
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):

December 10, 2007

CME Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

000-33379

36-4459170

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

20 South Wacker Drive, Chicago, Illinois

60606

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

312-930-1000

Not Applicable

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 (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

CME Group Inc. (the "Company") has entered into a 364-day revolving loan facility, dated as of July 27, 2007, with certain financial institutions and other persons party thereto as lenders and Lehman Commercial Paper Inc., as agent for such lenders (the "Bridge Credit Facility"). The Bridge Credit Facility serves as a backstop to the Company's commercial paper program.

The Bridge Credit Facility, which initially provided for revolving loans of up to \$3.0 billion, is described in, and included as an exhibit to, CME Group's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 1, 2007. Following the execution of the Bridge Credit Facility, the Company decreased the amount of the commitment under the Bridge Credit Facility from \$3.0 billion to \$750 million. Copies of the commitment decrease notifications were filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007 on November 8, 2007.

On December 10, 2007, the Company entered into an amendment (the "Amendment") to the Bridge Credit Facility for purposes of expanding the use of proceeds of the Bridge Credit Facility to include the financing of our proposed acquisition of up to a 10% equity investment in the Brazilian Mercantile & Futures Exchange S.A. ("BM&F"). Under the Amendment the proceeds of the loans under the Bridge Credit Facility can be used (i) to finance our fixed price tender offer that expired in September 2007 and to pay fees and expenses relating to the tender offer and our merger with CBOT Holdings, Inc. that closed in July 2007; (ii) to finance our proposed acquisition of up to a 10% equity investment in BM&F and the related transactions contemplated thereby, (iii) for commercial paper support for the transactions described in clauses (i) and (ii); and (iii) in an amount not in excess of \$300 million for general corporate purposes.

A copy of the Amendment is attached to this report as Exhibit 10.1 and is incorporated herein by reference as though it were fully set forth herein. The description above is only a summary of the terms of the Amendment and is qualified in its entirety by the complete text of the Amendment itself.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 above is hereby incorporated by reference under this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

First Amendment, dated as of December 10, 2007, to that certain 364-Day Revolving Credit Agreement, dated as of July 27, 2007, among CME Group Inc., as Borrower, the Lenders party thereto, and Lehman Commercial Paper Inc., as Administrative Agent.

SIGNATURES

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.

CME Group Inc.

December 13, 2007

By: *Kathleen M. Cronin*

Name: Kathleen M. Cronin

Title: Managing Director, General Counsel & Assistant Corporate Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment, dated as of December 10, 2007, to that certain 364-Day Revolving Credit Agreement, dated as of July 27, 2007, among CME Group Inc., as Borrower, the Lenders party thereto, and Lehman Commercial Paper Inc., as Administrative Agent.

FIRST AMENDMENT

FIRST AMENDMENT, dated as of December 10, 2007 (this "Amendment"), to the 364-Day Revolving Credit Agreement, dated as of July 27, 2007 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), by and among CME GROUP INC., as Borrower, each of the Lenders from time to time party thereto and LEHMAN COMMERCIAL PAPER INC., as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have made credit facilities available to the Borrower on the terms set forth in the Credit Agreement;

WHEREAS, the Borrower and the Lenders desire to amend the Credit Agreement as provided in this amendment on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendment to Section 1.01 of the Credit Agreement. Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions thereto, in appropriate alphabetical order:

"BM&F" means the Bolsa de Mercadorias & Futuros- BM&F S.A. (a/k/a Brazilian Mercantile & Futures Exchange S.A.), a sociedade por ações organized under the laws of the Republic of Brazil.

"BM&F Transaction" means, collectively, the acquisition of up to a 10% equity investment in BM&F directly or indirectly through one or more Subsidiaries of the Borrower (which is currently contemplated to occur in the first quarter of 2008) and the transactions in connection therewith effecting such acquisition.

Section 3. Amendment to Section 5.09 of the Credit Agreement. Section 5.09 of the Credit Agreement is hereby amended by deleting the first sentence of such Section in its entirety and substituting in lieu thereof the following first sentence:

"The proceeds of the Loans will be used only (a) to finance the Share Repurchase Offer and to pay fees and expenses related thereto and/or to the Merger, (b) for commercial paper support related to (1) the uses (and subject to the limitations of such uses) described in the preceding clause (a) and the subsequent clause (c) and (2) financing completion of the BM&F Transaction, and (c) in an amount not to exceed \$300,000,000 in the aggregate for other general corporate purposes.

Section 4. Amendment to Section 6.03(h) of the Credit Agreement. Section 6.03(h) of the Credit Agreement is hereby amended by replacing each reference therein to the "Share Repurchase Offer" with a reference to the "BM&F Transaction" and adding the following phrase at the end thereof:

"or in favor of BM&F or any Subsidiary thereof; provided that the aggregate principal amount of any Indebtedness or other obligations secured thereby does not exceed \$750,000,000 at any time outstanding;"

Section 5. Amendment to Section 6.04 of the Credit Agreement. Section 6.04 of the Credit Agreement is amended by (i) deleting the word "and" before the reference to "(v)" and replacing it with a comma and (ii) adding at the end of such Section 6.04 before the period, the following:

"and (vi) a Subsidiary of the Borrower organized under the laws of the Republic of Brazil may merge with another Person in connection with the BM&F Transaction."

Section 6. Effectiveness. This Amendment shall become effective on the date hereof once the Administrative Agent shall have received the Required Lenders' consent and the Borrower shall have delivered a duly executed counterpart to this Amendment to the Administrative Agent.

Section 7. Continuing Effect. Except as expressly set forth in this Amendment, all of the terms and provisions of the Credit Agreement and the other Loan Documents are ratified and confirmed, and are and shall remain in full force and effect, and the Borrower shall continue to be bound by all of such terms and provisions. The amendment provided for herein is limited as specified herein and shall not constitute an amendment or waiver of any provision of the Credit Agreement or the other Loan Documents not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any action on the part of the Borrower that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Any reference to the "Credit Agreement" in the Loan Documents or any related documents shall be deemed to be a reference to the Credit Agreement as amended by this Amendment.

Section 8. Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

Section 9. Governing Law. This Amendment shall in all respects be governed by and construed in accordance with the laws of the State of New York.

Section 10. Counterparts. This Amendment may be signed in any number of counterparts (including by telecopy), each of which shall constitute an original, but all of which when taken together shall constitute one instrument.

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CME GROUP INC.

By: /s/ James A. Pribel
Name: James A. Pribel

Title: Director and Treasurer

LEHMAN COMMERCIAL PAPER INC., as Administrative Agent and as a Lender

By: /s/ Claire O'Connor
Name: Claire O'Connor
Title: Managing Director

MERRILL LYNCH BANK USA, as a Lender

By: /s/ Louis Alder
Name: Louis Alder
Title: Director

MERRILL LYNCH CAPITAL CORPORATION, as a Lender

By: /s/ John Rowland
Name: John Rowland
Title: Vice President

BMO CAPITAL MARKETS FINANCING INC., as a Lender

By: /s/ Linda C. HAVen
Name: Linda C. Haven
Title: Managing Director