



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC.) CONSOLIDATED
STOCKHOLDER LITIGATION) C.A. No. 10136-VCL

**TRANSMITTAL AFFIDAVIT OF JONATHAN M. KASS
IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL
OF PROPOSED SETTLEMENT AND PLAN OF ALLOCATION,
CERTIFICATION OF THE CLASS, AND AN
AWARD OF ATTORNEYS' FEES**

I, Jonathan M. Kass, declare under penalty of perjury as follows:

1. I am an associate at the law firm of Grant & Eisenhofer P.A., Counsel for Plaintiffs Maurene Al-Ammary and Robert Michocki in this action, and am a member in good standing of the Bar of the Supreme Court of the State of Delaware. I submit this affidavit in support of Plaintiffs' Motion for Final Approval of Proposed Settlement and Plan of Allocation, Certification of the Class, and An Award of Attorneys' Fees.

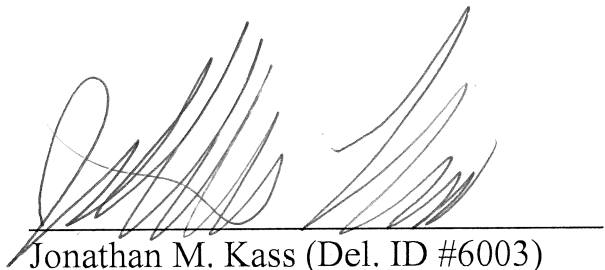
2. A true and correct copy of the following exhibits cited in Plaintiffs' Brief in Support of Motion for Final Approval of Proposed Settlement and Plan of Allocation, Certification of the Class, and An Award of Attorneys' Fees are attached hereto, as follows:

Exhibit	Document Description
A	Affidavit of Mark Lebovitch in Support of Plaintiffs' Application for Attorneys' Fees and Expenses
B	Affidavit of Michael C. Wagner in Support of Plaintiffs' Petition for An Award of Attorneys' Fees and Expenses

C	Affidavit of Kevin H. Davenport in Support of Plaintiffs' Petition for An Award of Attorneys' Fees and Expenses
D	Affidavit of Mary S. Thomas in Support of Plaintiffs' Petition for An Award of Attorneys' Fees and Expenses
E	Affidavit and Verification of Maurene Al Ammary Pursuant to Chancery Court Rule 23
F	Affidavit and Verification of Robert J. Michocki Pursuant to Chancery Court Rule 23
G	Affidavit of Stephanie A. Thurin Regarding Mailing of Notice and Publication of the Summary Notice
H	GFI Group Inc. Form 8-K, dated Aug. 28, 2015
I	Email from Michael Gooch to Mark Pasquale re Corporate Message from Mickey Gooch, dated Dec. 30, 2014 [GFI-MERGER-00010647 – 10648]
J	Email from Michael Gooch to Rod Dingwall re Corporate Message from Mickey Gooch, dated Jan. 2, 2015 [GFI-MERGER-00010677 – 10678]
K	Email from Glenn Kurtz to Tariq Mundiya re Mr. Gooch's Email, dated Jan. 15, 2015 [GFI_SC_0007714 – 7719]
L	Email from Michael Gooch to Alex Ishtikhar re Recent developments re BGC, dated Jan. 8, 2015 [GFI-MERGER-00010731 – 10732]
M	Email from Michael Gooch to Imad El Kahi re Recent developments re BGC, dated Jan. 7, 2015 [GFI-MERGER-00010715 – 10716]
N	Email from Michael Gooch to Gareth Batty re Recent developments re BGC, dated Jan. 8, 2015 [GFI-MERGER-00010740 – 10741]

O	Email from Michael Gooch to multiple parties re Additional Corporate Message from Mickey Gooch, dated Nov. 27, 2014 [GFI-MERGER-00010517 – 10518]
P	Email from Christopher D’Antuono to multiple parties re Jason Zullin, dated Dec. 1, 2014 [GFI_SCSUP_0000073 – 74]
Q	Email from Christopher D’Antuono to Richard Magee, Frank Fanzilli re Jason Zullin, dated Jan. 3, 2015 [GFI_SCSUP_0001958 – 1960]
R	Email from Christopher D’Antuono to Michael Gooch re You may have seen this, dated Dec. 16, 2014 [GFI-MERGER-00011374 – 11375]
S	Email from Michael Gooch to multiple parties re In preparation for Board Call, dated Dec. 16, 2014 [GFI-MERGER-00011376 – 11377]
T	Letter from Glenn Kurtz to Christopher D’Antuono re Special Committee Process, dated Dec. 17, 2014 [GFI_SCSUP_0001499 – 1500]
U	Email from Michael Gooch to Jason Zullin re Good morning, dated Feb. 20, 2015 [GFI-MERGER-00022051]
V	Email from Jacob Kleinman to Michael Elliott, et al. re S-4 Background, dated Dec. 19, 2014 [GFI_SC_0007532 – 7533]
W	Email from Glenn Kurtz to multiple parties re S-4 Background, dated Dec. 19, 2014 [GFI_SC_0007502 – 7505]
X	Email from Michael Gooch to multiple parties re Corporate Message from Mickey Gooch, dated Dec. 29, 2014 [GFI-MERGER-00010516]
Y	Email from Glenn Kurtz to Christopher D’Antuono, et al. re Board Meeting Needed Right Away, dated Jan. 18, 2015 [GFI_SC_0007445 – 7452]


Z	Email from Frank Fanzilli to multiple parties re Letter to the Board, dated Jan. 31, 2015 [GFI_SC_0007668 – 7669]
AA	Excerpts of February 6, 2015 GFI Hearing transcript
BB	Letter from William M. Lafferty, Esq. to Vice Chancellor Laster, dated June 2, 2015
CC	Letter from Mary S. Thomas, Esq. to Vice Chancellor Laster, dated May 29, 2015



Jonathan M. Kass (Del. ID #6003)
 GRANT & EISENHOFER P.A.
 123 Justison Street
 Wilmington, DE 19801
 Tel: (302) 622-7000
 Fax: (302) 622-7100

Counsel for Plaintiffs

SWORN TO AND SUBSCRIBED:
 before me this 9th day of November, 2015.



 Notary Public
 My commission expires: 10/24/2016

RITA McKEON
 Notary Public - State of Delaware
 My Commission Expires Oct. 24, 2016

Exhibit A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC.) CONSOLIDATED
STOCKHOLDER LITIGATION) C.A. No. 10136-VCL

**AFFIDAVIT OF MARK LEBOVITCH IN SUPPORT OF PLAINTIFFS’
APPLICATION FOR ATTORNEYS’ FEES AND EXPENSES**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Mark Lebovitch, being duly sworn, deposes and says:

1. I am a partner of Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”), Plaintiffs’ Co-Lead Counsel in the above-captioned stockholder litigation (the “Action”). I have actively participated in all phases of the prosecution of the Action.

2. I respectfully submit this affidavit in support of the joint application of my firm and the other Co-Lead Counsel in this Action for an award of attorneys’ fees and expenses.

3. From the commencement of the Action through February 19, 2015, BLB&G attorneys and support staff dedicated 1,767.25 hours to the prosecution of the Action. The hourly rates shown below are the usual and customary rates charged for each individual in our cases. A breakdown of the lodestar for that period is as follows:

Timekeeper	Hours Inception – Feb. 19, 2015	Hourly Rate	Lodestar
Partner			
Mark Lebovitch	159.75	\$775.00	\$123,806.25
David Wales	200.50	\$800.00	\$160,400.00
Jeroen van Kwawegen	22.00	\$650.00	\$14,300.00
Associates			
John Mills	2.75	\$550.00	\$1,512.50
Edward Timlin	504.25	\$450.00	\$226,912.50
John Vielandi	123.75	\$400.00	\$49,500.00
Staff Attorneys			
Addison F. Golladay	155.25	\$375.00	\$58,218.75
Abbie Rea	131.50	\$340.00	\$44,710.00
Alex Hood	29.75	\$340.00	\$10,115.00
Lewis Smith	240	\$340.00	\$81,600.00
Paralegal			
Kenneth Cardwell	52.25	\$310.00	\$16,197.50
Litigation Support			
Andrea R. Webster	16.75	310.00	\$5,192.50
Andy Alcindor	19.00	\$285.00	\$5,415.00
Babatunde Pedro	102.00	\$275.00	\$28,050.00
Jessica M. Wilson	7.75	\$275.00	\$2,131.25
TOTAL	1,767.25		\$828,061.25

4. From February 20, 2015 through September 17, 2015, the date the settlement stipulation was filed, BLB&G attorneys and support staff dedicated 715.75 hours to the prosecution of the Action. The hourly rates shown below are

the usual and customary rates charged for each individual in our cases. A breakdown of the lodestar for that period is as follows:

Timekeeper	Hours Feb. 20, 2015 – Sept. 17, 2015	Hourly Rate	Lodestar
Partner			
Max Berger	9.50	\$975.00	\$9,262.50
Mark Lebovitch	147.75	\$775.00	\$114,506.25
David Wales	63.25	\$800.00	\$50,600.00
Senior Counsel			
Joseph Cohen	22.75	\$700.00	\$15,925.00
Associates			
John Mills	94.25	\$550.00	\$62,425.00
Edward Timlin	157.75	\$450.00	\$70,987.50
John Vielandi	35.00	\$400.00	\$14,000.00
Staff Attorneys			
Addison F. Golladay	61.50	\$375.00	\$23,062.50
Abbie Rea	13.50	\$340.00	\$4,590.00
Lewis Smith	45.75	\$340.00	\$15,555.00
Paralegal			
Kenneth Cardwell	21.00	\$310.00	\$6,510.00
Litigation Support			
Andrea R. Webster	5.00	310.00	\$1,550.00
Andy Alcindor	1.00	\$285.00	\$285.00
Babatunde Pedro	26.00	\$275.00	\$7,150.00
Jessica M. Wilson	11.75	\$275.00	\$3,231.25
TOTAL	715.75		\$399,640.00

5. BLB&G had a total of 2,483 hours during both periods and total lodestar amount for attorney, paralegal and support staff time based on the firm's rates of \$1,227,701.25.

6. During the course of the Action, BLB&G incurred and disbursed \$18,683.76 in expenses necessary to the prosecution of the Action through September 17, 2015 to various vendors. These expenses are broken down as follows:

DISBURSEMENT	TOTAL
On Line Legal Research	\$1,749.15
On Line Factual Research	\$846.06
Telephone	\$270.10
Local Transportation	\$2,904.60
Postage & Express Mail	\$872.26
Internal Copying	\$25.50
Out of Town Travel	\$3,187.25
Outside Copying	\$1,114.48
Working Meals	\$831.96
Special Publications	\$35.00
Staff Overtime	\$76.65
Court Reporting	\$6,770.75
TOTAL:	\$18,683.76

7. BLB&G expenses pertaining to this case are reflected in the books and records of the firm. These books and records are prepared from invoices, bills, expense vouchers, and check records kept in the normal course of business.

8. I respectfully request that the Court award the attorneys' fees and expense reimbursement requested.


I declare under penalty of perjury and under the laws of the State of Delaware
that the foregoing is true and correct.

Executed on November 9, 2015



MARK LEBOVITCH

Sworn to and subscribed before me
this 9th day of November, 2015



NOTARY PUBLIC

JOHN J. VIELANDI
Notary Public - State of New York
No : 02V16325977
Qualified in Westchester County
My Commission Expires 06/08/2019

Exhibit B

4. The hourly rates for the attorneys and professional support staff of my firm included in Exhibit 1 have been accepted in other shareholder litigation.

5. The total number of hours expended on this litigation by my firm through September 17, 2015, the date of the execution of the Stipulation and Agreement of Settlement, is 1,987.45 hours, with a value of \$1,050,682.50 at applicable hourly rates. The total number of hours expended on this litigation by my firm through August 24, 2015, the date of the execution of the Memorandum of Understanding, is 1,972.90 hours, with a value of \$1,040,302.50 at applicable hourly rates. The total number of hours expended on this litigation by my firm through February 19, 2015, the date of the tender offer agreement between GFI Group Inc. and BGC Partners, Inc., is 1,538.10 hours, with a value of \$802,216.25 at applicable hourly rates.

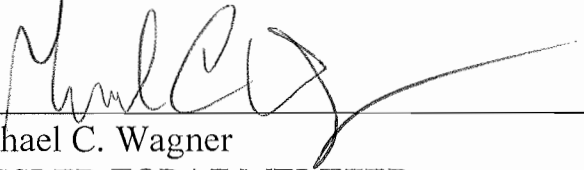
6. In addition, as detailed in Exhibit 2, during the course of this Action, KTMC incurred and disbursed \$57,861.01 in expenses necessary to the prosecution of the Action through October 30, 2015.

7. KTMC's expenses pertaining to this Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and are an accurate record of the expenses incurred.

8. From prior cases, the Court is familiar with the standing of my firm


and the attorneys in my firm who were principally involved in this litigation.

I state under penalty of perjury and under the laws of the State of Delaware that the foregoing is true and correct. Executed this 9th day of November, 2015, at Radnor, Pennsylvania.



Michael C. Wagner
KESSLER TOPAZ MELTZER
& CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Tel: 610-667-7706
Fax: 610-667-7056

SWORN TO AND SUBSCRIBED before me this 9th day of November, 2015.



Notary Public
My Commission Expires: 6/13/16

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Johanna M. Yemm, Notary Public
Radnor Twp., Delaware County
My Commission Expires June 13, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT 1

IN RE GFI GROUP INC. STOCKHOLDER LITIGATION
Cons. C.A. No. 10136-VCL

KESSLER TOPAZ MELTZER & CHECK, LLP- TIME REPORT

Name / Designation	HOURLY RATE	Inception through 02/19/15 HOURS	Inception through 02/19/15 AMOUNT	Inception through 08/24/15 HOURS	Inception through 08/24/15 AMOUNT	Inception through 09/17/15 HOURS	Inception through 09/17/15 AMOUNT
PARTNERS							
Albert, Daniel	\$700.00	126.00	\$88,200.00	145.50	\$101,850.00	145.50	\$101,850.00
Rudy, Lee	\$825.00	27.00	\$22,275.00	28.00	\$23,100.00	28.00	\$23,100.00
Topaz, Marc A.	\$850.00	60.35	\$51,297.50	65.90	\$56,015.00	66.45	\$56,482.50
Wagner, Michael	\$725.00	298.75	\$216,593.75	461.50	\$334,587.50	475.00	\$344,375.00
ASSOCIATES							
Heifitz, Leah	\$450.00	368.75	\$165,937.50	373.75	\$168,187.50	373.75	\$168,187.50
Reliford, Justin O.	\$500.00	225.00	\$112,500.00	333.50	\$166,750.00	333.50	\$166,750.00
STAFF ATTORNEYS							
Benedict, Matthew C.	\$350.00	229.50	\$80,325.00	265.00	\$92,750.00	265.00	\$92,750.00
Guynn, John Derek	\$350.00	144.00	\$50,400.00	221.25	\$77,437.50	221.25	\$77,437.50
PARALEGALS							
Conicello, Johanna M.	\$250.00	48.50	\$12,125.00	68.25	\$17,062.50	68.75	\$17,187.50
McGinnis, Christopher	\$250.00	10.25	\$2,562.50	10.25	\$2,562.50	10.25	\$2,562.50
TOTALS:		1,538.10	\$802,216.25	1,972.90	\$1,040,302.50	1,987.45	\$1,050,682.50

EXHIBIT 2

IN RE GFI GROUP INC. STOCKHOLDER LITIGATION

Cons. C.A. No. 10136-VCL

KESSLER TOPAZ MELTZER & CHECK, LLP

EXPENSE REPORT

Expense Description	FINAL 10/30/2015
Messenger, Courier & Overnight Mail	762.70
External Reproduction Costs	403.49
Meals, Hotels & Transportation	12,080.65
Research	3,879.62
Expert	38,482.75
Internal Reproduction Costs (22,518 @ 10¢)	2,251.80
TOTAL:	\$ 57,861.01

Exhibit C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re GFI GROUP INC. STOCKHOLDER LITIGATION))	CONSOLIDATED C.A. No. 10136-VCL
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**AFFIDAVIT OF KEVIN H. DAVENPORT IN SUPPORT
OF PLAINTIFFS' PETITION FOR AN AWARD OF
ATTORNEYS' FEES AND EXPENSES**

STATE OF DELAWARE)
 : SS.:
NEW CASTLE COUNTY)

I, Kevin H. Davenport, being duly sworn, do hereby depose and say:

1. I am a member of the Delaware bar and an associate of the law firm, Prickett, Jones & Elliott, P.A. ("Prickett Jones" or the "Firm").

2. Prickett Jones represented Plaintiffs in the above-referenced action. The representation was undertaken on a fully contingent basis.

3. From the commencement of this action through February 19, 2015 (the date BGC Partners, Inc. and GFI Group Inc. entered into the Tender Offer Agreement), attorneys at Prickett Jones dedicated 700.80 hours to the prosecution of the action. A breakdown of those hours and current hourly billing rates is as follows:

Timekeeper	Hours through February 19, 2015	Rate	Value at applicable hourly rate through February 19, 2015
Michael Hanrahan	284.10	\$870.00	\$247,167.00
Elizabeth M. McGeever	2.00	\$750.00	\$ 1,500.00
Paul A. Fioravanti, Jr.	90.00	\$700.00	\$ 63,000.00
Kevin H. Davenport	258.00	\$450.00	\$116,100.00

Eric J. Juray	3.20	\$350.00	\$ 1,120.00
John G. Day	10.70	\$275.00	\$ 2,942.50
Patrick W. Flavin	52.80	\$300.00	\$ 15,840.00
TOTAL	700.80		\$447,669.50

4. Based on the accounting records of the Firm, attorneys at Prickett Jones worked 194.80 hours on this matter from February 20, 2015 through September 17, 2015 (the date that the parties entered the Stipulation of Settlement).

A breakdown of those hours at current hourly billing rates is as follows:

Timekeeper	Hours through Sept. 17, 2015	Rate	Value at applicable hourly rate through Sept. 17, 2015
Michael Hanrahan	51.30	\$870.00	\$ 44,631.00
Paul A. Fioravanti	28.50	\$700.00	\$ 19,950.00
Kevin H. Davenport	115.00	\$450.00	\$ 51,750.00
TOTAL	194.80		\$116,331.00

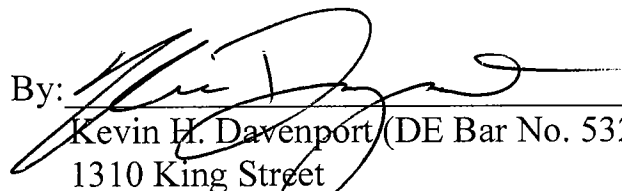
5. From the commencement of this action through September 17, 2015, Prickett Jones incurred and disbursed \$61,859.56 in expenses necessary to the prosecution of the action. These expenses are as follows:

Expense Category	Cost
Court Costs and Fees	\$ 2,190.50
Deposition and Hearing Transcripts	\$ 291.50
Expert Witness Fees	\$ 51,155.40
Secretary of State Recording, Filing & Research Charges	\$ 268.00
Legal Research Charges	\$ 3,193.73
Travel and Related Expenses	\$ 1,423.70
Courier/Messenger Services	\$ 128.72
Teleconference Service Charges	\$ 338.21
Document Reproduction	\$ 2,869.80
	\$61,859.56

6. Prickett Jones' expenses pertaining to this case are reflected in the books and records of the Firm. These books and records are prepared from invoices, bills, expense vouchers and check records, kept in the normal course of business.

I declare under penalty of perjury and under the laws of the State of Delaware that the foregoing is true and correct.

PRICKETT, JONES & ELLIOTT, P.A.

By: 
Kevin H. Davenport (DE Bar No. 5327)
1310 King Street
Wilmington, Delaware 19801
(302) 888-6500
Attorneys for Plaintiff

Dated: November 9, 2015

SWORN TO AND SUBSCRIBED before me this 9th day of November, 2015.

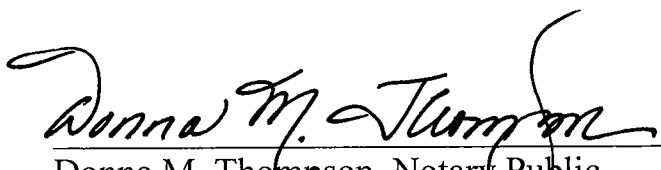

Donna M. Thompson, Notary Public
State of Delaware, New Castle County
My Commission Expires: 11/14/2017



Exhibit D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re GFI GROUP INC. STOCKHOLDER LITIGATION))	CONSOLIDATED C.A. No. 10136-VCL
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**AFFIDAVIT OF MARY S. THOMAS IN SUPPORT
OF PLAINTIFFS' PETITION FOR AN AWARD OF
ATTORNEYS' FEES AND EXPENSES**

STATE OF DELAWARE)
 : SS.:
NEW CASTLE COUNTY)

I, Mary S. Thomas, being duly sworn, do hereby depose and say:

1. I am a member of the Delaware bar and a Director with the law firm, Grant & Eisenhofer P.A. ("Grant & Eisenhofer" or the "Firm").
2. Grant & Eisenhofer represented Plaintiffs in the above-referenced action. The representation was undertaken on a fully contingent basis.
3. The hours worked by Grant & Eisenhofer are recorded in time records kept by the firm, and they are an accurate record of the time expended by Grant & Eisenhofer.
4. From the commencement of this action through February 19, 2015 (the date the Board approved the BGC Tender Offer), attorneys and paralegals at Grant & Eisenhofer dedicated 1,763.40 hours to the prosecution of the action. A breakdown of those hours and current hourly billing rates is as follows:

Timekeeper	Hours through February 19, 2015	Rate	Value at applicable hourly rate through February 19, 2015
Stuart M. Grant	32.30	\$995.00	\$32,138.50
Megan D. McIntyre	2.10	\$875.00	\$1,837.50
Mary Thomas	417.00	\$725.00	\$302,325.00
Brenda Szydlo	377.00	\$680.00	\$256,360.00
Michael Manuel	1.50	\$495.00	\$742.50
David Haendler	118.90	\$495.00	\$58,855.50
Caitlin Moyna	366.50	\$625.00	\$229,062.50
Jonathan Kass	88.50	\$625.00	\$55,312.50
Jennifer A. Williams	30.90	\$400.00	\$12,360.00
Rebecca Musarra	2.10	\$425.00	\$892.50
Justin Brooks	9.70	\$425.00	\$4,122.50
Michael Gallagher	25.50	\$410.00	\$10,455.00
Ronald E. Wittman	219.50	\$200.00	\$43,900.00
Robyn Finnimore-Pierce	56.50	\$200.00	\$11,300.00
Meghan Leyh	7.80	\$200.00	\$1,560.00
Cathy Aldinger	0.4	\$200.00	\$80.00
Larry Silvestro	1.5	\$200.00	\$300.00
Carolynn A. Nevers	5.70	\$240.00	\$1,368.00
TOTAL	1,763.40		\$1,022,972.00

5. Attorneys and paralegals at Grant & Eisenhofer worked 560.20 hours on this matter from February 20, 2015 through September 17, 2015 (the date that the parties entered the Stipulation of Settlement). A breakdown of those hours at current hourly billing rates is as follows:

Timekeeper	Hours through Sept. 17, 2015	Rate	Value at applicable hourly rate through Sept. 17, 2015
Stuart M. Grant	31.6	\$995.00	\$31,442.00
Mary Thomas	167.40	\$775.00	\$121,365.00
Brenda Szydlo	4.70	\$680.00	\$3,196.00
Caitlin Moyna	11.50	\$625.00	\$7,187.50
Jonathan Kass	242.00	\$625.00	\$151,250.00
Jennifer A. Williams	0.10	\$400.00	\$40.00
Ronald E. Wittman	91.70	\$200.00	\$18,340.00
Robyn Finnemore-Pierce	9.70	\$200.00	\$1,940.00
Cathy Aldinger	1.20	\$200.00	\$240.00
Carolynn A. Nevers	0.30	\$240.00	\$720.00
TOTAL	560.20		\$335,072.50

6. From the commencement of this action through August 24, 2015, Grant & Eisenhofer incurred and disbursed \$35,389.22 in expenses necessary to the prosecution of the action. These expenses are as follows:

Expense Category	Cost
Court Costs and Fees	\$ 10,421.81
Deposition and Hearing Transcripts	\$ 291.50
Secretary of State Recording, Filing & Research Charges	\$ 75.00
Legal Research Charges	\$ 3,868.67
Travel and Related Expenses	\$ 2,626.93
Courier/Messenger Services/Service Fees	\$ 764.10
Teleconference Service Charges	\$ 238.76
Document Reproduction	\$ 17,102.45
	\$35,389.22


7. From February 20, 2015, through September 17, 2015, Grant & Eisenhofer incurred and disbursed \$11,954.94 in expenses necessary to the prosecution of the action. These expenses are as follows:

Expense Category	Cost
Court Costs and Fees	\$ 3,464.50
Legal Research Charges	\$ 1,370.36
Travel and Related Expenses	\$ 3,226.75
Courier/Messenger Services/Service Fees	\$573.72
Document Reproduction	\$2,781.80
Teleconference Service Charges	\$537.81
	\$11,954.94

8. Grant & Eisenhofer's expenses pertaining to this case are reflected in the books and records of the firm. These books and records are prepared from invoices, bills, expense vouchers and check records, kept in the normal course of business.

I declare under penalty of perjury and under the laws of the State of Delaware that the foregoing is true and correct.

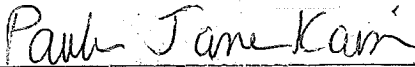
GRANT & EISENHOFER P.A.

By: 
Mary S. Thomas (DE #5072)
Grant & Eisenhofer P.A.
123 Justison Street
Wilmington, DE 19801

Attorneys for Plaintiffs

Dated: November 9, 2015

SWORN TO AND SUBSCRIBED before me this 9th day of November, 2015.



PAULA JANE KAISER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires September 20, 2015

Exhibit E

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re GFI GROUP INC. STOCKHOLDER) CONSOLIDATED
LITIGATION) C.A. No. 10136-VCL

**AFFIDAVIT AND VERIFICATION OF MAURENE AL AMMARY
PURSUANT TO CHANCERY COURT RULE 23**

STATE OF FLORIDA)
) :SS.
COUNTY OF MARION)

Maurene Al Ammary, being duly sworn, deposes and says:

1. I am one of the Plaintiffs in the above-captioned class action (the “Action”), and was an owner of common stock of GFI Group Inc. (“GFI”) during all relevant times through the February 2015 closing of the tender offer for GFI by BGC Partners. I submit this affidavit in accordance with the requirements of Court of Chancery Rule 23(aa) and (e) in support of final approval of the Settlement and the application for an award of attorneys’ fees and reimbursement of expenses made by Co-Lead Counsel in this Action.

2. I am over twenty-one years of age, and am fully competent to make the statements contained in this Affidavit.

3. I have not received, been promised or offered, and I will not accept, any form of compensation, directly or indirectly, for prosecuting or serving as a representative party in this Action except for (i) such damages or other relief as the Court may award me as a member of the stockholder class, (ii) such fees, costs or

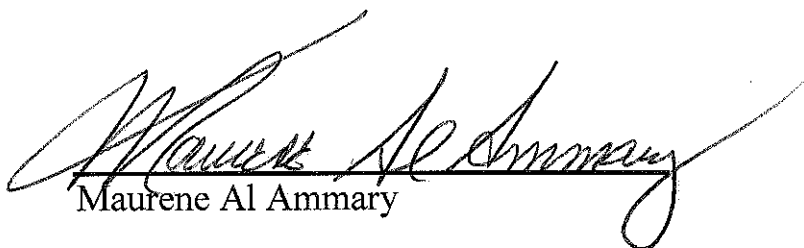
other payment as the Court expressly approves to be paid to or on behalf of me; or (iii) reimbursement, paid by my attorneys, of actual and reasonable out-of-pocket expenditures incurred in connection with the prosecution of this Action.

4. I have supervised and monitored this Action by means of periodic reports of all material developments from my counsel, The Weiser Law Firm, P.C. and Bernstein Litowitz Berger & Grossman LLP. I gave meaningful and substantive review to the terms of the Settlement of this Action.

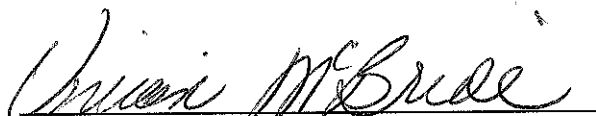
5. I endorse the Settlement and recommend its approval by this Court. I believe the Settlement is a fair and reasonable resolution of the issues which would have been presented at trial of this Action.

I hereby affirm under penalty of perjury that the foregoing is true and correct.

Executed November 5, 2015.


Maureen Al Ammary

SWORN TO AND SUBSCRIBED
before me this 5 day of November,
2015.


Notary Public

Vivian McBride

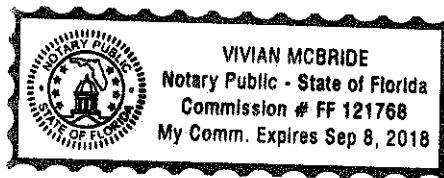


Exhibit F

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re GFI GROUP INC. STOCKHOLDER) CONSOLIDATED
LITIGATION) C.A. No. 10136-VCL

**AFFIDAVIT AND VERIFICATION OF ROBERT J. MICHOCKI
PURSUANT TO CHANCERY COURT RULE 23**

STATE OF MARYLAND)
) :SS.
COUNTY OF HARFORD)

Robert J. Michocki, being duly sworn, deposes and says:

1. I am one of the Plaintiffs in the above-captioned class action (the “Action”), and was an owner of common stock of GFI Group Inc. (“GFI”) during all relevant times through the February 2015 closing of the tender offer for GFI by BGC Partners. I submit this affidavit in accordance with the requirements of Court of Chancery Rule 23(aa) and (e) in support of final approval of the Settlement and the application for an award of attorneys’ fees and reimbursement of expenses made by Co-Lead Counsel in this Action.

2. I am over twenty-one years of age, and am fully competent to make the statements contained in this Affidavit.

3. I have not received, been promised or offered, and I will not accept, any form of compensation, directly or indirectly, for prosecuting or serving as a representative party in this Action except for (i) such damages or other relief as the Court may award me as a member of the stockholder class, (ii) such fees, costs or


other payment as the Court expressly approves to be paid to or on behalf of me; or (iii) reimbursement, paid by my attorneys, of actual and reasonable out-of-pocket expenditures incurred in connection with the prosecution of this Action.

4. I have supervised and monitored this Action by means of periodic reports of all material developments from my counsel, Kessler Topaz Meltzer & Check, LLP and Brower Piven, P.C. I gave meaningful and substantive review to the terms of the Settlement of this Action.

5. I endorse the Settlement and recommend its approval by this Court. I believe the Settlement is a fair and reasonable resolution of the issues which would have been presented at trial of this Action.

I hereby affirm under penalty of perjury that the foregoing is true and correct.

Executed November 4th, 2015.


Robert J. Michocki

SWORN TO AND SUBSCRIBED
before me this 4th day of November,
2015

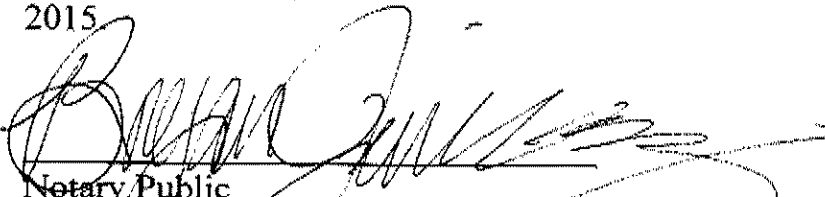


Notary Public




Exhibit G

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC.)	
STOCKHOLDER LITIGATION)	CONSOLIDATED
)	C.A. No. 10136-VCL

**AFFIDAVIT OF STEPHANIE A. THURIN REGARDING MAILING OF
NOTICE AND PUBLICATION OF THE SUMMARY NOTICE**

STATE OF OREGON)	
)	ss.
COUNTY OF WASHINGTON)	

Stephanie A. Thurin, being duly sworn, deposes and says:

1. I am a Project Manager with Epiq Class Action & Claims Solutions, Inc., the class action division of Epiq Systems, Inc. (“Epiq”). Pursuant to the Court’s September 22, 2015 Scheduling Order, Epiq was authorized to act as the Settlement Administrator in connection with the *In re GFI Group Inc. Stockholder Litigation*, Consolidated C.A. No. 10136-VCL (the “Action”).¹ The following statements are based on my personal knowledge and information provided by other Epiq employees working under my supervision, and if called on to do so, I could and would testify competently thereto.

¹Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Stipulation and Agreement of Settlement dated September 17, 2015 (the “Stipulation”).

THE NOTICE MAILING

2. Pursuant to paragraph 6(b) of the Scheduling Order, Epiq mailed the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”) to potential Class Members. A copy of the Notice is attached hereto as Exhibit A.

3. On October 2, 2015, Epiq received two (2) excel files from Co-Lead Counsel forwarded from Wachtell, Lipton, Rosen & Katz, counsel for GFI Group Inc. (“GFI”), containing (i) a list of GFI record holders during the Class Period through the entry of the Scheduling Order; and (ii) a list of individuals and entities excluded from the Class. Epiq extracted the names and addresses set forth on the stockholder lists and after de-duplication identified 31 unique names and addresses of potential Class Members. Epiq formatted the Notice and caused it to be printed, personalized with the name and address of each potential Class Member, posted for first-class mail, postage prepaid, and mailed to these 31 potential Class Members on October 13, 2015.

4. As in most class actions of this nature, the large majority of potential Class Members are expected to be beneficial purchasers whose securities are held in “street name” – *i.e.*, the securities are purchased by brokerage firms, banks, institutions and other third-party nominees in the name of the nominee, on behalf of the beneficial purchasers. Epiq maintains and updates an internal list of the largest

and most common banks, brokers and other nominees. At the time of the initial mailing, Epiq's internal broker list contained 1,636 mailing records. On October 13, 2015, Epiq caused additional Notices to be mailed to the 1,636 mailing records contained in its internal broker list.

5. In total, 1,667 copies of the Notices were mailed to potential Class Members and nominees by first-class mail on October 13, 2015.

6. The Notice directed those who held shares of GFI common stock during the Class Period as a record holder for the beneficial interest of persons or organizations other than themselves to either (i) request within seven (7) calendar days of receipt of the Notice additional copies of the Notice for such beneficial owners from the Settlement Administrator, and send a copy of the Notice to such beneficial owners within seven (7) calendar days after such nominees' receipt of the additional copies of the Notice, or (ii) provide to Epiq the names and addresses of such beneficial owners within seven (7) calendar days after such nominees' receipt of the Notice.

7. Epiq has received requests from nominees for additional unaddressed copies of the Notice and for additional Notices to be mailed directly to potential Class Members identified by the nominees. Through November 9, 2015, Epiq mailed an additional 3,237 Notices either directly to potential Class Members or to nominees who requested Notices to forward to their customers. Each of the requests

was responded to in a timely manner and Epiq will continue to timely respond to any additional requests received.

8. As of November 9, 2015, an aggregate of 4,904 Notices have been disseminated to potential Class Members and nominees by first-class mail. In addition, Epiq has re-mailed three (3) Notices to persons whose original mailing was returned by the U.S. Postal Service and for whom an updated address was provided to Epiq by the Postal Service.

PUBLICATION OF THE SUMMARY NOTICE

9. Pursuant to paragraph 6(d) of the Scheduling Order, Epiq caused the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (“Summary Notice”) to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire* on October 26, 2015. Attached as Exhibit B is a Confirmation of Publication attesting to the publication of the Summary Notice in *Investor’s Business Daily* and the transmission of the Summary Notice over the *PR Newswire*, along with screen shots attesting to the both the publication and transmission.

CALL CENTER SERVICES

10. Epiq reserved a toll-free telephone number for the Settlement, (888) 722-0627, and published that toll-free number in the Notice, the Summary Notice, and on the Settlement website.

11. The toll-free number connects callers with an Interactive Voice Recording (“IVR”). The IVR provides callers with pre-recorded information, including a brief summary about the Action and the option to request a copy of the Notice. The toll-free telephone line with pre-recorded information is available 24 hours a day, 7 days a week.

12. Epiq made the IVR available on October 13, 2015, the same date Epiq initiated the mailing of the Notice.

13. In addition, Monday through Friday from 9:00 a.m. to 9:00 p.m. Eastern Time (excluding official holidays), callers are able to speak to a live operator regarding the status of the Settlement and/or obtain answers to questions they may have regarding the Settlement. During other hours, callers may leave a message for an agent to call them back.

SETTLEMENT WEBSITE

14. Epiq established and is maintaining a website dedicated to this Settlement, www.GFISStockholderLitigation.com, to provide additional information to Class Members. Users of the Settlement website can download copies of the Notice, the Scheduling Order, the Stipulation, and the Amended Complaint. The web address was set forth in the mailed Notice and the published Summary Notice. The Settlement website was operational beginning on October 13, 2015, and is

accessible 24 hours a day, 7 days a week. Epiq will continue operating, maintaining and, as appropriate, updating the website until the conclusion of this administration.

I declare under penalty of perjury under the laws of the State of Delaware that the foregoing is true and correct.

Executed on November 9, 2015.



Stephanie A. Thurin

Sworn to and subscribed before me this 9th day of November, 2015


NOTARY PUBLIC

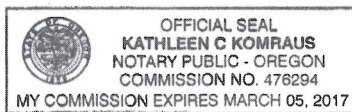


EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC.
STOCKHOLDER LITIGATION

) CONSOLIDATED
) C.A. No. 10136-VCL

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

The Court of Chancery of the State of Delaware authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned consolidated stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”), if you held common stock of GFI Group, Inc. (“GFI”) at any time during the period June 30, 2014 through and including the closing of the Back-End Mergers (defined in ¶ 19(c) below).

NOTICE OF SETTLEMENT: Please also be advised that plaintiffs Maurene L. Al Ammary and Robert Michocki (collectively, “Plaintiffs”), on behalf of themselves individually and on behalf of each member of the Class (defined in ¶ 18 below), have reached a proposed settlement of the Action (the “Settlement”) that provides for a cash payment of \$10,750,000 and various additional corporate benefits for the benefit of the Class described in ¶ 19 below.

PLEASE READ THE NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement, including the possible receipt of cash from the Settlement.¹

If you are a nominee who held GFI common stock for the benefit of another, please read the section below entitled “NOTICE TO NOMINEES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.” Members of the Class are referred to in this Notice as “Class Members.”

The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
NO ACTION IS NECESSARY IN ORDER FOR ELIGIBLE CLASS MEMBERS TO RECEIVE A PAYMENT.	If you (i) held shares of GFI common stock that were tendered into and cashed out in the BGCP Tender Offer (defined in ¶ 11 below), or (ii) hold shares of GFI common stock that are cashed out in the Back-End Mergers (defined in ¶ 19(c) below), you are eligible to receive a <i>pro rata</i> payment from the Settlement pursuant to the proposed Plan of Allocation set forth in ¶ 24 below. Eligible Class Members <u>do not</u> need to submit a claim form or take any other action in order to receive a payment from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. See ¶¶ 25-28 below for further discussion.
YOU MAY OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 14, 2015.	You have the right, if you do not like the proposed Settlement, Plan of Allocation, or Lead Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, to write to the Court and explain why you do not like it/them.
YOU MAY GO TO A HEARING ON NOVEMBER 24, 2015 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 14, 2015.	Filing a written objection and notice of intention to appear that is received by November 14, 2015, allows you to speak in Court, at the discretion of the Court, about your objection. You may, but you do not have to, attend the hearing. The Court will consider the objection whether or not you attend.

¹Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated September 17, 2015 (the “Stipulation”), entered into by and among (a) Plaintiffs, on behalf of themselves individually and on behalf of each member of the Class; (b) defendants Michael Gooch (“Gooch”), Colin Heffron (“Heffron”), and Marisa Cassoni (“Cassoni,” and together with Gooch and Heffron, the “Individual Defendants”), Jersey Partners, Inc. (“JPI”), and CME Group, Inc. (“CME,” and together with the Individual Defendants and JPI, the “Defendants”); (c) former defendants GFI Brokers Holdco Ltd. (“GFIB”), New JPI Inc. (“New JPI”), Commodore Acquisition Corp. (“Commodore Corp.”), Commodore Acquisition LLC (“Commodore LLC”), Cheetah Acquisition Corp. (“Cheetah Corp.”), Cheetah Acquisition LLC (“Cheetah LLC”), Nick Brown (“Brown”), Frank Fanzilli, Jr. (“Fanzilli”) and Richard Magee (“Magee”) (collectively, the “Former Defendants”); and (d) non-parties GFI and BGC Partners, Inc. (“BGCP”). A copy of the Stipulation is available at www.GFISTockholderLitigation.com.

WHAT THIS NOTICE CONTAINS

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What Are The Terms Of The Settlement?.....	Page 4
What Are Plaintiffs’ Reasons For The Settlement?.....	Page 5
How Much Will My Payment Be?	Page 5
How Will I Receive My Payment From The Settlement?.....	Page 7
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?.....	Page 7
What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?	Page 9
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing?	Page 9
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Notice To Nominees Holding Record Ownership On Behalf of Others.....	Page 11

WHY DID I GET THIS NOTICE?

1. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have held shares of GFI common stock during the period June 30, 2014 through and including the closing of the Back-End Mergers (the “Class Period”). The Court directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights.

2. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the Class Members. In the Action, the Court has directed that the Plaintiffs and Lead Counsel (defined in ¶ 7 below) shall have primary responsibility for prosecuting all claims against Defendants on behalf of all Class Members.

3. The court in charge of this case is the Court of Chancery of the State of Delaware, and the case is known as *In re GFI Group Inc. Stockholder Litigation*, Consolidated C.A. No. 10136-VCL. The judge presiding over this case is Vice Chancellor J. Travis Laster. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, Plaintiffs, on behalf of themselves and the Class, are suing Defendants Gooch, Heffron, Cassoni, JPI, and CME. If the Settlement is approved, it will resolve all claims asserted against Defendants in the Action, and will bring the Action to an end.

4. The purpose of this Notice is to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the application by Lead Counsel for an award of attorneys’ fees and reimbursement of litigation expenses (the “Settlement Hearing”). See ¶ 33 below for details about the Settlement Hearing, including the date and location of the hearing.

5. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, the settlement administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTling PARTIES.

6. Between September 3, 2014 and September 25, 2014, five actions were filed in the Court by GFI stockholders alleging, among other things, that GFI's board of directors, and 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.

7. On October 6, 2014, the Court entered a stipulated Order Re Consolidation and Leadership, consolidating the foregoing actions into the Action and appointing Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer P.A., and Kessler Topaz Meltzer & Check, LLP as Co-Lead Counsel ("Lead Counsel"). The Complaint filed in *City of Lakeland Employees' Pension Plan v. Gooch, et al.*, C.A. No. 10136-VCL, was deemed the operative complaint in the consolidated action (hereafter the "Verified Class Action Complaint").

8. 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 BGCP less attractive to BGCP.

9. 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 Verified Class Action Complaint.

10. 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 Second Supplement.

11. On February 27, 2015, BGCP announced that it completed its tender offer for GFI shares (the "BGCP Tender Offer").

12. On May 20, 2015, the Court entered the Third Scheduling Order, which provided that trial would commence on November 9, 2015.

13. On July 13, 2015, Plaintiffs filed the Amended Verified Class Action Complaint (the "Amended Complaint" and 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.

14. 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 to settle the Action that was memorialized in a Memorandum of Understanding ("MOU") entered into as of August 24, 2015. The MOU set forth, among other things, the Parties' binding agreement to settle and release all claims asserted against Defendants in the Action on the terms set forth therein.

15. On September 15, 2015, the Settling Parties entered into the Stipulation memorializing the final terms of the Settlement, and on September 22, 2015, the Court entered a Scheduling Order directing that this Notice to be sent to potential Class Members, and scheduling the Settlement Hearing to consider whether to grant final approval to the Settlement.

16. Based upon their investigation and prosecution of the Action, including the discovery conducted in the Action, Plaintiffs and Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to Plaintiffs and the other members of the Class. Based on Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each of the Plaintiffs has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering (a) the substantial financial benefit that Plaintiffs and the other members of the Class will receive under the proposed Settlement; (b) the significant risks of continued litigation and trial; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

17. The Stipulation constitutes a compromise of matters that are in dispute between the parties to the Action. Defendants have entered into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Released Defendant Persons (defined in ¶ 29 below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. The Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit. Each of the Settling Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

18. If you are a member of the Class, you are subject to the Settlement. The Class preliminary certified by the Court for Settlement purposes consists of:

all record holders and beneficial holders of common stock of GFI at any time 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 Complaint. 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, 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.

PLEASE NOTE: The Class was preliminarily certified as a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

PLEASE ALSO NOTE THAT RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT.

WHAT ARE THE TERMS OF THE SETTLEMENT?

19. In consideration of the settlement of the Settled Plaintiff Claims (defined in ¶ 29 below) against Defendants and the other Released Defendant Persons (defined in ¶ 29 below):

(a) Defendants (other than CME and Cassoni) have agreed to pay or cause to be paid \$10,750,000 in cash into an interest-bearing escrow account for the benefit of the Class as provided in the Stipulation;

(b) CME has, pursuant to the MOU, terminated the tail period under Article V of the Support Agreement, dated as of July 30, 2014, by and among CME, JPI, and New JPI, and each direct or indirect stockholder of GFIB, thereby freeing GFI to enter into the Back-End Mergers discussed in sub-paragraph (c) below; and

(c) On December 21, 2015, BGCP and GFI shall enter into a merger agreement in order to effect a merger between GFI and BGCP and/or its affiliates, and BGCP and JPI shall enter into a merger agreement in order to effect a merger between 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”). Pursuant to the Settlement, BGCP and GFI shall consummate the Back-End Mergers no later than January 29, 2016.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

20. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit, and that their diligent prosecution of the claims asserted in the Action has led to a Settlement that provides an outstanding recovery for the Class.

21. Plaintiffs, through Lead Counsel, have conducted an investigation and pursued extensive discovery in the Action relating to the claims and the underlying events and transactions alleged in the Action. Lead Counsel have analyzed the evidence adduced during their investigation and through discovery, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

22. In negotiating and evaluating the terms of the Settlement, Plaintiffs and Lead Counsel considered the significant legal and factual defenses to Plaintiffs' claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Plaintiffs believe that Plaintiffs' claims that Defendants breached their fiduciary duties, as articulated in the Amended Complaint, have merit, Defendants vigorously argued that they had acted appropriately and are not subject to liability or damages. In light of the risks of continued litigation, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Plaintiffs and Lead Counsel believe that the Settlement provides an extraordinary benefit to the Class, namely \$10,750,000 in cash (less certain deductions described in this Notice) as well as various additional corporate benefits described in ¶ 19 above, as compared to the risk that the claims in the Action would produce a smaller or no recovery after trial and appeals, possibly years in the future.

HOW MUCH WILL MY PAYMENT BE?

23. AT THIS TIME, IT IS NOT POSSIBLE TO MAKE ANY DETERMINATION AS TO HOW MUCH ANY INDIVIDUAL CLASS MEMBER MAY RECEIVE FROM THE SETTLEMENT.

24. If the Settlement and the Plan of Allocation proposed by Plaintiffs are approved by the Court, payments to Class Members will be determined as follows:

THE PROPOSED PLAN OF ALLOCATION

I. Definitions

A. "Settlement Amount" means the \$10,750,000 in cash paid into an interest-bearing escrow account controlled by Lead Counsel ("Escrow Account") pursuant to the Settlement.

B. "Settlement Fund" means the fund consisting of the Settlement Amount deposited into the Escrow Account plus any and all interest earned thereon.

C. "Net Settlement Fund" means the Settlement Fund less (i) any Taxes (defined below); and (ii) any Administration Costs (defined below). Pursuant to the Settlement, no notice costs shall be paid from the Settlement Fund, and no portion of any fee and expense award to Plaintiffs' Counsel shall be paid from the Settlement Fund.

D. "Taxes" means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

E. "Administration Costs" means the reasonable costs, fees or expenses that are incurred by the Settlement Administrator and/or Lead Counsel in connection with administering the Settlement, including distributing funds from the Net Settlement Fund to Authorized Class Members, as well as the costs, fees and expenses incurred in connection with the Escrow Account.

F. "Authorized Class Members" means all Class Members whose shares of GFI common stock (i) were tendered into and cashed out in the BGCP Tender Offer, or (ii) will be cashed out in the Back-End Mergers.

G. "Authorized Shares" means all shares of GFI common stock that (i) were tendered into and cashed out in the BGCP Tender Offer, or (ii) will be cashed out in the Back-End Mergers.

II. Allocation Formula

A. The “*Pro Rata* Payment Amount” for each Authorized Class Member will be determined by dividing the Authorized Class Member’s total number of Authorized Shares by the total of all Authorized Shares of all Authorized Class Members, and multiplying that fraction by the total amount of the Net Settlement Fund available for distribution.

B. The Net Settlement Fund will be allocated among all Authorized Class Members whose *Pro Rata* Payment Amount is \$10.00 or greater. If the *Pro Rata* Payment Amount for any Authorized Class Member calculates to less than \$10.00, no distribution will be made to that Authorized Class Member, and the amount allocated to that Authorized Class Member will be available for distribution to those Authorized Class Members whose *Pro Rata* Payment Amounts calculate to \$10.00 or greater.

C. If there is any balance remaining in the Net Settlement Fund after one (1) year from the date of the initial distribution to Authorized Class Members, Lead Counsel may apply to the Court for reimbursement of any unpaid Administration Costs. Thereafter, the Settlement Administrator shall, after full payment of any Taxes or Administration Costs, reallocate, if feasible, the remaining balance of the Net Settlement Fund among Authorized Class Members who have been identified and located and cashed their respective previously issued checks from the Settlement Administrator. If such reallocation is not feasible or not permitted by the Court, any remainder in the Settlement Fund shall, after full payment of any Taxes or Administration Costs, escheat to the State of Delaware.

III. Additional Provisions

A. The Net Settlement Fund will not be distributed until (a) the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the order approving the plan of allocation has expired; and (b) the Effective Date (as defined in the Stipulation) of the Settlement has occurred.

B. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount is entitled to get back any portion of the Settlement Fund once the Effective Date occurs.

C. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

D. GFI common stock is the only security eligible for recovery under the Settlement. Option contracts are not securities eligible to participate in the Settlement.

E. The allocation formula set forth in this Plan of Allocation is not intended to provide an estimate of, nor is it indicative of, the amounts that Authorized Class Members might have been able to recover after a trial, nor is it intended to provide an estimate of the amount that will be paid to Authorized Class Members pursuant to the Settlement. The allocation formula is the basis upon which the Net Settlement Fund will be proportionally allocated among Authorized Class Members.

F. Each Class Member is subject to the jurisdiction of the Court. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Class Members. No person or entity shall have any claim against Plaintiffs, Plaintiffs’ Counsel, the Settlement Administrator or any other agent designated by Lead Counsel, Defendants, Defendants’ Counsel, or any of the other Released Persons, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs and Defendants, and their respective counsel, and all other Released Defendant Persons, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation (or any other plan of allocation approved by the Court), the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or any nominee holding shares on behalf of an Authorized Class Members, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

G. The Plan of Allocation set forth herein is the plan that is being proposed by Plaintiffs and Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the plan without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted to the settlement website, www.GFIStockholderLitigation.com.

HOW WILL I RECEIVE MY PAYMENT FROM THE SETTLEMENT?

25. If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form or take any other action in order to receive your payment.

26. Authorized Shares Tendered Into and Cashed Out in the BGCP Tender Offer: For Authorized Class Members whose shares of GFI common stock were tendered into and cashed out in the BGCP Tender Offer, your distribution from the Settlement will be paid to you directly in the same manner in which you received your cash payment from the BGCP Tender Offer. If your cash payment from the BGCP Tender Offer was deposited into your brokerage account, your *pro rata* share of the Net Settlement Fund will be deposited into that same account. If at any time after February 26, 2015 you closed the brokerage account into which your cash payment from the BGCP Tender Offer was deposited, by no later than November 24, 2015, you should call the Settlement Administrator at 1-888-722-0627 to discuss your situation, and the Settlement Administrator will make a reasonable effort to assist you in obtaining your payment from the Net Settlement Fund.

27. Authorized Shares Cashed Out in the Back-End Mergers: For Authorized Class Members whose shares of GFI common stock are cashed out in the Back-End Mergers, your distribution from the Settlement will be paid to you directly in the same manner in which you receive your cash payment from the Back-End Merger. The Back-End Mergers will close no later than January 29, 2016. If your cash payment from Back-End Mergers is deposited into your brokerage account, your *pro rata* share of the Net Settlement Fund will be deposited into that same account. If, prior to receiving your payment from the Net Settlement Fund you close the brokerage account into which your cash payment from the Back-End Mergers is received, you should immediately call the Settlement Administrator at 1-888-722-0627 to discuss your situation, and the Settlement Administrator will make a reasonable effort to assist you in obtaining your payment from the Net Settlement Fund.

28. Neither Defendants, the Former Defendants, GFI, BGCP, nor any other person or entity excluded from the Class shall have any right to receive any part of the Settlement Fund for his, her or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

29. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, upon the Effective Date of the Settlement (as defined in the Stipulation), the Action will be dismissed with prejudice and the following releases will occur:

Release of Claims by the Class: The Releasing Plaintiff Persons (as defined below) shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Settled Plaintiff Claim (as defined below) against the Released Defendant Persons (as defined below), and shall forever be enjoined from prosecuting any or all of the Settled Plaintiff Claims against the Released Defendant Persons.

“Releasing Plaintiff Persons” means Plaintiffs and all other members of the Class.

“Settled Plaintiff Claims” means any and 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, including any Unknown Claims (defined below), 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 the Releasing Plaintiff Persons, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity, against 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 Corp. and Commodore LLC on July 30, 2014 and any amendment thereto; the JPI Merger Agreement entered into among CME, JPI, New JPI, Cheetah Corp., Cheetah 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 LLC, and GFIB on July 30, 2014 and any amendment thereto; the Support Agreement entered into between JPI, New JPI, each stockholder of GFIB 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; 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; *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 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.

“Released Defendant Persons” means GFI, the Defendants, the Former Defendants, 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.

Release of Claims by Defendants: The Defendants, Former Defendants, GFI, and BGCP shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Settled Defendant Claim (as defined below) against Plaintiffs and the other Released Plaintiff Persons (as defined below), and shall forever be enjoined from prosecuting any or all of the Settled Defendant Claims against any of the Released Plaintiff Persons.

“Settled Defendant Claims” means any and 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, including any Unknown Claims (defined below), 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.

“Released Plaintiff Persons” means Plaintiffs, all other named plaintiffs in the Action, and 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.

“Unknown Claims” means claims which any Releasing Plaintiff Person or Defendants, Former Defendants, GFI Group, or BGCP does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Settled Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs, Defendants, Former Defendants, GFI, and BGCP shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, 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 or foreign law, which may have the effect of limiting the Settled Claims. This shall include a waiver by the Releasing Plaintiff Persons and Defendants, Former Defendants, GFI Group, and BGCP of any rights pursuant to California Civil Code §1542 (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.

Plaintiffs, Defendants, Former Defendants, GFI, and BGCP acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied on by each and all of the Settling Parties in entering into the Settlement.

By Order of the Court, (i) all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation, have been stayed; and (ii) pending final determination by the Court of whether the Settlement should be approved, Plaintiffs and all other Class Members are barred and enjoined from instituting, commencing or prosecuting any and all of the Settled Plaintiff Claims against any and all of the Released Defendant Persons.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

30. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims asserted in the Action nor have Plaintiffs' Counsel been compensated for their litigation expenses. Defendants acknowledge Plaintiffs' Counsel's right to an award of attorneys' fees and reimbursement of litigation expenses. Before final approval of the Settlement, Lead Counsel, on behalf of themselves and all other Plaintiffs' Counsel, will apply to the Court for an award of attorneys' fees and reimbursement of litigation expenses to Plaintiffs' Counsel in an amount not to exceed \$9,600,000 in the aggregate, which will include an application for an award of up to \$3,600,000 in connection with their work in securing the Settlement Fund for the Class and an award of up to \$6,000,000 in connection with their work in securing, or causing, in whole or in part, and/or partially causing various additional corporate benefits, including a corrected financial analysis and reports to the GFI Board, additional and corrective disclosures to GFI stockholders in the Proxy materials, prior increases to the value offered to shareholders during the bidding contest, empowerment of the Special Committee to finalize negotiations that led to the final agreement with BGCP, and acceleration of the Back-End Mergers. Defendants reserve the right to oppose any amount sought.

31. The Court will determine the amount of any fee and expense award to Plaintiffs' Counsel (the "Fee and Expense Award"). GFI, on behalf of the Individual Defendants, shall pay the full amount of any Fee and Expense Award to Lead Counsel in accordance with the terms of the Stipulation. The Fee and Expense Award shall be made as a cash payment to Lead Counsel that is separate and apart from the payment of the Settlement proceeds to Authorized Class Members, **and in no event shall the Fee and Expense Award be paid from the Settlement Fund or reduce the amount of the Settlement Fund to be paid to Authorized Class Members.** Class Members are not personally liable for the payment of any attorneys' fees or expenses. Also, an award of attorneys' fees and/or litigation expenses to Plaintiffs' Counsel is not a necessary term of the Stipulation, is not a condition of the Settlement embodied therein, and is not a condition to dismissal of the Action. Neither Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to attorneys' fees and/or litigation expenses.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING?

32. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

33. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable J. Travis Laster, Vice Chancellor, on November 24, 2015 at 10:00 a.m, at the New Castle County Courthouse, 500 N. King St., Wilmington, DE 19801. At the Settlement Hearing, the Court will, among other things: (a) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to the Class, and should be approved by the Court; (b) determine whether the Judgment (as defined above), should be entered dismissing the Action with prejudice against Defendants pursuant to the Stipulation; (c) determine whether the proposed Plan of Allocation should be approved as fair and reasonable; (d) determine whether the application by Lead Counsel for an award of attorneys' fees and reimbursement of litigation expenses should be approved; (e) hear and consider any objections to the Settlement, the Plan of Allocation, or Lead Counsel's application for an award of attorneys' fees and litigation expenses; and (f) consider any other matters that may properly be brought before the Court in connection with the Settlement.

34. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel’s application for an award of attorneys’ fees and reimbursement of litigation expenses. Objections must be in writing. Class Members must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below on or before November 14, 2015. Class Members must also serve the papers on Representative Lead Counsel and Representative Defendants’ Counsel by hand or overnight delivery at the addresses set forth below so that the papers are *received* on or before November 14, 2015.

<u>Register in Chancery</u>	<u>Representative Lead Counsel</u>	<u>Representative Defendants’ Counsel</u>
Court of Chancery New Castle County Courthouse 500 N. King St. Suite 1551 Wilmington, DE 19801	Mary S. Thomas, Esq. Grant & Eisenhofer P.A. 123 S. Justison Street Wilmington, DE 19801	William M. Lafferty, Esq. Morris, Nichols, Arshat & Tunnell LLP 1201 North Market Street Wilmington, DE 19801 and Jenness E. Parker, Esq. Skadden, Arps, Slate, Meagher & Flom One Rodney Square P.O. Box 636 Wilmington, DE 19899

35. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and, if represented by counsel, the name, address and telephone number of his, her or its counsel; (b) must be signed by the objector; (c) must contain a written, specific statement of the Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court’s attention; (d) must state the objection is being filed with respect to “*In re GFI Group Inc. Stockholder Litigation*, Consolidated C.A. No. 10136-VCL”; and (e) must demonstrate that the objector is a Class Member by including documents sufficient to prove that the objector held GFI common stock during the Class Period.

36. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

37. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement or Lead Counsel’s application for an award of attorneys’ fees and litigation expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Representative Lead Counsel and Representative Defendants’ Counsel at the addresses set forth above so that it is *received* on or before November 14, 2015. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

38. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Representative Lead Counsel and Representative Defendants’ Counsel at the addresses set forth in ¶ 34 above so that the notice is *received* on or before November 14, 2015.

39. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

40. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, Plan of Allocation, and/or Lead Counsel’s application for an award of attorneys’ fees and litigation expenses, or any other matter related to the Settlement, in the Action or in any other action or proceeding. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

41. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 N. King St., Suite 1551, Wilmington, DE 19801. Additionally, copies of the Stipulation, the Amended Complaint, and any related orders entered by the Court will be posted on the following website: www.GFIShareholderLitigation.com. If you have questions regarding the Settlement, you may write or call the following Lead Counsel: Mary S. Thomas, Grant & Eisenhofer P.A., 123 S. Justison Street, Wilmington, DE 19801, 302-622-7000, or Michael C. Wagner, Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 610-667-7706.

NOTICE TO NOMINEES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

42. If you are a brokerage firm, bank, custodian, sub-custodian, or other nominee (a "Nominee") who or which held shares of GFI common stock during the Class Period as a record holder for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator, c/o Epiq Systems, Inc., sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to the Settlement Administrator at: *In re GFI Group Inc. Stockholder Litigation*, Consolidated, c/o Epiq Systems, Inc., P.O. Box 3230, Portland, OR 97208-3230. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, Nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website www.GFIShareholderLitigation.com, or by calling the Settlement Administrator at 1-888-722-0627.

43. Nominees are also required to provide information deemed necessary by the Settlement Administrator to assist Authorized Class Members in connection with determining their entitlement to a share of the Settlement proceeds and to distribute the Settlement proceeds consistent with the terms of the Settlement and the plan of allocation approved by the Court.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

Dated: October 13, 2015

BY ORDER OF THE COURT OF CHANCERY
OF THE STATE OF DELAWARE

EXHIBIT B

CONFIRMATION OF PUBLICATION

IN THE MATTER OF: *In re GFI Group Inc. Stockholder Litigation*

I, Kathleen Komraus, hereby certify that

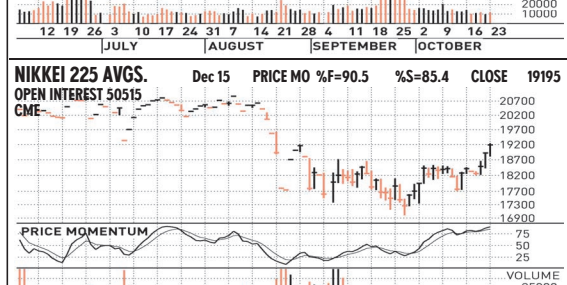
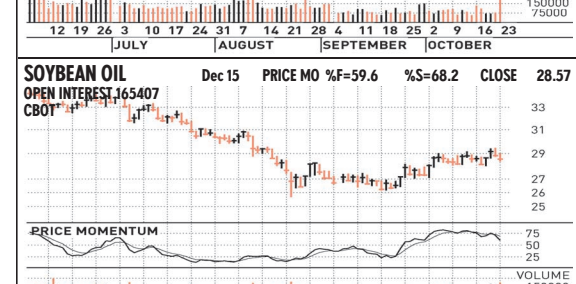
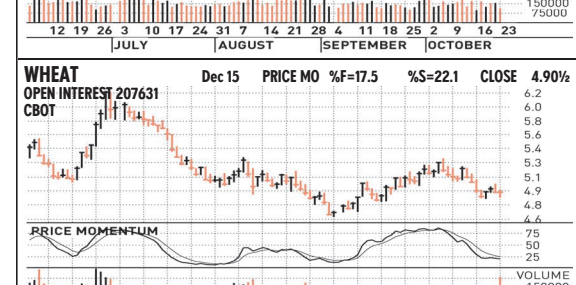
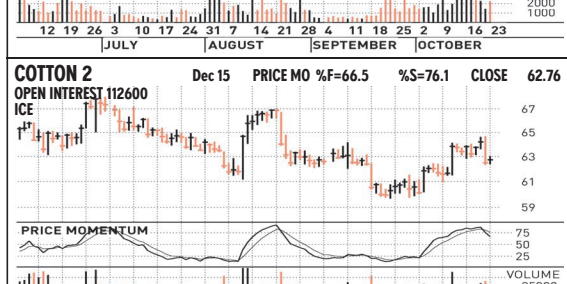
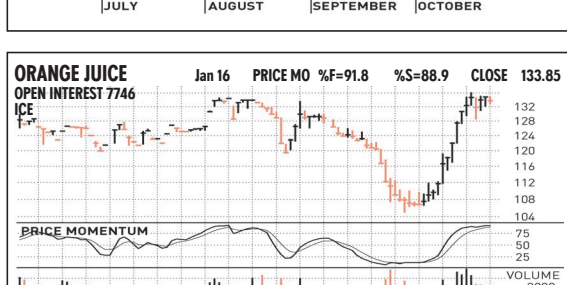
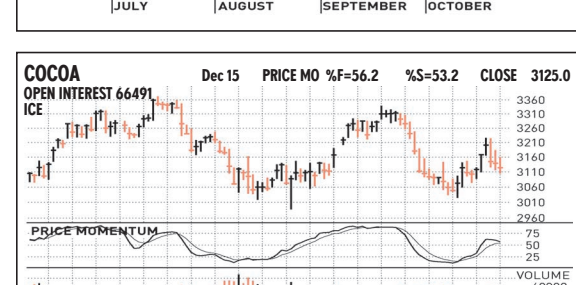
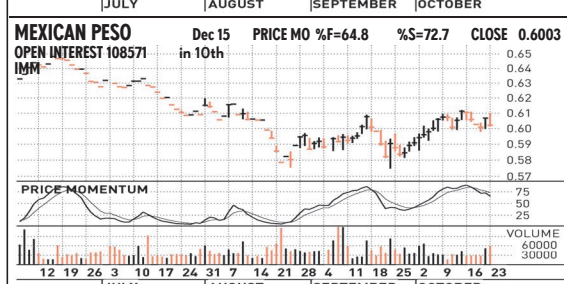
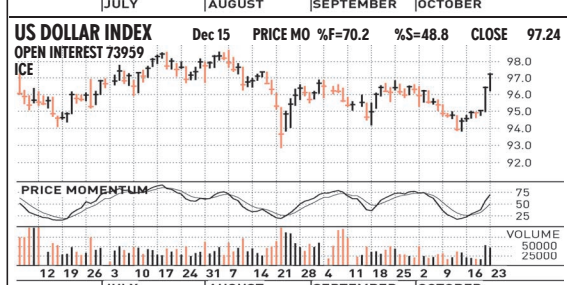
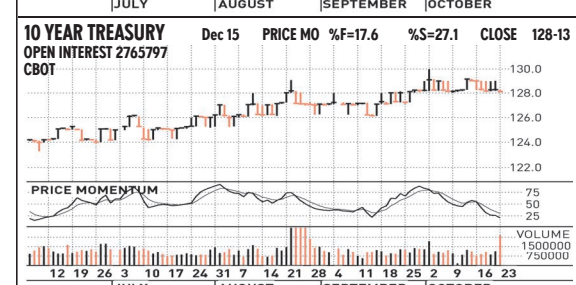
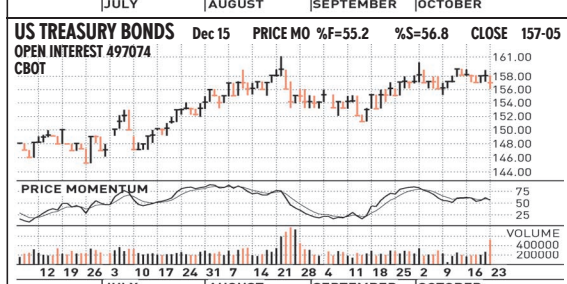
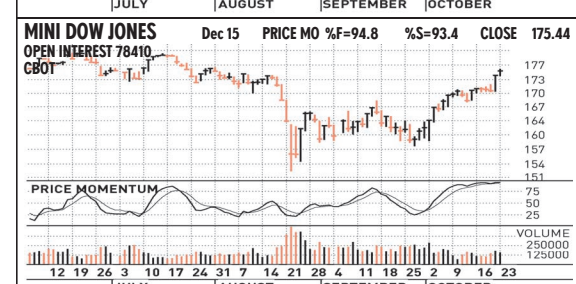
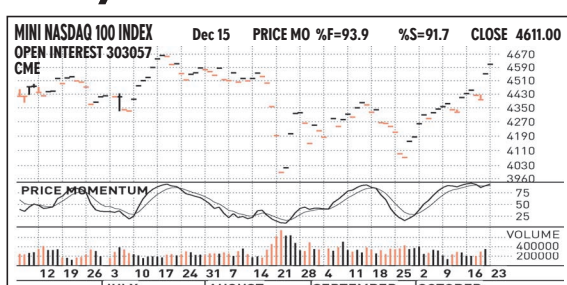
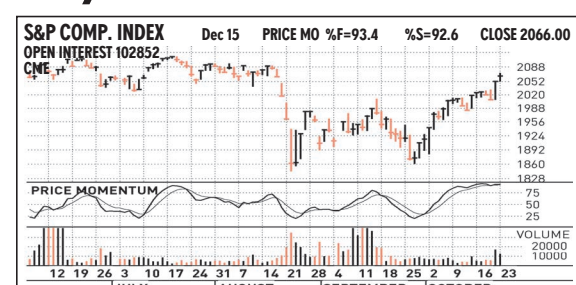
- (a) I am the Media Coordinator at Epiq Systems Class Action & Claims Solutions, a noticing administrator, and;
- (b) The Notice of which the annexed is a copy was published in the following publications on the following date:

10.26.15 – Investor’s Business Daily
10.26.15 – PR Newswire

X Kathleen Komraus
(Signature)

Media Coordinator
(Title)

Key Financial And Commodity Futures



Treasury Yields Advance After China Acts On Rates

BY BLOOMBERG NEWS

Treasuries fell, with 10-year note yields touching a two-week high, after China's central bank lowered its benchmark lending rate and reserve requirements for banks in an effort to curb an economic decline.

U.S. yields rose for a second day as investors see China's efforts to address its problems as easing turmoil in emerging markets and lessening demand for haven assets. The People's Bank of China cut its one-year lending and deposit rates by 0.25 percentage point amid a deepening economic slowdown that's roiled financial markets since the beginning of the summer.

"You'll see a lot more selling, you'll see a little more certainty that things are improving, so continued pressure on the long end of the curve," said Aaron Kohli, a fixed-income strategist at Bank of Montreal, one of 22 primary dealers that trade with the U.S. central bank. "It's not a magic bullet, but, at the very least it will soothe investors' concerns about emerging markets."

The yield on the 10-year Treasury note rose six basis points, or 0.06 percentage point, to 2.09% as of 5 p.m. in New York, according to Bloomberg Bond Trader data, after touching its highest since Oct. 8. The price of the 2% U.S. security maturing in August 2025 dropped 17/32, or \$5.31 per \$1,000 face amount, to 99-7/32.

The move by the Chinese central bank helped bolster risk appetite,

with stocks rising around the world and U.S. bond market inflation expectations rising to the highest levels in two weeks, forecasting a rate of 1.52% during the next 10 years.

China's action comes as central banks from Europe to Japan are considering additional stimulus, a contrast to the Federal Reserve as it seeks to raise interest rates. Last month the Fed suggested that slowing global growth led by China had contributed to its decision to hold interest rates near zero, as it has since December 2008.

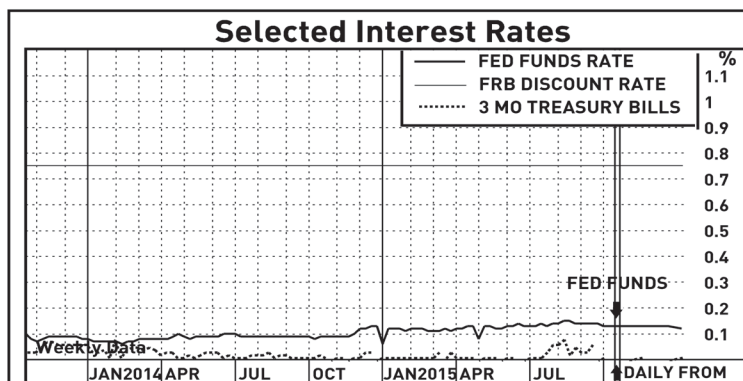
China's rate cut "is helping global growth at the margin," said Priya Misra, head of global interest-rate strategy in New York at TD Securities, a primary dealer. "It makes the Fed more likely to hike."

Traders raised their bets on a Fed rate increase by the central bank's March meeting, with a 60% probability of an increase at or before the central bank's March meeting, up from 57% Thursday, Bloomberg data show. The odds of an increase this year rose to 36%, from 34% the day before.

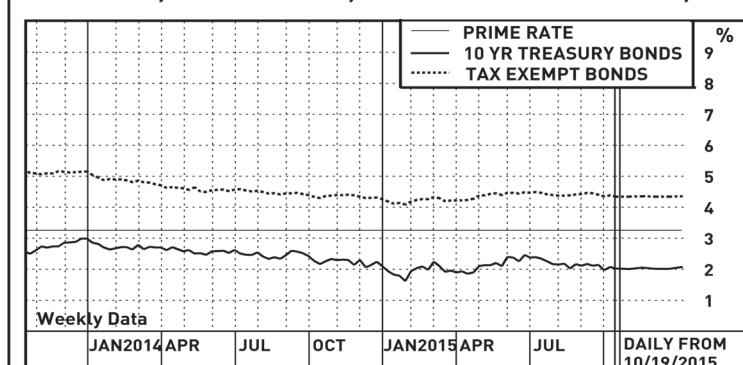
Go to investors.com/forex for live currency quotes, strategies and education.

For Friday, October 23, 2015

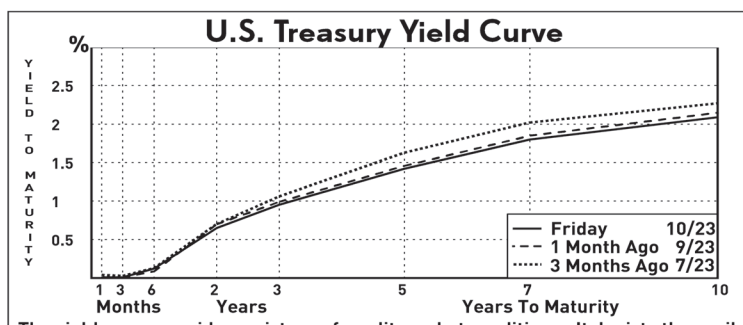
Bonds Summary	Domestic		All Issues	
	Fri	Thu	Fri	Thu
Issues traded	1	2	2	2
Advances	0	1	0	1
Declines	1	1	2	1
Unchanged	0	0	0	0



Fed Funds Rate: Rates on overnight loans among financial institutions
Discount Rate: Rate charged by Federal Reserve Bank on loans to commercial banks
3 Month Treasury Bills: Yield for treasury bills traded on discount basis in secondary market



Prime Rate: Rate charged by banks on loans to the most credit-worthy corporations
Tax-Exempt Bonds: Yield of the bond buyer 40 municipal bond index



The yield curve provides a picture of credit market conditions. It depicts the available trade-off between yield and maturity. The chart shown here compares the yield curves for the prior day, month and quarter.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN RE GFI GROUP INC. CONSOLIDATED STOCKHOLDER LITIGATION C.A. No. 10136-VCL

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

TO: All record holders and beneficial holders of common stock of GFI Group, Inc. ("GFI") at any time during the period June 30, 2014 through and including the closing of the Back-End Mergers (as defined below), 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 filed in the above-captioned stockholder class action (the "Action") on July 13, 2015 (the "Class").

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) and an Order of the Delaware Court of Chancery (the "Court"), that the Action has been certified as a non-opt out class action on behalf of the Class, except for certain persons and entities who are excluded from the Class by definition as set forth in the full printed Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Notice").

YOU ARE ALSO HEREBY NOTIFIED that Plaintiffs in the Action have reached a proposed settlement of the Action (the "Settlement") that provides for a cash payment of \$10,750,000 and various additional corporate benefits for the benefit of the Class as described in the Notice. If approved, the Settlement will resolve all claims in the Action.

A settlement hearing will be held on November 24, 2015 at 10:00 a.m. at the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, to determine, among other things, (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement dated September 17, 2015 (and in the Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses should be approved.

IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PENDING ACTION AND THE SETTLEMENT. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at 888-722-0627. Copies of the Notice can also be downloaded from the settlement website, www.GFIShareholderLitigation.com.

PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE. Inquiries, other than requests for the Notice, may be made to the following Lead Counsel:

Mary S. Thomas
Grant & Eisenhofer P.A.
123 S. Justison Street
Wilmington, DE 19801
(302) 622-7000

Michael C. Wagner
Kessler Topaz Meltzer & Check, LLP
280 King of Prussia Road
Radnor, PA 19087
(610) 667-7706

DATED: October 26, 2015
BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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Grant & Eisenhofer P.A., Kessler Topaz Meltzer & Check, LLP, and Bernstein Litowitz Berger & Grossmann LLP Announce a Proposed Class Action Settlement Involving Record Holders and Beneficial Holders of GFI Group, Inc. Common Stock



WILMINGTON, Del., Oct. 26, 2015 /PRNewswire/ --

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC.) CONSOLIDATED
STOCKHOLDER LITIGATION) C.A. No. 10136-VCL

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

TO: All record holders and beneficial holders of common stock of GFI Group, Inc. ("GFI") at any time during the period June 30, 2014 through and including the closing of the Back-End Mergers (as defined below), 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 filed in the above-captioned stockholder class action (the "Action") on July 13, 2015 (the "Class").

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) and an Order of the Delaware Court of Chancery (the "Court"), that the Action has been certified as a non-opt out class action on behalf of the Class, except for certain persons and entities who are excluded from the Class by definition as set forth in the full printed Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Notice").

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A settlement hearing will be held on November 24, 2015 at 10:00 a.m. at the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, to determine, among other things, (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement dated September 17, 2015 (and in the Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses should be approved.

IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PENDING ACTION AND THE SETTLEMENT. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at 888-722-0827. Copies of the Notice can also be downloaded from the settlement website, www.GFIStockholderLitigation.com.

If you (i) held shares of GFI common stock that were tendered into and cashed out in the BGCP Tender Offer,¹ or (ii) hold shares of GFI common stock that are cashed out in the Back-End Mergers,² you are eligible to receive a payment from the Settlement. If you are eligible to receive a Settlement payment, you do not have to submit a claim form or take any other action in order to receive your payment. Your distribution from the Settlement will be paid to you directly in the same manner in which you either (i) received your cash payment from the BGCP Tender Offer, or (ii) receive your cash payment from the Back-End Mergers.

Any objections to the proposed Settlement, Plan of Allocation, and/or Lead Counsel's application for an award of attorneys' fees and reimbursement of litigation expenses, must be filed with the Register in Chancery and delivered to Representative Lead Counsel and Representative Defendants' Counsel such that they are received no later than November 14, 2015, in accordance with the instructions set forth in the Notice.

PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE. Inquiries, other than requests for the Notice, may be made to the following Lead Counsel:

Mary S. Thomas	Michael C. Wagner
Grant & Eisenhofer P.A.	Kessler Topaz Meltzer & Check, LLP
123 S. Justison Street	260 King of Prussia Road
Wilmington, DE 19801	Radnor, PA 19087
(302) 622-7000	(610) 667-7706

DATED: October 26, 2015 BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

¹ The "BGCP Tender Offer" is the tender offer by BGC Partners, Inc. ("BGCP") for shares of GFI common stock that was completed at \$8.10 per share on or about February 26, 2015.

² The "Back-End Mergers" are (i) the merger between GFI and BGCP and/or its affiliates, and (ii) the merger between Jersey Partners, Inc. (or its successor in interest) and BGCP and/or its affiliates, as provided for under Section 5.16 of the Tender Offer Agreement dated February 19, 2015 by and among BGCP, BGC Partners L.P., and GFI, to be consummated no later than January 29, 2016.

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Exhibit H

**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): August 24, 2015

GFI GROUP INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34897
(Commission
File Number)

80-0006224
(I.R.S. Employer
Identification No.)

55 Water Street, New York, NY 10041
(Address of principal executive offices)

Registrant's telephone number, including area code (212) 968-4100

(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 (see General Instruction A.2. below):

- 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))
-
-

Item 1.01. Entry Into a Material Definitive Agreement.

The information required by this Item 1.01 is set forth under Item 8.01 and is incorporated herein in response to this Item.

Item 8.01. Other Events.

On August 24, 2015, GFI Group Inc. (“GFI”), Michael Gooch and Colin Heffron, directors of GFI and former executive officers of GFI; Jersey Partners Inc. (“JPI”), a stockholder of GFI controlled by Mr. Gooch; CME Group, Inc. (“CME”); the former members of the GFI Special Committee; BGC Partners, Inc. (“BGC”); and certain other former officers and affiliates of GFI entered into a memorandum of understanding (the “MOU”) with regard to a preliminary settlement (the “Settlement”) of the consolidated class action case pending before the Court of Chancery of the State of Delaware (the “Court”). The case was captioned *In re GFI Group Inc. Stockholder Litigation* (the “Delaware Case”). Neither GFI nor BGC will contribute any funds to the Settlement, which will be paid from a combination of insurance proceeds and payments by JPI and Messrs. Gooch and Heffron.

The Settlement provides for a settlement fund of \$10.75 million for the class of GFI stockholders in the Delaware Case. The Settlement also provides for payment of attorneys’ fees and costs to plaintiffs’ counsel in an amount to be established by negotiation, mediation or a fee application to the Court. The final Settlement will also require approval of the Court, with funds to be paid to the settlement fund after such date and not before September 30, 2015. The Settlement, once approved, will resolve fully and finally all of the matters pending in Delaware relating to the actions of the former GFI officers, former GFI Board of Directors and former GFI Special Committee in connection with the BGC tender offer and acquisition of GFI.

In connection with the Settlement, Messrs. Gooch and Heffron, JPI, BGC and GFI have entered into a separate agreement providing for certain matters relating to the merger of BGC and GFI and allocating certain responsibilities and advancing certain payments (the “Settlement Letter”). In addition, in the MOU, CME has agreed to terminate the restriction prohibiting Messrs. Gooch and Heffron, JPI and certain other stockholders and affiliates of GFI from supporting the Back-End Mergers (as defined below) or similar transactions until January 30, 2016 (the “Waiver”), which was set forth in the Support Agreement, dated as of July 30, 2014, by and among the CME, JPI and affiliated entities, Messrs. Gooch and Heffron and another former GFI officer.

Accordingly, the parties to the Settlement Letter have agreed that on December 21, 2015, BGC, GFI, JPI and certain affiliates shall enter into the merger agreements providing for merger transactions (the “Back-End Mergers”) as required in the Tender Offer Agreement by and among BGC, GFI and BGC Partners, L.P. dated as of February 19, 2015. BGC expects the Back-End Mergers to be completed no later than January 29, 2016. In consideration of the Waiver and JPI’s agreement to complete the Back-End Mergers in early 2016, BGC will advance to JPI \$10.75 million of the previously agreed upon and disclosed merger consideration to which JPI is entitled in the Back-End Mergers, which JPI will contribute to the settlement fund. The Settlement Letter also includes the following agreements: (i) payment of the plaintiffs’ attorneys’ fees and costs in the Delaware Case first from insurance proceeds, with any excess to be paid by Messrs. Gooch and Heffron; (ii) indemnification by Messrs. Gooch and Heffron with respect to liabilities and expenses in the Delaware Case and other cases related to breach of fiduciary duty or other causes of action, the CME Merger Agreement, insurance claims and the tender offer to the extent not covered by insurance; and (iii) indemnification by Mr. Gooch with respect to liabilities and expenses in connection with the remaining New York class action case that are not otherwise covered by insurance.

The JPI advance of the merger consideration will be deducted from the merger consideration payable to it upon completion of the Back-End Mergers, bear interest at the rate of 5.375% per annum and be secured by 2 million shares of GFI common stock owned by JPI. If insurance proceeds are insufficient, amounts advanced to Messrs. Gooch and Heffron, if any, would be deducted from any payment to which they may be entitled under their non-competition and distributable earnings bonus award agreements with BGC (the "DE Agreements"), which they entered into in connection with the tender offer, so long as they are eligible for payments under their respective DE Agreements.

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.

GFI GROUP INC.

Date: August 28, 2015

By: /s/ Howard W. Lutnick

Name: Howard W. Lutnick
Title: Chief Executive Officer

[Signature Page to Form 8-K, dated August 28, 2015, regarding a settlement agreement.]

Exhibit I

From: Michael Gooch
Sent: Tuesday, December 30 2014 8:52:52 PM
To: Mark Pasquale
Subject: Re: Corporate Message from Mickey Gooch

Melissa says Hi.

Yeah. They really are dirt bags scraping the bottom of the barrel. It's pretty disgusting.

Good luck getting TR done soon

Happy New Year

M

Sent from my iPhone

On Dec 30, 2014, at 5:13 PM, "Mark Pasquale" <Mark.Pasquale@gfigroup.com.cn> wrote:

Shocking how unprofessional and lacking in integrity people can be. You would think for someone who lost his entire office, including family members, would have gained some humility or humanity from that experience. What a jerk. Good luck in dealing with these guys and have a good New Year. Tell Melissa belated Happy Birthday. I saw on LinkedIn she's older now. Slowly catching up to us.

Sent from my iPhone

On 2014年12月30日, 于 下午9:00, Michael Gooch <m.gooch@gfigroup.com> wrote:

Dear Colleagues,

Once again I find myself writing to you to dispel certain false rumors being desperately circulated by BGC who continue to fail miserably with their material condition-laden tender offer that in my opinion continues to have no chance of any success.

My take on the matter and as to why BGC and their representatives continue to spread increasingly desperate and misleading rumor is that their goal continues to be the destabilization of GFI in the hope of conning GFI employees into entering employment agreements with BGC to the detriment of GFI- GFI shareholders and GFI RSU holders.

The latest rumor to have been directly passed along by certain BGC representative(s) to GFI employee(s) is a false statement that my ex-wife has either sold her ownership stake in GFI to, or entered into an agreement with BGC to sell them her stake.

Once again this is a blatant lie and deceptive falsehood.

My ex-wife does not directly own or control any ownership stake in GFI. JPI, which is controlled by myself, Colin Heffron and Nick Brown, owns the shares of GFI. None of the investors in JPI can sell their interests in the shares of GFI that are held by JPI nor can they independently sell their shares of JPI, and all of the JPI shareholders have signed a Unanimous Written Consent to support the Merger

Agreement with CME. In addition, JPI, as previously mentioned, has signed a support agreement and can only support the CME merger.

I find this attack by BGC and circulation of false information regarding my family to be a personal affront which is demonstrative of the levels that BGC is willing to sink in their campaign of destabilization.

I attach here my earlier emails to you addressing other false rumors circulated by BGC and reiterate that myself and JPI will not support a merger with BGC.

Thank you again for your continued loyal support.

Mickey Gooch

<mime-attachment>

Exhibit J

From: Michael Gooch
Sent: Friday, January 02 2015 1:30:06 PM
To: Rod Dingwall
Subject: Re: Corporate Message from Mickey Gooch

Thank you Rod for the words and advice.

We are fighting the good fight. I'm shocked to hear your cousin received death threats. But maybe not surprised.

I am aware of one BGC broker/manager who joined them as part of an acquisition of Eurobrokers who ended up in a contract dispute with BGC. I read that he got shot in the leg at a train station in Essex on his morning commute. I'm not saying BGC was involved. But you have to wonder in light of your cousins experience.

Happy New Year to you and your family,

Best
Mickey

Sent from my iPhone

On Jan 2, 2015, at 8:41 AM, "Rod Dingwall" <Rod.Dingwall@GFIgroup.co.uk> wrote:

I recently spoke to a colleague in London (Technology) whose cousin worked for BGC in the UK for twenty five years until about 2007. About half way through that period, an incident occurred which meant that he was strongly invited to leave BGC for another firm in financial services.

He decided to stay. Then he began to get anonymous death threats, which he worked out could only be originating from within BGC.

Mike Tyson was once a very good boxer but he started biting people's ears off when he found he couldn't win. He'd lost his moral compass long before he lost a fight.

It's clear that you have already understood that you are not dealing with people who play by the rules, and I'm sure you've reviewed your family's security arrangements.

I'm very sorry you had to deal with this unpleasantness during the season of peace and good will, and I'd like to personally wish you and yours the very best for 2015.

Regards,

Rod Dingwall
GFI Group
1 Snowden Street, London EC2A 2DQ
Tel: +44 (0)207 877 8124
Fax: +44 (0)207 422 1118
Mail: rod.dingwall@gfigroup.co.uk
Inter-Dealer Brokerage | Market Data | Analytical Software

From: Michael Gooch
Sent: 29 December 2014 21:15
To: GFI-All; Fenics Global; Elliott Piggott (Trayport); 'Kevin.Heffron@trayport.com'; Peter Green (Kytigroup)
Subject: Corporate Message from Mickey Gooch

Dear Colleagues,

Once again I find myself writing to you to dispel certain false rumors being desperately circulated by BGC who continue to fail miserably with their material condition-laden tender offer that in my opinion continues to have no chance of any success.

My take on the matter and as to why BGC and their representatives continue to spread increasingly desperate and misleading rumor is that their goal continues to be the destabilization of GFI in the hope of conning GFI employees into entering employment agreements with BGC to the detriment of GFI- GFI shareholders and GFI RSU holders.

The latest rumor to have been directly passed along by certain BGC representative(s) to GFI

employee(s) is a false statement that my ex-wife has either sold her ownership stake in GFI to, or entered into an agreement with BGC to sell them her stake.

Once again this is a blatant lie and deceptive falsehood.

My ex-wife does not directly own or control any ownership stake in GFI. JPI, which is controlled by myself, Colin Heffron and Nick Brown, owns the shares of GFI. None of the investors in JPI can sell their interests in the shares of GFI that are held by JPI nor can they independently sell their shares of JPI, and all of the JPI shareholders have signed a Unanimous Written Consent to support the Merger Agreement with CME. In addition, JPI, as previously mentioned, has signed a support agreement and can only support the CME merger.

I find this attack by BGC and circulation of false information regarding my family to be a personal affront which is demonstrative of the levels that BGC is willing to sink in their campaign of destabilization.

I attach here my earlier emails to you addressing other false rumors circulated by BGC and reiterate that myself and JPI will not support a merger with BGC.

Thank you again for your continued loyal support.

Mickey Gooch

Exhibit K

Unknown

From: Kurtz, Glenn
Sent: Thursday, January 15, 2015 11:22 AM
To: 'Mundiya, Tariq <tmundiya@willkie.com> (tmundiya@willkie.com)
(tmundiya@willkie.com)'
Subject: Mr. Gooch's Email
Attachments: image003.jpg

I write with respect to the email from Mr. Gooch below this one. We, and our clients, regard Mr. Gooch's email and other similar communications as entirely unproductive and inappropriate and a blatant effort to intimidate the Special Committee into supporting his deal regardless of price. We assume that, as his counsel, you would agree that the communications are not helpful, and request that you instruct him to desist.

First, Mr. Gooch's email is full of inaccuracies and falsehoods.

- Mr. Gooch's allegation that the Special Committee is acting for BGC's interests and their own interests is frivolous. The Special Committee has no conflicting relationship with BGC and no personal interest with respect to any particular transaction. That is precisely why Mr. Gooch and the other Board members empaneled them to act as independent representatives for disinterested stockholders. The Special Committee is charged with the responsibility of representing the interests of those disinterested stockholders and to replicate an arm's-length negotiation process to obtain the best transaction available, if there is to be any transaction. In the course of this process the Special Committee has supported the proposal with the best terms, regardless of whether the proposal was submitted by CME and the Management Consortium, or whether the proposal was from BGC, a third-party. If Mr. Gooch expected the Special Committee to merely rubber-stamp his recommendations, he was wrong.
- Mr. Gooch's allegations concerning White & Case are patently false. White & Case has been completely honest and transparent in its communications with the Board. Its communications with BGC have likewise been honest and most certainly did not breach the Merger Agreement. Mr. Gooch's latest correspondence is part of a troubling pattern of making unfounded accusations of wrongdoing against any perceived threat to the consummation of the CME transaction, which would net him the IDB business, and trying to interfere with the legal counsel to that perceived threat. Be advised that Mr. Gooch has defamed White & Case and Mr. Pierce by falsely stating to a White & Case client that they breached the Merger Agreement and lied to the Board, and we reserve all claims.
- Mr. Gooch's assertion that he has met White & Case only twice and Greenhill only once is deliberately misleading. Obviously White & Case does not separately counsel Mr. Gooch, because he is represented by you as his counsel and because he is our clients' counterparty. Nevertheless, White & Case has participated in scores of meetings and calls with Mr. Gooch's representatives and Mr. Gooch himself, as well as with representatives of CME. The same is true of Greenhill, which, contrary to Mr. Gooch's assertions, has also met with GFI management. Both firms have been, and will continue to be, fully available to negotiate an appropriate transaction.
- Mr. Gooch's allegation that he has been "kept in the dark" about the Special Committee's negotiations with BGC is also false. As the record amply demonstrates, White & Case has promptly communicated with Mr. Gooch's representatives about the BGC negotiations, and has also promptly forwarded all draft

documents and correspondence, even though not required to do so by the terms of the Merger Agreement.

- Mr. Gooch's allegation that BGC will not close a transaction is unsupported, incompetent, speculative, inconsistent with the tender offer agreement that the Special Committee has presented to the Board and that BGC has made public, and, of course, entirely self-interested. Moreover, as Mr. Magee advised you, he has no personal knowledge of any failure of BGC to close a transaction to which it had agreed.
- Mr. Gooch's complaint about professional fees is wholly unfounded. The Special Committee was authorized to retain independent professionals, and obtained Board approval to retain Greenhill and White & Case on the existing financial terms. Notably, Greenhill's fees are much lower than the fees of Mr. Gooch's own financial advisor, and he does not appear to be complaining about those fees. To the contrary, Mr. Gooch has repeatedly attempted to have GFI pay for fees that Jefferies will charge with respect to his own financing of the IDB Transaction, which the Special Committee has rejected as inappropriate. White & Case's fees are likewise reasonable and customary for a public company M&A transaction, particularly where we are responding to an unsolicited takeover proposal. Moreover, given that Mr. Gooch's conduct and interference with the Special Committee has necessitated a significant amount of additional work, it rings hollow for Mr. Gooch to be complaining about fees now.
- Mr. Gooch's assertion of delay is ironic given his own repeated delay of the process. Moreover, contrary to Mr. Gooch's assertion, the Committee and its advisors promptly responded to all drafts of the Merger Agreement, and the deal was not signed until late-July because of the negotiations between Mr. Gooch and CME concerning the terms of the purchase of the IDB business by Mr. Gooch. Additionally, Newco and CME did not obtain regulatory approval until January 2015 and, therefore, could not have closed before then. In any case, the parties always anticipated closing in January 2015, and this timing still appears likely if Mr. Gooch does not himself precipitate further delay. Further, the CME Merger Agreement was structured to permit a post-signing market process, and Mr. Gooch cannot avoid a market process by claiming delay. Engaging in an auction process that produces maximum value to the independent stockholders is the goal, whether or not the time taken somehow discomfits Mr. Gooch personally.
- Mr. Gooch also incorrectly asserts that delay has caused a loss of value for stockholders. The Special Committee has been able to increase the price available to disinterested stockholders by \$1.05 per share, creating substantial additional value for stockholders. Ironically Mr. Gooch argued vigorously to prevent the Board from determining that the latest BGC proposal was likely to lead to a Superior Offer, and only after such conclusion was reached by the independent directors did Mr. Gooch and CME increase their offer, and have done so twice. Although Mr. Gooch may be unhappy about paying more, stockholders have benefited greatly from the Special Committee's work.

Second, we must reluctantly point out our perception that Mr. Gooch has interfered with the Special Committee's independent work:

- Mr. Gooch has delayed and blocked action on the Special Committee's recommendations with respect to the BGC tender offer. For instance, on December 12, the Special Committee unanimously determined that the BGC tender offer at \$5.45 reasonably could be expected to lead to a Superior Proposal. The Special Committee asked to set a Board meeting right away to vote on its recommendation. The meeting was not set until December 18. Although he should have abstained, Mr. Gooch then dominated the meeting with criticisms of BGC, insisted that the Special Committee withdraw its recommendation, and blocked a vote on the Special Committee's recommendation. Mr.

Gooch then barred the Special Committee's advisors from a second Board meeting on December 20, and again blocked a vote at that meeting. Finally on December 23, at a third meeting, the Special Committee's recommendation was finally adopted without Mr. Gooch's vote, but after eleven days' delay.

- On January 5, the Special Committee advised the Board that it had determined that the BGC tender offer at \$5.45 constituted a Superior Proposal and asked for a Board meeting the next day to vote on the recommendation. The Special Committee repeatedly requested a Board meeting, and still no meeting was ever set. The Special Committee appreciates that CME increased its offer to \$5.45 and then \$5.60 during this delay, notwithstanding Mr. Gooch's assertion that the likelihood of CME increasing at all was "very slim," but the Merger Agreement sets out a process pursuant to which CME can respond to a Change of Recommendation. The insiders are not permitted simply to block a Change of Recommendation by refusing to set a Board meeting while they consider their next move. It will be very important to ensure there is no repeat problem going forward with setting Board meetings and holding votes if BGC submits a topping bid.
- The Special Committee is concerned about disparagement of BGC and that insiders may be leading or allowing employees incorrectly to believe that their RSUs will vest if CME prevails, and will be lost if BGC is the winning bidder. Of course, as you and your client well know, that is not true. To the extent your client is involved in efforts to foment unrest among employees as the Special Committee tries to effect a transaction, the Special Committee insists that it stop immediately.
- Likewise any effort to amend employee agreements to permit them to terminate in the event that BGC prevails must stop. Such efforts could devalue the business and diminish BGC's interest, damaging the company and its stockholders. Entering into such agreements could also violate the terms of the tender offer agreement proposed by BGC, again potentially affecting any topping bid by BGC. Indeed, this has led directly to the Plaintiffs' assertion of another breach of fiduciary duty as outlined in the Supplemental Complaint recently circulated by Plaintiffs' counsel: "Gooch and Heffron ... encouraged and incited [top GFI staff to seek exit clause if rival BGC bid succeeds] as a means to privilege the Management Consortium's conflicted joint bid to acquire the Company..." [Supplemental Complaint, ¶42]
- The Special Committee learned on December 17 that management tried to interfere with BGC's representation by sending out an unauthorized series of letters demanding that BGC's counsel, Wachtell Lipton, withdraw from representing BGC. Mr. D'Antuono had no authority to communicate this position without instruction from the Special Committee.

Mr. Gooch's threat "to call off the CME deal and take back control of the company" is particularly troubling. Our clients will take all appropriate action to address any efforts by Mr. Gooch to interfere with the CME bid. Moreover, the Special Committee was empaneled by the Board to recommend a transaction and Mr. Gooch cannot disband the Committee to "take back control of the company" to the detriment of stockholders, absent Board action.

The Special Committee members' legal duty in this matter is clear: it is their duty to attempt, using the legal, tactical and strategic means available to them, to obtain the best transaction they can for the unaffiliated stockholders. If your client thought their duty was anything less, or that they would not act vigorously and independently in representing disinterested stockholders, once your client set this process in motion, he was and is mistaken. The Special Committee will not be intimidated and we ask you to instruct your client immediately to restrain himself from attempting to interfere with the Special Committee's work.

Date: January 8, 2015 at 5:20:25 AM EST

From: Michael Gooch <m.gooch@gfigroup.com>

Subject: Important. Communication between GFI Board Only

To: "Richard Magee (Board Member)" <rmagee21@verizon.net>

Cc: Board-All <Board@gfigroup.com>

Dear Richard

I want you to know that I and my colleagues really appreciate the significant time and effort you have devoted to the exceptional overload of work you have been given over the last year under the extraordinary circumstance surrounding the complicated transaction that the company and I dropped on your lap over a year ago with the proposed CME merger.

I also appreciate the complex legal tightrope you are walking in balancing your fiduciary duty to shareholders in your complex deliberation of the challenges of the transaction put before you.

However, I can tell you on behalf of certain rank and file employees of GFI and in particular certain large producing brokers and key Fenics employees that they believe the Special Committee and in particular the Special Committee Advisors at White and Case have put the interests of BGC and your personal interests (you and Frank) ahead of their ongoing loyalty to GFI - to the detriment of their devotion and loyalty to the company. Without their efforts there would be no company for you to sell. Misrepresentations to the Board of GFI and communications between your representatives and BGC ahead of disclosures to the company and the full Board during a period of time during which no such communications should have taken place (subject to section 6.5 of the Merger Agreement as spelled out to me and the Board by Morton Pierce on the phone while describing the very Clause in the merger agreement Pierce had breached) are a prime example of circumstances leading to our mistrust. Your defense of such inappropriate behavior by your advisors only bolsters our mistrust of your intentions and integrity in this regard.

There were blatant mis-truths (I speak kindly since frankly some might say outright lies) to our full Board in front of our advisors and other Board Members and their advisors by your legal representatives--Yet our employees and myself still extend you the fullest respect and recognize your obligation to make your Independent decisions regarding the company. However myself and a significant number of key employees have told you and the other Board members personally they we will **NOT** work for BGC under **ANY** circumstances. Need I repeat that? Will **NOT** work for BGC under **ANY** circumstances. However you have chosen to ignore these representations and other commercial risks to the company and you have personally stated to me on the last Board Call that in any merger there will be departures and you cannot predict those departures in spite of direct representations to you and the Board by specific employees and their representatives that they will depart if you try to sell the company to BGC. You received clear presentations from the management of Fenics at the last Board Meeting that Fenics will implode 70% of revenues within 15 to 18 months, and you received significant other information regarding departures of key brokerage personnel and the companies COO - as subsequently reported in the press, should you recommend a BGC deal. Therefore on behalf of my colleagues (which I can support with a petition if you require) I wish to inform you that myself and many others, while respecting your duty to shareholders, do not believe that you are giving necessary consideration to the commercial risks to the company or the well being of the employees and their families and

money due them, many of whom are significant RSU and shareholders without which you would have no company to sell. You also continue to ignore the minority shareholders that stand to be severely disadvantaged should you pursue your current recommendation.

For the record, since you have had this information clearly presented to you by senior management on more than one occasion, I wish to re-iterate for you in writing so there can be no later dispute in the event you as Special Committee decide to pursue a BGC deal and their conditioned riddled "offer " that you will never close at the advertised price - once BGC employs their tried and tested Playbook - and that at best you will achieve a deal at a significant discount to that offered by both BGC currently and the CME -thereby causing further detriment to **ALL** shareholders and the minorities which you appear to be ignoring, while allowing a viable and a valuable tax effective transaction for ALL shareholders with CME to expire. This will be on the record for all disadvantaged shareholders.

Naturally those disadvantaged by the inevitable lower share price including employees and those disenfranchised by the lock-ups (JPI and non continuing JPI) that you as Special Committee negotiated and agreed to, who will no doubt suffer, will look to all parties responsible for the decisions made by the Special Committee and their advisors (particularly in light of outright misrepresentations to the Board by said advisors) and in spite of significant warnings of such consequences. Such blatant misrepresentations by the Special Committee advisors will no doubt add additional concern to those disadvantaged. You will not be able to claim that these outcomes could not be predicted since I and management have made it very clear to you what will unfold -complete with Power Point presentation at the last Board Meeting. We have had significant experience in observing prior Cantor Fitzgerald and BGC dealings. As you have yourself Rick, in the story you shared with me, which now following legal advice you describe as "hear-say."

The minority shareholders including JPI and the non continuing JPI shareholders that to date your negotiations with BGC have to the best of my knowledge been largely ignored (while you focus on the 45%) and who will suffer due to the impairments to the company to which you and Frank have had significant presentations and yet along with your advisors have presumably chosen to ignore, will take all necessary action to protect our interests along with the interests of all other minorities

If I am wrong and you are in fact negotiating to protect both the company and the minorities while dealing with BGC and

Howard Lutnick whose reputations are of the lowest and worst in the industry, then I would appreciate being personally kept in touch with such negotiations, as opposed to being kept in the dark and misled as to date. What I have heard to date is far from satisfactory and since I cannot rely on the representations made by your counsel since they are inclined to keep BGC better informed than the Board and CME, I would appreciate regular updates (assuming your advisors actually keep you fully informed).

Meanwhile. During one full year that the Special Committee has had the CME deal to negotiate I have had exactly ONE (yes ONE) meeting with your Bankers Greenhill which was in a group meeting with you and your advisors midtown for about 20 minutes and ONE very brief phone call (in spite of the \$4.25mill fee you negotiated with them). As far as I know for their \$4.25 mill fee they have never visited our offices or spoken to any of our business managers. In addition I have met your lawyers in person who's fees are now well in excess of \$3mill exactly twice.

Maybe it is no surprise given the lack of communication on behalf of your advisors and the principles in this transaction that it has taken the Special Committee over a year to get to where we are today and that since GFI first engaged CME we have missed a 22% increase in the CME share price and a \$2 a share dividend which even without the increase in consideration by Newco would represent a \$5.66 share price equivalent for GFI shareholders today.

Meanwhile it has not escaped me that we have suffered millions and millions of dollars of legal and banking fees from your advisors while losing significant shareholder value.

Rick, I tried calling you but you didn't answer my multiple calls. However, Rick, I surely appreciate you have only the shareholders best interest at heart despite the gargantuan failure of your advisors to date.

On the bright side I think there is a slim (very slim) chance of a deal with CME. But not without support of the Special Committee. And if the Special Committee Support is not going to be forthcoming then I'd like to know now so I can call off the CME deal and take back control of the company before your advisors implode it to the detriment of ALL shareholders. There is too much at risk to leave in the hands of lawyers who don't tell me the truth on Board Calls, do not think or act commercially and Bankers too busy for their \$4.25 mill fee to make a trip to our offices.

Mickey

Yours sincerely

Mickey

Exhibit L

From: Michael Gooch
Sent: Thursday, January 08 2015 3:52:34 AM
To: Alex Istikhhar
Subject: Re: Recent developments re BGC

It's not something I can be involved in because I'm conflicted since I'm looking to buy the brokerage company. But it's something that anyone at GFI interested in pursuing can certainly do in their own gumption.

I'm the meantime. I will re-iterate that we will NEVER sell the company to BGC.

Sent from my iPhone

On Jan 7, 2015, at 11:43 PM, "Alex Istikhhar" <Alex.Istikhhar@GFigroup.co.uk> wrote:

Morning Mickey, Alex from Dubai here, isn't there something you can get all staff at GFI to sign to say we don't want to work for BGC and we won't sell them our RSU's ? I'm pretty sure no one wants to work for those clowns....

Cheers

From: Michael Gooch
Sent: Thursday, January 08, 2015 04:01 AM
To: GFI-All; Fenics Global; Kevin Heffron <Kevin.Heffron@trayport.com>; Elliott Piggott (Trayport); Peter Green (Kytegroup)
Subject: Re: Recent developments re BGC

Correction to last paragraph. I typo'd and meant to refer to the GFI/CME merger not GFI/BGC.

There will NEVER be a merger with BGC as Long as I have control of JPI. Their disrespect for our company and my family is beyond reproachable.

Sent from my iPhone

On Jan 7, 2015, at 10:42 PM, "Michael Gooch" <m.gooch@gfigroup.com> wrote:

Dear Colleagues,

As you may be aware BGC yesterday arrived at their 3rd **miserably failed** tender offer in 4 months. Failing to attract any more than approx 16% of the fully diluted shares of GFI which collectively with their 13.5% of outstanding GFI shares already owned by BGC amount to approximately 28% of the outstanding stock of GFI.

BGC doesn't get to own those tendered shares. They are simply tendered against conditions that cannot be met. By comparison JPI the company I and my colleagues control and other employee shareholders, and RSU holders control approx 48% of the companies fully diluted stock.

BGC do not own the 17% of outstanding GFI shares tendered yesterday - They only own approx 13.4% of currently outstanding shares compared to our 48%. BGCs very deliberately significant untenable tender conditions preclude them from acquiring the tendered shares. So BGC continue to be a shareholder of no more than approx 13.4% of GFI outstanding shares. By comparison- GFI RSU holders alone control approx 10% of GFI fully diluted stock and other GFI shareholders like Ron Levi and others collectively own more shares of GFI than BGC and then JPI and other insiders own and control an addition 40%. Therefore - JPI (the holding company I control), you employee RSU holders and other insiders control in excess of 45% of the fully diluted stock of GFI. By comparison BGC owns less than 10% of the fully diluted stock of GFI

As a public company -We owe a fiduciary duty to BGC as a significant 10 to 13% shareholder (notwithstanding the laws they broke - by their own admission in the UK by their acquisition of of approx 3.5% of the shares they hold). So therefore within the limits of the respect that are due BGC in regard to rules regarding public shareholders we hold them in the utmost respect. That does not mean we have to like them. We can also legally question the origin of those funds. Certainly the laws in the UK surrounding then illegal acquisition of the GFI shares BGC acquired may raise questions in regard to UK laws pertaining to money laundering.

However. Irrespective of the prior mentioned concerns, BGC fall far far short of the significant ownership stake that JPI (the holding company that I and my JPI colleagues control) and other GFI employees as well as those shares held by GFI RSUs that collectively amount to approx 48% of the fully diluted shareholding of the company.

As described above BGC's ownership stake in GFI on a fully diluted basis is barely more than that held by the existing employees of GFI in their restricted ownership accounts.

Having failed miserably for the third time since September 2014 to attract tenders from shareholders to attract even close to a tender approaching something close to a majority - BGC's latest proposal is to attract proxies from shareholders to desperately amount a 1/3 shareholder vote to block our CME merger. They are soliciting a proxy which they have failed to achieve in a tender which puts no cash at their risk (bearing in mind that their investment to date is at an average price below our original offer of \$4.55per share) as spoilers with, I'm my opinion no intention to actually pay shareholders their advertised price but to simply disrupt and destroy out proposed CME deal to the detriment of all GFI shareholders.

My personal opinion, which is mine and mine only and not necessarily that shared by GFI or GFI Board , but is garnered from my prior observations of BGC/Cantor Fitzgerald and Howard Lutnick dealings, is that BGC will attempt to solicit enough proxies from shareholders without risking any cash of their own to control enough shares of GFI to block our CME merger in an attempt to drag GFI into a prolonged drawn out due diligence with BGC to the detriment of all GFI shareholders. Such proposal supported by a bogus tender offer littered with conditions that can't be met and give BGC a virtual free walk from the deal. A tender that will extend beyond the end date of our CME merger causing that CME deal to expire and then assuming the Special Committee of GFI further engage GFI , employ the tried and tested BGC acquisition model of destabilization of our company and attempts to hire our employees in "Forward Start" contracts to the detriment of the company, it's employees and shareholders.

Fortunately GFI is not in any financial stress and unlike other companies that BGC/Cantor Fitzgerald has targeted, I'm the event BGC successfully upsets the GFI/BGC merger- GFI will not succumb to BGCs Playbook of destabilization and will remain ad an intact and profitable viable company.

Sent from my iPhone

Exhibit M

From: Michael Gooch
Sent: Wednesday, January 07 2015 11:29:45 PM
To: Imad El Kahi
Subject: Re: Recent developments re BGC

Thank you.

I will literally comity Hari care I before doing business with Lutnick

Sent from my iPhone

On Jan 7, 2015, at 11:08 PM, "Imad El Kahi" <Imad.Kahi@GFIGroup.co.uk> wrote:

Stay strong. I'm pretty sure you will always have the support of most of us.

Best wishes

Imad KAHl

GFI - Dubai

From: Michael Gooch
Sent: Thursday, January 08, 2015 04:01 AM
To: GFI-All; Fenics Global; Kevin Heffron <Kevin.Heffron@trayport.com>; Elliott Piggott (Trayport); Peter Green (Kytigroup)
Subject: Re: Recent developments re BGC

Correction to last paragraph. I typo'd and meant to refer to the GFI/CME merger not GFI/BGC.

There will NEVER be a merger with BGC as Long as I have control of JPI. Their disrespect for our company and my family is beyond reproachable.

Sent from my iPhone

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Dear Colleagues,

As you may be aware BGC yesterday arrived at their 3rd **miserably failed** tender offer in 4 months. Failing to attract any more than approx 16% of the fully diluted shares of GFI which collectively with their 13.5% of outstanding GFI shares already owned by BGC amount to approximately 28% of the outstanding stock of GFI.

BGC doesn't get to own those tendered shares. They are simply tendered against conditions that cannot be met. By comparison JPI the company I and my colleagues control and other employee shareholders, and RSU holders control approx 48% of the companies fully diluted stock.

BGC do not own the 17% of outstanding GFI shares tendered yesterday - They only own approx 13.4% of currently outstanding shares compared to our 48%. BGCs very deliberately significant untenable tender conditions preclude them from acquiring the tendered shares. So BGC continue to be a shareholder of no more than approx 13.4% of GFI outstanding shares. By comparison- GFI RSU holders alone control approx 10% of GFI fully diluted stock and other GFI shareholders like Ron Levi and others collectively own more shares of GFI than BGC and then JPI and other insiders own and control an addition 40%. Therefore - JPI (the holding company I control), you employee RSU holders and other insiders control in excess of 45% of the fully diluted stock of GFI. By comparison BGC owns less than 10% of the fully diluted stock of GFI

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shares BGC acquired may raise questions in regard to UK laws pertaining to money laundering.

However. Irrespective of the prior mentioned concerns, BGC fall far far short of the significant ownership stake that JPI (the holding company that I and my JPI colleagues control) and other GFI employees as well as those shares held by GFI RSUs that collectively amount to approx 48% of the fully diluted shareholding of the company.

As described above BGC's ownership stake in GFI on a fully diluted basis is barely more than that held by the existing employees of GFI in their restricted ownership accounts.

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Sent from my iPhone

Exhibit N

From: Michael Gooch
Sent: Thursday, January 08 2015 4:01:58 AM
To: Gareth Batty
Subject: Re: Recent developments re BGC

You are welcome.

I will never work for BGC. Lutnick is despicable.

Sent from my iPhone

On Jan 8, 2015, at 2:41 AM, "Gareth Batty" <Gareth.Batty@GFIgroup.co.uk> wrote:

Michael can I just quickly thank you or the updates on behalf of myself and the ABS team here in London. We appreciate both the updates and your fight against any BGC merger as none of us here want to end up working there.

I just wanted to let you know how much we appreciate it

Regards

Gareth

From: Michael Gooch
Sent: 08 January 2015 03:42
To: GFI-All; Fenics Global; Kevin Heffron; Elliott Piggott (Trayport); Peter Green (Kytegroup)
Subject: Recent developments re BGC

Dear Colleagues,

As you may be aware BGC yesterday arrived at their 3rd **miserably failed** tender offer in 4 months. Failing to attract any more than approx 16% of the fully diluted shares of GFI which collectively with their 13.5% of outstanding GFI shares already owned by BGC amount to approximately 28% of the outstanding stock of GFI.

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Sent from my iPhone

Exhibit O

From: Michael Gooch
Sent: Thursday, November 27 2014 8:51:48 AM
To: GFI-All,Fenics Global,Elliott Piggott (Trayport),Kevin Heffron,Peter Green (Kytegroup)
Subject: Additional Corporate Message from Mickey Gooch

Dear Colleagues:

As a follow up to my previous message below, I want to clarify a few points about the status of the BGC tender as it has come to my attention that there are rumors circulating that may be coming from BGC executive(s) or others that BGC currently owns 31% of GFI. This is blatantly false. BGC failed to close its tender offer at the November 19th initial expiration date as less than 18.5% of the Company's shares had been tendered. Because of the conditions to the BGC tender not being met, they were not able to close on the purchase of any of the shares that had been tendered. As a result, BGC owns none of the tendered shares, and the shareholders who tendered are free to withdraw their shares (and in fact over 7 million of those tendered shares have been withdrawn so far). As of today, BGC continues to own only 13.4% of the Company's stock.

As I have previously stated, JPI and other significant employee shareholders own and control approximately 40% of the current outstanding common stock of the Company and your employee RSUs represent almost 10% of the Company's fully diluted shares. Therefore, it will be very difficult for BGC to meet its minimum tender condition of obtaining over 50% of the outstanding shares of GFI on a fully diluted basis in order to complete the tender offer.

You should also be aware that no merger can be completed with BGC (or any other Company) without the consent and approval of 66-2/3% of the Company's common stock and therefore no merger can occur without the approval of JPI. As explained in my prior email, JPI will **not** vote for a merger with BGC.

I thank you for staying focused during this period of uncertainty and ask that you not be distracted by such uninformed rumors. Thank you for your hard work and dedication to the organization.

Sincerely,

Michael Gooch

From: Michael Gooch
Sent: Friday, November 21, 2014 1:58 PM
To: GFI-All; Fenics Global; Elliott Piggott (Trayport); 'Kevin.Heffron@trayport.com'; Peter Green (Kytegroup)
Subject: Corporate Message from Mickey Gooch

Dear GFI Employees:

Many of you have seen and commented on press and financial analyst reports that suggest an imminent acquisition of GFI by BGC, a direct competitor to our IDB business. I understand that those reports are disconcerting and I have heard from more than a few of you that you would not want to work for a company controlled by BGC even if offered the opportunity.

In my view, those reports are meaningless ruminations by uninformed third parties who have no direct knowledge of the transaction. ***You should not be distracted by such uninformed rumors.*** While these reports have indicated that BGC is in discussions with the Special Committee of

GFI's board of directors, the fact is that the Special Committee has a legal duty to engage in those discussions. You should know that the Special Committee has continued to endorse the pending transaction with the CME Group.

As you may know, I control Jersey Partners, Inc., which owns 38% of GFI. In my opinion, that significant equity interest will make it extremely difficult for any hostile acquiror to effectuate major corporate changes at GFI such as a merger, acquisition or similar transaction without my consent. JPI has also signed a contract which precludes it from voting for any transaction other than the CME-GFI Transaction.

You are the backbone of this organization, and I thank you for staying focused during this period of uncertainty. Please do not let anyone, especially uninformed third party non-participants, distract you from your daily work. Once again I urge you to stay focused and thank you for your dedication to the organization.

Sincerely,

Mickey Gooch

Exhibit P

From: Christopher D'Antuono [Christopher.Dantuono@gfigroup.com]
Sent: Monday, December 01 2014 10:51:26 PM
To: Marisa Cassoni; Richard Magee (Board Member); Frank Fanzilli (Board Member); Michael Gooch; Colin Heffron
Cc: Christopher D'Antuono
Subject: FW: Jason Zullin
Attachments: 11.25.14 Email.pdf

All,

Please see below and the attached letter that we received today.

Kind regards,
Chris

Christopher D'Antuono | General Counsel
GFI Group Inc. | 55 Water St. New York, NY 10041
Phone: (212) 968-2703 | Fax: (212) 968-2965
christopher.dantuono@gfigroup.com | www.gfigroup.com

From: Michela Lazzara [mailto:mlazzara@wechco.com]
Sent: Monday, December 01, 2014 9:15 PM
To: Michael Gooch; Colin Heffron; Ron Levi; Christopher D'Antuono
Cc: David Wechsler
Subject: FW: Jason Zullin

Gentlemen:

Attached please find an email which we sent to all of you last week, but apparently we had an improper email address because we left out the dot in your email addresses and we are resending today.

From: David Wechsler
Sent: Tuesday, November 25, 2014 3:51 PM
To: 'colinheffron@gfigroup.com'; 'michaelgooch@gfigroup.com'; 'ronlevi@gfigroup.com'; 'christopherdantuono@gfigroup.com'
Cc: David Wechsler
Subject: Jason Zullin

Gentlemen:

We have been retained by Jason Zullin in connection with the ongoing acquisition discussions. Attached please find an email from Jason regarding the foregoing that he asked we send you, and that he asks that you in turn please promptly forward to Special Committee members Frank Fanzilli, Richard Magee, and Marissa Cassini. Jason looks forward to this matter coming to a fair and favorable resolution. We can make ourselves generally available to assist in reaching such an outcome.

David

Michela Busardo Lazzara, Administrative Assistant
Wechsler & Cohen, LLP, 17 State Street, 15th Floor, New York, New York 10004
D: (212) 847-7909 T: (212) 847-7900 F: (212) 847-7955
mbusardo@wechco.com | wechco.com

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client work product, or other privileges. If you are not the intended

recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message. Thank you.

Exhibit Q

From: Christopher DAntuono [Christopher.Dantuono@gfigroup.com]
Sent: Saturday, January 03 2015 12:53:51 AM
To: Richard Magee (Board Member)
Cc: Frank Fanzilli (Board Member)
Subject: Re: Jason Zullin

Many thanks. And to answer an earlier question from Frank, yes it's the unvested rsus.

Also, we will be in touch with both of you soon. We will need one or both of you to attend a meeting with ISS to help promote the vote on our deal. I can explain more over a phone call if each of you would prefer. Basically we need to convince ISS to recommend our deal and the custom is to have someone from the special committee at those meetings.

Let me know if you want to discuss more.

All the best
Chris

On Jan 2, 2015, at 6:47 PM, "richard" <rmagee21@verizon.net> wrote:

Chris,
I have been out all day and thus only now picked up your email. We will consult with our advisors and revert soonest.
Happy New Year,
Richard

On Jan 2, 2015, at 3:03 PM, Christopher DAntuono <Christopher.Dantuono@gfigroup.com> wrote:

Richard and Frank,

Hope all is well and Happy New Year to you both.

Please see the below additional communication came in on Wednesday and was again addressed to the Special Committee. It is a communication from one of our broker's attorneys again raising for the Special Committee concerns around their RSUs. I ask that you please reply to them to address their concerns as soon as possible. The lack of response from the Special Committee is making it very difficult to manage the business and is potentially harming our ongoing relationships with key employees.

I am happy to discuss with you at your convenience or to arrange for a board meeting for the full board to discuss.

Best regards,
Chris

Christopher D'Antuono | General Counsel
GFI Group Inc. | 55 Water St. New York, NY 10041
Phone: (212) 968-2703 | Fax: (212) 968-2965
christopher.dantuono@gfigroup.com | www.gfigroup.com

From: David Wechsler [<mailto:DWechsler@wechco.com>]
Sent: Wednesday, December 31, 2014 5:43 PM
To: Christopher DAntuono
Cc: Michael Gooch; Colin Heffron; Ron Levi; David Wechsler
Subject: Jason Zullin

Chris:

It has been almost a month since I got your email below. Candidly, we are surprised to have had no substantive reply or update. This lack of communication serves only to intensify Jason's concerns. Moreover, since I first wrote other GFI employees/RSU owners have, too, become increasingly concerned that BGC remains a potential acquirer and have conveyed an interest in retaining our services and banding together if necessary. We, of course, are aware of the latest, revised CME and BGC offers, and the ambiguity of the BGC offer as it concerns how GFI RSU owners would be treated. Suffice it to say, Jason and these others have considerable and growing discomfort over their GFI RSUs being converted into anything but cash or immediately liquid securities, and understand that equity in the companies operated by Mr. Lutnick can have nuanced terms and conditions that render them of questionable and/or decreased, if not illusory, value. Consequently, Jason and these others demand prompt and reasonable assurances that their interests and rights will be protected. Absent same, they reserve the right to take all available legal action to protect their interests, including without limitation injunctive relief. As we did last time, we ask that you please promptly forward this to Independent Board Directors/Special Committee members Frank Fanzilli Jr., Richard Magee, and Marisa Cassoni, and look forward to an expeditious and substantive reply.

David

From: Christopher D'Antuono [<mailto:Christopher.Dantuono@gfigroup.com>]
Sent: Monday, December 01, 2014 5:27 PM
To: Michela Lazzara; Michael Gooch; Colin Heffron; Ron Levi
Cc: David Wechsler
Subject: RE: Jason Zullin

David,

I can confirm that we are in receipt of your email below. We will promptly send this on to our special committee and will let you know if we require any additional information.

Kind regards,

Chris

Christopher D'Antuono | General Counsel
GFI Group Inc. | 55 Water St. New York, NY 10041
Phone: (212) 968-2703 | Fax: (212) 968-2965
christopher.dantuono@gfigroup.com | www.gfigroup.com

From: Michela Lazzara [<mailto:mlazzara@wechco.com>]
Sent: Monday, December 01, 2014 9:15 PM
To: Michael Gooch; Colin Heffron; Ron Levi; Christopher D'Antuono
Cc: David Wechsler
Subject: FW: Jason Zullin

Gentlemen:

Attached please find an email which we sent to all of you last week, but apparently we had an improper email address because we left out the dot in your email addresses and we are resending today.

From: David Wechsler

Sent: Tuesday, November 25, 2014 3:51 PM

To: 'colinheffron@gfigroup.com'; 'michaelgooch@gfigroup.com'; 'ronlevi@gfigroup.com'; 'christopherdantuono@gfigroup.com'

Cc: David Wechsler

Subject: Jason Zullin

Gentlemen:

We have been retained by Jason Zullin in connection with the ongoing acquisition discussions. Attached please find an email from Jason regarding the foregoing that he asked we send you, and that he asks that you in turn please promptly forward to Special Committee members Frank Fanzilli, Richard Magee, and Marissa Cassini. Jason looks forward to this matter coming to a fair and favorable resolution. We can make ourselves generally available to assist in reaching such an outcome.

David

Michela Busardo Lazzara, Administrative Assistant

Wechsler & Cohen, LLP, 17 State Street, 15th Floor, New York, New York 10004

D: (212) 847-7909 T: (212) 847-7900 F: (212) 847-7955

mbusardo@wechco.com | wechco.com

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Exhibit R

From: Christopher DAntuono
Sent: Tuesday, December 16 2014 8:09:04 AM
To: Michael Gooch
Cc: Marisa Cassoni; Colin Heffron
Subject: Re: You may have seen this

Sure. Will do.

Best
Chris

On Dec 16, 2014, at 8:08 AM, "Michael Gooch" <m.gooch@gfigroup.com> wrote:

We could do that.

We did see the Observer article when it first came out and the other Observer article (which in case you did not see I shall make sure you get a copy).

We sent both articles to the FCA along with other information on our Change of Control application.

Chris,

At Marissa's request can you please make sure that all the Board members get both Observer articles and any other related press in a package ASAP.

Thank you
MG

Sent from my iPhone

On Dec 16, 2014, at 12:18 AM, "Marisa Cassoni" <cassoni.marisa@gmail.com> wrote:

Dear Mickey . You may wish to check with your lawyers first , but it would be helpful for me if the Board ,including the non executive directors , are sent relevant press comment . This is the second article that has been drawn to my attention . The first was in the previous Sunday's Sunday Times and drawn to my attention by a Skipton fellow Board member who had just read it

Very Best Wishes Marisa

Sent from my iPad

On 16 Dec 2014, at 08:05, Michael Gooch <m.gooch@gfigroup.com> wrote:

Thank you Marissa. Yes we did see that.
Looking forward to catching up soon. Hope you are well

M

Sent from my iPhone

On Dec 15, 2014, at 11:16 PM, "Marisa Cassoni" <cassoni.marisa@gmail.com> wrote:

Received this morning Kind Regards Marisa

Sent from my iPad

Begin forwarded message:

From: Mark Mckeown <momckeown@gmail.com>
Date: 16 December 2014 02:31:02 GMT
To: Marisa Cassoni <cassoni.marisa@gmail.com>
Subject: You may have seen this

<http://observer.com/2014/11/bgc-hits-a-roadblock-on-fast-track-to-gfi-takeover/>

Most interesting, as you know I like to follow these things, particularly since I loathe HL.

Much love

Mark O. McKeown

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Exhibit S

From: Michael Gooch
Sent: Tuesday, December 16 2014 11:23:12 AM
To: Board-All
Cc: Christopher DAntuono
Subject: In preparation for Board Call

Dear fellow Board Members,

Ahead of our upcoming Board Call which Chris DAntuono is looking to schedule - I wish to summarize a number of salient facts and matters for your consideration.

As I understand the current state of affairs- the GFI Special Committee is not currently "in negotiation" with BGC.

However, during the almost 3 months of negotiations with BGC it is my understanding that BGC did not, and refused to sign the standard NDA as signed by the CME and other interested parties containing protections for GFI against solicitation and "poaching" of GFI personnel.

As a matter of fact, that can be confirmed should you choose with Julian Swain, Colin Heffron, and the Heads of GFI Paris and Asia:- BGC has actively contacted and communicated with certain of our employees around our organization over the past few months soliciting them to join BGC. The rhetoric most commonly used is that a deal with BGC and GFI is "done" or "will be certainly" consummated therefore the individual should join BGC now or via "forward start" contract as terms for the employee will be more favorable now than if they wait for the transaction with GFI to be completed. Both Mark Webster Head of BGC Asia and JP Head of BGC Paris have mischaracterized the failed BGC tender results to state that BGC already owns 31% of GFI during conversations with our employees.

Julian Swain -Head of European Brokerage has been contacted three times by a Senior MD of BGC London with whom he is acquainted and has met with him and has received a similar story regarding BGC's presumed deal conclusion. In Julian's most recent conversation, the BGC MD has stated that BGC President Shaun Lynn (the writer of the correspondence from BGC to GFI) has requested a meeting with Julian personally and directly.

We discussed on a prior Board Call the tactics used by BGC to destabilize and recruit employees of a target company before and during acquisition discussions. We discussed these tactics used by BGC during the earlier acquisition of Eurobrokers, during which negotiations BGC signed the Head of Eurobrokers London and as many as 40 key staff to "forward start" contracts. This strategy assured for BGC that no competitive suitor was able to acquire Eurobrokers and BGC lowered its ultimate acquisition price from the originally advertised and "offered" price for Eurobrokers upon the eventual closing of the acquisition.

At the Board dinner on Dec 3 2014, which we all attended, Nick Steffen and Marcos Brodsky of GFI described to the Board members present, the tactics deployed by BGC to reduce the initially negotiated deal price of the sale of their company Phoenix Partners to BGC which eventually after months of fruitless negotiation and renegotiation of a lower deal price and reduced terms for Phoenix Partners led the individuals to enter into a transaction with GFI at a substantially lower price than had been originally offered by BGC many months earlier and to the detriment of other Phoenix Partners shareholders. Nick Steffen stated at the dinner that companies may not be "in distress" when they enter into negotiations with BGC but may well be by the time a deal conclusion has been reached.

I can give you information concerning ICE (small FX broker) run by a gentleman, Mike Williams, known well to both myself and Richard Magee, that was sold to Cantor Fitzgerald (which controls BGC) which used similar tactics in that acquisition, delaying considerably the closing while ICE Germany closed and ICE London developed a liquidity and capital problem. In a recent conversation I had with Mike Williams - Mr Williams said to me that BGC took care of him personally but "yeah, you could say they f***** The Company"

A tactic used by BGC is to negotiate superior deal terms with a company's key personnel or active management owners while delivering ultimately inferior deal terms to the other shareholders.

For the record - I have been approached directly twice by Shaun Lynn (BGC President) and once by an intermediary, all within the last 3 months, to meet with directly with BGC, including a request to have my **personal** lawyer reach out directly to BGC's lawyer. That approach regarding my personal lawyer was made to me by text which I can make available to the Board. It would certainly be inappropriate for me to have such meetings and I have ignored the approaches. But the purpose of such efforts to reach me and discuss matters personally should be of concern to the Board and Special Committee.

Richard Magee shared with me in a brief discussion at the close of a recent Board meeting, facts which he recalls regarding an acquisition by Cantor Fitzgerald (CF) of a UK based brokerage company, whereby on the day the deal was to be signed and the CF representatives flew to London to close the deal- CF reduced the purchase price at the closing meeting -giving the company no option at that point than to accept the lower price.

Just yesterday BGC announced the acquisition of the assets of RP Martin UK and their subsidiaries. Over the past 18 months BGC has systematically hired on "forward start" contracts significant brokers of RP Martin giving the shareholders few if any other options for the sale of the company and according to persons close to the deal, BGC lowered the finally negotiated deal price on the closing day.

At GFI we have been fortunate that to date and to the best of our knowledge no employees have entered in agreements with BGC. But of course we can't be certain since such "forward start" contracts do not need to be disclosed by our employees. (In some cases our newer employee contracts have language that attempts to give us some protection in such cases). The UK courts have not only upheld the validity of "forward

start" contracts but amazingly enough have held the original employer liable for damages and legal fees to be paid to the company who signed the employee(s) to the "forward start" contract when the original employer later persuaded the departing employee(s) to remain.

Our employees have expressed tremendous loyalty to GFI. However at the Board dinner on Dec 3, Regional Heads of GFI representing the London, Paris, other parts of Europe, New York and Asia and certain individual large revenue producers at GFI identified approximately north of \$140 mill of brokerage revenue that GFI will lose, if GFI agrees to a merger or sale of control to BGC, by way of brokerage desks and individuals that refuse to work for BGC. Ron Levi, GFI COO stated to the Board Members at the dinner that he will resign and leave GFI if such a transaction is entered into. Most if not all of those desks and individuals would likely depart before any deal with BGC was consummated and closed.

Additionally the CEO of Fenics-Richard Brunt discussed Fenics, the division valued by CME in the CME merger at \$90 million- \$30 mill of which CME directly attributes to a data sale agreement to be entered into by "Newco" limiting Newco's alternative commercial options for ten years and guaranteeing CME \$30 mill from Newco in the event certain data sales revenues by Fenics of Newco data are not achieved in the first ten years following the merger (The Data Guarantee). This portion of the Fenics valuation in the merger directly benefits GFI shareholders in the merger and is part of the consideration being paid by Newco to CME for the acquisition of the IDB businesses.

At the Board Meeting on Dec 4th, minutes of which have not yet been reviewed or approved by the Board, Richard Brunt further elaborated. Having had two senior resignations of Fenics key personnel the Friday immediately preceding the Board dinner (the resignations being directly related to concerns of the individuals regarding a potential BGC merger) and in follow up to an earlier telephonic presentation he had made to the Board regarding probable staff departures in the event of a BGC merger, Richard presented the Board with a Power Point presentation demonstrating that sales at Fenics will fall 70% (including data sales) within 15 to 18 months in the event key staff, including himself, continue to depart. He also stated that key staff are on 3 to 6 month rolling contracts which is normal in the software business and that key staff, including himself, will not work for BGC, and that the bulk of the sales force including the Head of Asian sales who has been with Fenics for 20 years will depart, as well as key personnel in Product Development, if GFI enters into a transaction with BGC. These departures will likely be set in motion long before any final deal with BGC can be finalized and closed. The effect of such departures, particularly in a hostile transaction which does not have the support of GFI management and with the departure of the GFI COO, Ron Levi, will be a significant impairment in the value of Fenics. That impairment along with the significant impairment of the brokerage business resulting from the loss of \$140 million of revenue will no doubt be reflected in the price BGC will ultimately be willing to close any contemplated transaction.

It is possible with good management and attention to employee retention that some portion of such impairment may be avoided. But I remind you that- We, the Board and Special Committee, have received two letters from employees lawyers and one from Julian Swain on advice of UK counsel in connection with the employees concerns (one lawyer letter is from a group of GFI employees) surrounding the companies obligations to the employees regarding their RSU and other retirement benefits in the event of a GFI/BGC merger or other transaction. To date, we as a Board and the Special Committee have not addressed these letters or concerns of the employees. Other than acknowledgement of receipt of the letters no other responses have been given or communication made to these employees or their legal counsel. Only the Special Committee can tell the Board and these employees how they would deal with the employee RSU obligation in a BGC transaction. This lack of consideration and response, does in my opinion increase the risk substantially of employee departures and potential employee led litigation against the Company and the Board, including the possibility of a Class Action law suit in the event GFI enters into an Agreement with BGC if the RSU issue is not addressed.

To simply rely on a legal premise that an acquirer of GFI will be legally obligated to the employees, as GFI is now obligated, is not sufficient particularly in light of the reputation (vis a vis obligations to employees) of the acquirer in this case- BGC. Our legal obligation to our employees in the UK and France is particularly burdensome. However, even that legal premise, if in fact that is the premise by which the Special Committee is relying, has not been communicated back to our employees. In fact the matter appears to have been largely ignored.

Myself and Colin have of course done what we can to reassure employees as best we can. Our strongest argument being that JPI will not support a transaction with BGC, which gives them some comfort.

Colin had to fly to Paris Monday this week and to London yesterday and is still there today to further assure concerned employees. The fact that he is able to state as a matter of fact that GFI is not in negotiation with BGC at this juncture and that all communication with BGC by GFI has ceased has been very helpful in stabilizing the current situation.

We have a lot to discuss on the Board Call, including the ambiguity of certain matters in the most recent BGC letter and other serious issues relating to BGC.

I hope this email communication is a helpful summary and that it will save some time on the call.

Best wishes

Mickey Gooch

Sent from my iPhone

Exhibit T

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Direct Dial + 212 819 8252

gkurtz@whitecase.com

December 17, 2014

Christopher D'Antuono, Esq.
General Counsel
GFI Group Inc
55 Water St.
New York, NY 10004

Re Special Committee Process

Dear Mr. D'Antuono:

We write on behalf of the Special Committee, currently comprised of Frank Fanzilli and Richard Magee, to express two serious concerns.

As you know, the Special Committee is charged with the responsibility of evaluating and making recommendations with respect to strategic alternatives for GFI. As you also know, one of the alternatives that the Special Committee is evaluating is a tender offer launched by BGC Partners ("BGC"). The Special Committee has learned that, on December 5, you wrote to BGC's counsel, Wachtell Lipton, asserting that the firm is conflicted and demanding that "Wachtell immediately terminate its representation of BGC" in connection with its tender offer to acquire the outstanding shares of GFI common stock. Again, without any consultation with, or authority from, the Special Committee, you sent another letter to Wachtell on December 9, 2014 repeating your demand that "Wachtell terminate its representation of BGC" in connection with the tender offer. We understand that you have taken the position that Wachtell represented GFI in connection with certain tax advice. We also understand, however, that GFI has no engagement letter with Wachtell, has never paid Wachtell for any services, and that GFI never requested that Wachtell act as its attorneys. Moreover, Wachtell has advised that it never received any communication from GFI with respect to a legal representation, and that it has not used any confidential GFI information in connection with its representation of BGC.

The Special Committee is deeply concerned that you took such unauthorized action without consulting the Special Committee, and that you concealed such information from the Special Committee for nearly two weeks. Only the Special Committee represents GFI in connection with a sale transaction. Furthermore, your letter is flatly incorrect in stating that BGC's offer to purchase GFI stock "is directly adverse to the interests of GFI in consummating its acquisition by CME." GFI's interest is in consummating a transaction on terms that are most favorable to

ALMATY ANKARA ASTANA BEIJING BERLIN BRATISLAVA BRUSSELS BUCHAREST BUDAPEST DOHA DÜSSELDORF FRANKFURT GENEVA HAMBURG
HELSINKI HONG KONG ISTANBUL JOHANNESBURG LONDON LOS ANGELES MADRID MEXICO CITY MIAMI MILAN MONTERREY MOSCOW MUNICH
NEW YORK PARIS PRAGUE RIYADH SÃO PAULO SHANGHAI SILICON VALLEY SINGAPORE STOCKHOLM TOKYO UAE WARSAW WASHINGTON, DC

Americas 90351579

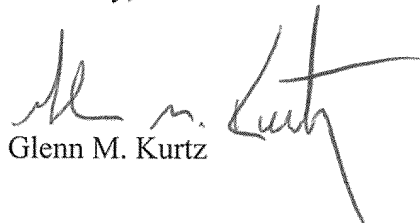
December 17, 2014

stockholders. Additionally, BGC's tender offer is not "hostile," as you repeatedly characterize it, but unsolicited.

The Special Committee has concluded that interfering with BGC's legal representation would impede BGC's bid and interfere with the Special Committee's ability to maximize value for stockholders. The Special Committee does not believe that Wachtell is conflicted in representing BGC in connection with its bid, and would, in any case, waive any conflict to facilitate a potentially superior transaction. The Special Committee demands that you withdraw your letter to Wachtell. You are not authorized to act for GFI in connection with the potential BGC transaction, and the Special Committee instructs that you may not otherwise communicate with BGC or take any further action with respect to BGC's bid.

The Special Committee is also concerned about communications with brokers and other employees. It appears that negative information about BGC and a potential BGC transaction is being disseminated to employees. Contrary to the information apparently communicated to employees, a successful BGC tender offer would effect a change in the ownership of GFI and, therefore, not eliminate or otherwise impact the rights of the RSU holders. Also contrary to the information being disseminated, the CME deal does not vest the RSUs. The Special Committee requests that no action be taken that interferes with the BGC bid.

Sincerely,



Glenn M. Kurtz

cc Jeffery Poss, Esq.
Tariq Mundiya, Esq.
Mr. Frank Fanzilli
Mr. Richard Magee

Exhibit U

From: Michael Gooch
Sent: Friday, February 20 2015 7:47:14 AM
To: Jason Zullin
Subject: Re: Good morning

Hi JZ,

I know you know that when your shares are vested in your account they are yours to do with as you wish (subject to the usual restrictions on associated persons around earnings releases). So I appreciate that you are asking my "permission" so to speak when you don't need my permission as such.

So I'm taking it that you are asking me as a courtesy due to the activity of the past 7 months and the advice we have sought from each other vis a vis what action to take with our stock, especially when the company was subject to a hostile bid that was not aligned with our original goals for the company.

Frankly,

Now that our Board has recommended the BGC Tender and has negotiated with BGC protection for all shareholders at \$6.10 - the high probability is that the consensual tender deal will close. Those facts should become public by the open of trading today so you won't be in possession of any inside information.

Provided some other fact doesn't arise like litigation that might result in a change to the terms of the tender and back end merger, which I don't think is a high probability, but can't rule out, then I think \$6.10 is where the trade will close and therefore the opportunity to sell at \$6.10 will remain out there as function of the tender up and until the back end merger. The back end merger could occur anytime between about 3 months from now or at the latest Jan 2016. At the point of the back end merger any stragglers (people that didn't tender) will get taken out at \$6.10.

So I'm personally relaxed about the timing of any decision you make around selling your stock, and if your decision is to sell or tender to BGC I'm not offended or concerned at this point. I've voted with the Board to recommend the tender.

However, I'd like to double check if employees are in a "restricted trade" period or "black out" (same thing), as a function of the fact the company is releasing 4Q earnings next week before saying you should go ahead. It would seem strange to me since the Board has "Recommended" the tender that employees and associated persons couldn't tender. But securities laws are strange.

I'm sure you aren't the only associated person wondering the same thing, so I'm going to find out and get back to you ASAP.

Sorry this was a long answer, but I don't want to inadvertently give you wrong advice or instruction.

Mickey

Sent from my iPhone

> On Feb 20, 2015, at 6:54 AM, "Jason Zullin" <Jason.Zullin@gfigroup.com> wrote:

>

> As you are aware on Jan 31 I had roughly 90,000 jpi 2 stock vest. This is net of shares held back for tax purposes. Do I have your permission to sell those shares?

>

> Please advise.

>

> Thank you

>

> Jason

>

> Sent from my iPhone

Exhibit V

Unknown

From: Kleinman, Jacob <jkleinman@willkie.com>
Sent: Friday, December 19, 2014 3:37 PM
To: Elliott, Michael
Cc: Pierce, Morton A.; Luchs, Bryan; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher DAntuono; Poss, Jeffrey; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background
Attachments: image001.jpg; S-4 Background Insert (1219)-v2.docx; Change-Pro Redline - S-4 Background Insert (1219)-v1 and S-4 Backgroundpdf

Attached are our comments, which we intend to share with Skadden for inclusion in the S-4.

Thanks,

Jacob

From: Elliott, Michael [mailto:michael.elliott@whitecase.com]
Sent: Friday, December 19, 2014 3:12 PM
To: Christopher DAntuono; Poss, Jeffrey; Kleinman, Jacob; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Cc: Pierce, Morton A.; Luchs, Bryan; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler
Subject: S-4 Background

All,

Please find attached our proposed additions to the background section. Please let us know of any comments, otherwise we will get this into the printer.

Regards,

Michael Elliott | Associate
T +1 212 819 7688 F +1 212 354 8113 E melliott@whitecase.com
White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787
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Exhibit W

Unknown

From: Kurtz, Glenn
Sent: Friday, December 19, 2014 4:47 PM
To: Poss, Jeffrey; Luchs, Bryan; Kleinman, Jacob; Elliott, Michael
Cc: Pierce, Morton A.; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher D'Antuono; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background
Attachments: image001.jpg

And as I wrote, you are wrong. I certainly understand your interest in not admitting to improper disclosures, but the facts are the facts. Ultimately, I expect, the Court will determine what should be in the S-4. Meanwhile, will you and Mr. D'Antuono please specify all alleged inaccuracies in the Special Committee's disclosure?

Glenn M. Kurtz | Global Head of Commercial Litigation
T +1 212 819 8252 E gkurtz@whitecase.com
White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787

From: Poss, Jeffrey [<mailto:jposs@willkie.com>]
Sent: Friday, December 19, 2014 4:31 PM
To: Kurtz, Glenn; Luchs, Bryan; Kleinman, Jacob; Elliott, Michael
Cc: Pierce, Morton A.; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher D'Antuono; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background

Glenn, as I said before, your proposed riders (and your statement below) are inaccurate and inappropriate for inclusion in the S-4.

From: Kurtz, Glenn [<mailto:gkurtz@whitecase.com>]
Sent: Friday, December 19, 2014 4:29 PM
To: Poss, Jeffrey; Luchs, Bryan; Kleinman, Jacob; Elliott, Michael
Cc: Pierce, Morton A.; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher D'Antuono; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background

We cannot control what goes into the S-4, but our proposed disclosure is absolutely accurate. You cannot avoid the facts simply by cleansing them from the filing, as you are doing in your proposal. Again, as I understand you suggested to Bryan, we will include our disclosure in a D-9.

Glenn M. Kurtz | Global Head of Commercial Litigation
T +1 212 819 8252 E gkurtz@whitecase.com
White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787

From: Poss, Jeffrey [<mailto:jposs@willkie.com>]
Sent: Friday, December 19, 2014 4:24 PM
To: Luchs, Bryan; Kleinman, Jacob; Elliott, Michael
Cc: Pierce, Morton A.; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher D'Antuono; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background

It is absolutely inappropriate and misleading. You want to send it to Skadden, go ahead. We'll discuss directly with them.

From: Luchs, Bryan [<mailto:bryan.luchs@whitecase.com>]
Sent: Friday, December 19, 2014 4:21 PM
To: Kleinman, Jacob; Elliott, Michael
Cc: Pierce, Morton A.; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher DAntuono; Poss, Jeffrey; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background

We think the deleted language is important. We intend to send our draft to Skadden. If they don't want to accept our version for the S-4, they can file your version. We will then add our version to the next D-9 as Jeff suggested.

From: Kleinman, Jacob [<mailto:jkleinman@willkie.com>]
Sent: Friday, December 19, 2014 3:37 PM
To: Elliott, Michael
Cc: Pierce, Morton A.; Luchs, Bryan; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler; Christopher DAntuono; Poss, Jeffrey; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Subject: RE: S-4 Background

Attached are our comments, which we intend to share with Skadden for inclusion in the S-4.

Thanks,

Jacob

From: Elliott, Michael [<mailto:michael.elliott@whitecase.com>]
Sent: Friday, December 19, 2014 3:12 PM
To: Christopher DAntuono; Poss, Jeffrey; Kleinman, Jacob; Markel, James P.; Lichtman, Iris; Palmer, Samantha
Cc: Pierce, Morton A.; Luchs, Bryan; Kurtz, Glenn; Hammond, Andrew; Choo, Stephanie; Mossanenzadeh, Arian; Shelton, Tyler
Subject: S-4 Background

All,

Please find attached our proposed additions to the background section. Please let us know of any comments, otherwise we will get this into the printer.

Regards,

Michael Elliott | Associate
T +1 212 819 7688 F +1 212 354 8113 E melliott@whitecase.com
White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787
WHITE & CASE

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Exhibit X

From: Michael Gooch
Sent: Monday, December 29 2014 4:14:50 PM
To: GFI-All; Fenics Global; Elliott Piggott (Trayport); 'Kevin.Heffron@trayport.com'; Peter Green (Kytegroup)
Subject: Corporate Message from Mickey Gooch
Attachments: Additional Corporate Message from Mickey Gooch

Dear Colleagues,

Once again I find myself writing to you to dispel certain false rumors being desperately circulated by BGC who continue to fail miserably with their material condition-laden tender offer that in my opinion continues to have no chance of any success.

My take on the matter and as to why BGC and their representatives continue to spread increasingly desperate and misleading rumor is that their goal continues to be the destabilization of GFI in the hope of conning GFI employees into entering employment agreements with BGC to the detriment of GFI- GFI shareholders and GFI RSU holders.

The latest rumor to have been directly passed along by certain BGC representative(s) to GFI employee(s) is a false statement that my ex-wife has either sold her ownership stake in GFI to, or entered into an agreement with BGC to sell them her stake.

Once again this is a blatant lie and deceptive falsehood.

My ex-wife does not directly own or control any ownership stake in GFI. JPI, which is controlled by myself, Colin Heffron and Nick Brown, owns the shares of GFI. None of the investors in JPI can sell their interests in the shares of GFI that are held by JPI nor can they independently sell their shares of JPI, and all of the JPI shareholders have signed a Unanimous Written Consent to support the Merger Agreement with CME. In addition, JPI, as previously mentioned, has signed a support agreement and can only support the CME merger.

I find this attack by BGC and circulation of false information regarding my family to be a personal affront which is demonstrative of the levels that BGC is willing to sink in their campaign of destabilization.

I attach here my earlier emails to you addressing other false rumors circulated by BGC and reiterate that myself and JPI will not support a merger with BGC.

Thank you again for your continued loyal support.

Mickey Gooch

Exhibit Y

Unknown

From: Kurtz, Glenn
Sent: Sunday, January 18, 2015 8:12 AM
To: 'Christopher DAntuono'
Cc: Pierce, Morton A.; Luchs, Bryan; 'jposs@willkie.com'; 'Mundiya, Tariq (tmundiya@willkie.com)'
Subject: RE: Board Meeting Needed Right Away

One, my emails are accurate and the facts described are well documented. While those facts may seem incendiary to you, as an insider, it is the fact that the insiders appear unwilling to meet do discuss the merits of a competing bid that troubles the Special Committee.

Two, White & Case is not acting on its own, but rather is communicating on behalf of the Special Committee, which is charged with the responsibility for evaluating and recommending a potential transaction. We hope that, by alerting you to the facts, you will take more seriously our communications for the Committee relating to the potential transactions.

Three, time is of the essence with respect to the expiring offer. Setting a meeting is a basic matter that has presented no obstacle for the insider deal. In fact, the Board was able to meet twice last week, within only a few minutes of the Special Committee's recommendations, to vote on the insider deal. There is no other matter before the company that can be more important than the one at hand. Although I am certainly sorry to hear of Mr. Heffron's loss, the Board can hold a meeting in his absence. Indeed, Mr. Heffron is conflicted and needs abstain in any case.

Four, under the Resolution forming the Special Committee, you are required to assist the Committee. The Committee would appreciate it if you would focus on setting a Board meeting.

Five, we find it difficult to believe that the insiders need more time to understand the BGC deal. The Board and you have had the documents outlining the deal for weeks. Moreover, the insiders need to abstain and cannot time-out a competing offer by delaying the meeting to vote on it.

Glenn M. Kurtz | Global Head of Commercial Litigation

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-----Original Message-----

From: Christopher DAntuono [mailto:Christopher.Dantuono@gfigroup.com]
Sent: Saturday, January 17, 2015 01:15 PM Eastern Standard Time

To: Kurtz, Glenn
Cc: Pierce, Morton A.; Luchs, Bryan; jposs@willkie.com; Mundiya, Tariq (tmundiya@willkie.com)
Subject:FW: Board Meeting Needed Right Away

Mr. Kurtz,

Please refrain from sending incendiary emails creating a false and completely misleading record of the actions of our board.

Let me remind you of the limited role you serve for GFI. You are counsel to the special committee and your responsibilities extend only to advising them. You seem to be under the misguided understanding that you run our board and this Company. I refer you to the authorizing resolutions for the Special Committee which lay out the roles and responsibilities of the Special Committee.

The Company is managed by its full board and by executive management. At no point in time was your firm granted any other authority.

In addition, you do not need to remind us constantly of the importance of the matters at hand. We take them extremely seriously and require some time to analyze and conduct a fulsome process before voting on matters that have significant consequences for all of the company's shareholders.

In response to your completely misleading statement of the record about the conduct of the Board sent to counsel, the rights plan to which you refer had already been approved. What was being asked was a simple pro-forma re-approval that we did not even believe was necessary under the resolutions your firm prepared as the record for the original approval of the rights plan. As for voting on other matters, including the CME transaction, you well know the difficulty faced in finding availability from all needed for a vote. Specifically, as to current events, I understand Ms. Cassoni has reached out to both your firm and to JPI's counsel to discuss her issues. Mr. Heffron's mother in law has just passed away and that is also causing scheduling issues.

The matters raised by the BGC tender offer agreement are complex and are not the same as the CME merger agreement, which was negotiated over a period of many months by your clients and was approved by them many times. The terms of the CME merger are well known and the recent votes on thCME deal have only been to increase the price. The directors are entitled to and will ensure they are adequately informed before participating in a board process.

Please cease and desist from sending misleading, self-serving emails and statements about the record of our company's board questioning the behavior of our directors.

Thank you.

Christopher D'Antuono | General Counsel

GFI Group Inc. | 55 Water St. New York, NY 10041

Phone: (212) 968-2703 | Fax: (212) 968-2965

christopher.dantuono@gfigroup.com <mailto:christopher.dantuono@gfigroup.com> | www.gfigroup.com
<http://www.gfigroup.com/>

From: Mundiya, Tariq [mailto:tmundiya@willkie.com]
Sent: Saturday, January 17, 2015 2:13 PM
To: Christopher D'Antuono; Poss, Jeffrey
Cc: Scaduto, Frank; Cosenza, Todd; Advani, Sameer; McGinn, Timothy
Subject: Fwd: Board Meeting Needed Right Away

This is the exchange I was having with Kurtz yesterday. I think I forwarded some of these already.

Begin forwarded message:

From: "Kurtz, Glenn" <gkurtz@whitecase.com>
Date: January 16, 2015 at 4:14:25 PM EST
To: "Mundiya, Tariq" <tmundiya@willkie.com>
Subject: RE: Board Meeting Needed Right Away

I do not want to get caught up in conclusory statements, so to be clear, when I refer to the record, among other things, I mean the fact that your clients NEVER made themselves available for a board meeting to act on the Special Committee's recommendation of January 5 to accept BGC's tender offer bid of \$5.45. Yet, the insiders agreed to be available on January 7 to consider a shareholder rights plan if the BGC tender offer was not extended. So, the insiders' schedule permitted attendance on January 7 to take action they thought beneficial to their deal, but not to consider the Special Committee's recommendation of the competing BGC offer, which was beneficial to the disinterested stockholders. And then the insiders agreed to be available on a few hours' notice on January 13 to act on CME's matching bid of \$5.45, though only after calling us to ensure that the Committee was not intending to bring up for action the BGC offer of \$5.60 that had just been received. Then the insiders made themselves available just after 7am on January 15, immediately when requested by the Special Committee, to vote on CME's matching offer of \$5.60, on almost no notice. Now, somehow, the insiders were unavailable last night, are unavailable today and tonight and cannot even communicate a time when they are available.

The BGC offer runs on Monday at noon, so time is beyond of the essence. There is no more important matter for GFI directors than a Board meeting to address the BGC expiring offer. They need to treat it as such.

Glenn M. Kurtz | Global Head of Commercial Litigation
T +1 212 819 8252 E gkurtz@whitecase.com
White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787

-----Original Message-----

From: Mundiya, Tariq [mailto:tmundiya@willkie.com]
Sent: Friday, January 16, 2015 3:50 PM
To: Kurtz, Glenn
Subject: Re: Board Meeting Needed Right Away

You have totally misstated the record. You, too, should proceed at your peril.

On Jan 16, 2015, at 3:48 PM, Kurtz, Glenn <gkurtz@whitecase.com> wrote:

The record is clear that the insider directors are available at a moment's notice for Board action in favor of their deal and totally unavailable for the third party deal. And your understanding of what it means for an insider to abstain is different than ours. I hoped you could help here. Proceed at your own risk.

Glenn M. Kurtz | Global Head of Commercial Litigation

T +1 212 819 8252 E gkurtz@whitecase.com <mailto:gkurtz@whitecase.com>

White & Case LLP | 1155 Avenue of the Americas | New York, NY 10036-2787

-----Original Message-----

From: Mundiya, Tariq [mailto:tmundiya@willkie.com]

Sent: Friday, January 16, 2015 3:03 PM

To: Kurtz, Glenn

Subject: Re: Board Meeting Needed Right Away

The board will meet when the board is available, just as it has throughout this process. We do not control Marisa Cassoni's schedule. All the board members will participate in the meeting as is permissible and has been past practice.

Tariq

On Jan 15, 2015, at 8:51 PM, Kurtz, Glenn <gkurtz@whitecase.com> wrote:

Tariq, as you know, the Special Committee has determined that the BGC tender offer at \$5.85 per share could reasonably be expected to lead to a Superior Proposal under the CME Merger Agreement, and constitutes a Superior Proposal. As you also know, the Special Committee has requested a Board meeting right away. As you further know, the BGC offer terminates if the Board does not, on or prior to noon on Monday, January 19, 2015, provide written notice to CME that it is prepared to effect a Change in Recommendation (as defined in the CME Merger Agreement) in accordance with Section 6.5(d) of the CME Merger Agreement. Consequently, it is absolutely critical that the Board convene right away. We cannot have the any games to time-out the offer. As you know, the Board has been able to convene almost immediately, at almost any hour, to consider the insider proposals, and we will need the same attention here. Please do everything you can to ensure that your clients cooperate. Moreover, we trust that the insider directors will abstain from the discussion, consideration and vote on the matter. Thank you.

Glenn M. Kurtz | Global Head of Commercial Litigation

T +1 212 819 8252 E gkurtz@whitecase.com <mailto:gkurtz@whitecase.com>

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Exhibit Z

Unknown

From: Frank Fanzilli <frank@fanzilli.com>
Sent: Saturday, January 31, 2015 9:01 PM
To: 'rimagee21@verizon.net'; Michael Gooch; Marisa Cassoni (Board Member); Colin Heffron; Christopher D'Antuono; Kurtz, Glenn; Pierce, Morton A.; Luchs, Bryan
Subject: Letter to the board

Dear Board and Chris:

We are writing to express our surprise and disappointment with the conduct of Friday's Board meeting. Without any prior notice of agenda, a vote was put forward regarding the termination of the CME merger agreement. When we asked to consult with counsel, we were told that would not be allowed, and the other three board members immediately voted to terminate without discussion. We did not manage to get in a single question.

As everyone knows, the BGC tender offer expires on Monday at 8am, so it was and remains critical for the Board to discuss and vote on that proposal. We were flatly dismissed when we tried to raise the matter or put it to a vote. In fact, the Chairman set a meeting to discuss strategic alternatives for Monday, after the BGC tender offer expires, ignoring, and therefore blocking, a higher, competing bid.

The idea of meeting to evaluate all strategic alternatives for GFI appears to be an attempt to avoid the BGC offer. In endorsing the sale of the Company to CME, the Board made the decision that selling the Company at this time was the proper choice among strategic alternatives. Moreover, Mickey and others supported a transaction at the time at \$4.55 per share, provided that the IDB Business was sold to the consortium of insiders. Indeed, Mickey and others advocated for such a sale right up until the CME transaction was voted down on January 30. The merits of effecting a transaction at this time do not change because the insiders are not able to purchase any of the businesses. The unconflicted stockholders have the same interest in a transaction even though no insider is part of the deal.

We have already spent months running a market process that has resulted in multiple offers by two bidders, culminating in a \$6.20 per share offer from BGC, representing a 100% premium to the unaffected price of the stock before the CME deal was announced. Any other interested party has had a full opportunity to bid, and no one else has emerged. There is no basis to walk away from a \$6.10 per share offer, an offer higher than what the other Board members supported through the vote Friday on the CME deal. Starting the process over does not seem supportable.

Moreover, it is unclear how an effective market process could be conducted in light of the Support Agreement. We wanted to discuss this, but Mickey would not entertain any questions and then disconnected the

call.

We are also troubled by Mickey's statements that he will not support a deal with BGC or another non-CME bidder unless JPI receives the same consideration as the unconflicted stockholders. The insiders chose to tie themselves to CME in the Support Agreement, for a term of 12 months. The consequence of the insiders' choice cannot properly be visited on the unconflicted shareholders. The terms of the CME merger agreement, consistent with Delaware law, were designed to permit us to deliver a superior proposal to unconflicted stockholders. Another transaction may not be available, and also, does not appear to be possible under the terms of the Support Agreement.

We strongly urge the non-Special Committee members of the Board to reconsider their acts and vote to endorse the BGC tender offer before it expires on Monday at 8am. We are available at any time for a Board meeting for that purpose, and we request that one be scheduled promptly.

With respect to the Board meeting you have scheduled for Monday, we are prepared to participate in person, although we do not agree that in person participation is in any way required. Friday's meeting was a good example of that, as no room was allowed for discussion. We will be accompanied by our counsel, White & Case and Richards Layton, since we deem it imperative to have independent legal advice on strategic alternatives.

Sincerely,

Frank Fanzilli and Richard Magee

Exhibit AA

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GFI GROUP INC. : Civil Action
STOCKHOLDER LITIGATION : No. 10136-VCL

- - -

Chancery Court Chambers
New Castle County Courthouse
500 North King Street
Wilmington, Delaware
Friday, February 6, 2015
3:30 p.m.

- - -

BEFORE: HON. J. TRAVIS LASTER, Vice Chancellor.

- - -

TELEPHONIC SCHEDULING CONFERENCE

CHANCERY COURT REPORTERS
New Castle County Courthouse
500 North King Street - Suite 11400
Wilmington, Delaware 19801
(302) 255-0523

1 We'd love for that to happen. If that
2 happened, I think we could pretty quickly deliver
3 value, but we haven't seen it. We view it sort of as
4 Your Honor initially questioned, which is isn't it
5 really a damages case. And if there's a damages case,
6 there's already a plaintiff here and they're handling
7 it, and they're more than capable of handling it. We
8 haven't brought a claim, and we're probably not the
9 right party to bring a damages claim. In fact, we're
10 a defendant.

11 But if anybody has sat around, we
12 really -- we did kind of walk close to where we
13 thought we could get to when we filed an opposition to
14 the motion -- it was really a partial opposition to
15 the motion, application for a preliminary injunction,
16 and we disclosed what was going on. And the process
17 has been difficult. We've had difficulty getting
18 meetings scheduled. We've been able to meet almost
19 immediately when we were supporting the CME deal, each
20 and every time they matched, but it takes repeated
21 requests to be able to get a meeting for BGC. And
22 sometimes the insiders don't let the meeting take
23 place at all.

24 The insiders dominate the meetings

1 trading away anything to get that, but obviously if
2 \$6.10 is a good deal when the insiders can take
3 advantage of it, it's a good deal when it's offered to
4 the disinterested shareholders.

5 The CME merger agreement contains a
6 fiduciary out, consistent with Delaware law. That was
7 designed to permit the special committee and GFI to
8 negotiate superior proposals, even if the insiders
9 would be unable to take advantage of them because they
10 had partnered up with a lower bidder. And you can't
11 just sort of time it all out and move to a brand new
12 process just because the insider's no longer able to
13 participate in the sale of the business or the
14 purchase of the business.

15 So we've had a pretty difficult time
16 with it. The record's going to demonstrate that we've
17 been trying really hard to do something. We're not
18 sure what we can do. We're still not sure what we --
19 even seeing plaintiffs' papers, we're still not sure
20 what's out there, other than damages. And maybe
21 there's something creative that we missed. If that's
22 the case, we'll chime in.

23 We're supportive of any kind of
24 relief, which helps us maximize value on behalf of the

1 disinterested shareholders. We will continue to
2 oppose as long as the committee is in place, any
3 action that purports to diminish the returns to
4 disinterested stockholders or would favor an insider,
5 and we'll do -- we've been doing our work hard, and
6 we'll do our work right until the end of this thing.

7 THE COURT: All right. Thank you,
8 Mr. Kurtz. That was very helpful. It's helpful to
9 have your views as well as, through you, the views of
10 your clients, and I appreciate it.

11 In terms of time, would you
12 rather -- the plaintiffs have put two things on the
13 table. One would be some type of abbreviated
14 paper-based application that would happen, sounds
15 like, early next week. The other would be some type
16 of mini-trial on the merits on limited issues on the
17 17th. Without limiting you to those -- if you've got
18 some other idea, that would be fine with me -- what
19 are your thoughts on the manner in which we should
20 proceed? Do you have a preference for one of those
21 alternatives or some different approach?

22 MR. KURTZ: My view is if we can do
23 anything quickly and on an expedited basis, and even
24 maybe commentary as we go through the claims may move

1 Mr. Grant want to make on some type of limited
2 prohibitive basis early next week.

3 But I only want you-all to do that if
4 you absolutely have to. Frankly, the situation
5 Mr. Kurtz described, I agree with Mr. Lafferty, it's
6 pretty amazing to hear that type of recitation. I
7 don't say that because I doubt Mr. Kurtz. I just say
8 it because it's the type of thing that is really
9 profoundly disturbing from a corporate governance
10 perspective. I don't doubt that he's accurately
11 representing the views of his clients.

12 If independent directors are going to
13 testify that that's what has been going down and is
14 going down in the boardroom, that is very persuasive
15 stuff. And it's very persuasive stuff that something
16 really bad is happening. I'm not prejudging that.
17 Obviously, as I said, I'm going to hear from people.
18 Mr. Lafferty gets to make his record. His clients may
19 be equally persuasive, even more persuasive, and they
20 may be able to show from contemporaneous documents, et
21 cetera, that these independent directors really just
22 misunderstood.

23 So I'm not deciding based on today.
24 We're going to hear everybody out. But that's the

1 type of thing that seems to me to warrant some
2 emergency relief, if a director can't participate in
3 board meetings as contemplated by 141(a) and isn't
4 being able to be adequately advised because they are
5 being restricted or otherwise limited or don't have
6 access to advisors. So that's the type of thing that
7 I would hear very quickly. I would be happy to hear
8 that early next week if that's the type of thing that
9 needs to happen.

10 So that's how I would like to proceed.
11 It would be helpful if you-all implemented this in the
12 form of a stipulation that I could then grant as an
13 order. There may be some other items that you-all
14 want to put in there. As I say, it's basically the
15 schedule that is on pages 18 and 19 of the plaintiffs'
16 brief, but with those additional modifications.

17 Mr. Grant or Mr. Lebovitch, what
18 questions do you have?

19 MR. GRANT: Your Honor, this is Stuart
20 Grant. I just want to make sure the Court is
21 expecting live testimony at the hearing, and assume
22 that everyone who is a party will have some obligation
23 to show up so that the independent directors in
24 particular -- I mean, we'll depose probably all five

Exhibit BB

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

1201 NORTH MARKET STREET
P.O. Box 1347
WILMINGTON, DELAWARE 19899-1347

302 658 9200
302 658 3989 FAX

WILLIAM M. LAFFERTY
302 351 9341
302 425 4679 FAX
wlaafferty@mnat.com

June 2, 2015

BY E-FILING

The Honorable J. Travis Laster
Court of Chancery
New Castle County Courthouse
500 N. King Street, Suite 11400
Wilmington, Delaware 19801-3734

Re: In re GFI Group Inc. Stockholder Litig., C.A. No. 10136-VCL

Dear Vice Chancellor Laster:

I write on behalf of the Management Group Defendants to follow up on the voicemail I left for you earlier this evening concerning Plaintiffs' motion to compel the production of the minutes of the meeting of GFI Group Inc.'s ("GFI") board of directors on February 19, 2015 (the "Minutes"). Earlier today, the Management Group Defendants produced all drafts of the Minutes. The Management Group did not produce a final version of the Minutes because none have been, and we do not expect any to be, approved by the Board, thus no final version of the minutes exists. In light of today's document production, it is the

The Honorable J. Travis Laster

June 2, 2015

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Management Group Defendants' position that the pending motion to compel is mooted and tomorrow's conference is unnecessary.

Respectfully submitted,

/s/ William M. Lafferty

William M. Lafferty (#2755)

cc: Stuart M. Grant, Esquire (by e-filing)
Mary S. Thomas, Esquire (by e-filing)
Brian D. Long, Esquire (by e-filing)
Paul A. Fioravanti, Esquire (by e-filing)
Michael Hanrahan, Esquire (by e-filing)
Samuel A. Nolan, Esquire (by e-filing)
Kevin M. Gallagher, Esquire (by e-filing)
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Jeness E. Parker (by e-filing)
Blake A. Bennett, Esquire (by e-filing)
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Exhibit CC



Grant & Eisenhofer PA.

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Case No. 10136-VCL

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May 29, 2015

VIA LEXISNEXIS FILE & SERVE AND HAND DELIVERY

The Honorable J. Travis Laster
Delaware Court of Chancery
New Castle County Courthouse
500 North King Street
Wilmington, DE 19801

**Re: *In re GFI Group Inc. Stockholder Litig. – Consol.
C.A. No. 10136-VCL***

Dear Vice Chancellor Laster:

I write to renew Plaintiffs' motion to compel production of GFI Group, Inc. ("GFI") board minutes postdating February 13, 2015, including the minutes from the critical February 19, 2015 board meeting during which the transaction with BGC Partners, Inc. ("BGC") was approved.

On May 14, 2015, Plaintiffs filed a motion to compel and for a scheduling order. By letter dated May 19, 2015, the Insiders opposed the schedule sought by Plaintiffs, and also represented to this Court that "the minutes from the final board meeting approving the BGC Tender Offer on February 19, 2015 will be produced momentarily." (Lafferty Letter at 4.)

These board meetings took place more than three months ago. Ten days ago the Insiders represented to this Court that the board minutes would be produced "momentarily." Yet, as of this morning, the promised board minutes still have not been produced. Accordingly, Plaintiffs renew their motion to compel and ask that the Court order immediate production of the withheld board minutes along with a

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privilege log reflecting any drafts or notes related to those minutes (for which the Insiders are claiming privilege).

Respectfully submitted,

/s/ Mary S. Thomas

Mary S. Thomas (Del. No. 5072)

MST/rm

cc: William M. Lafferty, Esquire (via File & Serve Xpress)
Samuel A. Nolen, Esquire (via File & Serve Xpress)
Edward P. Welch, Esquire (via File & Serve Xpress)
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