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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2007

- OR -

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to

Commission file number 000-33379

CHICAGO MERCANTILE EXCHANGE HOLDINGS INC.
(Exact name of registrant as specified in its charter)

Delaware	**36-4459170**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**
20 South Wacker Drive, Chicago, Illinois	**60606**
(Address of principal executive offices)	**(Zip Code)**

(312) 930-1000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer. See definition of accelerated filer and large accelerated filer in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding of each of the registrant's classes of common stock as of April 23, 2007 was as follows:
34,884,371 shares of Class A common stock, $0.01 par value; 625 shares of Class B common stock, Class B-1, $0.01 par value; 813 shares of Class B common stock, Class B-2, $0.01 par value; 1,287 shares of Class B common stock, Class B-3, $0.01 par value; and 413 shares of Class B common stock, Class B-4, $0.01 par value.

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PART I. FINANCIAL INFORMATION

From time to time, in written reports and oral statements, we discuss our expectations regarding future performance. Forward-looking statements are based on currently available competitive, financial and economic data, current expectations, estimates, forecasts and projections about the industries in which we operate and management's beliefs and assumptions. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or implied in any forward-looking statements. We want to caution you to not place undue reliance on any forward-looking statements. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. Among the factors that might affect our performance are:

- our ability to obtain the required approvals for our proposed merger with CBOT Holdings, Inc. and our ability to realize the anticipated benefits, control the costs of the proposed transaction and successfully integrate the businesses;
- increasing foreign and domestic competitors, including increased competition from new entrants into our markets and consolidation of existing entities;
- our ability to keep pace with rapid technological developments, including our ability to complete the development and implementation of the enhanced functionality required by our customers;
- our ability to continue introducing competitive new products and services on a timely, cost-effective basis, including through our electronic trading capabilities, and our ability to maintain the competitiveness of our existing products and services;
- our ability to adjust our fixed costs and expenses if our revenues decline;
- our ability to continue to generate revenues from our processing services provided to third parties;
- our ability to maintain existing customers and attract new ones;
- our ability to expand and offer our products in foreign jurisdictions;
- changes in domestic and foreign regulations;
- changes in government policy, including policies relating to common or directed clearing;
- the costs associated with protecting our intellectual property rights and our ability to operate our business without violating the intellectual property rights of others;
- our ability to generate revenue from our market data that may be reduced or eliminated by the growth of electronic trading;
- changes in our rate per contract due to shifts in the mix of the products traded, the trading venue and the mix of customers (whether the customer receives member or non-member fees or participates in one of our various incentive programs) and the impact of our tiered pricing structure;
- the ability of our financial safeguards package to adequately protect us from the credit risks of our clearing members and the clearing members of the exchanges to which we provide clearing services;
- changes in price levels and volatility in the derivatives markets and in underlying fixed income, equity, foreign exchange and commodities markets;
- economic, political and market conditions;
- our ability to accommodate increases in trading volume and order transaction traffic without failure or degradation of performance of our systems;
- our ability to execute our growth strategy and maintain our growth effectively;
- our ability to manage the risks and control the costs associated with our acquisition, investment and alliance strategy;

- industry and customer consolidation;
- decreases in trading and clearing activity;
- the imposition of a transaction tax on futures and options on futures transactions; and
- the seasonality of the futures business.

For a detailed discussion of these and other factors that might affect our performance, see our Annual Report on Form 10-K for the year ended December 31, 2006, filed with the Securities and Exchange Commission on March 1, 2007 and Item 1A of this Report.

TRAKRS, Total Return Asset Contracts, are exchange-traded non-traditional futures contracts designed to provide market exposure to various market-based indexes which trade electronically on the CME Globex electronic platform. Clearing and transaction fees on these products are minimal relative to other CME products. Unless otherwise noted, disclosures of trading volume and average rate per contract exclude our TRAKRS products.

CME Economic Derivatives are options and forwards geared to seven key U.S. and European economic indicators that trade in an auction format. Clearing and transaction fees on CME Economic Derivative products are based on notional values rather than volume and are minimal relative to other CME products. Unless otherwise noted, disclosures of trading volume and average rate per contract exclude these products.

In August 2006, we acquired Swapstream, a London-based electronic trading platform for interest rate swaps. Unless otherwise noted, disclosures of trading volume and average rate per contract exclude these products.

All references to “options” or “options contracts” in the text of this document refer to options on futures contracts.

In this Quarterly Report on Form 10-Q, we refer to our cash earnings, a non-GAAP number. A reconciliation of our cash earnings to net income for the quarter ended March 31, 2007 is set forth on page 19.

Item 1. Financial Statements

CHICAGO MERCANTILE EXCHANGE HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)
(unaudited)

	March 31, 2007	December 31, 2006
Assets		
Current Assets:		
Cash and cash equivalents	$1,139,793	$ 969,504
Collateral from securities lending	2,112,451	2,130,156
Marketable securities, including pledged securities of $65,589 and $100,729	219,282	269,516
Accounts receivable, net of allowance of $687 and $552	162,081	121,128
Other current assets	41,884	37,566
Cash performance bonds and security deposits	926,575	521,180
Total current assets	4,602,066	4,049,050
Property, net of accumulated depreciation and amortization of $361,344 and $346,531	165,506	168,755
Other assets	118,947	88,700
Total Assets	$4,886,519	$4,306,505
Liabilities and Shareholders' Equity		
Current Liabilities:		
Accounts payable	$ 30,955	$ 25,552
Payable under securities lending agreements	2,112,451	2,130,156
Other current liabilities	151,706	78,466
Cash performance bonds and security deposits	926,575	521,180
Total current liabilities	3,221,687	2,755,354
Other liabilities	39,040	32,059
Total Liabilities	3,260,727	2,787,413
Shareholders' Equity:		
Preferred stock, $0.01 par value, 9,860,000 shares authorized, none issued or outstanding	—	—
Series A junior participating preferred stock, $0.01 par value, 140,000 shares authorized, none issued or outstanding	—	—
Class A common stock, $0.01 par value, 138,000,000 shares authorized, 34,862,243 and 34,835,588 shares issued and outstanding as of March 31, 2007 and December 31, 2006, respectively	349	348
Class B common stock, $0.01 par value, 3,138 shares authorized, issued and outstanding	—	—
Additional paid-in capital	416,714	405,514
Retained earnings (Note 6)	1,212,522	1,116,209
Accumulated other comprehensive loss	(3,793)	(2,979)
Total Shareholders' Equity	1,625,792	1,519,092
Total Liabilities and Shareholders' Equity	$4,886,519	$4,306,505

See accompanying notes to unaudited consolidated financial statements.

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CHICAGO MERCANTILE EXCHANGE HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)
(unaudited)

	Quarter Ended March 31,	
	2007	2006
Revenues		
Clearing and transaction fees	$258,241	$200,797
Processing services	34,759	18,125
Quotation data fees	25,016	20,100
Access fees	5,461	4,878
Communication fees	2,016	2,226
Other	6,838	5,591
Total Revenues	332,331	251,717
Expenses		
Compensation and benefits	56,400	49,837
Communications	9,079	7,848
Technology support services	8,892	7,262
Professional fees and outside services	9,172	8,131
Depreciation and amortization	19,989	17,387
Occupancy	8,827	7,248
Licensing and other fee agreements	7,035	5,932
Marketing, advertising and public relations	5,983	3,096
Other	6,347	6,134
Total Expenses	131,724	112,875
Operating Income	200,607	138,842
Non-Operating Income and Expense		
Investment income	17,305	11,409
Securities lending interest income	32,890	27,736
Securities lending interest expense	(32,425)	(27,097)
Equity in losses of unconsolidated subsidiaries	(3,020)	(389)
Total Non-Operating	14,750	11,659
Income before Income Taxes	215,357	150,501
Income tax provision	(85,329)	(59,088)
Net Income	$130,028	$ 91,413
Earnings per Common Share:		
Basic	$ 3.73	$ 2.64
Diluted	3.69	2.61
Weighted Average Number of Common Shares:		
Basic	34,851	34,581
Diluted	35,229	35,044

See accompanying notes to unaudited consolidated financial statements.

CHICAGO MERCANTILE EXCHANGE HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands, except share and per share data)
(unaudited)

	Class A Common Stock (Shares)	Class B Common Stock (Shares)	Common Stock and Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
Balance at December 31, 2006	34,835,588	3,138	$ 405,862	$ 1,116,209	$ (2,979)	$ 1,519,092
Cumulative effect of adopting new accounting standard (Note 6)				(3,720)		(3,720)
Balance at January 1, 2007	34,835,588	3,138	405,862	1,112,489	(2,979)	1,515,372
Comprehensive income:						
Net income				130,028		130,028
Change in net unrealized loss on securities, net of tax of $310					468	468
Change in net actuarial pension loss, net of tax of $858					(1,300)	(1,300)
Change in foreign currency translation adjustment, net of tax of $12					18	18
Total comprehensive income						129,214
Cash dividend on Class A common stock of $0.86 per share				(29,995)		(29,995)
Exercise of stock options	26,171		1,901			1,901
Vesting of issued restricted Class A common stock	484					
Excess tax benefits from option exercises and restricted stock vesting			4,783			4,783
Stock-based compensation			4,517			4,517
Balance at March 31, 2007	34,862,243	3,138	$ 417,063	$ 1,212,522	$ (3,793)	$ 1,625,792
Balance at December 31, 2005	34,544,719	3,138	$ 325,193	$ 796,398	$ (2,907)	$ 1,118,684
Comprehensive income:						
Net income				91,413		91,413
Change in net unrealized loss on securities, net of tax of $194					(295)	(295)
Total comprehensive income						91,118
Cash dividend on Class A common stock of $0.63 per share				(21,814)		(21,814)
Sale of membership shares by OneChicago, LLC, net of tax of $1,746			2,646			2,646
Exercise of stock options	62,501		1,776			1,776
Vesting of issued restricted Class A common stock	1,804					
Excess tax benefits from option exercises and restricted stock vesting			9,442			9,442
Stock-based compensation			3,327			3,327
Balance at March 31, 2006	34,609,024	3,138	$ 342,384	$ 865,997	$ (3,202)	$ 1,205,179

See accompanying notes to unaudited consolidated financial statements.

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CHICAGO MERCANTILE EXCHANGE HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Quarter Ended March 31, 2007	2006
Cash Flows from Operating Activities:		
Net income	$ 130,028	$ 91,413
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	19,989	17,387
Stock-based compensation	4,517	3,327
Amortization of shares issued to Board of Directors	385	119
Change in deferred income taxes	(8,057)	(13,017)
Equity in losses of unconsolidated subsidiaries	3,020	389
Net amortization (accretion) of premiums and discounts on marketable securities	(173)	240
Amortization of purchased intangibles	381	209
Change in allowance for doubtful accounts	135	(161)
Change in accounts receivable	(41,088)	(28,843)
Change in other current assets	(479)	6,200
Change in other assets	(668)	1,246
Change in accounts payable	5,403	(7,150)
Change in other current liabilities	61,074	44,669
Change in other liabilities	3,290	(209)
Net Cash Provided by Operating Activities	177,757	115,819
Cash Flows from Investing Activities:		
Purchases of property, net	(16,267)	(16,620)
Proceeds from maturities of marketable securities	52,749	17,747
Purchases of marketable securities	(31)	—
Capital contributions to FXMarketSpace Limited	(12,455)	—
Merger-related transaction costs	(7,399)	—
Contingent consideration for Liquidity Direct Technology, LLC assets	(754)	(415)
Capital contribution to OneChicago, LLC	—	(1,144)
Net Cash Provided by (Used in) Investing Activities	15,843	(432)
Cash Flows from Financing Activities:		
Cash dividends	(29,995)	(21,814)
Proceeds from exercise of stock options	1,901	1,776
Excess tax benefits related to option exercises and restricted stock vesting	4,783	9,442
Net Cash Used in Financing Activities	(23,311)	(10,596)
Net change in cash and cash equivalents	170,289	104,791
Cash and cash equivalents, beginning of period	969,504	610,891
Cash and Cash Equivalents, End of Period	$1,139,793	$715,682
Supplemental Disclosure of Cash Flow Information:		
Income taxes paid	$ 4,000	$ 2,986
Non-cash investing activities:		
Change in net unrealized securities losses	778	(489)
Sale of membership shares by OneChicago, LLC	—	4,392
Change in foreign currency translation adjustment	30	—

See accompanying notes to unaudited consolidated financial statements.

CHICAGO MERCANTILE EXCHANGE HOLDINGS INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation

The accompanying interim consolidated financial statements have been prepared by Chicago Mercantile Exchange Holdings Inc. (CME Holdings) without audit. Certain notes and other information normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted.

The consolidated financial statements consist of CME Holdings and its subsidiaries (collectively, the company), including Chicago Mercantile Exchange Inc. and its subsidiaries (CME or the exchange). In the opinion of management, the accompanying consolidated financial statements include all normal recurring adjustments considered necessary to present fairly the financial position of the company at March 31, 2007 and December 31, 2006, and the results of its operations and its cash flows for the periods indicated. Quarterly results are not necessarily indicative of results for any subsequent period.

The accompanying consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto in the CME Holdings' Annual Report on Form 10-K for the year ended December 31, 2006.

Certain reclassifications have been made to the 2006 financial statements to conform to the presentation in 2007. Reclassifications include the transfer of deferred compensation plan assets from other assets to marketable securities in the consolidated balance sheets. Deferred compensation plan assets are classified as trading securities.

2. Performance Bonds and Security Deposits

Each firm that clears futures and options on futures traded on the exchange is required to deposit and maintain specified performance bonds and security deposits principally in the form of cash, funds deposited in the various Interest Earnings Facility programs, U.S. Government and certain foreign government securities, bank letters of credit or shares of specific U.S. equity securities. For Chicago Board of Trade (CBOT) products cleared by CME, these positions are combined with that clearing firm's CME positions to create a single portfolio for which performance bond and security deposit requirements are calculated. Performance bonds and security deposits are available to meet the financial obligations of that clearing firm to the exchange. In the event that performance bonds and security deposits of a defaulting clearing firm are inadequate to fulfill that clearing firm's outstanding financial obligation, the entire security deposit fund is available to cover potential losses after first utilizing operating funds of the exchange in excess of amounts needed for normal operations. Cash performance bonds and security deposits may fluctuate due to the investment choices available to clearing firms and the change in the amount of deposits required. As a result, these assets and offsetting liabilities may vary significantly over time.

Beginning in February 2007, CME began clearing over-the-counter foreign exchange products for FXMarketSpace Limited (FXMS). CME requires the deposit and maintenance of performance bonds and security deposits for these products.

3. Contingencies and Guarantees

Legal Matters. On March 16, 2007, Louisiana Municipal Police Employees' Retirement System filed a class action complaint in the Delaware Court of Chancery against CBOT Holdings, Inc. (CBOT Holdings), its directors and CME Holdings. The complaint alleges, among other things, that CBOT Holdings and its directors breached their fiduciary duties related to the sale of CBOT Holdings by approving allegedly improper deal protection devices including a $240.0 million termination fee and a no-shop/no-talk provision. The complaint further alleges that CME Holdings aided and abetted the alleged breaches of fiduciary duty. The plaintiff seeks to enjoin the CBOT Holdings/CME Holdings merger. On March 19, 2007, the plaintiff filed a motion seeking expedited proceedings. A teleconference arguing the motion was held on March 21, 2007. Due to CBOT Holdings' decision to postpone the April 4, 2007 special meeting of its shareholders to

vote on the merger, the motion for expedited proceedings was denied. However, the court ordered that limited document discovery could proceed on an expedited basis. On April 9, 2007, CBOT Holdings, the director defendants and CME Holdings filed motions to dismiss the complaint. These motions are currently pending before the court. Based on its investigation to date and advice from outside legal counsel, the company believes this suit lacks factual or legal foundation and intends to defend itself vigorously against these charges.

On October 14, 2003, the U.S. Futures Exchange, L.L.C. (Eurex U.S.) and U.S. Exchange Holdings, Inc., filed suit against CBOT and CME in the United States District Court for the District of Columbia. The suit alleges that CBOT and CME violated the antitrust laws and tortiously interfered with the business relationship and contract between Eurex U.S. and The Clearing Corporation. Eurex U.S. and U.S. Exchange Holdings, Inc. are seeking a preliminary injunction and treble damages. On December 12, 2003, CBOT and CME filed separate motions to dismiss or, in the event the motion to dismiss is denied, to move the venue to the United States District Court for the Northern District of Illinois. On September 2, 2004, the judge granted CBOT's and CME's motion to transfer venue to the Northern District of Illinois. In light of that decision, the judge did not rule on the motions to dismiss. On March 25, 2005, Eurex U.S. filed a second amended complaint in the United States District Court for the Northern District of Illinois. On June 6, 2005, CME and CBOT filed a motion to dismiss the complaint. On August 25, 2005, the judge denied the joint CME/CBOT motion to dismiss. The parties are currently engaged in discovery. On April 9, 2007, CME and CBOT filed two joint motions for summary judgment. Based on its investigation to date and advice from legal counsel, the company believes this suit is without merit and intends to defend itself vigorously against these charges.

In addition, the company is a defendant in, and has potential for, various other legal proceedings arising from its regular business activities. While the ultimate results of such proceedings against the company cannot be predicted with certainty, the company believes that the resolution of any of these matters will not have a material adverse effect on its consolidated financial position or results of operations.

Mutual Offset Agreement. CME and Singapore Exchange Limited (SGX) each maintain collateral payable to the other exchange under their mutual offset agreement. CME can maintain collateral in the form of U.S. Treasury securities or irrevocable letters of credit. At March 31, 2007, CME was contingently liable to SGX on irrevocable letters of credit totaling $82.0 million and had pledged securities with a fair value of $65.6 million. Regardless of the collateral, CME guarantees all cleared transactions submitted through SGX and would initiate procedures designed to satisfy these financial obligations in the event of a default, such as the use of security deposits and performance bonds of the defaulting clearing firm.

4. Investments in Joint Ventures and Related Party Transactions

CME provides trading, clearing, regulatory and billing services to FXMS pursuant to the terms of servicing and licensing agreements with FXMS. In connection with these services, CME has accounts receivable outstanding as of March 31, 2007 of $3.0 million for certain system development and implementation costs incurred, including $2.1 million of reimbursable operating costs paid on behalf of FXMS. Deferred revenue related to future services totaled $10.2 million as of March 31, 2007 and is included in other current liabilities and other liabilities. Deferred revenue is recognized on a straight-line basis over the term of service, which began in February 2007. Recognition of deferred revenue and monthly fees earned for ongoing trading, clearing, regulatory and billing services totaled $0.4 million for the quarter ended March 31, 2007. In February 2007, CME made an additional capital contribution to FXMS of $12.5 million under the terms of the joint venture agreement.

5. Stock-Based Payments

Total expense for stock-based payments, including shares issued to the Board of Directors, was $4.9 million for the quarter ended March 31, 2007 and $3.4 million for the quarter ended March 31, 2006. The total income tax benefit recognized in the consolidated statements of income for stock-based payment arrangements was $1.8 million and $1.3 million for the quarters ended March 31, 2007 and 2006, respectively.

In the first quarter of 2007, the company granted employees stock options totaling 2,320 shares under the Omnibus Stock Plan. The options have a ten-year term with an exercise price of $533 per share, the closing market price on the date of grant. The fair value of these options totaled $0.5 million, measured at the grant date using the Black-Scholes valuation model. The Black-Scholes fair value of the option grant was calculated using the following assumptions: dividend yield of 0.7%; expected volatility of 30.0%; risk-free interest rate of 4.5%; and expected life of 6.5 years. The grant date weighted average fair value of options granted during the quarter was $198 per share.

In the first quarter of 2007, the company also granted 500 shares of restricted Class A common stock which have a vesting period of three years. The fair value related to this grant is $0.3 million, which will be recognized as compensation expense on an accelerated basis over the vesting period.

6. Income Taxes

As of January 1, 2007, the company adopted the provisions of Financial Accounting Standards Board Interpretation (FIN) No. 48, "Accounting for Uncertain Tax Positions." At adoption, the company recorded an increase of $3.7 million to current liabilities as a result of a reassessment of its tax positions. This increase was recorded as a cumulative effect adjustment that reduced the balance of retained earnings as of January 1, 2007. At adoption, the company had gross unrecognized tax benefits of $5.3 million. Net of the tax impact in other jurisdictions, these unrecognized tax benefits were $3.8 million and would be recorded as a net reduction to income tax expense if recognized in the future. The company classifies interest and penalties related to uncertain tax positions in income tax expense. Total interest and penalties related to the unrecognized tax benefits were $1.3 million at adoption.

The company is subject to U.S. federal income tax as well as income taxes in multiple state and foreign jurisdictions. Substantially all federal, state, local and foreign income tax matters have been concluded for years through 2002.

7. Earnings Per Share

Basic earnings per share is computed by dividing net income by the weighted average number of shares of all classes of common stock outstanding for each reporting period. Diluted earnings per share reflects the increase in shares using the treasury stock method to reflect the impact of an equivalent number of shares of common stock if stock options were exercised and restricted stock awards were converted into common stock. Outstanding stock options and restricted stock awards of approximately 8,100 shares and 4,600 shares were anti-dilutive for the quarter ended March 31, 2007 and 2006, respectively.

	Quarter Ended March 31,	
(in thousands, except per share data)	**2007**	**2006**
Net Income	$ 130,028	$ 91,413
Weighted Average Number of Common Shares:		
Basic	34,851	34,581
Effect of stock options	368	451
Effect of restricted stock grants	10	12
Diluted	35,229	35,044
Earnings Per Common Share:		
Basic	$ 3.73	$ 2.64
Diluted	3.69	2.61

8. Pending Merger with CBOT Holdings

On October 17, 2006, CME Holdings entered into a definitive agreement and plan of merger with CBOT Holdings. On March 15, 2007, CBOT Holdings received an unsolicited proposal to merge from IntercontinentalExchange, Inc. On April 11, 2007, CBOT Holdings and CME Holdings rescheduled their respective shareholder meetings to vote on their proposed merger to July 9, 2007. The merger is expected to close by mid-July 2007, dependant upon necessary approvals as well as completion of customary closing conditions. If either CME Holdings or CBOT Holdings were to terminate the merger agreement, the terminating party may be required to pay the other party a termination fee of $240.0 million and to reimburse the other party for expenses up to $6.0 million. As of March 31, 2007, total capitalized transaction costs were $27.7 million, of which $15.0 million was incurred during the first quarter.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations is provided as a supplement to, and should be read in conjunction with, our audited consolidated financial statements, the accompanying notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2006.

References in this discussion and analysis to "we" and "our" are to Chicago Mercantile Exchange Holdings Inc. and its consolidated subsidiaries, collectively. References to "exchange" are to Chicago Mercantile Exchange Inc. and its subsidiaries, collectively.

Results of Operations

Financial Highlights

- Total revenues grew by 32% in the first quarter of 2007 primarily as a result of increased clearing and transaction fees, and to a lesser extent higher revenue from processing services and quotation data fees.
- Total expenses increased by 17% in the first quarter of 2007. The most significant increases occurred in compensation and benefits and technology spending primarily as a result of growth initiatives, including Swapstream and FXMarketSpace Limited (FXMS).
- Operating margin, which we define as operating income expressed as a percentage of total revenues, increased to 60% in the first quarter of 2007 from 55% for the same period in 2006 as the growth in operating revenue outpaced increases in operating expenses.
- Cash earnings increased by $43.0 million to $136.9 million in the first quarter of 2007 when compared with the same period in 2006.

Revenues

	Quarter Ended March 31,		
(dollars in millions)	2007	2006	Change
Clearing and transaction fees	$258.2	$200.8	29%
Processing services	34.8	18.1	92
Quotation data fees	25.0	20.1	24
Access fees	5.5	4.9	12
Communication fees	2.0	2.2	(9)
Other	6.8	5.6	22
Total Revenues	$332.3	$251.7	32

Revenue Highlights. Revenues grew for the quarter primarily due to the following:

- Increased trading volumes due to market volatility, technology enhancements, and changing market expectations such as uncertainty surrounding interest rates, resulted in a 29% increase in clearing and transaction fees in 2007 when compared with the same period in 2006.
- Additional processing services provided as a result of our new agreement to list NYMEX (New York Mercantile Exchange) products on the CME Globex platform and higher trading volumes at CBOT (Chicago Board of Trade).
- Higher monthly subscriber fees resulting from a quotation data fee rate increase, which became effective January 1, 2007.

Clearing and Transaction Fees. The increase in revenues was due to growth in trading volume that was partially offset by a decrease in the average rate per contract. The following table summarizes average daily trading volume (in thousands) and revenues. All amounts exclude TRAKRS, Swapstream and auction-traded products.

	Quarter Ended March 31,		
	2007	2006	Change
CME Product Line Volume:			
Interest rate	3,639	2,918	25%
Equity	2,167	1,553	40
Foreign exchange	555	407	36
Commodity and alternative investment[1]	93	80	15
Total Average Daily Volume	6,454	4,958	30
CME Globex Volume	4,815	3,435	40
CME Globex Volume as a Percentage of Total Volume	75%	69%	
Clearing and Transaction Fees (in millions)	$257.7	$200.6	
Average Rate per Contract	$0.644	$0.652	

(1) CME weather and Goldman Sachs Commodity Index products are included in commodity and alternative investment products rather than equity products beginning in the second quarter of 2006. Prior period amounts have been adjusted to conform to the current year presentation.

Volume

In the first quarter of 2007, we experienced record trading volume across all of our product lines as well as record trading volume on the CME Globex platform. Record volume was driven primarily by a sharp rise in market volatility, specifically in the equity markets, beginning in February 2007 and continuing through March 2007. The growth in volume was also attributable to technological enhancements, including the migration of our electronic products to new Hewlett Packard Integrity NonStop Servers in the second quarter of 2006. As a result of these enhancements, we increased our capacity to handle record peak volumes and significantly reduced our average response time. We believe this resulted in an increase in volume generated by automated trading systems.

Interest Rate Products

The average daily volume of interest rate products increased in 2007 primarily due to uncertain market expectations surrounding interest rates, increased usage of our electronic trading platform due to continual technological enhancements, and additional growth in the use of automated trading systems.

Volume for electronically-traded CME Eurodollar futures contracts increased 38% to an average of 2.2 million contracts per day in 2007 when compared with the same period in 2006. In addition, the average daily volume of CME Eurodollar options, which are traded predominately through open outcry, increased by 14% to 1.2 million contracts in 2007. This growth included an increase in the average daily volume of CME Eurodollar options traded electronically to 93,000 contracts in 2007 from 52,000 contracts in the same period in 2006. In April 2006, we launched an incentive program to increase electronic trading of CME Eurodollar options. The program provides a reduced fee schedule through June 2007 for customers meeting percentage thresholds for electronic trading of CME Eurodollar options. In addition to that program, effective May 1, 2007 through December 31, 2007, we will reduce CME Globex fees for electronically-traded Eurodollar options from $0.25 per trade to $0.15 per trade for members. Fees for non-members will decrease from $0.55 per trade to $0.25 per trade.

Equity Products

Trading volume growth in equity products was primarily due to a sharp rise in volatility in the equity market. Average volatility, as measured by the CBOE Volatility Index, increased by 29% in March 2007 when compared with March 2006.

The average daily volume of our E-mini equity products increased by 40% to 2.0 million contracts in the first quarter of 2007 when compared with the same period in 2006. In particular, CME E-mini S&P 500 futures and options volume increased 48% to 1.4 million contracts per day. The average daily volume for our electronically traded E-mini equity options increased to 66,000 contracts in 2007 from 27,000 contracts for the same period in 2006.

Foreign Exchange Products
The average daily volume of foreign exchange products grew primarily as a result of increased volatility in the foreign exchange market and technological enhancements, which facilitated faster trade execution and additional liquidity. Electronically-traded foreign exchange volume accounted for 90% of total foreign exchange volume in the first quarter of 2007 compared with 85% in the same period of 2006.

Average Rate Per Contract
The impact of the 30% increase in average daily trading volume was partially offset by a decrease in the average rate, or revenue, per contract. For the first quarter of 2007, the rate per contract decreased 1% to $0.644 from $0.652 for the same period in 2006, primarily due to the following factors:

- Volume growth resulted in higher incentives and discounts, which reduced the average rate per contract by $0.015.
- The percentage of trades executed by member customers increased to 81% of total volume in 2007 from 80% for the same period in 2006. We believe the increase is partly attributable to growth in volume generated from automated trading systems, which generally receive member rates.

These decreases were partially offset by a favorable impact resulting from an increase in the percentage of trades executed through the CME Globex platform, which generally result in additional fees.

A substantial portion of our clearing and transaction fees are billed to our clearing firms. The majority of clearing and transaction fees received from clearing firms represent charges for trades executed on behalf of their customers. We currently have approximately 85 clearing firms. During the first quarter of 2007, one firm represented approximately 10% of our clearing and transaction fees revenue. Should a clearing firm discontinue operations, we believe the customer portion of that firm's trading activity would likely transfer to another clearing firm of the exchange. Therefore, we do not believe we are exposed to significant risk from the loss of revenue earned from any particular firm.

Processing Services. Revenues for the first quarter of 2007 increased primarily as a result of our new agreement with NYMEX, which began in June 2006, and increased trading volume at CBOT.

Revenue from services provided to NYMEX totaled $12.6 million based on average daily volume of 0.7 million contracts. We did not provide processing services to NYMEX during the first quarter of 2006.

CBOT's average daily trading volume increased 24% to 3.9 million contracts in 2007 when compared with the same period in 2006. Higher trading volume produced incremental revenue of $3.8 million for the quarter.

Quotation Data Fees. The growth in revenues resulted primarily from fee increases implemented on January 1, 2007. Users of our basic service currently pay $50 per month for each market data screen, or device, compared with $40 per month in 2006. Aggregate fee increases in basic and other services contributed additional revenue of approximately $4.7 million in 2007 when compared with the same period in 2006.

During the first quarter of 2007, the two largest resellers of our market data generated approximately 56% of our quotation data fees revenue. Despite this concentration, we consider our exposure to significant risk of revenue loss to be minimal. In the event one of these vendors no longer subscribed to our market data, we believe the majority of that vendor's customers would likely subscribe to our market data through another reseller.

Expenses

(dollars in millions)	Quarter Ended March 31, 2007	2006	Change
Compensation and benefits	$ 56.4	$ 49.8	13%
Communications	9.1	7.9	16
Technology support services	8.9	7.3	22
Professional fees and outside services	9.2	8.1	13
Depreciation and amortization	20.0	17.4	15
Occupancy	8.8	7.3	22
Licensing and other fee agreements	7.0	5.9	19
Marketing, advertising and public relations	6.0	3.1	93
Other	6.3	6.1	3
Total Expenses	$131.7	$112.9	17

Expense Highlights. Increases in total expenses for the first quarter were driven primarily by the following factors:

- Compensation and benefits rose as a result of growth in average headcount, accompanied by increases in incentive pay, stock-based compensation, salaries and related benefits.
- Depreciation and amortization and technology support services grew as a result of ongoing investments in equipment and software to expand our infrastructure and reduce processing speed.
- Marketing, advertising and public relations increased primarily due to ongoing media advertising related to our global brand campaign.

Compensation and Benefits. The increase in 2007, when compared with the same period in 2006, consisted primarily of the following:

(dollars in millions)	Increase
Average headcount	$ 3.1
Bonus	1.8
Stock-based compensation	1.2
Net annual salary increases and changes in benefits and employer taxes	0.9

- Average headcount rose by 8%, or 103 employees, in 2007 compared with the same period in 2006 due primarily to an increase in hiring to support technology initiatives such as NYMEX and FXMS. As of March 31, 2007, we had 1,459 employees.
- Bonus expense accrued under the provisions of our annual incentive plan increased primarily due to improved operating performance relative to our cash earnings target in 2007 compared with 2006 performance relative to the related target, as well as salary raises for existing employees and growth in headcount.
- Stock-based compensation increased primarily as a result of additional expense related to the June 2006 grant as well as an increase in the fair value per share of those options. The increase in fair value was primarily the result of the rise in our stock price.

Communications. Expense increased in 2007 when compared with the same period in 2006 as a result of continued growth in customer and data center connections as well as the implementation of bandwidth upgrades.

Technology Support Services. Additional maintenance and service contracts to support recent technology investments contributed to increased expense in 2007 when compared to the same period in 2006. Additional investments in technology, including an upgrade to our mainframe system in 2006, were part of a planned system expansion to increase capacity for peak volumes of transactions processed electronically.

Professional Fees and Outside Services. Professional fees, net of amounts capitalized for internally developed software, increased by $1.7 million in 2007 when compared with the same period in 2006 primarily due to consulting costs related to merger integration planning. This increase was partially offset by a decrease of $0.6 million in legal fees resulting from the completion of strategic initiatives in process during 2006.

Depreciation and Amortization. Depreciation and amortization of 2007 and 2006 property additions exceeded the depreciation and amortization of assets that have become fully depreciated or retired since January 1, 2006. This resulted in increased expense in 2007 when compared with the same period in 2006.

Property additions for 2007 and 2006 are summarized below. Technology-related assets include purchases of computers and related equipment, software, the cost of developing internal use software and the build-out of our data centers. Remaining property additions consist primarily of improvements to general-use facilities.

	Quarter Ended March 31,	
(dollars in millions)	2007	2006
Total property additions, including landlord-funded leasehold improvements	$16.3	$16.6
Technology-related assets as a percentage of total additions	90%	98%

Occupancy. During the second half of 2006, we entered into two leases for additional office space in Chicago and London. The addition of this space resulted in incremental rent and utilities expense in 2007 when compared with the same period in 2006.

Licensing and Other Fee Agreements. Higher average daily trading volume in licensed products, particularly E-mini S&P products, resulted in incremental expense of $1.7 million in 2007 when compared with the same period in 2006. This increase was partially offset by a $0.6 million decrease in costs incurred under a fee sharing arrangement, which was eliminated effective February 5, 2007 under the terms of our renewed agreement with the Singapore Exchange Limited (SGX).

Marketing, Advertising, and Public Relations. Expense increased when compared with the same period in 2006 primarily as a result of ongoing media advertising in connection with the global brand campaign launched in the third quarter of 2006. Efforts to redesign and expand customer education programs also contributed to an increase in expense.

Non-Operating Income and Expense

	Quarter Ended March 31,		
(dollars in millions)	2007	2006	Change
Investment income	$ 17.3	$ 11.5	52%
Securities lending interest income	32.9	27.7	19
Securities lending interest expense	(32.4)	(27.1)	20
Equity in losses of unconsolidated subsidiaries	(3.0)	(0.4)	n.m.
Total Non-Operating	$ 14.8	$ 11.7	27

n.m. not meaningful

Investment Income. Investment income increased in 2007, when compared with the same period in 2006, due to an increase in cash from operations as well as rising short-term interest rates. In anticipation of our merger with CBOT Holdings, Inc. (CBOT Holdings), we have reinvested funds from maturing investments in liquid, short-term investments. Annualized average rates of return and average investment balances indicated in the table below include short-term investments classified as cash and cash equivalents, marketable securities and a portion of clearing firms' cash performance bonds and security deposits, but exclude our non-qualified deferred compensation plan. We exclude non-qualified deferred compensation plan earnings from this analysis, as there is an equal and offsetting amount in compensation and benefits expense.

(dollars in millions)	Quarter Ended March 31, 2007	2006	Change
Annualized average rate of return	4.39%	3.60%	0.79%
Average investment balance	$1,538	$1,188	$ 350
Increase in income due to balance			$ 3.2
Increase in income due to rate			3.0

Securities Lending Interest Income and Expense. The average rate earned and paid increased in 2007 when compared with the same period in 2006 due to rising market interest rates. The spread between the average rate earned and the average rate paid decreased due to a reduction in market demand for the types of securities we have available to lend through this program.

(dollars in billions)	Quarter Ended March 31, 2007	2006	Change
Average daily balance of funds invested	$ 2.5	$ 2.5	$ —
Annualized average rate earned	5.39%	4.55%	0.84%
Annualized average rate paid	5.31	4.45	0.86
Net earned from securities lending	0.08	0.10	(0.02)

Equity in Losses of Unconsolidated Subsidiaries. This includes $2.9 million of losses from our investment in FXMS, as well as our proportionate share of losses from OneChicago, LLC.

Income Tax Provision

The effective tax rate increased to 39.6% from 39.3% in the first quarter when compared with the same period in 2006. The increase was due primarily to the impact of a valuation allowance required for the net operating losses generated by our Swapstream operations, which will not be deductible for tax purposes until there is a pattern of operating income from these operations. The impact of the valuation allowance was partially offset by an increase in investment income from tax-advantaged securities.

Liquidity and Capital Resources

Sources and Uses of Cash. Net cash provided by operating activities was $177.8 million in the first quarter of 2007 compared with $115.8 million for the same period in 2006. This increase was primarily due to increased net income, partially offset by an increase in accounts receivable due to the record trading volume experienced in March 2007. Accounts receivable in any period result primarily from the clearing and transaction fees billed in the last month of the reporting period.

Cash provided by investing activities was $15.8 million in 2007 compared with cash used in investing activities of $0.4 million for the same period in 2006. The increase in cash was primarily due to additional proceeds from the maturities of marketable securities of $35.0 million, which were reinvested in cash and cash equivalents. This increase was partially offset by an additional investment in FXMS of $12.5 million.

Cash used in financing activities was $23.3 million in 2007 compared with $10.6 million for the same period in 2006. The increase in cash used was due primarily to an $8.2 million increase in cash dividends to shareholders as a result of our increased cash earnings in 2006 over the prior year. Prior year's cash earnings is the basis used to determine the amount of the current year's dividend.

On April 25, 2007, the Board of Directors declared a regular quarterly dividend of $0.86 per share payable on June 25, 2007 to the shareholders of record as of June 8, 2007. Assuming no changes in the number of shares outstanding, the dividend payment will total approximately $30.0 million.

Debt Instruments. We maintain an $800.0 million line of credit with a consortium of banks to be used in certain situations. The line of credit continues to be collateralized by clearing firm security deposits held by us in the form of U.S. Treasury or agency securities, as well as security deposit funds in the second Interest Earning Facilities and any performance bond deposits of the defaulting firm. The line of credit can only be drawn on to the extent it is collateralized. Collateral available and on deposit was $1.2 billion at March 31, 2007.

In October 2005, we approved the use of CME-owned U.S. Treasury securities as performance bond collateral in lieu of, or in combination with, irrevocable letters of credit for our mutual offset agreement with SGX. We can pledge U.S Treasury securities up to a maximum of $100.0 million measured as the aggregate fair value at the time of the most recent collateral adjustment. At March 31, 2007, we were contingently liable on irrevocable letters of credit totaling $82.0 million and had pledged securities with a fair value of $65.6 million.

CME also guarantees a $5.0 million standby letter of credit for GFX Corporation (GFX). The beneficiary of the letter of credit is the clearing firm that is used by GFX to execute and maintain its futures positions. The letter of credit will be utilized in the event GFX defaults in meeting performance bond requirements to its clearing firm.

Liquidity and Cash Management. Cash and cash equivalents totaled $1.1 billion at March 31, 2007 and $969.5 million at December 31, 2006. The balance retained in cash and cash equivalents is a function of anticipated or possible short-term cash needs, prevailing interest rates, our investment policy and alternative investment choices, including our pending merger with CBOT Holdings. We expect the merger to close by mid-July 2007, conditional upon shareholder, CBOT member, and regulatory approvals as well as completion of customary closing conditions. If either CME Holdings or CBOT Holdings were to terminate the merger agreement, the terminating party may be required to pay the other party a termination fee of $240.0 million and to reimburse the other party for expenses up to $6.0 million. As of March 31, 2007, total capitalized transaction costs were $27.7 million, of which $15.0 million was incurred during the first quarter.

Current net deferred tax assets of $11.4 million and $7.2 million are included in other current assets at March 31, 2007 and December 31, 2006, respectively. At March 31, 2007 and December 31, 2006, non-current net deferred tax assets, which are included in other assets, were $35.3 million and $30.9 million, respectively. Net deferred tax assets result primarily from depreciation and amortization, internally developed software, stock-based compensation and pension costs. Total acquired and accumulated net operating losses related to Swapstream were valued at $9.6 million as of March 31, 2007. Since Swapstream has not yet developed a pattern of operating income, our assessment at March 31, 2007 is that we do not believe that we currently meet the more-likely-than-not threshold that would allow us to realize the value of acquired and accumulated foreign net operating losses in the future. As a result, the deferred tax benefit arising from these net operating losses has been fully reserved.

Historically, we have met our funding requirements from operations. If operations do not provide sufficient funds to meet capital expenditure requirements, cash and cash equivalents or marketable securities can be reduced to provide the needed funds; assets can be acquired through capital leases; or we can issue debt. In addition, we believe we can fund any pending or potential future acquisitions with internally available cash, debt financing or the issuance of equity securities.

Cash Earnings. Cash earnings is the primary financial metric used by us to measure our performance and is the basis for calculating dividends to shareholders and annual incentive payments to employees. It is calculated as net income plus depreciation and amortization expense (excluding amortization of intangible assets), plus stock-based compensation net of its tax effect and less capital expenditures. Depreciation and amortization and capital expenditure amounts used in the calculation exclude the impact of landlord-funded leasehold improvements. Cash earnings for the first quarter of 2007 and 2006 is calculated as follows (in millions):

(dollars in millions)	Quarter Ended March 31, 2007	2006
Net income	$130.0	$ 91.4
Depreciation and amortization	19.5	17.1
Stock-based compensation	2.7	2.0
Capital expenditures	(15.3)	(16.6)
Cash Earnings	$136.9	$ 93.9

Recent Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 157, "Fair Value Measurements," which provides guidance for using fair value to measure assets and liabilities by defining fair value, establishing a framework for measuring fair value, and expanding disclosures about fair value measurements. The provisions of SFAS No. 157 are effective for financial statements issued for fiscal years beginning after November 15, 2007. We are currently assessing the impact, if any, that SFAS No. 157 will have on our consolidated financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities - Including an amendment of FASB Statement No. 115." SFAS No. 159 permits entities to choose to measure many financial instruments and certain other items at fair value. The provisions of SFAS No. 159 are effective for fiscal years beginning after November 15, 2007. The impact of the adoption of SFAS No. 159 will be dependent on the extent to which we elect to measure eligible items at fair value. We are currently assessing the impact, if any, that SFAS No. 159 will have on our consolidated financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to various market risks, including those caused by changes in interest rates and foreign currency exchange rates. There was no material change in our exposure to market risks during the first quarter of 2007. Information regarding market risks as of December 31, 2006 is contained in Item 7A of our 2006 Annual Report on Form 10-K.

Item 4. Controls and Procedures

(a) *Controls and Procedures*. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.

(b) *Changes in Internal Control Over Financial Reporting*. There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

On March 16, 2007, Louisiana Municipal Police Employees' Retirement System filed a class action complaint in the Delaware Court of Chancery against CBOT Holdings, its directors and CME Holdings. The complaint alleges, among other things, that CBOT Holdings and its directors breached their fiduciary duties related to the sale of CBOT Holdings by approving allegedly improper deal protection devices including a $240 million termination fee and a no-shop/no-talk provision. The complaint further alleges that CME Holdings aided and abetted the alleged breaches of fiduciary duty. The plaintiff seeks to enjoin the CBOT Holdings/CME merger. On March 19, 2007, the plaintiff filed a motion seeking expedited proceedings. A teleconference arguing the motion was held on March 21, 2007. Due to CBOT Holdings' decision to postpone the April 4, 2007 special meeting of its shareholders to vote on the merger, the motion for expedited proceedings was denied. However, the court ordered that limited document discovery could proceed on an expedited basis. On April 9, 2007, CBOT Holdings, the director defendants and CME Holdings filed motions to dismiss the complaint. These motions are currently pending before the court. Based on its investigation to date and advice from legal counsel, we believe this suit is without merit and we intend to defend vigorously against these charges.

On October 14, 2003, the U.S. Futures Exchange, L.L.C. (Eurex U.S.) and U.S. Exchange Holdings, Inc. filed suit against CBOT and CME in the United States District Court for the District of Columbia. The suit alleges that CBOT and CME violated the antitrust laws and tortiously interfered with the business relationship and contract between Eurex U.S. and The Clearing Corporation. Eurex U.S. and U.S. Exchange Holdings, Inc. are seeking a preliminary injunction and treble damages. On December 12, 2003, CBOT and CME filed separate motions to dismiss or, in the event the motion to dismiss is denied, to move the venue to the United States District Court for the Northern District of Illinois. On September 2, 2004, the judge granted CBOT's and CME's motion to transfer venue to the Northern District of Illinois. In light of that decision, the judge did not rule on the motions to dismiss. On March 25, 2005, Eurex U.S. filed a second amended complaint in the United States District Court for the Northern District of Illinois. On June 6, 2005, CME and CBOT filed a motion to dismiss the complaint. On August 25, 2005, the judge denied the joint CME/CBOT motion to dismiss. The parties are currently engaged in discovery. On April 9, 2007, CME and CBOT filed two joint motions for summary judgment. Based on its investigation to date and advice from legal counsel, we believe this suit is without merit and we intend to defend vigorously against these charges.

Item 1A. Risk Factors

Other than the following updates to the "Additional Risks Relating to the Proposed Merger with CBOT Holdings," there have been no material changes to the Risk Factors contained in our Annual Report on Form 10-K for the year ended December 31, 2006, filed with the Securities and Exchange Commission on March 1, 2007.

Risks Relating to the Proposed Merger with CBOT Holdings

We may fail to realize all of the anticipated benefits of the proposed merger with CBOT Holdings.

The success of the merger will depend, in part, on our ability to achieve the anticipated cost synergies and other strategic benefits from combining the businesses of CME Holdings and CBOT Holdings. We expect CME Group to benefit from operational synergies resulting from the consolidation of capabilities and elimination of redundancies as well as greater efficiencies from increased scale, market integration and more automation. However, to realize these anticipated benefits, we must successfully combine the businesses of CME Holdings and CBOT Holdings. If we are not able to achieve these objectives, the anticipated cost synergies and other strategic benefits of the merger may not be realized fully or at all or may take longer to realize than expected. We may fail to realize some or all of the anticipated benefits of the transaction in the amounts and times projected for a number of reasons, including that the integration may take longer than anticipated, be more costly than anticipated or have unanticipated adverse results relating to CME Holdings' or CBOT Holdings' existing businesses.

The failure to integrate successfully the businesses and operations of CME Holdings and CBOT Holdings in the expected time frame may adversely affect CME Group's future results.

Historically, CME Holdings and CBOT Holdings have operated as independent companies, and they will continue to do so until the completion of the merger. The management of CME Group may face significant challenges in consolidating the functions of CME Holdings and CBOT Holdings and their subsidiaries, integrating their technologies, organizations, procedures, policies and operations, as well as addressing differences in the business cultures of the two companies and retaining key personnel. In connection with the merger, CME Group expects to integrate certain operations of CME and CBOT, including consolidating the two trading floors, transitioning CBOT's electronic trading to CME's Globex platform, consolidating their market data services and consolidating regulatory functions. The integration will be complex and time consuming, and require substantial resources and effort. The integration process and other disruptions resulting from the merger may also disrupt each company's ongoing businesses or cause inconsistencies in standards, controls, procedures and policies that adversely affect our relationships with members of CME and CBOT and other market participants, employees, regulators and others with whom we have business or other dealings. In addition, difficulties in integrating the businesses or regulatory functions of CME Holdings and CBOT Holdings could harm the reputation of CME Group.

CME Holdings and CBOT Holdings will incur transaction, integration and restructuring costs in connection with the merger.

CME Holdings and CBOT Holdings expect to incur significant costs associated with transaction fees, professional services and other costs related to the merger. Specifically, CME Holdings and CBOT Holdings expect to incur approximately $107 million for transaction costs related to the merger. CME Group also will incur integration and restructuring costs following the completion of the merger as CME Group integrates the business of CBOT Holdings with that of CME Holdings. Although CME Holdings and CBOT Holdings expect that the realization of efficiencies related to the integration of the businesses will offset incremental transaction, merger-related and restructuring costs over time, this net benefit may not be achieved in the near term, or at all.

Completion of the merger is subject to the receipt of consents and approvals from, or the making of filings with, government entities that could delay completion of the merger or impose conditions that could have a material adverse effect on CME Group or that could cause abandonment of the merger.

On March 15, 2007, CBOT Holdings announced that it had received an unsolicited non-binding proposal letter from IntercontinentalExchange, Inc. (ICE) to merge with CBOT Holdings. In this transaction, holders of CBOT Holdings Class A common stock would receive 1.42 shares of ICE common stock for each share of CBOT Holdings Class A common stock or, should CBOT Holdings be the surviving entity, CBOT Holdings would issue the inverse number of CBOT Holdings Class A common stock for each share of ICE common stock.

On April 11, 2007, CME Holdings and CBOT Holdings announced a rescheduled date for the previously postponed special meetings of CME Holdings shareholders, CBOT Holdings shareholders and CBOT members to vote on the proposed merger. The meetings had been postponed to give the board of directors of CBOT Holdings, its special transaction committee and the board of directors of CBOT Holdings sufficient time to complete their review of the ICE proposal. The postponed meetings have been rescheduled to July 9, 2007. We cannot assure you that the merger will receive the required approvals from CME Holdings shareholders, CBOT Holdings shareholders or CBOT members.

The merger is also subject to review under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, by either the Antitrust Division of the U.S. Department of Justice or the U.S. Federal Trade Commission. Under this statute, CME Holdings and CBOT Holdings are required to make pre-merger notification filings and to await the expiration of the statutory waiting period prior to completing the merger. On December 1, 2006, CME Holdings and CBOT Holdings each received requests for additional information (Second Request) regarding the merger from the Department of Justice. The Second Request extends the initial waiting period under the statute during which the Department of Justice is permitted to review a proposed transaction until 30 days after the parties have substantially complied with the Second Request, unless that period is terminated earlier by the Department of Justice or, if the Department of Justice objects to the merger, it obtains an injunction from a court.

We cannot assure you that a challenge to the merger on antitrust grounds will not be made or, if such a challenge is made, that any such challenge will not be successful. Any such challenge may seek to impose a preliminary or permanent injunction, conditions on the completion of the merger or require changes to the terms of the merger. While we do not currently expect that any such preliminary or permanent injunction, conditions or changes would be imposed, we cannot assure you that they will not be, and such conditions or changes could have the effect of delaying completion of the merger or imposing additional costs on us or limiting the revenues of CME Group following the merger, any of which might have a material adverse effect on CME Group following the merger. Neither CME Holdings nor CBOT Holdings is obligated to complete the merger if any such conditions, individually or in the aggregate, would reasonably be expected to result in (i) a material adverse effect on the expected benefits of the merger or (ii) a material adverse effect on CME Holdings, CBOT Holdings or CME Group following the merger.

CME Holdings may incur significant indebtedness in order to finance the merger, which may limit CME Group's operating flexibility.

In order to finance the cash portion of the merger consideration, CME Holdings expects to incur incremental borrowings of up to $2.0 billion, depending on the elections made by CBOT Holdings Class A shareholders with respect to the merger consideration. We have not obtained any commitments for the financing. As of September 30, 2006, on a pro forma basis after giving effect to the merger, assuming that CME Holdings pays the maximum amount of cash available to CBOT Holdings Class A shareholders of $3.0 billion, CME Group would have had $2.0 billion in indebtedness outstanding. This level of indebtedness may:

- require CME Group to dedicate a significant portion of its cash flow from operations to payments on its debt, thereby reducing the availability of cash flow to fund capital expenditures, to pursue other acquisitions or investments in new technologies, to pay dividends and for general corporate purposes;
- increase CME Group's vulnerability to general adverse economic conditions, including increases in interest rates if the borrowings bear interest at variable rates; and
- limit CME Group's flexibility in planning for, or reacting to, changes in or challenges relating to its business and industry.

In addition, to the extent that the credit ratings of CME Group are below ratings we would have been able to obtain as a stand-alone company, borrowing costs may increase, and to the extent that the credit ratings are below investment grade, the terms of the financing obligations could include restrictions, such as affirmative and negative covenants, conditions to borrowing, subsidiary guarantees and stock pledges. A failure to comply with these restrictions could result in a default under the financing obligations or could require CME Group to obtain waivers from its lenders for failure to comply with these restrictions. The occurrence of a default that remains uncured or the inability to secure a necessary consent or waiver could have a material adverse effect on CME Group's business, financial condition or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Issuer Purchases of Equity Securities

Period	(a) Total Number of Class A Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Trading Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs
January 1 to January 31	86	$ 509.75	—	—
February 1 to February 28	—	$ —	—	—
March 1 to March 31	—	$ —	—	—
Total	86	$ 509.75	—	—

All of the share amounts set forth in the above table represent shares of the Company's Class A common stock that were surrendered to the Company in order to fulfill tax withholding obligations of an employee upon the vesting of restricted stock on January 3, 2007.

Item 6. Exhibits

10.1*	Chicago Mercantile Exchange Holdings Inc. Amended and Restated Omnibus Stock Plan, amended and restated effective as of April 25, 2007 (incorporated by reference to Exhibit 10.1 to Chicago Mercantile Exchange Holdings Inc.'s Current Report on Form 8-K, filed with the SEC on April 30, 2007, File No. 000-33379)
10.2*	Chicago Mercantile Exchange Holdings Inc. Amended and Restated Annual Incentive Plan, amended and restated effective as of April 25, 2007 (incorporated by reference to Exhibit 10.2 to Chicago Mercantile Exchange Holdings Inc.'s Current Report on Form 8-K, filed with the SEC on April 30, 2007, File No. 000-33379)
10.3*	Chicago Mercantile Exchange Inc. Supplemental Executive Retirement Plan consisting of the grandfathered Supplemental Retirement Plan, dated March 1, 2007, and the Amended and Restated 409A Supplemental Executive Retirement Plan, effective January 1, 2005
10.4*	Chicago Mercantile Exchange Inc. Senior Management Supplemental Deferred Savings Plan (SMSDSP) consisting of the grandfathered SMSDSP, dated March 1, 2007, and the Amended and Restated 409A SMSDSP, effective January 1, 2005
31.1	Section 302 Certification—Craig S. Donohue
31.2	Section 302 Certification—James E. Parisi
32.1	Section 906 Certification

* Compensatory plan or arrangement.

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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 thereunto duly authorized.

CHICAGO MERCANTILE EXCHANGE HOLDINGS INC.
(Registrant)

Dated: May 7, 2007

By: /s/ James E. Parisi
Name: James E. Parisi
Title: Managing Director and Chief Financial Officer

CHICAGO MERCANTILE EXCHANGE INC.
GRANDFATHERED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

SECTION I

General

1.1. History, Purpose and Effective Date. The Chicago Mercantile Exchange Inc. Amended and Restated Supplemental Executive Retirement Plan (the "Plan") was established, effective as of January 1, 1993 (the "Effective Date") by Chicago Mercantile Exchange, an Illinois not-for-profit corporation ("CME")), to provide its eligible key management employees with an opportunity to receive additional retirement income. Pursuant to a series of demutualization transactions and an agreement and plan of merger, effective as of November 13, 2000, Chicago Mercantile Exchange Inc., a shareholder-owned, for-profit Delaware corporation (the "Exchange") succeeded to the assets, liabilities and business of CME and to the power, authority and responsibility of CME under and with respect to the Plan. Effective as of December 3, 2001, pursuant to a further corporate reorganization, the Exchange became a wholly-owned subsidiary of Chicago Mercantile Exchange Holdings Inc. ("CME Holdings"). The Plan is intended to constitute a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Section 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

This document is an amendment and restatement of the Plan as in effect prior to 2005, and is applicable only to the portion (if any) of a Participant's Account that was vested as of December 31, 2004, including credited earnings and losses with respect thereto (the "Grandfathered Account"). The Plan, as so amended and restated, shall be sometimes referred to as the "Chicago Mercantile Exchange Inc. Grandfathered Supplemental Executive Retirement Plan."

1.2. Administration.

(a) The Retirement Committee (the "Retirement Committee") appointed by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Exchange is the Plan Administrator of the Plan. If the Compensation Committee fails to act to appoint the members of the Retirement Committee, then the Compensation Committee will be deemed to be the Retirement Committee hereunder. The Plan Administrator shall from time to time adopt rules for the administration of the Plan and shall have the sole discretion to make decisions and take any action with respect to questions arising in connection with the Plan, including, but not limited to, the construction and interpretation of the Plan, the resolution of any ambiguities, the determination of the conditions subject to which any benefits may be payable, the resolution of all questions concerning the status and rights of a Participant and others under the Plan, and whether a claimant is eligible for benefits under the Plan, the determination of the

amount of benefits, if any, a claimant is entitled to receive, and making any other determinations which it believes necessary or advisable for the administration and operation of the Plan. Any such decision or action shall be final and binding upon all Participants and beneficiaries, and benefits under the Plan shall be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The Plan Administrator's decision or action in respect of any of the above shall be conclusive and binding upon all Participants and their beneficiaries, heirs, assigns, administrators, executors and any other person claiming through or under them, subject to such individual's rights to a review of the denial of any benefit claim under the claims procedure set forth in Section 1.11.

(b) In providing for the administration of the Plan, the Plan Administrator may delegate responsibilities for the operation and administration of the Plan by written document filed with the Plan records. Any such delegation may be revoked at any time. The Secretary of the Exchange (or, on behalf of the Secretary of the Exchange, any Corporate Secretary or Assistant Secretary) shall certify to any interested person the names of the employees of the Exchange who are, from time to time, authorized to act on behalf of the Plan Administrator and who are responsible for the day-to-day operation and administration of the Plan. The Plan Administrator may appoint and compensate such specialists to aid it in the administration of the Plan and arrange for such other services as it considers necessary or appropriate to carry out the provisions of the Plan.

1.3. Plan Year. The term "Plan Year" means the calendar year.

1.4. Source of Benefit Payments. Subject to the terms and conditions of the Plan, any amount payable to or on account of a Participant under this Plan shall be paid from the general assets of the Exchange or from one or more trusts, the assets of which are subject to the claims of the Exchange's general creditors. The amounts payable hereunder shall be reflected on the accounting records of the Exchange but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. None of the individuals entitled to benefits under the Plan shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Exchange or to any investment reserves, accounts, trusts or funds that the Exchange may purchase, establish or accumulate to aid in providing the benefits under the Plan, and any rights of such individuals under the Plan or any such reserves, accounts, trusts or funds shall constitute unsecured contractual rights only. Nothing contained in the Plan shall constitute a guarantee by the Exchange that the assets of the Exchange shall be sufficient to pay any benefits to any person. Nothing contained in the Plan and no action taken pursuant to its provisions shall create a trust or fiduciary relationship of any kind between the Exchange and an employee or any other person.

1.5. Expenses. The expenses of administering the Plan shall be borne by the Exchange.

1.6. Effect on Other Benefit Plans. Any amounts credited or paid under this Plan shall not be considered to be compensation for the purposes of any qualified plan (within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended, maintained by the Exchange. The treatment of such amounts under other employee benefit plans shall be pursuant to the provisions of such plans.

1.7. Applicable Laws. The Plan shall be construed and administered in accordance with the laws of the State of Illinois.

1.8. Gender and Number. Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.9. Notices. Any notice or document required to be given to or filed with the Plan Administrator will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Secretary of the Exchange, at its principal executive offices. The Plan Administrator may, by advance written notice to affected persons, revise such notice procedure from time to time. Any notice required under the Plan may be waived by the person entitled to notice.

1.10. Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

1.11. Claims Procedure.

(a) For purposes of the Plan, a claim for a benefit is a written application for a benefit filed with the Plan Administrator. In the event that any Participant or other person claims to be entitled to a benefit under the Plan, and the Plan Administrator or its designee determines that such claim should be denied in whole or in part, the Plan Administrator or its designee shall, in writing, notify such claimant within 90 days (180 days if special circumstance require) of receipt of such claim that his claim has been denied. The notice of denial will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason for the denial; (b) specific reference to those Plan provisions on which the denial is based; (c) a description of any additional information necessary to perfect the claim and an explanation of why the information is necessary; and (d) a description of the Plan's review procedures, the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following the denial of his claim on review.

(b) If the Plan Administrator requests additional information from a claimant prior to an initial determination or a determination on appeal, the Plan Administrator will notify the claimant and permit the claimant to have 45 days to provide the requested information. The time of the Plan Administrator's decision will be tolled until the information is received or until the 45-day period has elapsed. If the information is not timely received by the Plan Administrator, its decision will be made without the requested information.

(c) Within 60 days after the mailing or delivery by the Plan Administrator or its designee of such notice, such claimant may request, by mailing or delivery of written notice to the Plan Administrator, a review by the Plan Administrator of the decision denying the claim. The clamant may submit written comments, documents, records and other information relating to his claim, whether or not those comments, documents, records or other information were submitted in connection with the initial claim. The claimant may also request that the Plan provide, free of charge, copies of all documents, records or other information relevant to his claim.

(d) If the claimant fails to request such a review within such 60-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

(e) After such review, the Plan Administrator shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within 60 days of receipt of the claimant's request for review (120 days if special circumstances require). In the case of a claim denial on review, the notice will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason or reasons for denial; (b) specific reference to those Plan provisions on which denial is based; (c) a statement that the claimant is entitled to receive, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to his claim for benefits; and (d) a statement of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about the procedures and to bring a civil action under ERISA Section 502(a).

SECTION 2

Participation

2.1. Participant. The key employees eligible to participate in the Plan and the conditions for such participation shall be established, from time to time, by the Exchange; provided, however, that Participants shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201(1), 301(a)(2) and 401(a)(l) of ERISA. If the Exchange determines that participation by one or more Participants shall cause the Plan to be subject to Part 2, 3 or 4 of Title I of ERISA, the entire interest of such Participant or Participants under the Plan shall be segregated from the Plan in the discretion of the Exchange, and such Participant or Participants shall cease to have any interest under the Plan.

2.2. Plan Not Contract of Employment. The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of the Exchange nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

SECTION 3

Plan Benefits

3.1. Deferred Compensation Accounts. The Plan Administrator shall maintain, or cause to be maintained, an Account in the name of each Participant which shall reflect the sum of the following amounts:

(a) the amount of "Deferred Compensation Credits" to be credited to the Participant's Account in accordance with subsection 3.2; and

(b) the assumed rate of earnings to be credited to the Participant's Account in accordance with subsection 3.3.

3.2. Deferred Compensation Credits. Unless otherwise determined by the Compensation Committee, for each Plan Year beginning on or after January 1, 2003, three percent of each Participant's base earnings and bonus paid in such Plan Year shall be awarded as Deferred Compensation Credits. The amount of Deferred Compensation Credits awarded to a Participant for any such Plan Year shall be credited to his Account as of the first business day of the next following Plan Year.

3.3. Adjustment of Accounts. The amounts credited to a Participant's Account in accordance with Section 3.2 shall be adjusted from time to time in accordance with uniform procedures established by the Plan Administrator to reflect the value of an investment equal to the Participant's Account balance in one or more assumed investments that the Plan Administrator offers from time to time, and which the Participant directs the Plan Administrator to use for purposes of adjusting his Account. In the event a Participant fails to provide such direction, the Participant's Account shall be adjusted on the basis of such default investment as the Plan Administrator shall establish from time to time. Amounts credited pursuant to this Section 3.3 shall be determined without regard to taxes that would be payable with respect to any assumed investment. The Plan Administrator may eliminate any assumed investment alternative at any time; provided, however, that the Plan Administrator may not retroactively eliminate any assumed investment alternative. To the extent permitted by the Plan Administrator, the Participant may elect to have different portions of his Account balance for any period adjusted on the basis of different assumed investments. Notwithstanding the election by Participants of certain assumed investments and the adjustment of their Accounts based on such investment decisions, the Plan does not require, and no trust or other instrument maintained in connection with the Plan shall require, that any assets or amounts which are set aside in trust or otherwise for the purpose of paying Plan benefits shall actually be invested in the investment alternatives selected by Participants.

SECTION 4

Payment of Plan Benefits

4.1. Vesting. A Participant's vested interest in his Account shall be determined as follows:

(a) A Participant shall have at all times a fully vested and nonforfeitable interest in (i) the amount of any Deferred Compensation Credits credited to the Participant's Account on or before December 31, 1996, and (ii) any assumed investment adjustment theretofore or thereafter credited with respect to such Deferred Compensation Credits under Section 3.3.

(b) A Participant shall have a fully vested and nonforfeitable interest in the amount of any Deferred Compensation Credits credited to the Participant's Account in accordance with Section 3.2 on or after January 1, 2004 (and any assumed investment adjustments thereon) upon completion of five Years of Vesting Service (as described below).

(c) A Participant shall have a fully vested and nonforfeitable interest in the amount of any Deferred Compensation Credits credited to the Participant's Account in accordance with Section 3.2 on or after January 1, 1997 and before January 1, 2004 ("Post-1996 Credits"), and any assumed investment adjustments thereon, as of December 10 of the fourth Plan Year following the Plan Year as of which such Deferred Compensation Credits are credited to the Participant's Account. Prior thereto, the amount of any Post-1996 Credits (and any assumed investment adjustments thereon) shall be vested and nonforfeitable as of December 10th of the Plan Year that follows the Plan Year as of which such Post-1996 Credits were credited to the Participant's Account by the number of Plan Years determined in accordance with the following schedule:

Number of Plan Years following the Plan Year as of which the Post-1996 Credits were credited to his Account	**The vested percentage shall be**
Four Plan Years	100%
Three Plan Years	66 2/3%
Two Plan Years	33 1/3%
One Plan Year	0%

A Participant's Years of Vesting Service as of any date shall be equal to the number of years of service credited to the Participant for vesting purposes as of such date under the provisions of the Pension Plan for Employees of the Chicago Mercantile Exchange Inc. (the "Pension Plan") or, in the case of a Participant who is not eligible to participate in the Pension Plan, the number of years of service that would be credited to the Participant for vesting purposes under the Pension Plan as of such date if the Participant were eligible to participate in the Pension Plan. The unvested portion of a Participant's Account shall be forfeited upon the Participant's separation from service.

4.2. Accelerated Vesting. Notwithstanding the provisions of Section 4.1, if a Participant's termination of active employment with the Exchange occurs on account of his death, retirement after attaining age 55 years and completing 15 years of continuous service with the Exchange, or disability, the amount of any Post-1996 Credits (and any assumed investment adjustments thereon) not theretofore vested shall be vested and nonforfeitable as of December 10 of the Plan Year that follows the Plan Year as of which such Post-1996 Credits were credited to the Participant's Account by the number of Plan Years determined in accordance with the following schedule (in lieu of the schedule in Section 4.1):

Number of Plan Years following the Plan Year as of which the Post-1996 Credits were credited to his Account	**The vested percentage shall be**
Four Plan Years	100%
Three Plan Years	80%
Two Plan Years	60%
One Plan Year	40%

If a Participant's termination of active employment occurs under this Section 4.2, the portion of any Post-1996 Credits (and any investment adjustments thereon) that are not theretofore vested in accordance with Section 4.1 or the foregoing provisions of this Section 4.2 and which shall be vested and nonforfeitable as of December 10 of the Plan Year in which credited to the Participant's Account shall be twenty percent (20%).

4.3. Termination of Employment. After a Participant's death or termination of active employment, the vested portion of the Participant's Account balance shall be paid in cash or in kind to or on account of the Participant as follows:

(a) in a single lump sum payment as soon as practicable after his death or other termination date occurs, or

(b) if elected by the Participant, in annual installments over a period of 5 or fewer years; provided, however, that any such election by a Participant who resigns or is dismissed prior to his retirement date (within the meaning of the Exchange's cash balance pension plan) shall require the consent of the Exchange; and provided, further, that effective January 1, 2007 any such election shall be void and of no force and effect if the Participant separates from service within six months after making such election.

Any portion of his Account balance that is not vested in accordance with subsection 4.1 or 4.2 at his termination of active employment shall be forfeited.

4.4. Unforeseeable Emergencies. The Plan Administrator may, pursuant to rules adopted by it and applied in a uniform manner, accelerate the date of distribution of a Participant's Account because of unforeseeable emergency at any time. "Unforeseeable emergency" shall mean as determined by the Plan Administrator in accordance with uniform rules adopted by it. The amount that may be distributed pursuant to this subsection 4.4 is limited to the amount necessary to satisfy the emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

4.5. Designation of Beneficiary. Each Participant may from time to time, by signing a form furnished by the Plan Administrator, designate any legal or natural person or persons (who may be designated contingently or successively) to whom his vested benefits under the Plan are to be paid if he dies before he receives all of his vested benefits. A beneficiary designation form will be effective only when the signed form is filed with the Plan Administrator while the Participant is alive and will cancel all beneficiary designation forms filed earlier. Except as otherwise specifically provided in this subsection 4.5, if a deceased Participant failed to designate a beneficiary as provided above, or if the designated beneficiary of a deceased Participant dies before him or before complete payment of the Participant's benefits, his benefits shall be paid to the legal representative or representatives of the estate of the last to die of the Participant and his designated beneficiary.

4.6. Distributions to Disabled Persons. Notwithstanding the provisions of this Section 4, if, in the Plan Administrator's opinion, a Participant or beneficiary is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, the Plan Administrator may direct that payment be made to a relative or friend of such person for his benefit until claim is made by a conservator or other person legally charged with the care of his person or his estate, and such payment shall be in lieu of any such payment to such Participant or beneficiary. Thereafter, any benefits under the Plan to which such Participant or beneficiary is entitled shall be paid to such conservator or other person legally charged with the care of his person or his estate.

4.7. Benefits May Not be Assigned. Neither the Participant nor any other person shall have any voluntary or involuntary right to commute, sell, assign, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part hereof, which are expressly declared to be unassignable and non-transferable. No part of the amounts payable shall be, prior to actual payment, subject to seizure or sequestration for payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person, or be transferred by operation of law in the event of the Participant's or any other person's bankruptcy or insolvency.

4.8. Withholding for Tax Liability. The Exchange may withhold or cause to be withheld from any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Exchange may reasonably estimate to be necessary to cover any taxes for which the Exchange may be liable and which may be assessed with regard to such payment.

4.9. Cash-Out Election. Prior to a Participant's termination of active employment with the Exchange, the Participant may make a one-time election (a "Cash-Out Election") to have the entire nonforfeitable balance of his Account distributed to him, in a single lump sum payment, in cash, within 15 days following the date that such election is filed with the Exchange, subject to the following:

(a) The Participant's nonforfeitable Account balance shall be determined under subsection 4.1 of the Plan as though the Participant had terminated from the employ of the Exchange on the date on which the Cash-Out Election is filed and, for this purpose, the accelerated vesting provisions of subsection 4.2 shall not apply even if the Participant has attained age 55 and completed 15 years of continuous service with the Exchange at the time of his election.

(b) The amount actually distributed to an electing Participant under this subsection 4.9 shall be equal to the Participant's nonforfeitable Account balance determined under subparagraph (a) next above, reduced by a penalty amount equal to 10 percent of such nonforfeitable Account balance. The 10 percent penalty amount shall be deducted from the Participant's Account and forfeited. The portion of the Participant's Account balance that is not distributable by reason of subsection 4.1 or 4.2 shall then be treated as set forth in subsection 4.10.

(c) A Participant's Cash-Out Election shall not be effective unless the Participant makes a corresponding election under the Chicago Mercantile Exchange Senior Management Supplemental Deferred Savings Plan.

4.10. Forfeitures and Adjustments for Partial Distributions. In the event that a distribution upon an unforeseeable emergency under subsection 4.4 or a distribution pursuant to a Cash-Out Election under subsection 4.9 is made with respect to any Participant, the portion of his Account balance that is not distributable by reason of subsection 4.1 or 4.2 (but not any vested amount that is forfeited as a penalty under subsection 4.9) shall be credited to a "Subaccount" maintained in the Participant's name which shall be adjusted from time to time in accordance with Section 3.3 based on the assumed investment alternatives selected by the Participant thereunder. Upon the Participant's subsequent termination of employment or any subsequent distribution to the Participant, the balance in his Subaccount shall be treated as follows:

(a) If the Participant's subsequent termination of employment or distribution occurs after such Subaccount is fully vested and nonforfeitable in accordance with Section 4.1 or 4.2, the balance of such Subaccount shall be distributable to or on behalf of the Participant in accordance with Section 4.

(b) If the Participant's subsequent termination of employment or distribution occurs before the balance of the Subaccount is fully vested, the nonforfeitable balance in the Subaccount shall be an amount determined as follows:

(i) first, an amount equal to the nonforfeitable balance of his Account at the time of the previous distribution upon an unforeseeable emergency or Cash-out Election (including the 10 percent penalty amount in the case of a Cash-Out Election) shall be added to his Subaccount balance;

(ii) next, his Subaccount balance, as adjusted under subparagraph (i) next above, shall be reduced to an amount equal to the product of such balance multiplied by his vested percentage determined under Section 4.1 or 4.2, as applicable, at the time of the subsequent termination or distribution; and

(iii) finally, the adjusted Subaccount balance, as determined under subparagraph (ii) next above, shall be reduced (but not below zero) by an amount equal to the amount added to his Subaccount balance under subparagraph (i) next above.

The amount determined after the foregoing adjustments shall be nonforfeitable and distributable to or for his benefit in accordance with Section 4. The portion of his Subaccount balance, if any, which is not vested in accordance with this Section 4.10 shall be forfeited if the Participant has terminated active employment with the Exchange, or, if the Participant's employment has not terminated, shall continue to be adjusted in accordance with Section 3.3, and shall be further adjusted under this Section 4.10 upon the Participant's subsequent termination of employment or any subsequent distribution in accordance with the terms of the Plan.

Notwithstanding the foregoing provisions of this Section 4.10, and without limiting the amending authority reserved to the Exchange by the provisions of Section 5.1 of the Plan, the Exchange may amend this Section 4.10 at any time and in any respect, even as to amounts previously credited to a Participant's Account, to the extent that the Exchange determines that such amendment is necessary or desirable by reason of any change in tax laws or regulations or interpretations thereof; provided, however, that no such amendment shall apply with respect to amounts actually distributed under this Section 4.10 before the later of the date on which the amendment is adopted or effective.

SECTION 5

Amendment and Termination; Miscellaneous

5.1. Amendment and Termination.

(a) The Exchange may amend or terminate the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate.

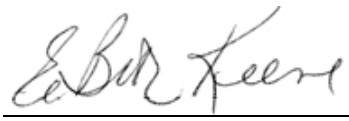
(b) Any amendment of the Plan shall be effected either (i) by resolution of the Compensation Committee or its successor, or (ii) by resolution of the Retirement Committee; provided, however, that only the Compensation Committee or its successor is authorized to approve an amendment that is anticipated to result in a material impact to the Exchange unless it otherwise acts to delegate this responsibility; and provided further that the Retirement Committee may adopt minor or administrative amendments to the Plan, including amendments to comply with applicable laws.

(c) A Plan termination shall be effected by resolution of the Compensation Committee or its successor. In the event of a termination of the Plan, Participants' vested Account balances shall be distributed in such manner as the Plan Administrator shall determine consistent with the requirements of Section 409A of the Code.

5.2. Limitation of Liability. The Exchange, its parents, subsidiaries, and affiliates, the Board of Directors of any of the foregoing, any officer, employer or agent of any of the foregoing, and the members of the Retirement Committee shall not incur any liability individually or on behalf of any other individuals or on behalf of the Exchange or its parents, subsidiaries, or affiliates for any act, or failure to act, made in good faith in relation to the Plan.

Dated this 1st day of March, 2007.

CHICAGO MERCANTILE EXCHANGE INC.

By 

Its Managing Director, Organizational Development

CHICAGO MERCANTILE EXCHANGE INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2005)

SECTION 1

General

1.1. History, Purpose and Effective Date.

(a) The Chicago Mercantile Exchange Inc. Amended and Restated Supplemental Executive Retirement Plan (the "Plan") was established, effective as of January 1, 1993, by Chicago Mercantile Exchange, an Illinois not-for-profit corporation ("CME"), to provide its eligible key management employees with an opportunity to receive additional retirement income. Pursuant to a series of demutualization transactions and an agreement and plan of merger, effective as of November 13, 2000, Chicago Mercantile Exchange Inc., a shareholder-owned, for-profit Delaware corporation (the "Exchange") succeeded to the assets, liabilities and business of CME and to the power, authority and responsibility of CME under and with respect to the Plan. Effective as of December 3, 2001, pursuant to a further corporate reorganization, the Exchange became a wholly-owned subsidiary of Chicago Mercantile Exchange Holdings Inc. ("CME Holdings"). The Plan is intended to constitute a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(l) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) Effective as of January 1, 2005 (the "Effective Date"), the Plan has been amended and restated to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Notwithstanding anything herein to the contrary, the terms of the Plan as in effect prior to January 1, 2005, as modified and set forth in the document entitled "Chicago Mercantile Exchange Inc. Grandfathered Supplemental Executive Retirement Plan" (the "Pre- 2005 Plan"), shall apply to the portion (if any) of a Participant's Account that was vested as of December 31, 2004, including credited earnings and losses with respect thereto (the "Grandfathered Account"), and the provisions of this amended and restated Plan shall not apply to such Grandfathered Account.

1.2. Plan Freeze. Effective for Plan Years beginning on or after January 1, 2006, the Plan has been frozen and no further Deferred Compensation Credits shall be awarded.

1.3. Administration.

(a) The Retirement Committee (the "Retirement Committee") appointed by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Exchange is the Plan Administrator of the Plan. If the Compensation Committee fails to act to appoint the members of the Retirement Committee, then the Compensation Committee will be deemed to be the Retirement Committee hereunder. The Plan Administrator shall from time to time adopt rules for the administration of the Plan and shall have the sole discretion to make

decisions and take any action with respect to questions arising in connection with the Plan, including, but not limited to, the construction and interpretation of the Plan, the resolution of any ambiguities, the determination of the conditions subject to which any benefits may be payable, the resolution of all questions concerning the status and rights of a Participant and others under the Plan, and whether a claimant is eligible for benefits under the Plan, the determination of the amount of benefits, if any, a claimant is entitled to receive, and making any other determinations which it believes necessary or advisable for the administration and operation of the Plan. Any such decision or action shall be final and binding upon all Participants and beneficiaries, and benefits under the Plan shall be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The Plan Administrator's decision or action in respect of any of the above shall be conclusive and binding upon all Participants and their beneficiaries, heirs, assigns, administrators, executors and any other person claiming through or under them, subject to such individual's rights to a review of the denial of any benefit claim under the claims procedure set forth in Section 1.12.

(b) In providing for the administration of the Plan, the Plan Administrator may delegate responsibilities for the operation and administration of the Plan by written document filed with the Plan records. Any such delegation may be revoked at any time. The Secretary of the Exchange (or, on behalf of the Secretary of the Exchange, any Corporate Secretary or Assistant Secretary) shall certify to any interested person the names of the employees of the Exchange who are, from time to time, authorized to act on behalf of the Plan Administrator and who are responsible for the day-to-day operation and administration of the Plan. The Plan Administrator may appoint and compensate such specialists to aid it in the administration of the Plan and arrange for such other services as it considers necessary or appropriate to carry out the provisions of the Plan.

1.4. Plan Year. The term "Plan Year" means the calendar year.

1.5. Source of Benefit Payments. Subject to the terms and conditions of the Plan, any amount payable to or on account of a Participant under this Plan shall be paid from the general assets of the Exchange or from one or more trusts, the assets of which are subject to the claims of the Exchange's general creditors. The amounts payable hereunder shall be reflected on the accounting records of the Exchange but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. None of the individuals entitled to benefits under the Plan shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Exchange or to any investment reserves, accounts, trusts or funds that the Exchange may purchase, establish or accumulate to aid in providing the benefits under the Plan, and any rights of such individuals under the Plan shall constitute unsecured contractual rights only. Nothing contained in the Plan shall constitute a guarantee by the Exchange that the assets of the Exchange shall be sufficient to pay any benefits to any person. Nothing contained in the Plan and no action taken pursuant to its provisions shall create a trust or fiduciary relationship of any kind between the Exchange and an employee or any other person.

1.6. Expenses. The expenses of administering the Plan shall be borne by the Exchange.

1.7. Effect on Other Benefit Plans. Any amounts credited or paid under this Plan shall not be considered to be compensation for the purposes of any qualified plan (within the meaning of Section 401(a) of the Code) maintained by the Exchange. The treatment of such amounts under other employee benefit plans shall be in accordance with the provisions of such plans.

1.8. Applicable Laws. The Plan shall be construed and administered in accordance with the laws of the State of Illinois.

1.9. Gender and Number. Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.10. Notices. Any notice or document required to be given to or filed with the Plan Administrator will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Secretary of the Exchange, at its principal executive offices. The Plan Administrator may, by advance written notice to affected persons, revise such notice procedure from time to time. Any notice required under the Plan may be waived by the person entitled to notice.

1.11. Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

1.12. Claims Procedure.

(a) For purposes of the Plan, a claim for a benefit is a written application for a benefit filed with the Plan Administrator. In the event that any Participant or other person claims to be entitled to a benefit under the Plan, and the Plan Administrator or its designee determines that such claim should be denied in whole or in part, the Plan Administrator or its designee shall, in writing, notify such claimant within 90 days (180 days if special circumstance require) of receipt of such claim that his claim has been denied. The notice of denial will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason for the denial; (b) specific reference to those Plan provisions on which the denial is based; (c) a description of any additional information necessary to perfect the claim and an explanation of why the information is necessary; and (d) a description of the Plan's review procedures, the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following the denial of his claim on review.

(b) If the Plan Administrator requests additional information from a claimant prior to an initial determination or a determination on appeal, the Plan Administrator will notify the claimant and permit the claimant to have 45 days to provide the requested information. The time of the Plan Administrator's decision will be tolled until the information is received or until the 45-day period has elapsed. If the information is not timely received by the Plan Administrator, its decision will be made without the requested information.

(c) Within 60 days after the mailing or delivery by the Plan Administrator or its designee of such notice, such claimant may request, by mailing or delivery of written notice to the Plan Administrator, a review by the Plan Administrator of the decision denying the claim.

The clamant may submit written comments, documents, records and other information relating to his claim, whether or not those comments, documents, records or other information were submitted in connection with the initial claim. The claimant may also request that the Plan provide, free of charge, copies of all documents, records or other information relevant to his claim.

(d) If the claimant fails to request such a review within such 60-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

(e) After such review, the Plan Administrator shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within 60 days of receipt of the claimant's request for review (120 days if special circumstances require). In the case of a claim denial on review, the notice will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason or reasons for denial; (b) specific reference to those Plan provisions on which denial is based; (c) a statement that the claimant is entitled to receive, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to his claim for benefits; and (d) a statement of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about the procedures and to bring a civil action under ERISA Section 502(a).

SECTION 2

Participation

2.1. Participant. The key employees of the Exchange eligible to participate in the Plan and the conditions for such participation shall be established, from time to time, by the Exchange; provided, however, that Participants shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201(1), 301(a)(3) and 401(a)(l) of ERISA. If the Exchange determines that participation by one or more Participants shall cause the Plan to be subject to Part 2, 3 or 4 of Title I of ERISA, the entire interest of such Participant or Participants under the Plan shall be segregated from the Plan in the discretion of the Exchange, and such Participant or Participants shall cease to have any interest under the Plan.

2.2. Plan Not Contract of Employment. The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of the Exchange nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

SECTION 3

Plan Benefits

3.1. Deferred Compensation Accounts. The Plan Administrator shall maintain, or cause to be maintained, an Account in the name of each Participant which shall reflect the sum of the following amounts:

(a) the amount of Deferred Compensation Credits to be credited to the Participant's Account in accordance with Section 3.2; and

(b) the assumed rate of earnings to be credited to the Participant's Account in accordance with Section 3.3.

The beginning balance of each Participant's Account on the Effective Date shall be the amount credited to him under the Plan as in effect immediately prior to the Effective Date; provided, however, that the portion of the Participant's Account consisting of the Participant's Grandfathered Account shall be segregated and shall be subject to the provisions of the Pre-2005 Plan as provided under Section 1.1 (c).

3.2. Deferred Compensation Credits. Unless otherwise determined by the Compensation Committee, for each Plan Year beginning on or after January 1, 2003 and prior to January 1, 2006, three percent of each Participant's base earnings and bonus paid in such Plan Year shall be awarded as Deferred Compensation Credits. The amount of Deferred Compensation Credits awarded to a Participant for any such Plan Year shall be credited to his Account as of the first business day of the next following Plan Year. No further Deferred Compensation Credits shall be awarded under the Plan for Plan Years beginning on or after January 1, 2006.

3.3. Adjustment of Accounts. The amounts credited to a Participant's Account in accordance with Section 3.2 shall be adjusted from time to time in accordance with uniform procedures established by the Plan Administrator to reflect the value of an investment equal to the Participant's Account balance in one or more assumed investments that the Plan Administrator offers from time to time, and which the Participant directs the Plan Administrator to use for purposes of adjusting his Account. In the event a Participant fails to provide such direction, the Participant's Account shall be adjusted on the basis of such default investment as the Plan Administrator shall establish from time to time. Amounts credited pursuant to this Section 3.3 shall be determined without regard to taxes that would be payable with respect to any assumed investment. The Plan Administrator may eliminate any assumed investment alternative at any time; provided, however, that the Plan Administrator may not retroactively eliminate any assumed investment alternative. To the extent permitted by the Plan Administrator, the Participant may elect to have different portions of his Account balance for any period adjusted on the basis of different assumed investments. Notwithstanding the election by Participants of certain assumed investments and the adjustment of their Accounts based on such investment decisions, the Plan does not require, and no trust or other instrument maintained in connection with the Plan shall require, that any assets or amounts which are set aside in trust or otherwise for the purpose of paying Plan benefits shall actually be invested in the investment alternatives selected by Participants.

SECTION 4

Payment of Plan Benefits

4.1. Vesting. A Participant's vested interest in his Account shall be determined as follows:

(a) A Participant shall have at all times a fully vested and nonforfeitable interest in (i) the amount of any Deferred Compensation Credits credited to the Participant's Account on or before December 31, 1996, and (ii) any assumed investment adjustment theretofore or thereafter credited with respect to such Deferred Compensation Credits under Section 3.3.

(b) A Participant shall have a fully vested and nonforfeitable interest in the amount of any Deferred Compensation Credits credited to the Participant's Account in accordance with Section 3.2 on or after January 1, 2004 (and any assumed investment adjustments thereon) upon completion of five Years of Vesting Service (as described below).

(c) A Participant shall have a fully vested and nonforfeitable interest in the amount of any Deferred Compensation Credits credited to the Participant's Account in accordance with Section 3.2 on or after January 1, 1997 and before January 1, 2004 ("Post-1996 Credits"), and any assumed investment adjustments thereon, as of December 10 of the fourth Plan Year following the Plan Year as of which such Deferred Compensation Credits are credited to the Participant's Account. Prior thereto, the amount of any Post-1996 Credits (and any assumed investment adjustments thereon) shall be vested and nonforfeitable as of December 10th of the Plan Year that follows the Plan Year as of which such Post-1996 Credits were credited to the Participant's Account by the number of Plan Years determined in accordance with the following schedule:

Number of Plan Years following the Plan Year as of which the Post-1996 Credits were credited to his Account	**The vested percentage shall be**
Four Plan Years	100%
Three Plan Years	$66^{2/3}$%
Two Plan Years	$33^{1}/3$%
One Plan Year	0%

A Participant's Years of Vesting Service as of any date shall be equal to the number of years of service credited to the Participant for vesting purposes as of such date under the provisions of the Pension Plan for Employees of the Chicago Mercantile Exchange Inc. (the "Pension Plan") or, in the case of a Participant who is not eligible to participate in the Pension Plan, the number of years of service that would be credited to the Participant for vesting purposes under the Pension Plan as of such date if the Participant were eligible to participate in the Pension Plan. The unvested portion of a Participant's Account shall be forfeited upon the Participant's separation from service.

4.2. Accelerated Vesting. Notwithstanding the provisions of Section 4.1, if a Participant's separation from service with the Exchange occurs on account of his death, retirement after attaining age 55 years and completing 15 years of continuous service with the Exchange, or disability, the amount of any Post-1996 Credits (and any assumed investment adjustments thereon) not theretofore vested shall be vested and nonforfeitable as of December 10 of the Plan Year that follows the Plan Year as of which such Post-1996 Credits were credited to the Participant's Account by the number of Plan Years determined in accordance with the following schedule (in lieu of the schedule in Section 4.1):

Number of Plan Years following the Plan Year as of which the Post-1996 Credits were credited to his Account	**The vested percentage shall be**
Four Plan Years	100%
Three Plan Years	80%
Two Plan Years	60%
One Plan Year	40%

If a Participant's separation from service occurs under this Section 4.2, the portion of any Post-1996 Credits (and any investment adjustments thereon) that are not theretofore vested in accordance with Section 4.1 or the foregoing provisions of this Section 4.2 and which shall be vested and nonforfeitable as of December 10 of the Plan Year in which credited to the Participant's Account shall be twenty percent (20%).

4.3. Payment. Except as otherwise provided in this Section 4, the vested balance in a Participant's Account shall be paid following the Participant's separation from service in accordance with the Participant's valid Payment Election made for such Account pursuant to Section 4.4. Notwithstanding the foregoing, no portion of the Account shall be paid before the earlier of six months from the date of the Participant's separation from service or such Participant's death; provided, however, that the foregoing restriction shall not affect the timing of any installment payment after the first installment.

4.4. Payment Election.

(a) With respect to a Participant whose participation in the Plan commenced prior to January 1, 2005, the payment election in effect for such Participant immediately prior to January 1, 2005 shall remain in effect until changed pursuant to Section 4.5.

(b) Within 30 days after first becoming a Participant, a Participant not described in Section 4.4(a) shall elect on such form as the Plan Administrator may prescribe the time and manner in which the vested portion of a Participant's Account shall be distributed. Such election shall specify (i) whether the Account is to be paid in a lump sum or in substantially equal annual installments, and (ii) if installments are elected, the number of years (not to exceed five) over which such installments are to be paid. Except as otherwise provided in this Section 4, a Participant's Payment Election shall be irrevocable.

4.5. One-Time Election Change During Transition Period. A Participant may, during the Transition Period, file with the Plan Administrator an election to change his or her previous payment election; provided that such a change made after December 31, 2005 may not change the timing of payments that the Participant would otherwise receive during the year in which the change is made, or cause payments to be made in the year in which the change is made. Any change pursuant to this Section 4.5 must specify a form of payment consistent with Section 4.4 and shall be irrevocable. Not more than one such change shall be made with respect to any Account. For purposes hereof, the "Transition Period" means the period commencing January 1, 2005 and ending September 30, 2006.

4.6. Unforeseeable Emergencies.

(a) In the event of a Participant's Unforeseeable Emergency, such Participant may request an emergency withdrawal from his or her vested Account. Any such request shall be subject to the approval of the Plan Administrator, which approval (a) shall only be granted to the extent reasonably needed to satisfy the need created by the Unforeseeable Emergency, and (b) shall not be granted to the extent that such need may be relieved (i) through reimbursement or compensation by insurance or otherwise or (ii) by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

(b) An "Unforeseeable Emergency" means a severe financial hardship of the Participant or beneficiary resulting from an illness or accident of the Participant or his or her spouse or dependent (as defined in Section 152(a) of the Code), loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant's control. Circumstances that may constitute an Unforeseeable Emergency include the imminent foreclosure of or eviction from the Participant's primary residence; the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication; and the need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152(a) of the Code). The purchase of a home and the payment of college tuition generally are not Unforeseeable Emergencies. Whether the Participant is faced with an Unforeseeable Emergency permitting an emergency withdrawal shall be determined by the Plan Administrator in its sole discretion, based on the relevant facts and circumstances and applying regulations and other guidance under Section 409A of the Code.

4.7. Designation of Beneficiary. Each Participant may from time to time, by signing a form furnished by the Plan Administrator, designate any legal or natural person or persons (who may be designated contingently or successively) to whom his benefits under the Plan are to be paid if he dies before he receives all of his vested benefits. A beneficiary designation form will be effective only when the signed form is filed with the Plan Administrator while the Participant is alive and will cancel all beneficiary designation forms with respect to the Plan filed earlier. Except as otherwise specifically provided in this Section 4.7, if a deceased Participant failed to designate a beneficiary as provided above, or if the designated beneficiary of a deceased Participant dies before him or before complete payment of the Participant's benefits, his benefits shall be paid to the legal representative or representatives of the estate of the last to die of the Participant and his designated beneficiary.

4.8. Distributions to Disabled Persons. Notwithstanding the provisions of this Section 4, if, in the Plan Administrator's opinion, a Participant or beneficiary is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, the Plan Administrator may direct that payment be made to a relative or friend of such person for his benefit until claim is made by a conservator or other person legally charged with the care of his person or his estate, and such payment shall be in lieu of any such payment to such Participant or

beneficiary. Thereafter, any benefits under the Plan to which such Participant or beneficiary is entitled shall be paid to such conservator or other person legally charged with the care of his person or his estate.

4.9. Benefits May Not be Assigned. Neither the Participant nor any other person shall have any voluntary or involuntary right to commute, sell, assign, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part hereof, which are expressly declared to be unassignable and non-transferable. No part of the amounts payable shall be, prior to actual payment, subject to seizure or sequestration for payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person, or be transferred by operation of law in the event of the Participant's or any other person's bankruptcy or insolvency.

4.10. Withholding for Tax Liability. The Exchange may withhold or cause to be withheld from any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Exchange may reasonably estimate to be necessary to cover any taxes for which the Exchange may be liable and which may be assessed with regard to such payment.

4.11. Forfeitures and Adjustments for Partial Distributions. In the event that a distribution upon an Unforeseeable Emergency under Section 4.6 is made with respect to any Participant, the portion of his Account balance that is not distributable by reason of Section 4.1 or 4.2 shall be credited to a "Subaccount" maintained in the Participant's name which shall be adjusted from time to time in accordance with Section 3.3 based on the assumed investment alternatives selected by the Participant thereunder. Upon the Participant's subsequent separation from service or any subsequent distribution to the Participant, the balance in his Subaccount shall be treated as follows:

(a) If the Participant's subsequent separation from service or other distribution event occurs after such Subaccount is fully vested and nonforfeitable in accordance with Section 4.1 or 4.2, the balance of such Subaccount shall be distributable to or on behalf of the Participant in accordance with Section 4.

(b) If the Participant's subsequent separation from service or other distribution event occurs before the balance of the Subaccount is fully vested, the nonforfeitable balance in the Subaccount shall be an amount determined as follows:

(i) first, an amount equal to the nonforfeitable balance of his Account at the time of the previous distribution upon an Unforeseeable Emergency shall be added to his Subaccount balance;

(ii) next, his Subaccount balance, as adjusted under subparagraph (i) next above, shall be reduced to an amount equal to the product of such balance multiplied by his vested percentage determined under Section 4.1 or 4.2, as applicable, at the time of the subsequent termination or distribution; and

(iii) finally, the adjusted Subaccount balance, as determined under subparagraph (ii) next above, shall be reduced (but not below zero) by an amount equal to the amount added to his Subaccount balance under subparagraph (i) next above.

The amount determined after the foregoing adjustments shall be nonforfeitable and distributable to or for his benefit in accordance with Section 4. The portion of his Subaccount balance, if any, which is not vested in accordance with this Section 4.11 shall be forfeited if the Participant has separated from service, or. if the Participant has not separated from service, shall continue to be adjusted in accordance with Section 3.3, and shall be further adjusted under this Section 4.11 upon the Participant's subsequent separation from service or any subsequent distribution in accordance with the terms of the Plan.

SECTION 5

Miscellaneous

5.1. Section 409A. This Plan is intended to comply with the requirements of Section 409A of the Code and shall be interpreted in a manner consistent therewith. Accordingly, notwithstanding any provisions of the Plan to the contrary:

(a) The Plan shall be operated at all times in accordance with the requirements of Section 409A of the Code and, in the event of any inconsistency between any provision of the Plan and Section 409A, the provisions of Section 409A shall control.

(b) Any provision in the Plan that is determined to violate the requirements of Section 409A of the Code shall be void and without effect.

(c) Any provision required by Section 409A of the Code to appear in the Plan document that is not expressly set forth herein shall be deemed to be set forth herein, and the Plan shall be administered in all respects as if such provision was expressly set forth herein.

5.2. Limitation of Liability. The Exchange, its parents, subsidiaries, and affiliates, the Board of Directors of any of the foregoing, any officer, employer or agent of any of the foregoing, and the members of the Retirement Committee shall not incur any liability individually or on behalf of any other individuals or on behalf of the Exchange or its parents, subsidiaries, or affiliates for any act, or failure to act, made in good faith in relation to the Plan.

SECTION 6

Amendment and Termination

6.1. Amendment and Termination.

(a) The Exchange may amend or terminate the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate.

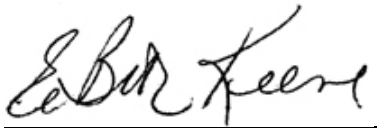
(b) Any amendment of the Plan shall be effected either (i) by resolution of the Compensation Committee or its successor, or (ii) by resolution of the Retirement Committee; provided, however, that only the Compensation Committee or its successor is authorized to

approve an amendment that is anticipated to result in a material impact to the Exchange unless it otherwise acts to delegate this responsibility; and provided further that the Retirement Committee may adopt minor or administrative amendments to the Plan, including amendments to comply with applicable laws.

(c) A Plan termination shall be effected by resolution of the Compensation Committee or its successor. In the event of a termination of the Plan, Participants' vested Account balances shall be distributed in such manner as the Plan Administrator shall determine consistent with the requirements of Section 409A of the Code.

Dated this 1st day of March, 2007.

CHICAGO MERCANTILE EXCHANGE INC.

By 

Its Managing Director, Organizational Development

CHICAGO MERCANTILE EXCHANGE INC.
GRANDFATHERED
SENIOR MANAGEMENT SUPPLEMENTAL DEFERRED SAVINGS PLAN

SECTION 1

General

1.1. History, Purpose and Effective Date.

(a) The Chicago Mercantile Exchange Inc., a Delaware corporation (the "Exchange"), maintains the Chicago Mercantile Exchange Inc. Amended and Restated Senior Management Supplemental Deferred Savings Plan (the "Plan") to provide a select group of its key management employees with the opportunity to defer receipt of compensation and receive additional retirement income from the Exchange. The Plan was originally effective on January 1, 1993 (the "Effective Date") and has been subsequently amended from time to time. The Plan is intended to constitute a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3), and 401(a)(l) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) This document is an amendment and restatement of the Plan as in effect prior to 2005, and is applicable only to the portion (if any) of a Participant's Account that was vested as of December 31, 2004, including credited earnings and losses with respect thereto (the "Grandfathered Account"). The Plan, as so amended and restated, shall be sometimes referred to as the "Chicago Mercantile Exchange Inc. Grandfathered Senior Management Supplemental Deferred Savings Plan."

1.2. Administration.

(a) The Retirement Committee (the "Retirement Committee") appointed by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Exchange is the Plan Administrator of the Plan. If the Compensation Committee fails to act to appoint the members of the Retirement Committee, then the Compensation Committee will be deemed to be the Retirement Committee hereunder. The Plan Administrator shall from time to time adopt rules for the administration of the Plan and shall have the sole discretion to make decisions and take any action with respect to questions arising in connection with the Plan, including, but not limited to, the construction and interpretation of the Plan, the resolution of any ambiguities, the determination of the conditions subject to which any benefits may be payable, the resolution of all questions concerning the status and rights of a Participant and others under the Plan, and whether a claimant is eligible for benefits under the Plan, the determination of the amount of benefits, if any, a claimant is entitled to receive, and making any other determinations which it believes necessary or advisable for the administration and operation of the Plan. Any such decision or action shall be final and binding upon all Participants and beneficiaries, and benefits under the Plan shall be paid only if the Plan Administrator decides in its discretion that

the claimant is entitled to them. The Plan Administrator's decision or action in respect of any of the above shall be conclusive and binding upon all Participants and their beneficiaries, heirs, assigns, administrators, executors and any other person claiming through or under them, subject to such individual's rights to a review of the denial of any benefit claim under the claims procedure set forth in Section 1.11.

(b) In providing for the administration of the Plan, the Plan Administrator may delegate responsibilities for the operation and administration of the Plan by written document filed with the Plan records. Any such delegation may be revoked at any time. The Secretary of the Exchange (or, on behalf of the Secretary of the Exchange, any Corporate Secretary or Assistant Secretary) shall certify to any interested person the names of the employees of the Exchange who are, from time to time, authorized to act on behalf of the Plan Administrator and who are responsible for the day-to-day operation and administration of the Plan. The Plan Administrator may appoint and compensate such specialists to aid it in the administration of the Plan and arrange for such other services as it considers necessary or appropriate to carry out the provisions of the Plan.

1.3. Plan Year. The term "Plan Year" means the calendar year.

1.4. Source of Benefit Payments. Subject to the terms and conditions of the Plan, any amount payable to or on account of a Participant under this Plan shall be paid from the general assets of the Exchange or from one or more trusts, the assets of which are subject to the claims of the Exchange's general creditors. The amounts payable hereunder shall be reflected on the accounting records of the Exchange but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. None of the individuals entitled to benefits under the Plan shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Exchange or to any investment reserves, accounts, trusts or funds that the Exchange may purchase, establish or accumulate to aid in providing the benefits under the Plan, and any rights of such individuals under the Plan shall constitute unsecured contractual rights only. Nothing contained in the Plan shall constitute a guarantee by the Exchange that the assets of the Exchange shall be sufficient to pay any benefits to any person. Nothing contained in the Plan and no action taken pursuant to its provisions shall create a trust or fiduciary relationship of any kind between the Exchange and an employee or any other person.

1.5. Expenses. The expenses of administering the Plan shall be borne by the Exchange.

1.6. Effect on Other Benefit Plans. Any amounts credited or paid under this Plan shall not be considered to be compensation for the purposes of any qualified plan (within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code")) maintained by the Exchange. The treatment of such amounts under other employee benefit plans shall be in accordance with the provisions of such plans.

1.7. Applicable Laws. The Plan shall be construed and administered in accordance with the laws of the State of Illinois.

1.8. Gender and Number. Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.9. Notices. Any notice or document required to be given to or filed with the Plan Administrator will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Secretary of the Exchange, at its principal executive offices. The Plan Administrator may, by advance written notice to affected persons, revise such notice procedure from time to time. Any notice required under the Plan may be waived by the person entitled to notice.

1.10. Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

1.11. Claims Procedure.

(a) For purposes of the Plan, a claim for a benefit is a written application for a benefit filed with the Plan Administrator. In the event that any Participant or other person claims to be entitled to a benefit under the Plan, and the Plan Administrator or its designee determines that such claim should be denied in whole or in part, the Plan Administrator or its designee shall, in writing, notify such claimant within 90 days (180 days if special circumstance require) of receipt of such claim that his claim has been denied. The notice of denial will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason for the denial; (b) specific reference to those Plan provisions on which the denial is based; (c) a description of any additional information necessary to perfect the claim and an explanation of why the information is necessary; and (d) a description of the Plan's review procedures, the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following the denial of his claim on review.

(b) If the Plan Administrator requests additional information from a claimant prior to an initial determination or a determination on appeal, the Plan Administrator will notify the claimant and permit the claimant to have 45 days to provide the requested information. The time of the Plan Administrator's decision will be tolled until the information is received or until the 45-day period has elapsed. If the information is not timely received by the Plan Administrator, its decision will be made without the requested information.

(c) Within 60 days after the mailing or delivery by the Plan Administrator or its designee of such notice, such claimant may request, by mailing or delivery of written notice to the Plan Administrator, a review by the Plan Administrator of the decision denying the claim. The clamant may submit written comments, documents, records and other information relating to his claim, whether or not those comments, documents, records or other information were submitted in connection with the initial claim. The claimant may also request that the Plan provide, free of charge, copies of all documents, records or other information relevant to his claim.

(d) If the claimant fails to request such a review within such 60-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

(e) After such review, the Plan Administrator shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within 60 days of receipt of the claimant's request for review (120 days if special circumstances require). In the case of a claim denial on review, the notice will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason or reasons for denial; (b) specific reference to those Plan provisions on which denial is based; (c) a statement that the claimant is entitled to receive, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to his claim for benefits; and (d) a statement of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about the procedures and to bring a civil action under ERISA Section 502(a).

SECTION 2

Participation

2.1. Participant. The key employees of the Exchange eligible to participate in the Plan and the conditions for such participation shall be established, from time to time, by the Exchange; provided, however, that Participants shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3), and 401(a)(l) of ERISA. If the Exchange determines that participation by one or more Participants shall cause the Plan to be subject to Part 2, 3 or 4 of Title I of ERISA, the entire interest of such Participant or Participants under the Plan shall be segregated from the Plan in the discretion of the Exchange, and such Participant or Participants shall cease to have any interest under the Plan.

2.2. Plan Not Contract of Employment. The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of the Exchange nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

SECTION 3

Deferred Compensation; Plan Accounting

3.1. Deferred Compensation Accounts. The Plan Administrator shall maintain, or cause to be maintained, an Account in the name of each Participant which shall reflect the sum of the following amounts:

(a) the amount of base salary deferred by the Participant, in accordance with the provisions of subsection 3.2;

(b) the amount of bonus deferred by the Participant, in accordance with the provisions of subsection 3,2;

(c) the amount of Matching Credits to be credited to the Participant's Account in accordance with subsection 3.3;

(d) the amount of the Make-Whole Credits to be credited to the Participant's Account in accordance with subsection 3,4; and

(e) the assumed rate of earnings to be credited to the Participant's Account in accordance with subsection 3.5.

The beginning balance of each Participant's Account on the Effective Date shall be the amount credited to him under the Plan as in effect immediately prior to the Effective Date.

3.2. Deferral Election. Subject to such terms, conditions, and limitations as the Plan Administrator may, from time to time, impose, a Participant may make an irrevocable election to defer receipt of compensation earned by him from the Exchange in any Plan Year, by filing a deferral election in writing with the Plan Administrator at such time and in such manner as the Plan Administrator shall provide, but in no case later than the day preceding the first day of such Plan Year. Notwithstanding the preceding sentence, a newly-eligible Participant may file a deferral election within 30 days of becoming eligible to participate in the Plan with respect to all or a portion of the compensation earned by him after such election is filed. The maximum amount of base salary that may be deferred by a Participant for a Plan Year shall be equal to 20 percent. The maximum amount of bonus that may be deferred by a Participant for a Plan Year shall be equal to 20 percent. To the extent provided by the Plan Administrator, a Participant may make separate deferral elections with respect to base salary and bonus amounts. The Account of each Participant shall be credited with the amount deferred by the Participant as of the date on which such compensation would otherwise have been paid to the Participant or such other date as the Plan Administrator may reasonably provide.

3.3. Matching Credits. Subject to such terms, conditions, and limitations as the Plan Administrator may, from time to time, impose, for each Plan Year, the Account of each Participant shall be credited with a "Matching Credit" at such time as the Plan Administrator shall determine. A Participant's "Matching Credit" for each Plan Year shall be equal to the amount that, when added to the maximum amount of "Matching Contributions" that would be credited to the Participant for that year under the Exchange's Tax Efficient Savings Plan ("TESP") if the Participant made "Tax Efficient Contributions" to the TESP for that year to the full extent permitted under Section 402(g) of the Code, does not exceed 3 percent of his base salary (excluding bonus) for such Plan Year.

3.4. Cash Balance Plan and TESP Make-Whole Credits. To the extent that the amount credited to a Participant's account under the TESP in connection with the trading volume provisions of TESP or the Pension Plan for Employees of the Chicago Mercantile Exchange (the "Pension Plan") is limited or reduced, either by reason of the limitation on compensation imposed by Section 401(a)(17) of the Code, or by reason of elective deferrals under this Plan, the Account of the Participant shall be credited with a "Make-Whole Credit" at such time as the Plan Administrator shall determine.

3.5. Adjustment of Accounts.

(a) Upon becoming a Participant, a Participant shall elect from among the assumed investments that the Plan Administrator offers from time to time those investments in which the Participant's Account shall be deemed invested and the percentage of contributions to be allocated to each such assumed investment. The Participant may change such allocation (with respect to either future credits to his or her Account or existing Account balances) by notification to the Plan Administrator in such manner as it shall direct, and the Plan Administrator shall implement such change in election as soon as practicable following receipt thereof. In the event a Participant fails to provide such direction, the Participant's Account shall be adjusted on the basis of such default investment as the Plan Administrator shall establish from time to time.

(b) The amounts credited to a Participant's Account in accordance with Sections 3.2, 3.3 and 3.4 shall be adjusted from time to time in accordance with uniform procedures established by the Plan Administrator to reflect the value of an investment equal to the Participant's Account balance in the assumed investments elected or deemed elected by the Participant to use for purposes of adjusting his Account. Such amount shall be determined without regard to taxes that would be payable with respect to any such assumed investment. The Plan Administrator may eliminate any assumed investment alternative at any time; provided, however, that the Plan Administrator may not retroactively eliminate any assumed investment alternative. To the extent permitted by the Plan Administrator, the Participant may elect to have different portions of his Account balance for any period adjusted on the basis of different assumed investments.

(c) Notwithstanding the election by Participants of certain assumed investments and the adjustment of their Accounts based on such investment decisions, the Plan does not require, and no trust or other instrument maintained in connection with the Plan shall require, that any assets or amounts which are set aside in trust or otherwise for the purpose of paying Plan benefits shall actually be invested in the investment alternatives selected by Participants.

SECTION 4

Payment of Plan Benefits

4.1. Vesting. A Participant shall have at all times a fully vested and nonforfeitable interest in the amounts theretofore credited or required to be credited to his Account under Section 3.

4.2. Termination of Employment. Upon a Participant's death or termination of active employment, the Participant's entire Account balance, including the Matching Credit on amounts deferred prior to the Participant's death or termination date, shall be paid to or on account of the Participant as follows:

(a) in a single lump sum payment as soon as practicable after his date of death or termination of employment, or

(b) if elected by the Participant, in annual installments over a period of 5 or fewer hears; provided, however, that any such election by a Participant who resigns or is dismissed prior to his retirement date (within the meaning of the Pension Plan) shall require the consent of the Exchange; and provided, further, that effective January 1, 2007 any such election shall be void and of no force and effect if the Participant separates from service within six months after making such election.

4.3. Hardship Distributions. The Plan Administrator may, pursuant to rules adopted by it and applied in a uniform manner, accelerate the date of distribution of a Participant's Account because of unforeseeable emergency at any time. "Hardship" shall mean an unforeseeable, severe financial condition resulting from (a) a sudden and unexpected illness or accident of the Participant or his dependent (as defined in section 152(a) of the Code); (b) loss of the Participant's property due to casualty; or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, but which may not be relieved through other available resources of the Participant, as determined by the Plan Administrator in accordance with uniform rules adopted by it.

4.4. Beneficiary Designation. Each Participant may from time to time, by signing a form furnished by the Plan Administrator, designate any legal or natural person or persons (who may be designated contingently or successively) to whom his benefits under the Plan are to be paid if he dies before he receives all of his benefits. A beneficiary designation form will be effective only when the signed form is filed with the Plan Administrator while the Participant is alive and will cancel all beneficiary designation forms with respect to the Plan filed earlier. Except as otherwise specifically provided in this subsection 4.5, if a deceased Participant failed to designate a beneficiary as provided above, or if the designated beneficiary of a deceased Participant dies before him or before complete payment of the Participant's benefits, his benefits shall be paid to the legal representative or representatives of the estate of the last to die of the Participant and his designated beneficiary.

4.5. Distributions to Disabled Persons. Notwithstanding the provisions of this Section 4, if, in the Plan Administrator's opinion, a Participant or beneficiary is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, the Plan Administrator may direct that payment be made to a relative or friend of such person for his benefit until claim is made by a conservator or other person legally charged with the care of his person or his estate, and such payment shall be in lieu of any such payment to such Participant or beneficiary. Thereafter, any benefits under the Plan to which such Participant or beneficiary is entitled shall be paid to such conservator or other person legally charged with the care of his person or his estate.

4.6. Benefits May Not be Assigned. Benefits payable under the Plan are expressly declared to be unassignable and nontransferable. Neither the Participant nor any other person shall have any voluntary or involuntary right to commute, sell, assign, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt, any benefits payable under the Plan. No part of the benefits payable shall be, prior to actual payment, subject to seizure or sequestration for payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person, or be transferred by operation of law in the event of the Participant's or any other person's bankruptcy or insolvency.

4.7. Withholding for Tax Liability. The Exchange may withhold or cause to be withheld from any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Exchange may reasonably estimate to be necessary to cover any taxes for which the Exchange may be liable and which may be assessed with regard to such payment.

4.8. Cash-Out Election. Prior to a Participant's termination of active employment with the Exchange, the Participant may make a one-time election (a "Cash-Out Election") to have his entire Account balance distributed to him, in a single lump sum payment, in cash, within 15 days following the date that such election is filed with the Exchange, subject to the following:

(a) The amount actually distributed to an electing Participant under this subsection 4.9 shall be equal to the Participant's entire Account balance, reduced by an amount equal to 10 percent of such balance. The portion of the Participant's Account balance that is not distributed to the Participant pursuant to this paragraph (a) shall be forfeited as a penalty.

(b) Notwithstanding the provisions of Section 3, for the remainder of the Plan Year in which the Cash-out Election is effective and for the next following Plan Year, no deferral election by the Participant under subsection 3.2 shall be given effect.

(c) A Participant's Cash-Out Election shall not be effective unless the Participant makes a corresponding election under the Chicago Mercantile Exchange Supplemental Executive Retirement Plan.

Notwithstanding the foregoing provisions of this subsection 4.9, and without limiting the amending authority reserved to the Exchange by the provisions of Section 5 of the Plan, the Exchange may amend this subsection 4.9 at any time and in any respect, even as to amounts previously credited to a Participant's Account, to the extent that the Exchange determines that such amendment is necessary or desirable by reason of any change in tax laws or regulations or interpretations thereof; provided, however, that no such amendment shall apply with respect to amounts actually distributed under this subsection 4.9 before the later of the date on which the amendment is adopted or effective.

SECTION 5

Amendment and Termination: Miscellaneous

5.1. Amendment and Termination.

(a) The Exchange may amend or terminate the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate.

(b) Any amendment of the Plan shall be effected either (i) by resolution of the Compensation Committee or its successor, or (ii) by resolution of the Retirement Committee; provided, however, that only the Compensation Committee or its successor is authorized to

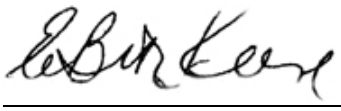
approve an amendment that is anticipated to result in a material impact to the Exchange unless it otherwise acts to delegate this responsibility; and provided further that the Retirement Committee may adopt minor or administrative amendments to the Plan, including amendments to comply with applicable laws.

(c) A Plan termination shall be effected by resolution of the Compensation Committee or its successor. In the event of a termination of the Plan, Participants' vested Account balances shall be distributed in such manner as the Plan Administrator shall determine consistent with the requirements of Section 409A of the Code.

5.2. Limitation of Liability. The Exchange, its parents, subsidiaries, and affiliates, the Board of Directors of any of the foregoing, any officer, employer or agent of any of the foregoing, and the members of the Retirement Committee shall not incur any liability individually or on behalf of any other individuals or on behalf of the Exchange or its parents, subsidiaries, or affiliates for any act, or failure to act, made in good faith in relation to the Plan.

Dated this 1st day of March, 2007.

CHICAGO MERCANTILE EXCHANGE INC.

By 

Its Managing Director, Organizational Development

CHICAGO MERCANTILE EXCHANGE INC.
SENIOR MANAGEMENT SUPPLEMENTAL DEFERRED SAVINGS PLAN

(As Amended and Restated Effective January 1, 2005)

SECTION 1

General

1.1. History, Purpose and Effective Date.

(a) The Chicago Mercantile Exchange Inc., a Delaware corporation (the "Exchange"), maintains the Chicago Mercantile Exchange Inc. Senior Management Supplemental Deferred Savings Plan (the "Plan") to provide a select group of its key management employees with the opportunity to defer receipt of compensation and receive additional retirement income from the Exchange. The Plan is intended to constitute a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3), and 401(a)(l) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) Effective as of January 1, 2005 (the "Effective Date"), the Plan has been amended and restated to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Notwithstanding anything herein to the contrary, the terms of the Plan as in effect prior to January 1, 2005, as modified and set forth in the document entitled "Chicago Mercantile Exchange Inc. Grandfathered Senior Management Supplemental Deferred Savings Plan" (the "Pre-2005 Plan"), shall apply to the portion (if any) of a Participant's Account that was vested as of December 31, 2004, including credited earnings and losses with respect thereto (the "Grandfathered Account"), and the provisions of this amended and restated Plan shall not apply to such Grandfathered Account.

1.2. Administration.

(a) The Retirement Committee (the "Retirement Committee") appointed by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Exchange is the Plan Administrator of the Plan. If the Compensation Committee fails to act to appoint the members of the Retirement Committee, then the Compensation Committee will be deemed to be the Retirement Committee hereunder. The Plan Administrator shall from time to time adopt rules for the administration of the Plan and shall have the sole discretion to make decisions and take any action with respect to questions arising in connection with the Plan, including, but not limited to, the construction and interpretation of the Plan, the resolution of any ambiguities, the determination of the conditions subject to which any benefits may be payable, the resolution of all questions concerning the status and rights of a Participant and

others under the Plan, and whether a claimant is eligible for benefits under the Plan, the determination of the amount of benefits, if any, a claimant is entitled to receive, and making any other determinations which it believes necessary or advisable for the administration and operation of the Plan. Any such decision or action shall be final and binding upon all Participants and beneficiaries, and benefits under the Plan shall be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The Plan Administrator's decision or action in respect of any of the above shall be conclusive and binding upon all Participants and their beneficiaries, heirs, assigns, administrators, executors and any other person claiming through or under them, subject to such individual's rights to a review of the denial of any benefit claim under the claims procedure set forth in Section 1.11.

(b) In providing for the administration of the Plan, the Plan Administrator may delegate responsibilities for the operation and administration of the Plan by written document filed with the Plan records. Any such delegation may be revoked at any time. The Secretary of the Exchange (or, on behalf of the Secretary of the Exchange, any Corporate Secretary or Assistant Secretary) shall certify to any interested person the names of the employees of the Exchange who are, from time to time, authorized to act on behalf of the Plan Administrator and who are responsible for the day-to-day operation and administration of the Plan. The Plan Administrator may appoint and compensate such specialists to aid it in the administration of the Plan and arrange for such other services as it considers necessary or appropriate to carry out the provisions of the Plan.

1.3. Plan Year. The term "Plan Year" means the calendar year.

1.4. Source of Benefit Payments. Subject to the terms and conditions of the Plan, any amount payable to or on account of a Participant under this Plan shall be paid from the general assets of the Exchange or from one or more trusts, the assets of which are subject to the claims of the Exchange's general creditors. The amounts payable hereunder shall be reflected on the accounting records of the Exchange but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. None of the individuals entitled to benefits under the Plan shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Exchange or to any investment reserves, accounts, trusts or funds that the Exchange may purchase, establish or accumulate to aid in providing the benefits under the Plan, and any rights of such individuals under the Plan shall constitute unsecured contractual rights only. Nothing contained in the Plan shall constitute a guarantee by the Exchange that the assets of the Exchange shall be sufficient to pay any benefits to any person. Nothing contained in the Plan and no action taken pursuant to its provisions shall create a trust or fiduciary relationship of any kind between the Exchange and an employee or any other person.

1.5. Expenses. The expenses of administering the Plan shall be borne by the Exchange.

1.6. Effect on Other Benefit Plans. Any amounts credited or paid under this Plan shall not be considered to be compensation for the purposes of any qualified plan (within the meaning of Section 401(a) of the Code) maintained by the Exchange. The treatment of such amounts under other employee benefit plans shall be in accordance with the provisions of such plans.

1.7. Applicable Laws. The Plan shall be construed and administered in accordance with the laws of the State of Illinois.

1.8. Gender and Number. Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.9. Notices. Any notice or document required to be given to or filed with the Plan Administrator will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Secretary of the Exchange, at its principal executive offices. The Plan Administrator may, by advance written notice to affected persons, revise such notice procedure from time to time. Any notice required under the Plan may be waived by the person entitled to notice.

1.10. Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable, and signed, made or presented by the proper party or parties.

1.11. Claims Procedure.

(a) For purposes of the Plan, a claim for a benefit is a written application for a benefit filed with the Plan Administrator. In the event that any Participant or other person claims to be entitled to a benefit under the Plan, and the Plan Administrator or its designee determines that such claim should be denied in whole or in part, the Plan Administrator or its designee shall, in writing, notify such claimant within 90 days (180 days if special circumstance require) of receipt of such claim that his claim has been denied. The notice of denial will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason for the denial; (b) specific reference to those Plan provisions on which the denial is based; (c) a description of any additional information necessary to perfect the claim and an explanation of why the information is necessary; and (d) a description of the Plan's review procedures, the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following the denial of his claim on review.

(b) If the Plan Administrator requests additional information from a claimant prior to an initial determination or a determination on appeal, the Plan Administrator will notify the claimant and permit the claimant to have 45 days to provide the requested information. The time of the Plan Administrator's decision will be tolled until the information is received or until the 45-day period has elapsed. If the information is not timely received by the Plan Administrator, its decision will be made without the requested information.

(c) Within 60 days after the mailing or delivery by the Plan Administrator or its designee of such notice, such claimant may request, by mailing or delivery of written notice to the Plan Administrator, a review by the Plan Administrator of the decision denying the claim. The clamant may submit written comments, documents, records and other information relating to his claim, whether or not those comments, documents, records or other information were submitted in connection with the initial claim. The claimant may also request that the Plan provide, free of charge, copies of all documents, records or other information relevant to his claim.

(d) If the claimant fails to request such a review within such 60-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

(e) After such review, the Plan Administrator shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within 60 days of receipt of the claimant's request for review (120 days if special circumstances require). In the case of a claim denial on review, the notice will be written in a manner calculated to be understood by the average Participant and will include the following information: (a) the specific reason or reasons for denial; (b) specific reference to those Plan provisions on which denial is based; (c) a statement that the claimant is entitled to receive, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to his claim for benefits; and (d) a statement of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about the procedures and to bring a civil action under ERISA Section 502(a).

SECTION 2

Participation

2.1. Participant.

(a) Employees of the Exchange are eligible to participate in the Plan ("Participants") if they satisfy the eligibility criteria set forth in Section 3.2(a), 3.3(a), or 3.4(a); provided, however, that Participants shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3), and 401(a)(l) of ERISA.

(b) If the Exchange determines that participation by one or more Participants shall cause the Plan to be subject to Part 2, 3 or 4 of Title I of ERISA, the entire interest of such Participant or Participants under the Plan shall be segregated from the Plan in the discretion of the Exchange, and such Participant or Participants shall cease to have any interest under the Plan.

2.2. Plan Not Contract of Employment. The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of the Exchange nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

SECTION 3

Deferred Compensation; Plan Accounting

3.1. Deferred Compensation Accounts. The Plan Administrator shall maintain, or cause to be maintained, an Account in the name of each Participant consisting of the following subaccounts (as applicable):

(a) a subaccount (the "Elective Deferral Account") consisting of the base salary and/or bonus deferred by the Participant in accordance with Section 3.2, as adjusted in accordance with Section 3.5;

(b) a subaccount (the "401(k) Make-Whole Account") consisting of the 401(k) Savings Plan Make-Whole Credits credited to the Participant's Account in accordance with Section 3.3, as adjusted in accordance with Section 3.5; and

(c) a subaccount (the "Cash Balance Make-Whole Account") consisting of the Cash Balance Plan Make-Whole Credits credited to the Participant's Account in accordance with Section 3.4, as adjusted in accordance with Section 3.5.

The beginning balance of each Participant's Account on the Effective Date shall be the amount credited to him under the Plan as in effect immediately prior to the Effective Date; provided, however, that the portion of the Participant's Account consisting of the Participant's Grandfathered Account shall be segregated and shall be subject to the provisions of the Pre-2005 Plan as provided under Section 1.1(c).

3.2. Deferral Election.

(a) The provisions of this Section 3.2 shall apply with respect to a Plan Year only to Participants who, as of the October 1 immediately preceding the commencement of such Plan Year, are officers of the Exchange.

(b) Subject to such terms, conditions, and limitations as the Plan Administrator may, from time to time, impose, a Participant may make an irrevocable election to defer receipt of base salary and/or bonus earned by him from the Exchange in any Plan Year, by filing a deferral election in writing with the Plan Administrator at such time and in such manner as the Plan Administrator shall provide, but in no case later than the day preceding the first day of such Plan Year. Notwithstanding the preceding sentence, a newly eligible Participant may file a deferral election within 30 days of becoming eligible to participate in the deferral election feature of the Plan with respect to compensation earned by him after such election is filed. A Participant's election under this Section 3.2(b) shall apply only to the Plan Year for which it is made and not for any subsequent Plan Year.

(c) The maximum percentage of base salary that may be deferred by a Participant for a Plan Year shall be (i) 50% for Plan Years beginning on or after January 1, 2007, and (ii) 20% for Plan Years before 2007. The maximum percentage of bonus that may be deferred by a Participant for a Plan Year shall be 100% for bonuses earned in Plan Years beginning on or after January 1, 2007, and (ii) 20% for Plan Years before 2007.

(d) The Elective Deferral Account of each Participant shall be credited with the amount deferred by the Participant as of the date on which such compensation would otherwise have been paid to the Participant or such other date as the Plan Administrator may reasonably provide.

3.3. 401(k) Savings Plan Make-Whole Credits.

(a) The provisions of this Section 3.3 shall apply with respect to a Plan Year to a Participant (i) whose base salary (excluding bonus) for such Plan Year exceeds the dollar limitation under Section 401(a)(17) of the Code for such Plan Year, or (ii) is an officer of the Exchange at any time during such Plan Year; provided, however, that for Plan Years beginning before January 1, 2007, only Participants who are officers of the Exchange at any time during such Plan Year shall be subject to this Section 3.3.

(b) Subject to such terms, conditions, and limitations as the Plan Administrator may from time to time impose, for each Plan Year the 401(k) Make-Whole Account of each Participant shall be credited with a "401(k) Savings Plan Make-Whole Credit." Such 401(k) Savings Plan Make-Whole Credit shall be credited to the Participant's Account at such time or times as the Plan Administrator shall determine but no later than 2 1/2 months following the end of such Plan Year.

(c) The 401(k) Savings Plan Make-Whole Credit shall be 3 percent of the greater of the following amounts: (i) the amount, if any, by which the Participant's base salary (excluding bonus, but before reduction by any portion of base salary deferred pursuant to Section 3.2) for such Plan Year exceeds the dollar limitation under Section 401(a)(17) of the Code for such Plan Year, or (ii) the portion, if any, of the Participant's base salary deferred for such Plan Year pursuant to Section 3.2.

3.4. Cash Balance Plan Make-Whole Credits.

(a) The provisions of this Section 3.4 shall apply with respect to a Plan Year to a Participant (i) whose base salary and bonus paid in such Plan Year exceeds the dollar limitation under Section 401(a)(17) of the Code for such Plan Year, or (ii) is an officer of the Exchange at any time during such Plan Year; provided, however, that for Plan Years beginning before January 1, 2007, only Participants who are officers of the Exchange at any time during such Plan Year shall be subject to this Section 3.4.

(b) To the extent that the amount credited for any Plan Year to a Participant's account under the Pension Plan for Employees of the Chicago Mercantile Exchange (the "Pension Plan") is limited or reduced, either by reason of the limitation on compensation imposed by Section 401(a)(17) of the Code, or by reason of elective deferrals under this Plan, the Account of the Participant shall be credited with a "Cash Balance Plan Make-Whole Credit," to be calculated in such manner and credited at such time or times as the Plan Administrator shall determine but no later than 2 1/2 months after the end of such Plan Year.

3.5. Adjustment of Accounts.

(a) Upon becoming a Participant, a Participant shall elect from among the assumed investments that the Plan Administrator offers from time to time those investments in which the Participant's Account shall be deemed invested and the percentage of contributions to be allocated to each such assumed investment. The Participant may change such allocation (with respect to either future credits to his or her Account or existing Account balances) by notification to the Plan Administrator in such manner as it shall direct, and the Plan Administrator shall implement such change in election as soon as practicable following receipt thereof. In the event a Participant fails to provide such direction, the Participant's Account shall be adjusted on the basis of such default investment as the Plan Administrator shall establish from time to time.

(b) The amounts credited to a Participant's Account in accordance with Sections 3.2, 3.3 and 3.4 shall be adjusted from time to time in accordance with uniform procedures established by the Plan Administrator to reflect the value of an investment equal to the Participant's Account balance in the assumed investments elected or deemed elected by the Participant to use for purposes of adjusting his Account. Such amount shall be determined without regard to taxes that would be payable with respect to any such assumed investment. The Plan Administrator may eliminate any assumed investment alternative at any time; provided, however, that the Plan Administrator may not retroactively eliminate any assumed investment alternative. To the extent permitted by the Plan Administrator, the Participant may elect to have different portions of his Account balance for any period adjusted on the basis of different assumed investments.

(c) Notwithstanding the election by Participants of certain assumed investments and the adjustment of their Accounts based on such investment decisions, the Plan does not require, and no trust or other instrument maintained in connection with the Plan shall require, that any assets or amounts which are set aside in trust or otherwise for the purpose of paying Plan benefits shall actually be invested in the investment alternatives selected by Participants.

SECTION 4

Payment of Plan Benefits

4.1. Vesting.

(a) The portion of a Participant's Account attributable to base salary or bonus deferred pursuant to Section 3.2 shall be fully vested and nonforfeitable at all times.

(b) Vesting of the portion of a Participant's Account attributable to 401(k) Savings Plan Make-Whole Credits credited under Section 3.3 shall be determined as follows:

(i) The portion of a Participant's Account attributable to 401(k) Savings Plan Make-Whole Credits credited for Plan Years beginning prior to January 1, 2007 shall be fully vested and nonforfeitable.

(ii) The portion of a Participant's Account attributable to 401(k) Savings Plan Make-Whole Credits credited under Section 3.3 for Plan Years beginning on or after January 1, 2007 shall be fully vested and nonforfeitable in the case of a Participant who was an employee of the Exchange on December 31, 2006 and has been continuously employed by the Exchange from that date until the date as of which the 401(k) Savings Plan Make-Whole Credit is credited.

(iii) Except as otherwise provided in Section 4.1(b)(ii), the vested portion of a Participant's 401(k) Make-Whole Account credited with respect to Plan Years beginning on or after January 1, 2007 shall be based on his or her Years of Vesting Service (as defined in the Chicago Mercantile Exchange Inc. 401(k) Savings Plan), as determined in the following table:

Years of Vesting Service	Vested percentage
Less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

(iv) In the event of a Participant's termination of employment for any reason other than death before such Participant's 401(k) Make-Whole Account is fully vested, the nonvested portion of his or her 401(k) Make-Whole Account shall be forfeited.

(c) Vesting of the portion of a Participant's Account attributable to Cash Balance Plan Make-Whole Credits credited under Section 3.4 shall be determined as follows:

(i) The portion of a Participant's Account attributable to Cash Balance Plan Make-Whole Credits credited for Plan Years beginning prior to January 1, 2007 shall be fully vested and nonforfeitable.

(ii) The portion of a Participant's Account attributable to Cash Balance Plan Make-Whole Credits credited for Plan Years beginning on or after January 1, 2007 shall be fully vested and nonforfeitable in the case of a Participant who was an employee of the Exchange on December 31, 2006 and has been continuously employed by the Exchange from that date until the date as of which the Cash Balance Plan Make-Whole Credit is credited.

(iii) Except as otherwise provided by Section 4.1(c)(ii), the portion of a Participant's Account attributable to Cash Balance Plan Make-Whole Credits credited for Plan Years beginning on or after January 1, 2007 shall become 100% vested and nonforfeitable upon the completion of three years of Eligibility Service (as defined in the Pension Plan) and shall be 0% vested prior to that time. In the event of a Participant's termination of employment for any reason other than death prior to the completion of three years of Eligibility Service, the portion of his or her Account to which this Section 4.1 (c)(iii) applies shall be forfeited.

4.2. Payment. Except as otherwise provided in this Section 4, the vested balance in a Participant's Account shall be paid following the Participant's separation from service in accordance with the Participant's valid Payment Election made for such Account pursuant to Section 4.3. Notwithstanding the foregoing, no portion of the Account shall be paid before the earlier of six months from the date of the Participant's separation from service or such Participant's death; provided, however, that the foregoing restriction shall not affect the timing of any installment payment after the first installment.

4.3. Payment Election.

(a) With respect to a Participant whose participation in the Plan commenced prior to January 1, 2005, the payment election in effect for such Participant immediately prior to January 1, 2005 shall remain in effect until changed pursuant to Section 4.4.

(b) Within 30 days after first becoming a Participant, a Participant not described in Section 4.3(a) shall elect on such form as the Plan Administrator may prescribe the time and manner in which the vested portion of a Participant's Account shall be distributed. Such election shall specify (i) whether the Account is to be paid in a lump sum or in substantially equal annual installments, (ii) the time at which such lump-sum payment is to be made and/or such installments are to commence, and (iii) if installments are elected, the number of such installments (not to exceed five). For purposes of clause (ii) of the preceding sentence a Participant may specify either (i) the time of the Participant's separation from service, or (ii) (effective for Plan Years beginning on or after January 1, 2007) the earlier of the Participant's separation from service or a specific date. Except as otherwise provided in this Section 4, a Participant's Payment Election shall be irrevocable.

(c) In the event a Participant fails to make a timely payment election, the Participant shall be deemed to have elected to receive a distribution of the vested portion of his or her Account in a lump sum payable six months after the date of the Participant's separation from service.

4.4. One-Time Election Change During Transition Period. A Participant may, during the Transition Period, file with the Plan Administrator an election to change the form of his or her previous payment election from a lump sum to installments or vice versa; provided that such a change made after December 31, 2005 may not change the timing of payments that the Participant would otherwise receive during the year in which the change is made, or cause payments to be made in the year in which the change is made. Any change pursuant to this Section 4.4 shall be irrevocable and no more than one such change shall be made with respect to any Account. For purposes hereof, the "Transition Period" means the period commencing January 1, 2005 and ending September 30, 2006.

4.5. Unforeseeable Emergencies.

(a) In the event of a Participant's Unforeseeable Emergency, such Participant may request an emergency withdrawal from his or her vested Account. Any such request shall

be subject to the approval of the Plan Administrator, which approval (a) shall only be granted to the extent reasonably needed to satisfy the need created by the Unforeseeable Emergency, and (b) shall not be granted to the extent that such need may be relieved (i) through reimbursement or compensation by insurance or otherwise or (ii) by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

(b) In the event of a Participant's Unforeseeable Emergency on account of which the Participant receives a withdrawal pursuant to Section 4.5(a), the Participant's Deferral Election shall be canceled.

(c) An "Unforeseeable Emergency" means a severe financial hardship of the Participant or beneficiary resulting from an illness or accident of the Participant or his or her spouse or dependent (as defined in Section 152(a) of the Code), loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant's control. Circumstances that may constitute an Unforeseeable Emergency include the imminent foreclosure of or eviction from the Participant's primary residence; the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication; and the need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152(a) of the Code). The purchase of a home and the payment of college tuition generally are not Unforeseeable Emergencies. Whether the Participant is faced with an Unforeseeable Emergency permitting an emergency withdrawal shall be determined by the Plan Administrator in its sole discretion, based on the relevant facts and circumstances and applying regulations and other guidance under Section 409A of the Code.

4.6. Beneficiary Designation. Each Participant may from time to time, by signing a form furnished by the Plan Administrator, designate any legal or natural person or persons (who may be designated contingently or successively) to whom his benefits under the Plan are to be paid if he dies before he receives all of his vested benefits. A beneficiary designation form will be effective only when the signed form is filed with the Plan Administrator while the Participant is alive and will cancel all beneficiary designation forms with respect to the Plan filed earlier. Except as otherwise specifically provided in this Section 4.6, if a deceased Participant failed to designate a beneficiary as provided above, or if the designated beneficiary of a deceased Participant dies before him or before complete payment of the Participant's benefits, his benefits shall be paid to the legal representative or representatives of the estate of the last to die of the Participant and his designated beneficiary.

4.7. Distributions to Disabled Persons. Notwithstanding the provisions of this Section 4, if, in the Plan Administrator's opinion, a Participant or beneficiary is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, the Plan Administrator may direct that payment be made to a relative or friend of such person for his benefit until claim is made by a conservator or other person legally charged with the care of his person or his estate, and such payment shall be in lieu of any such payment to such Participant or beneficiary. Thereafter, any benefits under the Plan to which such Participant or beneficiary is entitled shall be paid to such conservator or other person legally charged with the care of his person or his estate.

4.8. Benefits May Not be Assigned. Neither the Participant nor any other person shall have any voluntary or involuntary right to commute, sell, assign, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part hereof, which are expressly declared to be unassignable and non-transferable. No part of the amounts payable shall be, prior to actual payment, subject to seizure or sequestration for payment of any debts, judgments, alimony or separate maintenance owed by the Participant or any other person, or be transferred by operation of law in the event of the Participant's or any other person's bankruptcy or insolvency.

4.9. Withholding for Tax Liability. The Exchange may withhold or cause to be withheld from any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Exchange may reasonably estimate to be necessary to cover any taxes for which the Exchange may be liable and which may be assessed with regard to such payment.

SECTION 5

Miscellaneous

5.1. Section 409A. This Plan is intended to comply with the requirements of Section 409A of the Code and shall be interpreted in a manner consistent therewith. Accordingly, notwithstanding any provisions of the Plan to the contrary:

(a) The Plan shall be operated at all times in accordance with the requirements of Section 409A of the Code and, in the event of any inconsistency between any provision of the Plan and Section 409A, the provisions of Section 409A shall control.

(b) Any provision in the Plan that is determined to violate the requirements of Section 409A of the Code shall be void and without effect.

(c) Any provision required by Section 409A of the Code to appear in the Plan document that is not expressly set forth herein shall be deemed to be set forth herein, and the Plan shall be administered in all respects as if such provision was expressly set forth herein.

5.2. Limitation of Liability. The Exchange, its parents, subsidiaries, and affiliates, the Board of Directors of any of the foregoing, any officer, employer or agent of any of the foregoing, and the members of the Retirement Committee shall not incur any liability individually or on behalf of any other individuals or on behalf of the Exchange or its parents, subsidiaries, or affiliates for any act, or failure to act, made in good faith in relation to the Plan.

SECTION 6

Amendment and Termination

6.1. Amendment and Termination.

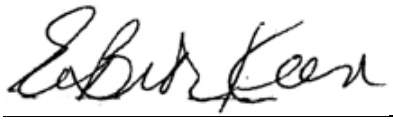
(a) The Exchange may amend or terminate the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate.

(b) Any amendment of the Plan shall be effected either (i) by resolution of the Compensation Committee or its successor, or (ii) by resolution of the Retirement Committee; provided, however, that only the Compensation Committee or its successor is authorized to approve an amendment that is anticipated to result in a material impact to the Exchange unless it otherwise acts to delegate this responsibility; and provided further that the Retirement Committee may adopt minor or administrative amendments to the Plan, including amendments to comply with applicable laws.

(c) A Plan termination shall be effected by resolution of the Compensation Committee or its successor. In the event of a termination of the Plan, Participants' vested Account balances shall be distributed in such manner as the Plan Administrator shall determine consistent with the requirements of Section 409A of the Code.

Dated this 1st day of March, 2007.

CHICAGO MERCANTILE EXCHANGE INC.

By 

Its Managing Director, Organizational Development

Exhibit 31.1

CERTIFICATIONS

I, Craig S. Donohue, certify that:

1. I have reviewed this report on Form 10-Q of Chicago Mercantile Exchange Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2007

/s/ Craig S. Donohue

Name: Craig S. Donohue
Title: *Chief Executive Officer*

Exhibit 31.2

I, James E. Parisi, certify that:

1. I have reviewed this report on Form 10-Q of Chicago Mercantile Exchange Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2007

/s/ James E. Parisi

Name: James E. Parisi
Title: *Chief Financial Officer*

Exhibit 32.1

Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Chicago Mercantile Exchange Holdings Inc. (the "Company") for the quarter ended March 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Craig S. Donohue, as Chief Executive Officer of the Company, and James E. Parisi, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Craig S. Donohue

Name: Craig S. Donohue
Title: Chief Executive Officer

Date: May 7, 2007

/s/ James E. Parisi

Name: James E. Parisi
Title: Chief Financial Officer

Date: May 7, 2007

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by § 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.