

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

LOUISIANA MUNICIPAL POLICE :
EMPLOYEES' RETIREMENT SYSTEM, on :
behalf of itself and all other similarly situated :
shareholders of CBOT Holdings, Inc., :

Plaintiff, :

v. :

C.A. No. 2803-VCN

CBOT HOLDINGS, INC.; CHARLES P. :
CAREY; ROBERT F. CORVINO; BERNARD :
W. DAN; JOHN E. CALLAHAN; JAMES E. :
CASHMAN; MARK E. CERMAK; JACKIE :
CLEGG; BRENT M. COAN; JAMES A. :
DONALDSON; LARRY G. GERDES; JAMES :
P. MCMILLIN; JOSEPH NICIFORO; C.C. :
ODEM, II; JOHN L. PIETRZAK; :
CHRISTOPHER STEWART; MICHAEL D. :
WALTER; CHARLES M. WOLIN and :
CHICAGO MERCANTILE EXCHANGE :
HOLDINGS, INC., :

Defendants. :

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: ALL RECORD OR BENEFICIAL HOLDERS OF CBOT HOLDINGS, INC.
CLASS A COMMON STOCK AT ANY TIME BETWEEN OCTOBER 17, 2006
AND THE EFFECTIVE DATE OF THE MERGER, JULY 12, 2007

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A
PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION,
AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE
COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER
BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS OR ADEQUACY
OF THE PROPOSED SETTLEMENT, AND FROM PURSUING THE SETTLED CLAIMS.

IF YOU HOLD SHARES OF CBOT HOLDINGS, INC. CLASS A COMMON STOCK FOR THE BENEFIT OF OTHERS, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNERS.

THE PURPOSE OF THIS NOTICE

1. The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above-captioned Action (as defined below) and of a hearing to be held before the Delaware Court of Chancery (the "Court"), in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, on September 25, 2007, at 12:30 p.m, (the "Hearing"). The purpose of the Hearing is to determine: (a) whether the Court should certify the Action as a class action on behalf of all persons or entities who held Class A common stock of CBOT Holdings, Inc. ("CBOT Holdings") (other than Defendants, their subsidiary companies and members of their immediate families), either of record or beneficially, at any time between October 17, 2006, and the effective date of the Merger, July 12, 2007, including the legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such foregoing holders (the "Settlement Class"); (b) whether the Court should approve the proposed Settlement of the Action as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) whether the Court should enter final judgment dismissing the class claims asserted in the Action on the merits and with prejudice as against the named Plaintiff and the Settlement Class; (d) if the Court approves the Settlement and enters such final judgment, whether the Court should grant the application of Plaintiff's Counsel for an award of attorneys' fees and expenses to be paid by Chicago Mercantile Exchange Holdings Inc. ("CME Holdings"); and (e) to consider such other matters as may properly come before the Court.
2. The Court may adjourn or continue the Settlement Hearing without further notice. The Court may also approve the Settlement with or without modifications, enter its final judgment dismissing the Action on the merits and with prejudice, and approve the payment of attorneys' fees and expenses without further notice.

THIS NOTICE SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

**NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP
ON BEHALF OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held shares of CBOT Holdings Class A common stock at any time between October 17, 2006 and July 12, 2007, for the benefit of others are requested to immediately send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners may be made to Mr. Elton Bagley, D.F. King & Co., Inc., 48 Wall Street, New York, NY 10005.

BACKGROUND AND DESCRIPTION OF THE LITIGATION

1. On October 17, 2006, following the approval by the boards of directors of CBOT Holdings and Board of Trade of the City of Chicago, Inc. ("CBOT"), as well as the special committee comprised of independent and disinterested directors acting in the interests of the CBOT Holdings Class A stockholders who are not members of and do not lease a membership at CBOT and who do not otherwise have an exercise right ("Exercise Right") or hold a membership on the Chicago Board of Options Exchange Incorporated ("CBOE") pursuant to an Exercise Right (the "special transaction committee") and the special committee comprised of independent and disinterested directors acting in the interests of the CBOT Holdings Class A stockholders who are members of CBOT or who

lease a membership on CBOT but who do not have an Exercise Right or hold a membership on CBOE pursuant to an Exercise Right (the "non-ER members committee") established by the CBOT Holdings board of directors on September 13, 2006, and October 4, 2006, respectively, CBOT Holdings, CBOT, and CME Holdings entered into a merger agreement (as amended from time to time, the "Merger Agreement"), whereby, among other things, CBOT Holdings would be merged with and into CME Holdings, with CME Holdings continuing as the surviving entity (the "Merger"), and CBOT Holdings stockholders could elect to receive for their shares of CBOT Holdings Class A common stock ("CBOT Holdings Stock") either CME Holdings Class A Common stock ("CME Holdings Stock") at an exchange ratio of .3006, or cash, with the cash election component capped at \$3 billion;

2. In February 2007, CBOT Holdings and CME Holdings set April 4, 2007, as the date for the special meetings of the stockholders of CBOT Holdings and CME Holdings, and the members of CBOT, to vote on the Merger and related matters, and a joint proxy statement/prospectus was mailed to the stockholders of CBOT Holdings and CME Holdings, and the members of CBOT, in early March 2007;
3. On March 15, 2007, IntercontinentalExchange, Inc. ("ICE") made an unsolicited, non-binding proposal to merge with CBOT Holdings in a transaction in which, among other things, CBOT Holdings stockholders would receive ICE Class A common stock ("ICE Stock") at an exchange ratio of 1.42 shares of ICE Stock for each share of CBOT Holdings Stock;
4. On March 16, 2007, Louisiana Municipal Police Employees' Retirement System ("LAMPERS" or "Plaintiff"), through its attorneys, Grant & Eisenhofer P.A. and Bernstein Litowitz Berger & Grossmann LLP ("Plaintiff's Counsel"), filed a putative

class action complaint in the above-captioned action (the "Action") against CBOT Holdings, its directors, and CME Holdings (collectively, "Defendants"), alleging, among other things, that CBOT Holdings and its directors breached their fiduciary duties by failing to properly consider possible alternative transactions other than the Merger, including the proposal by ICE, improperly maintaining a plan to conduct the April 4, 2007 special meetings for CBOT Holdings stockholders to vote upon the Merger, and approving allegedly improper deal protection devices; and that CME Holdings aided and abetted such breaches of fiduciary duty;

5. On March 20, 2007, the boards of directors of CBOT Holdings and CBOT postponed the scheduled April 4, 2007 special meetings of their respective stockholders and members to vote on the Merger and related matters;
6. On March 21, 2007, during a telephone conference regarding Plaintiff's motion seeking expedited proceedings, the Court ordered that limited document discovery could proceed on an expedited basis, and the parties thereafter began producing documents, including documents from Defendants' respective financial advisors;
7. On April 11, 2007, CME Holdings, CBOT Holdings, and CBOT announced that the special meetings for their respective stockholders and members to vote on the Merger and related matters had been rescheduled to July 9, 2007;
8. On May 10, 2007, CME Holdings revised its proposal to increase the exchange ratio to .3500 shares of CME Holdings Stock for each share of CBOT Holdings Stock, eliminate the cash election option, and provide for a post-Merger tender offer for up to \$3.5 billion, or 6,250,000 shares, of CME Holdings Stock at a fixed cash price of \$560.00 per share;
9. On May 11, 2007, the CBOT Holdings and CBOT boards of directors, the special transaction committee, and the non-ER members committee each unanimously approved the amended Merger Agreement, resolved to submit the amended Merger Agreement to their respective stockholders and members for their approval, and recommended that such stockholders and members adopt the amended Merger Agreement;

10. Also on that same day, the CBOT Holdings board of directors unanimously determined that the ICE proposal was not a "Superior Proposal" (as defined in the original Merger Agreement);
11. On May 23, 2007, during a telephone conference regarding Plaintiff's motion for expedited proceedings, the Court ordered expedited discovery and set a hearing on a preliminary injunction in advance of the proposed July 9, 2007 special meeting of CBOT Holdings stockholders to consider the amended Merger Agreement;
12. On May 25, 2007, CBOT Holdings, CBOT and CME Holdings filed a Form S-4 registration statement and joint preliminary proxy materials with the Securities and Exchange Commission (the "SEC") reflecting the terms of the Merger Agreement as amended on May 11, 2007;
13. On May 30, 2007, ICE issued a press release in which it announced that it had entered into an agreement with CBOE to resolve certain claims asserted in the litigation captioned *CBOT Holdings, Inc., et al. v. Chicago Board Options Exchange, Inc., et al.*, Civil Action No. 2369-VCN (Del. Ch. Ct.) (the "CBOE Litigation") regarding Exercise Rights, whereby, following a merger of CBOT Holdings and ICE, CBOT members with Exercise Rights would no longer be eligible to use the Exercise Rights, but would be compensated for the loss thereof equally by ICE and CBOE for total cash consideration of \$500,000 per Exercise Right, or, in lieu of cash, securities in ICE and CBOE valued at \$500,000 (the "ICE/CBOE Agreement");
14. On June 4, 2007, Plaintiff filed an amended class action complaint alleging, among other things, that CBOT Holdings and its directors breached their fiduciary duties by failing to secure the best available transaction, favoring the interest of floor traders over other stockholders, and issuing misleading disclosures; and that CME Holdings aided and abetted such breaches of fiduciary duty;
15. On June 5, 2007, CME Holdings and CBOT Holdings filed the definitive joint proxy statement/prospectus, which included, among other things, certain of the disclosures that

Plaintiff alleged in the amended class action complaint were improperly not disclosed to CBOT stockholders, allegations which Defendants dispute;

16. Also on June 5, 2007, based on CME Holdings' continuing assessment of the reaction of CBOT Holdings stockholders and CBOT members to the terms of the Merger Agreement and the results of the integration planning that confirmed previously estimated synergies and identified additional synergies, CME Holdings began the process that led it to offer the enhancements described below;
17. On June 6, 2007, CME Holdings began negotiating with Plaintiff in an effort to reach a settlement of the Action;
18. Between June 6 and June 12, 2007, counsel for the parties participated in extensive negotiations relating to the various claims that have been or could have been or might be asserted in the Action, and made extensive progress regarding the terms of a potential settlement to resolve all claims that have been or could have been or might be asserted in the Action, including, among other things, a proposal under which CME Holdings would agree to: (i) permit CBOT Holdings to declare a special cash dividend to holders of record of CBOT Holdings Stock, and (ii) provide for appraisal rights under Delaware law to CBOT Holdings stockholders who do not vote in favor of the Merger or accept Merger consideration;
19. On June 8, 2007, CME Holdings, CBOT Holdings and CBOT began mailing the joint proxy statement/prospectus to their respective stockholders and members;
20. On June 12, 2007, ICE announced that it had delivered to CBOT Holdings a revised proposal for an ICE/CBOT Holdings merger that, among other things, reiterated the exchange ratio of 1.42 shares of ICE Stock for each share of CBOT Holdings Stock contained in ICE's original proposal, added a cash election feature under which stockholders would be able to elect cash merger consideration in lieu of stock, with the cash component capped at \$2.5 billion, and modified the terms of the ICE/CBOE Agreement to provide that if fewer than 1331 CBOT members participated in the

ICE/CBOE Agreement, the consideration for the loss of the Exercise Rights would increase pro rata and could therefore exceed the value of \$500,000 per member that ICE announced on May 30, 2007;

21. On June 14, 2007, in light of several reasons, including the ongoing negotiations with Plaintiff and Plaintiff's Counsel and CME Holdings' evaluation of the CBOT Holdings stockholders' and CBOT members' assessment of the Merger Agreement and the ICE proposal and the results of the integration planning that confirmed previously estimated synergies and identified additional synergies, CME Holdings determined that it would revise the Merger Agreement under the terms set forth in Amendment No. 3 to the Merger Agreement dated as of June 14, 2007, including the provision of the Special Dividend and the Appraisal Rights (see Summary of the Settlement Terms, below);
22. Also on June 14, 2007, the CBOT Holdings and CBOT boards of directors, as well as the special transaction committee and the non-ER members committee, approved the revised Merger Agreement and determined to recommend approval of the revised Merger Agreement to CBOT Holdings stockholders and CBOT members;
23. Also on June 14, 2007, CME Holdings and Plaintiff reached an agreement in principle set forth in a memorandum of understanding (the "MOU") providing for the settlement of the Action. CME Holdings acknowledges that the Action was a material factor it considered in deciding to enhance its offer by providing for the Special Dividend and the Appraisal Rights as set forth herein;
24. On that same day, Plaintiff's Counsel informed the Court that CME Holdings and Plaintiff had reached an agreement in principle providing for settlement of the Action, and, as a result, the Court cancelled the previously scheduled injunction hearing;
25. On June 17, 2007, CME Holdings and CBOT Holdings filed a supplement to the joint proxy statement/prospectus (the "Proxy Supplement"), reflecting the terms of the Merger Agreement as amended on June 14, 2007, and on or about June 18, 2007 began mailing

- the Proxy Supplement to the respective stockholders and members of CME Holdings, CBOT Holdings, and CBOT;
26. On June 25, 2007, as contemplated in the MOU, CBOT Holdings declared a one-time, conditional special cash dividend in the amount of \$9.14 per share of CBOT Holdings Stock (the "Special Dividend") payable immediately prior to the closing of the Merger upon the satisfaction or waiver of all conditions to the Merger set forth in the Merger Agreement and the occurrence of the time immediately prior to the effective time of the Merger.
 27. On July 6, 2007, CME Holdings proposed to increase the exchange ratio under the Merger Agreement to 0.375 shares of CME Holdings Class A common stock for each share of CBOT Holdings Class A common stock.
 28. Also on July 6, 2007, the CBOT Holdings and CBOT boards of directors, as well as the special transaction committee and the non-ER members committee, approved the revised Merger Agreement and determined to recommend approval of the revised Merger Agreement to CBOT Holdings stockholders and CBOT members.
 29. On July 9, 2007, the CBOT Holdings and CME Holdings stockholders, and the members of CBOT, voted to approve the Merger. The Merger closed on July 12, 2007, and CME Holdings changed its name to CME Group Inc.
 30. Also on July 12, 2007, CBOT Holdings paid the Special Dividend.

REASONS FOR THE SETTLEMENT

31. Plaintiff, through Plaintiff's Counsel, has thoroughly investigated the claims and allegations asserted in the Action, as well as the underlying events and transactions relevant to those claims and allegations. In connection with their investigation, Plaintiff's Counsel conducted significant discovery prior to the Settlement of this Action, including a review of 305,000 pages of documents produced by parties and non-parties and five depositions including three directors of CBOT. Based on that discovery, Plaintiff and

Plaintiff's Counsel believe that the claims alleged in the Action are meritorious, a view which Defendants vigorously dispute;

32. Plaintiff and Plaintiff's Counsel believe that, notwithstanding the strength and merit of the claims alleged in the Action, there are significant legal and factual defenses to the claims in the Action;
33. In evaluating the settlement provided for herein (the "Settlement"), Plaintiff and its Counsel have considered: (i) the substantial benefits to the members of the Settlement Class from the Settlement; (ii) the facts developed during discovery; (iii) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (iv) the probability of success on the merits and the allegations contained in the Action, including the uncertainty relating to the proof of those allegations; (v) the desirability of permitting the Settlement to be consummated. In conjunction with their consultants and financial experts, Plaintiff's Counsel have determined that the Settlement, and the Merger Agreement, as amended, and the transactions contemplated thereby, are fair, reasonable, adequate and in the best interests of Plaintiff and the Settlement Class;
34. Defendants have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or engaged in any of the wrongful acts alleged in the Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties. Defendants are entering into this Settlement because it would eliminate the burden and expense of further litigation and would avoid the risk that Plaintiff and Plaintiff's Counsel can present a record sufficient to obtain some form of relief against Defendants.

SUMMARY OF THE SETTLEMENT TERMS

35. In consideration of the Settlement, CME Holdings agreed to:
 - (a) Waive the restriction on dividends contained in Section 5.1(b)(i) of the Merger Agreement to allow CBOT Holdings to declare the Special Dividend. The Special Dividend was paid on July 12, 2007;

(b) Provide that shares of CBOT Holdings Stock which are issued and outstanding immediately prior to the effective time of the Merger and held by a holder who has not voted such shares in favor of the Merger or accepted Merger consideration (other than any dividend, including the Special Dividend described herein, received by all other CBOT stockholders before or after the consummation of the Merger) may demand appraisal rights for such shares in accordance with Section 262 of the Delaware General Corporation Law (regardless of whether Section 262 of the Delaware General Corporation Law is applicable) (the "Appraisal Rights");

(c) Provide Plaintiff and Plaintiff's Counsel the opportunity to comment on the content of the Proxy Supplement in order to ensure that such disclosures corrected additional allegedly inadequate disclosures that were identified by Plaintiff; and

(d) Release any claims Defendants may have against Plaintiff or the members of the Settlement Class relating to Plaintiff's filing, pursuit or settlement of the Action.

36. The full terms of the Settlement are set forth in the Stipulation (see Scope of This Notice and Further Information, below).

DISMISSAL AND RELEASE OF CLAIMS

37. The Stipulation provides that upon final Court approval of the Settlement, and in consideration of the benefits provided by the Settlement:

(a) Plaintiff's claims asserted in the Action on behalf of the Settlement Class against all Defendants shall be dismissed on the merits with prejudice against Plaintiff and all members of the Settlement Class, without costs (except as provided herein with respect to attorneys' fees and expenses);

(b) In addition to the foregoing, any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, issues and disputes -- whether known or unknown, contingent or

absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent -- that have been, could have been, or in the future can or might be asserted in the Action, or in any court, tribunal or proceeding (including, but not limited to any claims arising under federal, state, foreign or common law, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiff or any member of the Settlement Class, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons") against Defendants or any other Released Persons,¹ which have arisen or could have arisen as of the date of the Stipulation or relate in any manner to the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Action, the Merger, the Merger Agreement as amended, and the transactions contemplated therein, subsequent related transactions (including but not limited to the transactions described herein), and disclosures made in connection therewith (including the adequacy and completeness of such disclosures) (collectively, the "Settled Plaintiffs' Claims"), shall be fully, finally and forever compromised, settled, released, extinguished and dismissed with prejudice, subject to the terms and conditions set forth herein; provided, however, that the Settled Plaintiffs' Claims shall not include

¹ "Released Persons" for purposes of the Stipulation means Defendants or any of their families, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past, present or future officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, co-insurers and re-insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors and assigns, whether or not served with process and whether or not such person appeared in the Action.

any claims to enforce the Settlement, any claims for the Appraisal Rights, or any claims already alleged in the CBOE Litigation;

(c) Any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, issues and disputes -- whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent -- that have been, could have been or in the future can or might be asserted in the Action, or in any court, tribunal or proceeding, under the laws of any jurisdiction, by Defendants, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity, against Plaintiff² or the members of the Settlement Class which have arisen, could have arisen, or as of the date of the Stipulation arise out of or relate in any manner to Plaintiff's filing, pursuit or settlement of the Action (but excluding any claims to enforce the terms of the Settlement) (the "Settled Defendants' Claims"), shall be fully, finally and forever compromised, settled, released, extinguished and dismissed with prejudice, subject to the terms and conditions set forth herein.

(d) The releases contemplated by the Stipulation extend to claims that Plaintiff, on behalf of the Settlement Class, or Defendants, respectively, do not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into the Stipulation and grant the release. Plaintiff (and each member of

² For purposes of this subparagraph (c), the term "Plaintiff" means LAMPERS or any of its associates or affiliates and each and all of their respective past, present or future officers, directors, principals, representatives, employees, families, attorneys, financial or investment advisors, insurers, co-insurers and re-insurers, consultants, accountants, commercial bankers, brokers, dealers, advisors or agents, heirs, executors, trustees, members, participants, beneficiaries, personal or legal representatives, estates, administrators, predecessors, successors and assigns, whether or not served with process and whether or not such person appeared in the Action.

the Settlement Class), and Defendants, respectively, shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. Plaintiff, on behalf of the Settlement Class, and Defendants, respectively, shall be deemed to relinquish, to the full extent permitted by law, the provision, rights and benefits of § 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In addition, Plaintiff, on behalf of the Settlement Class, and Defendants, respectively, also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The parties do not concede, however, that any law, other than the law of the State of Delaware, is applicable to the Settlement of the Settled Plaintiffs' Claims or the Settled Defendants' Claims. Plaintiff, on behalf of the Settlement Class, acknowledges that members of the Settlement Class, and Defendants acknowledge that they, may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the release of Settled Plaintiffs' Claims and the Settled Defendants' Claims contemplated by the Stipulation but that it is Plaintiff's intention, on behalf of the Settlement Class, and Defendants' intention to fully, finally and forever settle and release any and all Settled Plaintiffs' Claims and Settled Defendants' Claims, respectively,

known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery or existence of such additional or different facts.

(e) Nothing in the Stipulation or the Settlement releases, extinguishes or otherwise compromises the claims already alleged in the CBOE Litigation.

(f) Plaintiff will present the Settlement to the Court for approval as soon as practicable and all of the parties will take all appropriate steps and use their best efforts to obtain final Court approval of the Settlement and procure dismissal of the Action on the terms set forth herein.

THE APPLICATION FOR ATTORNEY'S FEES AND EXPENSES

38. If the Court approves the Settlement, Plaintiff's Counsel intends to apply to the Court, at or after the Hearing, for an award of attorneys' fees and expenses not to exceed \$7.4 million in the aggregate. These fees and expenses are intended to compensate Plaintiffs' Counsel, which invested substantial time and expenses in prosecuting this Action on a fully contingent basis without any guarantee of success. After an extensive arm's-length negotiation, Defendants have agreed not to oppose the foregoing application for an award of attorneys' fees and expenses not to exceed \$7.4 million, and, subject to such limits, CME Holdings will cause payment to be made to Plaintiff's Counsel of such fees and expenses as the Court may award. Defendants shall not have any obligation to pay any other fees or expenses to Plaintiff's Counsel. Defendants reserve the right to oppose any other application made to the Court or the court in any other jurisdiction by Plaintiff, Plaintiff's Counsel or by any other person for an award of attorneys' fees and expenses. Any award to Plaintiff's Counsel of attorneys' fees and expenses by the Court will be in addition to the Settlement, and will not reduce, or in anyway affect, the benefits of the Settlement.

RIGHT TO APPEAR AND OBJECT

39. Any member of the Settlement Class who objects to the class action determination, the Settled Plaintiff's Claims in the Action, the judgment to be entered in the Action, and/or Plaintiff's application for fees and expenses, or otherwise wishes to be heard, may appear personally or by counsel at the Hearing and present evidence or argument that may be proper and relevant; provided, however, that no member of the Settlement Class may be heard and no papers or briefs submitted by or on behalf any member of the Settlement Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than ten (10) business days prior the Hearing, copies of (a) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel; (b) a written detailed statement of such person's specific objections to any matter before the Court; (c) a written statement certifying that the objector is a member of the Settlement Class, together with a listing of all transactions in CBOT Holdings Class A common stock during the Class Period; (d) the grounds for such objections and any reasons for such person's desiring to appear and be heard; and (e) all documents and writings such person desires this Court to consider, shall be served facsimile or by hand or overnight mail upon the following counsel:

Stuart M. Grant, Esquire
GRANT & EISENHOFER, P.A.
Chase Manhattan Centre
1201 N. Market Street, Suite 2100
Wilmington, Delaware 19801
Tel.: (302) 622-7000
Fax: (302) 622-7100

John P. Coffey, Esquire
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1285 Avenue of the Americas
New York, NY 10019
Tel.: (212) 554-1400
Fax: (212) 554-1444

Edward P. Welch, Esquire
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899
Tel.: (302) 651-3060
Fax: (302) 651-3001

at the same time these papers must be filed with the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801. Unless the Court otherwise directs, no member of the Settlement Class shall be entitled to object to the Settlement or to the judgment to be entered herein, or to the award of attorneys' fees and expenses to Plaintiff's Counsel, or otherwise to be heard, except by serving and filing written objections as described above. Any person who fails to object in the manner provided above shall be deemed to have waived such objection and shall forever be barred from making any such objection in this Action or in any other action or proceeding.

THE ORDER AND FINAL JUDGMENT OF THE COURT

40. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Settlement Class, the parties to the Action will ask the Court to enter an Order and Final Judgment, which will, among other things:
- (a) Approve the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class and direct consummation of the Settlement in accordance with its terms and conditions;

(b) Finally certify the Settlement Class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2);

(c) Dismiss Plaintiff's claims with prejudice as against the named Defendants;

(d) Permanently bar and enjoin the members of the Settlement Class from instituting, commencing, prosecuting, participating in or continuing any action or other proceeding in any court or tribunal of this or any other jurisdiction, either directly, representatively, derivatively or in any other capacity, asserting any claims that are, arise out of, or in any way relate to, Settled Plaintiff's Claims as defined in the Stipulation; and

(e) Retain jurisdiction over all matters relating to the administration and consummation of the Settlement provided for herein.

41. In the event the Settlement is not approved, or such approval does not become final, then the Settlement shall be of no further force and effect, and each party then shall be returned to his, her or its respective position prior to the Settlement without prejudice and as if the Settlement had not been entered into.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

42. The foregoing description of the Hearing, the Action, the terms of the proposed Settlement and other matters described herein does not purport to be comprehensive. Accordingly, members of the Settlement Class are referred to the documents filed with the Court in the Action. You or your attorney may examine the documents filed in the Action during regular business hours on any business day at the office of the Register in Chancery, Delaware Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801. If you would like further information, you may contact the following Plaintiff's Counsel as follows:

Stuart M. Grant, Esquire
GRANT & EISENHOFER, P.A.
Chase Manhattan Centre
1201 N. Market Street, Suite 2100
Wilmington, Delaware 19801
Tel.: (302) 622-7000
Fax: (302) 622-7100

John P. Coffey, Esquire
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1285 Avenue of the Americas
New York, New York 10019
Tel.: (212) 554-1400
Fax: (212) 554-1444

PLEASE DO NOT WRITE OR CALL THE COURT.

Dated: Wilmington, Delaware
August 10, 2007

BY ORDER OF THE COURT:

/s/ _____
Register in Chancery