.1 (Termination), the obligations of the Parties hereunder shall terminate and there shall be no liability on the part of any Party with respect thereto, except for the confidentiality provisions of Section 8.2 (Access to Information; Confidentiality) and the provisions of this Section 10.2 and Article XI (General Provisions), each of which shall remain in full force and effect; provided, however, that no Party shall be relieved or released from any liability or damages arising from a breach of any provision of this Agreement.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Survival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Effective Time, except for (i) those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Effective Time, (ii) the New JPI Identified Representations, which shall each survive until the expiration of the applicable statute of limitations with respect to the matters addressed in such representation and warranty, and (iii) this Article XI. From and after the Effective Time, each of JPI and each Signing Stockholder waives, and shall have no right of, any contribution from New JPI.

Section 11.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given on the date of delivery if delivered personally, by email (which is confirmed), or sent by a nationally recognized overnight courier service (providing proof of delivery). All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to CME, Merger Sub 1 or Merger Sub 2, to:

CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
Attention: General Counsel
Email: legalnotices@cmegroup.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Chicago, IL 60606
Attention: Rodd M. Schreiber, Esq.
Richard C. Witzel, Jr., Esq.
Email: Rodd.Schreiber@skadden.com
Richard.Witzel@skadden.com

If to JPI or New JPI, to:

Jersey Partners Inc.
PO Box 882
Bethpage, NY 11714
Attention: Robert Crossan
Email: Robert.Crossan@jerseypartnersinc.com

with a copy (which shall not constitute notice) to:

GFI Group Inc.
55 Water Street
New York, NY 10041
Attention: Christopher D'Antuono, Esq.
Email: christopher.dantuono@gfigroup.com

and

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey Poss, Esq.
Adam Turteltaub, Esq.
Email: jposs@willkie.com
aturteltaub@willkie.com

If to a Signing Stockholder, to the respective address set forth in Exhibit A hereto.

Section 11.3 Interpretation. When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings (including headings contained in parentheticals to Section and Article references) contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 11.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received counterparts thereof signed and delivered by the other Parties. Signatures transmitted electronically shall be accepted as originals for all purposes of this Agreement.

Section 11.5 Entire Agreement; Third Party Beneficiaries.

(a) This Agreement (including the Exhibits and the Parties' disclosure letters hereto), the Confidentiality Agreement, the GFI Merger Agreement, the IDB Transaction Agreement and the GFI Support Agreement (as defined in the GFI Merger Agreement) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

(b) This Agreement is not intended to and shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 11.9 (Extension; Waiver) without notice or liability to any other Person. The representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Accordingly, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 11.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 11.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 11.8 Amendment. This Agreement may be amended by the Parties, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with this Agreement by the stockholders of JPI or New JPI, but, after such approval, no amendment shall be made which by Law requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

Section 11.9 Extension; Waiver. At any time prior to the Effective Time, the Parties, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or, except as provided in Section 9.1(a), conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

Section 11.10 Governing Law and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF DELAWARE. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of or relating to this Agreement, the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.2 (Notices) or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.10(b).

Section 11.11 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they

are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

* * * * *

IN WITNESS WHEREOF, CME, Merger Sub 1, Merger Sub 2, JPI, New JPI and the Signing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

CME GROUP INC.

By: _____
Name:
Title:

CME ACQUISITION CORP.

By: _____
Name: Jamie Parisi
Title: Treasurer

CME ACQUISITION LLC

By: _____
Name: Jamie Parisi
Title: Treasurer

JERSEY PARTNERS INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

NEW JPI INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

CME Group Inc.

By: /s/ Kathleen M. Cronin
Name: Kathleen M. Cronin
Title: General Counsel

CHEETAH ACQUISITION CORP.

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Treasurer

CHEETAH ACQUISITION LLC

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Treasurer

/s/ Michael Gooch
Name: Michael Gooch

/s/ Nick Brown
Name: Nick Brown

/s/ Colin Heffron
Name: Colin Heffron

Exhibit A

Signing Stockholder Notice Addresses

To:

c/o Jersey Partners Inc.
PO Box 882
Bethpage, NY 11714

with a copy (which shall not constitute notice) to:

GFI Group Inc.
55 Water Street
New York, NY 10041
Attention: Christopher D'Antuono, Esq.
Email: Christopher.dantuono@gfigroup.com

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey Poss, Esq.
Adam Turteltaub, Esq.
Email: jposs@willkie.com
aturteltaub@willkie.com

Exhibit B

Stockholder Consent Agreement

Exhibit B

Stockholder Notice, Waiver, Agreement and Representation Form

Explanatory Note

Pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 30, 2014, by and among CME Group Inc., a Delaware corporation ("CME"), Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned CME subsidiary ("Merger Sub 1"), Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary ("Merger Sub 2"), Jersey Partners Inc., a New York corporation ("JPI"), New JPI Inc., a Delaware corporation ("New JPI"), and the other individuals signatory thereto, which are stockholders of JPI and New JPI (the "Signing Stockholders"), Merger Sub 1 will merge with and into New JPI, with New JPI as the surviving corporation (the "Initial Merger"), which will then merge with and into Merger Sub 2, with Merger Sub 2 surviving as a wholly-owned subsidiary of CME (the "Merger"). The consummation of the Merger has been approved by the affirmative vote of a requisite number of JPI and New JPI stockholders.

Each share of New JPI common stock, other than shares of New JPI common stock owned by New JPI and shares of New JPI common stock held by a holder who has not consented to the Initial Merger and who has demanded appraisal for such shares of New JPI common stock in accordance with Section 262 of the General Corporation Law of the State of Delaware, will be converted into, and will thereafter represent, the right to receive a fraction of a share of CME class A common stock (the "CME Class A Common Stock"), the numerator of which equals the aggregate number of shares of CME Class A Common Stock that would be payable if such shares were converted into the GFI Merger Consideration (as defined below) and the denominator of which equals the maximum number of shares of the common stock of New JPI that could be issued and outstanding immediately prior to the consummation of the Initial Merger following the F-Reorganization (as defined below) and without giving effect to the exercise of any appraisal rights or dissenters' rights in connection therewith. The "GFI Merger Consideration" is equal to the right to receive a fraction of a share of CME Class A Common Stock, the numerator of which equal $4.55 and the denominator of which equals the average of the closing sale prices of CME Class A Common Stock as reported on NASDAQ Global Select Market for the ten trading days ending upon and including the trading day immediately before the Merger.

In connection with the Merger and the Transactions (as defined below), each stockholder of JPI and New JPI, other than the Signing Stockholders, is being provided with this Stockholder Notice, Waiver, Agreement and Representation Form (the "Stockholder Form and Agreement").

Also in connection with the Merger, and prior to the consummation of the Merger, JPI, New JPI and their respective stockholders will undertake an internal reorganization pursuant to which New JPI will form Jersey Partners Holdings LLC, a Delaware limited liability company ("JPI Holdings"), which shall form JPI Merger Sub LLC, a Delaware limited liability company and a wholly-owned subsidiary of JPI Holdings ("JPI Merger Sub"), and JPI will merge with and into JPI Merger Sub in exchange for shares of New JPI. JPI Merger Sub will then distribute the shares of GFI Group Inc. owned by it (the "Transferred Shares") to JPI Holdings, which will distribute the Transferred Shares to New JPI so that New JPI will become the record and

beneficial owner of all of the Transferred Shares record and beneficially owned by JPI, and New JPI will then distribute all of its membership interests in JPI Holdings to the stockholders of New JPI such that following such steps the only assets of New JPI will be the Transferred Shares (the "F-Reorganization");

Prior to the Merger, GFI Group Inc., a Delaware corporation ("GFI"), will undertake an internal reorganization such that all assets and liabilities related to (i) the business of developing, marketing and licensing to customers a suite of electronic trading, information sharing, straight-through processing, clearing links and post-trade services for commodities, principally in the energy market, in each case as conducted by GFI and its subsidiaries (the "Trayport Business") and (ii) the business of developing, marketing and licensing to customers a suite of software that facilitates pricing, analytics, risk management, connectivity and straight-through processing and lifecycle management of foreign exchange options, as well as the sale or license of FENICS Business and IDB Business market data, in each case as conducted by GFI and its subsidiaries (the "FENICS Business") will be transferred to or retained by certain subsidiaries of GFI (the "Retained Subsidiaries"), and all other assets and liabilities will be transferred to or retained by certain other subsidiaries of GFI (the "IDB Subsidiaries") such that the Retained Subsidiaries will own all of the assets, properties and rights of the Trayport Business and FENICS Business and will not have any liabilities other than those exclusively related to the Trayport Business and FENICS Business (the "Pre-Closing Restructuring").

Immediately following the Merger, Commodore Acquisition Corp. ("Genesis Merger Sub 1"), a Delaware corporation and a wholly-owned CME subsidiary, will merge with and into GFI, which will then merge with and into Commodore Acquisition LLC, ("Genesis Merger Sub 2") a Delaware limited liability company and a wholly-owned CME Subsidiary (the "GFI Mergers"), pursuant to the terms of an Agreement and Plan of Merger, dated July 30,2014, by and among GFI, CME, Genesis Merger Sub 1 and Genesis Merger Sub 2 (the "GFI Merger Agreement"). Immediately following the completion of the GFI Mergers, GFI Brokers Holdco Ltd, a Bermuda limited liability company, will purchase from the surviving company of the GFI Mergers, the IDB Subsidiaries (the "IDB Transaction"), pursuant to the terms of a Purchase Agreement, dated July 30, 2014, by and among JPI, New JPI, IDB Buyer, CME and Genesis Merger Sub 2 (the "IDB Transaction Agreement").

Prior to the Merger, JPI, New JPI and each direct and indirect stockholder of IDB Buyer that beneficially owns the common stock of GFI will have executed a support agreement pursuant to which the parties thereto will agree to appear, or cause all such shares of GFI common stock they directly or indirectly own to be counted as present for purposes of calculating a quorum at all meetings of the GFI stockholders and vote, whether in person, by proxy or by delivering a written consent, in accordance with the terms of such agreement (the "Support Agreement" and together with the Merger, the F-Reorganization, the GFI Mergers, the Pre-Closing Restructuring and the IDB Transaction, the "Transactions").

The foregoing summary is intended to summarize only certain terms of the Transactions. It is not intended to provide, and does not contain, a summary of all the terms of the Transactions that may be significant to JPI and New JPI stockholders. JPI and New JPI stockholders should read the Merger Agreement, the GFI Merger Agreement and the IDB Transaction Agreement in their entirety, as they the legal document governing the Transactions.

New JPI
GFI Brokers Holdco Ltd
c/o GFI Group, Inc.
55 Water Street
New York, NY 10041
Attention: General Counsel
Email: Us_legal@gfigroup.com

BY COMPLETING AND RETURNING THIS STOCKHOLDER FORM AND AGREEMENT, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH CME, NEW JPI AND JPI. YOU SHOULD READ THIS STOCKHOLDER FORM AND AGREEMENT AND ALL OF THE RELATED DOCUMENTS CAREFULLY BEFORE COMPLETING AND RETURNING A STOCKHOLDER FORM AND AGREEMENT.

CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
Attention: General Counsel
Email: legalnotices@cmegroup.com

GFI Brokers Holdco Ltd
c/o GFI Group, Inc.
55 Water Street
New York, NY 10041
Attention: General Counsel
Email: Us_legal@gfigroup.com

Ladies and Gentlemen:

In connection with the Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 30, 2014, by and among CME Group Inc., a Delaware corporation ("CME"), Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned CME subsidiary ("Merger Sub 1"), Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned CME Subsidiary ("Merger Sub 2"), Jersey Partners Inc., a New York corporation ("JPI"), New JPI Inc., a Delaware corporation ("New JPI"), and the other individuals signatory hereto, which are stockholders of JPI and New JPI, the undersigned hereby represents, warrants, covenants and agrees as follows (capitalized terms not otherwise defined in this Stockholder Form and Agreement shall have the meaning ascribed to them in the Merger Agreement):

1. **Consent**. The undersigned hereby consents to and approves the Transactions.

2. **Representations and Warranties**.

   (a) The undersigned has all requisite power and authority to execute and deliver this Stockholder Form and Agreement and to perform its obligations hereunder. This Stockholder Form and Agreement has been duly and validly executed and delivered by the undersigned and is a legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

   (b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by the undersigned in connection with the delivery of this Stockholder Form and Agreement by the undersigned.

   (c) The undersigned: (i) is receiving the CME Class A Common Stock in the Merger for investment purposes only for its own account and not with any

view toward a distribution thereof; (ii) has no contract, undertaking, agreement or arrangement with any Person to transfer to such Person or any other Person such CME Class A Common Stock received in the Merger; and (iii) has no present plans or intention to enter into any such contract, undertaking, agreement or arrangement with respect to any of the foregoing.

(d) The undersigned acknowledges receipt of the Information Statement as provided by JPI and New JPI, including a copy of the Merger Agreement and any notices of appraisal rights required by the General Corporation Law of the State of Delaware ("DGCL") or the New York Business Corporation Law ("NYBCL"). The undersigned further acknowledges that he, she or it has carefully read and understands the Information Statement, the Merger Agreement, such notices and this Stockholder Form and Agreement, and has received information with respect to all matters he, she or it considers material to his, her or its decision to make its investment in the CME Class A Common Stock. The undersigned further acknowledges that he, she or it: (i) has relied solely upon his, her or its own investigation, (ii) has considered and evaluated the risks and merits of investing in the CME Class A Common Stock, and has determined that the CME Class A Common Stock is a suitable investment for him, her or it; (iii) can bear the economic risk of its investment in the CME Class A Common Stock and can afford a complete loss of his, her or its entire investment in the CME Class A Common Stock; and (iv) is knowledgeable and experienced in evaluating investments and experienced in financial and business matters, and is capable of considering and evaluating the merits and risks of investing in the CME Class A Common Stock.

(e) The undersigned acknowledges that the shares of CME Class A Common Stock he, she or it is receiving in the Merger have not been registered under the Securities Act or any state or foreign securities laws and that such shares of CME Class A Common Stock may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to (i) the terms of an effective registration statement under the Securities Act (including pursuant to Section 8.11 of the Merger Agreement) and registration under any applicable state or foreign securities Laws or (ii) pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities laws, and such shares of CME Class A Common Stock will bear a legend making reference to the foregoing restrictions.

(f) The undersigned is not a "foreign person" within the meaning of Section 1445 of the Code and the Treasury Regulations thereunder. Such Signing Stockholder is a person eligible to own the stock of an S corporation under Section 1361 of the Code.

3. **Merger Consideration**. The undersigned understands that subject to the terms of the Merger Agreement, it will become entitled to the Merger Consideration payable pursuant to the Merger Agreement. The undersigned further (1) covenants and agrees that the payment of the Merger Consideration provided for in the Merger Agreement is in full and complete satisfaction and discharge of any and all rights or claims of the undersigned in respect of the undersigned's shares of JPI Common Stock or New JPI Common Stock or any right to acquire equity securities of JPI or New JPI and (2) covenants and agrees that, upon payment of the Merger Consideration in accordance with the terms of the Merger Agreement, neither CME, JPI or New JPI, nor their respective affiliates will have any further liabilities or obligations with respect to such shares of common stock or any right to acquire equity securities of JPI or New JPI after the Effective Time.

4. **Waiver of Appraisal Rights**. The undersigned hereby waives any appraisal or dissenters' rights with respect to any of the undersigned's shares of (i) JPI Common Stock under the NYBCL or (ii) the New JPI Common Stock under the DGCL, whether or not the undersigned has previously made a written demand upon JPI or New JPI and otherwise complied with the appraisal rights provisions of the DGCL or NYBCL. The undersigned acknowledges and agrees that such waiver is irrevocable prior to a termination of the Merger Agreement.

5. **Certain Other Waivers**. The undersigned hereby waives any right of first refusal, right of first offer and any similar rights afforded to the undersigned under that certain Stockholders Agreement, dated as of January 1, 2000, by and among JPI and its stockholders in connection with the Transactions. The undersigned acknowledges and agrees that such waiver is irrevocable prior to a termination of the Merger Agreement.

6. **Covenants**.

   (a) Except pursuant to the F-Reorganization Steps Plan with respect to the shares of JPI Common Stock, from the date of the Merger Agreement until the Effective Time, the undersigned shall not, directly or indirectly, sell, transfer, assign, subject to a Lien, encumber or otherwise surrender, relinquish, or dispose of any shares of JPI Common Stock or New JPI Common Stock. Any such direct or indirect sale, transfer, assignment, Lien, encumbrance or other surrender shall be null and void.

   (b) The undersigned shall not issue any press release or otherwise make any public statement or disclosure concerning any Party or any Party's business, financial conditions or results of operation without the consent of the Party, which consent shall not be unreasonably withheld, conditioned or delayed.

   (c) The undersigned agrees to execute and deliver such agreements, documents and instruments and to take such other action as may be reasonably required by JPI in order to carry out the Transactions.

7. **Agreement Regarding Registration Rights**. The undersigned acknowledges and agrees to be bound by the covenants and agreements applicable to Signing Stockholders set forth in Section 8.11 of the Merger Agreement.

8. **Miscellaneous**. None of CME, JPI or New JPI or any other person shall be under any obligation to notify you of any defect in a Stockholder Form and Agreement. The validity, enforceability, interpretation, and construction of this agreement shall be determined in accordance with the laws of the state of Delaware. This agreement shall be binding upon the undersigned and the undersigned's heirs, executors, administrators, successors and assigns, as the case may be. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be on and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, I have hereunto signed this Stockholder Form and Agreement as of .

By: _____

Name:

Exhibit 99.3

Execution Version

PURCHASE AGREEMENT

AMONG

COMMODORE ACQUISITION LLC,

GFI BROKERS HOLDCO LTD,

CME GROUP INC. (solely for purposes of Article IX),

JERSEY PARTNERS INC. (solely for purposes of Article IX)

AND

NEW JPI INC. (solely for purposes of Article IX)

DATED AS OF JULY 30, 2014

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PURCHASE AGREEMENT

This Purchase Agreement, dated as of July 30, 2014 (this "Agreement"), is made and entered into among Commodore Acquisition LLC, a Delaware limited liability company ("Seller"), GFI Brokers Holdco Ltd, a Bermuda limited company ("IDB Buyer"), CME Group Inc., a Delaware corporation ("CME") (solely for purposes of Article IX), Jersey Partners Inc., a New York corporation ("JPI") (solely for purposes of Article IX), and New JPI Inc., a Delaware corporation ("New JPI") (solely for purposes of Article IX). Seller, IDB Buyer, JPI and New JPI are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms have the meanings given to them in Section 1.1.

RECITALS

WHEREAS, the respective boards of directors of Seller and IDB Buyer have determined that the Transactions, upon the terms and subject to the conditions set forth herein, are consistent with, and will further, their respective business strategies and goals;

WHEREAS, prior to the Closing, GFI Group Inc., a Delaware corporation ("GFI"), will undertake an internal reorganization (i) pursuant to which any and all (a) assets of the IDB Business and (b) liabilities of any kind or nature relating to, arising out of or in connection with the IDB Business will be transferred to or retained by, as applicable, the GFI Subsidiaries that, after giving effect to such reorganization, will own and operate the IDB Business (such Subsidiaries, after giving effect to such reorganization, the "IDB Subsidiaries," and the other GFI Subsidiaries, after giving effect to such reorganization, collectively with GFI, the "Seller Retained Subsidiaries"), and (ii) following which the Seller Retained Subsidiaries will own the assets of the Trayport Business and the FENICS Business and will not have any liabilities other than those exclusively related to, arising out of or in connection with the Trayport Business and the FENICS Business, all in accordance with the Pre-Closing Reorganization Steps Plan (as defined in the GFI Merger Agreement) and the terms of the GFI Merger Agreement (the "Pre-Closing Reorganization");

WHEREAS, immediately prior to the Closing, following an "F-Reorganization" of JPI pursuant to which New JPI will become the record and Beneficial Owner of all of the shares of GFI Common Stock Beneficially Owned by JPI, Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned Subsidiary of CME, will merge with and into New JPI, which will then merge with and into Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned Subsidiary of CME (the "JPI Mergers"), each in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth in the definitive merger agreement providing for the JPI Mergers (the "JPI Merger Agreement");

WHEREAS, immediately following the JPI Mergers and immediately prior to the Closing, Commodore Acquisition Corp., a Delaware corporation and a wholly-owned Subsidiary of CME, will merge with and into GFI, which will then merge with and into Seller, a wholly-owned Subsidiary of CME (the "GFI Mergers"), each in accordance with the applicable provisions of the DGCL and the DLLCA and upon the terms and subject to the conditions set forth in the definitive merger agreement providing for the GFI Mergers (the "GFI Merger Agreement");

WHEREAS, immediately following the GFI Mergers and at the Closing, IDB Buyer (or its assignee pursuant to Section 9.6) will purchase from Seller, and Seller will sell, transfer and assign to IDB Buyer (or its assignee pursuant to Section 9.6), all of Seller's right, title and interest in and to all of the issued and outstanding Securities of the IDB Subsidiaries (the "Purchased Interests"), and IDB Buyer (or its assignee pursuant to Section 9.6) will assume from Seller the Assumed Liabilities, all upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, JPI and New JPI desire to guarantee the obligations of IDB Buyer hereunder, all upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, CME desires to guarantee the obligations of Seller hereunder, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINED TERMS; THE MERGERS

Section 1.1 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

"Affiliate" means, with respect to any Person, at the time of determination, another Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Alternative Financing" has the meaning set forth in Section 5.16(d).

"Ancillary Agreements" means the IDB Market Data Service Agreement, Commercial Agreements, Pledge Agreement, Transition Services Agreement and Escrow Agreement.

"Antitrust Division" has the meaning set forth in Section 5.2(a).

"Antitrust Laws" has the meaning set forth in Section 5.2(a).

"Assumed Liabilities" has the meaning set forth in Section 2.2.

"Available Cash" has the meaning set forth in the GFI Merger Agreement.

"Beneficial Owner" means, with respect to a Security, any Person who, directly or indirectly, through any contract, relationship or otherwise, has or shares (i) the power to vote, or to direct the voting of, such Security or (ii) the power to dispose of, or to direct the disposition of, such Security, and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 under the Exchange Act, and the terms "Beneficially Owned" and "Beneficial Ownership" shall be construed accordingly.

"Burdensome Condition" has the meaning set forth in Section 5.2(d).

"Business Day" means any day except Saturday or Sunday on which commercial banks are not required or authorized to close in the City of Chicago, Illinois or the City of New York, New York.

"Cap" has the meaning set forth in Section 8.3(b).

"Change of Control" means any bona-fide acquisition by an unaffiliated third party, whether by purchase, merger, consolidation, reorganization or other similar business combination transaction, of all or substantially all of the assets or voting securities of the IDB Subsidiaries, taken as a whole.

"Claim Notice" has the meaning set forth in Section 8.2(d)(i).

"Clayton Act" means the Clayton Antitrust Act of 1914, as amended, and the rules and regulations promulgated thereunder.

"Closing" has the meaning set forth in Section 2.5.

"Closing Balance Sheets" has the meaning set forth in Section 2.7(a).

"Closing Date" has the meaning set forth in Section 2.5.

"CME" has the meaning set forth in the Preamble.

"CME Class A Common Stock" has the meaning set forth in the GFI Merger Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Commercial Agreements" has the meaning set forth in Section 2.5(a)(iii).

"Commitment Letter" has the meaning set forth in Section 3.11(a).

"Compliance Failure" has the meaning set forth in Section 5.15.

"Confidentiality Agreement" has the meaning set forth in Section 5.1(b).

"Consent" has the meaning set forth in Section 5.9(b).

"Constituent Documents" means with respect to any entity, its certificate or articles of association or incorporation, bylaws and any similar charter or other organizational documents of such entity.

"Continuing Employee" has the meaning set forth in the GFI Merger Agreement.

"Debt Commitment Letter" has the meaning set forth in Section 3.11(a).

"Debt Financing" has the meaning set forth in Section 3.11(a).

"Debt Financing Documents" has the meaning set forth in Section 5.16(b).

"Deductible" has the meaning set forth in Section 8.3(a).

"Defense Notice" has the meaning set forth in Section 8.2(d)(ii)(1).

"Delayed Pre-Closing Proceeding" has the meaning set forth in Section 5.14.

"DGCL" has the meaning set forth in the Recitals.

"Disclosed Conditions" has the meaning set forth in Section 3.11(e).

"Dispute Notice" has the meaning set forth in Section 2.7(b).

"Disputed Item" has the meaning set forth in Section 2.7(b).

"DLLCA" has the meaning set forth in the Recitals.

"Due Date" has the meaning set forth in Section 5.7(a)(ii).

"Entity Registrations and Approvals" has the meaning set forth in Section 5.2(c).

"Equity Rights" means, with respect to any Person, any security or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, warrants, calls, restricted stock, deferred stock awards, stock units, phantom awards, dividend equivalents, or commitments relating to, or any stock appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, Securities or earnings of such Person.

"Escrow Agent" means Wells Fargo Bank, National Association.

"Escrow Agreement" has the meaning set forth in Section 2.4.

"Estimated Available Cash Allocation" has the meaning set forth in Section 2.6.

"Estimated Closing Certificate" has the meaning set forth in the GFI Merger Agreement.

"Excess Cash Amount" has the meaning set forth in Section 2.6(c).

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Expenses" has the meaning set forth in Section 5.4.

"Fee Letter" means any fee letter entered into in connection with the Debt Commitment Letter.

"FENICS Business" has the meaning set forth in the GFI Merger Agreement.

"Final Available Cash Allocation" has the meaning set forth in Section 2.7(e).

"Final GFI Consolidated Return" has the meaning set forth in Section 5.7(a)(ii).

"Final Tax Allocation" has the meaning set forth in Section 5.7(g).

"Financing Source" means the Persons, agents and arrangers that have committed to provide, arrange or have otherwise entered into agreements (including any Debt Commitment Letter), in each case, in connection with arranging or providing all or any part of the Debt Financing or any Alternative Financing in connection with the transactions contemplated hereby, and any joinder agreements, indentures or credit agreements entered into pursuant thereto, including the Lenders, together with their Affiliates, officers, directors, employees, controlling persons, agents and representatives involved in the Debt Financing and their respective successors and assigns.

"Foreign Competition Laws" has the meaning set forth in Section 3.4(b).

"FTC" has the meaning set forth in Section 5.2(a).

"GAAP" means U.S. generally accepted accounting principles.

"GFI" has the meaning set forth in the Recitals.

"GFI Benefit Plan" has the meaning set forth in the GFI Merger Agreement.

"GFI Common Stock" has the meaning set forth in the GFI Merger Agreement

"GFI Consolidated Returns" means the U.S. consolidated Pre-Closing Tax Returns of the GFI Group and any similar Tax Returns required to be filed by the GFI Group under state or local Law.

"GFI Group" means the consolidated group of which GFI was the common parent within the meaning of Section 1504 of the Code (or any analogous provisions of state or local Law) as of the Closing Date.

"GFI Financial Statements" has the meaning set forth in the GFI Merger Agreement.

"GFI Mergers" has the meaning set forth in the Recitals.

"GFI Merger Agreement" has the meaning set forth in the Recitals.

"GFI RSU" has the meaning set forth in the GFI Merger Agreement.

"GFI SEC Documents" has the meaning set forth in the GFI Merger Agreement.

"GFI Stock Option" has the meaning set forth in the GFI Merger Agreement.

"GFI Stock Plan" has the meaning set forth in the GFI Merger Agreement.

"Governmental Entity" means any supranational, national, state, commonwealth, province, territory, county, municipal, district or local government (including any subdivision, court, administrative agency or commission or other authority thereof), governmental official (such as a state attorney general), or any other supranational, governmental, intergovernmental, quasi-governmental authority, body, department or organization, including the SEC, European Union, Commodity Futures Trading Commission, UK Financial Conduct Authority, or any state or banking securities bureau or department, or any regulatory body appointed by any of the foregoing, in each case in any jurisdiction.

"HSR Act" has the meaning set forth in Section 3.4(b).

"IDB Business" has the meaning set forth in the GFI Merger Agreement.

"IDB Buyer" has the meaning set forth in the Preamble.

"IDB Buyer Assumed Benefit Arrangements" has the meaning set forth in Section 5.8(a).

"IDB Buyer Closing Balance Sheet" has the meaning set forth in Section 2.7(a).

"IDB Buyer Disclosure Letter" has the meaning set forth in Article III.

"IDB Buyer Guaranteed Obligations" has the meaning set forth in Section 9.11(a).

"IDB Buyer Identified Representations" means Section 3.1, Section 3.2, Section 3.3, Section 3.4(a)(i), Section 3.5(a), Section 3.5(c), Section 3.10(b), Section 3.10(c), Section 3.14 and Section 3.16.

"IDB Buyer Indemnified Parties" has the meaning set forth in Section 8.2(b).

"IDB Buyer Related Party" means IDB Buyer, the IDB Subsidiaries, their respective Affiliates and its and their respective Affiliates' respective officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

"IDB Buyer Responsible Taxes" means any Taxes of the IDB Subsidiaries (including Taxes that relate to items of income, gain, loss, deduction and credit of the IDB Subsidiaries and are imposed on GFI or Seller as a result of having been included in an affiliated, combined, consolidated, or unitary group that includes one or more IDB Subsidiaries), any Taxes of JPI or New JPI, the IDB Pass-Through Taxes and any Taxes imposed on Seller, GFI or the Seller

Retained Subsidiaries under Treasury Regulations Section 1.1502-6 (and any corresponding provisions of state, local or foreign Law) as a result of being a member of any consolidated, unitary, combined or similar group (other than the GFI Group) for any Pre-Closing Tax Period or the portion of any Straddle Period that ends on the Closing Date.

"IDB Confidential Information" means all information and data that any IDB Subsidiary maintains as confidential relating to the IDB Business, including customer and supplier lists, pricing information, marketing plans, market studies, client development plans, business acquisition plans, Intellectual Property and all other information or data.

"IDB Market Data Service Agreement" has the meaning set forth in Section 2.5(a)(ii).

"IDB Option" has the meaning set forth in Section 5.9(a).

"IDB Pass-Through Taxes" means any Taxes attributable to any Pre-Closing Tax Period and, in the case of any Straddle Period, the portion of any Taxes which relate to the portion of such Straddle Period ending on and including the Closing Date and which (i) are not yet paid as of the Closing Date, (ii) are payable by GFI (or Seller as its successor) or Seller Retained Subsidiaries and (iii) are attributable to any income, gain or other taxable item recognized by a Pass-Through IDB Subsidiary and includible in the income of the GFI Group.

"IDB Permits" has the meaning set forth in Section 3.9(a).

"IDB RSU" has the meaning set forth in Section 5.9(a).

"IDB Subsidiaries" has the meaning set forth in the Recitals.

"Indemnified Party" has the meaning set forth in Sections 8.2(d)(i).

"Indemnifying Party" has the meaning set forth in Sections 8.2(d)(i).

"Indemnity Claim" has the meaning set forth in Section 8.1(d).

"Independent Accountant Arbitrator" has the meaning set forth in Section 2.7(c).

"Individual Registrations" has the meaning set forth in Section 5.2(c).

"Intellectual Property" means (i) trademarks, service marks, trade names, internet domain names, designs, logos, slogans and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing; (ii) patents and patent applications; (iii) copyrights (including any registrations and applications for any of the foregoing); (iv) computer programs (including any and all software implementation of algorithms, models and methodologies, whether in source code or object code), databases and compilations (including any and all data and collections of data) and all documentation (including user manuals and training materials) relating to any of the foregoing; and (v) technology, trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models and methodologies.

"Intercreditor Agreement" has the meaning set forth in Section 2.5(a)(vi).

"IRS" means the Internal Revenue Service.

"JPI" has the meaning set forth in the Preamble.

"JPI Merger Agreement" has the meaning set forth in the Recitals.

"JPI Mergers" has the meaning set forth in the Recitals.

"Knowledge of IDB Buyer" means the actual knowledge, after reasonable due inquiry, of the individuals listed on Section 1.1 of the IDB Buyer Disclosure Letter as of the date hereof.

"Law" (and with the correlative meaning "Laws") means any rule, regulation, statute, statutory instrument, Order, ordinance or code promulgated by any Governmental Entity, including any common law, state and federal law, securities law, derivatives law, commodities law and law of any foreign jurisdictions.

"Lenders" has the meaning set forth in Section 3.11(a).

"Liens" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), other charge or security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Losses" has the meaning set forth in Section 8.2(a).

"Material Adverse Effect" means, with respect to IDB Buyer or the IDB Subsidiaries, any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (a) would reasonably be expected to prevent or materially impair or delay the ability of IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary to perform their obligations under this Agreement or to consummate the Transactions or (b) has been, or would reasonably be expected to be, materially adverse to the business, assets, properties, liabilities, results of operations or financial condition of the IDB Subsidiaries taken as a whole, except to the extent that such event, occurrence, fact, condition, change, development or effect results from (i) general economic or regulatory conditions or changes therein, (ii) financial or security market fluctuations or conditions, (iii) changes in or events affecting the industries or markets in which the IDB Subsidiaries operate, (iv) any effect arising out of a change in GAAP or Law, (v) the announcement or pendency of this Agreement and the Transactions or the identity of Seller, other than for purposes of Section 3.4 (No Violations; Consents and Approvals), including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensors, licensees, lenders, partners, employees or regulators, (vi) changes in the market price or trading volume of GFI Common Stock on the New York Stock Exchange (provided that this clause (vi) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (vii) any failure by the IDB Subsidiaries to meet any

estimates or outlook of revenues or earnings or other financial projections (provided that this clause (vii) shall not prevent a determination that any events, occurrences, facts, conditions, changes, developments or effects underlying such changes have resulted in a Material Adverse Effect unless such events, occurrences, facts, conditions, changes, developments or effects are otherwise excepted by this definition), (viii) natural disasters or (ix) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack occurring prior to, on or after the date hereof, except, in the case of clauses (i), (ii), (iii), (iv), (viii) and (ix) above, to the extent the IDB Subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the businesses and industries in which the IDB Subsidiaries operate.

"New Debt Commitment Letter" has the meaning set forth in Section 5.16(d).

"New JPI" has the meaning set forth in the Preamble.

"Notices" has the meaning set forth in Section 5.2(c).

"Order" means any charge, order, writ, injunction, judgment, decree, ruling, subpoena, determination, directive, award or settlement, whether civil, criminal or administrative and whether formal or informal, of any executive body, Governmental Entity or Self-Regulatory Organization.

"Outside Date" has the meaning set forth in Section 7.1(b)(i).

"Party" or "Parties" has the meaning set forth in the Preamble.

"Pass-Through IDB Subsidiary" means an IDB Subsidiary that is treated as "fiscally transparent" within the meaning Treasury Regulation Section 1.894-1(d)(3) under the Law of any relevant jurisdiction or any other IDB Subsidiary to the extent Seller, GFI, or any Seller Retained Subsidiary is required to include all or a part of the income of such IDB Subsidiary in its taxable income pursuant to Sections 951 through 959 or 1291 through 1298 of the Code (or any analogous provisions of state, local or foreign Law).

"Person" means an individual, corporation, limited liability company, company, body corporate, partnership (whether or not having separate legal personality), association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Pledge Agreement" has the meaning set forth in Section 2.5(a)(iv).

"Post-Closing Tax Period" means all taxable periods of the IDB Subsidiaries beginning after the Closing Date.

"Pre-Closing Proceedings" means Proceedings involving third parties initiated or threatened in writing prior to the Closing to which GFI, JPI, New JPI or any of their respective Affiliates is a party, other than Proceedings exclusively relating to Public Deal Proceedings.

"Pre-Closing Reorganization" has the meaning set forth in the Recitals.

"Pre-Closing Tax Period" means all taxable periods of the IDB Subsidiaries ending on or before the Closing Date.

"Pre-Closing Tax Return" means a Tax Return related to a Pre-Closing Tax Period.

"Proceeding" means any action, suit, claim, litigation, proceeding, arbitration, investigation, audit or controversy (whether at law or in equity, before or by any Governmental Entity or Self-Regulatory Organization or before any arbitrator).

"Proposed Tax Allocation" has the meaning set forth in Section 5.7(g).

"Public Deal Proceedings" means any Proceeding by or on behalf of the stockholders of GFI directly relating to, arising out of or in connection with the Transactions.

"Purchase Price" has the meaning set forth in Section 2.3.

"Purchased Interests" has the meaning set forth in the Recitals.

"Regulatory Approvals" has the meaning set forth in Section 5.2(c).

"Regulatory Authority" has the meaning set forth in Section 5.2(c).

"Representatives" has the meaning set forth in Section 5.1(a).

"Restraints" has the meaning set forth in Section 6.1(b).

"Sale and Assumption" has the meaning set forth in Section 2.5.

"SEC" has the meaning set forth in the GFI Merger Agreement.

"Securities" means, with respect to any Person, any series of common stock or preferred stock, any ordinary shares or preferred shares and any other equity securities, capital stock, partnership, membership or similar interest of such Person, and any securities that are convertible, exchangeable or exercisable into any such stock or interests, however described and whether voting or non-voting.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Self-Regulatory Organization" means any U.S. or foreign commission, board, agency or body that is not a Governmental Entity but is charged with regulating its own members through the adoption and enforcement of financial, sales practice and other requirements for brokers, dealers, securities underwriting or trading, stock exchanges, swap execution facilities, commodity exchanges, commodity intermediaries, electronic communications networks, insurance companies or agents, investment companies or investment advisers.

"Seller" has the meaning set forth in the Preamble.

"Seller Closing Balance Sheet" has the meaning set forth in Section 2.7(a).

"Seller Guaranteed Obligations" has the meaning set forth in Section 9.12(a).

"Seller Indemnified Parties" has the meaning set forth in Section 8.2(a).

"Seller Related Party" means Seller and its officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

"Seller Retained Businesses" means the Trayport Business and the FENICS Business.

"Seller Retained Subsidiaries" has the meaning set forth in the Recitals.

"Senior Notes due 2018" has the meaning set forth in the GFI Merger Agreement.

"Sherman Act" means the Sherman Antitrust Act of 1890, as amended, and the rules and regulations promulgated thereunder.

"Straddle Period" means any taxable period beginning before the Closing Date and ending after the Closing Date.

"Straddle Period Tax Return" means a Tax Return related to a Straddle Period.

"Subsidiary" (and with the correlative meaning "Subsidiaries"), when used with respect to any Person, means any other Person, whether incorporated or unincorporated, of which (i) more than 50% of the Securities or other ownership interests or (ii) Securities or other interests having by their terms power to elect or appoint more than 50% of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

"Trayport & FENICS Confidential Information" means all information and data that any Seller Retained Subsidiary maintains as confidential relating to the Trayport Business and FENICS Business, including customer and supplier lists, pricing information, marketing plans, market studies, client development plans, business acquisition plans, Intellectual Property and all other information or data.

"Takeover Proposal" has the meaning set forth in Section 5.3(b).

"Tangible Common Equity" has the meaning set forth in the GFI Merger Agreement.

"Tax" (and with the correlative meaning "Taxes") means (i) any U.S. federal, state, local or foreign net income, franchise, gross income, sales, use, value added, goods and services, ad valorem, turnover, real property, personal property, gross receipts, net proceeds, license, capital stock, payroll, employment, unemployment, disability, withholding, social security (or similar), excise, severance, transfer, alternative or add-on minimum, stamp, estimated, registration, fuel, occupation, premium, environmental, excess profits, windfall profits taxes or other tax of any kind and similar charges, fees, levies, imposts, duties, tariffs, licenses or other assessments, together with any interest and any penalties, additions to tax or additional amounts imposed with respect

thereto by any Taxing Authority or Governmental Entity, (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, transferor liability, successor liability or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other agreement to indemnify any other person (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

"Tax Benefit" has the meaning set forth in Section 8.3(c).

"Tax Consideration" has the meaning set forth in Section 5.7(g).

"Tax Contest" has the meaning set forth in Section 5.7(d).

"Tax Return" means any return, report, declaration, election, estimate, information statement, claim for refund or other document (including any amendment to any of the foregoing) filed or required to be filed with respect to Taxes.

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity.

"Third Party Claim" has the meaning set forth in Section 8.2(d)(i).

"Transactions" means the transactions contemplated by (i) the JPI Merger Agreement (including the F-Reorganization (as defined therein) and the JPI Mergers), (ii) the GFI Merger Agreement (including the Pre-Closing Reorganization and the GFI Mergers), (iii) this Agreement (including the Sale and Assumption) and (iv) the GFI Support Agreement (as defined in the GFI Merger Agreement).

"Transition Services Agreement" has the meaning set forth in Section 2.5(a)(v).

"Trayport Business" has the meaning set forth in the GFI Merger Agreement.

"U.S." means the United States of America.

"U.S.-Foreign Tax Allocation" has the meaning set forth in Section 5.7(g).

"Working Capital" has the meaning set forth in the GFI Merger Agreement.

ARTICLE II

PURCHASE AND SALE; ASSUMPTION OF ASSUMED LIABILITIES

Section 2.1 Purchase and Sale of the Purchased Interests. Upon the terms and subject to the conditions of this Agreement, at the Closing, IDB Buyer shall purchase from Seller, and Seller shall sell, transfer and assign to IDB Buyer, all of Seller's right, title and interest to the Purchased Interests.

Section 2.2 Assumption of Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing IDB Buyer shall, and effective as of the Closing IDB Buyer hereby does, assume and agree to pay, perform, fulfill and discharge, and shall pay, perform, fulfill and discharge, as they become due, any and all liabilities, obligations or commitments, of any nature whatsoever, whether known or unknown, contingent or otherwise, relating to (i) Pre-Closing Proceedings, (ii) IDB RSUs and (iii) IDB Buyer Assumed Benefit Arrangements (collectively, the "Assumed Liabilities").

Section 2.3 Purchase Price. In consideration for the sale, transfer and assignment of the Purchased Interests to IDB Buyer and the other covenants and agreements contemplated hereby, IDB Buyer shall (i) pay to Seller an amount in cash equal to $165,000,000 (the "Purchase Price") and (ii) assume the Assumed Liabilities.

Section 2.4 Payment of Purchase Price. On or prior to the Closing Date, Seller and IDB Buyer shall enter into an escrow agreement with the Escrow Agent, *inter alios*, substantially in the form attached hereto as Exhibit A (the "Escrow Agreement"). Prior to the consummation of the JPI Mergers, IDB Buyer shall deposit with the Escrow Agent cash in immediately available funds sufficient to pay the Purchase Price at the Closing. At the Closing, the Escrow Agent shall pay to Seller on behalf of IDB Buyer the Purchase Price in cash by wire transfer of immediately available funds in accordance with the terms of the Escrow Agreement and Section 6.2(e).

Section 2.5 Closing. The closing (the "Closing") of the purchase and sale of the Purchased Interests and assumption of the Assumed Liabilities (the "Sale and Assumption") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606, or at such other place as Seller and IDB Buyer may agree in writing. The day on which the Closing takes place is referred to herein as the "Closing Date." Subject to the provisions of this Agreement, unless otherwise mutually agreed upon by Seller and IDB Buyer, Seller and IDB Buyer shall cause the Closing to occur immediately following the GFI Mergers; provided that, notwithstanding the foregoing, IDB Buyer shall not be required to consummate the Transactions contemplated hereby prior to the date that is 120 days after the date of this Agreement.

(a) Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered, to IDB Buyer:

(i) stock powers or transfers in favor of IDB Buyer for the Purchased Interests directly held by a Seller Retained Subsidiary, duly executed by such Seller Retained Subsidiary;

(ii) a counterpart of the IDB Market Data Service Agreement substantially in the form attached hereto as Exhibit B (the "IDB Market Data Service Agreement"), duly executed by Seller;

(iii) a counterpart of the Commercial Agreements substantially in the form attached hereto as Exhibit C (the "Commercial Agreements"), duly executed by Seller and the other parties signatory thereto;

(iv) a counterpart of the Pledge Agreement substantially in the form attached hereto as Exhibit D (the "Pledge Agreement"), duly executed by Seller;

(v) a counterpart of the Transition Services Agreement, substantially in the form attached hereto as Exhibit E (the "Transition Services Agreement"), duly executed by Seller;

(vi) a counterpart of Intercreditor Agreement, substantially in the form attached hereto as Exhibit G (the "Intercreditor Agreement"), duly executed by the Seller;

(vii) the certificates referred to in Section 6.3(a) and Section 6.3(b).

(b) Deliveries by IDB Buyer. At the Closing, IDB Buyer shall deliver, or cause to be delivered, to Seller:

(i) evidence, satisfactory in form and substance to Seller, that the board of directors of GFI Holdings Limited has resolved to approve registration of the transfer referred to in Section 2.5(a)(i) (subject only to it being duly stamped);

(ii) a counterpart of the IDB Market Data Service Agreement, duly executed by IDB Buyer;

(iii) a counterpart of the Commercial Agreements, duly executed by IDB Buyer or a permitted assignee pursuant to Section 9.6;

(iv) a counterpart of the Pledge Agreement, duly executed by the pledgor thereunder;

(v) a counterpart of the Transition Services Agreement, duly executed by IDB Buyer;

(vi) a counterpart of the Intercreditor Agreement, duly executed by IDB Buyer, Jefferies Finance LLC and MNC Holdco LLC; and

(vii) the certificates referred to in Section 6.2(a) and Section 6.2(b).

Section 2.6 Estimated Available Cash Allocation. At the Closing, the amount of Available Cash set forth in the Estimated Closing Certificate (which shall be promptly delivered to IDB Buyer following receipt thereof from GFI) shall be allocated in the following order, in the manner determined by Seller consulting in advance with and reasonably incorporating the views of IDB Buyer (the "Estimated Available Cash Allocation"):

(a) an amount equal to the sum of (i) either $40,000,000 or, if GFI makes its January 2015 principal and interest payment on the Senior Notes due 2018 prior to the Closing, $35,300,000 plus (ii) any amount required to be paid by CME or any CME Subsidiary as of or following the effective time of the GFI Mergers pursuant to Section 6.8(b) of the GFI Merger Agreement with respect to D & O Insurance (as defined therein) shall be transferred to or retained by, as applicable, the Seller Retained Subsidiaries;

(b) an amount equal to the positive difference, if any, of (i) $1,200,000 minus (ii) the amount of Working Capital set forth in the Estimated Closing Certificate shall be transferred to or retained by, as applicable the Seller Retained Subsidiaries;

(c) to the extent there is remaining Available Cash after the foregoing allocations, all such Available Cash shall be transferred to or retained by, as applicable, the IDB Subsidiaries unless (i) Tangible Equity is equal to or greater than $214,117,655 and (ii) the amount of such remaining Available Cash exceeds $190,986,509, in which case, the lesser amount of such remaining Available Cash in excess of $190,986,509 or Tangible Equity in excess of $214,117,655, shall be transferred to or retained by, as applicable, the Seller Retained Subsidiaries (such amount, the "Excess Cash Amount")

Illustrative examples of the calculation of the Excess Cash Amount, if any, are set forth in Section 1.1(c) of the GFI Disclosure Letter (as defined in the GFI Merger Agreement).

Section 2.7 Post-Closing Adjustment.

(a) Within 90 days following the Closing Date, Seller shall prepare and deliver to IDB Buyer a consolidated balance sheet of the Seller Retained Subsidiaries as of the Closing (giving effect to the Estimated Available Cash Allocation) (the "Seller Closing Balance Sheet"), which shall be prepared in conformity with GAAP applied on a basis consistent with the preparation of, and using the same accounting methods, policies, practices, procedures and estimation methods as those used in the preparation of the balance sheet for the fiscal year ended December 31, 2013, included in the GFI Financial Statements, and which shall include a calculation of Available Cash at the Seller Retained Subsidiaries and Working Capital derived from the items and amounts on such balance sheet. Within 90 days following the Closing Date, IDB Buyer shall prepare and deliver to Seller a consolidated balance sheet of IDB Buyer and the IDB Subsidiaries as of the Closing (giving effect to the Estimated Available Cash Allocation) (the "IDB Buyer Closing Balance Sheet" and together with the Seller Closing Balance Sheet, the "Closing Balance Sheets"), which shall be prepared in conformity with GAAP applied on a basis consistent with the preparation of, and using the same accounting methods, policies, practices, procedures and estimation methods as those used in the preparation of the balance sheet for the fiscal year ended December 31, 2013, included in the GFI Financial Statements, and which shall include a calculation of Available Cash at the IDB Subsidiaries and Tangible Common Equity, in each case derived from the items and amounts on such balance sheet. The Parties agree that the purpose of preparing the Closing Balance Sheets and determining the Available Cash, Working Capital and Tangible Common Equity and the related adjustment contemplated by this Section 2.7 is to

measure the amount of Available Cash, Working Capital and Tangible Common Equity and such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of preparing the Closing Balance Sheets or determining Available Cash, Working Capital and Tangible Common Equity.

(b) Following delivery of the Seller Closing Balance Sheet and the IDB Buyer Closing Balance Sheet and prior to the deadline for delivering a Dispute Notice, each of Seller and IDB Buyer will provide the other Party and its Representatives with reasonable access to the books and records, personnel and related work papers of Seller or IDB Buyer, as applicable, in connection with such other Party's review of the Seller Closing Balance Sheet or the IDB Buyer Closing Balance Sheet, as applicable. Each of Seller and IDB Buyer shall have 45 days after the later delivery of the Seller Closing Balance Sheet or IDB Buyer Closing Balance Sheet in which to provide to the other Party a notice setting forth, in detail, any good faith dispute as to any item or amount reflected in the Seller Closing Balance Sheet (including the calculations of Available Cash and Working Capital set forth therein) or the IDB Buyer Closing Balance Sheet (including the calculations of Available Cash and Tangible Common Equity set forth therein), as applicable, and the basis for such dispute together with such Party's calculation of such item or amount in dispute (the "Dispute Notice", and each item or amount on the Dispute Notice, a "Disputed Item"). Other than the Disputed Items, each Party shall be deemed to have accepted all items and amounts contained in the Seller Closing Balance Sheet or the IDB Buyer Closing Balance Sheet, as applicable, delivered by the other Party pursuant to Section 2.7(a).

(c) For 30 days after the later delivery of the Dispute Notice by Seller or IDB Buyer, Seller and IDB Buyer shall endeavor in good faith to resolve by mutual agreement all Disputed Items. If, for any reason, Seller and IDB Buyer are unable to resolve any Disputed Item within such 30 day period, Seller and IDB Buyer shall engage Deloitte & Touche LLP (the "Independent Accountant Arbitrator") to make a determination as to the Disputed Items; provided that if the Independent Accountant Arbitrator is unable or unwilling to serve in this capacity, then Seller and IDB Buyer shall within 14 days after the end of such 30 day period agree on an alternate independent accounting firm or in default thereof such selection shall be made pursuant to the rules of the American Arbitration Association, which accounting firm shall be the "Independent Accountant Arbitrator" hereunder. The fees, costs and expenses of the Independent Accountant Arbitrator will be borne by Seller and IDB Buyer in relative proportion to the amount by which the aggregate calculation of the Disputed Items by each of them differs from the calculation to be made by the Independent Accountant Arbitrator.

(d) If there is a referral to the Independent Accountant Arbitrator, each of Seller and IDB Buyer agrees, if requested by the Independent Accountant Arbitrator, to execute a reasonable engagement letter and shall submit to the Independent Accountant Arbitrator not later than ten Business Days after its appointment, a written statement summarizing its position on the Disputed Items, together with such supporting documentation as it deems necessary. The Independent Accountant Arbitrator shall act as an arbitrator to determine, based solely on the materials submitted and presentations by Seller and IDB Buyer, and not by independent review, only the Disputed Items that have not been settled by negotiation, and its determination with respect to each Disputed Item shall be an amount within the range established with respect to such Disputed Item by Seller's or IDB Buyer's calculation in the Seller Closing Balance Sheet or IDB

Buyer Closing Balance Sheet, as applicable, on the one hand, and the applicable Dispute Notice, on the other hand. Seller and IDB Buyer shall instruct the Independent Accountant Arbitrator to render its decision within 30 days of its appointment or as soon thereafter as is reasonably practicable. The decision/award of the Independent Accountant Arbitrator as to the Disputed Items shall be final and binding on, and shall not be subject to appeal by, Seller and IDB Buyer or any other Person, and may be entered and enforced as provided in Section 9.9.

(e) No later than 30 days following the later of the final determination of the Seller Closing Balance Sheet (and the calculations of Available Cash and Working Capital set forth therein) or the IDB Buyer Closing Balance Sheet (and the calculations of Available Cash and Tangible Common Equity set forth therein) (such items being "final" after giving effect to the items and amounts accepted or deemed to have been accepted by either Seller or IDB Buyer, Disputed Items settled by negotiation and Disputed Items finally determined by the Independent Accountant Arbitrator; such final calculations being the "Final Available Cash Allocation"), the following adjustments shall be effected:

(i) if any of the amounts that were transferred or retained by the IDB Subsidiaries at Closing as provided in the Estimated Available Cash Allocation were in excess of the corresponding amounts that should have been transferred or retained by the IDB Subsidiaries as provided in the Final Available Cash Allocation, then IDB Buyer shall (or shall cause the applicable IDB Subsidiaries to) pay the amount of such excess(es) to Seller.

(ii) if any of the amounts that were transferred or retained by the Seller Retained Subsidiaries as provided in the Estimated Available Cash Allocation were in excess of the corresponding amounts that should have been transferred or retained by the Seller Retained Subsidiaries as provided in the Final Available Cash Allocation, then Seller shall (or shall cause the applicable Seller Retained Subsidiaries to) pay the amount of such excess(es) to IDB Buyer. Notwithstanding the foregoing and for the avoidance of doubt, in no event shall Seller be required to pay an amount in excess of the Excess Cash Amount.

Section 2.8 Direct Holders of Purchased Interests.

(a) Seller shall cause each Seller Retained Subsidiary that is a direct equityholder of Purchased Interests to take any and all action to sell, transfer and assign the Purchased Interests to IDB Buyer at the Closing. References in Section 2.1 (Purchase and Sale of the Purchased Interests) to the obligations of Seller to sell, transfer and assign to IDB Buyer all of Seller's right, title and interest to the Purchased Interests, shall be read as obligations of Seller to procure that the applicable Seller Retained Subsidiary makes such sale, transfer and assignment to IDB Buyer.

(b) Any payment of the Purchase Price, or any payment under Section 5.7(h) (Tax Indemnity), Section 8.2 (Indemnification) or any other indemnification provision, shall, to the extent that it relates to entities comprising the Purchased Interests or any of their respective Subsidiaries, be received or made by Seller acting on behalf of such entities or other applicable Seller Indemnified Party.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF IDB BUYER

Except as (i) set forth in the corresponding Sections or Subsections of a disclosure letter delivered to Seller by IDB Buyer prior to the execution of this Agreement (the "IDB Buyer Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of IDB Buyer Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure (other than with respect to Section 3.7(b) (Absence of Certain Changes), which shall not be subject to or qualified by the information set forth in any Section or Subsection of the IDB Buyer Disclosure Letter other than Section 3.7(b) (Absence of Certain Changes) thereof)) or (ii) solely with respect to Sections 3.6 through 3.10(a), disclosed in the GFI SEC Documents filed with the SEC pursuant to the Exchange Act since January 1, 2014 and at least three Business Days prior to the date of this Agreement, excluding any disclosures set forth in any Section entitled "Risk Factors" or "Forward-Looking Statements" or in any other Section to the extent they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature, IDB Buyer represents and warrants to Seller as follows:

Section 3.1 Organization.

(a) IDB Buyer is a limited company duly formed, validly existing and in good standing under the laws of Bermuda and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. IDB Buyer is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect.

(b) IDB Buyer was formed solely for the purposes of engaging in the Transactions, has engaged in no other activities and has conducted its operations only in connection with the Transactions or as otherwise contemplated by this Agreement. IDB Buyer has no liabilities and is not a party to any agreement other than this Agreement and agreements with respect to its formation and the appointment of registered agents, counsel, advisors and similar matters.

Section 3.2 IDB Subsidiaries.

(a) Section 3.2(a) of IDB Buyer Disclosure Letter sets forth (i) the IDB Subsidiaries, (ii) the number of authorized, allotted, issued and outstanding Securities of each IDB Subsidiary, (iii) each IDB Subsidiary's jurisdiction of incorporation or organization and (iv) the location of each IDB Subsidiary's principal executive offices. Each IDB Subsidiary is a corporation or company limited by shares duly incorporated or a limited liability company, partnership or other entity duly organized and is validly existing and, to the extent such concept or a similar concept exists in the relevant jurisdiction, in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has all requisite corporate or other power and authority, as the case may be, to own, lease and operate its properties and assets

and to carry on its business in all material respects as currently conducted. Each IDB Subsidiary is qualified or licensed to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect.

(b) Following the GFI Mergers and immediately prior to the Closing, Seller shall be, directly or indirectly, the record and Beneficial Owner of all of the outstanding Securities of each IDB Subsidiary, free and clear of any Liens and free of any other limitation or restriction (including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities other than those imposed under federal or state securities laws). All of such Securities have been duly authorized, validly issued, fully paid and, where applicable, are non-assessable (and no such Securities have been issued in violation of any preemptive or similar rights).

(c) There are no preemptive or similar rights on the part of any holder of any class of Securities of any IDB Subsidiary. No IDB Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the holders of any class of Securities of any IDB Subsidiary on any matter submitted to such holders of Securities. There are no other outstanding Equity Rights with respect to the Securities of any IDB Subsidiary. There are no outstanding contractual obligations of any IDB Subsidiary to repurchase, redeem or otherwise acquire any Securities of any IDB Subsidiary. There are no proxies, voting trusts or other agreements or understandings to which any IDB Subsidiary is a party or is bound with respect to the voting of the Securities of any IDB Subsidiary.

Section 3.3 Authorization.

(a) IDB Buyer has all requisite corporate or similar power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate or similar action, and no other corporate or similar proceedings on the part of IDB Buyer are necessary for it to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by IDB Buyer and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of IDB Buyer, enforceable against IDB Buyer in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) After giving effect to the Closing and the consummation of the Transactions, IDB Buyer and the IDB Subsidiaries, on a consolidated basis, shall be solvent, as such term is defined, applied and interpreted under applicable Law.

Section 3.4 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by each of IDB Buyer, JPI and New JPI does not, and the consummation by each of IDB Buyer, JPI, New JPI, the IDB Subsidiaries and the Seller Retained Subsidiaries of the Transactions will not: (i) conflict with any provisions of the Constituent Documents of IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiaries; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 3.4(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary is a party or by which IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary or any of their respective assets or properties may be bound; (iv) result in the creation or imposition of any Lien upon any properties or assets of IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary or (v) cause the suspension or revocation of any IDB Permit or any material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of IDB Buyer's, JPI's, New JPI's and the Seller Retained Subsidiaries' respective businesses or ownership of their respective assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiaries in connection with the execution or delivery of this Agreement by IDB Buyer, Seller, JPI and New JPI or the consummation by IDB Buyer, JPI, New JPI, the IDB Subsidiaries or the Seller Retained Subsidiaries of the Transactions, except for (i) compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (ii) any required filings or notifications under any foreign antitrust merger control Laws (the "Foreign Competition Laws") set forth in Section 3.4(b)(ii) of the IDB Buyer Disclosure Letter, and (iii) the Regulatory Approvals and Notices as set forth in Section 3.4(b)(iii) of the IDB Buyer Disclosure Letter.

Section 3.5 Assets and Liabilities. Immediately following the consummation of the Transactions and after giving effect thereto:

(a) the IDB Subsidiaries will not have any assets, properties or rights which, taken together with the rights contractually obtained pursuant to the Ancillary Agreements, are necessary for the conduct or operation of the Seller Retained Businesses in the manner as currently conducted or currently proposed to be conducted by GFI and its Subsidiaries;

(b) the IDB Subsidiaries will not require any assets, properties or rights of the Seller Retained Businesses to conduct and operate the IDB Business in the manner as currently conducted or currently proposed to be conducted by GFI and its Subsidiaries;

(c) none of the Seller Retained Subsidiaries will have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise, and whether or not required to be disclosed or reflected on or reserved against in a consolidated balance sheet of the Seller Retained Subsidiaries, of any kind other than those exclusively related to, arising out of or in connection with the Trayport Business or the FENICS Business; and

(d) the IDB Business will not have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise, and whether or not required to be disclosed or reflected on or reserved against in a consolidated balance sheet of the IDB Business, of any kind related to, arising out of or in connection with the Seller Retained Subsidiaries.

Section 3.6 Absence of Undisclosed Liabilities. The IDB Subsidiaries do not have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise required by GAAP to be disclosed, reflected on, or reserved against in a consolidated balance sheet of the IDB Subsidiaries, except for (a) liabilities disclosed, reflected on or reserved against in GFI's consolidated balance sheet as of December 31, 2013 (or the notes thereto) included in the GFI Financial Statements, (b) liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2013, (c) liabilities incurred pursuant to, or in connection with, this Agreement or (d) liabilities that do not constitute a Material Adverse Effect.

Section 3.7 Absence of Certain Changes. Since January 1, 2014 through the date hereof, (a) the IDB Subsidiaries have in all material respects conducted their respective businesses only in the ordinary course consistent with past practice except as contemplated hereunder (including actions and transactions related to the Transactions) and (b) there has not been a Material Adverse Effect.

Section 3.8 Litigation. (a) As of the date hereof, there is no Proceeding pending, threatened in writing, affecting, or, to the Knowledge of IDB Buyer, threatened against any IDB Subsidiary, or their respective properties or rights or any of their respective current or former directors, officers, employees or contractors (in their capacities as such or relating to their services or relationship to any IDB Subsidiary) except as do not constitute a Material Adverse Effect, (b) there is no Order of any Governmental Entity, Self-Regulatory Organization or arbitrator outstanding against any IDB Subsidiary except as do not constitute a Material Adverse Effect and (c) there is no Proceeding pending or, to the Knowledge of IDB Buyer, threatened against IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary, which seeks to, or could reasonably be expected to, restrain, enjoin or delay the consummation of any of the Transactions or which seeks damages in connection therewith, and no injunction of any type has been entered or issued.

Section 3.9 Compliance with Laws.

(a) Except as do not constitute a Material Adverse Effect, (i) each of the IDB Subsidiaries hold all material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are required for the lawful conduct of their respective businesses or ownership

of their respective assets and properties (the "IDB Permits"), (ii) all IDB Permits are in full force and effect and none of the IDB Permits have been withdrawn, revoked, suspended or cancelled nor is any such withdrawal, revocation, suspension or cancellation pending or, to the Knowledge of IDB Buyer, threatened and (iii) each of the IDB Subsidiaries is, and since January 1, 2011, has been in compliance with the terms of the IDB Permits.

(b) None of the IDB Subsidiaries is in violation of and, to the Knowledge of IDB Buyer, no written notice has been given of any violation of, any applicable Law or the applicable rules of any Self-Regulatory Organization, except for any violations that do not constitute a Material Adverse Effect.

Section 3.10 Intellectual Property.

(a) To the Knowledge of IDB Buyer, the conduct of the business of each IDB Subsidiary as conducted in the past three years or as currently conducted by GFI and the GFI Subsidiaries does not infringe upon or misappropriate, and has not infringed upon, misappropriated, any Intellectual Property rights of any other Person.

(b) GFI and the GFI Subsidiaries have good and valid title to, and immediately following the consummation of the Transactions and after giving effect thereto, the Seller Retained Subsidiaries will have good and valid title to, or valid right to use, all material Intellectual Property of the Seller Retained Businesses, free and clear of Liens other than restrictions and other similar encumbrances, which, in the aggregate, are not substantial in amount and which do not in any case materially interfere with the use or materially detract from the value of such Intellectual Property.

(c) To the Knowledge of IDB Buyer, the Intellectual Property of the Seller Retained Subsidiaries, taken together with the rights contractually obtained pursuant to this Agreement and the Ancillary Agreements, constitutes, and immediately following the consummation of the Transactions and after giving effect thereto will constitute, all the Intellectual Property required to conduct and operate the Seller Retained Businesses in all material respects in the manner as currently conducted or currently proposed to be conducted by GFI and the GFI Subsidiaries.

Section 3.11 Financing.

(a) IDB Buyer has delivered to Seller true, correct and complete copies of the fully executed (i) debt commitment letter between Jefferies Finance LLC (collectively with the other lenders party thereto on the date hereof, the "Lenders"), and GFI Holding Co Inc., a Delaware corporation and indirect parent of IDB Buyer, dated as of the date hereof, including all exhibits, schedules, term sheets, annexes and amendments thereto, all in effect as of the date of this Agreement (the "Commitment Letter") and (ii) fee letter referenced in the Commitment Letter (the "Fee Letter") in effect as of the date of this Agreement (the Commitment Letter and such Fee Letter, collectively, the "Debt Commitment Letter"), pursuant to which, and subject to the terms and conditions thereof, the Lenders have committed to lend the amounts set forth therein to IDB Buyer for the purpose of funding the transactions contemplated by this Agreement, to pay expenses to be paid by IDB Buyer relating to the Transactions and for the other purposes set forth therein (the "Debt Financing"); provided, however, that solely in the case of the Fee Letter, true, correct and complete copies have been delivered to Seller redacted in a manner that is usual and customary for transactions of this type.

(b) The Debt Commitment Letter, in the form provided to Seller by IDB Buyer, is, or in the case of a Debt Commitment Letter entered into after the date of this Agreement (but if entered into after the date hereof, only to the extent entered into in compliance with Section 5.16(d)) will be, in full force and effect and is, or in the case of a Debt Commitment Letter entered into after the date of this Agreement will be, legal, valid and binding obligations of IDB Buyer and its Affiliates party thereto, and to the Knowledge of IDB Buyer, each of the other parties thereto, enforceable in accordance with their respective terms. As of the date of this Agreement, no Debt Commitment Letter or any commitment thereunder has been withdrawn, terminated, repudiated, rescinded, waived, amended, restated, supplemented or modified in any respect, orally or in writing, and as of the date of this Agreement no such withdrawal, termination, repudiation, rescission, waiver, amendment, restatement, supplement or modification is contemplated by IDB Buyer or any of its Affiliates, or to the Knowledge of IDB Buyer, any other counterparty thereto.

(c) As of the date of this Agreement, neither IDB Buyer nor any of its Affiliates nor, to the Knowledge of IDB Buyer, any other counterparty thereto has committed any breach of any of its covenants or other obligations set forth in, or is in default under, the Debt Commitment Letter, and to the Knowledge of IDB Buyer no event has occurred or circumstance exists that, with or without notice, lapse of time or both, would or would reasonably be expected to (i) constitute or result in a breach or default under the Debt Commitment Letter on the part of IDB Buyer or any other party to the Debt Commitment Letter, (ii) constitute or result in a failure to satisfy a condition precedent or other contingency set forth in the Debt Commitment Letter, (iii) make any of the assumptions or any of the statements set forth in the Debt Commitment Letter inaccurate in any material respect or (iv) otherwise result in any portion of the Debt Financing not being available. As of the date of this Agreement, IDB Buyer has not received any notice or other communication from any party to the Debt Commitment Letter with respect to (i) any actual or potential breach or default under the Debt Commitment Letter on the part of IDB Buyer or any other party to the Debt Commitment Letter, (ii) any actual or potential failure to satisfy any condition precedent or other contingency set forth in the Debt Commitment Letter or (iii) any intention of such party to terminate the Debt Commitment Letter or to not provide all or any portion of the Debt Financing. To the Knowledge of IDB Buyer (both before and after giving effect to any “market flex” provisions contained in the Debt Commitment Letter): (x) IDB Buyer will be able to satisfy on a timely basis each term and condition relating to the closing or funding of the Debt Financing; (y) no fact, occurrence, circumstance or condition exists that would reasonably be expected to (1) cause the Debt Commitment Letter to terminate, to be withdrawn, modified, repudiated or rescinded or to be or become ineffective, (2) cause any of the terms or conditions relating to the closing or funding of any portion of the Debt Financing not to be met or complied with or (3) otherwise cause the full amount (or any portion) of the funds contemplated to be available under the Debt Commitment Letter to not be available to IDB Buyer on a timely basis (and in any event as of the Closing); and (z) no potential impediment exists to the funding of any of the payment obligations of IDB Buyer under this Agreement. IDB Buyer has fully paid any and all commitment fees or other fees or deposits required by the Debt Commitment Letter to be paid on or before the date of this Agreement, and IDB Buyer will pay when due all other commitment or other fees arising under the Debt Commitment Letter as and when they become payable.

(d) The aggregate net proceeds from the Debt Financing (both before and after giving effect to any "market flex" provisions contained in the Debt Commitment Letter) constitute all of the financing required for the consummation of the transactions contemplated by this Agreement and are sufficient in amount to provide IDB Buyer with the funds necessary to consummate the transactions contemplated hereby and to satisfy its obligations under this Agreement, including to pay the Purchase Price, and to pay all fees, costs and expenses to be paid by IDB Buyer related to the transactions contemplated by this Agreement, including such fees and expenses relating to the Debt Financing.

(e) There are no, and there will not be any, conditions precedent or other contingencies related to the obligation of any party to the Debt Commitment Letter to fund the full amount (or any portion) of the Debt Financing, including any condition or other contingency relating to the availability of the Debt Financing pursuant to any "market flex" provisions, other than as expressly set forth in the Debt Commitment Letter as in effect on the date hereof (the "Disclosed Conditions"). Other than the Disclosed Conditions, no Financing Source or other Person has any right to impose, and IDB Buyer has no obligation to accept, any condition precedent to any funding of the Debt Financing nor any reduction to the aggregate amount available under the Debt Commitment Letter (nor any term or condition which could have the effect of reducing the aggregate amount available under the Debt Commitment Letter). There are no side letters and (except for the Debt Commitment Letter) there are no agreements, contracts, arrangements or understandings, whether written or oral, with any Lender, Financing Source or other Person relating to the Debt Financing or the Debt Commitment Letter (including any that could affect the availability of the Debt Financing). Other than as set forth in the Debt Commitment Letter delivered to Seller prior to the date hereof, there are no conditions precedent relating to the funding of the full amount of the Debt Financing that would, or could reasonably be expected to, (i) impair the validity of the Debt Commitment Letter, (ii) reduce the aggregate amount of the Debt Financing, (iii) prevent or delay the consummation of the transactions contemplated hereby, (iv) cause the Debt Commitment Letter to be ineffective, or (v) otherwise result in the Debt Financing not being available on a timely basis in order to consummate the transactions contemplated hereby.

Section 3.12 IDB RSUs.

(a) The treatment of each IDB RSU as contemplated by Section 5.9 is permissible under the terms of the GFI Stock Plan and the award agreement under which it was issued, and each Consent described in Section 5.9(b)(i) has been duly entered into and is a valid and binding obligation of the parties thereto.

(b) Section 3.12(b) of the IDB Buyer Disclosure Letter sets forth a true, correct and complete list as of the date hereof of all holders of IDB RSUs presently employed or engaged in Australia, China, Dubai, Israel, Japan, Philippines, Singapore or Switzerland.

Section 3.13 Affiliate Transactions. Section 3.13 of the IDB Buyer Disclosure Letter sets forth a true, correct and complete list of all contracts, agreements, commitments and arrangements between any Seller Retained Subsidiary, on the one hand, and any IDB Buyer Related Party, on the other hand, that has any material rights and/or obligations in effect after the Closing, other than such contracts, agreements, commitments and arrangements contemplated by the Transactions.

Section 3.14 Representations and Warranties in the Merger Agreements. To the Knowledge of IDB Buyer, the representations and warranties of (i) GFI contained in Exhibit F and (ii) JPI and New JPI contained in the JPI Merger Agreement are true and correct.

Section 3.15 Investment Purpose. IDB Buyer is acquiring the Purchased Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. IDB Buyer acknowledges that the Purchased Interests have not been registered under the Securities Act or any state or foreign securities Laws and that the Purchased Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act or an applicable exemption therefrom and subject to state and foreign securities Laws, as applicable. IDB Buyer is able to bear the economic risk of holding the Purchased Interests for an indefinite period (including total loss of its investment) and has sufficient knowledge and expertise in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Interests.

Section 3.16 Brokers. No Person, other than the Lenders in their capacity as such, is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Party in connection with the Transactions based upon arrangements made by or on behalf of IDB Buyer, JPI, New JPI, any IDB Subsidiary or any Seller Retained Subsidiary.

Section 3.17 No Reliance. IDB BUYER TAKES THE PURCHASED INTERESTS, THE OWNERSHIP OF THE IDB SUBSIDIARIES AND THE ASSUMED LIABILITIES AS IS AND WHERE IS WITH ALL FAULTS AND ALL DEFECTS. NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SELLER, ANY OF THE IDB SUBSIDIARIES, ANY OF THE SELLER RETAINED SUBSIDIARIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED AS TO THE PURCHASED INTERESTS, THE IDB SUBSIDIARIES OR THE ASSUMED LIABILITIES. IDB BUYER IS NOT RELYING ON, AND IDB BUYER DISCLAIMS THE EXISTENCE OF, ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE PURCHASED INTERESTS, THE IDB SUBSIDIARIES OR THE ASSUMED LIABILITIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE STATEMENTS IN THIS SECTION 3.17 SHALL SURVIVE THE CLOSING INDEFINITELY.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to IDB Buyer as follows:

Section 4.1 Organization.

(a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite limited liability company power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted.

(b) Seller was formed solely for the purposes of engaging in the Transactions, has engaged in no other activities and has conducted its operations only in connection with the Transactions or as otherwise contemplated by this Agreement. Seller has no liabilities and is not a party to any agreement other than this Agreement and agreements with respect to its formation and the appointment of registered agents, counsel, advisors and similar matters.

Section 4.2 Authorization; Board Approval. Seller has all requisite limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary limited liability company actions and no other limited liability company proceedings on the part of Seller are necessary for Seller to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Seller and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 4.3 No Violations. The execution and delivery of this Agreement by Seller does not and the consummation by Seller of the Transactions will not (a) conflict with any provisions of the Constituent Documents of Seller or (b) to the knowledge of Seller, violate any Law applicable to Seller prior to the consummation of the Transactions.

Section 4.4 Litigation. As of the date hereof, there is no Proceeding pending or, to the Knowledge of CME (as defined in the GFI Merger Agreement), threatened against CME or any Subsidiary of CME (including Seller), which would reasonably be expected to restrain, enjoin or delay the consummation of any of the Transactions, and no injunction of any type has been entered or issued.

Section 4.5 Brokers. No Person other than Barclays Capital Inc. is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by CME or any of its Affiliates (which for the purposes of this Section 4.5 shall not include GFI or any of its Affiliates) in connection with the Transactions based upon arrangements made by or on behalf of CME or any of its Affiliates (which for the purposes of this Section 4.5 shall not include GFI or any of its Affiliates).

Section 4.6 No Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV, SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OR REPRESENTATION AS TO VALUE, CONDITION, MERCHANTABILITY OR SUITABILITY). FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HAS NOT MADE, IS NOT MAKING AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE PURCHASED INTERESTS, THE IDB SUBSIDIARIES OR THE ASSUMED LIABILITIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE STATEMENTS IN THIS SECTION 4.6 SHALL SURVIVE THE CLOSING INDEFINITELY.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Access to Information; Confidentiality.

(a) From the Closing until the seventh anniversary of the Closing Date, each of Seller and IDB Buyer shall not, and shall cause its respective Affiliates and officers, directors, employees, accountants, counsel, financial advisors, consultants, financing sources and other advisors or representatives (including its depositories, custodians, service providers and outsourcing partners that hold or maintain records for such Party) (collectively, "Representatives") not to, destroy or otherwise dispose of any books, records or other information relating to, in the case of Seller, the IDB Subsidiaries or, in the case of IDB Buyer, the Seller Retained Subsidiaries without first providing the other Party reasonable advance notice with respect to such destruction or other disposition and a reasonable opportunity to take possession of such books, records and information. During such time period, each of Seller and IDB Buyer shall, and shall cause its respective Affiliates and Representatives to, (1) reasonably make available to the other Party and its Representatives copies of the books, records or other information relating to, in the case of Seller, the IDB Subsidiaries or, in the case of IDB Buyer, the Seller Retained Subsidiaries, (2) respond promptly to the reasonable requests of the other Party and its Representatives for information relating to, in the case of Seller, the IDB Subsidiaries or, in the case of IDB Buyer, the Seller Retained Subsidiaries, including in connection with Taxes, Public Deal Proceedings and Pre-Closing Proceedings and (3) promptly make available its personnel and the personnel of its Affiliates and Representatives regarding the foregoing, to the extent such activities are at reasonable times and places and do not substantially interfere with the performance of their employment duties.

(b) IDB Buyer agrees it shall be bound to the confidentiality agreement, dated as of October 2, 2013, by and between GFI and CME (the "Confidentiality Agreement"), as if it was a signatory thereto in the same capacity as CME thereunder, which shall continue in full force and effect in accordance with its terms. If the Closing occurs, such confidentiality agreement shall terminate at such time.

(c) From and after the Closing, IDB Buyer shall not, and IDB Buyer shall cause the IDB Subsidiaries and its and their respective Representatives not to, divulge or convey to any third party any Trayport & FENICS Confidential Information; provided, however, that any such Person may furnish such portion (and only such portion) of Trayport & FENICS Confidential Information as such Person reasonably determines they are legally obligated to disclose if: (i) they

receive a request to disclose all or any part of the Trayport & FENICS Confidential Information under the terms of a subpoena, civil investigative demand or order issued by or for the benefit of a Governmental Entity or Self-Regulatory Organization; (ii) to the extent not inconsistent with such request and permissible under applicable Law, the recipient notifies Seller of the existence, terms and circumstances surrounding such request and consults with Seller on the advisability of taking steps available under applicable Law to resist or narrow such request; (iii) the recipient discloses only that portion of the Trayport & FENICS Confidential Information as it reasonably determines they are legally obligated to disclose; and (iv) the recipient cooperates with Seller and otherwise exercises its reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Trayport & FENICS Confidential Information required to be disclosed pursuant to a subpoena, civil investigative demand or order.

(d) From and after the Closing, Seller shall not, and Seller shall cause the Seller Retained Subsidiaries and its and their respective Representatives not to, divulge or convey to any third party any IDB Confidential Information; provided, however, that any such Person may furnish such portion (and only such portion) of IDB Confidential Information as such Person reasonably determines they are legally obligated to disclose if: (i) they receive a request to disclose all or any part of the IDB Confidential Information under the terms of a subpoena, civil investigative demand or order issued by or for the benefit of a Governmental Entity or Self-Regulatory Organization; (ii) to the extent not inconsistent with such request and permissible under applicable Law, the recipient notifies IDB Buyer of the existence, terms and circumstances surrounding such request and consults with IDB Buyer on the advisability of taking steps available under applicable Law to resist or narrow such request; (iii) the recipient discloses only that portion of the IDB Confidential Information as it reasonably determines they are legally obligated to disclose; and (iv) the recipient cooperates with Seller and otherwise exercises its reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the IDB Confidential Information required to be disclosed pursuant to a subpoena, civil investigative demand or order.

Section 5.2 Consents, Approvals, Registrations and Notices.

(a) Subject to the terms and conditions of this Agreement, each of Seller and IDB Buyer will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the Transactions, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents necessary and appropriate to consummate the Transactions and to continue to carry out the business of the IDB Subsidiaries in substantially the same manner as carried out prior to the GFI Mergers. In furtherance and not in limitation of the foregoing, each of Seller and IDB Buyer shall (i) make or cause to be made the filings required of such party under the HSR Act and the Foreign Competition Laws with respect to the Transactions as promptly as practicable after the date of this Agreement, (ii) comply at the earliest practicable date with any request under the HSR Act for additional information, documents or other materials received by such party from the Federal Trade Commission ("FTC"), the Antitrust Division of the U.S. Department of Justice (the "Antitrust Division") or by any other Governmental Entity (including under any Foreign Competition Laws) in respect of such filings or such Transaction and (iii) act in good faith and reasonably cooperate with the other Party in

connection with any such filings and in connection with resolving any investigation or other inquiry of any such agency or other Governmental Entity under any of the HSR Act, the Foreign Competition Laws, the Sherman Act, the Clayton Act and any other Laws or Orders that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws") with respect to any such filing or any such Transaction. To the extent not prohibited by applicable Law, the Parties shall use reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transactions. Each Party shall give each other reasonable prior notice of any substantive communication with, and any proposed understanding, undertaking or agreement with, any Governmental Entity regarding any such filings or any such Transaction. No Party shall independently participate in any meeting, or engage in any substantive conversation, with any Governmental Entity in respect of any such filings, investigation or other inquiry without giving the other Parties prior notice of the meeting or conversation and, unless prohibited by such any Governmental Entity, the opportunity to attend or participate. The Parties contemplate that as a general matter both Seller and IDB Buyer shall be represented at in-person meetings with any Governmental Entity. The Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to the HSR Act, the Foreign Competition Laws or other Antitrust Laws.

(b) Without limiting the obligations of Seller and IDB Buyer under Section 5.2(a), each of Seller and IDB Buyer shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the Transactions under the Antitrust Laws. In connection therewith and subject to Section 5.2(a), if any Proceeding is instituted (or threatened to be instituted) challenging any Transaction as inconsistent with or violative of any Antitrust Law, each of Seller and IDB Buyer shall cooperate and use its reasonable best efforts vigorously to contest and resist (by negotiation, litigation or otherwise) any such Proceeding and to have vacated, lifted, reversed or overturned any Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the Transactions, unless Seller reasonably and in good faith determines, in its sole discretion, that litigation is not in its best interests. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 5.2(b) shall limit the right of a Party to terminate this Agreement pursuant to Section 7.1 (Termination), so long as such Party has until that time complied in all material respects with its obligations under this Section 5.2. Each of Seller and IDB Buyer shall use its reasonable best efforts to take such action as may be required to cause the expiration of the notice periods or to obtain the necessary approvals under the HSR Act, the Foreign Competition Laws or any other Antitrust Laws with respect to the Transactions as promptly as possible after the execution of this Agreement.

(c) Without limiting the obligations of IDB Buyer under Section 5.2(a), as promptly as reasonably practicable after signing of this Agreement, IDB Buyer agrees to, and to cause its Affiliates and its and their respective principals, directors, officers, employees and agents to (i) obtain and maintain, as of and after the Closing Date of the Transactions, in full force and effect, in respect of IDB Buyer, all registrations, licenses, permits, approvals, membership agreements, exemptive orders and regulatory or judicial orders other than with respect to an Antitrust Law ("Entity Registrations and Approvals") of any foreign, local, state or federal

Governmental Entity, Self-Regulatory Organization, clearing house, depository (including the Depository Trust & Clearing Corporation) and exchange (a "Regulatory Authority") that are necessary or appropriate in order for the IDB Subsidiaries to conduct the business as currently conducted; (ii) ensure that all registrations, licenses, permits, approvals, membership agreements, exemptive orders and regulatory or judicial orders applicable to directors, officers, principals, employees or agents other than with respect to any Antitrust Law ("Individual Registrations") of IDB Buyer or its Affiliates of any Regulatory Authority set forth in Section 6.1(a)(iii) of the IDB Buyer Disclosure Letter or that are necessary or appropriate, in IDB Buyer's reasonable judgment, for them to conduct, after the Closing, the business they conducted or supervised immediately prior to the Closing are in effect and apply to such persons in their new status as employees or agents of IDB Buyer; (iii) ensure that all notices, filings and acknowledgements other than with respect to an Antitrust Law ("Notices") set forth in Section 6.1(a)(iv) of the IDB Buyer Disclosure Letter or that are necessary or appropriate, in Buyer's reasonable judgment, to be filed with or provided to or obtained from any Regulatory Authority in order to the consummate the Transactions have been filed, provided or obtained and that all related waiting periods in respect of such Notices have terminated as of the Closing Date; and (iv) ensure that all Notices set forth in Section 6.1(a)(iv) of the IDB Buyer Disclosure Letter or that are necessary or appropriate, in IDB Buyer's reasonable judgment, to be filed with or provided to or obtained from any Regulatory Authority in order for IDB Buyer and/or any of its Affiliates to carry out its business after the Closing have been filed, provided or obtained. IDB Buyer shall take all steps necessary, to (i) as promptly as reasonably practicable after the date hereof, obtain all Entity Registrations and Approvals and Individual Registrations issued by any Regulatory Authority required under applicable Laws to permit the consummation of the Transactions or necessary or appropriate to permit IDB Buyer to acquire, own and operate the IDB Subsidiaries and for IDB Buyer, the IDB Subsidiaries and their respective Affiliates and its and their respective principals, directors, officers, employees and agents to carry out the business of such IDB Subsidiaries after the Closing (collectively, "Regulatory Approvals"); (ii) file or cause to be filed or made all Notices and receive all acknowledgements that are necessary or appropriate to consummate the Transactions and, after the Closing, to allow IDB Buyer, its Affiliates and its and their respective principals, directors, officers, employees and agents to operate the IDB Business in substantially the same manner as it was conducted immediately prior to the Closing; (iii) make or cause to be made any other required submissions to any person, publish any and all required notices and deliver to customers, suppliers, creditors and other affected third parties notices and material information with respect to the Transactions, as required under and in conformity with the applicable Laws or by any Regulatory Authority to be effected prior to or at the same time as the Transactions; (iv) schedule and attend (or cause to be scheduled and attended) any hearings or meetings with Regulatory Authorities to obtain the Regulatory Approvals as promptly as practicable; and (v) comply with the terms and conditions of any and all of the foregoing as necessary to obtain the Regulatory Approvals and acknowledgements and deliver the required Notices. IDB Buyer and its Affiliates shall (1) file or cause to be filed (x) as promptly as reasonably practicable after the date of this Agreement all required initial applications and documents in respect of the Entity Registrations and Approvals and the Individual Registrations, including all filings required in respect of its Affiliates and its and their respective principals, directors, officers, employees and agents, in connection with obtaining the Regulatory Approvals (including where appropriate indications of further information to come by supplementary filing) and (y) as promptly as reasonably practicable after the date hereof all other required applications and documents in connection with obtaining the Regulatory Approvals, (2) act diligently and

promptly to pursue the Regulatory Approvals, (3) promptly notify Seller of receipt of material comments or material requests from any Regulatory Authority that relate to Regulatory Approvals and supply Seller with copies of all correspondence (other than to the extent privileged) between IDB Buyer or any of its Representatives and Affiliates and any Regulatory Authority with respect to Regulatory Approvals, (4) file, on a timely basis, all Notices required to be given to any Regulatory Authority in order to consummate the Transactions and for IDB Buyer to continue to carry out the IDB Business and businesses of the IDB Subsidiaries after consummation of the Transactions and (5) otherwise keep Seller reasonably informed of the status of IDB Buyer's application for Regulatory Approvals and its activities related to obtaining the Regulatory Approvals, as applicable, including as promptly as reasonably practicable advising Seller upon receiving any communication from any Regulatory Authority that causes IDB Buyer to believe that there is a reasonable likelihood that any Regulatory Approval required from such Regulatory Authority will not be obtained or that the receipt of any such Regulatory Approval will be materially delayed. Upon IDB Buyer's request, Seller shall promptly provide any information or documents and take any reasonable steps necessary to assist IDB Buyer in obtaining the Regulatory Approvals and filing the Notices as described above.

(d) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to require IDB Buyer or Seller or any of their respective Affiliates to agree to or take any action that would result in any Burdensome Condition. None of IDB Buyer or Seller or any of their respective Affiliates shall agree to or take any action that would result in any Burdensome Condition without the prior written consent of the other Party. For purposes of this Agreement, a "Burdensome Condition" shall mean making proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws (i) providing for the transfer, license, sale or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of Seller, IDB Buyer or any of their respective Affiliates or the holding separate (through the establishment of a trust or otherwise) of the Securities of any Affiliate of Seller or IDB Buyer, (ii) obligating either IDB Buyer or Seller or any of their respective Affiliates or principals, directors, officers, employees or agents to provide a material guarantee of material obligations of any third party or extend any material loan or financing to any person or provide for the material indemnification any person, or (iii) imposing or seeking to impose any limitation on the ability of Seller, IDB Buyer or any of their respective Affiliates to conduct their respective businesses (including, with respect to, market practices and structure) or own such assets or to acquire, hold or exercise full rights of ownership of the business of Seller, IDB Buyer or their respective Affiliates, in each case other than (1) with respect to Antitrust Laws, any such proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws that would not impair in any material respect the expected benefits of Seller and its Affiliates or IDB Buyer and its Affiliates, as applicable, from or relating to the Transactions, (2) with respect to Regulatory Approvals, (A) in the case of Seller or its Affiliates or principals, directors, officers, employees or agents, any de minimis administrative or ministerial obligations of Seller or any of its Affiliates, or (B) in the case of IDB Buyer or its Affiliates or principals, directors, officers, employees or agents, any such proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws that would not constitute a Material Adverse Effect, or (3) with respect to the Commercial Agreements (other than the IDB Market Data Service Agreement) and the provisions of Section 5.22 (Commercial Agreements), any such proposals, executing or carrying out agreements (including consent decrees) or submitting to Laws that would not impair in any material respect the expected benefits of Seller and its Affiliates or IDB Buyer and its Affiliates, as applicable, from or

relating to the Commercial Agreements (other than the IDB Market Data Service Agreement) or the provisions of Section 5.22 (Commercial Agreements). For the purposes of this Section 5.2(d), "Affiliates" of Seller shall include the Seller Retained Subsidiaries and "Affiliates" of IDB Buyer shall include the IDB Subsidiaries.

Section 5.3 No Solicitation.

(a) IDB Buyer shall not, nor shall it authorize or permit any of its Affiliates (including JPI and New JPI) or any of its or their respective Representatives to, directly or indirectly (i) initiate, solicit or knowingly facilitate or encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal, (ii) adopt, or publicly propose to adopt, or allow IDB Buyer, JPI or New JPI to execute or enter into, any binding or non-binding letter of intent, agreement in principle, memorandum of understanding, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other agreement, commitment, arrangement, undertaking, or understanding in connection with or relating to any Takeover Proposal, or (iii) other than with CME, Seller or their respective Representatives, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information or data in connection with or relating to, any Takeover Proposal. IDB Buyer shall, and IDB Buyer shall cause JPI, New JPI and its and their respective Representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal and shall request the prompt return or destruction of any confidential information previously furnished to such Persons in connection therewith in accordance with the terms of any applicable confidentiality agreement. Notwithstanding the foregoing, nothing herein shall prevent any Representative of JPI or New JPI from acting in his or her capacity as an officer or director of GFI, or taking any action in such capacity, but only in either such case as and to the extent permitted by Section 6.5(b) of the GFI Merger Agreement.

(b) For purposes of this Agreement, "Takeover Proposal" means any proposal or offer for a direct or indirect (i) merger, binding share exchange, recapitalization, reorganization, scheme of arrangement under the United Kingdom Companies Act 2006, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving GFI or one or more of its Subsidiaries (including the IDB Subsidiaries), (ii) the acquisition or purchase, including by lease, exchange, mortgage, pledge, transfer or other acquisition or assumption, of 20% or more of the fair value of the assets or 20% or more of any class of equity or voting securities of (A) GFI and its Subsidiaries or (B) the IDB Subsidiaries, in each case taken as a whole and in one transaction or a series of related transactions, (iii) purchase, tender offer, exchange offer or other acquisition (including by way of merger, consolidation, share exchange or otherwise) of Beneficial Ownership of Securities representing 20% or more of the voting power of GFI' or any of the IDB Subsidiary's Securities, or (iv) any transaction, or combination of transactions, similar to the foregoing; provided, however, that the term "Takeover Proposal" shall not include the Transactions.

Section 5.4 Fees and Expenses. Except as set forth in Section 8.3(b) of the GFI Merger Agreement, whether or not the Transactions are consummated, all Expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such Expenses, except with respect to all fees associated with the HSR Act and the Foreign Competition

Laws, which shall be borne equally by Seller and IDB Buyer. As used in this Agreement, "Expenses" includes all out-of-pocket expenses (including, all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a Party and its Affiliates) incurred by a Party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the Transactions, including all other matters related to the Transactions.

Section 5.5 Public Announcements. Seller and IDB Buyer shall develop a joint communications plan and each Party shall (a) ensure that all of its press releases and other public statements or communications with respect to the Transactions shall be consistent with such joint communications plan and (b) unless otherwise required by applicable Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, consult with each other before issuing any press release or, to the extent practicable, otherwise making any public statement or communication with respect to this Agreement or the Transactions. In addition to the foregoing, none of Seller, IDB Buyer, JPI, New JPI or any of their respective Affiliates shall issue any press release or otherwise make any public statement or disclosure concerning any other Party or any other Party's business, financial condition or results of operations without the consent of such other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 5.6 Notice of Certain Events. Each of Seller and IDB Buyer shall promptly notify the other after receiving or becoming aware of (a) any written notice from any Person alleging that the consent of that Person is or may be required in connection with the Transactions, (b) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would be reasonably likely to (i) prevent or materially delay the consummation of the Transactions or (ii) result in the failure of any condition to the Closing set forth in Article VI to be satisfied, or (c) any Proceeding commenced or, to the Knowledge of IDB Buyer, threatened against, relating to or otherwise involving Seller or IDB Buyer or any of the IDB Subsidiaries, as the case may be, that relates to the consummation of the Transactions; provided, however, that the delivery of any notice pursuant to this Section 5.6 shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

Section 5.7 Tax Matters.

(a) Tax Filings.

(i) IDB Buyer shall prepare and timely file the Tax Returns of any of the IDB Subsidiaries if such Tax Return is not part of a GFI Consolidated Return.

(ii) IDB Buyer shall prepare (or cause to be prepared) the GFI Consolidated Returns. In preparing the GFI Consolidated Returns, IDB Buyer shall (i) consult with Seller on a regular basis concerning the status of the GFI Consolidated Returns with respect to the reporting of any material item of income, deduction, gain, loss, credit or other Tax item related to the GFI Consolidated Returns; (ii) make available to Seller all information, working papers, and data used in the preparation of the GFI Consolidated Returns; and (iii) follow the instruction and direction provided by Seller regarding the preparation and contents of the GFI

Consolidated Returns and any related working papers. Without limiting the forgoing, no later than 45 days prior to the due date (taking into account any valid extensions thereof) (the "Due Date") for the filing of any GFI Consolidated Return, IDB Buyer shall submit a draft of the GFI Consolidated Return to Seller for Seller's review. IDB Buyer shall timely revise such draft GFI Consolidated Return based on the comments and instructions of Seller and shall make any further revisions required by Seller in order to deliver a version of the GFI Consolidated Return that is acceptable to Seller (a "Final GFI Consolidated Return") no later than 15 days prior to the applicable Due Date. Upon receipt of a Final GFI Consolidated Return, Seller shall timely file the Final GFI Consolidated Return with the appropriate Governmental Entity. Notwithstanding the above, for any Tax item related to the GFI Consolidated Return that would result in an indemnity payment from IDB Buyer, IDB Buyer will consider in good faith any comments provided by Seller regarding the preparation and contents of the GFI Consolidated Returns and any related working papers. Any items reflected on a Tax Return described in this Section 5.7(a)(ii) with respect to which IDB Buyer and Seller are unable to agree after negotiating in good faith for five (5) days and which would result in an indemnity payment from IDB Buyer shall be referred to the Independent Accountant Arbitrator for resolution as promptly as practicable. The determination of the Independent Accountant Arbitrator shall be final, conclusive, and binding for all purposes hereunder. IDB Buyer shall timely revise such draft GFI Consolidated Return to reflect this determination.

(iii) Seller shall prepare and timely file (or cause to be prepared and timely filed) all Tax Returns required to be filed by the Seller Retained Subsidiaries (other than the GFI Consolidated Returns) that are either Pre-Closing Tax Returns required to be filed after the Closing Date or Straddle Period Tax Returns. IDB Buyer shall prepare and timely file (or cause to be prepared and timely filed) all Pre-Closing Tax Returns required to be filed by the Seller Retained Subsidiaries prior to the Closing Date; provided that, no later than 20 days prior to the Due Date for the filing of any such Tax Return, IDB Buyer shall submit, or cause to be submitted, a draft of such Tax Return to Seller for its review. IDB Buyer shall consider in good faith all reasonable comments provided by Seller with respect to any such draft Tax Return within ten days of IDB Buyer providing such draft Tax Return to Seller.

(iv) All Tax Returns required to be prepared by IDB Buyer under this Section 5.7 shall be prepared in a manner consistent with prior practice, and IDB Buyer shall be responsible for the costs and expenses incurred in connection with the preparation of such Tax Returns.

(b) Payment of Taxes. With respect to any Taxes related to any Tax Return required to be filed by IDB Buyer pursuant to this Section 5.7, IDB Buyer shall timely pay or cause the appropriate Person to timely pay any such Taxes to the appropriate Governmental Entity and shall timely provide evidence to Seller that such payment has been made. With respect to any Taxes related to any Tax Return required to be filed by Seller pursuant to this Section 5.7, Seller shall timely pay or cause the appropriate Person to timely pay any such Taxes to the appropriate Governmental Entity and shall timely provide evidence to IDB Buyer that such payment has been made.

(c) Tax Allocation. The portion of any Tax related to a Straddle Period that is allocable to the portion of a Straddle Period ending on and including the Closing Date shall be (i) in the case of property and similar ad valorem Taxes and any other Taxes not described in clause (ii) below, equal to the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that fall prior to the day after the Closing Date and the denominator of which is the number of days in the entire Straddle Period and (ii) in the case of Taxes based on income, receipts, remuneration, sales, proceeds, profits or similar items and other Taxes that are readily apportionable based on an actual or deemed closing of the books, computed as if such taxable period ended as of the close of business on the Closing Date. The portion of any Tax related to a Straddle Period that is allocable to the portion of the Straddle Period beginning the day after the Closing Date is the portion of such Tax not allocable to the portion of the Straddle Period ending on and including the Closing Date under this Section 5.7(c). Notwithstanding anything to the contrary in this Agreement, any transaction that occurs on the Closing Date but prior to the actual time of the Closing and that is not in the ordinary course of business shall be deemed to occur in a Pre-Closing Tax Period or the portion of a Straddle Period ending on and including the Closing Date.

(d) Tax Contests. IDB Buyer, at its own expense, shall have the right to control and direct any Tax audit, initiate any claim for refund, and contest, resolve and defend against any other assessment, notice of deficiency, or other adjustment or proposed adjustment (each such audit or proceeding, a "Tax Contest") relating to any Pre-Closing Tax Return or Straddle Period Tax Return of the IDB Subsidiaries; provided that (i) IDB Buyer provides written notice to Seller of its intent to control such Tax Contest within 15 days of receiving notice of such Tax Contest and (ii) such Tax Contest does not involve issues that could reasonably be expected to affect the Tax liability or attributes of Seller or its Affiliates (including the Seller Retained Subsidiaries). With respect to any Tax Contest controlled by IDB Buyer pursuant to this Section 5.7(d) that could reasonably be expected to affect the Tax liability or attributes of Seller or its Affiliates in a Post-Closing Tax Period, IDB Buyer shall not, without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), compromise or settle such Tax Contest. Seller may, at its own expense, participate in any such Tax Contest and employ counsel separate from the counsel employed by IDB Buyer. With respect to any Tax Contest relating to a Pre-Closing Tax Return or Straddle Period Tax Return of GFI, the Seller Retained Subsidiaries and, to the extent that it involves issues that could affect the Tax attributes or liability of Seller or its Affiliates (including the Seller Retained Subsidiaries), the IDB Subsidiaries, Seller shall control and direct such Tax Contest; provided that (a) IDB Buyer may, at its own expense, participate in any such Tax Contest and employ counsel separate from the counsel employed by Seller and (b) without the prior written consent of IDB Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) Seller shall not compromise or settle such Tax Contest if (i) such compromise or settlement would result in indemnification of the Seller Indemnified Parties pursuant to Section 5.7(h) and (ii) IDB Buyer has acknowledged in writing that any Taxes payable to Seller or its Affiliates in connection with such Tax Contest will result in indemnification of the Seller Indemnified Parties to the extent such Taxes otherwise would give rise to an indemnification payment pursuant to Section 5.7(h).

(e) Cooperation. With respect to all Tax Returns required to be filed pursuant to this Section 5.7, Seller and IDB Buyer shall retain all Tax Returns, schedules and work papers and all material records (whether paper, electronic or other format) or other documents or electronic data in its possession (or in the possession of their respective Affiliates) relating to Tax matters relevant to the Pre-Closing Tax Period and Straddle Periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, taking into account all extensions thereof, or (ii) six years following the Due Date for such Tax Returns. IDB Buyer or Seller shall be permitted to remove and retain any such documents prior to disposition of any such documents by the other Party by written request delivered no later than 30 days prior to such time. A Party seeking to retain such documents after such time shall bear all expenses associated with the removal and further retention of such documents. After the Closing, with respect to any Tax Return required to be filed pursuant to this Section 5.7, IDB Buyer and Seller shall (i) reasonably assist (and cause their respective Affiliates to reasonably assist) the other Party in preparing and filing any Tax Returns that such other Party is responsible for preparing, (ii) reasonably cooperate in preparing for any audits of, or disputes or other proceedings with any Governmental Entity or with respect to any matters related to such Tax Returns, and (iii) make available to the other Party and to any Governmental Entity, as reasonably requested, all information, records, and documents relating to such Tax Returns.

(f) Tax Sharing. Any and all Tax sharing, allocation, indemnification or similar agreements or arrangements to which any of GFI, the IDB Subsidiaries or the Seller Retained Subsidiaries is a party or otherwise subject shall be terminated as of the Closing Date and no payments relating thereto shall be made subsequent to the Closing Date.

(g) Tax Reporting. Each of Seller and IDB Buyer will file all Tax Returns in a manner consistent with treating (i) the JPI Mergers and GFI Mergers as reorganizations under Section 368(a) of the Code and (ii) the Sale and Assumption as a sale of the IDB Subsidiaries by Seller or its Affiliates to IDB Buyer occurring immediately after the GFI Mergers. On all Tax Returns or for the purpose of determining any Tax, Seller and IDB Buyer shall allocate the "amount realized" from the sale of the IDB Subsidiaries (the "Tax Consideration") between Seller and GFI EMEA Holdings Ltd such that $100 million is allocated to Seller and the remainder of the amount realized is allocated to GFI EMEA (the "U.S.-Foreign Tax Allocation"). The Parties agree to provide each other with any information required to complete IRS Form 8594 within ten days of the request for such information. No later than 90 days after the Closing Date, Seller shall prepare and deliver to IDB Buyer the proposed allocation of the Tax Consideration in a manner consistent with the U.S.-Foreign Tax Allocation (the "Proposed Tax Allocation") for purposes of Section 1060 of the Code. In the event that IDB Buyer objects in writing to the Proposed Tax Allocation within 30 days, IDB Buyer and Seller shall negotiate in good faith to resolve the dispute; provided that any agreed upon allocation shall be consistent with the U.S.-Foreign Allocation. If IDB Buyer and Seller fail to agree on such allocation within 30 days following IDB Buyer's written objection, such allocation shall be determined, within a reasonable time and in a manner consistent with the U.S.-Foreign Allocation, by the Independent Accountant Arbitrator selected in accordance with Section 2.7(c). The allocation of the Tax Consideration, as agreed upon by Seller and IDB Buyer (as a result of either the absence of manifest error or good faith negotiations between IDB Buyer and Seller) or determined by the Independent Accountant Arbitrator pursuant to this Section 5.7(g) (the "Final Tax Allocation") shall be final and binding upon the Parties and each of IDB Buyer and Seller shall bear all fees and costs incurred by it in connection with the determination of the

allocation of the Tax Consideration, except that the Parties shall each pay 50% of the fees and expenses of the Independent Accountant Arbitrator. Seller shall prepare (in a manner consistent with the Final Tax Allocation) and deliver IRS Form 8594 to IDB Buyer, and Seller and IDB Buyer shall each timely file such form with the IRS. Seller and IDB Buyer shall prepare and file all Tax Returns consistent with such Final Tax Allocation, and in any Proceeding related to the determination of any Tax, none of IDB Buyer, Seller, or their Affiliates (unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code) shall contend or represent, whether orally or in writing, that the Final Tax Allocation is not a correct allocation.

(h) Tax Indemnity.

(i) IDB Buyer shall (without duplication) be liable and shall indemnify and hold the Seller Indemnified Parties harmless against, all Tax liabilities suffered by Seller Indemnified Parties arising out of, incident to, or as a result of: (A) any IDB Buyer Responsible Taxes; (B) the breach by IDB Buyer of any covenant or agreement of IDB Buyer contained in this Section 5.7; (C) any amount required to be paid by Seller or any of its Affiliates under a Tax sharing, allocation or indemnification agreement (other than this Agreement, any agreement between or among GFI and its Subsidiaries (other than the IDB Subsidiaries) or any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement) or on a transferee or successor liability theory, in respect of any Taxes of any Person, if such agreement or event or transaction giving rise to transferee or successor liability was entered into, or relates to any transaction engaged in by GFI, the IDB Subsidiaries or the Seller Retained Subsidiaries, prior to the Closing Date; or (D) any breach by GFI or any GFI Subsidiary of Section 5.1(o)(vi) of the GFI Merger Agreement.

(ii) Seller shall (without duplication) be liable and shall indemnify and hold the IDB Buyer Indemnified Parties harmless against, all Tax liabilities suffered by the IDB Buyer Indemnified Parties arising out of, incident to, or as a result of (A) Taxes of the Seller Retained Subsidiaries for any Post-Closing Tax Period and for the portion of any Straddle Period that begins after the Closing Date; and (B) the breach by Seller of any covenant or agreement of Seller contained in this Section 5.7.

(iii) In the case of any claim for indemnification under this Section 5.7(h), the indemnified party shall endeavor to give prompt written notification to the indemnifying party of the commencement of any action, suit or proceeding relating to a third-party claim for which an indemnified party intends to seek indemnification; provided, however, that no delay on the part of the indemnified party in giving any such notice shall relieve the indemnifying party of any indemnification obligation hereunder (except to the extent that, solely as a result of such delay, the indemnifying party is prevented from contesting the liability for which indemnification is sought).

(iv) Any indemnification payment made pursuant to Section 8.2 (Indemnification) or this Section 5.7(h) shall be treated as a purchase price adjustment for all Tax purposes unless otherwise required by applicable Law.

Section 5.8 Employee Plans.

(a) Effective as of the Closing, (i) IDB Buyer shall (or shall cause the IDB Subsidiaries to) retain or assume, as applicable, all liabilities and obligations under or otherwise in respect of each GFI Benefit Plan (but determined as if Section 3.16(a) of the GFI Merger Agreement was not limited to material plans, programs, agreements and arrangements) exclusive of those such GFI Benefit Plans maintained immediately before the Closing exclusively by the Seller Retained Subsidiaries solely for the benefit of Continuing Employees (such GFI Benefit Plans whose obligations are assumed or retained by IDB Buyer or the IDB Subsidiaries, the "IDB Buyer Assumed Benefit Arrangements"), and (ii) IDB Buyer shall cause each Continuing Employee to cease participation in any IDB Buyer Assumed Benefit Arrangement.

(b) Prior to the Closing, IDB Buyer shall, and shall cause the IDB Subsidiaries to, fully comply with all notice, consultation, effects bargaining or other bargaining obligations to any labor union, labor organization, works council or group of employees of the IDB Subsidiaries in connection with the Transactions.

Section 5.9 IDB RSUs.

(a) Assumption of IDB RSUs. Not later than five Business Days prior to the Closing, IDB Buyer shall take all actions necessary: (i) to provide that each GFI Stock Option (if any) outstanding immediately before the effective time of the GFI Mergers (an "IDB Option") shall be canceled as of such effective time for no consideration; (ii) to provide that each GFI RSU outstanding immediately before the effective time of the GFI Mergers and then held by any Person other than a Continuing Employee or a non-employee director of GFI (an "IDB RSU") shall be converted into an obligation of IDB Buyer in accordance with the procedures set forth in Section 6.6(e) of the GFI Merger Agreement, and IDB Buyer shall be solely responsible for the withholding, payment and reporting of any Tax arising with respect to the IDB Options or IDB RSUs, including Tax arising upon or as a result of any conversion or cancellation or any other taxable event with respect to the IDB Options or IDB RSUs, whether before, at or after the effective time of the GFI Mergers, including at any time after the cancellation of the IDB Options or conversion of the IDB RSUs; (iii) to provide that neither Seller nor any Affiliate of Seller shall have any liability in respect of any IDB Option or IDB RSU, and neither Seller nor any Affiliate of Seller shall have any obligation to make any reports or notifications to any relevant Taxing Authority or other Governmental Entity in relation to the IDB Options or IDB RSUs; and (iv) to obtain, subject to Section 5.9(c), the Consent (as defined below) of each holder of an IDB RSU to the cancellation or conversion of their IDB RSUs and a release of any claims arising in connection with such IDB RSU in favor of Seller and its Affiliates in a form and at a time reasonably acceptable to Seller.

(b) Consent. For purposes of this Section 5.9, "Consent" means (i) express consent in writing, including a release of any claims arising in connection with such IDB RSU in favor of Seller and its Affiliates, where the holder of the IDB RSU (A) is presently employed or

engaged in Australia, China, Dubai, Israel, Japan, Philippines, Singapore or Switzerland, or, where such express consent is not obtained by the Closing Date, then as set forth in Section 5.9(b)(ii), (B) is a person whose IDB RSU will be converted into a combination of deferred cash and equity awards, or (C)(x) is presently employed or engaged in the United Kingdom, (y) was granted the IDB RSU as a sign-on bonus at the commencement of employment, and (z) holds 30,000 or more outstanding IDB RSUs as of the date hereof; and, in all other cases (ii) the insertion of implied consent language reasonably acceptable to Seller into documentation governing awards to be granted by IDB Buyer on the conversion of the IDB RSUs.

(c) Required Efforts to Secure Consent. IDB Buyer must obtain Consent from every individual described in Section 5.9(b)(i)(B). For all other IDB RSUs that are subject to an express Consent requirement under Section 5.9(b)(i), IDB Buyer must use its reasonable best efforts to obtain express consent in writing from the holder of the IDB RSU within 60 days following the date hereof, and if not obtained during such period, prior to the Closing Date.

(d) Outstanding RSUs. No more than 60 days following the date hereof, IDB Buyer must provide Seller with, for each individual identified in Section 5.9(b)(i), a complete and accurate list as of the date of delivery identifying (i) whether the individual is described in clause (A), (B) or (C) of Section 5.9(b)(i) (and in the case of individuals described in clause (A), the relevant jurisdiction), (ii) the number of shares of GFI Common Stock subject to IDB RSUs then held by such person, and (iii) whether Consent has then been obtained in respect of such individual. IDB Buyer shall update such list and deliver it to Seller not less frequently than monthly thereafter.

Section 5.10 Non-competition and Non-solicitation of Employees and Customers.

(a) Non-competition. For a period of 30 months from and after the Closing Date, IDB Buyer shall not, in any capacity, including as partner, member, stockholder or investor, nor shall it authorize or permit any of its Affiliates or any of its and their respective directors, officers, employees, representatives or consultants to, directly or indirectly, engage in any business anywhere in the world that competes with, in whole or in part, the Seller Retained Businesses as operated or proposed to be operated immediately prior to the Closing; provided, however, that in the event of a Change of Control, the foregoing non-compete shall be limited to the prohibition on the use of IDB Buyer's and the IDB Subsidiaries' assets, including technology, to (A) provide a broker or exchange aggregated platform that competes with the Seller Retained Subsidiaries in Europe or Asia and (B) develop or market a foreign exchange option pricing or workflow platform.

(b) Customer Non-solicit. For a period of 30 months from and after the Closing Date, IDB Buyer shall not, in any capacity, including as partner, member, stockholder or investor, nor shall it authorize or permit any of its Affiliates or any of its and their respective directors, officers, employees, representatives or consultants to, (A) solicit, induce or otherwise cause, or attempt to solicit, induce or otherwise cause, any customer, supplier, licensor or licensee of the Seller Retained Subsidiary (as of immediately prior to the Closing) to engage in business with a competitor of the Seller Retained Subsidiaries, or (B) interfere in any way with the relationship between the Seller Retained Subsidiaries and any of their respective customers, suppliers, licensors or licensees of the Seller Retained Subsidiaries (as of immediately prior to the Closing).

(c) Employee Non-solicit.

(i) For a period of 2 years from and after the Closing Date, IDB Buyer shall not, in any capacity, including as partner, member, stockholder or investor, nor shall it authorize or permit any of its Affiliates or any of its and their respective directors, officers, employees, representatives or consultants to, directly or indirectly, (A) cause, induce or attempt to cause or induce any employee of the Seller Retained Subsidiaries to terminate such relationship; (B) in any way interfere with the relationship between the Seller Retained Subsidiaries and any of their respective employees; or (C) hire, retain, employ or otherwise engage or attempt to hire, retain employ or otherwise engage as an employee, independent contractor or otherwise, any employee of the Seller Retained Subsidiaries.

(ii) For a period of 2 years from and after the Closing Date, Seller shall not, in any capacity, including as partner, member, stockholder or investor, nor shall it authorize or permit any of its Affiliates or any of its and their respective directors, officers, employees, representatives or consultants to, directly or indirectly, (A) cause, induce or attempt to cause or induce any employee of IDB Buyer or the IDB Subsidiaries to terminate such relationship; (B) in any way interfere with the relationship between IDB Buyer and the IDB Subsidiaries and any of their respective employees; or (C) hire, retain, employ or otherwise engage or attempt to hire, retain, employ or otherwise engage as an employee, independent contractor or otherwise, any employee of IDB Buyer or the IDB Subsidiaries.

Notwithstanding the limitations in this Section 5.10(c), no Party shall be precluded from hiring, retaining, employing or otherwise engaging any person who (A) responds to general or public solicitation not targeted at employees of the Seller Retained Subsidiaries or IDB Buyer and the IDB Subsidiaries, as applicable, or (B) initiates discussions regarding such employment or engagement without any direct or indirect solicitation.

(d) Modification. In the event that the covenants in this Section 5.10 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great of time or over too great a geographical area or by reason of its being too extensive in any other respect, they shall be interpreted to extend only over the maximum period of time for which they may be enforceable and/or over the maximum geographical area as to which they may be enforceable and/or to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

Section 5.11 Further Assurances. From and after the Closing, each of Seller and IDB Buyer shall perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transactions.

Section 5.12 Transfer Taxes. All transfer, sales and use Taxes directly imposed or chargeable on the purchase and sale of the Purchased Interests in connection with the Transactions shall be paid 50% by IDB Buyer and 50% by Seller. The Party legally required to do so shall timely prepare and timely file all necessary Tax Returns with respect to the foregoing, including all transfer Tax forms necessary for the Closing; provided that the filing Party shall provide the other Party with a reasonable opportunity to review such Tax Returns and forms in advance of filing. The parties agree to reasonably cooperate in the preparation of such Tax Returns and forms.

Section 5.13 Accounts. All payments and reimbursements that from time to time after the Closing may be received by Seller or the Seller Retained Subsidiaries arising out of the IDB Business shall be held for the benefit of IDB Buyer or the applicable IDB Subsidiary and, promptly upon receipt thereof, Seller shall pay to IDB Buyer or the applicable IDB Subsidiary the amount of such payment or reimbursement without any delay, deduction or setoff. All payments and reimbursements that from time to time after the Closing may be received by IDB Buyer or the IDB Subsidiaries arising out of the Seller Retained Businesses shall be held for the benefit of Seller or the applicable Seller Retained Subsidiary and, promptly upon receipt thereof, IDB Buyer shall pay to Seller or the applicable Seller Retained Subsidiary the amount of such payment or reimbursement without any delay, deduction or setoff.

Section 5.14 Assignment of Pre-Closing Proceedings. IDB Buyer shall cooperate with the parties to each Pre-Closing Proceeding (except to the extent involving the IDB Subsidiaries, in which case such Pre-Closing Proceedings do not need to be assigned) with a view to entering into arrangements effective as of the Closing whereby IDB Buyer would be substituted (for the avoidance of doubt, which substitution shall include an unconditional written release) for the applicable parties to such Pre-Closing Proceedings (including, for the avoidance of doubt, the filing of necessary pleadings and motions promptly following the Closing). To the extent the assignment of any Pre-Closing Proceeding (i) requires a consent which has not been obtained, (ii) is ineffective or (iii) is otherwise not completed (each such Pre-Closing Proceeding until it has been assigned, a "Delayed Pre-Closing Proceeding"), this Agreement and the Ancillary Agreements shall not constitute an agreement to assign or otherwise transfer at the Closing any such Delayed Pre-Closing Proceeding; provided, however, the Parties shall treat each Delayed Pre-Closing Proceeding as an Assumed Liability hereunder as of the Closing. IDB Buyer shall have the sole right and responsibility to control, defend, settle, compromise or prosecute in any manner such Delayed Pre-Closing Proceedings after the Closing at its sole cost and expense; provided, however, that, without the prior written consent of Seller, IDB Buyer shall not (i) settle or compromise a Delayed Pre-Closing Proceeding or consent to the entry of any Order with respect thereto which does not include an unconditional, duly authorized, fully executed and acknowledged (by a duly registered notary public) written release by the claimant or plaintiff of the Seller and its Affiliates, including the Seller Retained Subsidiaries, and its and their respective Representatives from all liability in respect of such Delayed Pre-Closing Proceeding; (ii) settle or compromise any Delayed Pre-Closing Proceeding if the settlement imposes equitable remedies or other obligations on the Seller or its Affiliates, including the Seller Retained Subsidiaries, or its or their respective Representatives; or (iii) settle or compromise any Delayed Pre-Closing Proceeding if the result is to admit civil or criminal liability or culpability on the part of the Seller or its Affiliates, including the Seller Retained Subsidiaries, or its or their respective Representatives that gives rise to criminal liability with respect to any such Person. Without limiting the generality of Section 5.11, Seller

shall provide, and cause its Affiliates to provide, at IDB Buyer's sole expense, reasonable cooperation to IDB Buyer in connection with (i) effecting the assignment of each Delayed Pre-Closing Proceeding as expeditiously as practicable following the Closing (including, for the avoidance of doubt, the filing of necessary pleadings and motions) and (ii) the defense, prosecution and/or settlement of any such Delayed Pre-Closing Proceedings. Following the Closing and until the time all Delayed Pre-Closing Proceedings have been assigned to IDB Buyer, Seller shall, and shall cause its Affiliates to, promptly pay, assign and remit to IDB Buyer any monies actually received by Seller or its Affiliates from any Person solely to the extent they are in respect of a Delayed Pre-Closing Proceeding, including any monies actually received from pre-Closing insurers of GFI or its Affiliates.

Section 5.15 Public Deal Proceedings. If the Closing occurs, IDB Buyer and Seller agree that all Losses incurred by any Seller Indemnified Party or any IDB Buyer Indemnified Party in respect of Public Deal Proceedings (if any) shall be allocated and funded as follows: (i) the first source of recovery shall be the Excess Cash Amount (if any) and (ii) any remaining Losses of any Seller Indemnified Party will be split equally by Seller and IDB Buyer; provided, however, that if payment by IDB Buyer in cash of its payment obligation under clause (ii) would, after giving effect to such payment by IDB Buyer, result in IDB Buyer not being compliant with its regulatory capital requirements or in default under its credit agreement (each, a "Compliance Failure"), IDB Buyer and Seller shall negotiate in good faith the terms of a Security to be issued by IDB Buyer to Seller in lieu of such portion of such cash payment the payment of which would result in a Compliance Failure. This Section 5.15 shall not apply to Public Deal Proceedings commenced by any current or former stockholder or member of IDB Buyer, JPI or New JPI, and in such case, IDB Buyer shall indemnify the Seller Indemnified Parties for all Losses in connection therewith but subject to the proviso to clause (ii) above. For purposes of this Section 5.15, "Losses" shall be net of any amounts actually recovered under any applicable directors' and officers' liability insurance and fiduciary liability insurance policy or policies; provided, however, the amount of any such insurance recovery shall be reduced by any out-of-pocket costs and expenses incurred in obtaining such insurance recovery.

Section 5.16 Financing.

(a) IDB Buyer acknowledges and agrees that Seller and its Affiliates and its and their respective Representatives shall not have any responsibility for, or incur any liability to any Person under, any financing that IDB Buyer may raise in connection with the transactions contemplated by this Agreement and that IDB Buyer shall indemnify and hold harmless Seller and its Affiliates and its and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the Debt Financing (including any claims asserted by the Financing Sources) and any information utilized in connection therewith.

(b) IDB Buyer shall, and shall cause its Representatives and Affiliates to, take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to arrange and consummate the Debt Financing as soon as reasonably practical after the date of this Agreement, but in any event prior to the Closing and to obtain the proceeds of the Debt Financing on the terms and conditions, taken as a whole (including the flex provisions) described in the Debt Commitment Letter, including executing and delivering all such documents and

instruments as may be reasonably required thereunder, including definitive agreements with respect to the financing on the terms and conditions contained in the Debt Commitment Letter (the "Debt Financing Documents") and:

(i) complying with and maintaining in effect the Debt Financing and the Debt Commitment Letter, negotiating and entering into definitive Debt Financing Documents with respect thereto (and maintaining in effect and complying with the terms thereof) on the terms and conditions (as such terms may be modified or adjusted in accordance with the terms of, and within the limits of, any "flex" provisions set forth in the Debt Commitment Letter (including as specified in any Fee Letter provided pursuant to Section 3.11)) no less favorable, taken as a whole, to IDB Buyer than those contained in the Debt Commitment Letter, which agreements shall be in effect as promptly as practicable after the date hereof, but in no event later than the Closing Date; provided, however, that, without limiting the foregoing, in no event shall any of the Debt Financing Documents (nor shall any amendment, supplement, waiver or other modification thereto be reasonably expected to): (A) reduce the aggregate amount of the Debt Financing provided for in the Debt Commitment Letter (including by changing the amount of fees or original issue discount contemplated by the Debt Commitment Letter other than, solely with respect to original issue discount, as expressly set forth therein unless after giving effect to the maximum amount of any such deduction, the aggregate net proceeds from the Debt Financing are and will be sufficient in amount to provide IDB Buyer with the funds necessary to consummate the transactions contemplated hereby and to satisfy its obligations under this Agreement, including to pay the Purchase Price, and the payment of all fees, costs and expenses to be paid by IDB Buyer related to the transactions contemplated by this Agreement, including such fees and expenses relating to the Debt Financing); (B) expand the conditions or other contingencies to the receipt or funding of the Debt Financing beyond those expressly set forth in the Debt Commitment Letter, amend or modify any of such conditions or other contingencies in a manner adverse to IDB Buyer or Seller (including by making any such conditions or other contingencies less likely to be satisfied) or impose any new or additional condition or other contingency to the receipt or funding of the Debt Financing; (C) contain terms (other than those terms expressly set forth in the Debt Commitment Letter that would reasonably be expected to (1) prevent, impede or delay the consummation of the transactions contemplated by this Agreement or the Debt Commitment Letter or the date on which the Debt Financing would be obtained, or (2) make the funding of Debt Financing less likely to occur; (D) adversely impact the ability of IDB Buyer to enforce its rights against the Financing Sources; or (E) impose obligations on Seller and its Affiliates;

(ii) satisfying, or causing its Representatives to satisfy, as promptly as practicable and on a timely basis all conditions to the Debt Financing contemplated by the Debt Commitment Letter and Debt Financing Documents relating thereto (including by paying any commitment, engagement or placement or other fees that become due and payable under or with respect to the Debt Commitment Letter or Debt Financing Documents);

(iii) accepting (and complying with) to the fullest extent all "market flex" provisions contemplated by the Debt Commitment Letter and the Debt Financing Documents;

(iv) obtaining all rating agency approvals necessary to obtain the Debt Financing;

(v) enforcing its rights under the Debt Commitment Letter and Debt Financing Documents in the event of a breach by the Financing Sources under the Debt Commitment Letter and Debt Financing Documents relating thereto; and

(vi) causing the Financing Sources and any other Persons providing Debt Financing to fund the Debt Financing in immediately available funds at the time the Closing is required to occur pursuant to the terms and conditions hereof.

(c) IDB Buyer shall not agree to or permit any amendment, supplement or other modification or replacement of, or grant any waiver of any condition, remedy or other provision under, the Debt Commitment Letter or the Debt Financing Documents without the prior written consent of Seller if such amendment, supplement, modification, replacement or waiver would or would reasonably be expected to (i) reduce the aggregate amount of the Debt Financing (including by changing the amount of fees or original issue discount contemplated by the Debt Commitment Letter other than, solely with respect to original issue discount, as expressly set forth therein unless after giving effect to the maximum amount of any such deduction, the aggregate net proceeds from the Debt Financing are and will be sufficient in amount to provide IDB Buyer with the funds necessary to consummate the transactions contemplated hereby and to satisfy its obligations under this Agreement, including to pay the Purchase Price, and to pay all fees, costs and expenses to be paid by IDB Buyer related to the transactions contemplated by this Agreement, including such fees and expenses relating to the Debt Financing), from that contemplated by the Debt Commitment Letter delivered as of the date hereof, (ii) impose new or additional conditions or otherwise expand, amend or modify any of the conditions to the receipt or funding of the Debt Financing in a manner adverse to Seller or IDB Buyer, (iii) make it less likely that the Debt Financing would be funded (including by making the conditions to obtaining the Debt Financing less likely to occur) or otherwise prevent or delay or impair the ability or likelihood of IDB Buyer to timely consummate the transactions contemplated by this Agreement, (iv) adversely impact the ability of IDB Buyer to enforce its rights against the other parties to the Debt Commitment Letter or (v) otherwise contravene the limitations set forth in Section 5.16(b)(i)(A)-(E). IDB Buyer shall not agree to the withdrawal, repudiation, termination or rescission of the Debt Commitment Letter or Debt Financing Documents or any provision thereof without the prior written consent of Seller. Upon any amendment, supplement or modification of the Debt Commitment Letter in accordance with this Section 5.16(c), IDB Buyer shall deliver a copy thereof to Seller and references herein to "Debt Commitment Letter" shall include such documents as amended, supplemented or modified in compliance with this Section 5.16(c) and references to "Debt Financing" shall include the financing contemplated by the Debt Commitment Letter as amended, supplemented or modified in compliance with this Section 5.16 and the financing contemplated by the Debt Financing Documents entered into in compliance with this Section 5.16, as applicable.

(d) In the event that all or any portion of the Debt Financing becomes or could become unavailable on the terms and conditions (including any "flex" provisions) or from the sources contemplated in the Debt Commitment Letter or the Debt Financing Documents for any reason or the Debt Commitment Letter or the Debt Financing Documents shall be withdrawn, repudiated, terminated or rescinded for any reason (but without limiting the obligations of IDB Buyer in the penultimate sentence of Section 5.16(c) and in Section 5.16(b)(v)), (i) IDB Buyer shall immediately so notify Seller and (ii) IDB Buyer shall arrange and obtain, as promptly as practicable following the occurrence of such event (and in any event no later than the Closing Date), and shall negotiate and enter into definitive agreements with respect to, alternative financing from the same or alternative sources (the "Alternative Financing") in an amount sufficient to consummate the transactions contemplated by this Agreement and pay all related fees and expenses (or replace any unavailable portion of the Debt Financing), and shall obtain a new financing commitment letter (including any associated engagement letter and related fee letter) with respect to such Alternative Financing (collectively, the "New Debt Commitment Letter"), copies of which shall be promptly provided to Seller. Notwithstanding the foregoing, no New Debt Commitment Letter may expand upon the conditions precedent or contingencies to the funding or receipt of the Debt Financing on the Closing Date as set forth in the Debt Commitment Letter in effect on the date hereof or otherwise include terms (including any "flex" provisions) that would reasonably be expected to make the likelihood that such Debt Financing would be funded less likely. In the event any Alternative Financing is obtained and a New Debt Commitment Letter is entered into in accordance with this Section 5.16(d) (i) any reference in this Agreement to "Debt Financing" shall mean the debt financing contemplated by the Debt Commitment Letter as modified pursuant to clause (ii) below, and (ii) any reference in this Agreement to the "Debt Commitment Letter" (or defined terms that use such phrases) and to "Debt Financing Documents" shall be deemed to include the Alternative Financing and any New Debt Commitment Letter. Without Seller's prior written consent, IDB Buyer shall not directly or indirectly take any action that could result in the Debt Financing not being available.

(e) Any breach of the Debt Commitment Letter or the Debt Financing Documents by IDB Buyer shall be deemed a breach by IDB Buyer of this Section 5.16. IDB Buyer shall (i) furnish Seller drafts (when available) and thereafter complete, correct and executed copies of the Debt Financing Documents promptly upon their execution, (ii) give Seller prompt written notice of any default, breach or threatened breach by any party to the Debt Commitment Letter or Debt Financing Documents of any of the Debt Commitment Letter or the Debt Financing Documents of which IDB Buyer or any of its Representatives or Affiliates becomes aware or any termination or threatened termination thereof and (iii) otherwise keep Seller reasonably informed of the status of its efforts to arrange the Debt Financing (or any Alternative Financing). Without limiting the generality of the foregoing, IDB Buyer shall give Seller prompt (and in any event within two Business Days) notice (A) of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any default or breach) related to the Debt Financing of which IDB Buyer becomes aware, (B) of the receipt or delivery of any notice or other communication, in each case from any Person with respect to (x) any actual or potential breach of any provisions of the Debt Commitment Letter or Debt Financing Documents by IDB Buyer, or any default, termination or repudiation by any party to the Debt Commitment Letter or Debt Financing Documents or other agreements relating to the Debt Financing or (y) any dispute or disagreement between or among parties to the Debt Commitment Letter or Debt Financing Documents with respect to the obligation to fund the Debt Financing or

the amount of the Debt Financing to be funded at the Closing and (C) if at any time for any reason IDB Buyer believes that it will not be able to obtain all or any portion of the Debt Financing on the terms and conditions, in the manner or from the sources, contemplated by the Debt Commitment Letter or Debt Financing Documents or will be unable to obtain Alternative Financing. IDB Buyer shall promptly provide any information reasonably requested by Seller relating to any circumstance referred to in clause (A), (B) or (C) of the immediately preceding sentence.

(f) Seller and its Affiliates shall use their reasonable best efforts to, and shall use their reasonable best efforts to cause their respective Representatives to use their reasonable best efforts to, provide, at IDB Buyer's sole expense, all cooperation necessary for IDB Buyer to obtain the Debt Financing as may be reasonably requested by IDB Buyer; provided that nothing herein shall require such cooperation to the extent it would reasonably be expected to (i) interfere with the ongoing businesses or operations of Seller or any of its Affiliates, (ii) require Seller or any of its Affiliates to agree to pay any fees, reimburse any expenses or otherwise incur any liability or give any indemnities, require Seller or any of its Affiliates to take any action that would reasonably be expected to conflict with, or result in any violation or breach of, or default (with or without notice of lapse of time, or both) under, their respective Constituent Documents, any applicable Laws or any contract, or (iii) require Seller or any of its Affiliates to provide access to or disclose information that Seller reasonably determines would jeopardize their respective attorney-client privilege. In furtherance of and without limitation to the immediately preceding sentence, nothing herein shall require Seller or any of its Affiliates to be an issuer or other obligor with respect to the Debt Financing or require their respective boards of directors or equivalent governing bodies to approve or authorize the execution of agreements relating to the Debt Financing. IDB Buyer shall promptly, upon request by Seller, reimburse Seller for all reasonable out-of-pocket costs and expenses (including reasonably attorneys' fees) incurred by Seller or any of its Affiliates or any of its or their respective Representatives in connection with the Debt Financing or in connection with their cooperation contemplated by this Section 5.16(f) and shall indemnify and hold harmless the Seller Indemnified Parties from and against any and all Losses actually suffered or incurred by any of them in connection with the arrangement of the Debt Financing and any information used in connection therewith (other than arising from fraud or intentional misrepresentation in information provided in writing by Seller specifically for use in connection therewith).

(g) Notwithstanding anything to the contrary contained herein, (i) no Seller Related Party (other than IDB Buyer) shall have any rights or claims against any Financing Source in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise, (ii) the Seller Related Party (other than the IDB Buyer) agrees not to commence (and if commenced agrees to dismiss or otherwise terminate) any proceeding against any Financing Source in connection with this Agreement or the transactions contemplated hereby (including any proceeding relating to the Debt Financing) and (iii) no Financing Source shall have any rights or claims against any Seller Related Party (other than IDB Buyer) in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise.

(h) Notwithstanding anything contained in this Agreement to the contrary, (i) IDB Buyer acknowledges and agrees that the obtaining of the Debt Financing is not a condition to the Closing, and reaffirms its obligations under this Section 5.16 and (ii) IDB Buyer's breach of any of its representations or warranties in Section 3.11, IDB Buyer's breach of any of its obligations in this Section 5.16, the failure, for any reason, of IDB Buyer to have sufficient cash available to pay the Purchase Price in accordance with Article II and/or the failure to so pay the Purchase Price on the Closing Date, in each case, shall constitute a breach of this Agreement by IDB Buyer.

Section 5.17 Affiliate Transactions. Effective as of the Closing, IDB Buyer agrees that all intercompany receivables or payables and loans existing and outstanding as of the Closing Date between the Seller Retained Subsidiaries, on the one hand, and any IDB Buyer Related Party, on the other hand, shall be settled (whether in the ordinary course of business or by way of capital contribution, gift, distribution, dividend or otherwise) or otherwise cancelled. Seller and IDB Buyer acknowledge and agree (on behalf of themselves and on behalf of each Seller Retained Subsidiary and each IDB Buyer Related Party, as applicable) that all contracts, agreements, commitments and arrangements between any Seller Retained Subsidiary, on the one hand, and any IDB Buyer Related Party, on the other hand, other than those set forth in Section 5.17 of the IDB Buyer Disclosure Letter, shall be deemed terminated as of the Closing Date and of no further force or effect, and Seller and IDB Buyer shall cause each Seller Retained Subsidiary, in the case of Seller, and each IDB Buyer Related Party, in the case of IDB Buyer, not to take any action or assert any claim that is inconsistent with such deemed termination.

Section 5.18 Intellectual Property License. To the extent that, after the Closing, IDB Buyer or any of its Affiliates (including the IDB Subsidiaries) owns any Intellectual Property that is used in the businesses of the Seller Retained Subsidiaries, as currently conducted or currently proposed to be conducted by GFI and the GFI Subsidiaries as of the Closing, IDB Buyer, for itself and on behalf of its Affiliates (including the IDB Subsidiaries), hereby grants to the Seller Retained Subsidiaries and their Affiliates a perpetual, irrevocable, fully paid up, royalty-free, sublicenseable, transferable, non-exclusive license to make, have made, use, sublicense, import, display, perform, distribute, transmit, copy, create derivative works of and otherwise exploit such Intellectual Property (excluding any Intellectual Property subject to the IDB Market Data Service Agreement), including to import and sell products that embody such Intellectual Property, solely in relation to such businesses.

Section 5.19 Discontinuance of Use of Names.

(a) Subject to Section 5.19(b), within 90 days after the Closing, Seller and its Affiliates shall (i) to the extent permitted by Law, eliminate the use of the name "GFI" in any of its forms or spellings, in all electronic communications, on all stationery, business cards, checks, form purchase orders and acknowledgments, form customer agreements and other form contracts and business documents (except to the extent necessary to (1) collect any accounts receivable and (2) runoff the current stock of such items) and will cancel or terminate all doing business certificates or filings with respect to such name and (ii) make any and all filings with Governmental Entities reasonably required to change its trade names, business names and doing-business-as designations to remove such name.

(b) Notwithstanding the foregoing, Seller and its Affiliates may use the "GFI" name (i) as required by Law, (ii) to the extent required in regulatory filings, (iii) in a non-promotional manner for historical reference to company names, products or other materials bearing such name, and (iv) in a non-promotional manner in reference to products and services bearing such name that were sold prior to the Closing.

Section 5.20 Conduct. On the Closing Date, for so long as Seller is the direct or indirect parent entity of the IDB Subsidiaries, Seller will maintain and preserve the IDB Business, the IDB Subsidiaries and the IDB Subsidiaries' assets and will not, and will cause its Affiliates (including the IDB Subsidiaries) to not, take any action, including the granting of Liens over the Securities of the IDB Subsidiaries or any asset of the IDB Subsidiaries, with respect to the IDB Subsidiaries or the IDB Business other than as necessary and contemplated by the Transactions; provided that if for any reason the Seller or any of its Affiliates grants any Liens on the Securities of the IDB Subsidiaries or any asset of the IDB Subsidiaries, and with respect to such grant a Lien attaches to the Securities of the IDB Subsidiaries or any asset of the IDB Subsidiaries in favor of Seller's or any of its Affiliates' creditors, Seller shall cause such Lien to be released at or prior to the Closing.

Section 5.21 Transaction Documents. Seller will not, and will cause its Affiliates not to, amend the GFI Merger Agreement or waive any conditions thereto in any manner adverse to the rights and obligations of the IDB Buyer or the IDB Buyer's stockholders without the prior written consent of IDB Buyer (such consent not to be unreasonably withheld, conditioned or delayed). This Section 5.21 shall not survive the Closing.

Section 5.22 Commercial Agreements.

(a) From and after the Closing, (i) IDB Buyer and its Affiliates (including the IDB Subsidiaries) shall offer the clearing services of CME Clearing to the customers, traders, brokers and other users of the IDB Business across all asset classes at prices and on terms at least as favorable as the prices and terms that IDB Buyer and its Affiliates (including the IDB Subsidiaries) offer all other clearing services to such customers, traders, brokers and other users of the IDB Business and (ii) IDB Buyer and Seller shall consult with each other regularly, and at least once per quarter if requested by IDB Buyer or Seller, with a view to improving the experience of customers, traders, brokers and other users of the IDB Business with CME Clearing.

(b) Beginning no later than six months after the Closing Date, IDB Buyer and its Affiliates (including the IDB Subsidiaries) shall cause trade submissions of at least a majority (by number of trades and notional value of such trades) of trades made by the IDB Business to be made on a non-exclusive basis to CME's trade repository in any jurisdiction where one exists to the extent permitted by applicable Law and subject to the availability of connectivity and required customer approval, which connectivity and required customer approval IDB Buyer shall use its reasonably best efforts to obtain.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 Conditions to Each Party's Obligation to Effect the Sale and Assumption. The respective obligations of Seller and IDB Buyer to effect the Sale and Assumption are subject to the satisfaction or, to the extent permitted by applicable Law and the terms hereof, waiver, on or prior to the Closing Date of the following conditions:

(a) Regulatory Approval. (i) Any waiting period (and any extension thereof) applicable to the Sale and Assumption under the HSR Act or the Foreign Competition Laws set forth in Section 6.1(a)(i) of the IDB Buyer Disclosure Letter shall have been terminated or shall have expired and no action shall have been instituted by the Antitrust Division or the FTC or under any Foreign Competition Laws challenging or seeking to enjoin the consummation of the Sale and Assumption or impose a Burdensome Condition, which action shall not have been withdrawn, terminated or finally resolved, (ii) all approvals applicable to the Sale and Assumption under any Foreign Competition Laws set forth in Section 6.1(a)(ii) of the IDB Buyer Disclosure Letter shall have been obtained (including any approval or no-action letter from the UK Competition and Markets Authority, should it decide to investigate the Sale and Assumption) and such approvals shall not be subject to a Burdensome Condition, (iii) all Regulatory Approvals set forth in Section 6.1(a)(iii) of the IDB Buyer Disclosure Letter shall have been obtained and such approvals shall not be subject to a Burdensome Condition or IDB Buyer shall have waived in writing receipt of such approvals with the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed); and (iv) all Notices set forth in Section 6.1(a)(iv) of the IDB Buyer Disclosure Letter shall have provided and all required related acknowledgements shall have been obtained and such acknowledgements shall not have imposed a Burdensome Condition or IDB Buyer shall have waived in writing receipt of such approvals with the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed).

(b) No Injunctions or Restraints; Illegality. No Laws shall have been adopted or promulgated after the date of this Agreement, and no temporary restraining order, preliminary or permanent injunction or other Order shall have been issued and remain in effect, by a Governmental Entity or Self-Regulatory Organization of competent jurisdiction having the effect of making the Sale and Assumption illegal or otherwise prohibiting consummation of the Sale and Assumption, or seeking to impose a Burdensome Condition (collectively, "Restraints") unless such Restraint is vacated, terminated or withdrawn; provided that prior to asserting this condition, the Party asserting this condition shall have used its reasonable best efforts (in the manner contemplated by Section 5.2) to prevent the entry of such Restraint and to appeal as promptly as possible any judgment that may be entered.

(c) Other Transactions. The JPI Mergers and the GFI Mergers shall have been consummated.

Section 6.2 Conditions to Obligations of Seller. The obligations of Seller to effect the Sale and Assumption are subject to the satisfaction, or waiver by, Seller, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of IDB Buyer set forth in this Agreement, (i) other than with respect to the IDB Buyer Identified Representations, made as if none of such representations and warranties contained any qualifications or limitations as to "materiality" or Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as

of another date), except where the failure of such representations and warranties to be true and correct as so made do not constitute a Material Adverse Effect, (ii) with respect to Section 3.3, shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, and (iii) with respect to the IDB Buyer Identified Representations other than Section 3.3, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date). Seller shall have received a certificate of the chief executive officer or the chief financial officer of IDB Buyer to such effect.

(b) Performance of Obligations of IDB Buyer. IDB Buyer shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and Seller shall have received a certificate of the chief executive officer or the chief financial officer of IDB Buyer to such effect.

(c) No Material Adverse Effect. Since January 1, 2014, there shall not have been a Material Adverse Effect.

(d) Deliveries by IDB Buyer. Seller shall have received the items set forth in Section 2.5(b).

(e) Escrow Funded. IDB Buyer shall have (i) deposited with the Escrow Agent pursuant to the Escrow Agreement cash in immediately available funds sufficient to pay the Purchase Price at the Closing pursuant to Section 2.4 and such funds shall be available for immediate payment to the Seller in accordance with the terms of the Escrow Agreement and (ii) delivered to Seller its duly executed irrevocable payment notice provided for in Section 1.4(b) of the Escrow Agreement, which Seller will deliver to the Escrow Agent at the Closing only with the filed merger certificates effecting the JPI Mergers and the GFI Mergers, each certified by the Secretary of State of the State of Delaware, attached to such payment notice.

(f) Pledge Agreement and Collateral. The Pledge Agreement shall be in full force and effect, and Seller shall have a perfected security interest in the shares of CME Class A Common Stock subject to the Pledge Agreement as set forth in the Pledge Agreement.

Section 6.3 Conditions to Obligations of IDB Buyer. The obligations of IDB Buyer to effect the Sale and Assumption are subject to the satisfaction, or waiver by IDB Buyer, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of Seller set forth in this Agreement, (i) other than with respect to Section 4.3(b) and Section 4.4, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent in either case that such representations and warranties speak as of another date), and (ii) with respect to Section 4.3(b) and Section 4.4, shall be true and correct as of the date of this Agreement, except where the failure of such representation and warranties to be true and correct as so made does not constitute a CME Material Adverse Effect (as defined in the GFI Merger Agreement). IDB Buyer shall have received a certificate of an officer of Seller to such effect.

(b) Performance of Obligations by Seller. Seller shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement on or prior to the Closing Date and IDB Buyer shall have received a certificate of an officer of Seller to such effect.

(c) No Material Adverse Effect. Since January 1, 2014, there shall not have been a Material Adverse Effect.

(d) Deliveries by Seller. IDB Buyer shall have received the items set forth in Section 2.5(a).

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the Sale and Assumption may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and IDB Buyer;

(b) by either Seller or IDB Buyer, if:

(i) Termination Date. The Sale and Assumption shall not have been consummated by March 15, 2015 (the "Outside Date");

(ii) Restraint. Any Restraint (other than a temporary restraining order, preliminary injunction or similar non-permanent Order) having any of the effects set forth in Section 6.1(b) (No Injunctions or Restraints; Illegality) shall be in effect and shall have become final and non-appealable; or

(iii) Other Transactions. Either the GFI Merger Agreement or the JPI Merger Agreement is terminated in accordance with its terms.

provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of any such condition;

(c) by Seller, if:

(i) Breach by IDB Buyer. IDB Buyer shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by IDB Buyer prior to the Outside Date or is not cured by the earlier of (x) 30 days following written notice to IDB Buyer by Seller of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 6.2(a) (Representations and Warranties) or Section 6.2(b) (Performance of Obligations of IDB Buyer) to be satisfied; provided that Seller is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 6.3(a) (Representations and Warranties) or Section 6.3(b) (Performance of Obligations of Seller) to be satisfied;

(ii) Other Transactions. Either the GFI Merger Agreement or the JPI Merger Agreement is terminated in accordance with its terms.

(d) by IDB Buyer, if:

(i) Breach by Seller. Seller shall have breached or failed to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (A) is incapable of being cured by Seller prior to the Outside Date or is not cured by the earlier of (x) 30 days following written notice to Seller by IDB Buyer of such breach or (y) the Outside Date and (B) would result in the failure of any condition set forth in Section 6.3(a) (Representations and Warranties) or Section 6.3(b) (Performance of Obligations of Seller) to be satisfied; provided that IDB Buyer is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in the failure of any condition set forth in Section 6.2(a) (Representations and Warranties) or Section 6.2(b) (Performance of Obligations of IDB Buyer) to be satisfied.

Section 7.2 Effect of Termination. In the event of any termination of this Agreement as provided in Section 7.1 (Termination), the obligations of the Parties hereunder shall terminate and there shall be no liability on the part of any Party or any Affiliate thereof, with respect thereto, except for the confidentiality provisions of Section 5.1 (Access to Information; Confidentiality) and the provisions of this Section 7.2 and Article IX (General Provisions), each of which shall remain in full force and effect; provided, however, that no Party shall be relieved or released from any liability or damages arising from a breach of any provision of this Agreement or arising under any other agreement among the Parties or any Affiliates thereof.

ARTICLE VIII

SURVIVAL; INDEMNIFICATION

Section 8.1 Survival.

(a) The covenants and agreements herein to be performed after the Closing (including this Article VIII) shall not expire until such obligations have been fully discharged with respect thereto.

(b) The representations and warranties of Seller contained in Article IV (other than Section 4.3(b) and Section 4.4) shall survive until the expiration of the applicable statute of limitations with respect to the matters addressed in such representations and warranties, and the representations and warranties contained in Section 4.3(b) and Section 4.4 shall survive until the third anniversary of the Closing Date.

(c) The representations and warranties of IDB Buyer contained in Article III (other than Section 3.1, Section 3.2, Section 3.3, Section 3.4(a)(i) and Section 3.16) shall survive until the third anniversary of the Closing Date, and the representations and warranties contained in Section 3.1, Section 3.2, Section 3.3, Section 3.4(a)(i) and Section 3.16 shall survive until the expiration of the applicable statute of limitations with respect to the matters addressed in such representations and warranties.

(d) If a Claim Notice for indemnification under Section 8.2 (an "Indemnity Claim") has been given in accordance with this Agreement prior to the expiration of the applicable representations, warranties, covenants or agreements, then the applicable representations, warranties, covenants or agreements shall survive as to such Indemnity Claim until such Indemnity Claim has been finally resolved.

Section 8.2 Indemnification.

(a) By IDB Buyer. Except with respect to Taxes and Tax Returns, which shall be governed exclusively by Section 5.7, from and after the Closing, and subject to the limitations set forth in this Article VIII, IDB Buyer shall indemnify, defend and hold harmless Seller, its Affiliates, the Seller Retained Subsidiaries, their respective successors and assigns and the Representatives of each of the foregoing (collectively, the "Seller Indemnified Parties") from and against all losses, damages, liabilities, claims, costs and expenses, interest, penalties, judgments and settlements (collectively, "Losses") that arise out of, result from or are incident to, directly or indirectly:

(i) the breach or inaccuracy of any representation or warranty made by IDB Buyer under Article III (including the IDB Buyer Disclosure Letter), except IDB Buyer Identified Representations (it being understood that for purposes of this Section 8.2, such representations and warranties shall be deemed to have been made as of the date of this Agreement and as of the Closing Date, except to the extent such representations and warranties are made on or as of a specified date, in which case the same shall continue to be true and correct as of the specified date);

(ii) the breach or inaccuracy of any IDB Buyer Identified Representation (including the IDB Buyer Disclosure Letter) (it being understood that for purposes of this Section 8.2, such representations and warranties shall be deemed to have been made as of the date of this Agreement and as of the Closing Date, except to the extent such representations and warranties are made on or as of a specified date, in which case the same shall continue to be true and correct as of the specified date);

(iii) the breach of or failure to perform any covenant or agreement contained in this Agreement by IDB Buyer;

(iv) the Purchased Interests and Assumed Liabilities;

(v) the IDB Subsidiaries and the IDB Business whether before or after the Closing;

(vi) the Pre-Closing Reorganization;

(vii) (A) any exercise of appraisal rights or dissenters' rights by holders of JPI Common Stock (as defined in the JPI Merger Agreement) under Section 623 of the New York Business Corporation Law or other applicable Law in connection with the F-Reorganization (as defined in the GFI Merger Agreement) or (B) the excess, if any, of the aggregate amount ultimately required to be paid to holders of New JPI Common Stock (as defined in the JPI Merger Agreement) by any Seller Indemnified Party pursuant to appraisal rights or dissenters' rights under Section 262 of the DGCL or other applicable Law over the aggregate amount such holders would have otherwise received with respect to such shares, plus any reasonable expenses incurred by any Seller Indemnified Party arising out of the exercise of such appraisal rights or dissenters' rights; and

(viii) any failure by GFI or a GFI Subsidiary prior to Closing to undertake any right to work checks and/or secure appropriate visas or other necessary immigration authorizations or licenses required by the applicable immigration authorities.

(b) By Seller. Except with respect to Taxes and Tax Returns, which shall be governed exclusively by Section 5.7, from and after the Closing, and subject to the limitations set forth in this Article VIII, Seller shall indemnify, defend and hold harmless IDB Buyer, its Affiliates, their respective successors and assigns and the Representatives of each of the foregoing (collectively, the "IDB Buyer Indemnified Parties") from and against any and all Losses that arise out of, result from or are incident to, directly or indirectly:

(i) the breach or inaccuracy of any representation or warranty made by Seller under Article IV (it being understood that for purposes of this Section 8.2, such representations and warranties shall be deemed to have been made as of the date of this Agreement and as of the Closing Date, except to the extent such representations and warranties are made on or as of a specified date, in which case the same shall continue to be true and correct as of the specified date);

(ii) the breach of or failure to perform any covenant or agreement contained in this Agreement by Seller;

(iii) the Seller Retained Subsidiaries, the Trayport Business and the FENICS Business whether before or after the Closing except to the extent relating to the Assumed Liabilities or any breach of any representation, warranty or covenant of IDB Buyer contained in this Agreement; and

(iv) the Senior Notes due 2018.

(c) For purposes of determining whether there has been, or the amount of any Losses related to, a breach or inaccuracy of any representation or warranty made by IDB Buyer under Article III (other than Section 3.7 and Section 3.14 in accordance with the next sentence) or by Seller under Article IV, the representations and warranties set forth in this Agreement shall be considered without regard to any "material," "Material Adverse Effect" or similar qualifications set

forth therein. Notwithstanding the foregoing, the "material," "Material Adverse Effect" and similar qualifications in the representations and warranties set forth in Exhibit F shall be applicable for purposes of determining whether there has been, or the amount of any Losses related to, a breach of the representation and warranty made by IDB Buyer in Section 3.14.

(d) Procedures.

(i) Any Person seeking any indemnification under this Section 8.2 (an "Indemnified Party"), acting through IDB Buyer or Seller, as applicable, shall give the party from whom indemnification is being sought (an "Indemnifying Party") prompt notice (a "Claim Notice") of any matter which such Indemnified Party has determined has given or could give rise to a right of indemnification under this Section 8.2; provided, however, if an Indemnified Party shall receive written notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party a Claim Notice within 20 days after receipt by the Indemnified Party of such notice. The Claim Notice shall (i) indicate whether the Indemnity Claim results from or arises out of a third party claim (a "Third Party Claim") or a direct claim, (ii) describe with reasonable specificity the nature of the Indemnity Claim and (iii) state the amount of Losses sought pursuant to such Indemnity Claim to the extent then known. The failure to deliver or timely deliver the Claim Notice shall not affect the rights of the Indemnified Party to indemnification under this Section 8.2, except and only to the extent that the Indemnifying Party shall have been actually and materially prejudiced by reason of such failure.

(ii) Third Party Claims.

(1) The Indemnifying Party shall have the right to conduct at its expense the defense of a Third Party Claim, upon delivery of notice to the Indemnified Party (the "Defense Notice") within 20 days after the Indemnifying Party's receipt of the Claim Notice; provided that the Defense Notice shall specify the counsel the Indemnifying Party will appoint to defend such Third Party Claim and acknowledge, without qualification, the right of the Indemnified Party to be indemnified for Losses incurred in connection with such Third Party Claim. The Indemnified Party shall be entitled to be indemnified for the reasonable fees and expenses of counsel for any period during which the Indemnifying Party has not assumed the defense of any such Third Party Claim in accordance herewith. If the Indemnifying Party timely delivers a Defense Notice and thereby elects to conduct the defense of the Third Party Claim, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as the Indemnifying Party may reasonably request, all at the sole expense of the Indemnifying Party, and the Indemnified Party shall have the right at its expense to participate in the defense assisted by counsel of its own choosing.

(2) The Indemnifying Party shall not be entitled to control the defense of any Third Party Claim if (i) such Indemnity Claim is with respect to a criminal proceeding, action, indictment, allegation or investigation, (ii) the Indemnified Party has been advised by counsel that a reasonable likelihood exists of a material conflict of interest between the Indemnifying Party and the Indemnified Party with respect to such Third Party Claim, or (iii) such Third Party Claim seeks an injunction or other equitable relief against the Indemnified Party. In the event of any of the foregoing circumstances and the Indemnified Party has nonetheless permitted the Indemnifying Party to control the defense of such Third Party Claim, the Indemnified Party shall be entitled to retain its own counsel, and the Indemnifying Party shall pay the reasonable fees and expenses of one counsel (in addition to any required local counsel).

(3) The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (i) settle or compromise a Third Party Claim or consent to the entry of any Order which does not include an unconditional written release by the claimant or plaintiff of the Indemnified Party from all liability in respect of the Third Party Claim; (ii) settle or compromise any Third Party Claim if the settlement imposes equitable remedies or other obligations on the Indemnified Party; or (iii) settle or compromise any Third Party Claim if the result is to admit civil or criminal liability or culpability on the part of the Indemnified Party that gives rise to criminal liability with respect to the Indemnified Party. No Third Party Claim which is being defended by the Indemnifying Party in accordance with the terms of this Agreement shall be settled or compromised by the Indemnified Party without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed).

Section 8.3 Certain Limitations on Indemnification.

(a) No amount of Losses shall be payable pursuant to Section 8.2(a)(i) to any Seller Indemnified Party unless the aggregate amount of all Losses that are indemnifiable pursuant to Section 8.2(a)(i) exceeds $1,650,000 (the "Deductible"), upon which the aggregate amount of all Losses in excess of such Deductible shall be recoverable in accordance with the terms hereof. For the avoidance of doubt, the Deductible shall be calculated in the aggregate with respect to all Indemnity Claims by Seller Indemnified Parties pursuant to Section 8.2(a)(i).

(b) In no event shall the aggregate amount of Losses for which Seller Indemnified Parties shall be entitled to indemnification pursuant to Section 8.2(a)(i) exceed $33,000,000 (the "Cap"). For the avoidance of doubt, the Cap shall be calculated in the aggregate with respect to all Indemnity Claims by Seller Indemnified Parties pursuant to Section 8.2(a)(i).

(c) The amount of any Loss subject to indemnification under Section 8.2 shall be calculated net of (i) any Tax Benefit actually realized and utilized by the Indemnified Party on account of such Loss in the taxable year in which the indemnification payment is made or a prior taxable year, and (ii) any insurance proceeds, indemnity, contribution or other similar payment actually recovered by the Indemnified Party from any third party with respect thereto; provided, however, that (A) no Indemnified Party shall be required to pursue insurance or other collateral sources to offset Losses which are indemnifiable under Section 8.2 and (B) the amount of such recovery shall be reduced by any costs and expenses incurred in obtaining such recovery and by the amount of any increase in insurance premiums resulting from making the claim giving rise

to such recovery. For purposes hereof, "Tax Benefit" shall mean, with respect to any Loss subject to indemnity under Section 8.2, an amount by which the Tax liability of a party (or a group of Persons filing a Tax Return that includes such party), with respect to a taxable period, is reduced as a result of such Loss or the amount of Tax refund that is generated as a result of such Loss. In the event that an insurance or other recovery is made by any Indemnified Party with respect to any Loss for which any such Indemnified Party has been indemnified hereunder, then the Indemnified Party shall promptly pay to the Indemnifying Party the amount of such recovery, but in no event shall the amount of such payment to the Indemnifying Party exceed the amount of the indemnification payment made to the Indemnified Party.

Section 8.4 Mitigation. Nothing in this Article VIII regarding indemnification rights and obligations shall be deemed to override any obligations with respect to mitigation of Losses existing under applicable Law.

Section 8.5 Pledge Agreement. MNC Holdco LLC, a Delaware limited liability company, shall pledge such number of shares of CME Class A Common Stock having a value equal to $90,000,000 based on the Exchange Ratio (as defined in the GFI Merger Agreement) to secure IDB Buyer's indemnification obligations under this Agreement, pursuant to and in accordance with the terms as set forth therein.

Section 8.6 Contribution. If the indemnification provided for in this Article VIII for any reason is held by a court of competent jurisdiction or by an arbitrator to be unavailable to an Indemnified Party in respect of any Losses arising from or relating to an Indemnity Claim, then the Indemnifying Party, in lieu of indemnifying an Indemnified Party hereunder, shall, to the extent permitted by applicable Law, contribute to the amount paid or payable by the Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the action or inaction which resulted in such Losses, as well as any other relevant equitable considerations. The Indemnifying Party and the Indemnified Party agree that it would not be just and equitable if contribution pursuant to this Section 8.6 were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding sentence.

Section 8.7 Sole and Exclusive Remedy. From and after the Closing, except in the case of (a) willful misconduct with respect to the breach of a covenant or agreement contained in this Agreement or (b) fraud, the indemnification terms set forth in this Article VIII shall constitute the sole and exclusive remedy of the Parties (and the Indemnified Parties) for any and all Losses or other claims relating to or arising from any breach of the representations, warranties, covenants and agreements contained in this Agreement, and the Parties hereby agree that no Party (and no Indemnified Party) shall have any remedy or recourse with respect to any of the foregoing other than as expressly set forth in this Article VIII (and subject to the limitations and terms set forth in this Article VIII). The Parties agree that the provisions in this Agreement relating to indemnification, and the limits imposed on the remedies of the Parties with respect to this Agreement and the transactions contemplated hereby, were specifically bargained for between sophisticated parties. Nothing in this Article VIII shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 9.10.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given on the date of delivery if delivered personally, by email (which is confirmed), or sent by a nationally recognized overnight courier service (providing proof of delivery). All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Seller or CME, to:

Commodore Acquisition LLC
c/o CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
Attention: General Counsel
Email: legalnotices@cmegroup.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Chicago, IL 60606
Attention: Rodd M. Schreiber, Esq.
Richard C. Witzel, Jr., Esq.
Email: Rodd.Schreiber@skadden.com
Richard.Witzel@skadden.com

If to IDB Buyer, JPI or New JPI, to:

GFI Brokers Holdco Ltd
c/o GFI Group, Inc.
55 Water Street
New York, NY 10041
Attention: General Counsel
Email: Us_legal@gfigroup.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey R. Poss, Esq.
Adam M. Turteltaub, Esq.
Email: jposs@willkie.com
aturteltaub@willkie.com

Section 9.2 Interpretation. When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings (including headings contained in parentheticals to Section and Article references) contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As it relates to IDB Buyer, the words "made available" shall be deemed to mean that such information was (a) provided in writing to CME or its Representatives, (b) included in GFI's electronic data room or (c) was otherwise available in GFI's public filings on the SEC's public website (www.sec.gov); provided, that the immaterial omission of a document or part of a document shall not mean that such information was not "made available." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 9.3 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received counterparts thereof signed and delivered by the other Parties. Signatures transmitted electronically shall be accepted as originals for all purposes of this Agreement.

Section 9.4 Entire Agreement; Third Party Beneficiaries.

(a) This Agreement (including the Exhibits and IDB Buyer Disclosure Letter), the Ancillary Agreements, the Confidentiality Agreement, the F-Reorganization Documents (as defined in the JPI Merger Agreement), the JPI Merger Agreement, the GFI Merger Agreement and the GFI Support Agreement (as defined in the GFI Merger Agreement) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person not a party to this Agreement any rights, benefits or remedies of any nature whatsoever, except that the Financing Sources shall be express third party beneficiaries of Sections 5.16(g), 9.4(b)

(where applicable to the Financing Sources), 9.6 (where applicable to the Financing Sources), 9.7 (where applicable to the Financing Sources), 9.9(b) and 9.9(d), each of such Sections shall expressly inure to the benefit of the Financing Sources and the Financing Sources shall be entitled to rely on and enforce the provisions of such Sections (in each case to the extent expressly applicable to them). The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. The representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties (other than the Financing Sources). Accordingly, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 9.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 9.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void; provided that IDB Buyer shall have the right to assign its rights and interests under this Agreement to any Affiliate of IDB Buyer without the prior written consent of the other Parties; provided, further, however, that no such assignment shall otherwise vary or diminish any of IDB Buyer's rights or obligations under this Agreement; and provided, further, that IDB Buyer shall have the right to assign its rights and interests (but not its obligations) under this Agreement by way of security to the Lenders without obtaining the prior consent of Seller. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 9.7 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties; provided, however, that this proviso of this Section 9.7 and Sections 5.16(g), 9.4(b) (where applicable to the Financing Sources), 9.6 (where applicable to the Financing Sources), 9.9(b) and 9.9(d) (and any other provision of this Agreement to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance of such Sections or provisions) that adversely affects any Financing Source may not be amended, supplement, waived or otherwise modified without the prior written consent of the Lenders, or any applicable agent of such Lenders with the consent of the requisite number of such Lenders; provided, further, that after the Closing neither JPI nor New JPI shall be required to sign or otherwise agree to any amendment of this Agreement.

Section 9.8 Extension; Waiver. At any time prior to the Closing, the Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties

contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

Section 9.9 Governing Law and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN, ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF DELAWARE. Except as set forth in Section 2.7 (Post-Closing Adjustment), the Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of or relating to this Agreement the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.1 (Notices) or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) Notwithstanding anything herein to the contrary, each Seller Related Party and each of the other Parties (i) agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Source in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Financing, the performance thereof or the transactions contemplated thereby, in any forum other than exclusively in the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof), (ii) submits for itself and its property with respect to any such action to the exclusive jurisdiction of such courts, (iii) agrees that service of process, summons, notice or document by registered mail addressed to it at its address provided in Section 9.1 (Notices) shall be effective service of process against it for any such action brought in any such court, (iv) waives and hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court, and (v) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9(c).

(d) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH SELLER RELATED PARTY AND EACH OTHER PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS OF TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT FINANCING OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM AGAINST ANY FINANCING SOURCE.

Section 9.10 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that the Parties (on behalf of themselves and the third-party beneficiaries of this Agreement provided in Section 9.4(b) (Third Party Beneficiaries)) shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 9.11 JPI and New JPI Guaranty.

(a) JPI and New JPI jointly and severally irrevocably, absolutely and unconditionally guarantees to Seller each and every obligation and liability of IDB Buyer hereunder, and the full and timely payment and performance of IDB Buyer's obligations hereunder, in each case through the Closing (or in the case of New JPI, through the effective time of the JPI Mergers) (the "IDB Buyer Guaranteed Obligations"). This is a guarantee of payment and performance, and not merely of collection, and JPI and New JPI acknowledge and agree that this guarantee is full and unconditional, and no release or extinguishment of IDB Buyer's obligations or liabilities under this Agreement, whether by decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guarantee. JPI and New JPI hereby waive, for the benefit of Seller, (i) any right to require Seller, as a condition of payment or performance by JPI or New JPI under this Section 9.11, to proceed against IDB Buyer or pursue any other remedies whatsoever, (ii) to the fullest extent permitted by Law, any defenses or benefits that may be derived from or afforded by Law that limit the liability of or exonerate guarantors or sureties, (iii) any and all promptness, diligence, notice of the creation, renewal, extension or accrual of any of the IDB Buyer Guaranteed Obligations and notice of or proof of reliance by Seller upon this guarantee or acceptance of this guarantee and (iv) any claim, right (including right of set-off), deduction or defense of any kind that IDB Buyer may have or may assert under this Agreement. JPI and New JPI understand that Seller is relying on this guarantee in entering into this Agreement.

(b) Without limiting the generality of the foregoing, JPI and New JPI authorize IDB Buyer in its sole and absolute discretion, without any notice to or consent of JPI or New JPI and without in any way discharging, terminating, releasing, affecting or impairing the obligations of JPI or New JPI hereunder, to (i) amend, modify, extend or accelerate the time or manner of payment for or performance of the IDB Buyer Guaranteed Obligations or otherwise amend or modify any other terms of provisions of this Agreement in accordance with its terms, (ii) release, discharge, compromise or make any settlement with Seller in respect of the IDB Buyer Guaranteed Obligations or (iii) exercise any right or power conferred in this Agreement, or fail or omit to enforce any such right or power, or waive any covenant or condition therein provided or any default thereunder.

(c) JPI and New JPI jointly and severally represent and warrant to Seller that (i) each has full corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder, (ii) the execution and delivery by JPI and New JPI of this Agreement has been duly authorized by all necessary corporate or similar action and no other proceedings are necessary to authorize the execution and delivery of this Agreement, and (iii) this Agreement has been duly and validly executed and delivered by JPI and New JPI and, assuming due authorization and delivery by the other Parties, is a valid and binding agreement, enforceable against JPI and New JPI in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 9.12 CME Guaranty.

(a) CME irrevocably, absolutely and unconditionally guarantees to IDB Buyer each and every obligation and liability of Seller hereunder, and the full and timely payment and performance of Seller's obligations hereunder, in each case through the Closing (the "Seller Guaranteed Obligations"). This is a guarantee of payment and performance, and not merely of collection, and CME acknowledges and agrees that this guarantee is full and unconditional, and no release or extinguishment of Seller's obligations or liabilities under this Agreement, whether by decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guarantee. CME hereby waives, for the benefit of IDB Buyer, (i) any right to require IDB Buyer, as a condition of payment or performance by CME under this Section 9.12, to proceed against Seller or pursue any other remedies whatsoever, (ii) to the fullest extent permitted by Law, any defenses or benefits that may be derived from or afforded by Law that limit the liability of or exonerate guarantors or sureties, (iii) any and all promptness, diligence, notice of the creation, renewal, extension or accrual of any of the Seller Guaranteed Obligations and notice of or proof of reliance by IDB Buyer upon this guarantee or acceptance of this guarantee and (iv) any claim, right (including right of set-off), deduction or defense of any kind that Seller may have or may assert under this Agreement. CME understands that IDB Buyer is relying on this guarantee in entering into this Agreement.

(b) Without limiting the generality of the foregoing, CME authorizes Seller in its sole and absolute discretion, without any notice to or consent of CME and without in any way discharging, terminating, releasing, affecting or impairing the obligations of CME hereunder, to (i) amend, modify, extend or accelerate the time or manner of payment for or performance of the Seller Guaranteed Obligations or otherwise amend or modify any other terms of provisions of this Agreement in accordance with its terms, (ii) release, discharge, compromise or make any settlement with IDB Buyer in respect of the Seller Guaranteed Obligations or (iii) exercise any right or power conferred in this Agreement, or fail or omit to enforce any such right or power, or waive any covenant or condition therein provided or any default thereunder.

(c) CME represents and warrants to IDB Buyer that (i) it has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) the execution and delivery by CME of this Agreement has been duly authorized by all necessary corporate action and no other proceedings are necessary to authorize the execution and delivery of this Agreement, and (iii) this Agreement has been duly and validly executed and delivered by CME and, assuming due authorization and delivery by the other Parties, is a valid and binding agreement, enforceable against CME in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

* * * * *

IN WITNESS WHEREOF, Seller, Buyer, CME, JPI and New JPI have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

COMMODORE ACQUISITION LLC

By: _____
Name:
Title:

GFI BROKERS HOLD CO LTD.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

CME GROUP INC.

By: _____
Name:
Title:

JERSEY PARTNERS INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

NEW JPI INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

COMMODORE ACQUISITION LLC

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Treasurer

[Signature Page to I Purchase Agreement]

CME GROUP INC.

By: /s/ Kathleen M. Cronin
Name: Kathleen M. Cronin
Title: General Counsel

[Signature Page to I Purchase Agreement]

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GFI

Capitalized terms used but not defined in this Exhibit F shall have the meanings given to them in the GFI Merger Agreement. Except as (i) set forth in the corresponding sections or subsections of the GFI Disclosure Letter (as defined in the GFI Merger Agreement) prior to the execution of this Agreement (the "GFI Disclosure Letter") (it being agreed that disclosure of any item in any Section or Subsection of the GFI Disclosure Letter shall be deemed disclosure with respect to any other Section or Subsection to which the relevance of such item is reasonably apparent on the face of such disclosure (other than with respect to Section 3.11(b) (Absence of Certain Changes), which shall not be subject to or qualified by the information set forth in any Section or Subsection of the GFI Disclosure Letter other than Section 3.11(b) (Absence of Certain Changes) thereof)) or (ii) other than with respect to the GFI Identified Representations, disclosed in the GFI SEC Documents filed with the SEC pursuant to the Exchange Act since January 1, 2014 and at least three Business Days prior to the date of this Agreement, excluding any disclosures set forth in any Section entitled "Risk Factors" or "Forward-Looking Statements" or in any other Section to the extent they are forward-looking statements or cautionary, nonspecific, predictive or forward-looking in nature, GFI represents and warrants to CME, Merger Sub 1 and Merger Sub 2 as follows:

Section 3.1 Organization. GFI is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted. GFI is qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect. GFI has delivered or made available to CME true, correct and complete copies of its Constituent Documents, as amended and in effect on the date of this Agreement. GFI has delivered or made available to CME true, correct and complete copies of the minutes of, and resolutions approved and adopted at, all meetings of the Board of Directors of GFI held since January 1, 2011 through the date of this Agreement other than minutes related to the Transactions.

Section 3.2 Subsidiaries.

(a) Section 3.2(a) of the GFI Disclosure Letter sets forth, prior to and following the Pre-Closing Reorganization, (i) each Subsidiary of GFI conducting the Trayport Business or the FENICS Business (individually, a "T&F Subsidiary" and collectively, the "T&F Subsidiaries"), (ii) the number of authorized, allotted, issued and outstanding Securities of each T&F Subsidiary, (iii) each T&F Subsidiary's jurisdiction of incorporation or organization and (iv) the location of each T&F Subsidiary's principal executive offices. Each T&F Subsidiary is a corporation or company limited by shares duly incorporated or a limited liability company, partnership or other entity duly organized and is validly existing and, to the extent such concept or a similar concept exists in the relevant jurisdiction, in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has all requisite

corporate or other power and authority, as the case may be, to own, lease and operate its properties and assets and to carry on its business in all material respects as currently conducted. Each T&F Subsidiary is qualified or licensed to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its properties or assets or conduct of its business requires such qualification or license, except where any failures to be so qualified or licensed and in good standing do not constitute a Material Adverse Effect. GFI has delivered or made available to CME true, correct and complete copies of the Constituent Documents of each T&F Subsidiary, as amended and in effect on the date of this Agreement.

(b) GFI is, directly or indirectly, the record and Beneficial Owner of all of the outstanding Securities of each T&F Subsidiary, free and clear of any Liens and free of any other limitation or restriction (including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities), other than, in each case, any limitation or restriction imposed by any federal, state or foreign securities Laws. All of such Securities have been duly authorized, validly issued, fully paid and, where applicable, are non-assessable (and no such Securities have been issued in violation of any preemptive or similar rights). Except for the Securities of the Subsidiaries of GFI, GFI does not own, directly or indirectly, any Securities in any entity.

Section 3.3 Capitalization.

(a) As of the date of this Agreement, the authorized Securities of GFI consists of 400,000,000 shares of GFI Common Stock, par value $0.01, and 5,000,000 shares of preferred stock, par value $0.01. At the close of business on June 30, 2014: (i) 126,487,416 shares of GFI Common Stock were issued and outstanding, (ii) 17,033,430 shares of GFI Common Stock were held in treasury by GFI, (iii) 7,638,624 shares of GFI Common Stock were reserved for issuance pursuant to the GFI Stock Plans and (iv) no shares of GFI preferred stock are issued and outstanding. Except as set forth above, no Securities of GFI are issued, reserved for issuance or outstanding. All issued and outstanding GFI Common Stock have been, and all shares of GFI Common Stock that may be issued pursuant to GFI Stock Plans will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and non-assessable and are subject to no preemptive or similar rights.

(b) Section 3.3(b) of the GFI Disclosure Letter sets forth each GFI Stock Plan and, as of July 28, 2014, the aggregate number of shares of GFI Common Stock relating to outstanding and available awards under each GFI Stock Plan. GFI has delivered or made available to CME the form of agreement related to each such award. No material changes have been made to such form in connection with any award. The only awards held by Continuing Employees under the GFI Stock Plan are GFI RSUs ("Continuing Employee RSUs"). As of June 30, 2014, 165,494 shares of GFI Common Stock are subject to Continuing Employee RSUs. Section 3.3(b)(i) of the GFI Disclosure Letter sets forth, as of the date hereof, for any award under the GFI Stock Plans then held by an IDB Employee, the name of such individual, the type of such award together with its date of grant and vesting schedule, the country in which such individual is employed, the number of shares of GFI Common Stock subject to such award, the GFI Stock Plan under which the award was granted and, in the case of such award that is a GFI Stock Option, its per-share exercise price and expiration date. Section 3.3(b)(ii) of the GFI Disclosure Letter sets forth, as of the date hereof, for each Continuing Employee RSU, the name

of the holder, its date of grant and vesting schedule, the country in which such individual is employed, the number of shares of GFI Common Stock subject to the award and the GFI Stock Plan under which the Continuing Employee RSU was granted. The only awards outstanding under the GFI Stock Plans are those identified on Section 3.3(b)(i) or Section 3.3(b)(ii) of the GFI Disclosure Letter.

(c) There are no preemptive or similar rights on the part of any holder of any class of Securities of GFI or any T&F Subsidiary. Neither GFI nor any T&F Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the holders of any class of Securities of GFI or any T&F Subsidiary on any matter submitted to such holders of Securities. Other than the GFI RSUs and the GFI Stock Options pursuant to the GFI Stock Plans, there are no other outstanding Equity Rights with respect to the Securities of GFI or any T&F Subsidiary. There are no outstanding contractual obligations of GFI or any T&F Subsidiary to repurchase, redeem or otherwise acquire any Securities of GFI or any T&F Subsidiary. There are no proxies, voting trusts or other agreements or understandings to which GFI is a party or is bound with respect to the voting of the Securities of GFI.

Section 3.4 Authorization; Board Approval; Voting Requirements.

(a) GFI has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the GFI Stockholder Approval with respect to the consummation of the Merger, to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of GFI are necessary for it to authorize this Agreement or to consummate the Transactions, except for the adoption of this Agreement and the approval of the Merger by the GFI Stockholder Approval. This Agreement has been duly and validly executed and delivered by GFI and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of GFI, enforceable against GFI in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) RESERVED.

(c) The affirmative vote at the GFI Stockholders Meeting or any adjournment or postponement thereof of the holders of 66 2/3% of the shares of GFI Common Stock cast at the GFI Stockholders Meeting (provided that such affirmative vote represents at least a majority of the outstanding shares of GFI Common Stock) in favor of the adoption of this Agreement is the only vote or consent of the holders of any class or series of Securities of GFI Common Stock necessary to adopt this Agreement and approve the Transactions. GFI has agreed with CME to also subject the adoption of this Agreement to the affirmative vote at the GFI Stockholders Meeting or any adjournment or postponement thereof of the holders of a majority of the outstanding shares of GFI Common Stock that are not Beneficially Owned by (i) the JPI Stockholder Parties, (ii) the other stockholders of JPI and New JPI, (iii) the officers and directors of GFI or (iv) any other Person having any Equity Rights in, or any right to acquire any Equity

Rights in (A) JPI, New JPI or any of their respective Affiliates (other than GFI) or Subsidiaries or (B) IDB Buyer or any of its Affiliates (other than GFI) or Subsidiaries (the "Disinterested Stockholder Approval" and together with the approval referenced in the preceding sentence, the "GFI Stockholder Approval").

Section 3.5 Takeover Statute; No Restrictions on the Transactions.

(a) No state "fair price," "moratorium," "control share acquisition" or similar anti-takeover statute is applicable to the Transactions.

(b) As set forth in its Constituent Documents, GFI has opted out of Section 203 of the DGCL.

Section 3.6 No Violations; Consents and Approvals.

(a) The execution and delivery of this Agreement by GFI does not, and the consummation by GFI and the T&F Subsidiaries of the Transactions will not: (i) subject to the GFI Stockholder Approval, conflict with any provisions of the Constituent Documents of GFI or any T&F Subsidiary; (ii) violate any Law or rules of any Self-Regulatory Organization (assuming compliance with the matters set forth in Section 3.6(b) (Consents and Approvals)); (iii) result, after the giving of notice, with lapse of time or otherwise, in any violation, default or loss of a benefit under, or permit the acceleration or termination of any obligation under or require any consent under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which GFI or any Subsidiary of GFI is a party or by which GFI or any Subsidiary of GFI or any of their respective assets or properties may be bound; (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any properties or assets of GFI or any T&F Subsidiary or (v) cause the suspension or revocation of any GFI Permit (assuming compliance with the matters set forth in Section 3.6(b) (Consents and Approvals)), except, in the case of clauses (ii), (iii), (iv) and (v), as do not constitute a Material Adverse Effect.

(b) No clearance, consent, approval, order, license or authorization of, or declaration, registration or filing with, or notice to, or permit issued by, any Governmental Entity or Self-Regulatory Organization is required to be made or obtained by GFI or any T&F Subsidiary in connection with the execution or delivery of this Agreement by GFI or the consummation by GFI and the T&F Subsidiaries of the Transactions, except for: (i) compliance by GFI with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any required filings or notifications under any foreign antitrust merger control Laws (the "Foreign Competition Laws") set forth in Section 3.6(b)(i) of the GFI Disclosure Letter; (ii) the Regulatory Approvals and Notices set forth in Section 3.6(b)(ii) of the GFI Disclosure Letter; (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL; (iv) the filing of the Subsequent Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the DLLCA; (v) the filings with the U.S. Securities and Exchange Commission (the "SEC") of (A) the Proxy Statement/Prospectus in accordance with Regulation 14A promulgated under the Exchange Act, (B) the Form S-4 and (C) such reports under and such other compliance with the Exchange Act and the Securities Act as may be required in connection with this Agreement and the

Transactions; (vi) any registration, filing or notification required pursuant to state securities or "blue sky" laws and (vii) any such clearance, consent, approval, order, license, authorization, declaration, registration, filing, notice or permit, the failure of which to make or obtain do not constitute a Material Adverse Effect.

Section 3.7 SEC Reports; GFI Financial Statements.

(a) GFI has filed or furnished all reports, schedules, forms, statements, exhibits and other documents required to be filed or furnished by it with or to the SEC since January 1, 2011 (together with all exhibits, financial statements and schedules thereto and all information incorporated therein by reference, the "GFI SEC Documents"). As of its filing (or furnishing) date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each GFI SEC Document complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended prior to the date of this Agreement, as of the date of the last such amendment, each GFI SEC Document filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each GFI SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective prior to the date of this Agreement, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made in light of the circumstances under which they were made, not misleading. None of the Subsidiaries of GFI is required to make any filings with the SEC pursuant to the Exchange Act.

(b) The GFI Financial Statements, which have been derived from the accounting books and records of GFI and the Subsidiaries of GFI, comply as to form in all material respects with the applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods presented, except as otherwise noted therein. The consolidated balance sheets (including the related notes) included in the GFI Financial Statements present fairly in all material respects the consolidated financial position of GFI and the Subsidiaries of GFI as at the respective dates thereof, and the consolidated statements of income, consolidated statements of stockholders' equity and consolidated statements of cash flows (in each case including the related notes) included in such GFI Financial Statements present fairly in all material respects the consolidated results of operations, stockholders' equity and cash flows of GFI and the Subsidiaries of GFI for the respective periods indicated, except as otherwise noted therein and subject, in the case of interim unaudited financial statements, to normal, recurring year-end adjustments.

(c) As of the date hereof, to the Knowledge of GFI, there are no outstanding or unresolved comments in comment letters from the SEC staff with respect to any of the GFI SEC Documents. GFI has delivered or made available to CME true, correct and complete copies of all material correspondence with the SEC occurring since January 1, 2011. To the Knowledge of GFI, as of the date hereof, none of the GFI SEC Documents is the subject of ongoing SEC review.

(d) The audit committee of the Board of Directors of GFI has established "whistleblower" procedures that meet the requirements of Exchange Act Rule 10A-3 in all material respects and has delivered or made available to CME true, complete and correct copies of such procedures in effect as of the date of this Agreement. To the Knowledge of GFI, neither GFI nor any Subsidiary of GFI has received any "complaints" (within the meaning of Exchange Act Rule 10A-3) in respect of any accounting, internal accounting controls or auditing matters. To the Knowledge of GFI, no complaint seeking relief under Section 806 of the Sarbanes-Oxley Act has been filed with the United States Secretary of Labor and no employee has threatened to file any such complaint.

Section 3.8 Absence of Undisclosed Liabilities. GFI and the T&F Subsidiaries do not have any liabilities, obligations or commitments, whether or not accrued, known or unknown, contingent or otherwise and whether or not required by GAAP to be disclosed or reflected on GFI's consolidated balance sheets, except for (a) liabilities reflected or accrued on or reserved against in GFI's consolidated balance sheet as of December 31, 2013 (or the notes thereto) included the GFI Financial Statements, (b) liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2013, (c) liabilities incurred pursuant to, or in connection with, the Transactions or (d) liabilities that do not constitute a Material Adverse Effect.

Section 3.9 Title to Assets; Sufficiency of Assets.

(a) GFI and the Subsidiaries of GFI have good and valid title to, or valid leasehold interests in, and immediately following the consummation of the Transactions and after giving effect thereto, the CME Retained Subsidiaries will have good and valid title to, or valid leasehold interests in or valid right to use, all material assets, properties and rights of the Trayport Business and the FENICS Business, free and clear of Liens other than Permitted Liens.

(b) The assets, properties and rights of the CME Retained Subsidiaries, taken together with the rights contractually obtained pursuant to the Ancillary Agreements, are, and immediately following the consummation of the Transactions and after giving effect thereto will be, sufficient to conduct and operate the Trayport Business and the FENICS Business in all material respects in the manner as currently conducted or currently proposed to be conducted by GFI and the Subsidiaries of GFI.

Section 3.10 Form S-4; Proxy Statement/Prospectus. None of the information supplied in writing or to be supplied in writing by GFI or any Subsidiary of GFI for inclusion or incorporation by reference in (a) the registration statement on Form S-4 (the "Form S-4") to be filed with the SEC by CME in connection with the issuance of shares of CME Class A Common Stock in the Merger will, at the time the Form S-4 is filed with the SEC or at any time it is supplemented or amended or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (b) the Proxy Statement/Prospectus will, on the date it is first mailed to the stockholders of GFI and at the time of the GFI Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which

they are made, not misleading. No representation or warranty is made by GFI with respect to statements made or incorporated by reference in the foregoing documents based on information supplied by CME, Merger Sub 1, Merger Sub 2 or any of their respective Representatives for inclusion or incorporation by reference in the foregoing documents.

Section 3.11 Absence of Certain Changes. Since January 1, 2014, (a)(i) GFI and the T&F Subsidiaries have in all material respects conducted their respective businesses only in the ordinary course consistent with past practice except as contemplated hereunder (including actions and transactions related to the Transactions) and (ii) there has not been any action taken by GFI or any T&F Subsidiary that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 5.1 of the GFI Merger Agreement (Covenants of GFI), and (b) there has not been a Material Adverse Effect.

Section 3.12 Litigation. As of the date hereof, (a) there is no Proceeding pending, threatened in writing, or, to the Knowledge of GFI, threatened against GFI or any T&F Subsidiary, or their respective properties or rights or any of their respective current or former directors, officers, employees or contractors (in their capacities as such or relating to their services or relationship to GFI) except as do not constitute a Material Adverse Effect, (b) there is no Order of any Governmental Entity, Self-Regulatory Organization or arbitrator outstanding against GFI or any T&F Subsidiary except as do not constitute a Material Adverse Effect and (c) there is no Proceeding pending or, to the Knowledge of GFI, threatened against GFI or any Subsidiary of GFI, which seeks to, or would reasonably be expected to, restrain, enjoin or delay the consummation of any of the Transactions or which seeks damages in connection therewith, and no injunction of any type has been entered or issued.

Section 3.13 Compliance with Laws.

(a) Except as do not constitute a Material Adverse Effect, (i) each of GFI and the T&F Subsidiaries hold all material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are required for the lawful conduct of their respective businesses or ownership of their respective assets and properties (the "GFI Permits"), (ii) all GFI Permits are in full force and effect and none of the GFI Permits have been withdrawn, revoked, suspended or cancelled nor is any such withdrawal, revocation, suspension or cancellation pending or, to the Knowledge of GFI, threatened and (iii) each of GFI and the T&F Subsidiaries is, and since January 1, 2011, has been in compliance with the terms of the GFI Permits.

(b) Neither GFI nor any T&F Subsidiaries is in violation of and, to the Knowledge of GFI, no written notice has been given of any violation of, any applicable Law or the applicable rules of any Self-Regulatory Organization, except for any violations that do not constitute a Material Adverse Effect.

(c) Since January 1, 2011, each of the principal executive officer of GFI and the principal financial officer of GFI (or each former principal executive officer of GFI and each former principal financial officer of GFI, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the GFI SEC Documents, and the statements contained in such

certifications are true and accurate. For purposes of this Section 3.13, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Since January 1, 2011, GFI has complied in all material respects with the provisions of the Sarbanes-Oxley Act.

(d) GFI maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed by, or under the supervision of, its principal executive officer and principal financial officer, or Persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. GFI's system of internal accounting controls is sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(e) GFI's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that information required to be disclosed by GFI in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time period specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to GFI's principal executive officer and principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the principal executive officer and principal financial officer of GFI required under the Exchange Act with respect to such reports.

(f) Since January 1, 2011, the audit committee of the Board of Directors of GFI, and, to the Knowledge of GFI, GFI's outside auditors, have not been advised of (i) any "significant deficiencies" or "material weaknesses" in the design or operation of internal control over financial reporting which could reasonably be expected to adversely affect GFI's ability to record, process, summarize and report financial information or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in GFI's internal control over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meanings assigned to them in Public Company Accounting Oversight Board Standards No. 5, as in effect on the date hereof.

(g) Since January 1, 2011, (i) neither GFI nor any T&F Subsidiary has received any material complaint, allegation, assertion or claim, whether written or oral, regarding accounting, internal accounting controls or auditing practices, procedures, methodologies or methods of GFI or any T&F Subsidiary or any material concerns from employees of GFI or any T&F Subsidiary regarding questionable accounting or auditing matters with respect to GFI or any T&F Subsidiary and (ii) no attorney representing GFI or any T&F Subsidiary, whether or not employed by GFI or any T&F Subsidiary, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by GFI or any of its officers, directors, employees or agents to the Board of Directors of GFI or any committee thereof or to the general counsel or chief executive officer of GFI pursuant to the rules of the SEC adopted under Section 307 of the Sarbanes-Oxley Act.

Section 3.14 Taxes.

(a) GFI and each T&F Subsidiary have (i) duly and timely filed (or there have been duly and timely filed on its behalf) with the appropriate Governmental Entities or Taxing Authorities all income and other material Tax Returns required to be filed by it in respect of any material Taxes, and all notifications required to be filed by it with a Taxing Authority in respect of the GFI Stock Plan, (ii) duly and timely paid in full (or GFI has paid on the T&F Subsidiaries' behalf) all Taxes shown as due on such income and other material Tax Returns, (iii) duly and timely paid in full or withheld, or established adequate reserves in accordance with GAAP for, all material Taxes that are due and payable by it (including estimated Tax payments), whether or not such Taxes were shown on any Tax Return or asserted by the relevant Governmental Entity or Taxing Authority, (iv) established reserves in accordance with GAAP that are adequate for the payment of all material Taxes not yet due and payable with respect to the results of operations of GFI and each T&F Subsidiary through the date of the most recent GFI Financial Statement and (v) complied in all material respects with all Laws applicable to the withholding and payment over of material Taxes and has timely withheld and paid over to, or, where amounts have not been so withheld, established an adequate reserve under GAAP for the payment to, the respective proper Governmental Entities or Taxing Authorities all material amounts required to be so withheld and paid over.

(b) There (i) is no deficiency, Proceeding or request for information now pending, outstanding or threatened against or with respect to GFI or any T&F Subsidiary in respect of any material Taxes or material Tax Returns and (ii) are no requests for rulings or determinations in respect of any material Taxes or material Tax Returns pending between GFI or any T&F Subsidiary and any authority responsible for such Taxes or Tax Returns.

(c) No deficiency for any Tax has been asserted or assessed by any Governmental Entity or Taxing Authority in writing against GFI or any T&F Subsidiary (or, to the Knowledge of GFI, has been threatened or proposed), except for deficiencies which have been satisfied by payment, settled or been withdrawn or which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.

(d) There are no tax sharing agreements, tax indemnity agreements or other similar agreements with respect to or involving GFI or any T&F Subsidiary (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

(e) None of GFI or any T&F Subsidiary has any liability for material Taxes as a result of having been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated or consolidated group for tax purposes under state, local or foreign Law (other than a group the common parent of which is GFI), or has any liability for material Taxes of any Person (other than GFI or the T&F Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), or as a

transferee or successor, by contract (other than any written agreement entered into in the ordinary course of business the primary purpose of which does not relate to Taxes or any commercial lending agreement).

(f) None of GFI or any T&F Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) executed on or prior to the Closing Date, (iii) intercompany transactions or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Tax law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) prepaid amount received on or prior to the Closing Date, (vi) cancellation or indebtedness income deferred pursuant to Section 108(i) of the Code, or (vii) otherwise as a result of a transaction or accounting method that accelerated an item of deduction into periods ending on or before the Closing Date or a transaction or accounting method that deferred an item of income into periods beginning after the Closing Date.

(g) There are no material Liens for Taxes upon any property or assets of GFI or any T&F Subsidiary, except for Permitted Liens.

(h) Neither GFI nor any T&F Subsidiary has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(i) Neither GFI nor any T&F Subsidiary has waived any statute of limitations in respect of material Taxes or agreed to any extension of time with regard to a material Tax assessment or deficiency (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course).

(j) None of GFI or any T&F Subsidiary has been a "controlled corporation" or a "distributing corporation" in any distribution occurring during the two-year period ending on the date hereof that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law).

(k) There is no power of attorney given by or binding upon GFI or any T&F Subsidiary with respect to Taxes for any period for which the statute of limitations (including any waivers or extensions) has not yet expired.

(l) None of GFI or any T&F Subsidiary has taken or failed to take any action, or to the Knowledge of GFI there are not any facts or circumstances, that would prevent the Combination from constituting a tax-free reorganization described in Section 368(a) of the Code.

Section 3.15 Real Property. The GFI Leased Real Property described in Section 3.15 of the GFI Disclosure Letter constitute all the real property (including all fee and leasehold interests in real property) of GFI and the T&F Subsidiaries. Except as do not constitute a Material Adverse Effect, all buildings, structures, fixtures and improvements included within

the GFI Leased Real Property (the "GFI Improvements") are in good repair and operating condition, and are adequate and suitable for the purposes for which they are presently being used or held for use, and to the Knowledge of GFI, there are no facts or conditions affecting any of the GFI Improvements that, in the aggregate, would reasonably be expected to materially interfere with the current use, occupancy or operation thereof. Except as do not constitute a Material Adverse Effect, no portion of such GFI Leased Real Property has suffered any damage by fire or other casualty loss which has not heretofore been completely repaired and restored to its original condition (ordinary wear and tear excepted).

Section 3.16 Employee Benefit Plans and Related Matters; ERISA.

(a) Section 3.16(a) of the GFI Disclosure Letter contains a true and complete list of each material employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, retention, change of control, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, trust, agreement or arrangement, and each other material employee benefit plan, program, agreement or arrangement (collectively, the "GFI Benefit Plans") currently maintained or contributed to or required to be contributed to by (i) GFI, (ii) any T&F Subsidiary or (iii) any ERISA Affiliate, in any case for the benefit of any current or former employee, worker, consultant, director or member of GFI or any T&F Subsidiary. Not more than 60 days after the date hereof, GFI shall revise Section 3.16(a) of the GFI Disclosure Letter to identify (by marking them with an asterisk) those GFI Benefit Plans that are maintained exclusively by the CME Retained Subsidiaries solely for the benefit of Continuing Employees and to identify (by marking them with a cross) those GFI Benefit Plans maintained in whole or part for the benefit of any Continuing Employee.

(b) With respect to each of the GFI Benefit Plans, GFI has delivered or made available to CME complete copies of each of the following documents: (i) the GFI Benefit Plan governing documentation (including all amendments thereto); (ii) the annual report and actuarial report, if required under ERISA or the Code or any Law, for the most recent plan year; (iii) the most recent Summary Plan Description, together with each Summary of Material Modifications, if required under ERISA, and other booklets or information issued to participants and beneficiaries; (iv) if the GFI Benefit Plan is funded through a trust or any third party funding vehicle, the trust or other funding agreement (including all amendments thereto) and the most recent financial statements thereof; and (v) the most recent determination letter received from the IRS with respect to each GFI Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(c) In the past six years, neither GFI nor any ERISA Affiliate has maintained or contributed to or was required to contribute to any plan or arrangement that is or was (i) subject to Section 412 of the Code or Section 302 of Title IV of ERISA, (ii) a multiple employer welfare arrangement within the meaning of Section 3(40) of ERISA or (iii) a multiemployer plan within the meaning of Section 3(37) or 4001(a)(3) of ERISA.

(d) Each GFI Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS as to its qualification and, to the Knowledge of GFI, no event has occurred that could reasonably be expected to result in disqualification of such GFI Benefit Plan.

(e) Each of the GFI Benefit Plans has been operated and administered in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code.

(f) Neither GFI nor any T&F Subsidiary has made any loans to employees in violation of Section 402 of the Sarbanes-Oxley Act. Each transfer of funds by GFI or any T&F Subsidiary to any of their respective employees that was deemed a loan was when made (and at all times since has been) properly treated by GFI and the T&F Subsidiaries as such for federal income tax purposes.

(g) Neither the execution of this Agreement nor the consummation of the Transactions will (either alone or together with any other event) (i) cause any payment (whether of severance pay or otherwise) to become due to any current or former employee or director of GFI or a T&F Subsidiary, (ii) cause an increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee or director of GFI or a T&F Subsidiary, (iii) cause any individual to accrue or receive additional benefits, services or accelerated rights to payment of benefits under any GFI Benefit Plan, (iv) provide for payments that could subject any person to liability for tax under Section 4999 of the Code or (v) result in payments under any of the GFI Benefit Plans which would not be deductible under Section 280G of the Code.

(h) There are no pending or, to the Knowledge of GFI, threatened material claims in respect of or relating to any of the GFI Benefit Plans, by any employee or beneficiary covered under any GFI Benefit Plan or otherwise involving any GFI Benefit Plan (other than routine claims for benefits).

(i) Neither GFI, any T&F Subsidiary, any GFI Benefit Plan, any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection that could reasonably be expected to give rise to a civil liability under either Section 409 of ERISA or Section 502(i) of ERISA or a tax imposed pursuant to Section 4975 or 4976 of the Code.

(j) No GFI Benefit Plan provides benefits, including death or medical benefits (whether or not insured), with respect to current or former employees or directors of GFI or any T&F Subsidiary beyond their retirement or other termination of service, other than (i) coverage mandated solely by applicable Law, (ii) death benefits or retirement benefits under any "employee pension plan" (as defined in Section 3(2) of ERISA), (iii) deferred compensation benefits accrued as liabilities on the books of GFI or a T&F Subsidiary or (iv) benefits the full costs of which are borne by the current or former employee or director or his or her beneficiary.

(k) Each stock option issued since January 1, 2005 with respect to GFI Common Stock was granted with a per-share exercise or base price, as the case may be, not less than the fair market value of a share of GFI Common Stock on the date of grant.

(l) With respect to each GFI Benefit Plan established or maintained outside of the U.S. primarily for the benefit of employees of GFI or any T&F Subsidiary residing outside of the U.S. (a "Foreign GFI Benefit Plan"): (i) all material employer and employee contributions to each Foreign GFI Benefit Plan required by Law or by the terms of such Foreign GFI Benefit Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign GFI Benefit Plan and the liability of each insurer for any Foreign GFI Benefit Plan funded through insurance or the book reserve established for any Foreign GFI Benefit Plan, together with any accrued contributions, is not materially less than the accrued benefit obligations with respect to all current and former participants in such plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Foreign GFI Benefit Plan and none of the Transactions shall cause such assets or insurance obligations to be materially less than such benefit obligations; and (iii) each Foreign GFI Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities (including tax authorities). Section 3.16(l) of the GFI Disclosure Letter separately identifies each Foreign GFI Benefit Plan that is a defined benefit pension plan.

Section 3.17 Employees; Labor Matters.

(a) With respect to the Continuing Employees, or any directors of, or consultants to, the Trayport Business, the FENICS Business or any T&F Subsidiary (collectively, the "T&F Persons"), neither GFI nor any Subsidiary of GFI is party to, bound by, or in the process of negotiating a collective bargaining agreement, other labor-related agreement or understanding or work rules with any labor union, labor organization or works council, nor to the Knowledge of GFI, has GFI or any Subsidiary of GFI communicated or represented, whether to any T&F Persons or any labor union, labor organization or works council, that it will recognize any labor union, labor organization or works council.

(b) None of the T&F Persons is represented by a labor union, other labor organization or works council and, (i) to the Knowledge of GFI, there is no effort currently being made or threatened by or on behalf of any labor union or labor organization to organize any T&F Persons, and there are currently no activities related to the establishment of a works council representing T&F Persons, (ii) no demand for recognition of any T&F Persons has been made to GFI or any Subsidiary of GFI by or on behalf of any labor union or labor organization in the past two years and (iii) no petition has been filed, nor has any proceeding been instituted by any T&F Persons or group of T&F Persons with any labor relations board or commission seeking recognition of a collective bargaining representative in the past two years.

(c) There is no pending or, to the Knowledge of GFI, threatened (i) material strike, lockout, work stoppage, slowdown, picketing or labor dispute or other industrial action with respect to or involving any current or former T&F Persons, and there has been no such action or event in the past three years or (ii) material arbitration, or material grievance against GFI or any Subsidiary of GFI involving current or former T&F Persons or any of their representatives.

(d) With respect to the T&F Persons, GFI and the Subsidiaries of GFI are in compliance in all material respects with all (i) Laws respecting employment and

employment practices, terms and conditions of employment, labor relations, collective bargaining, disability, immigration, layoffs, health and safety, wages, hours and benefits, and plant closings and layoffs, including classification of employees, consultants and independent contractors and classification of employees and consultants for overtime eligibility, non-discrimination in employment, data protection, workers' compensation and the collection and payment of withholding and/or payroll taxes and similar taxes and (ii) obligations of GFI or any of the Subsidiaries of GFI under any employment agreement, agreement for the provision of personal services, severance agreement, collective bargaining agreement or any similar employment or labor-related agreement or arrangement.

(e) To the Knowledge of GFI, no Continuing Employee is in violation of any non-compete, non-solicitation, nondisclosure, confidentiality, employment, consulting or similar agreement with a third party in connection with his or her employment with GFI or any Subsidiary of GFI that would result in any material liability or obligation against GFI or any T&F Subsidiary.

(f) Prior to the date of this Agreement, GFI and the Subsidiaries of GFI, as applicable, have satisfied any material legal or contractual requirement to provide notice to, or to enter into any consultation procedure with, any labor union, works council or other organization representing T&F Persons, in connection with the Transactions, including the Pre-Closing Reorganization.

(g) Section 3.17(g) of the GFI Disclosure Letter contains a true and complete list as of the date hereof, which list shall be updated within a reasonable time prior to the Closing Date with any additions or deletions in accordance with Section 5.1 of the GFI Merger Agreement, of the names and dates of commencement of employment or engagement of all T&F Persons who are either entitled to remuneration or fees in excess of $100,000 per annum or are employed or retained pursuant to an agreement or arrangement which cannot be terminated on less than three months' notice, and the annual base salary rate, guaranteed or target bonus amount and commission rate payable to all such persons.

(h) As of the date of this Agreement, neither GFI nor any Subsidiary of GFI has received any written notice of resignation from any T&F Person earning in excess of $100,000 per annum that has not expired. Section 3.17(h) of the GFI Disclosure Letter shall be updated prior to the Closing Date to reflect any such notices received between the date of this Agreement and the Closing Date.

(i) Other than as set forth in Section 6.6(e) of the GFI Merger Agreement, to the Knowledge of GFI, with respect to the T&F Persons, neither GFI nor any Subsidiary of GFI is involved in negotiations (whether with T&F Persons or any trade union or other representatives thereof) to vary materially the terms and conditions of employment or engagement of any T&F Person, nor, to the Knowledge of GFI, are there any outstanding agreements, promises or offers made by GFI or any Subsidiary of GFI to any T&F Person or to any trade union or other representatives thereof concerning or affecting the terms and conditions of employment or engagement of any T&F Person, and neither GFI nor any Subsidiary of GFI is under any contractual or other obligation to change the terms of service of any T&F Person.

(j) With respect to any T&F Persons earning in excess of $100,000 per annum, neither GFI nor any Subsidiary of GFI has given notice of any termination of employment in any other jurisdiction, nor started consultations with any employee, worker, director, consultant or representative thereof regarding transfer of employment within the 12 months preceding the date of this Agreement in relation thereto.

(k) There are no T&F Persons providing services to the IDB Business earning in excess of $100,000 per annum that provide services pursuant to a secondment, employee lease or employee lending arrangement, whether via another Subsidiary of GFI or Affiliate or a third party.

Section 3.18 Intellectual Property.

(a) Section 3.18(a) of the GFI Disclosure Letter sets forth a complete and accurate list of all U.S. and foreign (i) Patents, (ii) registered and applied for Trademarks, (iii) registered Copyrights and (iv) material Software, in each of the foregoing, which are owned by GFI or a Subsidiary of GFI used primarily in the Trayport Business or the FENICS Business (collectively, the "GFI Registered Intellectual Property") as of the date hereof, which list shall be updated within a reasonable time prior to the Closing Date with any additions or deletions in accordance with Section 5.1 of the GFI Merger Agreement. Such list includes, where applicable, the record owner, jurisdiction and registration and/or application number, and date issued (or filed) for each of the foregoing.

(b) Section 3.18(b) of the GFI Disclosure Letter sets forth a complete and accurate list of all material agreements to which GFI or any GFI Subsidiary is party or is otherwise bound: (i) granting or obtaining any right to use or practice any rights under any Intellectual Property of the Trayport Business and the FENICS Business, (ii) restricting GFI or any Subsidiary of GFI' right to use or register any Intellectual Property relating to the Trayport Business or the FENICS Business, or (iii) to which GFI or a Subsidiary of GFI is a party permitting or agreeing to permit any other Person to use, enforce or register any Intellectual Property relating to the Trayport Business or the FENICS Business, including license agreements, coexisting agreements and covenants not to sue, but excluding any IT vendor agreements that are not primarily licenses for Software or other Intellectual Property or any customer agreements, "shrink-wrap" or "click-wrap" agreements for off-the-shelf commercially available software (collectively, the "GFI License Agreements").

(c) GFI or a T&F Subsidiary is the sole and exclusive owner of, free and clear of all Liens (except Permitted Liens), or has a valid right to use in its business as currently conducted or currently proposed by GFI to be conducted, all of the Intellectual Property that is material to their respective businesses. The material GFI Registered Intellectual Property is subsisting, in full force and effect, and has not been cancelled, expired or abandoned. No current or former partner, director, officer or employee of GFI (or any of its predecessors in interest) will, after giving effect to the Transactions, own or retain any rights to use any material GFI Owned Intellectual Property.

(d) Within the past three years, there have been no filed, pending, or to the Knowledge of GFI, threatened (including in the form of offers or invitations to obtain a

license) claims, suits, arbitrations or other adversarial proceedings before any court, agency, arbitral tribunal or registration authority in any jurisdiction alleging that the activities or conduct of the business of GFI or a T&F Subsidiary infringes upon, violates or constitutes the unauthorized use of the intellectual property rights of any third party or challenging GFI's or a T&F Subsidiary's ownership, use, validity, enforceability or registrability of any GFI Owned Intellectual Property.

(e) The conduct of the business of GFI and the T&F Subsidiaries by GFI as conducted in the past three years, as currently conducted or currently proposed by GFI to be conducted does not infringe upon (either directly or indirectly, such as through contributory infringement or inducement to infringe), misappropriate, or otherwise violate, and has not infringed upon (directly or indirectly), misappropriated, or otherwise violated, any Intellectual Property rights of any other Person.

(f) To the Knowledge of GFI, no third party is misappropriating, infringing, diluting or violating any GFI Owned Intellectual Property, except to the extent such misappropriations, infringements, dilutions or violations do not constitute a Material Adverse Effect. No material claims, suits, arbitrations or other adversarial claims have been brought or, to the Knowledge of GFI, threatened against any third party relating to the Trayport Business or the FENICS Business by GFI or a Subsidiary of GFI.

(g) GFI and each T&F Subsidiary have taken commercially reasonable measures to protect the confidentiality of material Trade Secrets owned or held by GFI and the T&F Subsidiaries, including requiring its employees and other parties having access thereto to execute written nondisclosure agreements, except as would not constitute a Material Adverse Effect. To the Knowledge of GFI, no third party to any material nondisclosure agreement relating to the Trayport Business or the FENICS Business with GFI or a Subsidiary of GFI is in breach, violation or default thereof.

(h) To the Knowledge of GFI, each current and former consultant and individual that has delivered, developed, contributed to, modified or improved Intellectual Property relating to the Trayport Business or the FENICS Business and owned or purported to be owned by GFI or a Subsidiary of GFI has executed an agreement assigning to GFI or such Subsidiary of GFI all of such consultant's and individual's rights in such development, contribution, modification or improvement.

(i) To the Knowledge of GFI, set forth in Section 3.18(i) of the GFI Disclosure Letter is a complete and accurate list of (i) all material Open Source Software used by GFI or any T&F Subsidiary and (ii) what license agreement (including the version thereof) governs GFI's or any Subsidiaries' use of such Open Source Software.

(j) Neither GFI nor any T&F Subsidiary has used, modified, or distributed any Open Source Software in a manner that: (i) requires, or has, as a condition of its use or distribution, the disclosure, licensing, or distribution of any material Software source code owned by GFI or any T&F Subsidiary or (ii) otherwise imposes an obligation to distribute any material Software source code owned by GFI or any T&F Subsidiary on a royalty-free basis, except in each of clauses (i) and (ii) that would not constitute a Material Adverse Effect.

(k) GFI and each Subsidiary of GFI have established and maintained a commercially reasonable privacy policy relating to the Trayport Business or the FENICS Business, and have been in compliance in all material respects with (i) such policy, (ii) all written statements by GFI or a Subsidiary of GFI provided to any customer, regulator or employee of the Trayport Business or the FENICS Business that addresses the privacy or security of Personal Information gathered, used, held for use or accessed in the course of the operations of the Trayport Business or the FENICS Business and (iii) all applicable federal, state, local and foreign Laws and regulations relating to privacy, data protection, export and the collection and use of Personal Information gathered, used, held for use or accessed in the course of the operations of the Trayport Business or the FENICS Business. No claims have been asserted or, to the Knowledge of GFI, threatened against GFI or any Subsidiary of GFI relating to the Trayport Business or the FENICS Business alleging a violation of any Person's privacy or Personal Information or data rights and the consummation of the Transactions will not constitute a breach or otherwise cause any violation of any Law related to privacy, data protection, or the collection and use of Personal Information gathered, used, held for use or accessed on or on behalf of GFI or any Subsidiary of GFI in the conduct of the Trayport Business or the FENICS Business.

(l) GFI and each Subsidiary of GFI have taken commercially reasonable measures to protect against unauthorized access to, or use, modification or misuse of, Personal Information and Trade Secrets collected relating to the Trayport Business or the FENICS Business and owned or held by GFI or any Subsidiary of GFI, or any information technology systems relating to the Trayport Business or the FENICS Business used by or on behalf of GFI or any Subsidiary of GFI. To the Knowledge of GFI, there has not been any unauthorized disclosure or use of, or access to, any such Personal Information, Trade Secret or information technology systems, in each case, relating to the Trayport Business or the FENICS Business.

(m) The material Software authored by GFI or any Subsidiary of GFI (to the extent applicable to the Trayport Business or the FENICS Business) does not, and, to the Knowledge of GFI, any other material Software that is used in their respective businesses does not, contain any Contaminants, and GFI and the Subsidiaries of GFI (to the extent applicable to the Trayport Business or the FENICS Business) have taken reasonable efforts to protect the computer systems (including computer and telecommunications hardware, and Software) owned, leased or used by, or licensed to, any of GFI or any Subsidiary of GFI (to the extent applicable to the Trayport Business or the FENICS Business) from Contaminants.

Section 3.19 Contracts.

(a) Except for this Agreement and any contract set forth in Section 3.19(a) of the GFI Disclosure Letter, neither GFI nor any Subsidiary of GFI is a party to or bound by, nor are any of their respective assets, businesses or operations party to, or bound or affected by, or receive benefits under, in any case relating to the Trayport Business or the FENICS Business:

(i) any agreement relating to Indebtedness;

(ii) any contracts under which GFI or any of the Subsidiaries of GFI has advanced or loaned any Person any amounts in excess of $500,000;

(iii) any material joint venture, partnership, limited liability company, shareholder, or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership, strategic alliance or joint venture;

(iv) any material agreement relating to any strategic alliance, joint development, joint marketing, partnership or similar arrangement;

(v) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any business or real property (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration in excess of $2,000,000;

(vi) any material agreement with (A) any Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of GFI or any Subsidiary of GFI, (B) any Person 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by GFI or any Subsidiary of GFI or (C) any current or former director or officer of GFI or any Subsidiary of GFI related to voting Securities of GFI or any Subsidiary of GFI;

(vii) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which GFI or any Subsidiary of GFI may engage or the manner or locations in which any of them may so engage in any business or could require the disposition of any material assets or line of business of GFI or any Subsidiary of GFI;

(viii) any agreement with a non-solicitation or “most-favored-nations” pricing provision that purports to limit or restrict in any material respect GFI or any Subsidiary of GFI;

(ix) any agreement, other than such agreements entered into in the ordinary course of business, under which (A) any Person (other than GFI or a Subsidiary of GFI) has directly or indirectly guaranteed or provided an indemnity in respect of any liabilities, obligations or commitments of GFI or any Subsidiary of GFI or (B) GFI or any Subsidiary of GFI has directly or indirectly guaranteed or provided an indemnity in respect of liabilities, obligations or commitments of any other Person (other than GFI or a Subsidiary of GFI) (in each case other than endorsements for the purpose of collection in a commercially reasonable manner consistent with industry practice), unless such guarantor or indemnity obligation is less than $1,000,000;

(x) any other agreement or amendment thereto that would be required to be filed as an exhibit to any GFI SEC Document (as described in Items 601(b)(4) and 601(b)(10) of Regulation S–K under the Securities Act) that has not been filed as an exhibit to or incorporated by reference in the GFI SEC Documents filed prior to the date of this Agreement;

(xi) any agreement under which GFI or any Subsidiary of GFI has granted any Person registration rights (including demand and piggy-back registration rights);

(xii) any agreement that involves expenditures or receipts of GFI or any Subsidiary of GFI in excess of $3,000,000 in the aggregate per year;

(xiii) any material agreement with any Governmental Entity;

(xiv) any material agreement between or among Affiliates of GFI;

(xv) any Lease for the GFI Leased Real Property, and any other agreement that relates in any way to the occupancy or use of any of the GFI Leased Real Property; or

(xvi) any agreement the termination or breach of which or the failure to obtain consent in respect of constitutes a Material Adverse Effect.

(b) The agreements, commitments, arrangements and plans, whether written or oral, listed or required to be listed in Section 3.19(a) of the GFI Disclosure Letter together with the GFI License Agreements are referred to herein as the "GFI Contracts." Except as would not have a material impact on the respective businesses of GFI and the Subsidiaries of GFI, (i) neither GFI nor any Subsidiary of GFI is and, to the Knowledge of GFI, no other party is, in breach or violation of, or in default under, any GFI Contract, (ii) each GFI Contract is a valid and binding agreement of GFI or a Subsidiary of GFI, as the case may be, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles, (iii) to the Knowledge of GFI, no event has occurred which would result in a breach or violation of, or a default under, any GFI Contract (in each case, with or without notice or lapse of time or both), and (iv) each GFI Contract (including all modifications and amendments thereto and waivers thereunder) is in full force and effect with respect to GFI or the Subsidiaries of GFI, as applicable, and, to the Knowledge of GFI, with respect to the other parties thereto, and have been delivered or made available to CME.

Section 3.20 Customers. Section 3.20 of the GFI Disclosure Letter sets forth the 20 largest customers for each of the Trayport Business and the FENICS Business by revenues for each of (i) the year ended December 31, 2013 and (ii) the six months ended June 30, 2014. None of such customers has indicated in writing or orally to GFI or any T&F Subsidiary any intent to discontinue or alter in a manner materially adverse to the Trayport Business or the FENICS Business, as applicable, the terms of such customer's relationship or make any material claim that GFI or any T&F Subsidiary has breached its obligations to such customer (and neither GFI nor any T&F Subsidiary has knowledge of any such breach).

Section 3.21 Environmental Laws and Regulations. GFI and each T&F Subsidiary has complied and is in compliance in all material respects with all applicable Environmental Laws and has obtained and is in compliance in all material respects with all Environmental Permits. Except as do not constitute a Material Adverse Effect, (i) no notice of violation, notification of liability, demand, request for information, citation, summons or order relating to or arising out of any Environmental Law has been received by GFI or any T&F Subsidiary, and (ii) no complaint has been filed, no penalty or fine has been assessed or, to the Knowledge of GFI, is threatened and no investigation, action, claim, suit or proceeding is pending or, to the Knowledge of GFI, threatened by any Person involving GFI or any T&F Subsidiary, relating to or arising out of any Environmental Law. No Release or threatened Release of Hazardous Substances has occurred at, on, above, under or from any properties currently or, to the Knowledge of GFI, formerly owned, leased, operated or used by GFI or any T&F Subsidiary that, in each case, has resulted in or would reasonably be expected to result in any material cost, liability or obligation of GFI or any T&F Subsidiary under any Environmental Law. There are no circumstances, actions, activities, conditions, events or incidents that could reasonably be expected to result in any material liability or obligation against GFI or any T&F Subsidiary relating to (i) the environmental conditions at, on, above, under, or about any properties or assets currently or formerly owned, leased, operated or used by GFI or any T&F Subsidiary or (ii) the past or present use, management, handling, transport, treatment, generation, storage, disposal, Release or threatened Release of Hazardous Substances at any location regardless of whether such location was or is owned or operated by GFI or any T&F Subsidiary. GFI has provided to CME all environmental site assessments, audits, reports, investigations and studies in the possession, custody or control of GFI or any T&F Subsidiary relating to properties or assets currently or formerly owned, leased, operated or used by GFI or any T&F Subsidiary or otherwise relating to GFI's or any T&F Subsidiary's compliance with Environmental Laws.

Section 3.22 Insurance Coverage. All insurance policies of GFI and the T&F Subsidiaries are in full force and effect and were in full force and effect during the periods of time such insurance policies are purported to be in effect, except for such failures to be in full force and effect that constitute a Material Adverse Effect. Neither GFI nor any T&F Subsidiaries is in breach of or default under, and, to the Knowledge of GFI, no event has occurred which, with notice or the lapse of time, would constitute such a breach of or default under, or permit termination or modification under, any policy.

Section 3.23 Foreign Corrupt Practices Act and International Trade Sanctions. Neither GFI, nor any T&F Subsidiary, nor any of their respective directors, officers, agents, employees or any other Persons acting on their behalf has, in connection with the operation of their respective businesses (a) used any corporate or other funds directly or indirectly for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or any other Person, or established or maintained any unlawful or unrecorded funds in material violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable Law (including the United Kingdom Bribery Act 2010 or any laws enacted pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials), or (b) violated or operated in noncompliance, in any material respect, with any export restrictions, anti-boycott regulations, embargo regulations or other applicable domestic or foreign Laws, including the regulations enacted by the U.S. Treasury Department's Office of Foreign

Assets Control ("OFAC"), which prohibit transactions involving parties located in countries subject to comprehensive economic sanctions by OFAC or parties identified on OFAC's Specially Designated Nationals and Blocked Persons List.

Section 3.24 RESERVED.

Section 3.25 Brokers. No Person other than the Persons listed on Section 3.25 of the GFI Disclosure Letter is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Party in connection with the Transactions based upon arrangements made by or on behalf of GFI or any Subsidiary of GFI. GFI has delivered or made available to CME a true, correct and complete copy of the engagement letters with, and any other agreements providing for the payment of any fees to, the Persons listed on Section 3.25 of the GFI Disclosure Letter.

Exhibit 99.4

Exhibit A

SUPPORT AGREEMENT

This Support Agreement, dated as of July 30, 2014 (this "Agreement"), is made and entered into by and among CME Group Inc., a Delaware corporation ("CME"), Jersey Partners Inc., a New York corporation ("JPI"), New JPI Inc., a Delaware corporation ("New JPI"), and each direct or indirect stockholder of GFI Brokers Holdco Ltd, a Bermuda limited liability Company ("IDB Buyer") (such stockholders together with JPI and New JPI, the "Stockholders"). CME and each of the Stockholders are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms have the meanings given to them in Section 1.1.

RECITALS

WHEREAS, concurrently with the execution of this Agreement, the JPI Merger Agreement and the IDB Transaction Agreement, GFI Group Inc., a Delaware corporation ("GFI"), CME, Cheetah Acquisition Corp., a Delaware corporation and a wholly-owned Subsidiary of CME ("Merger Sub 1"), and Cheetah Acquisition LLC, a Delaware limited liability company and a wholly-owned Subsidiary of CME ("Merger Sub 2"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "GFI Merger Agreement"), pursuant to which, subject to the terms and conditions thereof, among other things, Merger Sub 1 will merge with and into GFI (the "GFI Merger"), which will then merge with and into Merger Sub 2, and each issued and outstanding share of GFI's common stock, par value $0.01 per share ("GFI Common Stock"), other than shares of GFI Common Stock owned by CME or GFI or any of their respective wholly-owned Subsidiaries, will, subject to the terms and conditions of the GFI Merger Agreement, be converted into the right to receive the Merger Consideration;

WHEREAS, as of the date hereof, each Stockholder Beneficially Owns and owns of record the number of shares of GFI Common Stock set forth opposite such Stockholder's name on Schedule I hereto (the "Existing Shares"); and

WHEREAS, as a condition and inducement to CME's willingness to enter into the GFI Merger Agreement, the JPI Merger Agreement and the IDB Transaction Agreement, the Stockholders have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. The following terms, as used in this Agreement, shall have the meanings specified in this Section 1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the GFI Merger Agreement.

"Beneficial Owner" means, with respect to a Security, any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (i) the power to vote, or to direct the voting of, such Security or (ii) the power to dispose of, or to direct the disposition of, such Security, and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 under the Exchange Act; provided that, for purposes of determining whether a Person is a Beneficial Owner of such Security, a Person shall be deemed to be the Beneficial Owner of any Securities which may be acquired by such Person pursuant to any contract, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such Securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing), and the terms "Beneficially Owned" and "Beneficial Ownership" shall be construed accordingly. For the avoidance of doubt, CME shall not be deemed to be the Beneficial Owner of any GFI Common Stock by virtue of this Agreement or the JPI Merger Agreement.

"Covered GFI Shares" means, with respect to each Stockholder, (1) such Stockholder's Existing Shares and (2) any shares of GFI Common Stock or other voting capital stock of GFI and any Securities convertible into or exercisable or exchangeable for shares of GFI Common Stock or other voting capital stock of GFI, in each case that such Stockholder has Beneficial Ownership of, on or after the date hereof; it being understood that if any Stockholder acquires Securities (or rights with respect thereto) described in clause (2) above, such Stockholder shall promptly notify CME in writing, indicating the number of such Securities so acquired.

"Transfer" means (a) any direct or indirect offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of law or otherwise), of any capital stock or interest in any capital stock or (b) in respect of any capital stock or interest in any capital stock, to enter into any swap or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such capital stock or interest in capital stock, whether any such swap, agreement, transaction or series of transaction is to be settled by delivery of Securities, in cash or otherwise.

ARTICLE II

VOTING AGREEMENT AND IRREVOCABLE PROXY

Section 2.1 Agreement to Vote.

(a) Each Stockholder hereby irrevocably and unconditionally agrees that, during the term of this Agreement, at the GFI Stockholders Meeting and at any other meeting of the stockholders of GFI, however called, including any adjournment or postponement thereof, and in connection with any written consent of the stockholders of GFI, such Stockholder shall, in each case to the fullest extent that the Covered GFI Shares are entitled to vote thereon or consent thereto, or in any other circumstance in which the vote, consent or other approval of the stockholders of GFI is sought:

(i) appear at each such meeting or otherwise cause such Stockholder's Covered GFI Shares to be counted as present thereat for purposes of calculating a quorum; and

(ii) vote (or cause to be voted), in person or by proxy, or if applicable deliver (or cause to be delivered) a written consent covering, all of such Stockholder's Covered GFI Shares:

(1) in favor of the approval and adoption of the GFI Merger, the GFI Merger Agreement, the Transactions and any other action requested by CME in furtherance thereof;

(2) in favor of any proposal to adjourn a meeting of the stockholders of GFI to solicit additional proxies in favor of the approval and adoption of the GFI Merger, the GFI Merger Agreement and the Transactions;

(3) against any Takeover Proposal; and

(4) against any other action, agreement or transaction that is intended to, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage, frustrate the purposes of or adversely affect the Transactions or the performance by GFI, JPI, New JPI or the other Stockholders of their respective obligations pursuant to the Transactions or under this Agreement, including: (A) any action, agreement or transaction that could reasonably be expected to result in any condition to the consummation of the Transactions not being satisfied, or that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of such Person pursuant to the Transactions or contained in this Agreement; (B) any change in the individuals who constitute the Board of Directors of GFI, JPI or New JPI; (C) other than the Transactions or other than as expressly contemplated by the Transactions, any extraordinary corporate transaction, including any merger, consolidation or other business combination involving GFI, JPI, New JPI or any of their respective Subsidiaries, any sale, lease or transfer of a material amount of assets of GFI, JPI, New JPI or any of their respective Subsidiaries or any reorganization, recapitalization or liquidation of GFI, JPI, New JPI or any of their respective Subsidiaries; or (D) other than as expressly required pursuant to the Transactions, any change in the present capitalization or dividend policy of GFI, JPI or New JPI or any amendment or other change to their respective Constituent Documents.

(b) Any vote required to be cast or consent required to be executed pursuant to this Section 2.1 shall be cast or executed in accordance with the applicable procedures relating thereto so as to ensure that it is duly counted for purposes of determining that a quorum is present (if applicable) and for purposes of recording the results of that vote or consent. The obligations of the Stockholders in this Section 2.1 shall apply whether or not the GFI Merger or any action above is recommended by the Board of Directors of GFI (or any committee thereof including the Special Committee).

Section 2.2 Grant of Irrevocable Proxy. Each Stockholder hereby irrevocably appoints as its proxy and attorney-in-fact CME, and any other Person designated by CME in writing (collectively, the "Grantees"), each of them individually, with full power of substitution and resubstitution, to the fullest extent of such Stockholder's rights with respect to the Covered GFI Shares, effective as of the date hereof and continuing until the Termination Date (the "Voting Period"), to vote (or execute written consents, if applicable) with respect to the Covered GFI Shares as required pursuant to Section 2.1 hereof. The proxy granted by each Stockholder hereunder shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in Law to support an irrevocable proxy, and each Stockholder (a) will take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and (b) hereby revokes any proxy previously granted by such Stockholder with respect to any Covered GFI Shares. The power of attorney granted by each Stockholder hereunder is a durable power of attorney and shall survive the bankruptcy or dissolution of such Stockholder. Other than as provided in this Section 2.2, no Stockholder shall directly or indirectly grant any Person any proxy (revocable or irrevocable), power of attorney or other authorization with respect to any of such Stockholder's Covered GFI Shares. For Covered GFI Shares as to which any Stockholder is the Beneficial Owner but not the holder of record, such Stockholder shall cause any holder of record of such Covered GFI Shares to grant to the Grantees a proxy to the same effect as that described in this Section 2.2. CME may terminate this proxy with respect to any Stockholder at any time at its sole election by written notice provided to such Stockholder.

ARTICLE III

OTHER COVENANTS

Section 3.1 Restrictions on Transfers. Each Stockholder hereby agrees that, from and after the date hereof until the Termination Date, (i) such Stockholder shall not, directly or indirectly, Transfer, offer to Transfer or consent to a Transfer of, any Covered GFI Shares or any Beneficial Ownership interest or any other interest therein and (ii) any Transfer in violation of this provision shall be void.

Section 3.2 No Solicitation.

(a) Each Stockholder shall not, nor shall it authorize or permit any of its Affiliates or any of its or their respective Representatives to, directly or indirectly (i) initiate or solicit or knowingly facilitate or encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal, (ii) adopt, or publicly propose to adopt, or allow JPI or New JPI to execute or enter into, any binding or non-binding letter of intent, agreement in principle, memorandum of understanding, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other agreement, commitment, arrangement, undertaking, or understanding contemplating or otherwise in connection with or relating to any Takeover Proposal, (iii) other than with CME, Merger Sub 1, Merger Sub 2 or their respective Representatives continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information or data in connection with or relating to, any Takeover Proposal. Each Stockholder shall, and shall cause their respective Representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations

with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal and will request the prompt return or destruction of any confidential information previously furnished to such Persons in connection therewith in accordance with the terms of any applicable confidentiality agreements. Notwithstanding the foregoing, nothing herein shall prevent any Stockholder or any Representative of any Stockholder from acting in his or her capacity as an officer or director of GFI, or taking any action in such capacity.

(b) For the purposes of this Agreement, "Takeover Proposal" means any proposal or offer for a direct or indirect (i) merger, binding share exchange, recapitalization, reorganization, scheme of arrangement under the United Kingdom Companies Act 2006, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving GFI or one or more of its Subsidiaries, JPI or New JPI, (ii) the acquisition or purchase, including by lease, exchange, mortgage, pledge, transfer or other acquisition or assumption, of 20% or more of the fair value of the assets or 20% or more of any class of equity or voting securities of (I) GFI and its Subsidiaries, (II) JPI, (III) New JPI, (IV) the CME Retained Subsidiaries, (V) the Trayport Business or (VI) the FENICS Business, in each case taken as a whole and in one transaction or a series of related transactions, (iii) purchase, tender offer, exchange offer or other acquisition (including by way of merger, consolidation, share exchange or otherwise) of Beneficial Ownership of Securities representing 20% or more of the voting power of GFI's, JPI's or New JPI's Securities, or (iv) any transaction, or combination of transactions, similar to the foregoing; provided, however, that the term "Takeover Proposal" shall not include the Transactions.

Section 3.3 Litigation. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against CME, Merger Sub 1, Merger Sub 2, GFI, JPI or New JPI or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the GFI Merger Agreement.

Section 3.4 Stock Dividends, Distributions, Etc. In the event of a stock split, reverse stock split, stock dividend or distribution, or any change in GFI Common Stock by reason of any recapitalization, combination, reclassification, exchange of shares or similar transaction, the terms "Existing Shares" and "Covered GFI Shares" shall be deemed to refer to and include all such stock dividends and distributions and any Securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

Section 3.5 Additional Merger Consideration. In the event the GFI Merger Agreement or the JPI Merger Agreement is amended to increase the Merger Consideration (as defined in each agreement) (whether by increase to the Per Share Price or other increase to the effective Exchange Ratio), the direct and indirect stockholders of IDB Buyer shall not be entitled to receive, directly or indirectly, and shall forfeit and pay to CME if necessary, such increased Merger Consideration.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Stockholders. Each Stockholder hereby represents and warrants, jointly and severally with respect to JPI and New JPI and severally with respect to the other Stockholders, to CME as follows:

(a) Organization. With respect to Stockholders that are not natural persons, such Stockholder is duly incorporated or formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation.

(b) Authority; Execution and Delivery; Enforceability. Such Stockholder has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly authorized by all necessary actions and, with respect to Stockholders that are not natural persons, no other corporate proceedings on the part of such Stockholder are necessary for such Stockholder to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Ownership of Shares. As of the date hereof, such Stockholder is the sole Beneficial Owner and sole owner of record of the Existing Shares set forth opposite such Stockholder's name on Schedule I hereto, free and clear of any Liens and free of any other limitation or restriction (including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of such Existing Shares) other than this Agreement and any limitations or restrictions imposed under applicable securities Laws, and such Existing Shares constitute all of the shares of GFI Common Stock Beneficially Owned and owned of record by such Stockholder. As of the date hereof, such Stockholder is neither the Beneficial Owner nor the owner of record of any shares of CME common stock, par value $0.01 per share. As of the date hereof, the Existing Shares set forth on Schedule I constitute all the Covered GFI Shares owned, Beneficially or of record, by the Stockholders.

(d) No Conflicts. The execution and delivery of this Agreement by such Stockholder does not and the consummation by such Stockholder of the transactions contemplated hereby will not: (i) conflict with any provisions of the such Stockholder's (if such Stockholder is not a natural person) or GFI's Constituent Documents; (ii) violate any Law or rules of any Self-Regulatory Organization; (iii) result, after the giving of notice, with lapse of time, or otherwise, in any violation of or default or loss of a benefit under or require any consent under, or permit the acceleration or termination of any obligation under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which such Stockholder is a party; (iv) result in the creation or imposition of any Lien upon any

properties or assets of such Stockholder or, if such Stockholder is not a natural person, a Subsidiary of such Stockholder; or (v) cause the suspension or revocation of any material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of such Stockholder's business or ownership of such Stockholder's assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), for such violations as, individually or in the aggregate, would not reasonably be expected to impair such Stockholder's ability to perform its obligations under this Agreement.

(e) Consents and Approvals. The execution, delivery and performance by such Stockholder of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby do not and will not require any consent of, or filing with, any Governmental Entity (excluding filings with the SEC under applicable securities Laws).

(f) Legal Proceedings. There is no material Proceeding pending, affecting, or, to the knowledge of such Stockholder, threatened against any Stockholder, or their respective properties or rights or any of their respective current or former directors, officers, employees or contractors and there is no Order of any Governmental Entity, Self-Regulatory Organization or arbitrator outstanding against any Stockholder except, in each case, for those that, individually or in the aggregate, would not reasonably be expected to impair such Stockholder's ability to perform its obligations under this Agreement or to consummate the Transactions. There is no Proceeding pending or, to the knowledge of such Stockholder, threatened against any Stockholder, which seeks to, or could reasonably be expected to, restrain, enjoin or delay the consummation of any of the transactions contemplated hereby or which seeks damages in connection therewith, and no injunction of any type has been entered or issued.

(g) Brokers. No Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Party in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of any Stockholder.

Section 4.2 Representations and Warranties of CME. CME hereby represents and warrants to the Stockholders as follows:

(a) Organization. CME is duly incorporated, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority; Execution and Delivery; Enforceability. CME has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly authorized by all necessary actions and no other corporate proceedings on the part of CME are necessary for CME to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by CME and, assuming due authorization, execution and delivery by the other Parties, is a legal, valid and binding obligation of CME, enforceable against CME in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) No Conflicts. The execution and delivery of this Agreement by CME does not and the consummation by CME of the transactions contemplated hereby will not: (i) conflict with any provisions of the CME Constituent Documents; (ii) violate any Law or rules of any Self-Regulatory Organization; (iii) result, after the giving of notice, with lapse of time, or otherwise, in any violation of or default or loss of a benefit under or require any consent under, or permit the acceleration or termination of any obligation under, any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise or license to which CME is a party; (iv) result in the creation or imposition of any Lien upon any properties or assets of CME or any CME Subsidiary; or (v) cause the suspension or revocation of any material permits, licenses, variances, exemptions, certificates, consents, Orders, approvals or other authorizations from any Governmental Entities and Self-Regulatory Organizations which are necessary for the lawful conduct of CME's business or ownership of CME's assets and properties, except, in the case of clauses (ii), (iii), (iv) and (v), for such violations as, individually or in the aggregate, would not reasonably be expected to impair CME's ability to perform its obligations under this Agreement.

ARTICLE V

TERMINATION

Section 5.1 Termination. This Agreement shall terminate upon the earliest to occur of (such date, the "Termination Date"): (a) the Effective Time, (b) the termination of this Agreement by the mutual written consent of CME and the Stockholders, (c) a Qualifying Termination of the GFI Merger Agreement and (d) the day that is 12 months after the date of any other termination of the GFI Merger Agreement (the period from such termination, the "Tail Period"). For purposes of this agreement, "Qualifying Termination" means a termination of the GFI Merger Agreement (i) by GFI pursuant to Section 8.1(d)(i) of the GFI Merger Agreement or (ii) by either CME or GFI pursuant to Section 8.1(b)(i) or Section 8.1(b)(ii) of the GFI Merger Agreement (including any amendments thereto) solely due to the failure by CME to obtain any required approval for the GFI Merger under any Antitrust Law.

Section 5.2 Tail Period. In the event that during the Tail Period, as a result of the financial condition of GFI and its Subsidiaries, there is, or is reasonably likely to be, a default under either or both of (x) the Indenture or (y) the Credit Agreement (collectively, the "Debt Agreements") that, if not cured, would result in the relevant GFI obligor party's obligations under one or both of such Debt Agreements to be accelerated, the obligations of the Stockholders under this Agreement shall terminate solely to the extent necessary to allow the Stockholders to approve the sale of all the equity of GFI (including by merger, consolidation or other business combination) or all or substantially all of the assets of GFI, in each case to a bona fide third-party purchaser.

Section 5.3 Effect of Termination. In the event of any termination of this Agreement as provided in Section 5.1, the obligations of the Parties hereunder shall terminate and there shall be no liability on the part of any Party with respect thereto, except the provisions of this Section 5.3 and Article VI, each of which shall remain in full force and effect; provided, however, that no Party shall be relieved or released from any liability or damages arising from a breach of any provision of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Publication. Each Stockholder (i) hereby consents to and authorizes the publication and disclosure by CME and GFI in any press release or in the Proxy Statement/Prospectus, Form S-4 (including all documents and schedules filed with the SEC) or other disclosure document required in connection with the GFI Merger Agreement or the transactions contemplated thereby, its identity and ownership of shares of GFI Common Stock, the nature of its commitments, arrangements and understandings pursuant to this Agreement and such other information required in connection with such publication or disclosure ("Stockholder Information"), and (ii) hereby agrees to cooperate with CME in connection with such filings, including providing Stockholder Information requested by CME. As promptly as practicable, each Stockholder shall notify CME of any required corrections with respect to any Stockholder Information supplied by Stockholder, if and to the extent such Stockholder becomes aware that any such Stockholder Information shall have become false or misleading in any material respect.

Section 6.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in CME any direct or indirect ownership or incidence of ownership of or with respect to any Covered GFI Shares. All rights, ownership and economic benefits of and relating to the Covered GFI Shares shall remain vested in and belong to the Stockholders, and CME shall have no authority to direct the Stockholders in the voting or disposition of any of the Covered GFI Shares, except as otherwise provided herein.

Section 6.3 Further Assurances. Each of the Parties agrees that it shall perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

Section 6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given on the date of delivery if delivered personally, by email (which is confirmed), or sent by a nationally recognized overnight courier service (providing proof of delivery). All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

(a) if to CME, to:

CME Group Inc.
20 South Wacker Drive
Chicago, IL 60606
Attention: General Counsel
Email: legalnotices@cmegroup.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive
Chicago, IL 60606
Attention: Rodd M. Schreiber, Esq.
Richard C. Witzel, Jr., Esq.
Email: Rodd.Schreiber@skadden.com
Richard.Witzel@skadden.com

(b) if to JPI, New JPI or any other Stockholder, to:

c/o Jersey Partners Inc.
PO Box 882
Bethpage, NY 11714

with a copy (which shall not constitute notice) to:

GFI Group Inc.
55 Water Street
New York, NY 10041
Attention: Christopher D'Antuono, Esq.
Email: Christopher.dantuono@gfigroup.com

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey Poss, Esq.
Adam Turteltaub, Esq.
Email: jposs@willkie.com
aturteltaub@willkie.com

Section 6.5 Interpretation. When a reference is made in this Agreement to Sections or Schedules, such reference shall be to a Section of or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 6.6 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received counterparts thereof signed and delivered by the other Parties. Signatures transmitted electronically shall be accepted as originals for all purposes of this Agreement.

Section 6.7 Entire Agreement; Third Party Beneficiaries.

(a) This Agreement (including the Schedules hereto), the Confidentiality Agreement, the F-Reorganization Documents (as defined in the JPI Merger Agreement), the JPI Merger Agreement, the GFI Merger Agreement and the IDB Transaction Agreement constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person not a party to this Agreement any rights, benefits or remedies of any nature whatsoever.

Section 6.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that this Agreement and the transactions contemplated hereby are effected as originally contemplated to the greatest extent possible.

Section 6.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 6.10 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

Section 6.11 Extension; Waiver. The Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

Section 6.12 Governing Law and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY, AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF DELAWARE. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of or relating to this Agreement, the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such courts. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.4 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.12(b).

Section 6.13 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an

appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

* * * * *

IN WITNESS WHEREOF, CME, JPI, New JPI and each other Stockholder have duly executed this Agreement, all as of the date first written above.

CME GROUP INC.

By: _____
Name:
Title:

JERSEY PARTNERS INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

NEW JPI INC.

By: /s/ Michael Gooch
Name: Michael Gooch
Title: President

/s/ Michael Gooch
Name: Michael Gooch

/s/ Nick Brown
Name: Nick Brown

/s/ Colin Heffron
Name: Colin Heffron

CME Group Inc.

By: /s/ Kathleen M. Cronin
Name: Kathleen M. Cronin
Title: General Counsel

[Signature Page to Support Agreement]

SCHEDULE I
EXISTING SHARES

Stockholder	Number of Existing Shares
Jersey Partners Inc.	46,464,240
Michael Gooch	46,806,417
Colin Heffron	1,307,985
Nick Brown	94,902