

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of August 24, 2015, by and among (a) defendants Michael Gooch, Colin Heffron, Marisa Cassoni (the “Individual Defendants”), Jersey Partners, Inc. (“JPI”), and CME Group, Inc. (“CME”) (collectively, “Defendants”); (b) plaintiffs Maurene L. Al Ammary and Robert Michocki (collectively, “Plaintiffs”) on behalf of themselves individually and on behalf of each member of the Class (as defined in paragraph 4(a) below); and (c) New JPI Inc. (“New JPI”), Commodore Acquisition Corp., Commodore Acquisition LLC, Cheetah Acquisition Corp., Cheetah Acquisition LLC, GFI Group, Inc., GFI Brokers Holdco Ltd., BGC Partners, Inc., Nick Brown, Frank Fanzilli, Jr., and Richard Magee (collectively, the “Parties”). Defendants and Plaintiffs are parties to the consolidated action captioned *In re GFI Group Inc. Stockholder Litigation*, Consolidated C.A. No. 10136-VCL (the “Action”), pending before the Court of Chancery of the State of Delaware (the “Court”).

WHEREAS, between September 3, 2014 and September 25, 2014, five actions were filed in the Court by GFI Group, Inc. (“GFI”) stockholders alleging, among other things, that GFI’s board of directors, and Messrs. Gooch, Heffron, and Brown (the “Management Defendants”) had breached their fiduciary duties in connection with their consideration and approval of the contemplated transaction between GFI and CME, and that CME had aided and abetted those alleged

breaches. These actions, and their filing dates, are as follows: *Brown v. GFI Group Inc., et al.*, C.A. No. 10082-VCL, filed September 3, 2014; *Hughes v. CME Group Inc., et al.*, C.A. No. 10103-VCL, filed September 8, 2014; *Al Ammary v. Gooch, et al.*, C.A. No. 10125-VCL, filed September 11, 2014; *City of Lakeland Employees' Pension Plan v. Gooch, et al.*, C.A. No. 10136-VCL, filed September 16, 2014; and *Michocki v. Gooch, et al.*, C.A. No. 10166-VCL, filed September 25, 2014;

WHEREAS, on October 6, 2014, the Court entered a stipulated Order Re Consolidation and Leadership, consolidating the foregoing actions into the Action and appointing Grant & Eisenhofer P.A., Kessler Topaz Meltzer & Check, LLP, and Bernstein Litowitz Berger & Grossmann LLP as Co-Lead Counsel (“Lead Counsel”);

WHEREAS, on January 13, 2015, Plaintiffs filed a Motion for Leave to File a Supplement to Verified Class Action Complaint, which proposed supplement included allegations that disclosures to GFI stockholders in the Proxy were misleading or omitted material information and allegations that the Management Defendants had further breached their fiduciary duties by threatening to modify certain employment agreements in order to make the possibility of a transaction with BGC Partners, Inc. (“BGCP”) less attractive to BGCP;

WHEREAS, on January 28, 2015, Plaintiffs filed a Motion for Leave to File a Second Supplement to the Verified Class Action Complaint, which included additional facts and allegations about events that had occurred since the filing of the Complaint on September 11, 2014;

WHEREAS, on February 7, 2015, pursuant to the Court's oral ruling on February 6, 2015, Plaintiffs filed the Third Supplement to the Verified Class Action Complaint, which included additional facts and allegations about events that had occurred since the filing of the Complaint;

WHEREAS, on May 20, 2015, the Court entered the Third Scheduling Order, which provided that trial would commence on November 9, 2015;

WHEREAS, on July 13, 2015, Plaintiffs filed the Amended Verified Class Action Complaint (together with the Verified Class Action Complaint and the Supplement, Second Supplement, and Third Supplement to the Verified Class Action Complaint, the "Pleadings"), superseding the Complaint filed on September 11, 2014 and the subsequent Supplements to the Complaint;

WHEREAS, on July 29, 2015, after arm's length negotiations, including a one-day mediation on July 1, 2015, counsel to the Parties reached an agreement-in-principle concerning the proposed settlement of the Action which they set forth herein;

WHEREAS, based upon their investigation and prosecution of the Action, including the discovery conducted in the Action, Lead Counsel have concluded that the terms contained in this MOU are fair, reasonable and adequate to Plaintiffs and the Class and that it is reasonable to pursue a settlement of the Action based upon the procedures outlined herein and the substantial benefits and protections offered herein, the Parties wish to document their agreement-in-principle in this MOU.

NOW THEREFORE, the Parties have reached an agreement-in-principle providing for the settlement of the Action on the terms and subject to the conditions set forth below (the "Settlement"):

1. In consideration for the full settlement and release of all Settled Claims (as defined below):

(a) No later than ten (10) business days after the Court enters an order approving the form of notice and scheduling a final settlement hearing, but in no event sooner than September 30, 2015, \$10,750,000 (the "Settlement Fund") shall be deposited by or on behalf of Defendants (other than CME) into an interest-bearing Escrow Account controlled by Lead Counsel. This is not a claims-made settlement; there will be no reversion. Neither CME nor Cassoni shall be responsible for payment of any portion of the Settlement Fund under any

circumstances. In addition, CME is relieved from any liability to make any contribution to the Settlement Fund.

(b) Lead Counsel shall retain a settlement administrator for purposes of providing notice and issuing payments to Settlement Class members. The Settlement Fund, plus any interest accrued thereon and net of fees and expenses to be paid to the settlement administrator (other than the costs of notice described in paragraph 12), shall be paid to members of the Class, in accordance with a plan of allocation developed by Lead Counsel and approved by the Court, after the entry of an order and final judgment by the Court granting final approval of the Settlement and either (i) the affirmance of such approval on appeal, or (ii) the expiration of the time to take any further appeal. GFI shall provide or cause to be provided to the settlement administrator, at no cost, stockholder information as maintained by GFI's transfer agent as appropriate for providing notice to the Class, including a list of all GFI common stockholders not excluded from the Class who are stockholders of record from June 30, 2014 through and including the date on which the Court enters an order approving the form of notice and scheduling a final settlement hearing (the "Stockholder Information"). GFI shall also provide a list of persons and entities excluded from the Class by definition (except as to CME-related exclusions, as to which CME shall provide such a list), which shall be provided to the settlement administrator and Lead

Counsel, at no cost, for purposes of ensuring that the Settlement Fund is paid only to eligible Class members. GFI shall provide or cause to be provided, at no cost, to the settlement administrator, (i) a list of all GFI common stockholders not excluded from the Class who tendered shares to BGCP and whose shares were purchased, as reflected on the books and records maintained by the payment agent engaged by GFI in connection with the Tender Offer; and (ii) all GFI common stockholders not excluded from the Class who are stockholders of record as of the record date for the Back-End Mergers. Lead Counsel shall develop a plan of allocation for distribution of the Settlement Fund, subject to Court approval. Other than GFI's obligation to provide the Stockholder Information set forth above in this paragraph 1(b), Defendants shall have no involvement or responsibility for the proposed plan of allocation. Fees and expenses paid to the settlement administrator (other than the costs of notice described in paragraph 12) shall be paid out of the Settlement Fund;

(c) CME hereby terminates the tail period under Article V of the Support Agreement, dated as of July 30, 2014, by and among CME Group Inc., JPI, and New JPI, and each direct or indirect stockholder of GFI Brokers Holdco Ltd.;

(d) Subject to CME's termination of the tail period under Article V of the Support Agreement as provided in paragraph 1(c) above, on December 21, 2015, BGCP and GFI shall enter into a merger agreement in order to effect a

merger involving GFI and BGCP and/or its affiliates, and BGCP and JPI shall enter into a merger agreement in order to effect a merger involving JPI (or its successor in interest) and BGCP and/or its Affiliates, as provided for under Section 5.16 of the BGCP Tender Offer Agreement (such mergers, the “Back-End Mergers”); BGCP and GFI shall consummate the Back-End Mergers no later than January 29, 2016.

2. Within one (1) business day of the execution of this MOU, counsel for the Parties shall inform the Court of the execution of this MOU, shall request that the Court remove the November 2015 trial from the Court’s calendar, and shall request leave of the Court to present the Settlement as soon as practicable.

3. The Parties will attempt in good faith to promptly agree upon an appropriate stipulation of settlement (the “Stipulation”) and such other documentation as may be required in order to obtain final approval by the Court of the Settlement. Such Stipulation shall be executed and submitted to the Court for approval no later than twenty-one (21) calendar days after the date of this MOU. The Stipulation shall expressly provide that, among other things:

(a) 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 alleged wrongful acts, and expressly maintain that they diligently and scrupulously complied with any fiduciary and other legal duties;

(b) Defendants are entering into the Stipulation because the proposed Settlement would eliminate the burden, expense and risk of continued litigation; and

(c) Lead Counsel believe that their claims have merit based on proceedings to date, but recognize that Defendants would continue to assert legal and factual defenses to their claims, and have concluded that the proposed Settlement is fair and adequate and that it is reasonable to pursue the settlement of the Action based upon the procedures outlined herein and the substantial benefits provided to the proposed Class.

4. The Stipulation will further provide for, among other things:

(a) Appropriate certification pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and (b)(2) of a non-opt out class (the “Class”) that will consist of all record holders and beneficial holders of common stock of GFI during the period June 30, 2014 through and including the closing of the Back-End Mergers, and their transferees or successors, and who were alleged to have been damaged due to Defendants’ conduct alleged in the Amended Verified Class Action Complaint (the “Class Period”). Excluded from the Class are (a) Defendants, GFI, and BGCP; (b) all subsidiaries of or affiliates controlled by CME during the Class Period; (c) all subsidiaries and affiliates of JPI, GFI, or BGCP during the Class Period; (d) all Officers (as defined under 17 C.F.R. 240.16a-1(f)),

partners and directors of JPI, GFI, or BGCP during the Class Period; (e) the immediate family members of the Individual Defendants or of any other person who, during the Class Period, was an Officer, partner or director of JPI, GFI, or BGCP; and (f) the respective legal representatives, predecessors, successors in interest or assigns of, or entities or trusts controlled by, any of the foregoing in (a) – (e) above. Defendants will stipulate to certification of the Class for settlement purposes only, to the appointment of Plaintiffs as the Class Representatives, and to the appointment of Lead Counsel as Class Counsel;

(b) The entry of a judgment in appropriate form dismissing the Action with prejudice and, upon the “Effective Date” (as will be defined in the Stipulation) of the Settlement, barring any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues 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 or could have been, or in the future can or might be, asserted 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 Plaintiffs or any member of the Class (collectively, the “Releasing Plaintiff Persons”), whether individual, direct, class,

derivative, representative, legal, equitable, or any other type or in any other capacity, against GFI, Michael Gooch, Colin Heffron, Marisa Cassoni, Frank Fanzilli, Jr., Richard Magee, Nick Brown, CME, Commodore Acquisition Corp., Commodore Acquisition LLC, Cheetah Acquisition Corp., Cheetah Acquisition LLC, Jersey Partners, Inc., New JPI Inc., GFI Brokers Holdco Ltd., Greenhill & Co., LLC, Cantor Fitzgerald, L.P. (“Cantor Fitzgerald”), BGCP and BGCP Acquisition Vehicle, or any of their immediate family members, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors and assigns (collectively, the “Released Defendant Persons”) which have arisen, could have arisen, or hereinafter may arise, that are based on the Class member’s ownership of GFI common stock during the Class Period, and that relate in any manner to the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions or any other matters that were alleged or could have been alleged in the

Pleadings and that relate, directly or indirectly, to any of the following: the GFI Merger Agreement entered into among GFI, CME, Commodore Acquisition Corp. and Commodore Acquisition LLC on July 30, 2014 and any amendment thereto; the JPI Merger Agreement entered into among CME, JPI, New JPI, Cheetah Acquisition Corp., Cheetah Acquisition LLC and other individual signatories on July 30, 2014 and any amendment thereto; the IDB Purchase agreement entered into among CME, JPI, New JPI, Commodore Acquisition LLC, and GFI Brokers Holdco Ltd. on July 30, 2014 and any amendment thereto; the Support Agreement entered into between JPI, New JPI, each stockholder of GFI Brokers Holdco Ltd. and CME on July 30, 2014 and any amendment thereto; the BGCP Tender Offer Agreement entered into between BGCP, BGC Partners, L.P. and GFI on February 19, 2015 and any amendment thereto; the tender offer that was commenced by BGCP on October 22, 2014; the Employment and Bonus Arrangements approved by the GFI board in April and May 2015 and any amendments thereto; the transactions contemplated by any of the foregoing agreements; the Back-End Mergers described in paragraph 1(d); the adequacy and completeness of any disclosure related to any of the foregoing agreements or related transactions; and the actions, inactions, conduct, deliberations, discussion, decisions, votes, or any other conduct related to the foregoing agreements and related transactions (collectively, the “Settled Plaintiff Claims”); provided, however, that the Settled

Plaintiff Claims shall not include (a) any of the federal securities law claims asserted in *Gross v. GFI Group, Inc.*, et al., Case No. 14-CV-9438, pending in the United States District Court for the Southern District of New York (the “*Gross Action*”), for alleged misstatements or omissions made by defendants; (b) any claims solely for statutory appraisal with respect to the GFI Back-End Mergers pursuant to 8 *Del. C.* § 262 by GFI stockholders who properly perfect such claims for appraisal and have not otherwise waived their appraisal rights; or (c) any claims relating to the enforcement of the Settlement.

5. Upon the Effective Date (as will be defined in the Stipulation), the Defendants and all other parties that were named as defendants in the Action will release as against all Plaintiffs in the consolidated action, all other Class Members, and their respective attorneys, and any of their immediate family members, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors and assigns (collectively, the “Released

Plaintiff Persons”) (the “Released Plaintiff Persons” and “Released Defendant Persons” are collectively referred to as the “Released Parties”), all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues, 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 or could have been asserted in any court, tribunal or proceeding (including but not limited to any claims whether arising under federal, state, common or foreign law) that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants, except for claims relating to the enforcement of the settlement (the “Settled Defendant Claims”) (the “Settled Plaintiff Claims” and “Settled Defendant Claims” are collectively referred to as the “Settled Claims”).

6. The Stipulation will include a provision that Plaintiffs and Defendants acknowledge, and the other members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Settled Claims, but that it is the intention of Plaintiffs, Defendants, and by operation of law the intention of the other members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and

dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants acknowledge, and the other members of the Class by operation of law shall be deemed to have acknowledged, that “Unknown Claims” are expressly included in the definition of “Settled Claims,” and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by Plaintiffs and Defendants in entering into this MOU. “Unknown Claims” means any claim that Plaintiffs, Defendants or any member of the Class does not know or suspect exists in his, her or its favor at the time of the release of the Settled Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

7. The Settlement is intended to extinguish all Settled Claims and, consistent with such intentions, the Stipulation will provide that, upon the Effective Date, the Releasing Plaintiff Persons and Released Defendant Persons shall waive their rights to the extent permitted by state law, federal law, foreign law or principle of common law, which may have the effect of limiting the release set forth above. This shall include a waiver by the Releasing Plaintiff Persons and Released Defendant Persons of any rights pursuant to § 1542 of the California

Civil Code (or any similar, comparable or equivalent provision of any federal, state or foreign law, or principle of common law) which provides:

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

The Parties acknowledge, and the other members of the Class shall be deemed by operation of the entry of a final order and judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Plaintiffs and Defendants in entering into the Settlement.

8. This MOU sets forth all of the material terms of the Settlement. As soon as practicable, the Parties intend to memorialize the Settlement through the Stipulation and such other documentation as may be required in order to obtain final approval by the Court of the Settlement and the dismissal of the Action (as provided in paragraphs 3 and 4). Any party may seek the assistance of the Court in enforcing this MOU or facilitating the consummation of the Settlement as provided in this MOU, including if the Parties fail to agree in good faith on the form of the Stipulation or other documentation. The Settlement shall be subject to the approval of the Court and any appeals that may be taken.

9. Pending negotiation, execution and Court approval of the Stipulation, the Parties agree to stay the proceedings in the Action and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself. Plaintiffs shall cooperate, to the extent reasonably necessary, with any efforts by Defendants to prevent, stay or seek dismissal of or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation that may be brought which challenges the Settlement or asserts a Settled Plaintiff Claim.

10. Defendants acknowledge Lead Counsel's right to an award of attorneys' fees and reimbursement of litigation expenses. After execution of this MOU, Lead Counsel and Defendants' counsel shall in good faith negotiate the amount of attorneys' fees and litigation expenses to be awarded to Plaintiffs in the Action, subject to Court approval ("the Fee Award"). If Lead Counsel and Defendants' counsel do not reach agreement on the Fee Award after good-faith negotiations, Plaintiffs and Defendants will engage in mediation in a further attempt to reach agreement on the Fee Award. Absent agreement being reached within thirty (30) days following execution of this MOU, either through negotiations or, failing that, through mediation, Plaintiffs shall make an application to the Court with respect to the Fee Award, the amount of which Defendants may oppose. The amount of any agreed upon Fee Award or application by Lead Counsel for a Fee Award shall be disclosed in the Class Notice. Subject to the

terms and conditions of this MOU and the terms and conditions of the Settlement contemplated hereby, GFI, on behalf of the Individual Defendants, shall pay the full amount of any Fee Award entered by the Court within seven (7) business days upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof; provided however, that the Fee Award will be refunded in whole or in part if a court of competent jurisdiction, in a final non-appealable order, sustains an objection or appeal challenging the payment or amount of the Fee Award in whole or in part, or a collateral attack on the Settlement, in which event Lead Counsel shall make the appropriate refund to GFI within seven (7) business days of the date of the order reducing or vacating the Fee Award becoming final and no longer subject to appeal. No portion of the Fee Award shall come from the Settlement Fund. CME shall not be responsible for any portion of the Fee Award, nor shall CME pay any fees, expenses or damages in connection with Paragraphs 1 or 12. Except as provided herein, the Released Defendant Persons shall bear no other expenses, costs, damages, or fees alleged or incurred by the named Plaintiffs, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives. Final resolution by the Court of the Fee Award shall not be a condition to the dismissal of the Action in accordance with the Stipulation, and the Stipulation shall provide that the Fee Award will be considered separately from the

proposed Settlement of the Action. The failure of the Court to approve any requested Fee Award in whole or in part shall have no effect on the Settlement. The foregoing references to Defendants in this paragraph do not include CME, and CME is relieved from any liability to make any contribution to the Fee Award.

11. The provisions contained in this MOU shall not be deemed a presumption, concession or an admission by Defendants or any Released Defendant Persons of any fault, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, except in connection with any proceeding to enforce the terms of the Settlement.

12. GFI shall be responsible for paying the reasonable costs and expenses related to providing notice of the Settlement to the Class.

13. Plaintiffs and Lead Counsel in the Action represent and warrant that Plaintiffs were stockholders of the Company and have been stockholders at all relevant times and that none of Plaintiffs' claims or causes of action referred to in any complaint in the Action or this MOU, or any claims Plaintiffs could have alleged, have been assigned, encumbered or in any manner transferred in whole or in part.

14. The Stipulation will include a provision that the Court's refusal to approve the Settlement or any material part thereof shall give any Party the right to terminate the Settlement. If the Settlement is not approved, is terminated by any Party, or the Effective Date otherwise fails to occur, the Settlement Fund, including interest earned thereon, shall be refunded to the entity or entities that funded the money within ten (10) business days.

15. Notwithstanding any other provision of this MOU, upon execution of the Stipulation, Defendants, JPI, New JPI, GFI, Cantor Fitzgerald, BGCP and its subsidiaries, and BGCP Acquisition Vehicle shall execute a release of Frank Fanzilli, Jr. and Richard Magee, and Frank Fanzilli, Jr. and Richard Magee shall execute a release of Defendants, JPI, New JPI, GFI, Cantor Fitzgerald, BGCP and its subsidiaries, and BGCP Acquisition Vehicle, from all claims against one another arising out of or relating in any way to the events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matters whatsoever that were alleged or could have been alleged in the Pleadings; provided, however, that neither the foregoing nor any other release under, or any other provision of, this MOU, the Settlement or the Stipulation shall release any (i) contractual rights and/or contractual claims of Messrs. Fanzilli and Magee against any of Defendants (other than CME), GFI, Cantor Fitzgerald, BGCP Acquisition Vehicle, BGCP and its subsidiaries, and any

of their successors and assigns, or (ii) claims of Messrs. Fanzilli and Magee for full or partial indemnification against expense, liability, and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended, and amounts paid or to be paid in settlement) and claims to the advancement of expenses of Messrs. Fanzilli and Magee against any of Defendants (other than CME), GFI, Cantor Fitzgerald, BGCP Acquisition Vehicle, BGCP and its subsidiaries, and any of their successors and assigns, including, without limitation, any claims arising under the Tender Offer Agreement by and among BGCP, BGC Partners L.P., and GFI, dated as of February 19, 2015, the Bylaws of GFI, or the Resolutions relating to advisor fees adopted by GFI's board of directors at a meeting held on January 15, 2014. For the avoidance of doubt, in the event of any conflict regarding the scope of the release provided in paragraph 4(b) and paragraph 15, this paragraph 15 shall control. The releases will be held in escrow by Potter Anderson & Corroon LLP, not to be released or become effective until the Effective Date.

16. In the event the Court does not approve the Settlement, Plaintiffs and their counsel acknowledge and agree in good faith to take all actions necessary to dismiss CME from the Action with prejudice as to Plaintiffs and to implement releases for any Settled Claims as defined herein in paragraphs 4(b) and 5. Further, in the event the Court does not approve the Settlement, the Individual Defendants

and JPI agree to release any Settled Claims, including but not limited to claims for contribution, against CME, its associates, affiliates, representatives or advisors, and CME agrees to release any Settled Claims, including but not limited to claims for contribution, against the Individual Defendants, JPI, their associates, affiliates, representatives or advisors. All other Parties shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the MOU.

17. In entering into this MOU, each of the Parties assume the risk of any mistake of fact or law if he, she, or it should later discover that any fact they relied upon in entering into the Settlement is not true, or that their understanding of the facts or law was incorrect, and in such event he, she, or it shall not be entitled to seek rescission of the Settlement, or otherwise attack the validity of the Settlement, based on any such mistake. The Settlement is intended to be final and binding upon each of the Parties regardless of any mistake of fact or law.

18. This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof, and may not be amended nor any of its provisions waived except by a writing signed by all of the Parties hereto.

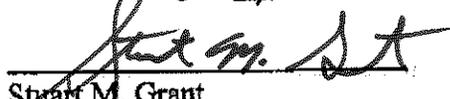
19. Each of the undersigned attorneys affirms that he or she has been duly empowered and authorized to enter into this MOU on behalf of his or her client(s) as identified in connection with any signature hereto.

20. This MOU and the Settlement contemplated by it shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of laws principles.

21. This MOU may be executed in counterparts by facsimile, PDF and electronic mail or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

22. This MOU shall be binding upon and shall inure to the benefit of the Parties and their respective agents, successors, executors, heirs and assigns.

DATED: August 24 2015



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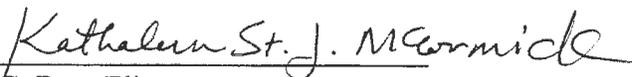
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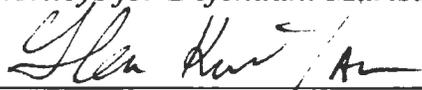
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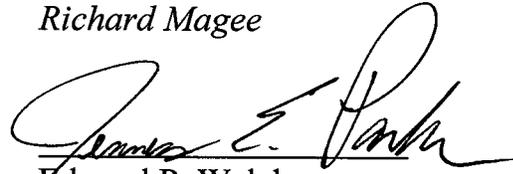
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