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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

November 1, 2011

CME Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-31553

36-4459170

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

20 South Wacker Drive, Chicago, Illinois

60606

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

312-930-1000

Not Applicable

Former name or former address, if changed since last report

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Effective as of January 11, 2011, CME Group Inc. (the "Company" or "CME Group") entered into a \$1 billion multi-currency revolving senior credit facility with certain financial institutions and other persons party thereto as lenders and Bank of America, N.A., as administrative agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital, UBS Securities LLC, and Wells Fargo Securities, LLC, as joint lead arrangers, for such lenders (the "Senior Credit Facility"). Under the terms of the Senior Credit Facility, the Company has the option, so long as no default is continuing under the Senior Credit Facility, to increase the facility from time to time to an aggregate amount of up to \$1,750,000,000 with only the consent of the agent and the lenders providing the additional funds.

Effective as of November 1, 2011, the Company exercised its option to increase the facility by \$40,000,000 and entered into an amendment (the "Amendment") to the Senior Credit Facility among CME Group, JP Morgan Chase Bank, N.A. and Bank of America, N.A., as administrative agent.

The Senior Credit Facility has a maturity date of January 11, 2014 and is voluntarily prepayable from time to time without premium or penalty.

The foregoing description of the Senior Credit Facility, as amended, is only a summary, does not purport to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Senior Credit Facility, which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K on January 14, 2011, and the Amendment, which is filed an Exhibit 10.1 hereto and is incorporated herein by reference.

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

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

Item 9.01 Financial Statements and Exhibits.

Amendment to Credit Agreement for Commitment Increase, dated as of November 1, 2011, among CME Group Inc., as borrower, JPMorgan Chase Bank, N.A., and Bank of America, N.A., as administrative agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CME Group Inc.

November 4, 2011

By: *Kathleen M. Cronin*

Name: Kathleen M. Cronin

Title: Managing Director, General Counsel and Corporate Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Credit Agreement for Commitment Increase, dated as of November 1, 2011, among CME Group Inc., as borrower, JPMorgan Chase Bank, N.A., and Bank of America, as administrative agent.

AMENDMENT TO CREDIT AGREEMENT FOR COMMITMENT INCREASE

THIS AMENDMENT TO CREDIT AGREEMENT FOR COMMITMENT INCREASE (this "Agreement"), dated as of November 1, 2011 is among **CME GROUP INC.**, a Delaware corporation (the "Borrower"), **JPMORGAN CHASE BANK, N.A.** (the "JPMorgan"), and **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the "Administrative Agent") under that certain Credit Agreement (as amended, revised, modified, supplement or amended and restated from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), dated as of January 11, 2011, by and among the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent and a Swing Line Lender.

This Agreement is made and delivered pursuant to Section 2.20(c) of the Credit Agreement.

The Borrower hereby confirms its agreement to increase the MC Commitments in an amount equal to \$40,000,000 (the "Increase Amount") in accordance with the terms of said Section 2.20 effective as of November 1, 2011 (the "Increase Effective Date").

JPMorgan, an existing Lender under the Credit Agreement as of the date hereof, hereby confirms and agrees that (i) as of the Increase Effective Date, its MC Commitment shall be increased by the Increase Amount and it shall have all of the rights and be obligated to perform all of the obligations of a Lender under the Credit Agreement with respect to the MC Commitment in an amount equal to \$50,000,000 (as such amount may from time to time be adjusted in accordance with the terms of the Credit Agreement) and (ii) it has received such documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Agreement and increase its MC Commitment hereby.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank.]

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

JPMORGAN CHASE BANK, N.A.

By: /s/ Brian H. Mittelstaedt
Name: Brian H. Mittelstaedt
Title: Vice President

ACKNOWLEDGED:

CME GROUP INC.

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

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Maryanne Fitzmaurice
Name: Maryanne Fitzmaurice
Title: Director