
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C., 20549

Form 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date Of Report (Date Of Earliest Event Reported): 05/18/2005

NYMEX Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Commission File Number: 333-30332

DE

(State or Other Jurisdiction of
Incorporation or Organization)

13-4098266

(I.R.S. Employer
Identification No.)

One North End Avenue, World Financial Center, New York , NY 10282-1101

(Address of Principal Executive Offices, Including Zip Code)

(212) 299-2000

(Registrant's Telephone Number, Including Area Code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act(17CFR240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act(17CFR240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act(17CFR240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

NYMEX Holdings, Inc. (the "Company") and Vincent Viola, its former Chairman, amended the Advisor Services Agreement dated March 17, 2004 (the "Agreement") (previously disclosed as Exhibit 10.2 of the Company's Form 10-Q for the quarter ending March 31, 2004 (file no. 333-30332)) by executing, on May 13, 2005, the First Amendment to Advisor Services Agreement, effective as of March 17, 2005 (the "Amendment"). This Amendment reduces Mr. Viola's consultation fee from \$1 million per year to \$600,000 per year and eliminates Mr. Viola's prior rights to receive a transaction fee in the event of a NYBOT transaction. This Amendment to the Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Signature(s)

Pursuant to the Requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the Undersigned hereunto duly authorized.

NYMEX Holdings, Inc.

Date: May 18, 2005.

By: /s/ Christopher K. Bowen

Christopher K. Bowen
General Counsel and Chief Administrative Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
EX-10.1	Agreement

FIRST AMENDMENT TO ADVISOR SERVICES AGREEMENT

NYMEX Holdings, Inc. ("NYMEX") and Vincent Viola ("Advisor") hereby amend the Advisor Services Agreement dated March 17, 2004 between said parties ("Agreement"), by executing this First Amendment to Advisor Services Agreement ("Amendment") effective as of March 17, 2005.

WHEREAS, the parties wish to amend the following terms and conditions contained in the existing Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree to be bound as follows:

1. Pursuant to Exhibit A of the Agreement, the parties hereby agree to amend the following portion of the third paragraph of Exhibit A to read as follows:

In consideration of the Services, for the period of Service NYMEX shall pay the Advisor:

- a) \$50,000.00 per month (and a proportionate amount of such payment for each partial month); and
- b) a transaction fee ("Transaction Fee") based upon the following:

(1) In the event that NYMEX acquires a controlling interest in the Intercontinental Exchange, Inc. ("ICE") during the term of this Agreement or any extension thereof, NYMEX shall also pay Advisor an amount equal to a percentage of the price paid by NYMEX to ICE for such controlling interest ("Price") according to the following scale:

2. Notwithstanding the above amendment to the third paragraph of Exhibit A, the remainder of the third paragraph of Exhibit A shall remain in full force and effect.
3. Any modification of this Amendment must be in writing and signed by both parties.
4. Except as expressly provided in this Amendment or other addenda related to the subject matter herein and executed by the parties, all of the provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered in their name and on their behalf as of the date first set forth above. Each of the signatories executing this Amendment represents and warrants that he or she has been duly authorized to execute and deliver this Amendment by the entity on behalf of which such signatory is executing this Amendment.

NYMEX Holdings, Inc. Vincent Viola

By: /s/Mitchell Steinhouse By: /s/Vincent Viola

Name: Mitchell Steinhouse Name: Vincent Viola

Title: Chairman Title: Consultant

Date: May 13, 2005 Date: May 13, 2005