

ESPEED INC  
Form PREM14A  
November 06, 2007  
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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14A**

**Proxy Statement Pursuant to Section 14(a) of the**  
**Securities Exchange Act of 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Preliminary Proxy Statement      | <input type="checkbox"/> Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2)) |
| <input type="checkbox"/> Definitive Proxy Statement                  |  |
| <input type="checkbox"/> Definitive Additional Materials             |  |
| <input type="checkbox"/> Soliciting Material Pursuant to §240.14a-12 |  |

**eSpeed, Inc.**

(Name of Registrant as Specified in its Charter)

**Not Applicable**

(Name of Person(s) Filing Proxy Statement if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(4) and 0-11.

1) Title of each class of securities to which transaction applies:  
Class A common stock, par value \$0.01 per share, and Class B common stock, par value \$0.01 per share

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2) Aggregate number of securities to which transaction applies:  
77,860,000 shares of Class A common stock and rights to acquire shares of Class A common stock and 56,000,000 shares of Class B common stock and rights to acquire shares of Class B common stock

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3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):  
The filing fee was determined based upon the sum of (A) 77,860,000 shares of Class A common stock and rights to acquire shares of Class A common stock multiplied by \$10.19 per share or right to acquire a share (the average of the high and low price per share of eSpeed, Inc. Class A common stock as reported on the NASDAQ Global Market on October 31, 2007) and (B) 56,000,000 shares of Class B common stock and rights to acquire Class B common stock multiplied by \$10.19 per share or right to acquire a share (the average of the high and low price per share of eSpeed, Inc. Class A common stock as reported on the NASDAQ Global Market on October 31, 2007). In accordance with Section 14(g) of the Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying 0.0000307 by the sum of the preceding sentence.

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4) Proposed maximum aggregate value of transaction:  
\$1,364,033,400

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5) Total fee paid:  
\$41,875.83

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.. Fee paid previously with preliminary materials:

.. Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

1) Amount Previously Paid:

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2) Form, Schedule or Registration Statement No.:

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3) Filing Party:

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4) Date Filed:

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[•], 2007

Dear stockholder:

I am pleased to inform you that eSpeed, Inc. ( eSpeed or the Company ) and BGC Partners, Inc. ( BGC Partners ), Cantor Fitzgerald, L.P. ( Cantor ), BGC Partners, L.P. ( BGC U.S. ), BGC Global Holdings, L.P. ( BGC Global ) and BGC Holdings, L.P. ( BGC Holdings ) have entered into a definitive Agreement and Plan of Merger, dated as of May 29, 2007, as amended as of November 5, 2007 (the merger agreement ), pursuant to which BGC Partners will be merged (the merger ) with and into the Company. The surviving corporation in the merger will be renamed BGC Partners, Inc. (the Combined Company ). BGC Partners is one of the largest and fastest growing inter-dealer brokers of financial instruments for wholesale market participants worldwide. The Company's electronic marketplaces, licensing activities and other operations will continue to operate under the eSpeed brand within the Combined Company.

To acquire BGC Partners, the Company has agreed to issue in the merger an aggregate of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock. Of these shares and rights to acquire shares, it is expected that 56,000,000 will be in the form of Combined Company Class B common stock or rights to acquire Combined Company Class B common stock, and the remaining 77,860,000 will be in the form of Combined Company Class A common stock or rights to acquire Combined Company Class A common stock. Current stockholders of the Company will hold the same number and class of shares of Combined Company common stock that they held in the Company prior to the merger. Following the completion of the merger, it is expected that the Combined Company Class A common stock will trade on the NASDAQ Global Market under the symbol BGCP.

After the merger, the combined businesses of the Company and BGC Partners will be held in two operating subsidiaries: (1) BGC U.S., which will hold the U.S. businesses, and (2) BGC Global, which will hold the non-U.S. businesses. The stockholders of the Company as of immediately prior to the merger will hold their interests in BGC U.S. and BGC Global after the merger through Combined Company common stock. Cantor, which is currently the sole stockholder of BGC Partners, will hold its interests in BGC U.S. and BGC Global through a combination of Combined Company common stock and interests in BGC Holdings. In addition, prior to the merger, Cantor will provide a portion of its interest in BGC Holdings to partners of Cantor who provide services primarily or exclusively to BGC U.S., BGC Global and their respective subsidiaries (the founding partners ). As a result of the merger:

the stockholders of the Company as of immediately prior to the merger (including Cantor) will own equity interests representing approximately 27.8% of the economics of BGC U.S. and BGC Global after the merger as a result of their ownership of eSpeed common stock prior to the merger; and

the equity owners of BGC Partners and its subsidiaries as of immediately prior to the merger (including Cantor and its founding partners) will own equity interests representing approximately 72.2% of the economics of BGC U.S. and BGC Global after the merger as a result of their ownership of BGC Partners and its subsidiaries prior to the merger.

In addition, concurrently with the merger, and, in the future, as part of its compensation process, BGC Holdings intends to issue certain restricted exchangeable interests and BGC Partners intends to issue certain restricted stock units to certain employees of BGC and other persons who provide services to BGC. After the merger, the equity interests in BGC U.S. and BGC Global will be held by the Combined Company and by BGC Holdings. Immediately after the merger, the Combined Company will hold approximately 39.6% of the equity in BGC U.S. and BGC Global, and BGC Holdings will hold approximately 60.4% of the equity in BGC U.S. and BGC Global.

The merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, have been approved unanimously by the eSpeed board of directors, upon a unanimous recommendation by a special committee of the eSpeed board of directors consisting exclusively of eSpeed's independent directors (the Special Committee ).

Completion of the merger requires adoption of the merger agreement by eSpeed's stockholders. To obtain this required adoption, the Company will hold a special meeting of its stockholders on [•], 2007, at which the Company will ask its stockholders to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger (and consider the matters described below and other matters properly brought before the meeting). Holders of shares of eSpeed Class A common stock on the record date are each entitled to one vote per share of eSpeed Class A common stock, and holders of shares of eSpeed Class B common stock on the record date are each entitled to 10 votes per share of eSpeed Class B common stock on the matters to be considered at the special meeting. Adoption of the merger agreement requires the affirmative vote of a majority of the total combined voting power of eSpeed Class A common stock and eSpeed Class B common stock entitled to vote at the meeting, voting as a single class, in accordance with the eSpeed certificate of incorporation and Delaware law. Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held approximately 87.7% of the total combined voting power of the shares of eSpeed Class A common stock and shares of eSpeed Class B common stock, has agreed to vote its shares in favor of the merger so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the merger. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions

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contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the merger. Information about the meeting, the merger and the other business to be considered by eSpeed's stockholders is contained in the accompanying proxy statement and the documents incorporated by reference in the accompanying proxy statement, which we urge you to read. **In particular, see Risk Factors beginning on page 32.**

You are cordially invited to attend our special meeting of stockholders, which will be held at [•], [•], New York, New York, on [•], 2007 commencing at [•] local time. We look forward to greeting as many of our stockholders as are able to be with us.

At the special meeting, in addition to the adoption of the merger agreement, pursuant to which BGC Partners will be merged with and into eSpeed, and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, you will be asked to consider and vote upon:

- (1) the approval of the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, to authorize additional shares of Combined Company Class A common stock;
- (2) the approval of the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, effecting changes regarding corporate opportunities;
- (3) the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan;
- (4) the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan; and

- (5) such other business as may properly come before the special meeting or any adjournment or postponement thereof.

We hope you will find it convenient to attend the special meeting in person. **WHETHER OR NOT YOU EXPECT TO ATTEND THE SPECIAL MEETING, TO ENSURE YOUR REPRESENTATION AT THE MEETING AND THE PRESENCE OF A QUORUM, PLEASE COMPLETE, DATE, SIGN AND MAIL PROMPTLY THE ENCLOSED PROXY CARD**, for which a return envelope is provided. No postage need be affixed to the return envelope if it is mailed in the United States.

Whether or not you are able to attend the special meeting in person, it is important that your shares be represented. You can vote your shares by completing and returning the enclosed proxy card by mail. Please vote as soon as possible.

The eSpeed board of directors unanimously recommends that eSpeed's stockholders vote **FOR** the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and the other proposals to be considered at the special meeting as described above. I join our board of directors in its recommendations.

Sincerely,

Howard W. Lutnick  
*Chairman of the Board of Directors,  
Chief Executive Officer and President*

**Neither the U.S. Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the merger, passed upon the merits or fairness of the merger agreement or the transactions contemplated thereby, including the merger, or passed upon the adequacy or accuracy of the disclosure in the accompanying proxy statement. Any representation to the contrary is a**

**criminal offense.**

THE PROXY STATEMENT IS DATED [•], 2007 AND IS FIRST BEING GIVEN OR SENT TO STOCKHOLDERS ON OR ABOUT [•],  
2007.

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**eSpeed, Inc.**

**110 East 59th Street**

**New York, New York 10022**

**Notice of Special Meeting of Stockholders**

NOTICE IS HEREBY GIVEN that our special meeting of stockholders will be held at [•], [•], New York, New York, on [•], 2007 commencing at [•] local time, for the following purposes:

- (1) To consider and vote upon a proposal to adopt the Agreement and Plan of Merger, dated as of May 29, 2007, as amended on November 5, 2007, which we refer to as the merger agreement, by and among BGC Partners, Inc., which we refer to as BGC Partners, Cantor Fitzgerald, L.P., which we refer to as Cantor, eSpeed, Inc., which we refer to as eSpeed or the Company, BGC Partners, L.P., which we refer to as BGC U.S., BGC Global Holdings, L.P., which we refer to as BGC Global, and BGC Holdings, L.P., which we refer to as BGC Holdings, pursuant to which, among other things, BGC Partners will be merged with and into eSpeed, with eSpeed surviving the merger and renamed as BGC Partners, Inc., which we refer to as the Combined Company, and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) To approve the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, to authorize additional shares of Class A common stock;
- (3) To approve the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, effecting changes regarding corporate opportunities;
- (4) To approve the amendment and restatement of the BGC Partners, Inc. Incentive Bonus Compensation Plan, as described in the accompanying proxy statement;
- (5) To approve the amendment and restatement of the BGC Partners, Inc. Long Term Incentive Plan, as described in the accompanying proxy statement; and
- (6) To transact such other business as may properly come before the special meeting or any adjournment or postponement thereof. The eSpeed board of directors has unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, upon the recommendation by a special committee of the eSpeed board of directors consisting exclusively of eSpeed's independent directors, which we refer to as the Special Committee, and is submitting it to the stockholders for their adoption. Pursuant to the merger agreement, BGC Partners will be merged with and into eSpeed. The merger is described in the accompanying proxy statement, which you are urged to read carefully. In particular, the section of the accompanying proxy statement entitled Risk Factors contains a description of risks that you should consider in evaluating the proposed merger. A copy of:

the merger agreement is attached to the accompanying proxy statement as Annex A;

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the form of separation agreement by and among Cantor, BGC Partners, BGC U.S., BGC Global and BGC Holdings is attached to the accompanying proxy statement as Annex B and is referred to in the accompanying proxy statement as the separation agreement;

the form of amended and restated limited partnership agreement of BGC Holdings is attached to the accompanying proxy statement as Annex C and is referred to in the accompanying proxy statement as the BGC Holdings limited partnership agreement;

the form of amended and restated limited partnership agreement of BGC U.S. is attached to the accompanying proxy statement as Annex D and is referred to in the accompanying proxy statement as the BGC U.S. limited partnership agreement;



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the form of amended and restated limited partnership agreement of BGC Global is attached to the accompanying proxy statement as Annex E and is referred to in the accompanying proxy statement as the BGC Global limited partnership agreement;

the form of registration rights agreement by and between Cantor and BGC Partners is attached to the accompanying proxy statement as Annex F and is referred to in the accompanying proxy statement as the separation registration rights agreement;

the form of administrative services agreement between Cantor and BGC Partners is attached to the accompanying proxy statement as Annex G and is referred to in the accompanying proxy statement as the administrative services agreement;

the form of administrative services agreement among Tower Bridge International Services L.P., BGC International (formerly known as Cantor Fitzgerald International) and Cantor is attached to the accompanying proxy statement as Annex H and is referred to in the accompanying proxy statement as the Tower Bridge administrative services agreement, and together with the administrative services agreement, as the administrative services agreements;

the form of BGC Holdings, L.P. Participation Plan is attached to the accompanying proxy statement as Annex I and is referred to in the accompanying proxy statement as the Participation Plan;

the fairness opinion of Sandler O'Neill + Partners, L.P. is attached to the accompanying proxy statement as Annex J;

the form of amended and restated certificate of incorporation of the Combined Company is attached to the accompanying proxy statement as Annex K and is referred to in the accompanying proxy statement as the Combined Company certificate of incorporation;

the form of amended and restated by-laws of the Combined Company is attached to the accompanying proxy statement as Annex L and is referred to in the accompanying proxy statement as the Combined Company by-laws;

the form of amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan is attached to the accompanying proxy statement as Annex M; and

the form of amended and restated BGC Partners, Inc. Long Term Incentive Plan is attached to the accompanying proxy statement as Annex N.

Only holders of record of the Company Class A common stock or Class B common stock at the close of business on [ • ], 2007, the record date, are entitled to notice of, and to vote at, the special meeting or any adjournment or postponement thereof. Holders of shares of Company Class A common stock on the record date are each entitled to one vote per share of Company Class A common stock, and holders of shares of Company Class B common stock on the record date are each entitled to 10 votes per share of Company Class B common stock, on the matters to be considered at the special meeting. A list of stockholders entitled to vote at the special meeting will be open for examination by any stockholder for any purpose germane to the meeting during ordinary business hours for a period of 10 days prior to the special meeting at the offices of eSpeed, 110 East 59th Street, New York, New York 10022. A copy of the list of stockholders entitled to vote at the special meeting will also be available at the special meeting.

Adoption of the merger agreement and the transactions contemplated thereby requires the affirmative vote of a majority of the total combined voting power of Company Class A common stock and Class B common stock entitled to vote at the meeting, voting as a single class, in accordance with the eSpeed certificate of incorporation and Delaware law. Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held approximately 87.7% of the total combined voting power of the shares of Company Class A common stock and shares of Company Class B common stock, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions

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contemplated thereby so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors

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and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Information about the meeting, the merger and the other business to be considered by eSpeed stockholders is contained in the accompanying proxy statement and the documents incorporated by reference into the accompanying proxy statement, which we urge you to read. **In particular, see Risk Factors beginning on page 32.**

The eSpeed board of directors is not aware of any matters that may be brought before the special meeting other than those set forth in this Notice of Special Meeting of Stockholders. If other matters properly come before the special meeting, the proxies named in the accompanying proxy card will vote the shares represented by all properly executed proxy cards on such matters in accordance with any recommendation of the eSpeed board of directors or, in the absence of such recommendation, in their discretion.

**Whether or not you plan to attend the special meeting in person, please complete, sign, date and return the enclosed proxy card to ensure that your shares will be represented at the special meeting.** A return envelope (which is postage prepaid if mailed in the United States) is enclosed for that purpose. If you do attend the special meeting and wish to vote in person, you may withdraw your proxy and vote in person. Please note, however, that if your shares are held of record by a broker, bank or other nominee and you wish to vote in person at the meeting, you must obtain from your nominee a proxy issued in your name.

The Special Committee recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

The eSpeed board of directors has unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote:

- (1) **FOR** the proposal to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) **FOR** the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock;
- (3) **FOR** the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities;
- (4) **FOR** the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan; and
- (5) **FOR** the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan.

By Order of the Board of Directors,

Stephen M. Merkel  
*Executive Vice President,*

[•], 2007

**YOUR VOTE IS IMPORTANT.**

**PLEASE COMPLETE, DATE AND SIGN THE ENCLOSED**

**PROXY CARD AND RETURN IT IN THE ENCLOSED ENVELOPE.**

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**QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING AND THE MATTERS TO BE CONSIDERED**

The following questions and answers address briefly some questions you may have regarding the special meeting of stockholders and the matters to be considered at such meeting. Please refer to the more detailed information contained elsewhere in this proxy statement, the annexes to this proxy statement and the documents incorporated by reference in this proxy statement.

Unless we otherwise indicate or unless the context requires otherwise, any reference in this document to:

the Company, eSpeed, we, our, and us refers to eSpeed, Inc.;

Cantor refers to Cantor Fitzgerald, L.P.;

BGC Partners refers to (a)(i) BGC Partners, Inc. prior to its conversion to BGC Partners, LLC, or (ii) BGC Partners, LLC, after such conversion, or (b) the BGC Division (as defined in Note 1 to the BGC Division Combined Financial Statements for the years ended December 31, 2006, 2005 and 2004, included elsewhere in this proxy statement), where the context requires;

BGC U.S. refers to BGC Partners, L.P. and its subsidiaries;

BGC Global refers to BGC Global Holdings, L.P. and its subsidiaries;

the Opcos refers to BGC U.S. and BGC Global, collectively;

BGC Holdings refers to BGC Holdings, L.P.;

the merger agreement refers to the Agreement and Plan of Merger, dated as of May 29, 2007, as amended as of November 5, 2007, by and among BGC Partners, Cantor, BGC U.S., BGC Global and BGC Holdings;

the merger refers to the merger contemplated by the merger agreement;

the Combined Company refers to the surviving corporation in the merger, which will be renamed BGC Partners, Inc., and its subsidiaries;

the related agreements refers collectively to the amended and restated limited partnership agreements of BGC U.S., BGC Global and BGC Holdings, the administrative services agreement, the Tower Bridge administrative services agreement, the separation registration rights agreement and the tax receivable agreement;

exchangeable limited partners or BGC Holdings exchangeable limited partners means (a) any Cantor company that holds an exchangeable limited partnership interest and that has not ceased to hold such exchangeable limited partnership interest and (b) any person to whom a Cantor company has transferred an exchangeable limited partnership interest and, prior to or at the time of such

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transfer, whom Cantor has agreed will be designated as an exchangeable limited partner;

founding partners or BGC Holdings founding partners refers to the individuals who will become limited partners of BGC Holdings in the mandatory redemption of interests in Cantor in connection with the separation and who will provide services to the Combined Company (provided that any member of the Cantor Group and Howard W. Lutnick (including any entity directly or indirectly or controlled by Mr. Lutnick or any trust to which he is a guarantor, trustee or beneficiary) will not be a founding partner);

working partners or BGC Holdings working partners refers to holders of working partner units and the individuals who become limited partners of BGC Holdings from time to time after the separation and the merger and who will provide services to the Combined Company;

restricted exchangeable partners or BGC Holdings restricted exchangeable partners refers to certain individuals who will become limited partners of BGC Holdings in connection with the merger and from time to time after the merger and who will provide services to the Combined Company;

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the BGC Partners group refers to BGC Partners and its subsidiaries (other than BGC Holdings and its subsidiaries and BGC U.S., BGC Global and their respective subsidiaries);

the BGC Holdings group refers to BGC Holdings and its subsidiaries (other than BGC U.S., BGC Global and their respective subsidiaries);

the Cantor group refers to Cantor and its subsidiaries (other than any member of the BGC Partners group or the BGC Holdings group);

BGC Partners common stock refers collectively to BGC Partners Class A common stock, BGC Partners Class B common stock and BGC Partners Class C common stock;

BGC Partners units refers collectively to BGC Partners Class A units, BGC Partners Class B units and BGC Partners Class C units;

eSpeed common stock refers collectively to eSpeed Class A common stock and eSpeed Class B common stock;

Combined Company common stock refers collectively to Combined Company Class A common stock and Combined Company Class B common stock;

the BGC business refers to the business Cantor will contribute to BGC Partners pursuant to the separation agreement, which includes the business of BGC Financial Group, Inc. (formerly known as Maxcor Financial Group Inc.), which we refer to as BGC Financial, including its Euro Brokers subsidiaries, which we refer to as Euro Brokers, the business of ETC Pollak SAS, which we refer to as ETC Pollak, the business of Aurel Leven Securities, which we refer to as Aurel Leven, the business of AS Menkul Kiymetler A.S., which we refer to as AS Menkul, Cantor's interests in Freedom International Holdings, L.P. (which holds an interest in Freedom International Brokerage L.P.), which we refer to as Freedom, the emerging markets equity derivatives business of Marex Financial Limited, which we refer to as Marex Financial, and the other inter-dealer brokerage, electronic brokerage services and market data businesses, historically operated by Cantor, that Cantor intends to contribute to BGC Partners pursuant to the separation agreement. After the merger, Cantor will continue to hold its equity capital markets, debt capital markets and gaming businesses, its interests in the Combined Company and BGC Holdings, certain greenhouse gas, energy, environmental and emission allowances businesses, the equity derivatives inter-dealer brokerage business of the Equities Division of Cantor and certain other businesses; and

the separation refers to the separation, by Cantor, of the BGC business from the remainder of Cantor's businesses pursuant to the separation agreement.

All information contained in this proxy statement concerning BGC Partners, BGC U.S., BGC Global and BGC Holdings, and their affiliates and designees, has been supplied by BGC Partners and has not been independently verified by us. All information contained in this proxy statement concerning Cantor (our majority stockholder) has been supplied by Cantor and has not been independently verified by us.

Our principal executive offices are located at 110 East 59th Street, New York, New York 10022, and our telephone number is (212) 610-2200.

**Q: Why am I receiving this proxy statement?**

A:

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eSpeed and BGC Partners have agreed to combine their businesses under the terms of the merger agreement that is described in this proxy statement. A copy of the merger agreement is attached to this proxy statement as Annex A. In order to complete the merger, eSpeed stockholders must adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company

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common stock and rights to acquire Combined Company common stock as consideration in the merger. Pursuant to the NASDAQ rules, stockholder approval is required when the issuance may equal or exceed 20% of the outstanding shares of eSpeed common stock, or rights to acquire eSpeed common stock, prior to the merger. eSpeed stockholders are also being asked to vote on the other proposals described below, most of which are typically considered at our annual meeting.

### **Q: On what matters am I being asked to vote on at the special meeting?**

A: As an eSpeed stockholder, you are being asked to vote on:

- (1) the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock;
- (3) the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities;
- (4) the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan;
- (5) the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan; and
- (6) such other business as may properly come before the special meeting or any adjournment or postponement thereof.

### **Q: How does the eSpeed board of directors recommend that I vote on the matters to be considered at the special meeting?**

A: A special committee of the eSpeed board of directors, consisting exclusively of eSpeed's independent directors, which we refer to as the Special Committee, recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

The eSpeed board of directors has unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote:

- (1) **FOR** the proposal to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) **FOR** the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock;

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- (3) **FOR** the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities;
- (4) **FOR** the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan; and
- (5) **FOR** the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan.



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**Q: What will happen in the merger?**

A: In the merger, BGC Partners will merge with and into eSpeed, and eSpeed will be the surviving corporation, which will be renamed BGC Partners, Inc. eSpeed stockholders will continue to hold the same number and class of shares of Combined Company common stock as they did in eSpeed immediately prior to the merger. After the merger, the eSpeed stockholders immediately prior to the effective time of the merger (including Cantor) will own equity interests representing approximately 27.8% of the economics of the Combined Company and the former stockholders of BGC Partners (including Cantor, the founding partners and the restricted exchangeable partners) will own approximately 72.2% of the economics of the Combined Company. Following the completion of the merger, it is expected that the Combined Company Class A common stock will trade on the NASDAQ Global Market under the symbol BGCP.

**Q: Are eSpeed stockholders entitled to dissenters' rights of appraisal in the merger?**

A: eSpeed stockholders are not entitled to dissenters' rights of appraisal in connection with the merger.

**Q: What vote of stockholders is required to adopt the merger agreement and the transactions contemplated thereby?**

A: Stockholders holding a majority of the collective voting power represented by the shares of our Class A common stock and Class B common stock issued and outstanding on the record date, voting as a single class, which we refer to as the Total Voting Power, must vote **FOR** the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, for the merger agreement and the transactions contemplated thereby to be adopted.

Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held 87.7% of the Total Voting Power, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, so long as the eSpeed board of directors and the Special Committee recommend that eSpeed's stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

**Q: What vote of stockholders is required to approve the other matters to be considered at the special meeting?**

A: The affirmative vote of the holders of a majority of the Total Voting Power present in person or represented by proxy at the special meeting and entitled to vote is required to approve the other matters to be considered at the special meeting.

**Q: When and where is the special meeting?**

A: The special meeting will be held at [•], [•], New York, New York on [•], 2007, at [•] local time.

**Q: Who is entitled to vote?**

A:

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Stockholders of record as of the close of business on [•], 2007, the record date for the special meeting, are entitled to receive notice of and to vote at the special meeting. On the record date, approximately [•] shares of our Class A common stock, held by approximately [•] stockholders of record, and [• ] shares of our Class B common stock, held by one stockholder of record, were outstanding and entitled to vote at the special meeting. You may vote all shares you owned as of the close of business on the record date. All shares of Class A common stock are entitled to one vote per share. All shares of Class B common stock are entitled to 10 votes per share.

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Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held 87.7% of the Total Voting Power, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, so long as the eSpeed board of directors and the Special Committee recommend that eSpeed's stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

**Q: If my shares are held in street name by my broker, bank or other nominee, will it vote my shares for me?**

A: Yes, but only if you provide instructions to your broker, bank or other nominee on how to vote. You should follow the proxy submission instructions provided by your nominee regarding how to instruct it to vote your shares. Without those instructions, your shares will not be voted.

**Q: How do I cause my shares to be voted without attending the special meeting?**

A: If you hold shares in your name as the stockholder of record, then you received this proxy statement and a proxy card from us. To submit a proxy by mail, complete, sign and date the proxy card and return it in the postage-paid envelope provided. If you hold shares in street name through a broker, bank or other nominee, then you received this proxy statement from your nominee, along with the nominee's form of proxy submission instructions. In either case, you may submit a proxy for your shares by mail without attending the special meeting.

**Q: What does it mean if I get more than one proxy card or form of proxy submission instructions?**

A: If you have shares of our Class A common stock or Class B common stock that are registered differently or are in more than one account, you will receive more than one proxy card or form of proxy submission instructions. Please follow the directions for submitting a proxy on each of the proxy cards or form of proxy submission instructions you receive to ensure that all of your shares are voted.

**Q: How do I vote in person at the special meeting?**

A: If you hold shares in your name as the stockholder of record, you may vote those shares in person at the special meeting by giving us a signed proxy card or ballot before voting is closed. If you want to do that, please bring proof of identification with you to the special meeting. Even if you plan to attend the special meeting, we recommend that you submit a proxy card for your shares in advance as described above, so your vote will be counted even if you later decide not to attend.

If you hold shares in street name through a broker, bank or other nominee, you may vote those shares in person at the special meeting only if you obtain and bring with you a signed proxy from your nominee giving you the right to vote the shares. To do this, you should contact your nominee.

**Q: Can I change my vote?**

A: After you submit a proxy card for your shares, you may change your vote at any time before voting is closed at the special meeting. If you hold shares in your name as the stockholder of record, you should write to our Secretary at our principal executive offices, eSpeed, Inc., Attention: Secretary, 110 East 59th Street, New York, New York 10022, stating that you want to revoke your proxy and that you need

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another proxy card. Attendance at the special meeting will not by itself constitute revocation of a proxy.

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If you hold your shares in street name through a broker, bank or other nominee, you should follow your nominee's proxy submission instructions. If you attend the special meeting, you may vote by ballot as described above, which will cancel your previous vote. Your last proxy submission or vote, as the case may be, before voting is closed at the special meeting is the vote that will be counted.

### **Q: What is a quorum for the special meeting?**

A: A quorum of the holders of the outstanding shares of our Class A common stock and Class B common stock, treated as one class, must be present for the special meeting to be held. A quorum is present if a majority of the Total Voting Power is present, in person or represented by proxy, at the special meeting.

### **Q: How are votes counted?**

A: You may vote **FOR**, **AGAINST** or **ABSTAIN** on the vote with respect to the matters to be considered at the special meeting. An abstention will not count as a vote cast **FOR** a proposal, but will count for the purpose of determining whether a quorum is present. A broker non-vote generally occurs when a broker, bank or other nominee holding shares on your behalf does not vote on a proposal because the nominee has not received your voting instructions and lacks discretionary power to vote the shares. Like abstentions, broker non-votes will not count as votes cast **FOR** a proposal, but will count for the purpose of determining whether a quorum is present.

The affirmative vote of a majority of the Total Voting Power is required to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger. As a result, abstentions and broker non-votes on the proposal to adopt the merger agreement and the transactions contemplated thereby will have the same effect as a vote **AGAINST** the adoption of the merger agreement and the transactions contemplated thereby. Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held 87.7% of the Total Voting Power, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions contemplated thereby so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

The affirmative vote of the holders of a majority of the Total Voting Power present in person or represented by proxy at the special meeting and entitled to vote is required to approve the matters to be considered at the special meeting. A quorum will be present if a majority of the Total Voting Power is present, in person or represented by proxy, at the special meeting.

If you sign your proxy card without indicating your vote, your shares will be voted **FOR** the proposal to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, **FOR** the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock, **FOR** the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities, **FOR** the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan, **FOR** the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan and in accordance with any recommendation of the eSpeed board of directors or, in the absence of such recommendation, in the discretion of the proxies named in the enclosed proxy card on any other matter properly brought before the special meeting for a vote.

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**Q: Who will bear the cost of this solicitation?**

A: We will pay the cost, if any, of soliciting stockholder proxies. We will, upon request, reimburse stockholders who are brokers, banks or other nominees for their reasonable expenses in sending proxy materials to the beneficial owners of the shares they hold of record. We will solicit proxies by mail and may also solicit them in person or by telephone, e-mail, facsimile or other electronic means of communication.

**Q: What should I do now?**

A: You should carefully read and consider the information contained in this proxy statement. You should then complete and sign your proxy card and return it in the enclosed envelope so that your shares will be represented at the special meeting. You may also vote in person at the special meeting or through the other means described in this proxy statement.

**Q: When do you expect the merger to be completed?**

A: The merger is expected to close early in the first quarter of 2008.

**Q: Where can I find additional information about eSpeed and the merger?**

A: eSpeed files annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission, which we refer to as the SEC, under the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act. You may read and copy these reports and other information filed by eSpeed at the Public Reference Section of the SEC, Room 1580, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, like eSpeed, who file electronically with the SEC through the Electronic Data Gathering, Analysis and Retrieval system. The Internet address of this site is <http://www.sec.gov>.

This proxy statement incorporates by reference important business and financial information about eSpeed that is not included in or delivered with this document. You may request this information from eSpeed, without charge, excluding all exhibits, unless we have specifically incorporated by reference an exhibit in this proxy statement.

**Q: Who can help answer my other questions?**

A: If you have more questions about the special meeting or the matters to be considered at the special meeting, you should contact eSpeed, Inc., Attention: Secretary, 110 East 59th Street, New York, New York 10022, telephone number (212) 610-2200.

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**SUMMARY**

*The following summary highlights material information contained in this proxy statement but does not contain all of the information that may be important to you. You are urged to read the entire proxy statement carefully, including the annexes. In addition, we encourage you to read the information incorporated by reference in this proxy statement, which includes important business and financial information about eSpeed that has been filed with the SEC. You may obtain the information incorporated by reference in this proxy statement without charge by following the instructions in the section entitled "Where You Can Find More Information" beginning on page 295. The information contained in this summary is qualified in its entirety by reference to the more detailed information contained in this proxy statement and the annexes, and which are incorporated herein by reference.*

**The Companies**

***eSpeed, Inc. (see page 196)***

eSpeed is a leader in developing and deploying electronic marketplaces and related trading technology that offers traders access to the most liquid, efficient and neutral financial markets in the world. eSpeed operates multiple buyer, multiple seller real-time electronic marketplaces for the global capital markets, including the world's largest government bond markets and other fixed income and foreign exchange marketplaces. eSpeed's suite of marketplace tools provides end-to-end transaction solutions for the purchase and sale of financial products over eSpeed's global private network or via the Internet. eSpeed's neutral platform, reliable network, straight-through processing and superior products make it a trusted source for electronic trading at the world's largest fixed income and foreign exchange trading firms and major exchanges. eSpeed's principal executive offices are located at 110 East 59th Street, New York, New York 10022 and its telephone number is (212) 610-2200. The Internet address for eSpeed is <http://www.espeed.com>.

***Pre-Merger BGC Partners (see page 196)***

BGC Partners is a leading full-service inter-dealer broker, providing integrated voice and electronic execution brokerage services to many of the world's largest and most creditworthy banks that regularly trade in capital markets, brokerage houses and investment banks for a broad range of global financial products, including fixed income securities, foreign exchange, equity derivatives, credit derivatives, futures, structured products and other instruments, as well as market data products for selected financial instruments. Named in honor of B. Gerald Cantor, Cantor's founder and a pioneer in screen brokerage services and fixed income market data products, BGC Partners has offices in London, New York, Toronto, Mexico City, Paris, Nyon, Copenhagen, Hong Kong, Tokyo, Beijing (representative office), Singapore, Sydney, Seoul and Istanbul. BGC Partners' principal executive offices are located at 199 Water Street, New York, New York 10038 and its telephone number is (646) 346-7000. The Internet address for BGC Partners is <http://www.bgcpartners.com>.

***Post-Merger Combined Company (see page 243)***

The Combined Company, which will be named BGC Partners, Inc., will be a leading inter-dealer broker, offering integrated voice, hybrid and fully electronic execution and other brokerage services to banks, brokerage houses and investment banks for a broad range of global financial products, including fixed income securities, foreign exchange, equity derivatives, credit derivatives, futures, structured products and other instruments, as well as market data, analytics and financial technology solutions related to selected financial instruments and markets. The Combined Company's principal executive offices will be located at 199 Water Street, New York, New York 10038 and its telephone number will be (646) 346-7000. The Internet address for the Combined Company will be <http://www.bgcpartners.com>.

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### **The Special Meeting (see page 66)**

The special meeting will be held at [•], [•], New York, New York on [•], 2007, starting at [•] local time. You are entitled to notice of, and to vote at, the special meeting if you owned eSpeed Class A common stock or Class B common stock at the close of business on [•], 2007, the record date. As of the record date, there were [•] shares of eSpeed Class A common stock issued and outstanding and [•] shares of eSpeed Class B common stock issued and outstanding.

Each share of eSpeed Class A common stock is entitled to one vote on each proposal at the special meeting, and each share of eSpeed Class B common stock is entitled to 10 votes on each proposal at the special meeting. Stockholders holding a majority of the Total Voting Power must vote **FOR** the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, for the merger agreement and the transactions contemplated thereby to be adopted. The affirmative vote of the holders of a majority of the Total Voting Power present in person or represented by proxy at the special meeting and entitled to vote is required to approve the matters to be considered at the special meeting. A quorum will be present if a majority of the Total Voting Power is present, in person or represented by proxy, at the special meeting.

Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held approximately 87.7% of the Total Voting Power, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions contemplated thereby so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

### **Recommendations of the eSpeed Board of Directors (see page 67)**

The Special Committee recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote in favor of adoption of the merger agreement and the transactions contemplated thereby.

Based on the reasons stated in this proxy statement, the eSpeed board of directors has, upon the recommendation of the Special Committee, unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that eSpeed's stockholders vote:

- (1) **FOR** the proposal to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) **FOR** the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock;



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- (3) **FOR** the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities;
  - (4) **FOR** the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan; and
  - (5) **FOR** the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan.
- Interests of Directors, Executive Officers and Certain Beneficial Owners in the Merger (see page**

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The current directors and executive officers of eSpeed, the future directors and executive officers of the Combined Company and certain beneficial owners of eSpeed common stock may have interests in the merger that are different from, or in addition to, yours, including the following:

The merger agreement provides that, prior to completion of the merger, upon the request of BGC Partners, eSpeed will provide each of Howard W. Lutnick, Lee M. Amaitis, Shaun D. Lynn, Stephen M. Merkel and Robert K. West with a letter agreement setting forth an annual base salary of \$1,000,000 per year (except for Mr. West whose letter shall provide for an annual base salary of \$450,000) and annual target bonuses of:

300% of annual base salary for Mr. Lutnick;

275% of annual base salary for Mr. Amaitis;

200% of annual base salary for Mr. Lynn;

50% of annual base salary for Mr. Merkel; and

\$300,000 for Mr. West, \$125,000 of which shall be paid in stock or restricted exchangeable units and \$175,000 of which shall be paid in cash.

The merger agreement provision described in the preceding bullet point with respect to Messrs. Amaitis and Lynn is expected to be implemented prior to the merger through employment agreements between BGC Partners and each of Messrs. Amaitis and Lynn, which agreements will be assumed at completion of the merger by the Combined Company, with base salary and bonus provisions consistent with the letter agreements described above.

BGC Partners and eSpeed have agreed that, prior to the completion of the merger, BGC Partners may enter into (which it is expected to do) change of control employment agreements with each of Messrs. Lutnick, Lynn, Merkel and Amaitis, which agreements will be assumed at completion of the merger by the Combined Company, and will relate to a change of control of BGC Partners, or, after the merger, the Combined Company, other than the merger contemplated by the merger agreement.

Prior to the completion of the merger, Cantor will redeem all of the Cantor limited partnership interests held by founding partners in exchange for (1) a portion of the BGC Holdings limited partnership interests that Cantor will receive in the separation, and (2) rights

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to receive from Cantor, over time, shares of Combined Company Class A common stock, which we refer to as the distribution rights.

In connection with the separation, Cantor will receive BGC Holdings limited partnership interests. After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to 20 million of its BGC Holdings limited partnership interests prior to the first

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anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of all of the shares of Combined Company Class A common stock received upon such exchange, underwritten by a nationally recognized investment banking firm.

Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor has also agreed to provide certain additional exchange rights to Messrs. Amaitis and Lynn. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company.

In connection with the separation and prior to the merger, Messrs. Amaitis, Lynn, Merkel and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will use some of the proceeds that they receive in respect of the redemption of their Cantor limited partnership interests to repay certain loans made or guaranteed by Cantor. See Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions.

Concurrently with the merger, BGC Holdings also intends to issue certain restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC. In addition, BGC intends to issue to certain employees and other persons who provide services to BGC certain BGC Partners restricted stock units, which we refer to as BGC RSUs.

The eSpeed board of directors has determined that Cantor is a deputized director of eSpeed for purposes of Rule 16b-3 under the Exchange Act with respect to the transactions contemplated by the separation and the merger. The eSpeed board of directors' intent in determining that Cantor is a deputized director is that Cantor's acquisitions or dispositions of shares of eSpeed capital stock or interests in eSpeed capital stock from or to eSpeed or its majority-owned subsidiaries will be eligible for the Rule 16b-3 exemption from the short-swing profits liability provisions of Section 16(b) of the Exchange Act.

Upon the termination of employment or bankruptcy of a founding partner, or upon mutual agreement of Cantor and the general partner of BGC Holdings, BGC Holdings will redeem any BGC Holdings founding partner interests held by such founding partner. However, in such circumstances, Cantor has a right of first refusal to acquire such founding partner interests. Any BGC Holdings founding partner interests acquired by Cantor, while not exchangeable in the hands of the founding partner absent a determination by Cantor to the contrary (as Cantor is expected to do from time to time as described above), will be exchangeable by Cantor, generally commencing one year after the completion of the merger, for shares of Combined Company Class B common stock, or at Cantor's election, shares of Combined Company Class A common stock, in each case, on a one-for-one basis (subject to customary anti-dilution adjustments) on the same basis as the Cantor interests and will be designated as BGC Holdings exchangeable limited partnership interests when acquired by Cantor. In addition, Cantor will have a right of first refusal with respect to any BGC Holdings working partner interests and restricted exchangeable interests (that have not become exchangeable) that (A) are called for redemption upon termination of employment or bankruptcy of a working partner or termination of employment or bankruptcy of a restricted exchangeable partner or (B) are called for redemption by BGC Holdings, in each case if BGC Holdings elects to transfer the right to purchase such interest to a BGC Holdings partner rather than redeem such interest itself.

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**Opinion of Financial Advisor to eSpeed's Special Committee (see page 90)**

The financial advisor to eSpeed's Special Committee, Sandler O'Neill + Partners, L.P., which we refer to as Sandler O'Neill, delivered an opinion, as of May 29, 2007 and subject to the assumptions and qualifications stated in the opinion, regarding the fairness from a financial point of view of the Exchange Ratios (as defined below under Proposal 1 The Merger Opinion of Financial Advisor to the Special Committee ) to holders of eSpeed Class A common stock other than Cantor and its affiliates.

The full text of this fairness opinion is attached as Annex J to this proxy statement. You are urged to read the opinion carefully and in its entirety for a description of the procedures followed, matters considered and limitations on the review undertaken.

**Structure of the Merger (see page 74)**

The merger agreement provides that BGC Partners will be merged with and into eSpeed, with eSpeed surviving the merger. The Combined Company will be renamed BGC Partners, Inc. Following the completion of the merger, it is expected that the Combined Company Class A common stock will trade on the NASDAQ Global Market under the symbol BGCP.

To acquire BGC Partners, eSpeed has agreed to issue in the merger an aggregate of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock. Of these shares and rights to acquire shares, 56,000,000 will be in the form of Combined Company Class B common stock or rights to acquire Combined Company Class B common stock, and the remaining 77,860,000 will be in the form of Combined Company Class A common stock or rights to acquire Combined Company Class A common stock. Specifically, in the merger:

each BGC Partners Class A unit will be converted into one share of Combined Company Class A common stock (and the eSpeed Class A common stock will remain outstanding as Combined Company Class A common stock);

each BGC Partners Class B unit will be converted into one share of Combined Company Class B common stock (and the eSpeed Class B common stock will remain outstanding as Combined Company Class B common stock) or, at Cantor's election prior to the closing of the merger, one share of Combined Company Class A common stock;

the one BGC Partners Class C unit will be converted into 100 shares of Combined Company Class B common stock or, at Cantor's election prior to the closing of the merger, 100 shares of Combined Company Class A common stock; and

(1) the BGC Holdings exchangeable limited partnership interests will be exchangeable with the Combined Company for Combined Company Class B common stock or Combined Company Class A common stock in accordance with the terms of the BGC Holdings limited partnership agreement and (2) the BGC Holdings founding partner interests will not be exchangeable with the Combined Company unless otherwise determined by Cantor in accordance with the terms of the BGC Holdings limited partnership agreement.

Cantor currently intends to elect to have the BGC Partners Class B units and the BGC Partners Class C unit converted in the merger into Combined Company Class A common stock.

Concurrently with or immediately after the merger, the Combined Company will contribute its assets and liabilities to BGC U.S. and BGC Global in exchange for limited partnership interests in these entities. As a result of this contribution, the Combined Company will receive limited partnership interests in each of these entities.

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Current stockholders of the Company will hold the same number and class of shares of Combined Company common stock that they held in the Company prior to the merger.

Immediately after the merger, it is expected there will be approximately 52,966,578 fully diluted shares of Combined Company Class A common stock outstanding, of which 23,109,093 shares will be held by Cantor. Each share of Class A common stock will generally be entitled to one vote on matters submitted to the Combined Company's stockholders. In addition, immediately after the merger, Cantor will hold 20,497,900 shares of Combined Company Class B common stock (which represents all of the outstanding Combined Company Class B common stock), representing, together with the Combined Company Class A common stock held by Cantor, approximately 88.8% of the Combined Company's voting power. Each share of Class B common stock will generally be entitled to the same rights as a share of Class A common stock, except that, on matters submitted to a vote of the Combined Company's stockholders, each share of Class B common stock will be entitled to 10 votes. The Class B common stock generally will vote together with the Class A common stock on all matters submitted to a vote of the Combined Company's stockholders.

Immediately after the merger, the Combined Company will hold, directly or indirectly, the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings, and will serve as the general partner of BGC Holdings, which will entitle the Combined Company to control BGC Holdings. BGC Holdings, in turn, will hold the BGC U.S. general partnership interest and the BGC U.S. special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC U.S., and the BGC Global general partnership interest and the BGC Global special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Global, and will serve as the general partner of each of BGC U.S. and BGC Global, which will entitle BGC Holdings (and thereby the Combined Company) to control each of BGC U.S. and BGC Global. BGC Holdings will hold its BGC Global general partnership interest through a company incorporated in the Cayman Islands, BGC GP Limited. In addition, it is expected the Combined Company will indirectly through wholly-owned subsidiaries hold BGC U.S. limited partnership interests and BGC Global limited partnership interests consisting of approximately 73,464,478 units and 73,464,478 units, representing approximately 39.6% and 39.6% of the outstanding BGC U.S. limited partnership interests and BGC Global limited partnership interests, respectively. The Combined Company will be a holding company that will hold these interests, will serve as the general partner of BGC Holdings, and, through BGC Holdings, will act as the general partner of each of BGC U.S. and BGC Global. As a result of the Combined Company's ownership of the general partnership interest in BGC Holdings and BGC Holdings' general partnership interest in each of BGC U.S. and BGC Global, it is anticipated that the Combined Company will consolidate BGC U.S.'s and BGC Global's results for financial reporting purposes.

Founding partners and working partners, which we refer to collectively as founding/working partners and as BGC Holdings founding/working partners, and restricted exchangeable partners will directly and Cantor will indirectly hold BGC Holdings limited partnership interests. BGC Holdings, in turn, will hold BGC U.S. limited partnership interests and BGC Global limited partnership interests and, as a result, founding/working partners, restricted exchangeable partners and Cantor will indirectly have interests in BGC U.S. limited partnership interests and BGC Global limited partnership interests.

After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of all of the shares of Combined Company Class A common stock received upon such exchange, underwritten by a nationally recognized investment banking firm.

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The BGC Holdings limited partnership interests that Cantor transfers to founding partners in redemption of their current limited partnership interests in Cantor at the time of the separation will not be exchangeable with the Combined Company unless (1) Cantor reacquires such interests from the founding partners (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with the Combined Company for Combined Company Class A common stock or Class B common stock, or (2) Cantor determines that such interests can be exchanged by such founding partners with the Combined Company for Combined Company Class A common stock, generally on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company (which exchange of certain interests Cantor expects to permit from time to time). Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor has also granted certain additional exchange rights to Messrs. Amaitis and Lynn. No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of the affirmative vote of the majority of units underlying BGC Holdings exchangeable limited partnership interests outstanding as of the applicable record date, which we refer to as a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

With each exchange, BGC Partners' indirect interest in BGC U.S. and BGC Global will proportionately increase because, immediately following an exchange, BGC Holdings will redeem the BGC Holdings unit so acquired for the BGC U.S. limited partnership interest and the BGC Global limited partnership interest underlying such BGC Holdings unit. The acquired BGC U.S. limited partnership interest and BGC Global limited partnership interest will be appropriately adjusted to reflect the impact of certain litigation matters and the intention of the parties to the BGC Holdings limited partnership agreement for BGC Holdings (and not BGC Partners) to realize the economic benefits and burdens of such litigation matters.

The profit and loss of BGC U.S., BGC Global and BGC Holdings, as the case may be, will generally be allocated based on the total number of BGC U.S. units, BGC Global units and BGC Holdings units, as the case may be, outstanding, other than in the case of certain litigation matters, as described in Related Agreements Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global.

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The following diagram illustrates the expected ownership structure of the Combined Company after the merger. The following diagram does not reflect the various subsidiaries of the Combined Company, BGC U.S., BGC Global, BGC Holdings or Cantor, the proposed issuance of restricted exchangeable interests or the results of any exchange of BGC Holdings exchangeable limited partnership interests, BGC Holdings restricted exchangeable interests or, to the extent applicable, BGC Holdings founding partner interests or BGC Holdings restricted exchangeable interests:

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You should read **Risk Factors** **Risks Related to the Combined Company's Capital Structure**, **Proposal 1 The Merger** **History, Formation, Separation and Pre-Merger Structure of BGC Partners**, **Proposal 1 The Merger** **Structure of the Combined Company**, **Related Agreements** and **Description of the Combined Company Capital Stock** for additional information about the Combined Company's capital structure and the risks posed by this structure.

### **Material U.S. Federal Income Tax Consequences (see page 106)**

Because eSpeed common stock held by eSpeed stockholders immediately prior to the merger will not be exchanged in the merger, eSpeed stockholders will not recognize any gain or loss for U.S. federal income tax purposes as a result of the merger. In addition, we do not anticipate that eSpeed will currently recognize any material amount of income or gain for U.S. federal income tax purposes as a result of the merger.

### **Accounting Treatment (see page 107)**

The merger will be accounted for by eSpeed as a combination of entities under common control in accordance with generally accepted accounting principles in the United States, which we refer to as U.S. GAAP.

### **Regulatory Approvals (see page 106)**

The merger is subject to the receipt of approvals of certain regulatory agencies, including the Financial Industry Regulatory Authority, which we refer to as FINRA, and the U.K. Financial Services Authority, which we refer to as the FSA (in respect of the change of control for all FSA-regulated entities and the conversion of BGC Financial, Inc. into a limited liability company). Consents from the Sydney Futures Exchange and the Hong Kong Monetary Authority are also required to consummate the separation transactions in Australia and Hong Kong, respectively. Consummation of the merger is also subject to approvals of, or filings with, securities commissions of certain states and other jurisdictions in which subsidiaries of BGC Partners and eSpeed conduct business.

### **Conditions to the Merger (see page 116)**

A number of conditions to each party's obligation to close must be satisfied or waived before the merger will be completed. These include among others:

the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, by the eSpeed stockholders;

the NASDAQ listing of the Combined Company Class A common stock to be issued in the merger;

the receipt of required governmental approvals, including the approval of FINRA, the FSA and other regulatory approvals;

the lack of any order, injunction, ruling, decree or judgment by a court or agency;

the absence of legal prohibitions restraining, enjoining or preventing the consummation of the merger or any of the transactions contemplated by the merger agreement being in effect;

the separation occurring according to the terms of the separation agreement;



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the accuracy and correctness of the other party's or parties' representations and warranties, subject to certain qualifications described in the merger agreement, and the receipt of a certificate from the other party to that effect; and

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the other party or parties covenants and agreements having been performed on or before the closing date of the merger in accordance with the merger agreement, and the receipt of a certificate from the other party to that effect.

The obligations of eSpeed to complete the merger are also subject to the following conditions:

the estimated closing net equity and the estimated closing cash of BGC Partners being at least equal to the target closing net equity of \$146.5 million and the target closing cash of \$25.0 million of BGC Partners, respectively, and the receipt of a certificate from BGC Partners to that effect; and

the estimated closing indebtedness of BGC Partners being equal to or less than the \$150.0 million target closing indebtedness of BGC Partners.

The obligations of BGC Partners to complete the merger are also subject to the receipt of an opinion from BGC Partners counsel, Wachtell, Lipton, Rosen & Katz, dated the closing date of the merger, confirming that the merger qualifies as an exchange for purposes of Section 351(a) of the Internal Revenue Code, as amended, which we refer to as the Code.

Each of the parties may waive the conditions to the performance of its obligations under the merger agreement.

**Absence of Dissenters Rights of Appraisal (see page 106)**

Under the Delaware General Corporation Law, which we refer to as the DGCL, which governs the merger, eSpeed stockholders are not entitled to dissenters rights of appraisal in connection with the merger.

**Management Before and After the Merger (see page 151)**

Following the merger, the Combined Company board of directors will consist of six directors, all of whom will be the directors of eSpeed immediately prior to the merger. The initial term of the directors will end with the first annual meeting of stockholders to be held by the Combined Company. Thereafter, if re-elected, the directors will serve one year terms.

Upon completion of the merger, Howard W. Lutnick, Chairman, Chief Executive Officer and President of the Company, will be appointed Chairman and Co-Chief Executive Officer of the Combined Company; Lee M. Amaitis, Chairman and Chief Executive Officer of BGC Partners and Vice Chairman of the Company, will be appointed Co-Chief Executive Officer of the Combined Company; Shaun D. Lynn, President of BGC Partners, will be appointed to the same position with the Combined Company; Stephen M. Merkel, Executive Vice President, General Counsel and Secretary of the Company, will be appointed to the same positions with the Combined Company; Robert K. West, Chief Financial Officer of BGC Partners, will be appointed to the same position with the Combined Company and Paul Saltzman, Chief Operating Officer of the Company, will be appointed Executive Managing Director of electronic trading of the Combined Company.

**Termination of the Merger Agreement (see page 118)**

BGC Partners and eSpeed (acting at the direction of the Special Committee) may mutually agree in writing by action of their respective boards of directors, at any time before the effective time of the merger, whether before or after eSpeed stockholder adoption, to terminate the merger agreement. Also, either BGC Partners or eSpeed (acting at the direction of the Special Committee) may terminate the merger agreement in several circumstances, including if:

the merger is not consummated on or before April 30, 2008, which we refer to as the Outside Date, unless either BGC Partners or eSpeed exercises its option to extend the Outside Date for an additional

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period not to exceed 120 days if all other conditions to consummation of the transactions contemplated by the merger agreement were satisfied or were capable of being satisfied, and the sole reason that such transactions has not been satisfied is because the closing condition related to required government approvals has not been satisfied, except that this right to terminate the merger agreement is not available to any party to the merger agreement whose failure to perform any material covenant or obligation under the merger agreement has been the primary cause of or resulted in the failure of the transactions contemplated by the merger agreement to occur on or before such date; or

any injunction permanently restrains, enjoins or prohibits the consummation of the transactions contemplated by the merger agreement.

BGC Partners may also terminate the merger agreement if eSpeed materially breaches any representation, warranty, covenant or agreement contained in the merger agreement, which breach by its nature is not curable within 45 days of written notice to eSpeed of such breach.

eSpeed may also terminate the merger agreement if BGC Partners, Cantor, BGC U.S. and BGC Global or BGC Holdings breaches any representation, warranty, covenant or agreement contained in the merger agreement, which breach by its nature is not curable within 45 days of written notice to the aforementioned parties of such breach.

### **Fees and Expenses (see page 118)**

Each party will bear its own costs and expenses, including attorneys' and other advisors' fees, incurred in connection with the merger agreement.

### **Related Agreements (see page 121)**

In the merger, the Combined Company will assume the related agreements described below:

#### ***Separation Agreement (see page 121)***

The separation agreement will be entered into and the closing of the separation will occur on or prior to the closing of the merger, at which time Cantor will contribute, convey, transfer, assign and deliver to BGC Partners or its subsidiaries, including the Opcos, in a manner that is expected to be tax-free to BGC Partners or its subsidiaries, including the Opcos, and BGC Partners or its subsidiaries, including the Opcos, will acquire and accept from Cantor, all of the right, title and interest of Cantor to the following assets, which we refer to as the transferred assets:

specified equity interests related to the BGC businesses;

specified contracts related to the BGC businesses, including employment agreements with transferred employees;

certain rights under eSpeed's amended and restated joint services agreement, dated as of October 1, 2005, which we refer to as the JSA, with Cantor including rights and obligations in respect of clearance, settlement and fulfillment services, to the extent related to the inter-dealer brokerage business;

all intellectual property primarily related to the BGC businesses being transferred;

all books and records (other than tax returns), files, papers, tapes, disks, manuals, keys, reports, plans, catalogs, sales and promotional materials and all other printed and written materials, to the extent available and primarily related to the BGC businesses; and

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all permits or licenses issued by any governmental authority to the extent primarily related to the BGC businesses and permitted by applicable law to be transferred.

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In addition, BGC Partners, BGC U.S. and/or BGC Global will assume certain transferred liabilities, which will include the following, which we refer to as the transferred liabilities:

all liabilities primarily relating to, arising from or in connection with any transferred business or any transferred asset, regardless of when or where such liability arose and regardless of where or against whom such liability is asserted or determined;

certain liabilities under the JSA to the extent related to the inter-dealer brokerage business, including liabilities related to Cantor's rights and obligations in respect of clearance, settlement and fulfillment services primarily related to the inter-dealer brokerage business;

all liabilities primarily relating to, arising from or in connection with the transferred business employees and their employment, including all compensation, benefits, severance, workers' compensation and welfare benefit claims and other employment-related liabilities primarily arising from or relating to the conduct of any transferred business; and

certain indebtedness, the total amount of which will not exceed \$150 million. We expect that the indebtedness will include a portion of Cantor's senior notes maturing in April 2010, or new debt to Cantor on terms similar to the senior notes, and the interest rate will be fixed at 7.5% per annum.

***Amended and Restated BGC Holdings Limited Partnership Agreement (see page 128)***

On or prior to the closing of the merger, the limited partnership agreement of BGC Holdings will be amended and restated. BGC Holdings will be managed by its general partner. Immediately after the separation and the merger, the Combined Company will indirectly hold the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings, and will serve as the general partner of BGC Holdings, which will entitle the Combined Company to control BGC Holdings.

Under the BGC Holdings limited partnership agreement, BGC Partners, as BGC Holdings' general partner, will manage the business and affairs of BGC Holdings, but will require Cantor's consent for amendments to the BGC Holdings limited partnership agreement, to decrease distributions to BGC Holdings limited partners to less than 100% of net income received by BGC Holdings (other than with respect to selected extraordinary items), to transfer any BGC U.S. or BGC Global partnership interests beneficially owned by BGC Holdings and to take any other actions that may interfere with Cantor's exercise of its pre-emptive right to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. and BGC Global by BGC Holdings), its right to acquire BGC Holdings limited partnership interests from founding partners and its right to exchange the BGC Holdings exchangeable limited partnership interests. Cantor's consent will also be required in connection with transfers of BGC Holdings limited partnership interests by other limited partners and the issuance of additional BGC Holdings limited partnership interests outside of the Participation Plan or that are not deemed issued in connection with the merger, in connection with the prior written consent of the BGC Partners compensation committee (or its designee) or in connection with a conversion of unissued unit and interest into a different class or type of unit and interest. BGC Holdings founding partner interests are only exchangeable if Cantor so determines, as Cantor has agreed to do with respect to a portion of the founding partner interests as described above. The BGC Holdings limited partnership agreement will also provide that BGC Holdings, in its capacity as general partner of each of BGC U.S. and BGC Global, will require Cantor's consent to amend the terms of the BGC U.S. or BGC Global limited partnership agreements. Founding/working partners and restricted exchangeable partners will not have any voting rights with respect to their ownership of BGC Holdings limited partnership interests, other than limited consent rights concerning amendments to the terms of the BGC Holdings limited partnership agreement.

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After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock received upon such exchange, in connection with a broad-based public offering of all shares of Combined Company Class A common stock underwritten by a nationally recognized investment banking firm. In addition, prior to the merger, a portion of the BGC Holdings founding partner interests held by Messrs. Lynn and Saltzman, as well as two other individuals who are employed by one of our affiliates, who, together with Mr. Amaitis, we refer to collectively as the select persons, will be sold to Cantor for cash, and such persons' aggregate net proceeds will be used as described in Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions. Upon acquiring such BGC Holdings founding partner interests from such persons, Cantor will exchange them for BGC Partners units on a one-for-one basis, and prior to the merger, BGC Partners will redeem such BGC Partners units from Cantor for cash equal to the amount paid by Cantor to the select persons in respect of such interests. See Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions.

The BGC Holdings limited partnership interests that Cantor transfers to founding partners in redemption of their current limited partnership interests in Cantor at the time of the separation will not be exchangeable with the Combined Company unless (1) Cantor reacquires such interests from the founding partners (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with the Combined Company for Combined Company Class A common stock or Combined Company Class B common stock as described above, or (2) Cantor determines that such interests can be exchanged by such founding partners with the Combined Company for Combined Company Class A common stock, generally on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company (which exchange of certain interests Cantor expects to permit from time to time). In particular, Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. In addition, prior to the completion of the merger, Cantor intends to enter into agreements with Messrs. Amaitis and Lynn pursuant to which Cantor will agree that an additional portion of the BGC Holdings founding partner interests held by each of them will be immediately exchangeable into restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests on terms and conditions to be determined by Cantor, provided that terms and conditions do not have an adverse effect on the Combined Company. See Certain Relationships and Related Transactions Before and After the Merger Exchangeability of Founding Partner Interests.

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

The restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions

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of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement.

Prior to the merger, in the fourth quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. The holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation.

***Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global (see page 143)***

On or prior to the closing of the merger, the limited partnership agreements of each of BGC U.S. and BGC Global will be amended and restated. Each of BGC U.S. and BGC Global will be managed by BGC Holdings, its general partner. As the general partner, BGC Holdings will be entitled to make all decisions with respect to BGC U.S. and BGC Global and their subsidiaries, subject to limited consent rights of Cantor and to the rights of the special voting limited partner, which will be BGC Holdings. BGC Holdings will require Cantor's consent to amend the terms of the BGC U.S. or the BGC Global limited partnership agreement or to take any other action that may interfere with Cantor's exercise of its pre-emptive right to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. and BGC Global by BGC Holdings) or Cantor's right to exchange BGC Holdings exchangeable limited partnership interests.

The BGC U.S. and BGC Global special voting limited partner will be entitled to appoint and remove the general partner of the applicable entity. The Combined Company, in its capacity as the general partner of BGC Holdings, will not cause BGC Holdings, in its capacity as the general partner of BGC U.S. and BGC Global, to make any amendments (other than ministerial or other immaterial amendments) to the limited partnership agreements of BGC U.S. or BGC Global unless such action is approved by a majority of the Combined Company's independent directors.

***Separation Registration Rights Agreement (see page 146)***

On or prior to the closing of the merger, BGC Partners and Cantor will enter into the separation registration rights agreement. The separation registration rights agreement will provide that Cantor and any affiliate of Cantor, which we refer to as a holder, holding BGC Partners units, or, after the merger, Combined Company common stock, which is transferred or issued to any holder pursuant to and in accordance with the BGC Holdings limited partnership agreement, and any BGC Partners units, or, after the merger, Combined Company common stock, issuable in respect of or in exchange for any such BGC Partners units or Combined Company common stock, as the case may be, which we refer to as registrable securities, will have unlimited piggyback registration rights. The separation registration rights agreement also will grant Cantor four demand registration rights requiring that BGC Partners, or, after the merger, the Combined Company, register the units or shares of its common stock, as the case may be, held by Cantor, provided that the amount of securities subject to such demand constitutes at least 10% of the BGC Partners Class A units, or, after the merger, shares of Combined Company Class A common stock, outstanding or has an aggregate market value in excess of \$20 million.

***Administrative Services Agreements (see page 147)***

Tower Bridge International Services L.P., which we refer to as Tower Bridge, BGC International (formerly known as Cantor Fitzgerald International), which we refer to as BGCI, and Cantor have entered into a new agreement, with an effective date of January 1, 2007. At the closing of the separation, Cantor and BGC

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Partners will enter into the administrative services agreement. Each is for an initial three-year term with successive one-year renewal periods unless terminated by any party, in the case of the Tower Bridge administrative services agreement, at least 180 days, or, in the case of the administrative services agreement, 120 days, before the end of the three-year term or any subsequent one-year renewal period, as the case may be.

***BGC Holdings Participation Plan (see page 149)***

In connection with the separation, BGC Holdings intends to adopt the Participation Plan as a means to attract, retain, motivate and reward present founding partners, present and prospective working partners and restricted exchangeable partners and executive officers of BGC Partners, or, after the merger, the Combined Company, by enabling such founding/working partners, restricted exchangeable partners and executive officers to acquire or increase their ownership interests in BGC Holdings.



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**SUMMARY HISTORICAL AND PRO FORMA FINANCIAL DATA**

The following table sets forth a summary of the historical combined financial information and other data of BGC Partners and summary pro forma combined financial information of the Combined Company.

The summary historical combined financial data of BGC Partners as of December 31, 2006 and 2005 and for each of the years ended December 31, 2006, 2005 and 2004 have been derived from BGC Partners' audited historical combined financial statements included elsewhere in this proxy statement. The summary historical combined financial data of BGC Partners as of December 31, 2004 have been derived from BGC Partners' audited historical combined financial statements not included in this proxy statement.

The summary historical combined financial data of BGC Partners as of and for the six months ended June 30, 2007 have been derived from the unaudited historical combined financial statements included elsewhere in this proxy statement. The summary historical combined financial data of BGC Partners for the six months ended June 30, 2006 have been derived from the unaudited historical combined financial statements included elsewhere in this proxy statement.

This financial data should be read in conjunction with BGC Partners' Selected Historical Combined Financial Data, BGC Partners' Management's Discussion and Analysis of Financial Condition and Results of Operations and BGC Partners' Combined Financial Statements and the accompanying Notes thereto included elsewhere in this proxy statement.

For purposes of this section of the proxy statement, references to BGC Partners refer to the BGC Division (as defined in Note 1 to the BGC Division Combined Financial Statements for the years ended December 31, 2006, 2005 and 2004, included elsewhere in this proxy statement).

The unaudited pro forma Combined Company statement of operations data for the six months ended June 30, 2007 and the year ended December 31, 2006 and the unaudited pro forma statement of financial condition data as of June 30, 2007 were derived by applying pro forma adjustments to the historical statements of operations data of eSpeed and BGC Partners for the six months ended June 30, 2007 and the year ended December 31, 2006 and the historical statement of financial condition data of eSpeed and BGC Partners as of June 30, 2007. The unaudited pro forma combined statement of operations data for the six months ended June 30, 2007 and the year ended December 31, 2006 and the unaudited pro forma combined statement of financial condition data at June 30, 2007 present the results of operations and financial position of the Combined Company assuming that the merger had been completed as of January 1, 2006 with respect to the unaudited pro forma combined statement of operations data and at June 30, 2007 with respect to the unaudited pro forma combined statement of financial condition data.

The BGC Partners stand-alone pro forma adjustments give effect to the impact of the BGC's separation from Cantor. The separation adjustments are as follows:

*Business Transfer:* As part of the separation, Cantor will transfer to BGC Partners all rights and obligations to receive North American fully electronic trading revenues. Under the JSA, these rights include the recognition of North American fulfillment revenues; fees paid to eSpeed under revenue share arrangements; and costs required to settle and clear the transactions. The separation is described in more detail in the Related Agreements Separation Agreement section of this proxy statement. The adjustments include 35% recognition of fulfillment revenues (eSpeed recognizes 65%) and actual costs incurred by Cantor to support the business.

*Finance Restructuring:* As part of the separation, BGC Partners will be relieved of its current long-term debt obligations with Cantor in the amount of approximately \$250 million and allocated a portion of existing

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long-term debt of approximately \$150 million. The pro forma financial statements reflect the net impact of the existing debt relief and the assumption of the new debt.

The Combined Company pro forma adjustments principally give effect to the impact of the merger as well as the following matters:

*Ownership Structure:* The Combined Company will consolidate the worldwide interests of the Opcos and eSpeed. For financial reporting purposes under U.S. GAAP the ownership interest held in Combined Company common stock, the BGC Holdings founding/working partner interest and BGC Holdings limited partnership interest held by Cantor will be accounted for as described below. A reconciliation of the calculation of fully diluted earnings per share will be reflected in the footnotes to the combined financial statements. The details of this reconciliation are outlined in the tables below. For purposes of providing an explanation of the capital structure we have labeled the three economic ownerships: (1) Combined Company; (2) Founding/working partners; and (3) BGC Holdings limited partnership interests held by Cantor. The interest held by the public (including Combined Company common stock held by Cantor) will be in the form of Combined Company Class A common stock and Class B common stock. The BGC Holdings interests held by Cantor and the founding/working partners will be in the form of BGC Holdings limited partnership interests. The BGC Holdings exchangeable limited partnership interests received by Cantor may, in effect, be exchanged in the future for shares of Combined Company Class B common stock (or, at Cantor’s option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). In addition, Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor also expects to grant certain additional exchange rights to Messrs. Amaitis and Lynn. No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

The accounting for the three economic ownership categories is described in the table below:

	<b>Statement of Financial</b>	
<b>Economic Ownership</b>	<b>Statement of Operations Presentation</b>	<b>Condition Presentation</b>
<p><b><u>Combined Company</u></b></p> <p>Combined Company Stockholders (Class A and B common stock holders)</p>	<p>The public stockholders (including Cantor) basic earnings per share (EPS) in the Combined Company is based on net income after allocations to the founding/working partners divided by the number of outstanding shares of Combined Company common stock.</p>	<p>Public stockholder (including Cantor) equity will be included in stockholders’ equity in the combined statement of financial condition.</p>
<p><b><u>Founding/working partners</u></b></p> <p>Founding/working partner interests (BGC Holdings limited partnership interests holders)</p>	<p>The founding/working partners may receive allocations of net income based on their pro rata share of the fully diluted shares in the Combined Company. This charge will be called allocation of net income to BGC Holdings founding partner units which will be a separate component listed in compensation expense.</p>	<p>The capital account balance, generally the amount of capital contributed by founding/working partners, will be classified on a separate liability line in the combined statement of financial condition called mandatorily redeemable partnership interest.</p>
<p><b><u>BGC Holdings limited partnership interests held by Cantor</u></b></p> <p>BGC Holdings limited partnership interests held by Cantor (BGC Holdings limited partnership interests holders)</p>	<p>Cantor’s pro rata share of the net income in the Combined Company will be reported as a minority interest charge in the combined statement of operations.</p>	<p>Cantor’s pro rata share of the capital held in BGC Division will be included as a component of minority interest in the combined statement of financial condition.</p>

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<b>Economic Ownership</b>	<b>Statement of Operations Presentation</b>	<b>Statement of Financial Condition Presentation</b>
<b><u>Consolidated BGC Partners, Inc.</u></b>	<p>EPS on a fully diluted basis for the Combined Company are presented as follows: Net income allocations to the founding/working partners and the minority interest to Cantor described above will be added back to net income. The number of units held in BGC Holdings by both the founding/working partners and Cantor will be added to the Combined Company common stock (plus common stock equivalents) to determine fully diluted shares outstanding. The adjusted net income will be divided by the adjusted fully diluted shares to calculate fully diluted EPS. Because basic EPS and fully diluted EPS (with the exception of the impact of stock option) are based on pro rata ownership in the Combined Company, there should not be any difference in the calculations.</p>	<p>The three economic ownership categories will be accounted for as components of the Combined Company's liabilities and equity on the combined statement of financial condition. The founding/working partner interests will be recorded as mandatorily redeemable partnership interest; Cantor's BGC Holdings limited partnership interests will be treated as a component of minority interest and the interests held by the public will be a component of stockholders' equity in the Combined Company.</p>

It is expected that after the merger the economic ownership structure percentages in the operating subsidiaries of the Combined Company will be 39.6% held by the public (including Combined Company common stock held by Cantor), 37.5% held by Cantor as BGC Holdings limited partnership interests, and 22.9% held by the founding partners as BGC Holdings limited partnership interests. In addition, concurrently with the merger, and, in the future, as part of its compensation process, BGC Holdings intends to issue certain restricted exchangeable interests and BGC Partners intends to issue certain restricted stock units to certain employees of BGC and other persons who provide services to BGC. The calculation of the economic ownership percentages is described in the following table (in thousands):

<b>Ownership</b>	<b>Pre-Merger</b>			<b>Total</b>	<b>Percentage (4)</b>
	<b>Common Stock (1)</b>	<b>Issued Common Stock (2)</b>	<b>Issued BGC Holding Units (3)</b>		
Combined Company	51,495	21,969		73,464	39.6%
Founding/working partners			42,492	42,492	22.9
BGC Holdings limited partnership interests held by Cantor			69,399	69,399	37.5
<b>Total common stock/BGC Holdings units</b>	<b>51,495</b>	<b>21,969</b>	<b>111,891</b>	<b>185,355</b>	<b>100.0%</b>

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- (1) Common stock amounts represent total eSpeed common stock including common stock options outstanding at June 30, 2007.
  - (2) Reflects shares issued in return for Maxcor. Maxcor is an entity that was acquired by BGC Division in May 2005. Maxcor is being contributed to the Combined Company directly. A separate valuation was performed on Maxcor on May 25, 2007 to determine the amount of shares to be issued.
  - (3) Reflects the issuance of BGC Holdings units to be held by the founding partners and Cantor upon completion of the merger. As part of the merger, founding partners will convert their Cantor units into two distribution rights for each unit and 10 founding partner exchangeable interests for each unit. Cantor partners will receive two distribution rights for each Cantor unit they hold. They will not receive the one for 10 exchangeable interests as they are not BGC Holdings founding partners. Included in Cantor's portion of the BGC Holdings units are 7,349,068 of distribution rights Cantor is obligated to distribute to the founding partners.
  - (4) The collective management of BGC, including founding partners and certain executives of Cantor who hold BGC management positions, are expected to own another 8.3% of the company, reflecting distribution and exchange



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rights. As a result, the Combined Company ownership held by management of BGC and eSpeed in the Combined Company is the founding partners BGC Holdings units representing 22.9% plus another approximately 8.3% or approximately 31.2%.

This amount excludes any shares of Class A or Class B common stock or any options previously granted to, held directly by, or held beneficially by, or otherwise controlled by the executives of the Combined Company.

The economic ownership percentages calculated above determine certain income statement and balance sheet allocations in the Combined Company pro forma financial statements as of June 30, 2007. The allocations are calculated below (in thousands, except for per share data):

<b>Statement of Operations</b>	<b>Amount</b>
<i>Net income allocations</i>	
Combined Company net income prior to allocations to founding partners and Cantor	\$ 30,768
Founding/working partners net income allocation percentage and compensation charged based on a pro rata ownership in the Combined Company.	22.9% (7,054)
Cantor minority interest allocation percentage and charge based on a pro rata ownership in the Combined Company.	37.5% (11,521)
Public company net income after founding partner distributions and minority interest allocations	\$ 12,193
<i>Basic and Fully Diluted Share Calculations</i>	
Basic weighed average shares of common shares outstanding (1)	72,404
Stock option programs	1,045
BGC Holdings units held by founding partners	42,492
BGC Holdings units held by Cantor	69,399
Total fully diluted weighted average shares outstanding	185,340
<i>Earnings Per Share Calculations</i>	
<b>Basic earnings per share</b>	
Combined Company net income	\$ 12,193
Basic weighed average shares outstanding	72,404
Basic earnings per share	\$ 0.17
<b>Fully diluted earnings per share</b>	
Combined Company net income adjusted to add back net income allocations to founding partners and Cantor minority interest allocations	\$ 30,768
Total fully diluted weighed average shares outstanding	185,340
Fully diluted earnings per share	\$ 0.17
<b>Statement of Financial Condition</b>	
<i>Mandatory redeemable interest</i>	
Value of founding partner capital accounts at the time of the merger (2)	\$ 171,724
<i>Minority interest</i>	
BGC Division net assets	146,500
Cantor s percentage interest in BGC s operating companies (3)	62.0%
Cantor s minority interest	\$ 90,865
<i>Public Company</i>	
eSpeed pre-merger stockholders equity	\$ 249,466
BGC Division remaining net assets after the minority interest allocation to Cantor	55,635

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Allocation of founding partner capital accounts out of stockholders' equity	(171,724)
Public company stockholders' equity	\$ 133,377
<i>Total Ownership of the Combined Company</i>	
Total value of the ownerships in the Combined Company	\$ 395,966

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- (1) The weighted average basic common shares outstanding amounts were taken from eSpeed's Quarterly Report on Form 10-Q for the six months ended June 30, 2007, filed with the SEC on August 23, 2007. The amount per the filing was 50,435. The pro forma Combined Company basic weighted average common shares takes the share amount per the eSpeed Form 10-Q and adds Combined Company Class A common stock contributed by Maxcor of 21,969 assuming those shares were outstanding for the entire six-month period ended June 30, 2007.
- (2) The value of the founding partner accounts reflects redemptions of partnership interest to settle loans to certain BGC executive officers.
- (3) The economic interest in the Opcos is determined by the amount of issued BGC Holdings units held by the founding partners and Cantor. The total number of BGC Holdings units to be issued as part of the merger is 111,891. That interest will be divided 42,492 (or 38.0%) to the founding partners and 69,399 (or 62.0%) to Cantor.

*Separation:* BGC Partners' separation from Cantor, which is described in more detail in the The Merger Agreement Certain Actions Prior to the Merger and Related Agreements Separation Agreement sections of this proxy statement.

*Sale of Partnership Interests:* Prior to completion of the merger, Messrs. Amaitis, Lynn, Merkel, Saltzman and two other individuals who are employed by one of BGC's affiliates will settle outstanding loans made to or guaranteed by Cantor. The settlement of the loans will result in a reduction in pro forma equity and cash and cash equivalents on the Combined Company's balance sheet as well as one-time compensation charge. To settle the loan balances, Messrs. Lynn, Merkel and Saltzman and two other individuals who are employed by one or more of BGC's affiliates will immediately after the separation sell to Cantor, for cash, distribution rights and founding partner interest provided to them in connection with the redemption of their Cantor limited partnership interests in connection with the separation at a price per interest or share equal to the closing price of eSpeed Class A common stock on the date of closing of the merger. The distribution rights and founding partner interest were derived by taking each of identified partner's Cantor partnership units and exchanging each of the Cantor units held for two distribution rights and 10 founding partner interests units in the Combined Company. Mr. Merkel will not receive founding partner interests. Cantor will redeem a portion of Mr. Amaitis' Cantor limited partnership interests for \$100.00 a unit. This price is based on a value determined by Cantor. The amount of the compensation charge is based on the closing price of eSpeed Class A common stock at the date of the transaction, or in Mr. Amaitis' case the \$100.00 value determined by Cantor, less the partner's basis in his Cantor interest or distribution rights and founding partner interest required to settle the outstanding debt at such date. Partner basis is based on the value of the partner's capital account at the time of the merger divided by their total units. The total amount of BGC executive officer debt at June 30, 2007 was \$67.1 million. The closing price of eSpeed Class A common stock on June 29, 2007 of \$8.64 was used for purposes of the below table. If the sale of the distribution rights, founding partner interest and Cantor interests occurred on June 29, 2007, it would have generated a compensation charge of \$41.6 million for the six months ended June 30, 2007. Terms of the repayment are described in more detail in the Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions section of this proxy statement.

Under SEC Regulation S-X, Rule 11-02 (b)(5), The pro forma condensed income statement shall disclose income (loss) from continuing operations before nonrecurring charges or credits directly attributable to the transaction. Material nonrecurring charges or credits and related tax effects which result directly from the transaction and which will be included in the income of the registrant within the 12 months succeeding the transaction shall be disclosed separately. Therefore, the compensation charge will not be considered in the pro forma combined statement of operations for the Combined Company.

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The following table shows the calculation of the projected compensation charges in connection with the redemption of the executive officers Cantor interest or distribution rights and founding partner interest (in thousands, except for per share data):

Executive Officer	Total Loan Outstanding(1)(2)	Share Redemption Price	Cantor Interest	Distribution Rights and BGC Holdings Founding Partner Interest Required to Repay Outstanding Loan	Cost Basis(1)	Compensation Charge (Total Proceeds Less Cost Basis) From Sale
Lee Amaitis	\$ 51,326	\$ 100.00	513		\$ 39.46	\$ 31,072
Shaun Lynn	9,814	\$ 8.64		1,136	\$ 2.91	6,510
Stephen Merkel	1,190	\$ 8.64		138	\$ 2.89	792
Paul Saltzman	500	\$ 8.64		58	\$ 3.72	285
Other executives	4,281	\$ 8.64		495	\$ 2.61	2,985
Total	\$ 67,111		513	1,827		\$ 41,644

- (1) Outstanding loan balances and partner cost basis were based on May 31, 2007 partnership data.  
(2) Loan balances include accrued interest.

*Issuance of Additional Partnership Interest:* Immediately after the redemption, Cantor will provide Messrs. Amaitis and Lynn with 1,100,000 and 200,000, respectively, of additional BGC Holdings founding partner interest that will be immediately exchangeable into shares of Class A common stock in the Combined Company. Mr. Lynn will also have 400,000 units of his existing founding partner interests become immediately exchangeable into shares of Class A common stock in the Combined Company. The additional founding partner interests will be treated as 100% compensation and Mr. Lynn's existing partnership interests that become immediately exchangeable will be treated as compensation to the extent the assumed share price exceeds his basis. The value of the interest is based on the closing price of eSpeed Class A common stock on the closing date of the merger. The closing price of eSpeed Class A common stock on June 29, 2007 of \$8.64 is used for purposes of the below table. If the additional units were issued and Mr. Lynn's existing founding partner interest became immediately exchangeable on June 29, 2007 it would have resulted in a compensation charge of \$13.5 million for the six months ended June 30, 2007.

As described under *Sale of Partnership Interests* above, this charge is one-time in nature and therefore, under SEC Regulation S-X, Rule 11-02 (b)(5), the compensation charge will not be considered in the pro forma combined statement of operations for the Combined Company.

The following table shows the calculation of the projected compensation charge in connection with the issuance of additional founding partner interest (in thousands, except for per share data):

Executive Officer	Additional Exchangeable Rights	Share Price	Cost Basis(1)	Compensation Charge
Lee Amaitis	1,100	\$ 8.64	\$	\$ 9,504
Shaun Lynn	200	\$ 8.64	\$	1,728
	400	\$ 8.64	\$ 2.91	2,292
Total	1,700			\$ 13,524

- (1) Partner cost basis was based on May 31, 2007 partnership data.





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*Merger Structure:* The structure of the merger, which includes the issuance of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock and Cantor's and the founding partners' and the restricted exchangeable partners' interests in BGC Holdings. The structure of the merger is described in more detail in the Proposal 1 The Merger Structure of the Combined Company section of this proxy statement.

*Exchangeability of Partnership Interest:* Upon the close of the merger, Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. In addition, prior to the merger, Cantor intends to enter into agreements with Messrs. Amaitis and Lynn pursuant to which Cantor will agree that an additional portion of the BGC Holdings founding partner interests held by each of them, 1,100,000 and 600,000 (200,000 of additional BGC Holdings founding partner interest and 400,000 of existing partnership interest), respectively, will be immediately exchangeable into restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company.

*Restricted Exchangeable Interest:* Concurrently with the merger, BGC Holdings will issue restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC, and each of the holders of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half in August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Exchanges and Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Partner Obligations.

*Finance Restructuring:* As part of the separation and merger, the Combined Company will be relieved of existing long-term debt obligations to Cantor of approximately \$250 million and allocated a portion of existing Cantor long-term debt, not to exceed \$150 million, which will mature in 2010. The Combined Company's obligations are described in more detail in the Related Agreements Separation Agreement Separation and Contribution section of this proxy statement.

*Accounting for the Combined Company:* The transaction contemplated by the merger agreement will be accounted for as a combination of entities under common control. For this purpose, eSpeed will be deemed the acquirer and BGC Partners will be deemed the acquiree. Statement of Financial Accounting Standards, which we refer to as SFAS, No. 141, *Accounting for Business Combinations*, which we refer to as SFAS No. 141, requires that in a transaction between entities under common control, the net assets of the acquiree, BGC Division, be recognized at their carrying amounts in the accounts of the transferring entity at the date of transfer; which for purposes of the statement of financial condition is assumed to be June 30, 2007.

*Consolidation:* The businesses of the Combined Company will be held under two subsidiaries: a partnership primarily holding the U.S. businesses called BGC U.S. and a partnership holding the non-U.S. businesses called BGC Global. These subsidiaries are collectively referred to as the Opcos. The Opcos will consolidate under Emerging Issues Task Force (EITF) 04-05, Determining

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Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights, as it has been determined there are no variable interest entities.

The summary pro forma financial data of the Combined Company are included for informational purposes only and should not be considered indicative of actual results that would have been achieved had these events actually been consummated on the dates indicated and do not purport to indicate results of operations as of any future date or for any future period. Please refer to Unaudited Pro Forma Financial Data for more information regarding the pro forma adjustments for the Combined Company.

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	Year Ended December 31,				Six Months Ended June 30,			
	2006			Pro Forma Combined Company	2007			Pro Forma Combined Company
	BGC Partners		Restated 2006		BGC Partners		Pro Forma BGC Partners Stand-Alone 2007	
2004	2005	2006	2006	2006	2007	2007	2007	
<b>Combined Statement of Income Data:</b>								
Revenues:								
Commissions	\$ 165,410	\$ 343,327	\$ 512,075	\$ 592,078	\$ 256,959	\$ 337,028	\$ 350,420	\$ 377,096
Principal transactions	125,272	119,586	134,939	134,939	68,130	111,273	111,273	111,273
Fees from related parties	11,501	13,059	22,498	34,863	8,783	15,090	15,090	22,510
Market data	14,307	16,283	17,409	17,409	8,623	9,732	9,732	9,732
Interest	1,055	9,048	21,545	31,086	11,856	10,002	10,002	15,012
Other revenues	10,276	2,432	19,614	43,184	11,133	4,077	4,077	10,409
<b>Total revenues</b>	<b>327,821</b>	<b>503,735</b>	<b>728,080</b>	<b>853,559</b>	<b>365,484</b>	<b>487,202</b>	<b>500,594</b>	<b>546,032</b>
Expenses:								
Compensation and employee benefits	193,405	386,752	510,893	557,761	244,219	292,478	292,478	318,320
Allocation of net income to BGC Holdings founding partner units								7,054
<b>Total compensation and benefits</b>	<b>193,405</b>	<b>386,752</b>	<b>510,893</b>	<b>557,761</b>	<b>244,219</b>	<b>292,478</b>	<b>292,478</b>	<b>325,374</b>
Other expenses	130,770	220,567	331,685	388,624	151,734	161,038	159,033	190,751
<b>Total expenses</b>	<b>324,175</b>	<b>607,319</b>	<b>842,578</b>	<b>946,385</b>	<b>395,953</b>	<b>453,516</b>	<b>451,511</b>	<b>516,125</b>
Income (loss) from continuing operations before income taxes and minority interest	3,646	(103,584)	(114,498)	(92,826)	(30,469)	33,686	49,083	29,907
Minority interest	(54)	(16)	11	(56,182)	9	1,059	1,059	12,570
Provision (benefit) for income taxes	2,577	(7,634)	(1,843)	210	2,941	4,020	5,515	5,144
<b>Income (loss) from continuing operations</b>	<b>1,123</b>	<b>(95,934)</b>	<b>(112,666)</b>	<b>(36,854)</b>	<b>(33,419)</b>	<b>28,607</b>	<b>42,509</b>	<b>12,193</b>
Loss from discontinued operations, net of tax		(117)	(650)		(650)			
Cumulative effect of a change in accounting principle			(10,080)		(10,080)			
<b>Net income (loss)</b>	<b>\$ 1,123</b>	<b>\$ (96,051)</b>	<b>\$ (123,396)</b>	<b>\$ (36,854)</b>	<b>\$ (44,149)</b>	<b>\$ 28,607</b>	<b>\$ 42,509</b>	<b>\$ 12,193</b>
Adjustments for net income for fully diluted computation								
Net income								\$ 12,193
Allocation of net income to BGC Holdings founding partner units								7,054
Minority interest to Cantor								11,521
<b>Net income for fully diluted computation</b>								<b>\$ 30,768</b>
Per share data:								
Basic earnings per share								\$ 0.17
Fully diluted earnings per share								\$ 0.17
Basic weighted average shares of common stock outstanding								
Stock option programs								72,404
BGC Holding units held by founding partners								1,045
BGC Holding units held by Cantor								42,492
								69,399
								185,340

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Fully diluted weighted average shares of common stock outstanding

### Revenue by Geographic Region:

United Kingdom	\$ 218,503	\$ 232,798	\$ 344,342	\$ 343,956	\$ 185,770	\$ 220,078	\$ 220,078	\$ 220,852
United States	50,501	131,160	203,496	322,018	103,002	132,672	146,064	186,956
Other international	58,817	139,777	180,242	187,585	76,712	134,452	134,452	138,224
<b>Total revenues</b>	<b>\$ 327,821</b>	<b>\$ 503,735</b>	<b>\$ 728,080</b>	<b>\$ 853,559</b>	<b>\$ 365,484</b>	<b>\$ 487,202</b>	<b>\$ 500,594</b>	<b>\$ 546,032</b>

### Selected Statistical Data:

Total average brokers	496	800	1,124	1,124	1,079	1,189	1,189	1,189
Total average employees	746	1,132	1,541	1,931	1,515	1,641	1,641	2,039

As of December 31,

As of June 30,

	BGC Partners			BGC Partners	2007 Pro Forma Combined Company
	2004	2005	Restated 2006	2007	
<b>Combined Statement of Financial Condition Data:</b>					
Cash and cash equivalents	\$ 19,215	\$ 127,367	\$ 109,050	\$ 115,069	\$ 230,516
Total assets	\$ 454,409	\$ 875,059	\$ 1,117,866	\$ 1,503,221	\$ 1,627,647
Total liabilities	\$ 340,153	\$ 709,803	\$ 1,038,150	\$ 1,393,595	\$ 1,230,632
Mandatory redeemable partnership interest	\$	\$	\$	\$	\$ 171,724
Minority interest (Cantor)	\$	\$	\$	\$	\$ 90,865
Total net assets/stockholders equity	\$ 107,208	\$ 158,224	\$ 72,673	\$ 101,524	\$ 133,377

**Table of Contents****RISK FACTORS**

*You should carefully consider the following risks and all of the other information set forth in this proxy statement and the annexes, which are incorporated herein by reference. The risk factors set forth below primarily relate to the business of BGC U.S. and BGC Global. These risks also affect the Combined Company because, after the completion of the merger, the business of the Combined Company will primarily consist of its interest in BGC U.S. limited partnership interests, BGC Global limited partnership interests, the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings. If any of the events or developments described below actually occurred, our, or the Combined Company's, as the case may be, business, financial condition and results of operations would likely suffer. In that case, the trading price of our, or the Combined Company, as the case may be, common stock would likely decline, and you could lose part or all of your investment in the common stock. In addition, you should read and consider the risks associated with each of the businesses of eSpeed because these risks will also affect the Combined Company. These risks can be found below under Risk Factors Risks Related to the Combined Company's Business, as well as in Item 1A. Risk Factors in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. You should also read and consider the other information in this proxy statement and the other documents incorporated by reference in this proxy statement. See the sections entitled Where You Can Find More Information beginning on page 295 and Documents Incorporated by Reference on page 295.*

**Risks Related to the Merger**

***The failure to integrate successfully the businesses and operations of eSpeed and BGC Partners in the expected time frame may adversely affect the Combined Company's future results.***

Historically, eSpeed and BGC Partners have operated as separate companies related primarily through the JSA, and they will continue to do so until the completion of the merger. The management of the Combined Company may face significant challenges in consolidating the functions of eSpeed and BGC Partners, integrating their technologies, organizations, procedures, policies and operations, as well as retaining key eSpeed and BGC Partners personnel. The integration may also be complex and time consuming, and require substantial resources and effort resulting in the possible diversion of management's attention for an extended period of time. The integration process and other disruptions resulting from the merger may also disrupt each company's ongoing businesses or cause inconsistencies in standards, controls, procedures and policies that adversely affect their relationships with employees and others with whom they have business or other dealings or to achieve the anticipated benefits of the merger, including the realization of anticipated cost savings and revenue enhancements. In addition, difficulties in integrating the businesses of eSpeed and BGC Partners could harm the reputation of the Combined Company.

***The Combined Company will incur significant transaction and merger-related costs in connection with the merger.***

eSpeed and BGC Partners expect to incur a number of non-recurring costs associated with combining the operations of the two companies. eSpeed and BGC Partners will also incur legal, accounting and other transaction fees and other costs related to the merger, anticipated to be between \$10 million and \$12 million. Some of these costs are payable regardless of whether the merger is completed. Additional unanticipated costs may be incurred in the integration of the businesses of eSpeed and BGC Partners.

Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, may offset these transaction and merger-related costs over time, this net benefit may not be achieved in the near term, or at all.

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***Certain directors and executive officers of eSpeed and BGC Partners may have interests in the merger that are different from, or in addition to or in conflict with, yours.***

Executive officers of BGC Partners (who, in some cases, are also officers of eSpeed) negotiated the terms of the merger agreement on behalf of BGC Partners and, upon the unanimous recommendation of the Special Committee, the eSpeed board of directors approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and unanimously recommends that you vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. These directors and executive officers may have interests in the merger that are different from, or in addition to or in conflict with, yours. These interests include the continued employment of certain executive officers of eSpeed or BGC Partners by the Combined Company, the continued positions of directors of eSpeed as directors of the Combined Company or as officers or partners of Cantor, and the indemnification of former eSpeed and BGC Partners directors and officers by the Combined Company. You should be aware of these interests when you consider the recommendation of the eSpeed board of directors that you vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. For a discussion of the interests of eSpeed's directors and executive officers in the merger, see *The Merger* Interests of Directors, Executive Officers and Certain Beneficial Owners in the Merger.

***eSpeed stockholders, other than Cantor and its affiliates, will have a reduced ownership and voting interest after the merger.***

After the completion of the merger, eSpeed stockholders, other than Cantor and its affiliates, will own a smaller percentage of the Combined Company than they currently own of eSpeed. Upon completion of the merger, the holders of eSpeed Class A common stock (other than Cantor and its affiliates) will own approximately 40.6% of the Combined Company Class A common stock and will have approximately 11.2% of the voting power of the Combined Company on a diluted basis. Holders of eSpeed Class A common stock (other than Cantor and its affiliates), as a group, will have reduced ownership and voting power in the Combined Company compared to their ownership and voting power in eSpeed.

***Reorganizing BGC Partners from a privately held firm to part of a publicly traded company may adversely affect the Combined Company's ability to retain, recruit and motivate key employees.***

While we believe the separation will promote retention and recruitment, some employees may be more attracted to the benefits of working at a private, controlled partnership or of being a partner in Cantor, which may adversely affect the Combined Company's ability to retain, recruit and motivate key employees. The impact of the separation on the founding partners, restricted exchangeable partners, future working partners and other employee retention and recruitment is uncertain.

Many of the individuals that will be key employees of the Combined Company are currently limited partners of Cantor. We believe that the possibility of becoming a limited partner of Cantor has been an important tool in its ability to hire and retain key employees. Prior to the completion of the merger, Cantor will redeem all of the Cantor limited partnership interests held by founding partners in exchange for (1) a portion of the BGC Holdings limited partnership interests that Cantor will receive in the separation and (2) distribution rights in respect of BGC Partners interests and, after the merger, Combined Company Class A common stock. Prior to the merger in the fourth quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. The holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. See

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Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Restricted Exchangeable Units and Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Partner Obligations. In addition, in the fourth quarter of 2007, BGC Partners International L.P. anticipates entering into agreements with certain non-U.S. employees to forego 2007 compensation in exchange for the delivery in 2008 of certain BGC RSUs. In addition, in the fourth quarter of 2007, certain employees of BGC Partners and other persons who provide services to BGC are expected to be granted certain BGC RSUs as a form of discretionary bonus. These BGC RSUs are expected to vest and become exchangeable into shares of Combined Company Class A common stock in two equal installments on August 31, 2008 and August 31, 2009 or according to such other vesting schedule as may be agreed, and will be eligible to receive dividends paid by BGC Partners prior to vesting. In both cases, upon the closing of the merger, the shares ultimately issuable pursuant to the restricted exchangeable interests and the BGC RSUs will be shares of Combined Company Class A common stock issued pursuant to the BGC Partners Long Term Incentive Plan or similar plan. In addition, we expect that from time to time following the merger, key employees of the Combined Company will have the opportunity to become limited partners of BGC Holdings. See Related Agreements BGC Holdings Participation Plan.

While these BGC Holdings limited partnership interests will entitle founding/working partners and restricted exchangeable partners to participate in distributions of income from the operations of the Combined Company's business, upon leaving BGC Holdings (or upon any other redemption or purchase of such limited partnership interests as described below), any such founding/working partner or restricted exchangeable partners will, unless Cantor, in the case of the founding partners, and the Combined Company, as the general partner of BGC Holdings, otherwise determine, only be entitled to receive over time, and provided he or she does not violate certain partner obligations, an amount for his or her BGC Holdings limited partnership interests that reflects such partner's capital account, and not any goodwill or going concern value of the Combined Company's business. Moreover, unlike Cantor, founding/working partners will have no right to exchange their BGC Holdings limited partnership interests for shares of Combined Company capital stock (unless, in the case of founding partners, Cantor determines otherwise) and thereby realize any higher value associated with Combined Company capital stock. Cantor intends, however, to permit exchanges of a portion of the founding partner interests immediately after the merger and, from time to time, may provide founding partners with the right to exchange their remaining founding partner interests on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company. See Certain Relationships and Related Transactions Before and After the Merger Exchangeability of Founding Partner Interests.

The BGC Holdings limited partnership interests are also subject to redemption, with respect to the founding partners, upon mutual agreement of Cantor and the general partner of BGC Holdings, and with respect to the working partners and restricted exchangeable partners, at the election of the general partner of BGC Holdings, as described in Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Redemption of BGC Holdings Founding/Working Partner Interests and Restricted Exchangeable Interests, and will subject founding/working partners and restricted exchangeable partners to non-competition and non-solicitation covenants, as well as other obligations as described in Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Partner Obligations. In addition, the exercise of Cantor's right of first refusal in respect of founding partner interests and, in certain circumstances, working partner interests and restricted exchangeable partners will result in the share of distributions of income from the operations of the Combined Company's business on other outstanding BGC Holdings limited partnership interests, including those held by founding/working partners, to remain the same rather than increasing as would be the case if such interests were redeemed by BGC Holdings. See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Cantor's Right of First Refusal.

The terms of the BGC Holdings limited partnership interests held by founding/working partners and restricted exchangeable partners will also differ from the terms of the limited partnership interests in Cantor currently held by founding partners and by certain of the restricted exchangeable partners as follows:

unlike the limited partnership interests in Cantor, founding/working partners and restricted exchangeable partners will not be entitled to reinvest the distributions on BGC Holdings limited partnership interests in additional BGC Holdings limited partnership interests at preferential or historical prices; and



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as described in Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Distributions, Cantor will be entitled to receive any amounts from selected extraordinary transactions which are withheld from distributions to founding/working partners and restricted exchangeable partners and forfeited by founding/working partners and restricted exchangeable partners leaving BGC Holdings prior to their interests in such withheld distributions fully vesting rather than any such forfeited amounts accruing to the benefit of all BGC Holdings limited partners on a pro rata basis.

Founding partners may find any of these terms of the BGC Holdings limited partnership interests to be less attractive than the current arrangements for limited partners of Cantor, which may reduce the effectiveness of these interests as retention tools.

In connection with the separation, founding partners and other persons providing services to BGC Partners will receive distribution rights from Cantor that will generally entitle the holder to receive from Cantor a distribution of a fixed number of shares of Combined Company Class A common stock, with one-third of such shares distributable on each of the first, second and third anniversaries of the merger. The ownership of these distribution rights and underlying shares of Combined Company Class A common stock will not be dependent upon a founding partner's continued employment with the Combined Company or Cantor or compliance with the partner obligations, and founding partners will not be restricted from leaving the Combined Company by the potential loss of shares distributable pursuant to these distribution rights.

***Comments by the SEC on this proxy statement may require modification or reformulation of the combined pro forma financial information contained in this proxy statement and, if such modification or reformulation is required, the combined pro forma financial information may differ materially from the combined pro forma financial information contained in this proxy statement.***

Although we believe that the combined pro forma financial information contained in this proxy statement complies with generally accepted accounting principles, in the course of the SEC's review of this proxy statement we may be required to make changes or supplement such combined pro forma financial information. Comments by the SEC on this proxy statement may require modification or reformulation of the combined pro forma financial information contained in this proxy statement and, if such modification or reformulation is required, the combined pro forma financial information may differ materially from the combined pro forma financial information contained in this proxy statement.

***The combined pro forma financial information in this proxy statement may not permit you to predict the Combined Company's costs of operations, and the estimates and assumptions used in preparing the combined pro forma financial information may be materially different from the Combined Company's actual experience as a reorganized, combined company and its actual results of operations could materially differ from the combined pro forma financial information in this proxy statement.***

In preparing the combined pro forma financial information in this proxy statement, we have made adjustments to the historical financial information of BGC Partners and we have made adjustments to historical financial information of BGC Partners and eSpeed to reflect the separation and the merger, based upon currently available information and upon assumptions that our management believes are reasonable in order to reflect, on a pro forma basis, the impact of the transactions contemplated by the separation and the merger. The adjustments for the separation and merger include, among other items, a forgiveness of intercompany balances with Cantor; settlement of outstanding executive loans; a calculation of distributions of net income to founding partners; a calculation of Cantor's minority interest in the Combined Company; a transfer of business lines between the Combined Company and Cantor; a deduction and charge to earnings for estimated income taxes based on an estimated tax rate, estimated salaries, payroll taxes and benefits for founding/working partners; and an elimination of intercompany transactions between eSpeed and BGC Partners. These and other estimates and assumptions used in the calculation of the pro forma financial information in this proxy statement may be materially different from the actual experience of the BGC business as a separate, independent business from

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Cantor and the Combined Company's actual experience combining the historic operations of BGC Partners and eSpeed. The pro forma financial information in this proxy statement does not purport to represent what the Combined Company's or BGC U.S.'s or BGC Global's results of operations would actually have been had BGC Partners, the Combined Company, BGC U.S. or BGC Global operated as a combined company, with BGC Partners separated from Cantor, during the periods presented, nor does the pro forma information give effect to any events other than those discussed in the unaudited pro forma financial information and related notes. The pro forma financial information also does not purport to be indicative of results of operations as of any future date or future period. The Combined Company's actual results of operations could materially differ from the pro forma financial information in this proxy statement.

***The Combined Company will be required to pay Cantor for a significant portion of the benefit relating to any additional tax depreciation or amortization deductions it may claim as a result of the tax basis step-up BGC Partners receives, the rights to which the Combined Company will assume in the merger, in connection with the separation and the related transactions, respectively.***

The BGC Holdings exchangeable limited partnership interests received by Cantor may, in effect, be exchanged in the future for shares of Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). The exchanges may result in increases in the tax basis of the tangible and intangible assets of BGC U.S. and BGC Global attributable to BGC Partners, or, after the merger, the Combined Company's, interest in BGC U.S. and BGC Global that otherwise would not have been available. These increases in the tax basis may reduce the amount of tax that BGC Partners, or, after the merger, the Combined Company, would otherwise be required to pay in the future, although the Internal Revenue Service may challenge all or part of that tax basis increase, and a court could sustain such a challenge.

The merger agreement and the separation agreement contemplate that BGC Partners will enter into, and the Combined Company will assume BGC Partners' rights and obligations under, a tax receivable agreement with Cantor that will provide for the payment by the Combined Company to Cantor of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that it actually realizes as a result of these increases in tax basis and of certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. The Combined Company expects to benefit from the remaining 15% of cash savings, if any, in income or franchise tax that it realizes. The Combined Company will determine, after consultation with Cantor, the extent to which it is permitted to claim any such tax benefits, and such tax benefits will be taken into account in computing any cash savings so long as the Combined Company's accountants agree that it is at least more likely than not that such tax benefit is available. BGC Partners, or, after the merger, the Combined Company, will have the right to terminate the tax receivable agreement at any time for an amount based on an agreed value of payments remaining to be made under the agreement, provided that if Cantor and the Combined Company cannot agree upon a value, the agreement will remain in full force and effect. While the actual amount and timing of any payments under the tax receivable agreement will vary depending upon a number of factors, including the timing of exchanges, the extent to which such exchanges are taxable and the amount and timing of the income that BGC Partners, or, after the merger, the Combined Company, achieves, it is expected that as a result of the anticipated magnitude of the increases in the tax basis of the tangible and intangible assets of BGC U.S. and BGC Global attributable to BGC Partners, or, after the merger, the Combined Company's, interest in BGC U.S. and BGC Global, during the expected 24-year term of the tax receivable agreement, the payments that BGC Partners, or, after the merger, the Combined Company, may make to Cantor could be substantial. The ability of BGC Partners, or, after the merger, the Combined Company, to achieve benefits from any such increase will depend upon a number of factors, including the timing and amount of future income of BGC Partners, or, after the merger, the Combined Company.

Pursuant to the tax receivable agreement, 20% of each payment that would otherwise be made by the Combined Company will be deposited into an escrow account until the expiration of the statute of limitations for the tax year to which the payment relates. If the Internal Revenue Service successfully challenges the availability

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of any tax benefit and determines that a tax benefit is not available, the Combined Company will be entitled to receive reimbursements from Cantor for amounts it previously paid under the tax receivable agreement and Cantor will indemnify the Combined Company and hold it harmless with respect to any interest or penalties in respect of the disallowance of any deductions which gave rise to the payment under the tax receivable agreement (together with reasonable attorneys and accountants fees incurred in connection with any related tax contest, but only to the extent Cantor is permitted to control such contest). Any such reimbursement or indemnification payment shall be satisfied first from the escrow account (to the extent funded in respect of such payments under the tax receivable agreement). See Related Agreements Tax Receivable Agreement.

*The separation and the merger might be challenged by creditors as a fraudulent transfer or conveyance, and equity holders and creditors of the entity held liable could be adversely affected should a court agree with such a challenge.*

Although we do not believe that the separation or the merger will result in a fraudulent conveyance or transfer, if a court in a suit by an unpaid creditor or representative of creditors of Cantor or another entity transferring consideration to BGC Partners or the Combined Company, such as a trustee in bankruptcy, or Cantor or such other entity itself, as debtor-in-possession in a reorganization case under Title 11 of the U.S. Code, were to find that:

the separation or the merger, as the case may be (or any component transaction thereof), was undertaken for the purpose of hindering, delaying or defrauding creditors of Cantor or another entity transferring consideration to BGC Partners as part of the separation or the Combined Company as part of the merger, as the case may be; or

Cantor or another entity transferring consideration to BGC Partners as part of the separation or the Combined Company as part of the merger received less than reasonably equivalent value or fair consideration in connection with the separation or the merger, as the case may be, and (1) any of Cantor or such other entity (as applicable) were insolvent immediately before, or were rendered insolvent by, the separation or the merger, as the case may be, (2) Cantor or such other entity (as applicable) immediately prior to, or as of the effective time of, the completion of the separation or the merger, as the case may be, and after giving effect thereto, intended or believed that it would be unable to pay its debts as they became due or (3) the capital of any of Cantor or such other entity (as applicable) immediately before, or at the effective time of, the completion of the separation or the merger, as the case may be, and after giving effect thereto, was inadequate to conduct its business;

then that court could determine that the separation or the merger, as the case may be (or any component transaction thereof), violated applicable provisions of the U.S. Bankruptcy Code or applicable non-bankruptcy fraudulent transfer or conveyance laws. This determination would permit unpaid creditors, the bankruptcy trustee or debtor-in-possession to rescind the separation or the merger, as the case may be (or component transaction thereof), to recover the consideration transferred or an amount equal to the value thereof from BGC Partners or the Combined Company, or to subordinate or render unenforceable the debt incurred in furtherance thereof, or to require BGC Partners or the Combined Company or the holder of such debt to fund liabilities for the benefit of creditors. Equity holders and creditors of BGC Partners or the Combined Company held liable as a result of such a determination would be adversely affected to the extent each is required to surrender value to satisfy its liability.

The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied. Generally, however, an entity would be considered insolvent if:

the sum of its liabilities, including contingent liabilities, is greater than its assets, at a fair valuation;

the present fair saleable value of its assets is less than the amount required to pay the probable liability on its total existing debts and liabilities, including contingent liabilities, as they become absolute and matured; or

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it is generally not paying its debts as they become due.

Similar provisions would also apply in any other jurisdiction in which the separation and/or merger takes effect.

***If the Combined Company were deemed an investment company under the Investment Company Act of 1940, as amended, as a result of its ownership of BGC U.S., BGC Global or BGC Holdings, applicable restrictions could make it impractical for the Combined Company to continue its business as contemplated and could materially adversely affect its business, financial condition and results of operation.***

If Cantor ceases to hold a majority of the Combined Company's voting power, Cantor's interest in the Combined Company could be deemed an investment security under the Investment Company Act of 1940, as amended, which we refer to as the Investment Company Act. If the Combined Company were to cease participation in the management of BGC Holdings (or BGC Holdings, in turn, were to cease participation in the management of BGC U.S. or BGC Global) or not be deemed to have a majority of the voting power of BGC Holdings (or BGC Holdings, in turn, were to not be deemed to have a majority of the voting power of BGC U.S. or BGC Global), the Combined Company's interest in BGC Holdings or BGC U.S. or BGC Global could be deemed an investment security for purposes of the Investment Company Act. If BGC Holdings ceased to participate in the management of BGC U.S. or BGC Global or not be deemed to have a majority of the voting power of BGC U.S. or BGC Global, its interest in BGC U.S. or BGC Global could be deemed an investment security for purposes of the Investment Company Act. Generally, an entity is an investment company if it owns investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items), absent an applicable exemption. The Combined Company will be a holding company and will hold BGC U.S. limited partnership interests, BGC Global limited partnership interests, the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings. A determination that the Combined Company holds more than 40% of its assets in investment securities could result in the Combined Company being an investment company under the Investment Company Act and becoming subject to registration and other requirements of the Investment Company Act.

The Investment Company Act and the rules thereunder contain detailed prescriptions for the organization and operations of investment companies. Among other things, the Investment Company Act and the rules thereunder limit or prohibit transactions with affiliates, limit the issuance of debt and equity securities, prohibit the issuance of stock options and impose certain governance requirements. If anything were to happen that would cause the Combined Company, BGC Holdings or Cantor to be deemed to be an investment company under the Investment Company Act, the Investment Company Act would limit its capital structure, ability to transact business with affiliates (including Cantor, BGC Holdings or the Combined Company, as the case may be) and ability to compensate key employees. Therefore, if Cantor, BGC Holdings or the Combined Company became subject to the Investment Company Act, it could make it impractical to continue the business of the Combined Company as contemplated by the merger, impair the agreements and arrangements, including the merger agreement, the separation agreement and related agreements and the transactions contemplated by those agreements, between and among eSpeed, BGC Partners, BGC Holdings, BGC U.S., BGC Global and Cantor or any combination thereof and materially adversely affect the Combined Company's business, financial condition and results of operations.

**Risks Related to the Combined Company's Business**

***Because competition for the services of brokers is intense, the Combined Company may not be able to attract and retain highly skilled brokers, which could adversely impact its revenues and as a result could materially adversely affect its business, financial condition and results of operations.***

The Combined Company's ability to provide high-quality brokerage services and maintain long term relationships with its customers will depend, in large part, upon its brokers. As a result, the Combined Company

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must attract and retain highly qualified brokerage personnel. In recent years, BGC Partners has significantly grown the number of brokers in its business through new hires and acquisitions of existing businesses, and the Combined Company is expected to continue to do so in the future. Competition for the services of brokers is intense, especially for brokers with extensive experience in the specialized markets in which the BGC businesses participate or the Combined Company may seek to enter. If the Combined Company is unable to hire or retain highly qualified brokers, including retaining those at businesses acquired in the future, the Combined Company may not be able to enter new brokerage markets or develop new products. If the Combined Company loses one or more of its brokers in a particular market in which it participates, the Combined Company's revenues may decrease and the Combined Company may lose market share in that particular market.

In addition, recruitment and retention of qualified brokers could result in substantial additional costs. The businesses constituting the Combined Company have been a party to, or otherwise involved in, several litigations and arbitrations involving competitor claims in connection with new employee hires. The Combined Company may also pursue its rights through litigation when competitors hire its employees who are under contract with the Combined Company. The businesses constituting the Combined Company are currently involved in litigations and arbitrations with their competitors relating to new employee hires and departures. We believe such proceedings are common in the Combined Company's industry due to its highly competitive nature. An adverse settlement or judgment related to these or similar types of claims could have a material adverse effect on the Combined Company's financial condition. Regardless of the outcome of these claims, the Combined Company will generally incur significant expenses and require substantial management time to deal with these claims. See Information About BGC Partners Business Legal Proceedings and Item 3. Legal Proceedings in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference.

If the Combined Company fails to attract new personnel, or fails to retain and motivate its current personnel, or if the Combined Company incurs increased costs associated with attracting and retaining personnel (such as litigation, arbitration, sign-on or guaranteed bonuses or forgivable loans), the Combined Company's revenues could be adversely impacted and, as a result, its business, financial condition and results of operations could be materially adversely affected.

***The Combined Company will face strong competition from brokerage and financial services firms, many of which have greater market presence, marketing capabilities and technological and personnel resources than will the Combined Company, which could lead to pricing pressures which could adversely impact the Combined Company's revenues and as a result could materially adversely affect the Combined Company's business, financial condition and results of operations.***

The brokerage and financial services industries are intensely competitive, and are expected to remain so. The Combined Company will compete directly with numerous other brokerage firms. The Combined Company will also compete with companies that provide alternative products, such as contracts traded on futures exchanges, and trading processes, such as the direct dealer-to-dealer market for government securities and stock exchange markets for corporate equities and other securities. BGC Partners and eSpeed increasingly compete with exchanges for the execution of trades in certain products, mainly in derivatives such as futures, options and options on futures. Some of the Combined Company's competitors have greater market presence, marketing capabilities and financial, technological and personnel resources than it will and, as a result, its competitors may be able to:

develop and expand their network infrastructures and service offerings more efficiently or more quickly than the Combined Company can;

adapt more swiftly to new or emerging technologies and changes in customer requirements;

take advantage of acquisitions and other opportunities more effectively than the Combined Company can;

hire brokers and other key employees of the Combined Company;

devote greater resources to the marketing and sale of their products and services;



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more effectively leverage existing relationships with customers and strategic partners or exploit more recognized brand names to market and sell their services;

provide a lower cost structure and lower commissions;

provide access to trading in products or a range of products that at any particular time the Combined Company does not offer; and

develop services similar to the Combined Company's new services that are preferred by the Combined Company's customers.

In addition, new competitors may emerge and entire product lines may be threatened by new technologies or market trends that reduce the value of these existing product lines. If the Combined Company is not able to compete successfully in the future, its revenues could be adversely impacted and as a result its business, financial condition and results of operations could be materially adversely affected.

Competition for brokerage transactions also has resulted in substantial commission discounting by brokers that will compete with the Combined Company for its brokerage business. Further discounting could adversely impact the Combined Company's revenues and as a result could materially adversely affect the Combined Company's business, financial condition and results of operations. The market for hiring brokers of various securities and financial products is also highly competitive and, from time to time, may result in litigation and/or arbitration. See

Information About BGC Partners' Business Legal Proceedings and Item 3. Legal Proceedings in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference.

The Combined Company's operations also will include the sale of pricing and transactional information produced by its brokerage operations to securities information processors and/or vendors. There is a high degree of competition in pricing and transaction reporting products and services, and such businesses may become more competitive in the future. Competitors and customers of the Combined Company's brokerage businesses have together and individually offered market information services in competition with those offered and expected to be offered by the Combined Company.

***Consolidation in the brokerage, exchange and financial services industries could materially adversely affect the Combined Company's business, financial condition and results of operations because the Combined Company may not be able to compete successfully.***

In recent years, there has been substantial consolidation and convergence among companies in the brokerage, exchange and financial services industries, resulting in increased competition. Continued consolidation in the financial services industry and especially among the Combined Company's customers could lead to the exertion of additional pricing pressure by the Combined Company's primary customers, impacting the commissions it generates from its brokerage services. Further, the recent consolidation among exchange firms, and expansion by these firms into derivative and other non-equity trading markets, will increase competition for customer trades and place additional pricing pressure on commissions and spreads. These developments have increased competition from firms with potentially greater access to capital resources than the Combined Company. Finally, consolidation among the Combined Company's competitors other than exchange firms could result in increased resources and product or service offerings for the Combined Company's competitors. If the Combined Company is not able to compete successfully in the future, its business, financial condition and results of operations could be materially adversely affected.

***The Combined Company may pursue strategic alliances, acquisitions or joint ventures or hire brokers for new or existing brokerage desks, which could present unforeseen integration obstacles or costs and could dilute the common stock owned by the Combined Company's stockholders.***

BGC Partners and eSpeed have explored and it is expected that the Combined Company will continue to explore a wide range of strategic alliances with other brokers and with other companies that have interests in

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businesses in which there are brokerage or other strategic opportunities. The Combined Company also may seek to hire brokers for new or existing brokerage desks. These acquisitions or new hires may be necessary in order for the Combined Company to enter into or develop new product areas.

Strategic alliances, acquisitions, joint ventures and new hires involve a number of risks and present financial, managerial and operational challenges, including:

potential disruption of the Combined Company's ongoing business and product development and distraction of management;

difficulty retaining and integrating personnel and integrating financial and other systems;

the necessity of hiring additional management and other critical personnel and integrating them into current operations;

litigation and/or arbitration associated with hiring brokerage personnel;

increasing the scope, geographic diversity and complexity of the Combined Company's operations;

potential dependence upon, and exposure to liability, losses or reputational damage relating to systems, controls and personnel that are not under the Combined Company's control;

potential unfavorable reaction to the Combined Company's strategic alliance, acquisition or joint venture strategy by its customers;

to the extent that the Combined Company pursues business opportunities outside the United States, exposure to political, economic, legal, regulatory, operational and other risks that are inherent in operating in a foreign country, including risks of possible nationalization, expropriation, price controls, capital controls, exchange controls and other restrictive governmental actions, as well as the outbreak of hostilities;

the up-front costs associated with recruiting brokerage personnel, including those costs associated with establishing a new brokerage desk;

conflicts or disagreements between any strategic alliance or joint venture partners and the Combined Company; and

exposure to additional liabilities of any acquired business, strategic alliance or joint venture.

As a result of these risks and challenges, the Combined Company may not realize any anticipated benefits from strategic alliances, acquisitions or joint ventures, and such strategic alliances, acquisitions or joint ventures may in fact materially adversely affect the Combined Company's business, financial condition and results of operations. In addition, future strategic alliances, acquisitions or joint ventures or the hiring of new brokerage personnel may involve the issuance of additional shares of Combined Company common stock, which may dilute your ownership of the Combined Company or may involve litigation (see Information About BGC Partners' Business Legal Proceedings).

***If the Combined Company is unable to identify and exploit new market opportunities, its revenues may decline and as a result its business, financial condition and results of operations could be materially adversely affected.***



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As more participants enter markets, the resulting competition often leads to lower commissions. This may result in a decrease in revenues in a particular market even if the volume of trades the Combined Company handles in that market increases. As a result, the Combined Company's strategy will be to broker more trades and

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increase market share in existing markets and to seek out new markets in which it believes it can charge higher commissions. Pursuing this strategy may require significant management attention and broker expense. The Combined Company may not be able to attract new customers or successfully enter new markets. If the Combined Company is unable to identify and exploit new market opportunities on a timely and cost-effective basis, its revenues may decline and as a result its business, financial condition and results of operations could be materially adversely affected.

***The Combined Company's ability to retain its key employees and the ability of certain key employees to devote adequate time to the Combined Company are critical to the success of the Combined Company's business, and failure to do so may adversely affect the Combined Company's revenues and as a result could materially adversely affect its business, financial condition and results of operations.***

The Combined Company's people will be its most important resource. The Combined Company must retain the services of its key employees and strategically recruit and hire new talented employees to obtain customer transactions that generate substantially all of the Combined Company's revenues.

Howard W. Lutnick, who will serve as the Combined Company's Co-Chief Executive Officer and Chairman, is also the Chairman of the Board and Chief Executive Officer of Cantor and President and the controlling stockholder of CF Group Management, Inc., Cantor's managing general partner, which we refer to as CFGM. Stephen M. Merkel, who will serve as the Combined Company's Executive Vice President, General Counsel and Secretary, is employed as Executive Managing Director, General Counsel and Secretary of Cantor. Messrs. Lutnick and Merkel hold Cantor partnership interests and will not have these interests redeemed as part of the separation. In addition, Lee M. Amaitis, who will serve as the Combined Company's Co-Chief Executive Officer and a member of its board of directors, and who is currently Chairman and Chief Executive Officer of BGCI and BGC Partners, is currently employed as President and Chief Executive Officer of Cantor Index Limited and holds positions at various gaming affiliates of Cantor. It is expected that Messrs. Lutnick, Merkel and Amaitis will continue to hold such offices following the merger. In addition, Messrs. Lutnick and Merkel also hold and/or will hold offices at various other affiliates of Cantor. See Risks Related to the Combined Company's Relationship with Cantor and Its Affiliates. The Combined Company will have potential conflicts of interest with Cantor, and Cantor could act in a way that favors its interests to the Combined Company's detriment. As a result, these key employees will dedicate only a portion of their professional efforts to the Combined Company's business and operations. These key employees may not be able to dedicate adequate time to the Combined Company's business and operations and the Combined Company could experience an adverse effect on its operations due to the demands placed on its management team by their other professional obligations.

The BGC Holdings limited partnership agreement, which will include non-competition and other arrangements applicable to those key employees of the Combined Company who will be limited partners of BGC Holdings, may not prevent the Combined Company's key employees, including Messrs. Lutnick and Merkel, who will not be limited partners of BGC Holdings, from resigning or competing against the Combined Company. See Management Before and After the Merger Employment Agreements and Certain Relationships and Related Transactions Before and After the Merger. In addition, the success of the businesses that will comprise the Combined Company has largely been dependent on the efforts of Messrs. Lutnick, Amaitis and Shaun D. Lynn and other executive officers. Should Mr. Lutnick leave or otherwise become unavailable to render services to the Combined Company, control of the Combined Company would likely pass to Cantor, and indirectly pass to the then controlling stockholder of CFGM, Cantor's managing general partner, or to such other managing general partner as CFGM shall appoint. Although we expect that the Combined Company's named executive officers will enter into non-competition agreements with respect to the Combined Company's business, the scope of such agreements will generally not prohibit such named executive officers from offering services to Cantor or its affiliates. However, we expect that Messrs. West and Lynn will work exclusively for the Combined Company and that, in addition to his responsibilities at BGC Partners, Mr. Amaitis will provide services solely to Cantor's gaming affiliates. If any of the Combined Company's key employees, including Messrs. Lutnick, Amaitis and

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Lynn, were to join an existing competitor, form a competing company, offer services to Cantor that compete with the Combined Company's services or otherwise leave the Combined Company, some of the Combined Company's customers could choose to use the services of that competitor or another competitor instead of the Combined Company's services, which could adversely affect the Combined Company's revenues and as a result could materially adversely affect its business, financial condition and results of operations.

*Difficult market conditions, economic conditions and geopolitical uncertainties could adversely affect the Combined Company's business in many ways by negatively impacting its revenues in the financial markets in which it offers services, which could have a material adverse effect on its business, financial condition and results of operations.*

Difficult market conditions, economic conditions and geopolitical uncertainties have in the past adversely affected and may in the future adversely affect the businesses that will comprise the Combined Company's business and profitability. The businesses that will comprise the Combined Company and the brokerage and financial services industry in general are directly affected by national and international economic and political conditions, broad trends in business and finance, the level and volatility of interest rates, changes in and uncertainty regarding tax laws and substantial fluctuations in the volume and price levels of securities transactions. On a pro forma combined basis, in the year ended December 31, 2006 and the six months ended June 30, 2007, over 85% and 89%, respectively, of the Combined Company's revenues were generated by brokerage operations. As a result, the Combined Company's revenues and profitability are likely to decline significantly during periods of low trading volume in the financial markets in which it will offer its services. The financial markets and the global financial services business are, by their nature, risky and volatile and are directly affected by many national and international factors that will be beyond the Combined Company's control. Any one of these factors may cause a substantial decline in the U.S. and global financial services markets, resulting in reduced trading volume. These events could have a material adverse effect on the Combined Company's results and profitability. These factors include:

economic and political conditions in the United States, Europe and elsewhere in the world;

concerns about terrorism, war and other armed hostilities;

concerns over inflation and wavering institutional and consumer confidence levels;

the availability of cash for investment by the Combined Company's dealer customers and their customers;

the level and volatility of interest rates and foreign currency exchange rates;

the level and volatility of trading in certain equity and commodity markets;

the level and volatility of the difference between the yields on corporate securities being traded and those on related benchmark securities, which we refer to as credit spreads; and

currency values.

Low trading volume or declining prices generally result in reduced revenues. Under these conditions, profitability is adversely affected since many costs, including certain aspects of commissions, compensation and bonuses, are fixed. In addition, although less common, some of the Combined Company's brokerage revenues will be determined on the basis of the value of transactions or on credit spreads. For these reasons, decreases in trading volume or declining prices or credit spreads could have a material adverse effect on the Combined Company's business, financial condition and results of operations.

***Employee misconduct or error could harm the Combined Company by impairing its ability to attract and retain customers and subjecting the Combined Company to significant legal liability and reputational harm; moreover, this type of misconduct is difficult to detect and deter and error is difficult to prevent.***

Employee misconduct or error could subject the Combined Company to financial losses and regulatory sanctions and could seriously harm its reputation and negatively affect its business. It is not always possible to

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deter employee misconduct, and the precautions taken to prevent and detect employee misconduct may not always be effective. Misconduct by employees could include engaging in improper or unauthorized transactions or activities, failing to properly supervise other employees or improperly using confidential information. Employee errors, including mistakes in executing, recording or processing transactions for customers, could cause the Combined Company to enter into transactions that customers may disavow and refuse to settle, which could expose the Combined Company to the risk of material losses even if the errors are detected and the transactions are unwound or reversed. If the Combined Company's customers are not able to settle their transactions on a timely basis, the time in which employee errors are detected may be increased and its risk of material loss could be increased. The risk of employee error or miscommunication may be greater for products that are new or have non-standardized terms. It is not always possible to deter employee misconduct or error, and the precautions the Combined Company takes to detect and prevent this activity may not be effective in all cases.

***The industry in which the Combined Company will operate is subject to significant regulation. This will often impose regulatory capital requirements on the Combined Company's regulated entities, and a significant operating loss or any extraordinary charge against capital could adversely affect the Combined Company's ability to expand or, depending upon the magnitude of the loss or charge, even to maintain the current level of its business.***

Many aspects of the Combined Company's business, like those of other brokerage firms, are subject to significant capital requirements. In the United States, the SEC, FINRA and various other regulatory bodies (including the Commodity Futures Trading Commission, which we refer to as the CFTC, and the National Futures Association, which we refer to as the NFA) have stringent provisions with respect to capital applicable to the operation of brokerage firms, which vary depending upon the nature and extent of the broker-dealer's activities. BGC Partners currently operates, and the Combined Company will operate, three U.S.-registered broker-dealers: BGC Securities, a New York general partnership, which we refer to as BGC Securities, BGC Financial and eSpeed Government Securities, Inc., a Delaware corporation, which we refer to as eSpeed Government. In addition, eSpeed holds a 49% limited partnership interest in Aqua Securities, L.P., a Delaware limited partnership, which we refer to as Aqua, a U.S. registered broker-dealer. These broker-dealers are each subject to SEC and FINRA net capital requirements. See Information About BGC Partners Business Regulation Capital Requirements U.S. for a further discussion of domestic capital requirements.

The Combined Company's international operations will also be subject to capital requirements, which we refer to as non-U.S. net capital requirements. BGC Partners and certain of its subsidiaries that are incorporated in the United Kingdom are subject to capital requirements established by the FSA. The FSA also applies stringent provisions with respect to capital applicable to the operation of these brokerage firms, which vary depending upon the nature and extent of their activities. In addition, the majority of the Combined Company's other foreign subsidiaries will be subject to similar regulation by the relevant authorities in the countries in which they do business. These regulations often include minimum capital requirements. See Information About BGC Partners Business Regulation Other Regulation for a listing of the other regulating entities to which the BGC businesses are subject in other foreign jurisdictions and see Information About BGC Partners Business Regulation Capital Requirements Non-U.S. for a further discussion of international capital requirements.

While the Combined Company is expected to continue to maintain levels of capital in excess of regulatory minimums, there can be no assurance that this will be the case in the future. If the Combined Company fails to maintain the required capital, the Combined Company will be required to suspend its broker-dealer operations during the period that it is not in compliance with capital requirements, and may be subject to suspension or revocation of registration by the SEC and FINRA or withdrawal of authorization or other disciplinary action from domestic and international regulators, which would have a material adverse effect on the Combined Company's business. In addition, if the Combined Company fails to maintain the capital required by clearing organizations of which it is a member, its ability to clear through those clearing organizations may be impaired, which may adversely affect its ability to process trades. If the capital rules are changed or expanded, or if there is an unusually large charge against capital, operations that require the intensive use of capital would be limited.

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The Combined Company's ability to withdraw capital from its regulated subsidiaries is subject to restrictions, which, in turn, could limit its ability to pay dividends, repay debt and redeem or purchase shares of its common stock. In addition, the Combined Company may become subject to capital requirements in other foreign jurisdictions in which BGC Partners or eSpeed currently operates or in which the Combined Company may enter. We cannot predict the Combined Company's future capital needs or its ability to obtain additional financing. For a further discussion of the Combined Company's capital requirements, see Information About BGC Partners' Business Regulation.

***BGC Partners has incurred substantial losses in recent periods and the Combined Company may incur losses in the future.***

BGC Partners has incurred substantial losses in several recent periods as it has sought to expand its operations quickly. BGC Partners recorded net losses of \$96.1 million and \$123.4 million for the year ended December 31, 2005 and the year ended December 31, 2006, respectively. BGC Partners also recorded net losses in certain quarters within other fiscal years.

While eSpeed was profitable in 2006, as the Combined Company continues to develop its systems and infrastructure and expand its brand recognition and customer base through increased hiring of sales and other personnel, the Combined Company may incur losses in the future. If the Combined Company's revenues do not increase sufficiently, or even if the Combined Company's revenues increase but it is unable to manage its expenses, it may not achieve and maintain profitability in future periods.

***Due to the current customer concentration of the businesses that will comprise the Combined Company, a loss of two, three or more of the Combined Company's significant customers could harm the Combined Company's business, financial condition and results of operations.***

For the year ended December 31, 2006, on a pro forma combined basis, the Combined Company's top 10 customers, collectively, accounted for approximately 40% of the Combined Company's revenues. If the Combined Company were to lose two, three or more of these significant customers for any reason and not be compensated for such loss by doing additional business with other customers or by adding new customers, the Combined Company's revenues would decline significantly and the Combined Company's business, financial condition and results of operations would suffer.

***The Combined Company's brokerage activities will be subject to credit and performance risks, which could result in the Combined Company incurring significant losses and as a result could materially adversely affect its business, financial condition and results of operations.***

The Combined Company's brokerage activities will be subject to credit and performance risks. For example, the Combined Company's customers may not deliver securities to one of the Combined Company's operating subsidiaries which has sold those securities to another customer. If the securities due to be delivered have increased in value, there is a risk that the Combined Company may have to expend its own funds in connection with the purchase of other securities to consummate the transaction. While the Combined Company will take steps to ensure that its customers and counterparties have high credit standings and that financing transactions are adequately collateralized, the large dollar amounts that may be involved in its brokerage and financing transactions could subject it to significant losses if, as a result of customer or counterparty failures to meet commitments, it was to incur significant losses in liquidating or covering its positions in the open market.

BGC Partners and eSpeed have adopted policies and procedures to identify, monitor and manage credit risk, in both agency and principal transactions, through reporting and control procedures and by monitoring credit standards applicable to their customers or counterparties. These policies and procedures, however, may not be fully effective. Some of these risk management methods depend upon the evaluation of information regarding

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markets, customers or other matters that are publicly available or otherwise accessible by BGC Partners, eSpeed or, after the merger, the Combined Company. That information may not, in all cases, be accurate, complete, up-to-date or properly evaluated. If BGC Partners and eSpeed and, after the merger, the Combined Company's policies and procedures are not fully effective or the Combined Company is not always successful in monitoring or evaluating the risks to which it is, or may be, exposed, the Combined Company's financial condition and results of operations could be materially adversely affected. In addition, the Combined Company's insurance policies will not provide coverage for these risks.

In agency transactions, the Combined Company will charge a commission for connecting buyers and sellers and assisting in the negotiation of the price and other material terms of the transaction. After all material terms of a transaction are agreed upon, the Combined Company will identify the buyer and seller to each other and leave them to settle the trade directly. The Combined Company will be exposed to credit risk for commissions, as it bills to customers for its agency brokerage services. The Combined Company's customers may default on their obligations to the Combined Company due to disputes, bankruptcy, lack of liquidity, operational failure or other reasons. Any losses arising from such defaults could materially adversely affect the Combined Company's business, financial condition and results of operations.

***The securities settlement process and the execution of matched principal transactions will expose the Combined Company to risks related to a counterparty failing to fulfill its obligations that may impact the Combined Company's liquidity and profitability and as a result could materially adversely affect its business, financial condition and results of operations.***

The Combined Company will often provide brokerage services to its customers in the form of matched principal transactions, in which it will act as a middleman by serving as counterparty for identified buyers and sellers in matching, in whole or in part, reciprocal back-to-back trades. These principal transactions are then settled through clearing institutions with which the Combined Company will have a contractual relationship.

In executing matched principal transactions, the Combined Company is exposed to the risk that one of the counterparties to a transaction may fail to fulfill its obligations, either because it is not matched immediately or, even if matched, one party fails to deliver the cash or securities it is obligated to deliver. The exposure the Combined Company will have to less liquid markets exacerbates this risk because transactions in these markets tend to be more likely not to settle on a timely basis than transactions in liquid markets. Adverse movements in the prices of securities that are the subject of these transactions can increase the risk. In addition, widespread technological failure, natural disasters (e.g., tsunami and earthquakes) or communication failures, such as those which occurred as a result of the terrorist attacks on September 11, 2001 and the blackout in the eastern portion of the United States in August 2003, as well as actual or perceived credit difficulties or the insolvency of one or more large or visible market participants, could cause market-wide credit difficulties or other market disruptions. These failures, difficulties or disruptions could result in a large number of market participants not settling transactions or otherwise not fulfilling their obligations.

The Combined Company will be subject to financing risk in these circumstances because if a transaction does not settle on a timely basis, the resulting unmatched position may need to be financed, either directly by the Combined Company or through one of the clearing organizations, at the Combined Company's expense. These charges may be recoverable from the failing counterparty, but sometimes they are not. In addition, in instances where the unmatched position or failure to deliver is prolonged or widespread due to rapid or widespread declines in liquidity for an instrument, there may also be regulatory capital charges required to be taken by the Combined Company, which, depending on their size and duration, could limit the Combined Company's business flexibility or even force the curtailment of those portions of the Combined Company's business requiring higher levels of capital. Credit or settlement losses of this nature may impact the Combined Company's liquidity and profitability and as a result could adversely affect the Combined Company's business, financial condition and results of operations.

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***The Combined Company will have market risk exposure from unmatched principal transactions entered into by some of its brokerage desks, which could result in losses and have a disproportionate effect on its revenues, financial condition and results of operations for any particular reporting period.***

Occasionally the Combined Company's brokerage desks will enter into unmatched principal transactions in the ordinary course of business due to errors or to facilitate transactions, add liquidity, improve customer satisfaction, increase revenue opportunities, attract additional order flow and, in a limited number of instances and subject to risk management limits, for the purpose of proprietary trading. As a result, the Combined Company will have market risk exposure on these unmatched principal transactions. The Combined Company's exposure will vary based on the size of the overall positions, the terms and liquidity of the instruments brokered and the amount of time the positions are held before the Combined Company disposes of the position.

From a risk management perspective, the Combined Company will monitor risk on an end-of-day basis and desk managers will generally monitor such exposure on a continuous basis. Any unmatched positions are intended to be disposed of in the short term. Due to a number of factors, including the nature of the position and access to the market on which it trades, the Combined Company may not be able to match the position or effectively hedge its exposure and often may be forced to hold a position overnight that has not been hedged. To the extent these unmatched positions are not disposed of intra-day, the Combined Company will mark these positions to market. Adverse movements in the securities underlying these positions or a downturn or disruption in the markets for these positions could result in a loss. In addition, any principal gains and losses resulting from these positions could on occasion have a disproportionate effect, positive or negative, on the Combined Company's revenues, financial condition and results of operations for any particular reporting period.

***The Combined Company will be generally subject to risks inherent in doing business in the international markets, particularly in the regulated brokerage industry, and any failure to develop effective compliance and reporting systems could result in regulatory penalties in the applicable jurisdiction and the Combined Company's business could be adversely affected.***

The businesses that will comprise the Combined Company currently provide services and products to customers in North America, Europe and the Asia-Pacific region through offices in New York, Chicago, London, Toronto, Hong Kong, Paris, Nyon, Tokyo, Beijing (representative office), Singapore, Mexico City, Copenhagen, Sydney, Istanbul and Seoul and the Combined Company may seek to further expand its operations. On a pro forma combined basis, revenues from foreign countries were \$359.1 million, or 65.8% of total revenues, and \$531.5 million, or 62.3% of total revenues, for the six months ended June 30, 2007 and the year ended December 31, 2006, respectively. There are certain additional political, economic, legal, regulatory, operational and other risks inherent in doing business in international markets, particularly in the regulated brokerage industry. These risks include:

less developed automation in exchanges, depositories and national clearing systems;

additional or unexpected changes in regulatory requirements, capital requirements, tariffs and other trade barriers;

the impact of the laws and regulations of foreign governmental and regulatory authorities of each country in which the Combined Company conducts business;

possible nationalization, expropriation and regulatory, political and price controls;

difficulties in staffing and managing international operations;

capital controls, exchange controls and other restrictive governmental actions;



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any failure to develop effective compliance and reporting systems, which could result in regulatory penalties in the applicable jurisdiction;

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fluctuations in currency exchange rates;

reduced protections for intellectual property rights;

adverse labor laws;

outbreak of hostilities; and

potentially adverse tax consequences arising from compliance with foreign laws and regulations to which the Combined Company's international subsidiaries are subject.

In many countries, the laws and regulations applicable to the securities and financial services industries are uncertain and evolving, and it may be difficult for the Combined Company to determine the exact requirements of local laws in every market. The Combined Company's inability to remain in compliance with local laws and regulations in a particular foreign market could have a significant and negative effect not only on its businesses in that market but also on its reputation generally. If the Combined Company is unable to manage any of these risks effectively, its business could be adversely affected.

***If the value of the dollar against the other currencies in which the Combined Company pays expenses continues to decline or if the value of the dollar against the other currencies in which the Combined Company earns revenues improves dramatically, the Combined Company's financial results could suffer.***

Because the Combined Company's business will be global, dramatic exchange rate fluctuations will be able to impact its results. Significant movements in the U.S. dollar against other currencies, including the Euro and the British pound, in which the Combined Company will pay expenses or earn profits, may have an adverse effect on its financial results. Potential movements in the U.S. dollar against other currencies in which the Combined Company will earn revenues could also adversely affect its financial results.

***The Combined Company is expected to be leveraged, which could adversely affect its ability to raise additional capital to fund its operations, limit its ability to react to changes in the economy or its industry, expose it to interest rate risk and prevent it from meeting its obligations under its indebtedness.***

The Combined Company is expected to be leveraged and have approximately \$150 million of indebtedness, which is expected to be with third-party institutions and contain covenants that limit the Combined Company's ability to take selected actions or set financial tests for its business. These covenants could limit the Combined Company's ability to take advantage of certain business opportunities that may arise. In addition, if the Combined Company is unable to maintain compliance with these covenants, the holders of such indebtedness could declare a default, thereby causing the debt to become immediately due and payable at a premium. If a default were to occur and the Combined Company were unable to meet its obligations, it would be forced to restructure or refinance its indebtedness, sell additional equity or sell assets.

The Combined Company's indebtedness could have important consequences for its stockholders, including:

it may limit, along with the financial and other restrictive covenants in the Combined Company's indebtedness, among other things, its ability to borrow money, dispose of assets or sell equity for its working capital, capital expenditures, dividend payments, debt service requirements, strategic initiatives or other purposes;

it may limit the Combined Company's flexibility in planning for, or reacting to, changes in its operations or business;

the Combined Company may be more highly leveraged than some of its competitors, which may place it at a competitive disadvantage;

it may make the Combined Company more vulnerable to downturns in its business or the economy; and

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there would be a material adverse effect on the Combined Company's business, financial condition and results of operations if it were unable to service its indebtedness or obtain additional financing, as needed.

***The Combined Company may not be able to obtain additional financing, if needed, on terms that are acceptable to it, which could prevent it from developing or enhancing its business, taking advantage of future opportunities or responding to competitive pressure or unanticipated requirements.***

The Combined Company will be dependent upon the availability of adequate funding and sufficient regulatory and clearing capital. Clearing capital is the amount of cash, guarantees or similar collateral that the Combined Company must provide or deposit with its third-party clearing organizations in support of its obligations under contractual clearing arrangements with these organizations. Historically at BGC Partners, these needs have been satisfied from internally generated funds and capital contributions by limited partners of Cantor. Because each of BGC U.S. and BGC Global is expected to distribute, on a quarterly basis, all of its net income to its limited partners, the Combined Company may not have sufficient internally generated funds and may need to raise additional funds. If for any reason the Combined Company needs to raise additional funds, including in order to meet increased clearing capital requirements arising from growth in its brokerage business or otherwise, the Combined Company may not be able to obtain additional financing when needed. If the Combined Company cannot raise additional funds on acceptable terms, the Combined Company may not be able to develop or enhance its business, take advantage of future opportunities or respond to competitive pressure or unanticipated requirements.

***The Combined Company and the brokerage and financial services industry in general face substantial litigation and regulatory risks, and the Combined Company may face damage to its professional reputation and legal liability if its services are not regarded as satisfactory or for other reasons, all of which could adversely affect the Combined Company's revenues and as a result could have a materially adverse effect on its business, financial condition and results of operations.***

Many aspects of the Combined Company's business involve substantial risks of liability and, in the normal course of business, the businesses that will comprise the Combined Company have been a party to lawsuits, arbitrations, investigations and other actions involving primarily claims for damages. Regulatory inquiries and subpoenas or other requests for information or testimony in connection with litigation may cause the Combined Company to incur significant expenses, including fees for legal representation and fees associated with document production. The risks associated with such potential liabilities often may be difficult to assess or quantify and their existence and magnitude often remain unknown for substantial periods of time. The expansion of the Combined Company's business, including the expansion into new areas, imposes additional risks of liability. A settlement of, or judgment related to, any such claims or litigation, arbitration, investigation or other action could result in civil or criminal liability, fines, limitations on business activities and other sanctions and otherwise have a material adverse effect on the Combined Company's results of operations and financial condition. Any such action could also cause the Combined Company significant reputational harm, which, in turn, could seriously harm its business and prospects. In addition, regardless of the outcome of these lawsuits, arbitrations, investigations and other actions, the Combined Company may incur significant legal and other costs, including substantial management time, dealing with such matters, even if the Combined Company is not a party to the litigation or a target of the inquiry.

As a brokerage and financial services firm, the Combined Company will depend to a large extent on its relationships with its customers and its reputation for integrity and high-caliber professional services to attract and retain customers. As a result, if the Combined Company's customers are not satisfied with the Combined Company's services, such dissatisfaction may be more damaging to its business than to other types of businesses. Substantial legal liability or significant regulatory action against the Combined Company could adversely affect its revenues and, as a result, could have a material adverse effect on its business, financial condition and results of operations or cause significant reputational harm to the Combined Company, which could seriously harm its

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business and prospects. See Information About BGC Partners Business Legal Proceedings and Item 3. Legal Proceedings, in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference.

***Extensive regulation of the Combined Company's businesses will limit its activities and will result in ongoing exposure to the potential for significant penalties, including fines or limitations on the Combined Company's ability to conduct its businesses.***

Firms in the financial services industry, including the Combined Company's businesses, have experienced increased scrutiny in recent years and penalties and fines sought by regulatory authorities, including the SEC, FINRA, state securities commissions, state attorneys general and the FSA, have increased accordingly. This regulatory and enforcement environment has created uncertainty with respect to a number of transactions that historically had been entered into by financial services firms and that were generally believed to be permissible and appropriate.

The financial services industry, including the Combined Company business, is subject to extensive regulation. The Combined Company and its subsidiaries will be subject to regulation by governmental and self-regulatory organizations in the jurisdictions in which they operate around the world. Many of these regulators, including U.S. and non-U.S. government agencies and self-regulatory organizations, as well as state securities commissions in the United States, are empowered to conduct administrative proceedings that can result in censure, fine, the issuance of cease-and-desist orders or suspension or expulsion. From time to time, associated persons of the businesses that will comprise the Combined Company have been and are subject to periodic investigations which have and may result in disciplinary actions by the SEC, self-regulatory organizations and state securities administrators. Currently, the businesses that will comprise the Combined Company and certain other inter-dealer brokers are being investigated by the SEC with respect to trading practices. See Information About BGC Partners Business Legal Proceedings. In addition, self-regulatory organizations such as FINRA and the NFA, along with statutory bodies such as the SEC and the FSA, require strict compliance with their rules and regulations. The requirements imposed by regulators are designed to ensure the integrity of the financial markets and to protect customers and other third parties who will deal with the Combined Company and are not designed to protect the Combined Company's stockholders. These regulations will often serve to limit the Combined Company's activities, including through capital, customer protection and market conduct requirements.

Changes in legislation and in the rules and regulations promulgated by the SEC, the CFTC, the U.S. Department of Treasury, which we refer to as the Treasury, the FSA and other domestic and international regulators and self-regulatory organizations, as well as changes in the interpretation or enforcement of existing laws and rules, often directly affect the method of operation and profitability of broker-dealers and could result in restrictions in the way the Combined Company conducts its business. For example, the U.S. Congress, the Treasury, the Board of Governors of the Federal Reserve System and the SEC are continuing to review the nature and scope of their regulation and oversight of the government securities markets and U.S. markets. In Europe, the implementation of the Markets in Financial Instruments Directive in Europe, which we refer to as the MIFID, in November 2007 will involve wide-ranging changes to European financial services regulation. Future legislation and/or regulation, and uncertainties resulting from the possibility of legislation and/or regulation, could adversely impact the Combined Company's business. Failure to comply with any of these laws, rules or regulations could result in fines, limitations on business activity, suspension or expulsion from the industry, any of which could have a material adverse effect upon the Combined Company.

In addition, financial services firms are subject to numerous conflicts of interests or perceived conflicts, including for example principal trading and trading to make markets. The businesses that will comprise the Combined Company have adopted various policies, controls and procedures to address or limit actual or perceived conflicts and the Combined Company will regularly seek to review and update its policies, controls and procedures. However, these policies, controls and procedures may result in increased costs and additional operational personnel. Failure to adhere to these policies, controls and procedures may result in regulatory sanctions or customer litigation.

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***A portion of the Combined Company's revenues will be derived from its sale of market data to third parties, and a decline in customer purchases or adverse new legislation or regulation could have an adverse effect on the Combined Company's business.***

A portion of the Combined Company's revenues, 2% on a pro forma combined basis for the year ended December 31, 2006, was derived from the sale of market data to third parties. BGCantor Market Data (formerly Cantor Market Data) is the exclusive source of real-time proprietary pricing and other data derived through BGC Partners and eSpeed for U.S. and European securities and derivatives. If customers cease buying data or making payments, or if new legislation or regulation were enacted affecting the Combined Company's right to sell or distribute its market data, it could have an adverse effect on the Combined Company's business.

***The Combined Company's revenues and profitability could be limited or otherwise adversely affected by pricing plans relating to commissions and fees on its trading platform.***

The businesses that will comprise the Combined Company negotiate from time to time with certain customers (including many of these businesses' largest customers) to enter into customized volume discount pricing plans. While the pricing plans are designed to encourage customers to be more active on what will be the Combined Company's electronic trading platform, they will limit the amount of commissions payable to the Combined Company by certain of its most active customers for certain products, which could limit the Combined Company's revenues and constrain its profitability.

***Reduced spreads in securities pricing, levels of trading activity and trading through market makers and/or specialists could materially adversely affect the Combined Company's business, financial condition and results of operations.***

Computer-generated buy/sell programs and other technological advances and regulatory changes in the marketplace may continue to tighten securities spreads. In addition, new and enhanced alternative trading systems, such as electronic communications networks, have emerged as an alternative for individual and institutional investors, as well as broker-dealers. As such systems do not direct trades through market makers, their use could result in reduced revenues for the Combined Company. In addition, reduced trading levels could lead to lower revenues which could materially adversely affect the Combined Company's business, financial condition and results of operations.

***The Combined Company may not be able to protect its intellectual property rights or may be prevented from using intellectual property necessary for its business.***

The Combined Company's success will be dependent, in part, upon its intellectual property. BGC Partners and eSpeed have generally relied, and the Combined Company will generally rely, primarily on trade secret, contract, copyright, trademark and patent law to establish and protect their rights to their proprietary technologies, methods and products. It is possible that third parties may copy or otherwise obtain and use the Combined Company's proprietary technologies without authorization or otherwise infringe on its rights. We cannot assure you that any of the rights granted under any patent, copyright or trademark that the Combined Company may obtain will protect its competitive advantages. In addition, the laws of some foreign countries may not protect the Combined Company's proprietary rights to the same extent as the laws in the United States. The Combined Company may also face claims of infringement that could interfere with its ability to use technology that is material to its business operations and limitations or restrictions on the distribution of some of the market data generated by the Combined Company's brokerage desks. This may limit the comprehensiveness and quality of the data the Combined Company is able to distribute or sell.

In the future, the Combined Company may have to rely on litigation to enforce its intellectual property rights, protect its trade secrets, determine the validity and scope of the proprietary rights of others or defend against claims of infringement or invalidity. Any such claims or litigation, whether successful or unsuccessful,

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could result in substantial costs and the diversion of resources and the attention of management, any of which could negatively affect the Combined Company's business. Responding to these claims could also require the Combined Company to enter into royalty or licensing agreements with the third parties claiming infringement. Such royalty or licensing agreements, if available, may not be available on terms acceptable to the Combined Company.

Intellectual property rights of third parties may have an important bearing on the Combined Company's ability to offer certain of its products and services. Although BGC Partners and eSpeed have taken, and, after the merger, the Combined Company will take, steps to protect themselves, there can be no assurance that BGC Partners and eSpeed are or the Combined Company will be aware of all patents or copyrights containing claims that may pose a risk of infringement by the Combined Company products and services. eSpeed is currently defending a patent infringement claim, which could have a material adverse effect on the Combined Company's business.

In addition, in the past several years, there has been a proliferation of so-called "business method patents" applicable to the computer and financial services industries. There has also been a substantial increase in the number of such patent applications filed. Under current law, U.S. patent applications remain secret for 18 months and may, depending upon where else such applications are filed, remain secret until a patent is issued. In light of these factors, it is not economically practicable to determine in advance whether our products or services may infringe the present or future patent rights of others. Although BGC Partners and eSpeed have taken, and, after the merger, the Combined Company will take, steps to protect themselves, the Combined Company may not be able to protect its technology from disclosure or from other developing technologies that are similar or superior to its technology.

***If the Combined Company is unable to protect the intellectual property rights it owns, its ability to operate electronic marketplaces may be materially adversely affected.***

The Combined Company's business will be dependent on proprietary technology and other intellectual property rights. We cannot guarantee that the concepts which are the subject of the patents and patent applications that the Combined Company will own are patentable or that issued patents are or will be valid and enforceable or that such concepts will be marketable or profitable for the Combined Company's business. Where patents are granted in the United States, we can give no assurance that equivalent patents will be granted in Europe or elsewhere, as a result of differences in local laws affecting patentability and validity. Moreover, we cannot guarantee that the Combined Company's issued patents will be valid and enforceable, or that third parties competing or intending to compete with the Combined Company will not infringe any of these patents. Despite precautions BGC Partners, eSpeed or Cantor has taken or that the Combined Company may take to protect the intellectual property rights that will be owned by the Combined Company, it is possible that third parties may copy or otherwise obtain and use the Combined Company's proprietary technology without authorization. It is also possible that third parties may independently develop technologies similar to the Combined Company. It may be difficult for the Combined Company to monitor unauthorized use of its proprietary technology and intellectual property rights. We cannot assure you that the steps the Combined Company will take will prevent misappropriation of its technologies or intellectual property rights.

***If the Combined Company's software licenses from third parties are terminated or adversely changed or amended or if any of these third parties were to cease doing business, the Combined Company's ability to operate its business may be materially adversely affected.***

BGC Partners and eSpeed currently license and after the merger the Combined Company will license database and other software from third parties, much of which is integral to our systems and the Combined Company's business. The licenses are terminable if the Combined Company breaches its obligations under the license agreements. If any material relationships were terminated or adversely changed or amended or if any of

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these third parties were to cease doing business, the Combined Company may be forced to spend significant time and money to replace the licensed software, and the Combined Company's ability to operate its business may be materially adversely affected.

Although the Combined Company will take steps to locate replacements, there can be no assurance that the necessary replacements will be available on reasonable terms, if at all.

***The financial markets in which the Combined Company will operate are generally affected by seasonality which could have a material adverse effect on the Combined Company's financial performance in a given period.***

Traditionally, the financial markets around the world experience lower volume during the summer and at the end of the year due to a general slowdown in the business environment and, therefore, the Combined Company's transaction volume levels may decrease during those periods. The timing of holidays also affects transaction volume. These factors could have a material adverse effect on the Combined Company's financial performance in a given period.

***The Combined Company will operate in a rapidly evolving business environment. If the Combined Company is unable to adapt its business effectively to keep pace with these changes, the Combined Company's ability to succeed will be adversely affected, which could have a material adverse effect on its business, financial condition and results of operations.***

The pace of change in the industry in which the Combined Company will operate is extremely rapid. Operating in such a rapidly changing business environment involves a high degree of risk. The Combined Company's ability to succeed will depend on its ability to adapt effectively to these changing market conditions. If the Combined Company is unable to keep up with rapid technological changes, it may not be able to compete effectively.

To remain competitive, the Combined Company must continue to enhance and improve the responsiveness, functionality, accessibility and features of its proprietary software, network distribution systems and technologies. The Combined Company's business environment is characterized by rapid technological changes, changes in use and customer requirements and preferences, frequent product and service introductions embodying new technologies and the emergence of new industry standards and practices that could render its existing proprietary technology and systems obsolete. The Combined Company's success will depend, in part, on its ability to:

develop, license and defend intellectual property useful in its business;

enhance its existing services;

develop new services and technologies that address the increasingly sophisticated and varied needs of the Combined Company's existing and prospective customers;

respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis;

respond to the demand for new services, products and technologies on a cost-effective and timely basis; and

adapt to technological advancements and changing standards to address the increasingly sophisticated requirements and varied needs of its customers and prospective customers.

There can be no assurance that the Combined Company will be able to respond in a timely manner to changing market conditions or customer requirements. The development of proprietary electronic trading technology entails significant technical, financial and business risks. Further, the adoption of new Internet,





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networking or telecommunications technologies may require the Combined Company to devote substantial resources to modify, adapt and defend its technology. There can be no assurance that the Combined Company will successfully implement new technologies or adapt its proprietary technology and transaction-processing systems to customer requirements or emerging industry standards, or that the Combined Company will be able to successfully defend any challenges to any technology it develops. Any failure on the part of the Combined Company to anticipate or respond adequately to technological advancements, customer requirements or changing industry standards, or any significant delays in the development, introduction or availability of new services, products or enhancements, could have a material adverse effect on the Combined Company's business, financial condition and results of operations.

*The Combined Company's networks and those of its third-party service providers may be vulnerable to security risks, which could make the Combined Company's customers hesitant to use its electronic marketplaces.*

We expect the secure transmission of confidential information over public networks to be a critical element of the Combined Company's operations. The Combined Company's networks, those of its third-party service vendors, including Cantor and associated clearing corporations, and the Combined Company's customers may be vulnerable to unauthorized access, computer viruses and other security problems. Persons who circumvent security measures could wrongfully use the Combined Company's information or cause interruptions or malfunctions in its operations, which could make the Combined Company's customers hesitant to use its electronic marketplaces. The Combined Company may be required to expend significant resources to protect against the threat of security breaches or to alleviate problems, including reputational harm and litigation, caused by any breaches.

*If the Combined Company experiences computer systems failures or capacity constraints, its ability to conduct its operations could be harmed.*

The Combined Company will internally support and maintain many of its computer systems and networks. The Combined Company's failure to monitor or maintain these systems and networks or, if necessary, to find a replacement for this technology in a timely and cost-effective manner would have a material adverse effect on its ability to conduct its operations. Although all of its business critical systems have been designed and implemented with fault tolerant and/or redundant clustered hardware and diversely routed network connectivity, the Combined Company's redundant systems or disaster recovery plans may prove to be inadequate. Although the Combined Company has three geographically disparate main data centers, they could be subject to failure due to environmental factors, power outage and other factors. Accordingly, the Combined Company may be subject to system failures and outages which might impact its revenues and relationship with customers. In addition, the Combined Company will be subject to risk in the event that systems of its partners, customers or vendors are subject to failures and outages.

The Combined Company is expected to rely on third parties for various computer and communications systems, such as telephone companies, online service providers, data processors, clearance organizations and software and hardware vendors. The Combined Company's systems, or those of its third-party providers, may fail or operate slowly, causing one or more of the following:

unanticipated disruptions in service to its customers;

slower response times;

delays in its customers' trade execution;

failed settlement of trades;

incomplete or inaccurate accounting, recording or processing of trades;

financial losses;



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litigation or other customer claims; and

regulatory sanctions.

There can be no assurance that the Combined Company will not experience additional systems failures in the future from power or telecommunications failure, acts of God or war, terrorist attacks, human error, natural disasters, fire, power loss, sabotage, hardware or software malfunctions or defects, computer viruses, intentional acts of vandalism and similar events. Any system failure that causes an interruption in service or decreases the responsiveness of the Combined Company's service, including failures caused by customer error or misuse of our systems, could damage its reputation, business and brand name.

***If the Combined Company fails to implement and maintain an effective internal control environment, its business and stock price could suffer.***

The Combined Company will be subject to the requirements of the Sarbanes-Oxley Act and the applicable SEC rules and regulations that require an annual management report on our internal controls over financial reporting. Such a report includes, among other matters, management's assessment of the effectiveness of our internal control over financial reporting, and an attestation report by our independent registered public accounting firm addressing these assessments.

In August 2007, eSpeed completed a restatement of its financial statements with respect to certain revenues and expenses related to a portion of the development of related party software, and in connection with that restatement, concluded that its internal control over financial reporting was not effective at December 31, 2006. In addition, eSpeed's independent registered public accounting firm issued a revised report concluding that eSpeed's internal control over financial reporting was not effective at December 31, 2006. While eSpeed has taken various remedial steps to improve its internal control over financial reporting, its management has not conducted an assessment of its internal control over financial reporting since eSpeed took those steps, nor has eSpeed requested or received from its independent registered public accounting firm a new report with respect to the effectiveness of its internal control over financial reporting as of any date subsequent to December 31, 2006.

BGC Partners' internal controls over financial reporting are being evaluated. BGC Partners is not currently subject to the Sarbanes-Oxley Act. In November 2007, BGC Partners completed a restatement of its financial statements with respect to errors related to accounting for certain intercompany transactions between BGC Partners and certain affiliates. Also, in a previous filing, management of BGC Partners identified a material weakness in its internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board, including the lack of a formal, documented closing process designed to identify key financial reporting risk.

The Combined Company cannot be certain as to its ability to comply with the requirements of the Sarbanes-Oxley Act. If the Combined Company can not comply with the requirements of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, it may be subject to sanctions or investigation by regulatory authorities, including the SEC or the Nasdaq Global Market. In addition, if a material weakness is identified, there can be no assurance that the Combined Company would be able to remediate such material weakness in a timely manner in future periods. Moreover, if the Combined Company is unable to assert that its internal control over financial reporting is effective in any future period (or if its independent auditors are unable to express an opinion on the effectiveness of its internal controls), it could lose investor confidence in the accuracy and completeness of its financial reports, which may have a material adverse effect on the Combined Company's stock price.

Compliance with the Sarbanes-Oxley Act may require significant expenses and management resources that would need to be diverted from the Combined Company's operations and could require a restructuring of its internal controls over financial reporting. Any such expenses, time reallocations or restructuring could have a material adverse effect on the Combined Company's operations.

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***The Combined Company will be a holding company and will hold BGC U.S. limited partnership interests, BGC Global limited partnership interests, the BGC Holdings special voting limited partnership interest and the BGC Holdings general partnership interest, and accordingly it will be dependent upon distributions from BGC U.S. and BGC Global to pay dividends, taxes and other expenses.***

Following the merger, the Combined Company will be a holding company that will hold, directly or indirectly through wholly-owned subsidiaries, BGC U.S. limited partnership interests, BGC Global limited partnership interests, the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings, each of which BGC Partners will acquire in connection with the separation. These interests will provide the Combined Company with control of BGC U.S., BGC Global and BGC Holdings. BGC Holdings, in turn, will hold the BGC U.S. general partnership interest and the BGC U.S. special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC U.S., and the BGC Global general partnership interest and the BGC Global special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Global. The remainder of the BGC U.S. limited partnership interests and BGC Global limited partnership interests will be held indirectly by founding/working partners, restricted exchangeable partners and Cantor through BGC Holdings. The Combined Company has no independent means of generating revenues. Any dividends declared by the Combined Company and all applicable taxes payable in respect of the Combined Company's net taxable income, if any, are expected to be paid from distributions to the Combined Company from BGC U.S. and BGC Global. To the extent that the Combined Company needs funds to pay taxes on its share of BGC U.S.'s and BGC Global's net taxable income, or if the Combined Company needs funds for any other purpose, and either BGC U.S. or BGC Global is restricted from making such distributions under applicable law or regulation, or is otherwise unable to provide such funds, it could materially adversely affect the Combined Company's business, financial condition and results of operations and its ability to declare dividends. In addition, any unanticipated accounting or other charges against net income could adversely affect the Combined Company's ability to declare dividends.

***While portions of the Combined Company's compensation structure will be variable, significant parts of the Combined Company's cost structure will be fixed, and if the Combined Company's revenues decline and the Combined Company is unable to reduce its costs in the amount that the Combined Company's revenues decline, its profitability could be materially adversely affected.***

While portions of the Combined Company's compensation structure will be variable, significant parts of the Combined Company's cost structure will be fixed. The Combined Company will base its overall cost structure on historical and expected levels of demand for the products and services of the businesses that will comprise the Combined Company. If demand for these products and services and the Combined Company's resulting revenues decline, the Combined Company may not be able to adjust its cost structure on a timely basis. If the Combined Company is unable to reduce its costs in the amount that the Combined Company's revenues decline, its profitability could be materially adversely affected.

***The market price of eSpeed Class A common stock has fluctuated and the market price of Combined Company Class A common stock may fluctuate in the future. In addition, future sales of shares of Combined Company Class A common stock could adversely affect the market price of Combined Company Class A common stock. eSpeed has also repurchased its shares from time to time, and, after the merger, the Combined Company may cease doing so at any time.***

The market price of eSpeed Class A common stock has fluctuated widely since its initial public offering in December 1999 and, after the merger, the market price of Combined Company Class A common stock may fluctuate widely, depending upon many factors, including the Combined Company's actual results of operations and perceived prospects, the prospects of the Combined Company's competition and of the financial marketplaces in general, differences between the Combined Company's actual financial and operating results and those expected by investors and analysts, changes in analysts' recommendations or projections, seasonality, changes in general valuations for companies in the Combined Company's business segment, changes in general economic or market conditions and broad market fluctuations.

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Future sales of the Combined Company's shares also could adversely affect the market price of its Class A common stock. If the Combined Company's existing stockholders sell a large number of shares, or if the Combined Company issues a large number of shares of its common stock in connection with future acquisitions, strategic alliances, third-party investments and private placements or otherwise, the market price of Combined Company Class A common stock could decline significantly. Moreover, the perception in the public market that these stockholders might sell shares could depress the market price of Combined Company Class A common stock.

eSpeed has registered under the U.S. Securities Act of 1933, as amended, which we refer to as the Securities Act, 30,430,000 shares of Class A common stock, which are reserved for issuance upon exercise of options, restricted stock and other incentive compensation granted under its incentive compensation plan. Following the merger, the Combined Company may register additional shares of Class A common stock under the Securities Act that become reserved for issuance under its Long Term Incentive Plan. These shares can be sold in the public market upon issuance, subject to restrictions under the securities laws applicable to resales by affiliates. In addition, eSpeed has registered under the Securities Act 425,000 shares of Class A common stock issuable under its stock purchase plan.

Since June 9, 2002, approximately 5.9 million shares of eSpeed Class A common stock that have been distributed to partners of Cantor as part of a deferred stock distribution by Cantor have been eligible for resale in the public market subject to Rule 144(k) under the Securities Act. The availability for sale of such number of shares may have an adverse effect on the market price of eSpeed Class A common stock.

After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of all of the shares received upon such exchange, of Combined Company Class A common stock underwritten by a nationally recognized investment banking firm. The BGC Holdings limited partnership interests that Cantor transfers to founding partners in redemption of their current limited partnership interests in Cantor at the time of the separation will not be exchangeable with the Combined Company unless (1) Cantor reacquires such interests from the founding partners (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with the Combined Company for Combined Company Class A common stock or Combined Company Class B common stock as described above, or (2) Cantor determines that such interests can be exchanged by such founding partners with the Combined Company for Combined Company Class A common stock (which exchange of certain interests Cantor expects to permit from time to time). Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor also expects to grant certain additional exchange rights to Messrs. Amaitis and Lynn. See Certain Relationships and Related Transactions Before and After the Merger Exchangeability of Founding Partner Interests.

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

Prior to the merger, in the fourth quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted

exchangeable interests, which would be issued upon the closing of the merger. In addition, some employees of

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BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. The holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. See *Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Restricted Exchangeable Units* and *Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Partner Obligations*. In addition, in the fourth quarter of 2007, BGC Partners International L.P. anticipates entering into agreements with certain non-U.S. employees to forego 2007 compensation in exchange for the delivery in 2008 of certain BGC RSUs. In addition, in the fourth quarter of 2007, certain employees of BGC Partners and other persons who provide services to BGC are expected to be granted certain BGC RSUs as a form of discretionary bonus. These BGC RSUs are expected to vest and become exchangeable into shares of Combined Company Class A common stock in two equal installments on August 31, 2008 and August 31, 2009 or according to such other vesting schedule as may be agreed, and will be eligible to receive dividends paid by BGC Partners prior to vesting. In both cases, upon the closing of the merger, the shares ultimately issuable pursuant to the restricted exchangeable interests and the BGC RSUs will be shares of Combined Company Class A common stock issued pursuant to the Long Term Incentive Plan or similar plan.

After the merger, we expect approximately 111,890,929 shares of Combined Company common stock will be reserved for issuance in connection with the exchange of the BGC Holdings exchangeable limited partnership interests, which will be entitled to registration rights under the terms of the separation registration rights agreement with Cantor that the Combined Company intends to assume in connection with the separation and the merger, and BGC Holdings founding partner interests (if exchangeable) and BGC Holdings restricted exchangeable interests. In addition, shares of Class A common stock issuable upon conversion of shares of Class B common stock held by eSpeed are entitled to registration rights under a registration rights agreement entered into in connection with the formation of eSpeed, which we refer to as the formation registration rights agreement. In light of the number of shares of Combined Company Class A common stock issuable in connection with the full exchange of the BGC Holdings exchangeable limited partnership interests, BGC Holdings founding partner interests (if exchangeable), and BGC Holdings restricted exchangeable interests the price of Combined Company Class A common stock may decrease and its ability to raise capital through the issuance of equity securities may be adversely impacted as these exchanges occur and transfer restrictions lapse.

In addition, the following table reflects the timetable for distributions by Cantor of shares of Combined Company Class A common stock that it holds or will hold in respect of the distribution rights that Cantor will provide to limited partners of Cantor in connection with the separation, assuming that the limited partners in Cantor were entitled to accelerated distribution of the shares underlying such distribution rights, as described under *Certain Relationships and Related Transactions Before and After the Merger Continuing Interests in Cantor*. All of these shares of Combined Company Class A common stock will be distributed by Cantor. Cantor expects to use shares of Combined Company Class A common stock received upon its conversion of Class B common stock, shares of Combined Company common stock received upon exchange of BGC Holdings exchangeable limited partnership interests and purchases of shares of Combined Company common stock in the open market to satisfy its distribution obligation under the distribution rights.

<b>Anniversary of the merger</b>	<b>Number of shares of Combined Company Class A common stock that is expected to be distributed by Cantor to Cantor Partners in respect of the distribution rights</b>
12 month	7,920,977
18 month	7,962,283
24 month	8,010,253
30 month	1,358,783
36 month	1,358,783
Total	26,611,079

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In addition to the table above, the managing general partner of Cantor will be able to grant earlier distribution of the shares in its discretion. After the one year anniversary of the merger, to the extent that earlier acceleration of distribution rights for the Combined Company's common stock is permitted for purposes of donating interests and/or distributed shares to charitable organizations, we anticipate that the charities receiving such donated shares would sell their holdings on the open market immediately after receipt.

In addition, eSpeed issued shares of its Class A common stock, warrants and convertible preferred stock and granted registration rights in connection with certain of its strategic alliances and will issue shares of common stock and rights to acquire common stock in connection with the merger and separation. See **Certain Relationships and Related Transactions Before and After the Merger**.

During the year ended December 31, 2006, eSpeed repurchased an aggregate of 52,239 shares of its Class A common stock for a total of \$0.5 million. The reacquired shares have been designated treasury shares and will be used for general corporate purposes. As of December 31, 2006, eSpeed's board of directors had authorized the repurchase of up to an additional \$58.2 million of its outstanding Class A common stock. eSpeed and, after the merger, the Combined Company will consider making additional stock repurchases in 2007, but may cease making repurchases at anytime.

### **Risks Related to the Combined Company's Relationship with Cantor and Its Affiliates**

*Holders of Combined Company common stock will experience a reduction in their interest in the income distributed by BGC U.S. and BGC Global that is retained by the Combined Company upon the exchange of any BGC Holdings exchangeable limited partnership interest (or BGC Holdings founding partner interest, if applicable, or any BGC Holdings restricted exchangeable interests) if, prior to the exercise of such exchange, BGC Holdings distributes to its limited partners a greater share of the distributions BGC Holdings receives from BGC U.S. and BGC Global than the Combined Company distributes to its stockholders.*

It is the current non-binding intention of the Combined Company to either match the distribution policy of BGC Holdings, so that the Combined Company distributes, as dividends, a substantial portion of the cash it receives from BGC U.S. and BGC Global to the holders of Combined Company Class A common stock and Class B common stock or to use such distributions to purchase shares of its common stock. There is, however, no assurance that the Combined Company and BGC Holdings will distribute to their respective equity holders an equal proportion of their profits from BGC U.S. and BGC Global and we expect that in the future the Combined Company may reinvest in BGC U.S. and BGC Global, including for the business needs of BGC U.S. and BGC Global. We expect that BGC Partners (and, after the merger, the Combined Company) may make dividends, subdivisions, combinations, distributions or issuances in connection with certain reinvestments in BGC U.S. and BGC Global that the Combined Company may elect to make in the future. See **Related Agreements Separation Agreement Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock**.

If, however, BGC Holdings distributes to its limited partners a greater share of income received from BGC U.S. and BGC Global than the Combined Company distributes to its stockholders, and then Cantor exercises its exchange right to acquire Combined Company Class B common stock or Combined Company Class A common stock, as applicable (or, (1) after Cantor determines that a BGC Holdings founding partner interest can be exchanged, a founding partner exchanges such interest for Combined Company Class A common stock, (2) once a restricted exchangeable interest has become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interest, a restricted exchangeable partner exchanges such interest for Combined Company Class A common stock and (3) any working partner interests that are issued, after BGC Partners determines with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, that a working partner interest can be exchanged, a working partner exchanges such interest for Combined Company Class A common stock), then Cantor, such founding partner, such restricted exchangeable partner, and/or such working partner, as the case may be, will receive a greater share of the income of BGC U.S. and BGC Global than they had prior to such distribution by BGC Holdings and such exchange. This results from



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Cantor, such founding partner, such restricted exchangeable partner, and/or such working partner, prior to such exchange, receiving the benefit of the income of BGC U.S. and BGC Global in the form of a distribution from BGC Holdings, and Cantor, such founding partners such restricted exchangeable partner, and/or such working partner, after such exchange, receiving the benefit of the profits of BGC U.S. and BGC Global in the form of equity in the Combined Company, which retained a greater portion of its share of the income of BGC U.S. and BGC Global. Consequently, holders of Combined Company common stock as of the date of such exchange will experience a reduction in their interest in the profits previously distributed by BGC U.S. and BGC Global but retained by the Combined Company.

Pursuant to the terms of the BGC Holdings limited partnership agreement, distributions by BGC Holdings to its partners may not be decreased below 100% of net income received by BGC Holdings from BGC U.S. and BGC Global (other than with respect to selected extraordinary items, such as the disposition directly or indirectly of partnership assets outside of the ordinary course of business) unless the Combined Company and Cantor agree otherwise. In addition, distributions by the Combined Company to its stockholders will be determined by the Combined Company board of directors. Accordingly, there is overlap in the entities and persons who will make the determination as to the timing and amount of distributions from BGC U.S. and BGC Global to those who have an ultimate interest in those distributions, namely, the founding/working partners, the restricted exchangeable partners, Cantor and the Combined Company's stockholders. There is no assurance that the Combined Company and BGC Holdings will distribute to their respective equity holders an equal proportion of their profits from BGC U.S. and BGC Global. Accordingly, upon exchange of any BGC Holdings exchangeable limited partnership interest, any BGC Holdings restricted exchangeable interest, any BGC Holdings founding partner interest or any working partner interest that Cantor determines will be exchangeable, holders of Combined Company common stock may experience a reduction in their interest in the profits the Combined Company has retained.

***The Combined Company will have potential conflicts of interest with Cantor and Cantor could act in a way that favors its interests to the Combined Company's detriment.***

***Cantor's Control***

Immediately after the separation and the completion of the merger, Cantor will effectively be able to exercise control over the Combined Company's management and affairs and all matters requiring stockholder approval, including the election of the Combined Company's directors and determinations with respect to acquisitions and dispositions, as well as material expansions or contractions of the Combined Company's business, entry into new lines of business and borrowings and issuances of Combined Company common stock or other securities. This control will be subject to the approval of the Combined Company's independent directors on those matters requiring such approval. Cantor's voting power may also have the effect of delaying or preventing a change of control of the Combined Company. This control may also be exercised because:

Cantor is, in turn, controlled by CFGM, its managing general partner, and, ultimately, by Mr. Lutnick, who will serve as the Combined Company's Co-Chief Executive Officer and Chairman and who is also the Chairman of the Board and Chief Executive Officer of Cantor, as well as the President and controlling stockholder of CFGM;

Mr. Amaitis, who will serve as the Combined Company's Co-Chief Executive Officer and a member of the Combined Company's board of directors and who will also serve as President and Chief Executive Officer of Cantor Index Limited, holds positions at various gaming affiliates of Cantor; and

Mr. Merkel, who will serve as the Combined Company's Executive Vice President, General Counsel and Secretary, is employed as Executive Managing Director, General Counsel and Secretary of Cantor.

Messrs. Lutnick and Merkel have holdings in Cantor through Cantor partnership unit ownership.

The service of officers or partners of Cantor as the Combined Company's executive officers and directors, and those persons' ownership interests in and payments from Cantor, and its affiliates, could create conflicts of interest

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when the Combined Company and those directors or officers are faced with decisions that could have different implications for Cantor and the Combined Company. In addition, although in connection with the merger Cantor will redeem all of the Cantor limited partnership interests held by the founding partners for BGC Holdings limited partnership interests and distribution rights, Messrs. Lutnick and Merkel will continue to hold Cantor limited partnership and other interests in Cantor and its affiliates, including distribution rights, and will not be redeemed for BGC Holdings limited partnership interests in connection with the separation or the merger.

***Conflicts of Interest***

The Combined Company also expects that Cantor will manage its ownership of the Combined Company so that it will not be deemed to be an investment company under the Investment Company Act, including by maintaining its voting power in the Combined Company above a majority absent an applicable exemption from the Investment Company Act. This may result in conflicts with the Combined Company, including those relating to acquisitions or offerings by the Combined Company involving issuances of common stock or securities convertible or exchangeable into shares of common stock that would dilute the voting power in the Combined Company of the holders of BGC Holdings exchangeable limited partnership interests.

Conflicts of interest may arise between the Combined Company and Cantor in a number of areas relating to the Combined Company's past and ongoing relationships, including:

potential acquisitions and dispositions of businesses;

the issuance or disposition of securities by the Combined Company;

the election of new or additional directors to the Combined Company's board of directors;

the payment of dividends by the Combined Company (if any) and distribution of profits by BGC U.S., BGC Global and/or BGC Holdings;

business operations or business opportunities of the Combined Company and Cantor that would compete with the other party's business opportunities, including brokerage and financial services by the Combined Company and Cantor;

labor, tax, employee benefits, indemnification and other matters arising from the separation or the merger;

intellectual property matters;

business combinations involving the Combined Company;

the terms of the merger agreement and the related agreements we intend to enter into in connection with the merger and separation;

conflicts between the Combined Company's agency trading for primary and secondary bond sales and Cantor's investment banking bond origination business;

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competition between the Combined Company's and Cantor's other equity derivatives and cash equity inter-dealer brokerage businesses; and

the nature, quality and pricing of administrative services to be provided by Cantor and/or Tower Bridge.

In addition, Cantor has from time to time in the past considered possible strategic realignments of the business relationships that exist between and among Cantor and the businesses comprising the Combined Company and may do so in the future. Any future related party transactions or arrangements between the Combined Company and Cantor, until Cantor ceases to hold 5% of the Combined Company's voting power, will be subject to the prior approval by a majority of the Combined Company's independent directors, but generally will not otherwise require the separate approval of the Combined Company's stockholders, and if such approval were required, Cantor will retain sufficient voting power to provide any such requisite approval without the affirmative consent of the other stockholders.

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Agreements and other arrangements with Cantor, including the merger agreement and the separation agreement, may be amended upon agreement of the parties to those agreements upon approval of the Special Committee (if prior to the merger) or audit committee of the Combined Company (if after the merger). During the time that the Combined Company is controlled by Cantor, Cantor may be able to require the Combined Company to agree to amendments to these agreements. The Combined Company may not be able to resolve any potential conflicts and, even if it does, the resolution may be less favorable to it than if it were dealing with an unaffiliated party.

### ***Corporate Opportunities***

In order to address potential conflicts of interest between the Combined Company and Cantor and its representatives, the Combined Company certificate of incorporation will contain provisions regulating and defining the conduct of the Combined Company's affairs as they may involve Cantor and its representatives, and the Combined Company's powers, rights, duties and liabilities and those of its representatives in connection with its relationship with Cantor and its affiliates, officers, directors, general partners or employees. The Combined Company certificate of incorporation will provide no Cantor Company (as defined below) or any of the representatives (as defined below) of a Cantor Company will owe any fiduciary duty to, nor shall any Cantor Company or any of their respective representatives be liable for breach of fiduciary duty to, the Combined Company or any of its stockholders. The corporate opportunity policy that will be included in the Combined Company certificate of incorporation is designed to resolve potential conflicts of interest between the Combined Company and Cantor and its representatives. The principles for defining such corporate opportunities and resolving such potential conflicts of interest, and the definitions of Cantor Company and representatives, are set forth under Description of the Combined Company Capital Stock Anti-Takeover Effects of the Combined Company Certificate of Incorporation and By-laws and Delaware Law Corporate Opportunity.

In addition, the Combined Company certificate of incorporation will provide that Cantor and its respective representatives will have no duty to refrain from:

engaging in the same or similar business activities or lines of business as the Combined Company; or

doing business with any of the Combined Company's clients or customers.

The limited partnership agreement for BGC Holdings will contain similar provisions with respect to the Combined Company and/or Cantor and their respective representatives, and the limited partnership agreements for BGC U.S. and BGC Global will contain similar provisions with respect to the Combined Company and/or BGC Holdings and their respective representatives.

If Cantor competes with the Combined Company, it could materially harm the Combined Company's business operations.

***Agreements between the Combined Company and Cantor are between related parties and the terms of these agreements may be less favorable to the Combined Company than those that the Combined Company could have negotiated with third parties.***

The Combined Company's relationship with Cantor results in agreements with Cantor that are between related parties. As a result, the prices charged to the Combined Company or by the Combined Company for services provided under agreements with Cantor may be higher or lower than prices that may be charged by third parties and the terms of these agreements may be less favorable to us than those that the Combined Company could have negotiated with third parties. For example, pursuant to the separation agreement, Cantor will have a right to be a customer of the Combined Company and to pay the lowest commissions paid by any other customer of the Combined Company, whether by volume, dollar or other applicable measure (except that this right will terminate upon the earlier of a change of control of Cantor and the last day of the calendar quarter during which Cantor represents one of the 15 largest customers of the Combined Company in terms of transaction volume). In addition, Cantor will have an unlimited right to internally use market data from BGCantor Market Data without any cost (although Cantor will not have the right to furnish such data to any third-party). Any future related party transactions or arrangements between the Combined Company and Cantor, until Cantor ceases to hold 5% of the

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Combined Company's voting power, will be subject to the prior approval by a majority of the Combined Company's independent directors, but generally will not otherwise require the separate approval of the Combined Company's stockholders, and if such approval were required, Cantor will retain sufficient voting power to provide any such requisite approval without the affirmative consent of the other stockholders. See "Certain Relationships and Related Transactions Before and After the Merger" Key Separation Agreements.

### **Risks Related to the Combined Company's Capital Structure**

*Because the voting control of the Combined Company common stock will be concentrated among the holders of Combined Company Class B common stock, the market price of Combined Company Class A common stock may be adversely affected by disparate voting rights.*

As of September 30, 2007, Cantor beneficially owned 87.7% of the Total Voting Power. Upon completion of the merger, Cantor will beneficially own approximately 88.8% of the combined voting power of all classes of Combined Company voting stock. As long as Cantor beneficially owns a majority of the combined voting power of Combined Company voting stock, it will have the ability, without the consent of the public stockholders, to elect all of the members of the Combined Company board of directors and to control the Combined Company's management and affairs. In addition, it will be able to determine the outcome of matters submitted to a vote of the Combined Company's stockholders for approval and will be able to cause or prevent a change of control of the Combined Company. In certain circumstances, the shares of Combined Company Class B common stock issued to Cantor may be transferred without conversion to Combined Company Class A common stock.

The holders of Combined Company Class A common stock and Class B common stock will have substantially identical rights, except that holders of Combined Company Class A common stock will be entitled to one vote per share, while holders of Combined Company Class B common stock will be entitled to 10 votes per share on all matters to be voted on by stockholders in general. These votes are controlled by Cantor and are not subject to conversion or termination by the Combined Company board of directors or any committee thereof, or any other stockholder or third-party. This differential in the voting rights could adversely affect the market price of Combined Company Class A common stock.

*Delaware law and the Combined Company certificate of incorporation may make a takeover of the Combined Company more difficult and dilute your percentage of ownership of Combined Company common stock.*

Provisions of Delaware law, such as its business combination statute, may have the effect of delaying, deferring or preventing a change of control of the Combined Company. In addition, the Combined Company certificate of incorporation will authorize the issuance of preferred stock, which the Combined Company board of directors can create and issue without prior stockholder approval and with rights senior to those of the Combined Company common stock, as well as warrants to purchase Combined Company common stock. Any such issuances would make a takeover of the Combined Company more difficult and may dilute your percentage ownership of Combined Company common stock. The Combined Company certificate of incorporation and the Combined Company by-laws will include provisions that provide for advance notice for stockholder proposals and director nominations. These provisions may have the effect of delaying or preventing changes of control or management of the Combined Company, even if such transactions would have significant benefits to its stockholders. As a result, these provisions could limit the price some investors might be willing to pay in the future for shares of Combined Company Class A common stock.

*Delaware law may protect decisions of the Combined Company board of directors that have a different effect on holders of Combined Company Class A common stock and Class B common stock.*

Stockholders may not be able to challenge decisions that have an adverse effect upon holders of Combined Company Class A common stock if the Combined Company board of directors acts in a disinterested, informed manner with respect to these decisions, in good faith and in the belief that it is acting in the best interests of the Combined Company's stockholders. Delaware law generally provides that a board of directors owes an equal duty to all stockholders, regardless of class or series, and does not have separate or additional duties to either group of stockholders, subject to applicable provisions set forth in a company's charter.

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**FORWARD-LOOKING STATEMENTS**

The information in this proxy statement contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Such statements are based upon current expectations that involve risks and uncertainties. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. For example, words such as may, will, should, estimates, predicts, potential, continue, strategy, believes, anticipates, plans, expects, intends and similar e identify forward-looking statements.

The actual results of eSpeed, BGC Partners or the Combined Company and the outcome and timing of certain events may differ significantly from the expectations discussed in the forward-looking statements. Factors that might cause or contribute to such a discrepancy for eSpeed, BGC Partners and/or the Combined Company include, but are not limited to:

the Combined Company's relationship with Cantor and its affiliates and any related conflicts of interest, competition for and retention of brokers and other managers and key employees;

pricing and commissions and market position with respect to any of eSpeed's products and that of the Combined Company's respective competitors;

the effect of industry concentration and consolidation;

market conditions, including trading volume and volatility;

economic or geopolitical conditions or uncertainties;

the extensive regulation of the respective businesses and risks relating to compliance matters;

factors related to specific transactions or series of transactions, including credit, performance and unmatched principal risk as well as counterparty failure;

the costs and expenses of developing, maintaining and protecting intellectual property, including judgments or settlements paid or received in connection with intellectual property or employment or other litigation and their related costs and certain financial risks, including the possibility of future losses and negative cash flow from operations, risks of obtaining financing and risks of the resulting leverage, as well as interest and currency rate fluctuations;

the ability to enter new markets or develop new products, trading desks, marketplaces or services and to induce customers to use these products, trading desks, marketplaces or services, to secure and maintain market share;

the ability to enter into marketing and strategic alliances, and other transactions, including acquisitions, dispositions, reorganizations, partnering opportunities and joint ventures, and the integration of any completed transactions;

the ability to hire new personnel;

the ability to expand the use of technology for screen-assisted, voice-assisted and fully electronic trading;

effectively manage any growth that may be achieved;

risks relating to the proposed merger, the separation and the relationship between the various entities;

financial reporting, accounting and internal control factors, including identification of any material weaknesses in the Combined Company's internal controls and the Combined Company's ability to prepare historical and pro forma financial statements and reports in a timely manner; and

other factors, including those that are discussed under **Risk Factors** to the extent applicable.

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We believe that all forward-looking statements are based upon reasonable assumptions when made. However, we caution that it is impossible to predict actual results or outcomes or the effects of risks, uncertainties or other factors on anticipated results or outcomes and that accordingly you should not place undue reliance on these statements. Forward-looking statements speak only as of the date when made, and we undertake no obligation to update these statements in light of subsequent events or developments.



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**THE SPECIAL MEETING OF STOCKHOLDERS**

**Time and Place of the Special Meeting**

This proxy statement is first being furnished to our stockholders on or about [●], 2007 as part of the solicitation of proxies by our board of directors for use at the special meeting of stockholders to be held at [●], [●], New York, New York on [●], 2007, at [●] local time, or any adjournment or postponement thereof. The purpose of the special meeting is for our stockholders:

- (1) To consider and vote upon a proposal to adopt the merger agreement, by and among BGC Partners, Cantor, eSpeed, BGC U.S., BGC Global and BGC Holdings pursuant to which, among other things, BGC Partners will be merged with and into eSpeed, and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) To approve the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, to authorize additional shares of Class A common stock;
- (3) To approve the amendment to the eSpeed certificate of incorporation, to be in effect as of the closing of the merger as part of the Combined Company certificate of incorporation, effecting changes regarding corporate opportunities;
- (4) To approve the amendment and restatement of the BGC Partners, Inc. Incentive Bonus Compensation Plan;
- (5) To approve the amendment and restatement of the BGC Partners, Inc. Long Term Incentive Plan; and

(6) To transact such other business as may properly come before the special meeting and any adjournment or postponement thereof. The eSpeed board of directors has unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, upon the recommendation by the Special Committee, and is submitting it to the stockholders for their adoption. Pursuant to the merger agreement, BGC Partners will be merged with and into eSpeed. The merger is described in this proxy statement, which you are urged to read carefully. In particular, the section of this proxy statement entitled "Risk Factors" contains a description of risks that you should consider in evaluating the proposed merger. A copy of:

the merger agreement is attached to this proxy statement as Annex A;

the form of separation agreement is attached to this proxy statement as Annex B;

the form of BGC Holdings limited partnership agreement is attached to this proxy statement as Annex C;

the form of BGC U.S. limited partnership agreement is attached to this proxy statement as Annex D;

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the form of BGC Global limited partnership agreement is attached to this proxy statement as Annex E;

the form of separation registration rights agreement is attached to this proxy statement as Annex F;

the form of administrative services agreement is attached to this proxy statement as Annex G;

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the form of Tower Bridge administrative services agreement is attached to this proxy statement as Annex H;

the form of Participation Plan is attached to this proxy statement as Annex I;

the fairness opinion of Sandler O'Neill is attached to this proxy statement as Annex J;

the form of Combined Company certificate of incorporation is attached to this proxy statement as Annex K;

the form of Combined Company by-laws is attached to this proxy statement as Annex L;

form of amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan is attached to this proxy statement as Annex M; and

form of amended and restated BGC Partners, Inc. Long Term Incentive Plan is attached to this proxy statement as Annex N.

**Recommendations**

After careful consideration and upon the unanimous recommendation of the Special Committee, the eSpeed board of directors unanimously approved the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, determined that the transactions contemplated by the merger agreement are fair to, advisable and in the best interests of eSpeed and the holders of shares of eSpeed Class A common stock and Class B common stock and recommended that eSpeed stockholders adopt the merger agreement and the transactions contemplated thereby.

The board of directors unanimously recommends that you vote:

- (1) **FOR** the proposal to adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger;
- (2) **FOR** the approval of the amendment to the eSpeed certificate of incorporation to authorize additional shares of Class A common stock;
- (3) **FOR** the approval of the amendment to the eSpeed certificate of incorporation effecting changes regarding corporate opportunities;
- (4) **FOR** the approval of the amended and restated BGC Partners, Inc. Incentive Bonus Compensation Plan; and
- (5) **FOR** the approval of the amended and restated BGC Partners, Inc. Long Term Incentive Plan.

**Method of Voting; Record Date; Stock Entitled to Vote; Quorum**

eSpeed stockholders are being asked to vote shares held directly in their name as stockholders of record and any shares they hold in street name as beneficial owners. Shares held in street name are shares held in a stock brokerage account or shares held by a bank or other nominee.

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The method of voting differs for shares held as a record holder and shares held in street name. Record holders will receive proxy cards. Holders of shares in street name will receive voting instruction cards in order to instruct their nominees how to vote.

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Proxy cards and voting instruction cards are being solicited on behalf of the eSpeed board of directors from eSpeed stockholders in favor of the matters to be considered at the special meeting.

eSpeed stockholders may receive more than one set of voting materials, including multiple copies of this proxy statement and multiple proxy cards or voting instruction cards. For example, stockholders who hold shares in more than one brokerage account may receive a separate voting instruction card for each brokerage account in which shares are held. Stockholders of record whose shares are registered in more than one name will receive more than one proxy card.

Only eSpeed stockholders at the close of business on [●], 2007, the record date for the special meeting, are entitled to receive notice of, and vote at, the special meeting. On the record date, there were [●] shares of eSpeed Class A common stock and [●] shares of eSpeed Class B common stock issued and outstanding. Holders of shares of eSpeed Class A common stock on the record date are each entitled to one vote per share of eSpeed Class A common stock and holders of shares of eSpeed Class B common stock on the record date are each entitled to 10 votes per share of eSpeed Class B common stock on the matters to be considered at the special meeting.

A quorum of the holders of the outstanding shares of our Class A common stock and Class B common stock, treated as one class, must be present for the special meeting to be held. A quorum is present if a majority of the Total Voting Power is present, in person or represented by proxy, at the special meeting.

Abstentions and broker non-votes count as present for establishing the quorum described above. A broker non-vote may occur on a proposal when a broker is not permitted to vote on that proposal without instructions from the beneficial owner of the shares. Shares held by eSpeed in its treasury do not count toward the quorum.

## **Required Vote**

### ***Merger Agreement***

Stockholders holding a majority of the Total Voting Power must vote **FOR** the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, for the merger agreement and the transactions contemplated thereby to be adopted.

See Voting Commitment.

### ***Other Matters to Be Considered at the Special Meeting***

The affirmative vote of the holders of a majority of the Total Voting Power present in person or represented by proxy at the special meeting and entitled to vote is required to approve the other matters to be considered at the special meeting.

## **Voting Commitment**

Under the terms of the merger agreement, Cantor, which as of September 30, 2007 held approximately 87.7% of the Total Voting Power, has agreed to vote its shares in favor of the adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, so long as the eSpeed board of directors and the Special Committee recommend that eSpeed's stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, a sufficient number of the votes required to adopt the merger agreement and the transactions contemplated thereby is assured so long as the eSpeed board of directors and the Special Committee recommend that the stockholders of eSpeed vote in favor of the adoption of the merger agreement and the transactions contemplated thereby.

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**Adjournments and Postponements**

Although it is not currently expected, the special meeting may be adjourned or postponed for the purpose of soliciting additional proxies if there are insufficient votes at the time of the special meeting to adopt the merger agreement and the transactions contemplated thereby. Any adjournment or postponement may be made without notice, other than by an announcement made at the special meeting. The favorable vote of the holders of a majority of the Total Voting Power present in person or represented by proxy and entitled to vote on the adjournment or postponement proposal may adjourn the special meeting. Any adjournment or postponement will allow our stockholders who have already sent in their proxies to revoke them at any time prior to their use at the special meeting as adjourned or postponed.

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**PROPOSAL 1 THE MERGER**

**History of eSpeed**

We are a leader in developing and deploying electronic marketplaces and related trading technology that offers traders access to the most efficient, innovative and neutral financial markets in the world. We commenced operations in March 1999 as a division of Cantor Fitzgerald Securities, a subsidiary of Cantor. Our initial focus was the global government bond markets of the world, specifically in the United States, Europe, Canada and Japan. Our relationships with Cantor and with BGC Partners, and affiliates of BGC Partners, have enabled us to become an innovator in what today we consider our core electronic marketplaces, the government bond markets of the world. We seek to offer an electronic trading platform for a full range of financial products currently traded in today's global capital markets, which includes fully electronic trading of wholesale fixed income, foreign exchange, futures, options and equities and integrated hybrid voice-assisted trading in treasury-spreads, off-the-run and when issued U.S. Treasury securities, repurchase agreements and U.S. Government Agency Securities, as well as other products.

**History, Formation, Separation and Pre-Merger Structure of BGC Partners**

BGC Partners is a Delaware corporation formed on November 29, 2006 by Cantor. BGC Partners conducts substantially all of its business through its subsidiaries and prior to the separation contemplated by the separation agreement had no substantial operations.

BGC Partners is a leading full-service inter-dealer broker, providing integrated voice and electronic execution brokerage services to many of the world's largest and most creditworthy banks that regularly trade in capital markets, brokerage houses and investment banks for a broad range of global financial products, including fixed income securities, foreign exchange, equity derivatives, credit derivatives, futures, structured products and other instruments, as well as market data products for selected financial instruments. Named in honor of B. Gerald Cantor, Cantor's founder and a pioneer in screen brokerage services and fixed income market data products, BGC Partners has offices in London, New York, Toronto, Mexico City, Paris, Nyon, Copenhagen, Hong Kong, Tokyo, Beijing (representative office), Singapore, Sydney, Seoul and Istanbul. BGC Partners' principal executive offices are at 199 Water Street, New York, New York 10038 and its telephone number is (646) 346-7000. The Internet address for BGC Partners is <http://www.bgcpartners.com>.

Pursuant to the separation agreement which will be entered into prior to the closing of the merger, Cantor will transfer the transferred assets and transferred liabilities to BGC Partners. As an initial step to combining BGC Partners and eSpeed, Cantor will separate the BGC business from the remainder of its businesses pursuant to a separation agreement. Specifically, Cantor will separate the BGC business so that (1) BGC U.S. will hold the U.S. businesses, and (2) BGC Global will hold the non-U.S. businesses. Cantor will hold interests in the Opcos through a combination of its equity interest in BGC Partners and its equity interest in BGC Holdings. In addition, prior to the completion of the merger, Cantor will redeem all of the Cantor limited partnership interests held by founding partners in exchange for (1) a portion of the BGC Holdings limited partnership interests that Cantor will receive in the separation and (2) distribution rights in respect of BGC Partners interests and, after the merger, Combined Company Class A common stock.

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The following diagram illustrates the separation and the redemption but does not reflect the various subsidiaries of BGC U.S., BGC Global, BGC Holdings or Cantor.

To acquire BGC Partners, eSpeed has agreed to issue in the merger an aggregate of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock. Of these shares and rights to acquire shares, 56,000,000 will be in the form of Combined Company Class B common stock or rights to acquire Combined Company Class B common stock, and the remaining 77,860,000 will be in the form of Combined Company Class A common stock or rights to acquire Combined Company Class A common stock. Current stockholders of the Company will hold the same number and class of shares of Combined Company common stock that they held in the Company prior to the merger. Following the completion of the merger, it is expected that the Combined Company Class A common stock will trade on the NASDAQ Global Market under the symbol BGCP.

After the merger, the combined businesses of the Company and BGC Partners will be held in two operating subsidiaries: (1) BGC U.S., which will hold the U.S. businesses, and (2) BGC Global, which will hold the non-U.S. businesses.

As a result of the merger:

the stockholders of the Company as of immediately prior to the merger (including Cantor) will own equity interests representing approximately 27.8% of the economics of BGC U.S. and BGC Global after the merger; and



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the equity owners of BGC U.S. and BGC Global as of immediately prior to the merger (including Cantor and the founding partners) will own equity interests representing approximately 72.2% of the economics of BGC U.S. and BGC Global after the merger. Concurrently with the merger, and, in the future, as part of its compensation process, BGC Holdings will also issue certain restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC. See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreements Exchanges and Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreements Partner Obligations. In addition, BGC will issue to certain employees and other persons who provide services to BGC certain BGC RSUs. The aggregate value of such restricted exchangeable interests and BGC RSUs granted prior to the consummation of the merger will be no greater than \$22,000,000 (with each such right to receive one restricted exchangeable unit or BGC RSU valued for these purposes at the closing price of eSpeed Class A common stock on the date of the grant of the right).

The equity interests in BGC U.S. and BGC Global will be held by the Combined Company and by BGC Holdings. Immediately after the merger, the Combined Company will hold approximately 39.6% of the equity in BGC U.S. and BGC Global, and BGC Holdings will hold approximately 60.4% of the equity in BGC U.S. and BGC Global.

The stockholders of the Company as of immediately prior to the merger will hold their interests in BGC U.S. and BGC Global after the merger through the Combined Company. Cantor, which is currently the sole stockholder of BGC Partners, will hold its interests in BGC U.S. and BGC Global through a combination of Combined Company common stock and interests in BGC Holdings. In addition, prior to the merger, Cantor will provide a portion of its interest in BGC Holdings to the founding partners and as discussed above, concurrently with the merger, BGC Holdings will issue restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC.

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The following diagram illustrates the merger of BGC Partners and eSpeed. The following diagram does not reflect the various subsidiaries of the Combined Company, BGC U.S., BGC Global, BGC Holdings or Cantor or the results of any exchange of BGC Holdings exchangeable limited partnership interests or, to the extent applicable, BGC Holdings founding partner interests or BGC Holdings restricted exchangeable interests. See [Structure of the Combined Company](#) for a description of the structure of the Combined Company.

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### **Structure of the Combined Company**

The merger agreement provides that BGC Partners will be merged with and into eSpeed, with eSpeed surviving the merger. The Combined Company will be renamed BGC Partners, Inc. Following the completion of the merger, it is expected that the Combined Company Class A common stock will trade on the NASDAQ Global Market under the symbol BGCP.

To acquire BGC Partners, eSpeed has agreed to issue in the merger an aggregate of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock. Of these shares and rights to acquire shares, 56,000,000 will be in the form of Combined Company Class B common stock or rights to acquire Combined Company Class B common stock, and the remaining 77,860,000 will be in the form of Combined Company Class A common stock or rights to acquire Combined Company Class A common stock. Specifically, in the merger:

each BGC Partners Class A unit will be converted into one share of Combined Company Class A common stock (and the eSpeed Class A common stock will remain outstanding as Combined Company Class A common stock);

each BGC Partners Class B unit will be converted into one share of Combined Company Class B common stock (and the eSpeed Class B common stock will remain outstanding as Combined Company Class B common stock) or, at Cantor's election prior to the closing of the merger, one share of Combined Company Class A common stock;

the one BGC Partners Class C unit will be converted into 100 shares of Combined Company Class B common stock or, at Cantor's election prior to the closing of the merger, 100 shares of Combined Company Class A common stock; and

(1) the BGC Holdings exchangeable limited partnership interests will be exchangeable with the Combined Company for Combined Company Class B common stock or Combined Company Class A common stock in accordance with the terms of the BGC Holdings limited partnership agreement and (2) the BGC Holdings founding partner interests will not be exchangeable with the Combined Company unless otherwise determined by Cantor in accordance with the terms of the BGC Holdings limited partnership agreement.

Cantor currently intends to elect to have the BGC Partners Class B units and the BGC Partners Class C unit converted in the merger into Combined Company Class A common stock.

Concurrently with, or immediately after the merger, the Combined Company will contribute its assets and liabilities to BGC U.S. and BGC Global in exchange for limited partnership interests in these entities. As a result of this contribution, the Combined Company will receive limited partnership interests in each of these entities.

Concurrently with the merger, and, in the future, as part of its compensation process, BGC Holdings will also issue certain restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC. In addition, BGC will issue to certain employees and other persons who provide services to BGC certain BGC RSUs. The aggregate value of such restricted exchangeable interests and BGC RSUs granted prior to the consummation of the merger will be no greater than \$22,000,000 (with each such right to receive one restricted exchangeable unit or BGC RSU valued for these purposes at the closing price of eSpeed Class A common stock on the date of the grant of the right).

Current stockholders of the Company will hold the same number and class of shares of Combined Company common stock that they held in the Company prior to the merger.

Immediately after the merger, there will be approximately 52,966,578 fully diluted shares of Combined Company Class A common stock outstanding, of which 23,109,093 shares will be held by Cantor. Each share of Class A common stock will generally be entitled to one vote on matters submitted to the Combined Company's stockholders. In addition, immediately after the merger, Cantor will hold 20,497,800 shares of Combined Company Class B common stock (which represents all of the outstanding Combined Company Class B common stock), representing, together with the Combined Company Class A common stock held by Cantor, approximately 88.8% of the Combined Company's voting power. Each share of Class B common stock will



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generally be entitled to the same rights as a share of Class A common stock, except that, on matters submitted to a vote of the Combined Company's stockholders, each share of Class B common stock will be entitled to 10 votes. The Class B common stock generally will vote together with the Class A common stock on all matters submitted to a vote of the Combined Company's stockholders.

Immediately after the merger, the Combined Company will hold the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings, and will serve as the general partner of BGC Holdings, which will entitle the Combined Company to control BGC Holdings. BGC Holdings, in turn, will hold the BGC U.S. general partnership interest and the BGC U.S. special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC U.S., and the BGC Global general partnership interest and the BGC Global special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Global, and will serve as the general partner of each of BGC U.S. and BGC Global, which will entitle BGC Holdings (and thereby the Combined Company) to control each of BGC U.S. and BGC Global. BGC Holdings will hold its BGC Global general partnership interest through a company incorporated in the Cayman Islands, BGC GP Limited. In addition, it is expected the Combined Company will indirectly through wholly-owned subsidiaries hold BGC U.S. limited partnership interests and BGC Global limited partnership interests consisting of approximately 73,464,478 units and 73,464,478 units, representing approximately 39.6% and 39.6% of the outstanding BGC U.S. limited partnership interests and BGC Global limited partnership interests, respectively. The Combined Company will be a holding company that will hold these interests, will serve as the general partner of BGC Holdings, and, through BGC Holdings, will act as the general partner of each of BGC U.S. and BGC Global. As a result of the Combined Company's ownership of the general partnership interest in BGC Holdings and BGC Holdings' general partnership interest in each of BGC U.S. and BGC Global, it is anticipated that the Combined Company will consolidate BGC U.S.'s and BGC Global's results for financial reporting purposes.

Founding/working partners and restricted exchangeable partners will directly and Cantor will indirectly hold BGC Holdings limited partnership interests. BGC Holdings, in turn, will hold BGC U.S. limited partnership interests and BGC Global limited partnership interests and, as a result, founding/working partners, restricted exchangeable partners and Cantor will indirectly have interests in BGC U.S. limited partnership interests and BGC Global limited partnership interests.

The BGC Holdings limited partnership interests held by Cantor will be designated as BGC Holdings exchangeable limited partnership interests. The BGC Holdings limited partnership interests held by the founding partners will be designated as BGC Holdings founding partner interests, any BGC Holdings limited partnership interests that may be issued after the merger to the working partners will be designated as BGC Holdings working partner interests and any BGC Holdings limited partnership interest that may be issued concurrently with the merger or after the merger to the restricted exchangeable partners will be designated as BGC Holdings restricted exchangeable interests.

After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of all of the shares received upon such exchange, of Combined Company Class A common stock underwritten by a nationally recognized investment banking firm. In addition, prior to the merger, a portion of the BGC Holdings founding partner interests held by Messrs. Lynn and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will be sold to Cantor for cash, and the select persons' aggregate net proceeds will be used as described in Certain Relationships and Related Transactions Before and After the

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Merger Repayment of Existing Loans and Required Capital Contributions. Upon acquiring such BGC Holdings founding partner interests from the select persons, Cantor will exchange them for equity interests in BGC Partners on a one-for-one basis, and prior to the merger, BGC Partners will redeem such BGC Partners equity interests from Cantor for cash equal to the amount paid by Cantor to the select persons in respect of such interests. See Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions.

The BGC Holdings limited partnership interests that Cantor transfers to founding partners in redemption of their current limited partnership interests in Cantor at the time of the separation will not be exchangeable with the Combined Company unless (1) Cantor reacquires such interests from the founding partners (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with the Combined Company for Combined Company Class A common stock or Class B common stock as described above, or (2) Cantor determines that such interests can be exchanged by such founding partners with the Combined Company for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company (which exchange of certain interests Cantor expects to permit from time to time). In particular, Cantor expects to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments) Cantor, with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor also expects to grant certain additional exchange rights to Messrs. Amaitis and Lynn.

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

The restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement. Prior to the merger, in the first quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. The number of restricted exchangeable interests to be issued would be determined based on a discount to the eSpeed share price as of the date of such agreement. These agreements further provide that, in the event the merger does not occur by December 31, 2008, the employee will receive a cash payment equal to 110% of the foregone compensation. Such cash payment will be made by the applicable employer or, in the event such employer fails to make payment, the BGC Division. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. Each holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Restricted Exchangeable Units and Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Partner Obligations.

With each exchange, BGC Partners indirect interest in BGC U.S. and BGC Global will proportionately increase, because immediately following an exchange, BGC Holdings will redeem the BGC Holdings unit so acquired for the BGC U.S. limited partnership interest and the BGC Global limited partnership interest underlying such BGC Holdings unit. The acquired BGC U.S. limited partnership interest and BGC Global

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limited partnership interest will be appropriately adjusted to reflect the impact of any losses of the Opcos arising from certain litigation claims (see Information About BGC Partners Business Legal Proceedings ) and the intention of the parties to the BGC Holdings limited partnership agreement for BGC Holdings (and not BGC Partners) to realize the economic benefits and burdens of such litigation matters.

The profit and loss of BGC U.S., BGC Global and BGC Holdings, as the case may be, will generally be allocated based on the total number of BGC U.S. units, BGC Global units and BGC Holdings units, as the case may be, outstanding, other than in the case of certain litigation matters, as described in Related Agreements Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global.

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The following diagram illustrates the expected ownership structure of the Combined Company after the merger. The following diagram does not reflect the various subsidiaries of the Combined Company, BGC U.S., BGC Global, BGC Holdings or Cantor, the proposed issuance of restricted exchangeable interests or the results of any exchange of BGC Holdings exchangeable limited partnership interests or, to the extent applicable, BGC Holdings founding partner interests or BGC Holdings restricted exchangeable interests:



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You should read **Risk Factors**, **Risks Related to the Combined Company's Capital Structure**, **The Merger**, **History, Formation, Separation and Pre-Merger Structure of BGC Partners**, **Related Agreements**, **Description of the Combined Company Capital Stock**, for additional information about the Combined Company's corporate structure and the risks posed by this structure.

### **Background of the Merger**

Cantor and eSpeed have from time to time considered possible strategic alternatives for their respective businesses. As part of their continual review of strategic alternatives, from May 2005 through August 2006, Cantor and the independent directors of eSpeed held a series of discussions regarding a potential combination between Cantor's BGC business and eSpeed. The parties discussed the possible structure of the combined company and the synergies that could be created by the combination, as well as possible valuations for each company; however, the parties did not reach agreement in this period on the terms of a transaction, including with respect to the valuation of the BGC business or a possible purchase price for the acquisition.

From August 2006 to May 2007, Cantor explored the possibility of undertaking an initial public offering of common stock of BGC Partners. During this period, Cantor and its advisors worked to determine the mechanics of the separation of the BGC business from the remainder of Cantor's businesses, and the structure of BGC Partners and its subsidiaries. On February 8, 2007, BGC Partners, the holding company for the BGC business, filed with the SEC a registration statement on Form S-1 (Registration No. 333-140531) for its initial public offering. The registration statement contemplated that the offering would be underwritten by Deutsche Bank Securities, and that the BGC Partners common stock would be listed on the NASDAQ Global Market.

Concurrently with exploring the initial public offering of BGC Partners, Cantor also explored selling a stake in BGC Partners to an investor in a private placement transaction. Cantor and the investor engaged in periodic discussions regarding such a sale between November 2006 and May 2007. No agreement, however, was reached on the terms of a transaction, including with respect to the purchase price for the stake.

In February 2007, Cantor and eSpeed resumed discussions regarding a potential combination between the BGC business and eSpeed. Representatives of Cantor and eSpeed believed that such discussions were warranted in light of changes in the relative business performance of the BGC business and the eSpeed business, and in the market's view of the prospects of their businesses and respective industries. The eSpeed board of directors established a Special Committee that consisted exclusively of eSpeed's independent directors to represent the rights and interests of the holders of eSpeed Class A common stock (other than Cantor and its affiliates). The eSpeed board of directors considered the independence of each of John H. Dalton, Barry M. Gosin, Barry R. Sloane and Albert M. Weis in connection with evaluating each for service on the Special Committee and determined that none of Messrs. Dalton, Gosin, Sloan or Weis had, or was subject to, any interest that, in the opinion of the eSpeed board of directors, would interfere with the exercise by him of his independent judgment as a member of the Special Committee. The eSpeed board of directors unanimously resolved to authorize the Special Committee to exercise the power of the eSpeed board of directors with respect to the evaluation of a potential merger between the BGC business and eSpeed, including the exclusive authority to, among other things:

determine whether the proposed merger is fair to and in the best interest of the holders of eSpeed Class A common stock (other than Cantor and its affiliates);

determine whether eSpeed should consummate the proposed merger;

discuss and negotiate with Cantor and its representatives the terms of the proposed merger and any modifications in the proposed merger or in its implementation deemed to be desirable by the Special Committee;

negotiate any and all definitive agreements with respect to the proposed merger;

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determine conclusively whether the eSpeed board of directors should approve the proposed merger (including the merger agreement) and recommend the proposed merger to the holders of eSpeed Class A common stock (other than Cantor and its affiliates);

review and comment upon any and all documents and other instruments used in connection with the proposed merger, including any and all materials to be filed with the SEC and other governmental and non-governmental persons and entities; and

authorize the issuance of press releases and other public statements that the Special Committee considers appropriate regarding the proposed merger or consideration of the proposed merger after consultation with eSpeed's management and Cantor.

In addition, the eSpeed board of directors authorized the Special Committee to retain, in its sole discretion and at eSpeed's expense, legal counsel and a financial advisor. The Special Committee's mandate did not extend to seeking and evaluating alternatives to the proposed merger.

The Special Committee engaged Sandler O'Neill as its financial advisor. The Special Committee's decision to engage Sandler O'Neill was based on a number of factors, including its reputation and experience in merger and acquisition transactions in the financial services industry, its expertise in serving as financial advisor to Special Committees and the absence of investment banking relationships with Cantor or its affiliates creating concerns about conflicts of interests. The Special Committee engaged Debevoise & Plimpton LLP, which we refer to as Debevoise, as its legal counsel. The Special Committee's decision to engage Debevoise was based on a number of factors, including the reputation and experience of Debevoise in merger and acquisition transactions, its experience in representing Special Committees and the absence of relationships with Cantor or its affiliates creating concerns about conflicts of interests.

On March 1, 2007, the Special Committee and its financial advisor met with Cantor and its legal advisor, Wachtell, Lipton, Rosen & Katz, which we refer to as Wachtell Lipton. At the meeting, Cantor presented to the Special Committee a broad outline of the terms that it proposed for the merger.

On March 20, 2007, the Special Committee met with its legal counsel and financial advisor. A representative from Debevoise reviewed for the Special Committee members the legal standards under Delaware and federal securities law applicable to the merger and the actions of the Special Committee, their fiduciary responsibilities and their responsibilities and the scope of their authority under the resolutions establishing the Special Committee. The Special Committee discussed, among other matters, the strategic rationale for the merger and the terms proposed by Cantor, including the termination of the JSA between Cantor and eSpeed and reviewed the history of the prior discussions regarding a possible transaction between Cantor and eSpeed and the status of the current initial public offering filing by BGC Partners. The Special Committee also discussed that Cantor had informed it that Cantor was engaged in discussions for a possible sale of a stake in BGC Partners to a private investor prior to the completion of a merger. The Special Committee adjourned this organizational meeting to attend a meeting with Cantor's management and Wachtell Lipton.

Immediately following this organizational meeting, the Special Committee and its legal counsel and financial advisor met with Howard W. Lutnick, who is the Chairman, Chief Executive Officer and President of eSpeed, the Chairman of the Board and Chief Executive Officer of Cantor and President and the controlling stockholder of CFGM, Cantor's managing general partner, Stephen M. Merkel, who is the Executive Vice President, General Counsel and Secretary of eSpeed and Executive Managing Director, General Counsel and Secretary of Cantor, and other representatives from Cantor, as well as representatives from Wachtell Lipton. Mr. Lutnick made a presentation to the Special Committee regarding the strategic rationale for and the proposed basic terms of the merger, as well as Cantor's consideration of an initial public offering of BGC Partners common stock. Mr. Lutnick discussed the original reasons for separating the eSpeed and BGC businesses; the current relationship between eSpeed and the BGC business; the effect on management resulting from incentive compensation tied to the performance of the eSpeed and BGC businesses; potential cost savings from combining

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these businesses; the projected revenue mix of the Combined Company; and the continued migration toward electronic trading. Mr. Lutnick also discussed Cantor's expectations in respect of the Combined Company's competitive position. Mr. Lutnick answered questions from the Special Committee and its advisors regarding the merger, including questions regarding the proposed senior management team and governance of the Combined Company, the potential initial public offering of BGC Partners common stock and the proposed investment by a private equity firm in BGC Partners.

Following these meetings, the Special Committee's legal counsel and financial advisor began to conduct a due diligence review of the BGC business.

On March 23, 2007, the Special Committee met telephonically with its legal counsel and financial advisor to receive an update on the status of Sandler O'Neill's financial analysis of the merger and financial due diligence investigation of BGC Partners, including the status of the financial advisor's information requests and Cantor's proposal as to valuations of BGC Partners and of eSpeed for purposes of the proposed merger. The Special Committee also reviewed, among other matters, the status of Cantor's negotiations regarding the proposed terms of the proposed merger between eSpeed and BGC Partners and the status of Cantor's negotiations for a possible sale of a stake in BGC Partners to a private investor.

On April 5, 2007, the Special Committee met telephonically with its financial and legal advisors to discuss Cantor's proposed terms for the merger. At the conclusion of this meeting, the Special Committee directed Debevoise to communicate with Cantor regarding the Special Committee's views of the proposed terms.

On April 10, 2007, Tullett Prebon plc, which we refer to as Tullett, sent a letter to eSpeed about a non-binding indication of interest by Tullett to acquire all of the outstanding shares of eSpeed Class A common stock for \$12 per share, which proposal was expressly conditioned on (1) an agreement by Cantor to convert all of its eSpeed Class B common stock into eSpeed Class A common stock; and (2) the termination at immaterial cost or adjustment to arm's length terms of eSpeed's arrangements with its affiliates, including those with Cantor.

The Special Committee and its financial and legal advisors met with representatives of Cantor and Wachtell Lipton on April 12, 2007 to discuss the issues regarding the proposed terms for the merger, and to discuss Tullett's letter to the eSpeed board of directors proposing to acquire all of the outstanding shares of eSpeed Class A common stock. The Special Committee discussed with Cantor's representatives various issues regarding Cantor's proposed terms for the merger. A representative of Cantor's management discussed the Tullett proposal, noting that Tullett's proposed transaction was subject to a number of conditions, including a condition that Cantor waive its revenue sharing agreement with eSpeed and its market data rights without any compensation to Cantor. The Cantor representative stated that Cantor was not interested in selling its controlling interest in eSpeed on the terms set forth in the Tullett letter. After further discussion, the Special Committee recommended that the full eSpeed board of directors meet to evaluate the Tullett letter and consider a possible response.

The following day, on April 13, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to further discuss the proposed terms of the merger and Cantor's response to the issues raised by the Special Committee. The Special Committee also discussed, among other matters, Cantor's ongoing negotiations regarding the possibility of selling a stake in BGC Partners to a private investor and the Tullett proposal.

On April 16, 2007, the eSpeed board of directors convened to discuss, among other things, the Tullett proposal. The eSpeed board of directors discussed the fact that Cantor management noted that it was not interested in selling its controlling interest in eSpeed on the terms set forth in the Tullett letter, which required, among other things, the conversion of the eSpeed Class B common stock held by Cantor into eSpeed Class A common stock and the termination of certain arrangements between Cantor and eSpeed at no cost or immaterial

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cost to eSpeed. Because Tullett's proposal was expressly conditioned on such actions, and neither eSpeed nor the eSpeed board of directors could satisfy these conditions without the consent of Cantor, the eSpeed board of directors determined that it was not in a position to pursue the Tullett proposal. Following the board meeting, Mr. Merkel, as Secretary of eSpeed and on behalf of the eSpeed board of directors, sent a letter to Tullett notifying them of this determination.

On April 16 and 17, 2007, the Special Committee, together with its legal counsel and financial advisor, held telephonic meetings with representatives of Cantor. The Special Committee's financial advisor discussed with the Cantor representatives certain financial information needed to advance its financial analysis. The Special Committee also discussed, among other matters, the status of ongoing negotiations related to the proposed terms of the merger with BGC Partners and the status of Cantor's negotiations for a possible sale of a stake in BGC Partners to a private investor. After each meeting, the Special Committee convened separately to continue its discussion of the proposed merger between eSpeed and BGC Partners.

On April 18 and 20, 2007, Tullett sent letters addressed to eSpeed and to the holders of eSpeed Class A common stock, respectively, requesting reconsideration of its proposal.

On April 19, 2007, Mr. Merkel, as Secretary of eSpeed and on behalf of the eSpeed board of directors, sent a letter to Tullett stating that Cantor had informed the eSpeed board of directors that it was not interested in selling its controlling interest in eSpeed or terminating agreements with eSpeed on the terms proposed by Tullett.

On May 3, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to discuss the status of Sandler O'Neill's due diligence investigation of the BGC business, as well as the revised terms for the proposed merger reflecting prior discussions, including improvements made from the Special Committee's perspective from earlier terms. At this meeting, Sandler O'Neill informed the Special Committee that it had been informed by Cantor that discussions had been terminated with the private investor with whom Cantor had been discussing the possibility of selling a stake in BGC Partners.

On May 8, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting at which Sandler O'Neill presented its preliminary financial analysis of the merger. The Special Committee also discussed a proposed provision requiring the Combined Company to purchase \$60 million of equity from certain officers in connection with the closing of the merger. Members of the Special Committee and the representatives of the Special Committee's financial advisor discussed, among other matters, the prospects for eSpeed as a stand-alone company and as a part of the Combined Company. Sandler O'Neill discussed with the Special Committee various justifications for an improved exchange ratio, including the possibility of reducing investments in new products to improve near-term profitability and the concept that a primarily electronic brokerage business should command a higher multiple than a primarily voice brokerage business. The Special Committee instructed its advisors to attempt to negotiate for an improved exchange ratio and for additional improvements in the transaction terms.

On May 9, 2007, the Special Committee and its legal counsel and financial advisor met with representatives of Cantor and Wachtell Lipton to continue negotiations of the terms of the proposed merger. At this meeting, the Special Committee sought to negotiate the terms of the merger proposed by Cantor, including with respect to the financial terms of the proposed merger; the terms that would govern the ongoing relationship between the Combined Company and Cantor following the merger, including as to shared services; Cantor's ability to obtain market data from the Combined Company; Cantor's use of inter-dealer brokerage services from the Combined Company and allocation of corporate opportunities; the compensation of the Combined Company's executives; the terms under which Cantor would have pre-emptive rights to make additional investments in the Combined Company; the proposed post-merger indemnification provisions; Cantor's proposed right to repurchase founding partners' interests in BGC Holdings under certain circumstances; the proposed treatment of transaction expenses; and the required approvals to complete the merger. In addition, at this meeting, Sandler O'Neill provided a valuation presentation as part of its negotiation to improve the exchange ratio proposed by Cantor. Following

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these negotiations, Cantor and the Special Committee agreed to proceed along the basis of an increased exchange ratio equal to 134.5 million shares of eSpeed common stock (on an as-converted basis), and agreed that this was an implied value for eSpeed common stock equal to \$9.75 per share and a total implied value for BGC Partners of \$1.3 billion.

On May 15, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to discuss how to respond to the outstanding business and legal issues in respect of the proposed merger.

On May 17, 2007, the Special Committee and its legal counsel and financial advisor met with representatives of Cantor and Wachtell Lipton to continue negotiations of the terms of the proposed merger. At this meeting, representatives of Cantor and the Special Committee conducted negotiations of, among other matters, the terms under which Cantor would have the right to repurchase working partners interests in BGC Holdings; the terms of the post-merger indemnification to be provided by Cantor; the treatment of transaction expenses; and the required approvals to complete the merger.

Following this meeting, Cantor and its advisors and the Special Committee's legal advisors continued to negotiate the terms of the merger agreement and the principal transaction documents. The Special Committee's legal and financial advisors also continued their due diligence investigation of the BGC business.

On May 22, 2007, the Special Committee and its legal counsel and financial advisor met with representatives of Cantor and Wachtell Lipton to continue negotiations of the terms of the proposed merger. At this meeting, representatives of Cantor and the Special Committee conducted negotiations of, among other matters, the terms under which Cantor would have the right to repurchase working partners interests in BGC Holdings; the terms of the post-merger indemnification to be provided by Cantor; Cantor's desire for a most favored nations provision with respect to inter-dealer brokerage services; the post-merger availability of certain technology to Cantor; and the required approvals to complete the merger. Although the parties resolved many of these open business and legal issues at this meeting, open issues remained, including with respect to the applicable limits on the post-closing indemnification obligations of Cantor, the right of Cantor to use certain technology of the Combined Company after the merger and the required approvals to complete the merger.

On May 23, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to review the status of the merger negotiations, to review the remaining business and legal issues and to formulate a response to such issues. In addition, Debevoise updated the Special Committee regarding its due diligence investigation of the BGC business.

The following evening, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to discuss further the status of the merger negotiations. At this meeting, a representative of the Special Committee's legal counsel reviewed the progress that had been made in negotiating the principal transaction documents and discussed the principal remaining open issues with respect to the merger agreement, including with respect to the applicable limits on the post-closing indemnification obligations of Cantor, the right of Cantor to use certain technology of the Combined Company after the merger and the required approvals to complete the merger.

Thereafter, the Special Committee's legal counsel and financial advisor continued to negotiate the terms of the merger agreement and the principal transaction documents with Cantor and Wachtell Lipton.

On May 28, 2007, the Special Committee and its legal counsel and financial advisor held a telephonic meeting to discuss the open issues with respect to the merger agreement and the principal transaction documents.

On May 29, 2007, the Special Committee and its legal counsel and financial advisor met at the offices of Debevoise to consider the final terms of the merger proposal. At that meeting, the Special Committee's legal counsel reviewed the legal standards applicable to the Special Committee's consideration of the merger and the

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Special Committee's mandate from the eSpeed board of directors. The Special Committee's legal counsel then reviewed the terms of the merger agreement and other principal transaction documents contemplated in connection with the merger, including certain changes reflecting recent negotiations between the Special Committee's advisors and Cantor. A representative from Sandler O'Neill reviewed the key financial terms of the merger and discussed the proposed merger consideration as well as the public's percentage ownership of the Combined Company from an economic and voting perspective. The Sandler O'Neill representative also discussed the implied value of BGC Partners and noted that the Combined Company would assume \$150 million of BGC Partners' debt (\$50 million less than in the original proposal). The representatives from Sandler O'Neill also delivered the presentation described under Proposal 1 The Merger Opinion of Financial Advisor to the Special Committee, and delivered an opinion that the exchange ratios in the merger were fair to the holders of eSpeed Class A common stock, other than Cantor and its affiliates, from a financial point of view. After considering the terms of the merger agreement proposal and the principal transaction documents, the presentation of Sandler O'Neill and the other factors described under Proposal 1 The Merger Reasons for the Merger; Recommendation of the Merger by the Special Committee and the Board of Directors of eSpeed, the Special Committee determined that the merger agreement was advisable, and fair to and in the best interests of, the holders of eSpeed Class A common stock (other than Cantor and its affiliates). The Special Committee recommended that the eSpeed board of directors approve the form, terms and provisions of the merger agreement and the transactions contemplated by the merger agreement.

Following the conclusion of the meeting of the Special Committee, the eSpeed board of directors met, and upon the Special Committee's recommendation, unanimously approved the merger agreement and the principal transaction documents contemplated by the merger agreement and recommended that the eSpeed stockholders adopt the merger agreement.

On May 29, 2007, the BGC Partners board of directors, by unanimous written consent, approved the merger agreement and the transactions contemplated by the merger agreement (including the merger) and determined that the merger and the transactions contemplated by the merger agreement were fair to, advisable and in the best interests of BGC Partners and its stockholders. On the same date, Cantor, BGC U.S., BGC Global and BGC Holdings, and each of their respective general partners or managers, as the case may be, each approved the merger agreement and the transactions contemplated by the merger agreement, including the merger.

On May 29, 2007, BGC Partners, Cantor, eSpeed, BGC U.S., BGC Global and BGC Holdings executed the merger agreement, and BGC Partners and eSpeed issued a joint press release announcing the execution of the merger agreement.

As a consequence of entering into the merger agreement, BGC Partners filed a letter with the SEC on June 6, 2007 withdrawing the proposed initial public offering of its common stock contemplated by its registration statement on Form S-1 filed with the SEC on February 8, 2007.

On August 3, 2007, Cantor, eSpeed and the Special Committee and their respective legal advisors held a telephonic meeting to discuss a possible amendment to the merger agreement and related transaction agreements, implemented for, among other reasons, accounting and tax reasons. They also discussed the progress of the preparation of the proxy statement for the merger and related pro forma financial information.

On August 7, 2007, the Special Committee and its legal advisors held a telephonic meeting to discuss certain proposed amendment to the merger agreement and related transaction agreements. The Special Committee determined that certain proposed amendments to the merger agreement and related transaction agreements were fair to and in the best interests of, the holders of eSpeed Class A common stock (other than Cantor and its affiliates). The Special Committee therefore recommended that the eSpeed board of directors approve the amendments. Following the conclusion of the Special Committee meeting, the eSpeed board of directors met, and upon the Special Committee's recommendation, unanimously approved certain amendments to the merger agreement and related transaction agreements.

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On September 10, 2007, the Special Committee and its legal advisors, BGC, Cantor and eSpeed and their respective legal advisors held a meeting to discuss a proposed amendment to the merger agreement to remove a certain business line from the proposed Combined Company prior to the merger and to discuss the provision by BGC of certain parent guarantees and credit instruments with customers which would be assumed by the Combined Company at the closing of the merger. Following the conclusion of the discussion, the Special Committee unanimously approved these proposals.

At a meeting of the Special Committee held on October 16, 2007, it was announced that Mr. Gosin had resigned from the Special Committee, the audit committee and the compensation committee earlier that day.

On October 16, 2007, the members of the Special Committee, as well as the compensation committee and the audit committee, together with the Special Committee legal advisors, BGC, Cantor and eSpeed and their respective legal advisors, held a meeting to discuss a proposed amendment to the merger agreement and the related documents to provide for the creation of a new class of partnership units at BGC Holdings, in order to make certain partnership grants to employees prior to the closing of the merger in addition to certain restricted stock unit grants which had been previously authorized. The Special Committee met later that day with the Special Committee's legal advisors to further discuss the proposed amendments. On October 25, 2007, the Special Committee met with their legal advisors to further discuss the proposed amendments, as well as an extension of the termination date of the merger to April 30, 2008. Following the conclusion of the discussion, the Special Committee approved such proposed amendments to the merger agreement and related transaction agreements as well as the extension of the termination date to April 30, 2008.

On November 2, 2007, the Special Committee and its legal advisors, BGC, Cantor and eSpeed held a meeting to discuss the independent auditors' review of the preliminary proxy and the timing of the proxy filing.

On November 5, 2007, BGC Partners, Cantor, eSpeed, BGC U.S., BGC Global and BGC Holdings amended the merger agreement to provide that, at the election of Cantor, the Class B BGC Partners units could be converted in the merger into Combined Company Class A common stock instead of Combined Company Class B common stock, to consent to the grant of rights to receive restricted exchangeable interests and to provide that on and after the effective time of the merger, the holders of restricted exchangeable interests will have the right to exchange such restricted exchangeable interests with the Surviving Corporation for Surviving Corporation Class A common stock on the terms and subject to the conditions set forth in the BGC Holdings limited partnership agreement and to consent to the grant of BGC Partners restricted stock units and which shall be exchangeable with the Surviving Corporation for Surviving Corporation Class A common stock in accordance with the terms and subject to the conditions set forth in the BGC Partners Long Term Incentive Plan. The amendment to the merger agreement also included revised forms of the separation agreement, the amended and restated limited partnership agreement of BGC Holdings, the amended and restated limited partnership agreement of BGC U.S., the amended and restated limited partnership agreement of BGC Global and the amended and restated certificate of incorporation of the Combined Company.

## **Reasons for the Merger; Recommendation of the Merger by the Special Committee and the eSpeed Board of Directors**

The eSpeed board of directors established a special committee consisting of eSpeed's four independent directors, Albert M. Weis, John H. Dalton, Barry M. Gosin and Barry R. Sloane, which we refer to as the Special Committee, to consider the advisability of the merger, to negotiate the terms and price and definitive agreements in respect of such merger and to make a recommendation to the eSpeed board of directors. The Special Committee retained Sandler O'Neill as its financial advisor and Debevoise as its legal counsel. Mr. Gosin resigned from the Special Committee in October 2007. The Special Committee oversaw the performance of financial and legal due diligence by its advisors, reviewed and evaluated Cantor's proposal of a transaction with BGC Partners and conducted negotiations with Cantor and its representatives with respect to the merger agreement and the related agreements.

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The Special Committee, by a unanimous vote, at a meeting held on May 29, 2007, determined that the merger agreement and the transactions contemplated by the merger agreement, including the merger, are fair to, advisable and in the best interests of the Company and the holders of eSpeed Class A common stock (other than Cantor and its affiliates). In addition, the Special Committee recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommended that the Company's common stockholders vote in favor of the adoption of the merger agreement and the transactions contemplated thereby. In reaching its conclusion, the Special Committee consulted with its financial and legal advisors, considered eSpeed's prospects, including the uncertainties and risks facing it, considered the prospects of BGC Partners and considered the interests of the holders of eSpeed Class A common stock (other than Cantor and its affiliates).

*Expected Benefits of the Merger.* In determining that the merger agreement and the transactions contemplated thereby, including the merger, are fair to, advisable and in the best interests of the Company and the holders of eSpeed Class A common stock (other than Cantor and its affiliates), and in reaching its decision to recommend that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, the Special Committee considered a variety of factors that it believed weighed favorably towards the merger, including the following material factors (which are not listed in any relative order of importance):

*Financial Terms of the Merger.* The Special Committee believes that the merger with BGC Partners provides the holders of Company Class A common stock with an attractive valuation for their interests in the Company. In the merger, the shares of Company Class A common stock are being valued at \$9.75 per share, a 6.1% premium to the closing price of the Class A common stock on May 29, 2007, the last trading day prior to the announcement of the merger. The Special Committee considered presentations by and analyses of Sandler O'Neill, and Sandler O'Neill's opinion that, as of May 29, 2007, the date of the opinion, and based upon and subject to the factors, assumptions and qualifications set forth in Sandler O'Neill's opinion, the Exchange Ratios (as defined below in Opinion of Financial Advisor to the Special Committee Summary of Proposal) are fair to the holders of eSpeed Class A common stock, other than Cantor and its affiliates, from a financial point of view.

*Challenges Facing the Company.* The Special Committee believes that the Company faces several challenges in its effort to increase stockholder value as an independent publicly traded company. In particular, the Special Committee believes that the Company's prospects for growth as a stand-alone company are constrained by declines in the Company's traditional revenue sources resulting from the imposition of price caps by customers, the expiration of the Company's major patent, the expected continued migration towards electronic trading leading to increased compensation and pricing pressures and other risks relating to the Company's performance, both in the short- and long term.

The Special Committee believes that, following the merger, the Company will be a stronger, more competitive company, with a superior mix of products and services.

*Prospects of BGC Partners.* The Special Committee considered the performance and prospects of BGC Partners, including the improvement over the course of the prior year in such performance and prospects, in light of the implied valuation of BGC Partners in the merger.

*Financial Benefits.* The Special Committee believes that the Company will enjoy synergies and revenue enhancements from a combination with BGC Partners, including cost savings which the Company estimates will reach \$10 million annually and which are expected to come from, among other things:

reducing expenses for development of non-core products;

rationalizing client coverage by sales representatives and brokers;





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reducing technology infrastructure costs;

eliminating duplicative staff and functions; and

other economies of scale.

Revenue enhancements are expected to result from the Combined Company's opportunity to accelerate the provision of fully electronic brokerage services. In addition, the JSA will terminate upon the completion of the merger, freeing the Company from the administrative burdens of managing that arrangement.

*Continuation of Interest.* Because the holders of Company Class A common stock will retain such shares in the Combined Company, entitling them to 40.6% of the economic and 11.2% of the voting ownership (based on the outstanding shares of eSpeed on September 30, 2007), the Company's stockholders will participate in the future earnings and growth of the Combined Company and will benefit from any appreciation in value of the Combined Company, including value arising from the potential success of the merger.

*Certain Provisions of the Merger Agreement and the Related Agreements.* The Special Committee considered the terms and conditions of the merger agreement and the related agreements, including the requirement that Cantor vote in favor of the adoption of the merger agreement and the transactions contemplated thereby so long as each of the eSpeed board of directors and the Special Committee recommends in favor of such adoption; the indemnification protections, including the limited indemnification provisions in respect of certain matters; and the requirement that, at the closing of the merger, estimated net equity be at least \$146.5 million, estimated net cash be at least \$25 million and estimated indebtedness be no more than \$150 million and the post-closing of the merger true-up mechanism in respect of net equity and net cash. The Special Committee believes that the terms of the merger agreement and the related agreements were reasonable and were the product of arm's length negotiations between the Special Committee and its financial and legal advisors, on the one hand, and BGC Partners and its advisors, on the other hand. The Special Committee also considered the improvements to the terms of the merger agreement and the related agreements that were negotiated under the direction of the Special Committee.

*Alignment of Management Interests.* The Special Committee believes that the merger will better align the interests of the officers of Cantor, BGC Partners and the Company and will result in an increased management focus, which will benefit the Combined Company.

*Other Material Factors Considered.* During the course of its deliberations relating to the merger agreement and the merger, the Special Committee considered the following factors in addition to the benefits described above:

*Intentions of the Controlling Stockholder.* Cantor, the Company's controlling stockholder, made both public and private statements to the Special Committee that a merger with BGC Partners was the only strategic transaction available at the time in respect of its Company shares that it supported. Therefore, the Special Committee believed that no other transaction with a third party could be consummated at this time. The Special Committee also considered the proposal received from Tullett Prebon plc, as described in the Proposal 1 The Merger Background of the Merger section of this proxy statement, and concluded that the proposal was not capable of consummation given Cantor's position.

*Expected Impact of the Announcement of the Merger in the Market and on Business Operations.* The possible stock market reaction to the merger, and the expected impact of the merger on the Company's business operations and on its stockholders, suppliers, creditors, customers and employees.

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*Due Diligence.* The Special Committee considered the results of the due diligence investigations of BGC Partners and the contributed assets by the Special Committee's financial and legal advisors, which were consistent with the expectations of the Special Committee with respect to the strategic and financial benefits of the merger.

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The Special Committee weighed these factors against a number of other material factors identified in its deliberations as potentially weighing negatively against the merger, including the following factors (which are not listed in any relative order of importance):

the risk of not realizing all the anticipated cost savings and revenue enhancements following the merger;

the challenges inherent in the operation of the businesses of the Company in conjunction with those of BGC Partners following the merger and the possible diversion of management attention for an extended period of time;

the transaction costs associated with the merger and costs relating to the operation of the businesses of the Company in conjunction with those of BGC Partners following the merger;

the risk of liabilities associated with the BGC business, including certain regulatory and litigation matters and other contingent liabilities;

the continuing role of Cantor as controlling stockholder and the known and potential conflicts of interests of certain of the directors and executive officers of the Combined Company who will be directors and/or officers of both Cantor and the Combined Company and will hold equity in one or both entities;

certain terms of the merger agreement and the related agreements, including the absence of indemnity protection against certain contingent liabilities; the restrictions on the conduct of the Company's business prior to the completion of the merger (which require the Company to conduct its business in the ordinary course consistent with past practice, subject to specific limitations, which may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the merger); and the terms of the proposed tax receivable agreement;

that the merger is not subject to a vote by the holders of a majority of the shares of Company Class A common stock other than those held by Cantor and its affiliates;

the possibility that the merger might not be consummated despite the parties' efforts or that the closing of the merger may be unduly delayed; and

the fact that the Company Class A common stock had traded in the past at prices in excess of \$9.75 per share.

In the course of reaching its decision to recommend that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, the Special Committee did not consider the liquidation value of the Company's assets because it considered the Company to be a viable going concern and viewed the trading history of eSpeed common stock as an indication of its value as such. The Special Committee believed that the liquidation value would be significantly lower than the Company's value as a viable going concern and that, due to the fact that the merger contemplates that the Company would continue as a going concern, the liquidation value would be irrelevant to a determination as to whether the merger is fair to the holders of eSpeed Class A common stock (other than Cantor and its affiliates).

After consideration of these material factors, the Special Committee determined that these risks could be mitigated or managed by the Company or BGC Partners or, following the merger, by the Combined Company, were reasonably acceptable under the circumstances, or, in light of the anticipated benefits, and that, overall, these risks were significantly outweighed by the potential benefits of the merger.

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The foregoing discussion of the information and factors considered by the Special Committee includes all of the material positive and negative factors considered by the Special Committee, but it is not intended to be exhaustive and may not include all of the factors considered by the Special Committee. In view of the wide

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variety of factors considered by the Special Committee, the Special Committee did not find it practicable to, and did not, quantify or otherwise assign relative or specific weights to the foregoing factors in reaching its conclusion. Rather, the Special Committee recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, and recommends that the holders of Company Class A common stock vote in favor of adoption of the merger agreement and the transactions contemplated thereby based upon the totality of the information presented to and factors considered by it. In addition, individual members of the Special Committee may have given differing weights to different factors and may have viewed some factors more positively or negatively than others. It should be noted that this explanation of the reasoning of the Special Committee and certain information presented in this section is forward-looking in nature, and, therefore, that information should be read in light of the factors discussed in the Forward-Looking Statements section of this proxy statement.

**Certain Projections**

After the merger, the Combined Company will not as a matter of course make public projections as to its future performance or earnings. However, in connection with the discussions concerning the proposed transaction, the managements of BGC Partners and eSpeed furnished to the Special Committee and its representatives and advisors certain information that was not publicly available, including certain projected financial data constituting the strategic plan for the fiscal years 2007 to 2010 for BGC Partners, eSpeed and the Combined Company. These projections include the following forecasts of Total Revenues (which we define as total revenues excluding interest income) and EBIT (which we define as earnings before interest income, interest expense and taxes) for BGC Partners, eSpeed and the Combined Company and forecasts of net income for eSpeed:

**Projected Financial Results**

	2007	2008	2009	2010
	(amounts in millions)			
<b>BGC Partners</b>				
Total Revenues	\$ 901.9	\$ 1,025.3	\$ 1,131.7	\$ 1,250.1
EBIT (1)	\$ 97.7	\$ 140.6	\$ 169.1	\$ 204.3
<b>eSpeed</b>				
Total Revenues	\$ 142.7	\$ 154.9	\$ 164.8	\$ 179.1
EBIT (2)	\$ (9.7)	\$ (5.3)	\$ (1.2)	\$ 5.0
Net income (2)	\$ 2.4	\$ 4.8	\$ 6.3	\$ 10.6
<b>Combined Company</b>				
Total Revenues (3)		\$ 1,122.0	\$ 1,234.5	\$ 1,355.9
EBIT (1)		\$ 143.8	\$ 184.2	\$ 225.6

(1) The projections were prepared on the same basis as the net income for fully diluted earnings per share reflected in the pro forma combined statement of operations, included in this proxy statement, such that all earnings attributable to the non-controlling Cantor and the founding partners interest are reflected in the calculation of EBIT.

(2) eSpeed projected EBIT and net income are based on operating earnings, which exclude certain non-operating charges, such as certain charitable contributions, impairment charges and patent litigation costs.

(3) The projections for the Combined Company reflect reductions in total revenue of approximately \$61 million, \$70 million and \$81 million in 2008, 2009 and 2010, respectively, for amounts that have historically been associated with revenue sharing transactions between BGC Partners and eSpeed which will be eliminated upon consolidation as a result of the merger. Additionally, the Combined Company's Total Revenues and EBIT include the impact of revenue enhancements of \$2.5 million in 2008 and \$7.5 million in 2009 and 2010. The Combined Company's EBIT includes \$10 million of expected cost savings in 2008, 2009 and 2010.

The projections for BGC Partners were prepared on a desk and region basis. Revenues for the three-year period from 2007 to 2010 are projected to grow at a compounded average annual growth rate (which we refer to as CAGR) of approximately 11%. The desk level CAGR for Credit, Rates and Foreign Exchange desks for the three-year period 2007-2010 were projected to be 14%, 10% and 10%, respectively. These growth rates are

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slightly higher than the overall industry projections driven by higher than average growth rate assumptions for the Combined Company's credit derivatives and emerging market businesses. The projections for eSpeed show revenue CAGR for the three-year period from 2007 to 2010 of 8%.

The projections referred to above were not prepared with a view toward public disclosure, and are included in this proxy statement only because such information was made available to the Special Committee and its representatives and advisors. The projections were developed by the managements of BGC Partners and eSpeed based on their expectations for revenue and earnings using a range of assumptions for operating and market conditions. The projections were prepared for purposes of engaging in discussions with respect to the transactions with the Special Committee and its representatives and advisors. The projections were not prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information or U.S. GAAP. The prospective financial information, in the view of the managements of BGC Partners and eSpeed, was prepared on a reasonable basis and reflects the best currently available estimates and judgments, and presents, to the best of managements knowledge and belief, the expected course of action and the expected future financial performance of the Combined Company. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this proxy statement are cautioned not to place undue reliance on the prospective financial information. Neither eSpeed's independent auditors, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the projections included in this proxy statement, nor have they or any other independent auditors expressed any opinion or given any form of assurance on such information or its achievability and eSpeed's independent auditors assume no responsibility for, and, disclaim any association with, the prospective information. The projections are included in this proxy statement to give the stockholders of eSpeed access to information that was not publicly available and that the managements of BGC Partners and eSpeed provided to the Special Committee and its representatives and advisors.

The projections are not guarantees of performance. The projections are forward-looking statements that are subject to a number of risks, uncertainties and assumptions and should be read with caution. See *Forward-Looking Statements*. The projections are subjective in many respects and thus susceptible to interpretation and periodic revision based on actual experience and recent developments. While presented with numeric specificity, the projections reflect numerous assumptions made by the managements of BGC Partners and eSpeed with respect to industry performance, general business, economic, market and financial conditions and other matters, including assumed interest rates and effective tax rates consistent with historical levels, all of which are difficult to predict, many of which will be beyond the control of the Combined Company and none of which were subject to approval by the Special Committee. Accordingly, there can be no assurance that the assumptions made in preparing the projections or the projections themselves will prove accurate. You should not place undue reliance on the projections contained in this proxy statement. Actual results can be materially greater or less than the projections. The managements of BGC Partners and eSpeed do not intend to make publicly available any update or other revisions to the projections to reflect circumstances existing after the date of the preparation of the projections or the occurrence of future events even in the event that any or all of the assumptions are shown to be in error.

**Opinion of Financial Advisor to the Special Committee**

By letter dated February 21, 2007, Sandler O'Neill was retained to act as financial advisor to the Special Committee in connection with a possible business combination involving eSpeed and BGC Partners. Sandler O'Neill is a nationally recognized investment banking firm. In the ordinary course of its investment banking business, Sandler O'Neill is regularly engaged in the valuation of financial services companies and their securities in connection with mergers and acquisitions and other corporate transactions.

Sandler O'Neill acted as financial advisor to the Special Committee in connection with the proposed transaction and participated in certain of the negotiations leading to the execution of the merger agreement on

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May 29, 2007. At the May 29, 2007 meeting at which the Special Committee recommended that the eSpeed board of directors approve the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, Sandler O Neill delivered to the Special Committee its oral opinion, and confirmed in writing that day, that, as of such date, the Exchange Ratios (as defined below in Summary of Proposal ) were fair from a financial point of view to the holders of eSpeed Class A common stock (other than Cantor and its affiliates). **The full text of Sandler O Neill s opinion is attached to this proxy statement as Annex J. The opinion outlines the procedures followed, assumptions made, matters considered and qualifications and limitations on the review undertaken by Sandler O Neill in rendering its opinion. The description of the opinion set forth below is qualified in its entirety by reference to the opinion. eSpeed s stockholders are urged to read the entire opinion carefully in connection with their consideration of the proposed merger.**

**Sandler O Neill s opinion speaks only as of the date of the opinion. The opinion was directed to the Special Committee and is directed only to the fairness of the Exchange Ratios to the holders of eSpeed Class A common stock, other than Cantor and its affiliates. It does not address the underlying business decision of eSpeed to engage in the merger or any other aspect of the merger and is not a recommendation to any eSpeed stockholder as to how such stockholder should vote at the special meeting with respect to the merger or any other matter.**

In connection with rendering its May 29, 2007 opinion, Sandler O Neill reviewed and considered, among other things:

- (1) the merger agreement, including all schedules thereto;
- (2) a form of the separation agreement to be entered into by and among Cantor, BGC Partners, BGC U.S., BGC Global and BGC Holdings, including all schedules thereto;
- (3) a form of the registration rights agreement to be entered into by and between Cantor and BGC Partners;
- (4) a form of the administrative services agreement to be entered into by and between Cantor and BGC Partners;
- (5) a form of the administrative services agreement to be entered into by and among Tower Bridge, BGCI and Cantor;
- (6) a form of the Agreement of Limited Partnership of BGC U.S., as proposed to be amended and restated;
- (7) a form of the Agreement of Limited Partnership of BGC Global, as proposed to be amended and restated;
- (8) a form of the BGC Holdings Participation Plan;
- (9) the term sheet related to the tax receivable agreement to be entered into between eSpeed and Cantor;
- (10) certain publicly available financial statements and other historical financial information of eSpeed that it deemed relevant;
- (11) certain audited, unaudited and pro forma financial statements and other historical financial information of BGC Partners that it deemed relevant;



- (12) internal financial projections for eSpeed for the years ending December 31, 2007 through 2010, as provided by management of eSpeed;
- (13) internal financial projections for BGC Partners for the years ending December 31, 2007 through 2010, as provided by management of BGC Partners;

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- (14) internal financial projections of the pro forma financial impact of the merger on eSpeed, based on assumptions relating to transaction expenses, accounting adjustments, synergies, cost savings and revenue enhancements prepared by the senior managements of eSpeed and BGC Partners;
- (15) the publicly reported historical price and trading activity for eSpeed common stock, including a comparison of certain financial and stock market information for eSpeed with similar publicly available information for certain other companies the securities of which are publicly traded;
- (16) the financial terms of certain recent business combinations in the inter-dealer broker market, to the extent publicly available;
- (17) the current market environment generally and the inter-dealer broker market in particular; and
- (18) such other information, financial studies, analyses and investigations and financial, economic and market criteria as Sandler O Neill considered relevant.

Sandler O Neill also discussed with certain members of the senior managements of eSpeed and BGC Partners the business, financial condition, results of operations and prospects of eSpeed and BGC Partners, respectively, and the prospects of the Combined Company resulting from the merger.

In performing its reviews and analyses and in rendering its opinion, Sandler O Neill relied upon the accuracy and completeness of all the financial and other information that was available to it from public sources, that was provided to it by eSpeed, BGC Partners and Cantor or their respective representatives or that was otherwise reviewed by it, and has assumed such accuracy and completeness for purposes of rendering its opinion. Sandler O Neill further relied on the assurances of the management of each of eSpeed, BGC Partners and Cantor that they are not aware of any facts or circumstances that would make any of such information inaccurate or misleading. Sandler O Neill was not asked to undertake, and did not undertake, an independent verification of any of such information and Sandler O Neill did not assume any responsibility or liability for the accuracy or completeness thereof. Sandler O Neill did not make an independent evaluation or appraisal of the specific assets, the collateral securing the assets or the liabilities (contingent or otherwise) of eSpeed, BGC Partners and Cantor or any of their subsidiaries, or the collectibility of any such assets, nor has Sandler O Neill been furnished with any such evaluations or appraisals.

With respect to the financial projections for eSpeed and BGC Partners, provided by the senior managements of eSpeed and BGC Partners and used by Sandler O Neill in its analysis, eSpeed's and BGC Partners' managements confirmed to Sandler O Neill that they reflected the best currently available projections of the future financial performance of eSpeed and BGC Partners, respectively. All projections of the pro forma impact of transaction costs, accounting adjustments, synergies, cost savings and revenue enhancements related to the merger were provided by and reviewed with senior managements of eSpeed and BGC Partners and eSpeed's and BGC Partners' managements confirmed to Sandler O Neill that those projections reflected the best currently available estimates and judgments of management. Sandler O Neill assumed that the financial performances reflected in all estimates and projections used by it in its analyses would be achieved. Sandler O Neill expressed no opinion as to such estimates and projections or the assumptions on which they were based. Sandler O Neill also assumed that there has been no material change in the assets, financial condition, results of operations, business or prospects of eSpeed or BGC Partners since the date of the last financial statements made available to it and that eSpeed and BGC Partners will remain as going concerns for all periods relevant to the analyses.

Sandler O Neill assumed that the merger agreement and all related agreements will be valid, binding and enforceable agreements with respect to all of the parties to such agreements, that all of the representations and warranties contained in the merger agreement and all related agreements will be true and correct in accordance with the terms of such agreement, that each party to such agreements will perform all of the covenants required to be performed by such party under the agreements, that the conditions precedent in the merger agreement will not be waived, that the merger will be a tax-free reorganization for federal income tax purposes and that the merger will be accounted for as a combination of entities under common control. Finally, with the consent of the

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Special Committee, Sandler O'Neill relied upon the advice the Special Committee and eSpeed received from their accounting and tax advisors as to all accounting and tax matters relating to the merger agreement and the other transactions contemplated by the merger agreement.

Sandler O'Neill's opinion was necessarily based upon market, economic and other conditions as they existed on, and could be evaluated as of, the date of its opinion. Events occurring after the date thereof could materially affect its opinion. Sandler O'Neill has not undertaken to update, revise, reaffirm or withdraw its opinion or otherwise comment upon events occurring after the date of its opinion. Sandler O'Neill expressed no opinion as to what the value of eSpeed Class A common stock will be at the time of the merger or the price at which eSpeed Class A common stock may trade at any time.

In rendering its May 29, 2007 opinion, Sandler O'Neill performed a variety of financial analyses. The following is a summary of the material analyses performed by Sandler O'Neill, but is not a complete description of all the analyses underlying Sandler O'Neill's opinion. The summary includes information presented in tabular format. **In order to fully understand the financial analyses, these tables must be read together with the accompanying text. The tables alone do not constitute a complete description of the financial analyses.** The preparation of a fairness opinion is a complex process involving subjective judgments as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances. The process, therefore, is not necessarily susceptible to a partial analysis or summary description. Sandler O'Neill believes that its analyses must be considered as a whole and that selecting portions of the factors and analyses to be considered without considering all factors and analyses, or attempting to ascribe relative weights to some or all such factors and analyses, could create an incomplete view of the evaluation process underlying its opinion. Also, no company included in Sandler O'Neill's comparative analyses described below is identical to eSpeed or BGC Partners and no transaction is identical to the merger. Accordingly, an analysis of comparable companies or transactions involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that could affect the public trading values or merger transaction values, as the case may be, of eSpeed and BGC Partners and the companies to which they are being compared.

In performing its analyses, Sandler O'Neill also made numerous assumptions with respect to industry performance, business and economic conditions and various other matters, many of which cannot be predicted and are beyond the control of eSpeed, BGC Partners and Sandler O'Neill. The analyses performed by Sandler O'Neill are not necessarily indicative of actual values or future results, which may be significantly more or less favorable than suggested by such analyses. Sandler O'Neill prepared its analyses solely for purposes of rendering its opinion and provided such analyses to the Special Committee at its May 29, 2007 meeting. Estimates on the values of companies do not purport to be appraisals or necessarily reflect the prices at which companies or their securities may actually be sold. Such estimates are inherently subject to uncertainty and actual values may be materially different.

**Summary of Proposal.** Sandler O'Neill reviewed the financial terms of the proposed merger whereby each BGC Partners Class A unit issued and outstanding immediately prior to the merger will be converted into one share of Combined Company Class A common stock, each BGC Partners Class B unit issued and outstanding immediately prior to the merger will be converted into one share of Combined Company Class B common stock and each BGC Partners Class C unit issued and outstanding immediately prior to the merger will be converted into 100 shares of Combined Company Class B common stock. The above exchange ratios are referred to herein as the Exchange Ratios. The Exchange Ratios imply a value of \$9.75 per eSpeed share and a value of \$1,371.5 million for the equity of BGC Partners, along with the assumption of \$150.0 million of BGC Partners debt. Based on the May 25, 2007 share information available to Sandler O'Neill at the time it issued its opinion, the Exchange Ratios provide the current holders of eSpeed Class A common stock (other than Cantor and its affiliates) with 16.1% economic ownership of the Combined Company and 6.6% voting ownership of the Combined Company.

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**Comparable Company Analysis.** Sandler O'Neill used publicly available information to compare selected financial and market trading information for eSpeed and selected financial information for BGC Partners with a group of financial institutions selected by Sandler O'Neill. The comparable group consisted of the following publicly traded inter-dealer brokers: Compagnie Financière Tradition, GFI Group Inc., ICAP plc and Tullett Prebon plc.

**Comparable Group Analysis**

	eSpeed	BGC Partners	Comparable Group Median Result	Comparable Group	
				Range	
Price / 2007 Estimated Earnings (1)	NM(3)	25.4x(4)	21.1x	17.0x	24.2x
Price / 2008 Estimated Earnings (1)	NM(3)	16.4x(4)	18.0x	15.5x	21.3x
Price / Book Value	1.8x	14.7x(4)	5.1x	4.0x	13.8x
2007 Price / Earnings Growth Rate (1)	NA(3)	2.1x(4)	1.5x	1.3x	2.6x
Enterprise Value / EBITDA (2)	9.1x	8.6x(4)(5)	9.7x	6.3x	15.5x

- (1) Based on publicly available estimates as published on I/B/E/S.
- (2) EBITDA is defined as earnings before interest, taxes, depreciation and amortization.
- (3) NM = Not Meaningful and NA = Not Available.
- (4) Assuming valuation of BGC Partners of \$1,371.5 million; estimates based on management projections.
- (5) First quarter 2007 EBITDA annualized.

**eSpeed Stock Trading History.** Sandler O'Neill reviewed the history of the reported trading prices of eSpeed common stock and the relationship between the movements in the price of eSpeed common stock and the movements in the prices of its comparable group. Sandler O'Neill analyzed eSpeed common stock for the three-year period ended May 25, 2007. During this period, eSpeed common stock generally underperformed its comparable group.

**eSpeed's Three Year Stock Performance**

	Beginning Index Value May 25, 2004	Ending Index Value May 25, 2007
eSpeed	100.0%	49.4%
Comparable Group	100.0	210.0

**Valuation of eSpeed Based on Price to Book Multiple.** Sandler O'Neill performed an analysis based on the median one, two and three year per share stock price to book value multiples for eSpeed. As illustrated by the following table, this analysis indicated an imputed range of values per share of eSpeed common stock of \$8.34 to \$8.71.

eSpeed	Per Share(1)
Stockholders' Equity	\$ 4.98
One Year Median Price to Book Value	1.75x
Valuation Based on One Year Median Price to Book Value	\$ 8.71
Two Year Median Price to Book Value	1.67x
Valuation Based on Two Year Median Price to Book Value	\$ 8.34
Three Year Median Price to Book Value	1.74x
Valuation Based on Three Year Median Price to Book Value	\$ 8.65

- (1) Based on 51,562,624 fully diluted shares outstanding as of May 25, 2007.



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**Valuation of eSpeed Based on Sum-of-the-Parts Analysis.** Sandler O Neill also performed an analysis based on the sum-of-the-parts for eSpeed whereby Sandler O Neill examined each of eSpeed's cash, equity and earnings per share and calculated a range of values per share of eSpeed common stock based on an aggregation of the above. As illustrated by the following tables, this analysis indicated an imputed range of values per share of eSpeed common stock of \$4.53 - \$10.09.

eSpeed	Per Share(1)	
Cash and Cash Equivalents	\$	3.73
2007 Management Operating Earnings Per Share (2)	\$	0.05
Comparable Group 2007 Price to Earnings Range		17.0x - 24.2x
eSpeed Price Based on Comparable 2007 Price to Earnings Range	\$	0.80 - \$1.14
Sum of the Parts Analysis on 2007 Price to Earnings Range	\$	4.53 - \$4.87

eSpeed	Per Share(1)	
Cash and Cash Equivalents	\$	3.73
2008 Management Operating Earnings Per Share (2)	\$	0.09
Comparable Group 2008 Price to Earnings Range		15.5x - 21.3x
eSpeed Price Based on Comparable 2008 Price to Earnings Range	\$	1.46 - \$2.00
Sum of the Parts Analysis on 2008 Price to Earnings Range	\$	5.20 - \$5.74

eSpeed	Per Share(1)	
Cash and Cash Equivalents	\$	3.73
Book Value Per Share	\$	4.98
Remaining Book Value Per Share	\$	1.25
Median 3-Year eSpeed and Median Peer Book Value Multiple		1.74x - 5.10x
eSpeed Price Based on Book Value	\$	2.16 - \$6.36
Sum of the Parts Based on Book Value	\$	5.90 - \$10.09

(1) Based on 51,562,624 fully diluted shares outstanding as of May 25, 2007.

(2) Operating earnings defined as U.S. GAAP earnings plus non-recurring charges.

**Discounted Cash Flow of eSpeed and Terminal Value Analysis.** Sandler O Neill performed an analysis that estimated the future streams of cash flow of eSpeed through December 31, 2010 under various circumstances. The analysis assumed eSpeed's projected cash flow streams assuming eSpeed performed in accordance with the financial projections for 2007 through 2010, as provided by the management of eSpeed. To approximate the terminal value of eSpeed common stock at December 31, 2010, Sandler O Neill applied price to current year earnings multiples of 17.0x to 23.0x. The cash flow streams and terminal values were then discounted to present values using different discount rates ranging from 10.0% to 14.0%. These discount rates were chosen by Sandler O Neill to reflect different assumptions regarding the required rates of return of holders or prospective buyers of eSpeed's equity. The range applied to the budgeted net income was 20% under budget to 20% over budget, using a discount rate of 12.0% for the tabular analysis. As illustrated in the following tables, this analysis indicated an imputed range of values per share for eSpeed common stock of \$6.21 to \$7.31 when applying the price/earnings multiples to the matched budget, and \$5.90 to \$7.70 when applying the price/earnings multiples to the -20% / +20% budget range. In both discounted cash flow analysis for eSpeed, a dollar for dollar value of cash per share is added to the resultant value of eSpeed's cash flow stream.

**Table of Contents***Earnings Per Share Multiples*

<b>Discount Rate</b>	<b>17.0x</b>	<b>18.0x</b>	<b>19.0x</b>	<b>20.0x</b>	<b>21.0x</b>	<b>22.0x</b>	<b>23.0x</b>
10.00%	\$ 6.53	\$ 6.66	\$ 6.79	\$ 6.92	\$ 7.05	\$ 7.18	\$ 7.31
11.00%	6.45	6.57	6.70	6.82	6.95	7.07	7.20
12.00%	6.36	6.49	6.61	6.73	6.85	6.97	7.09
13.00%	6.28	6.40	6.52	6.64	6.76	6.87	6.99
14.00%	6.21	6.32	6.44	6.55	6.66	6.78	6.89

*Earnings Per Share Multiples*

<b>Budget Variance</b>	<b>17.0x</b>	<b>18.0x</b>	<b>19.0x</b>	<b>20.0x</b>	<b>21.0x</b>	<b>22.0x</b>	<b>23.0x</b>
20.0%	\$ 6.83	\$ 6.97	\$ 7.12	\$ 7.26	\$ 7.41	\$ 7.55	\$ 7.70
15.0%	6.71	6.85	6.99	7.13	7.27	7.41	7.55
10.0%	6.59	6.73	6.86	7.00	7.13	7.26	7.40
5.0%	6.48	6.61	6.73	6.86	6.99	7.12	7.24
0.0%	6.36	6.49	6.61	6.73	6.85	6.97	7.09
-5.0%	6.25	6.36	6.48	6.59	6.71	6.83	6.94
-10.0%	6.13	6.24	6.35	6.46	6.57	6.68	6.79
-15.0%	6.02	6.12	6.22	6.33	6.43	6.53	6.64
-20.0%	5.90	6.00	6.10	6.19	6.29	6.39	6.49

**Valuation of BGC Partners Based on Projected Price to Earnings.** Sandler O Neill performed an analysis based on the estimated price to earnings of BGC Partners. As illustrated by the following table, this analysis indicated an imputed aggregate range of values for BGC Partners of \$918.7 million to \$1,776.9 million.

<b>BGC Partners</b>	<b>(\$000s)</b>	
2007 Estimated Net Income	\$	54,019
Comparable Group 2007 Price to Earnings Range		17.0x 24.2x
Valuation Range Based on Peer 2007 Price to Earnings Range	\$	918,692 \$1,309,553
2008 Estimated Net Income	\$	83,548
Comparable Group 2008 Price to Earnings Range		15.5x 21.3x
Valuation Range Based on Peer 2008 Price to Earnings Range	\$	1,297,332 \$1,776,894

**Discounted Cash Flow of BGC Partners and Terminal Value Analysis.** Sandler O Neill performed an analysis that estimated the future stream of cash flow of BGC Partners through December 31, 2010 under various circumstances. The analysis assumed BGC Partners' projected cash flow stream and that BGC Partners performed in accordance with the financial projections for 2007 through 2010, as provided by the management of BGC Partners. To approximate the terminal value of BGC Partners common stock at December 31, 2010, Sandler O Neill applied price to current year earnings multiples of 17.0x to 23.0x. The cash flow streams and terminal values were then discounted to present values using different discount rates ranging from 11.0% to 15.0% chosen to reflect different assumptions regarding required rates of return of holders or prospective buyers of BGC Partners common stock. The range applied to the budgeted net income was 20% under budget to 20% over budget, using a discount rate of 13.0% for the tabular analysis. As illustrated in the following tables, this analysis indicated an imputed range of aggregate equity values for BGC Partners of \$1.484 million to \$2.241 million when applying the price/earnings multiples to the matched budget, and \$1.231 million to \$2.555 million when applying the price/earnings multiples to the -20% / +20% budget range.

**Table of Contents***Earnings Multiples (\$ in millions)*

Discount Rate	17.0x	18.0x	19.0x	20.0x	21.0x	22.0x	23.0x
11.00%	\$ 1,685	\$ 1,777	\$ 1,870	\$ 1,963	\$ 2,056	\$ 2,149	\$ 2,241
12.00%	1,631	1,721	1,811	1,901	1,991	2,080	2,170
13.00%	1,580	1,667	1,754	1,841	1,928	2,015	2,102
14.00%	1,531	1,615	1,699	1,784	1,868	1,952	2,037
15.00%	1,484	1,565	1,647	1,729	1,810	1,892	1,974

*Earnings Multiples (\$ in millions)*

Budget Variance	17.0x	18.0x	19.0x	20.0x	21.0x	22.0x	23.0x
20.0%	\$ 1,929	\$ 2,033	\$ 2,138	\$ 2,242	\$ 2,347	\$ 2,451	\$ 2,555
15.0%	1,842	1,942	2,042	2,142	2,242	2,342	2,442
10.0%	1,755	1,850	1,946	2,042	2,137	2,233	2,329
5.0%	1,667	1,759	1,850	1,941	2,033	2,124	2,215
0.0%	1,580	1,667	1,754	1,841	1,928	2,015	2,102
-5.0%	1,493	1,575	1,658	1,741	1,823	1,906	1,989
-10.0%	1,406	1,484	1,562	1,640	1,719	1,797	1,875
-15.0%	1,318	1,392	1,466	1,540	1,614	1,688	1,762
-20.0%	1,231	1,301	1,370	1,440	1,509	1,579	1,649

**Relative Contribution Analysis.** Sandler O Neil analyzed the respective contributions of eSpeed and BGC Partners, based on management estimates, for revenues, EBITDA and operating net income. Based on this analysis, Sandler O Neill concluded that eSpeed will have approximately 27.8% economic ownership of the Combined Company, while contributing 13.1%, 10.4% and 5.5% of the revenues, EBITDA and operating net income for fiscal year 2008, respectively.

**Analysis of Selected Merger Transactions as Applied to eSpeed and BGC Partners.** Sandler O Neill reviewed 21 merger transactions announced from January 1, 2002 through May 29, 2007 involving financial technology companies, inter-dealer brokers and financial exchanges. Sandler O Neill reviewed the following median and mean multiples related to those selected merger transactions: transaction price at announcement to last 12 months, which we refer to as LTM, net income, transaction value to LTM revenues and transaction value to LTM EBITDA and compared them to those multiples observed for eSpeed and BGC Partners, respectively.

*Transaction Multiples***Selected Financial Services Transactions**

(\$ in millions)	Median	Mean	eSpeed	BGC Partners
	Multiple	Multiple	Multiple(1)	Multiple(2)
Transaction value/LTM net income	33.9x	36.5x	155.6x	15.7x
Transaction value/LTM revenues	2.9x	5.4x	3.3x	1.5x
Transaction value/LTM EBITDA	20.2x	18.7x	16.3x	8.2x

(1) Transaction multiples based on LTM ended March 31, 2007 and assuming a transaction value of \$9.75 per share.

(2) Transaction multiples based on the first quarter 2007 annualized and assuming a transaction value of \$1,371.5 million.



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**Pro Forma Merger Analysis.** Sandler O'Neill analyzed certain potential pro forma effects of the merger, assuming the following: (1) the merger closes on December 31, 2007; (2) eSpeed is valued at \$9.75 per share and an aggregate of 133,860,000 shares of Combined Company common stock and rights to acquire shares of Combined Company common stock are issued; (3) BGC Partners produces a balance sheet at closing with a minimum of \$25.0 million in cash, \$146.5 million in equity and debt capped at \$150.0 million; (4) eSpeed's 2007, 2008, 2009 and 2010 net income projections and earnings per share growth rates provided by and reviewed with eSpeed's management; (5) BGC Partners' 2007, 2008, 2009 and 2010 budgeted financial projections provided by and reviewed with BGC Partners' and eSpeed's managements; (6) transaction costs, accounting adjustments, synergies, cost savings and revenue enhancements related to the merger provided by and reviewed with senior managements of eSpeed and BGC Partners and eSpeed's and BGC Partners' managements confirmed to Sandler O'Neill that those projections reflected the best currently available estimates and judgments of management. The analyses indicated that for the year ending December 31, 2008 (the first full year of combined operations), the merger would be accretive to eSpeed's projected earnings per share increasing earnings per share from \$0.09 on a standalone basis to \$0.52 as a pro forma entity, while dilutive to book value and cash value per share.

**Discounted Cash Flow of the Combined Company and Terminal Value Analysis.** Sandler O'Neill also performed an analysis that estimated the future stream of cash flow of the Combined Company through December 31, 2010 under various circumstances. The analysis assumed the pro forma projected cash flow stream and that the Combined Company performed in accordance with the financial projections for 2008 through 2010 provided to Sandler O'Neill by the respective managements of eSpeed and BGC Partners, as well as the assumptions regarding transaction costs, accounting adjustments, synergies, cost savings and revenue enhancements related to the merger. To approximate the terminal value of the Combined Company common stock at December 31, 2010, Sandler O'Neill applied price to current year earnings multiples of 17.0x to 23.0x. The cash flow streams and terminal values were then discounted to the net present values at December 31, 2007, using different discount rates ranging from 11.0% to 15.0% chosen to reflect different assumptions regarding required rates of return of holders or prospective buyers of Combined Company common stock. The range applied to the budgeted net income was 20% under budget to 20% over budget, using a discount rate of 13.0% for the analysis. This analysis indicated an imputed range of values per share for eSpeed common stock of \$10.45 to \$15.27 when applying the price/earnings multiples to the matched budget, and \$8.74 to \$17.45 when applying the price to earnings multiples to the -20% / +20% budget range. The actual results achieved by the Combined Company may vary from projected results and the variations may be material.

**Earnings Per Share Multiples**

<b>Discount Rate</b>	<b>17.0x</b>	<b>18.0x</b>	<b>19.0x</b>	<b>20.0x</b>	<b>21.0x</b>	<b>22.0x</b>	<b>23.0x</b>
11.00%	\$ 11.61	\$ 12.22	\$ 12.83	\$ 13.44	\$ 14.05	\$ 14.66	\$ 15.27
12.00%	11.31	11.90	12.49	13.09	13.68	14.28	14.87
13.00%	11.01	11.59	12.17	12.75	13.33	13.91	14.48
14.00%	10.73	11.29	11.86	12.42	12.98	13.55	14.11
15.00%	10.45	11.00	11.55	12.10	12.65	13.20	13.75

**Table of Contents***Earnings Per Share Multiples*

<b>Budget Variance</b>	<b>17.0x</b>	<b>18.0x</b>	<b>19.0x</b>	<b>20.0x</b>	<b>21.0x</b>	<b>22.0x</b>	<b>23.0x</b>
20.0%	\$ 13.29	\$ 13.98	\$ 14.68	\$ 15.37	\$ 16.06	\$ 16.76	\$ 17.45
15.0%	12.72	13.38	14.05	14.71	15.38	16.05	16.71
10.0%	12.15	12.79	13.42	14.06	14.70	15.33	15.97
5.0%	11.58	12.19	12.80	13.40	14.01	14.62	15.23
0.0%	11.01	11.59	12.17	12.75	13.33	13.91	14.48
-5.0%	10.44	10.99	11.54	12.09	12.64	13.19	13.74
-10.0%	9.88	10.40	10.92	11.44	11.96	12.48	13.00
-15.0%	9.31	9.80	10.29	10.78	11.27	11.77	12.26
-20.0%	8.74	9.20	9.66	10.13	10.59	11.05	11.52

eSpeed has agreed to pay Sandler O'Neill a fee of \$2,000,000 for the delivery of its opinion. This fee became due upon delivery of the opinion. eSpeed has also agreed to reimburse certain of Sandler O'Neill's reasonable out-of-pocket expenses incurred in connection with its engagement and to indemnify Sandler O'Neill and its affiliates and their respective partners, directors, officers, employees, agents and controlling persons against certain expenses and liabilities, including liabilities under securities laws.

Sandler O'Neill may provide investment banking services to eSpeed and or BGC Partners in the future and may receive compensation for such services. The services may include raising capital in connection with the merger and/or other services to be performed during the period prior to the closing of the merger.

In the ordinary course of its business as a broker-dealer, Sandler O'Neill may purchase securities from and sell securities to eSpeed, BGC Partners and their respective affiliates. Sandler O'Neill may also actively trade the debt and/or equity securities of eSpeed, BGC Partners and their respective affiliates for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities.

**Interests of Directors, Executive Officers and Certain Beneficial Owners in the Merger**

In considering the recommendation of the eSpeed board of directors and the Special Committee with respect to the merger agreement, you should be aware that some of the current directors and executive officers of eSpeed, the future directors and executive officers of the Combined Company and certain beneficial owners of eSpeed common stock have interests in the transactions contemplated by the merger agreement that may be different from, or in addition to, the interests of eSpeed stockholders generally. These interests, to the extent material, are described below. The eSpeed board of directors and the Special Committee were aware of these interests and considered them, among other matters, in approving the merger agreement and the transactions contemplated thereby.

***Increase in Compensation***

The merger agreement provides that, prior to completion of the merger, upon the request of BGC Partners, eSpeed will provide each of Howard W. Lutnick, Lee M. Amaitis, Shaun D. Lynn, Stephen M. Merkel and Robert K. West with a letter agreement setting forth an annual base salary of \$1,000,000 per year (except for Mr. West whose letter shall provide for an annual base salary of \$450,000) and annual target bonuses of:

300% of annual base salary for Mr. Lutnick;

275% of annual base salary for Mr. Amaitis;

200% of annual base salary for Mr. Lynn;

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50% of annual base salary for Mr. Merkel; and

\$300,000 for Mr. West, \$125,000 of which shall be paid in stock or restricted exchangeable units and \$175,000 of which shall be paid in cash.

**Table of Contents*****Employment Agreements***

The provisions of the merger agreement described in **Increase in Compensation** above are expected to be implemented prior to the merger through employment agreements between BGC Partners and each of Messrs. Amaitis and Lynn, which agreements will be assumed at completion of the merger by the Combined Company. Mr. Amaitis' employment agreement will have an initial term of three years, which is extendable for two additional one-year terms with the consent of Mr. Amaitis and BGC Partners or, after the merger, the Combined Company. In accordance with the letter agreement described above, Mr. Amaitis' employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of 275% of base salary. Mr. Lynn's employment agreement will have a five-year term. In accordance with the letter agreement described above, Mr. Lynn's employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of 200% of base salary. The target bonus for Mr. Amaitis and Mr. Lynn will be reviewed annually by the compensation committee. Following the merger, Messrs. Lutnick, Merkel and West are expected to be paid by the Combined Company the applicable base salary and target bonus as set forth in the letter agreements to be provided by eSpeed as described above, but not to enter into employment agreements.

***New Post-Merger Change of Control Employment Agreements***

BGC Partners and eSpeed have agreed that BGC Partners may, prior to the completion of the merger, enter into change of control employment agreements with each of Messrs. Lutnick, Lynn, Merkel and Amaitis, which agreements will be assumed at completion of the merger by the Combined Company, and which will relate to a change of control of BGC Partners or, after the merger, the Combined Company, other than the merger contemplated by the merger agreement. BGC Partners is expected, prior to the merger, to enter into these agreements with these individuals. The agreements with Messrs. Lutnick, Amaitis and Merkel will provide that, upon a change of control, such executive will have the option to extend his employment for three years after the change of control or to terminate his employment upon the change of control, while the agreement with Mr. Lynn will provide that upon a change of control, the continuing company will have the option to extend the term of his employment for three years after the change of control or to terminate his employment. Each agreement will provide that if (a) the individual's employment is terminated upon the change of control, such executive will receive two times such executive's aggregate compensation for the most recent full fiscal year or (b) the individual's employment is extended, such executive will receive an amount equal to such executive's aggregate compensation for the most recent full fiscal year, and, in each case, such executive will receive the full vesting of all stock options and restricted stock units (unless otherwise provided in the applicable award agreement) and welfare benefit continuation for two years. In addition, these executives will be entitled to a gross-up for any taxes imposed as a result of the application of Section 4999 of the Code. In the event of death or disability, such executive will be paid accrued salary to the date of death or disability.

***Repayment of Existing Loans and Required Capital Contributions***

In connection with the separation and prior to the merger, Messrs. Amaitis, Lynn, Merkel and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will use some of the proceeds that they receive in respect of the redemption of their Cantor limited partnership interests to repay certain loans made or guaranteed by Cantor and to make certain required capital contributions. See **Certain Relationships and Related Transactions Before and After the Merger** **Repayment of Existing Loans and Required Capital Contributions**.

***Interests in Equity and Cash Received in Connection With the Separation and Merger***

Prior to the completion of the merger, Cantor will redeem all of the Cantor limited partnership interests held by founding partners in exchange for (1) a portion of the BGC Holdings limited partnership interests that Cantor will receive in the separation and (2) distribution rights in respect of BGC Partners interests and, after the merger,

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Combined Company Class A common stock. Immediately prior to this redemption, Cantor will redeem a portion of Mr. Amaitis' Cantor limited partnerships interests for approximately \$51,861,101 in cash and Cantor, immediately after these redemptions, will provide Messrs. Amaitis and Lynn with 1,100,000 and 200,000, respectively, of the BGC Holdings limited partnerships interests Cantor receives in the separation. Cantor expects to agree that these units along with another 400,000 units owned by Mr. Lynn will be immediately exchangeable by Messrs. Amaitis and Lynn into Combined Company Class A common stock on a one-for-one basis. Concurrently with the merger, BGC Holdings will issue restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC, and each holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation.

The following table shows the approximate number and aggregate dollar value of the BGC Holdings founding partner interests, and the shares underlying distribution rights as well as cash, to be received by the current executive officers of eSpeed and the future executive officers of the Combined Company in the separation and merger (assuming the merger and separation occurred on September 28, 2007):

Name	Cash	Number of	Value of	Number of	Value of	Total Value
		BGC	BGC	Shares	Shares	of
		Holdings	Holdings	Underlying	Underlying	cash, BGC
		Founding	Founding	Distribution	Distribution	Holdings
		Partner	Partner	Rights(1)	Rights(2)	Founding
		Interest(1)	Interests(2)			Partner
						Interest and
						Shares
						Underlying
						Distribution
						Rights(2)
Howard W. Lutnick (3)	\$		\$	7,742,325	\$ 66,042,032	\$ 66,042,032
Lee M. Amaitis	\$ 51,861,101	1,708,540	\$ 14,573,845	121,708	\$ 1,038,169	\$ 67,473,115
Shaun D. Lynn	\$	3,048,330	\$ 26,002,255	569,666	\$ 4,859,251	\$ 30,861,506
Stephen M. Merkel	\$		\$	275,376	\$ 2,348,957	\$ 2,348,957
Paul Saltzman	\$	247,370	\$ 2,110,066	49,474	\$ 422,013	\$ 2,532,079
Robert K. West (4)	\$		\$		\$	\$

- (1) Messrs. Lynn, Merkel and Saltzman will immediately after the separation sell to Cantor, for cash, distribution rights provided to them in connection with the redemption of their Cantor limited partnership interests in connection with the separation. Concurrently, Cantor will also purchase some of the BGC Holdings limited partnership interests held by Messrs. Lynn and Saltzman at a price per interest or share equal to the closing price of eSpeed Class A common stock on the date of closing of the merger. Assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007, Messrs. Lynn, Merkel and Saltzman would sell distribution rights relating to 569,666, 139,563 and 49,474 shares of Combined Company Class A common stock, respectively, and Messrs. Lynn and Saltzman would sell 551,931 and 9,143 BGC Holdings limited partnership interests, respectively.
- (2) Assumes a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007, and assumes one BGC Holdings founding partner interest has the same value as one share of eSpeed Class A common stock.
- (3) In the separation, Mr. Lutnick's wife also will receive distribution rights relating to 43,368 shares of Combined Company Class A common stock (valued at \$369,929, assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007) in respect of units in Cantor held less than three years and a trust for the benefit of descendants of Mr. Lutnick, of which Mr. Lutnick's wife is one of two trustees and Mr. Lutnick has limited powers to remove and replace such trustees, also will receive distribution rights relating to 1,610,182 shares of Combined Company Class A common stock (valued at \$13,734,852, assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which

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represents the closing price of eSpeed Class A common stock on September 28, 2007) in respect of units in Cantor held three years or longer. Mr. Lutnick is the President and sole stockholder of CFGM, Cantor's managing general partner. As such, Mr. Lutnick may be deemed to have beneficial ownership of the BGC Holdings exchangeable limited partnerships interests held by Cantor described below under BGC Holdings Exchangeable Limited Partnership Interests.

- (4) Mr. West will be entitled to a restricted exchangeable interest or another form of non-cash equity award in the amount of \$125,000 prior to December 31, 2007, subject to applicable vesting dates and provided he has not breached a partner obligation.

*BGC Holdings Founding Partner Interests*

In connection with the separation, certain current executive officers of eSpeed and future executive officers of the Combined Company will receive BGC Holdings founding partner interests and become founding partners. Specifically, the following individuals will receive the indicated number of BGC Holdings founding partner interests, in redemption of existing limited partnership interests in Cantor and, in the case of Messrs. Amaitis and Lynn, certain grants from Cantor, in connection with the separation:

1,708,540 founding partner interests for Mr. Amaitis;

3,048,330 founding partner interests for Mr. Lynn; and

247,370 founding partner interests for Mr. Saltzman

Assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007, Messrs. Lynn and Saltzman would immediately sell 551,931 and 9,143 of the BGC Holdings founding partner interests described above, respectively, to Cantor, as described in Management Before and After the Merger Repayment of Existing Loans and Required Capital Contributions. Upon acquiring such BGC Holdings founding partner interests, Cantor will exchange them for BGC Partners units, which will be redeemed by BGC Partners prior to the merger for cash equal to the amount paid by Cantor to Messrs. Lynn and Saltzman in respect of such interests. Accordingly, the BGC Holdings founding partner interests sold to Cantor will not be outstanding following the merger.

After the completion of the merger, if Cantor so determines, the BGC Holdings founding partner interests not sold by such founding partners to Cantor may be exchanged by such founding partners with the Combined Company for Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company (which exchange of certain interests Cantor expects to permit from time to time). In particular, Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. In addition, prior to the completion of the merger, Cantor intends to enter into agreements with Messrs. Amaitis and Lynn pursuant to which Cantor will agree that an additional portion of the BGC Holdings founding partner interests held by each of them, 1,100,000 and 600,000, respectively, will be immediately exchangeable into restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. See Exchangeability of Founding Partners Interests. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company.

Although we expect that no compensation charges will be incurred in connection with the right of founding partners to immediately exchange 20% of their founding partner interests under SFAS 123R, non-cash

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compensation charges are expected to be incurred to the extent that Cantor allows founding partners to exchange their remaining BGC Holdings founding partner interests for Class A common stock (including exchanges by Messrs. Amaitis and Lynn that Cantor intends to allow as described above), to the extent that the value received upon exchange exceeds the amount of their capital account balance. The amount and timing of such charges are not determinable at this time, except in the case of Messrs. Amaitis and Lynn where an additional portion will be immediately exchangeable, as any decisions by Cantor to permit such exchanges and the terms under which the exchanges would be allowed have not been made.

*BGC Holdings Working Partner Interests*

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

*BGC Holdings Restricted Exchangeable Interests*

The restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement. Prior to the merger, in the fourth quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. The number of restricted exchangeable interests to be issued would be determined based on a discount to the eSpeed share price as of the date of such agreement. These agreements further provide that, in the event the merger does not occur by December 31, 2008, the employee will receive a cash payment equal to 110% of the foregone compensation. Such cash payment will be made by the applicable employer or, in the event such employer fails to make payment, the BGC Division. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. The holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. Upon the consummation of the merger, certain current executive officers of eSpeed and future executive officers of the Combined Company may receive BGC Holdings restricted exchangeable interests and become restricted exchangeable partners.

*BGC Holdings Exchangeable Limited Partnership Interests*

In connection with the separation, Cantor will receive 61,387,752 BGC Holdings limited partnership interests in addition to those it transfers to the founding partners in redemption of their existing interests in Cantor and, in the case of Messrs. Amaitis and Lynn, grants. After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of the shares of Class A common stock received upon such exchange, underwritten by a nationally recognized investment banking firm.

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Cantor is controlled by CFGM, its managing general partner. Mr. Lutnick is the President and sole stockholder of CFGM. As such, Mr. Lutnick may be deemed to have beneficial ownership of the BGC Holdings exchangeable limited partnerships interests held by Cantor described above.

*Distribution Rights*

The founding partners and other limited partners of Cantor, including Messrs. Lutnick, Amaitis, Lynn, Merkel, Saltzman and West, will receive distribution rights in the separation. The distribution rights of founding partners, including Messrs. Amaitis, Lynn, Saltzman and West, will entitle the holder to receive a fixed number of shares from Cantor of the Combined Company Class A common stock, with one-third of such shares distributable on each of the first, second and third anniversaries of the merger. The distribution rights of the other limited partners in Cantor who will not become founding partners, including Messrs. Lutnick and Merkel, will generally entitle the holder to receive a distribution of a fixed number of shares of Combined Company Class A common stock on the ninth anniversary of the merger, subject to acceleration in certain circumstances, as follows:

with respect to distribution rights received in respect of units in Cantor, including units acquired at any time as a result of reinvestment in respect thereof, held three years or longer as of the completion of the merger, 1/3rd of the shares underlying the distribution right on each of the 12, 18 and 24 month anniversaries of the completion of the merger; and

with respect to distribution rights received in respect of units in Cantor, including units acquired at any time as a result of reinvestment in respect thereof, held less than three years as of the completion of the merger, 1/5th of the shares underlying the distribution right on each of the 12, 18, 24, 30 and 36 month anniversaries of the completion of the merger,

in each case, if, as of the applicable anniversary date, that holder continues to provide services to Cantor and has not breached his or her partner obligations, including the non-competition and non-solicitation covenants contained in the limited partnership agreement of Cantor.

Specifically, in the separation, the following individuals will receive distribution rights relating to the following number of shares of Combined Company Class A common stock:

7,742,325 shares underlying distribution rights for Mr. Lutnick, of which 2,125,609, 2,125,609, 2,125,609, 682,747 and 682,747 shares are expected to be received by Mr. Lutnick on the 12, 18, 24, 30 and 36 month anniversaries of the completion of the merger, respectively, subject to satisfaction of the conditions described above;

121,708 shares underlying distribution rights for Mr. Amaitis, of which 40,570, 40,569 and 40,569 shares are expected to be received by Mr. Amaitis on the first, second and third anniversaries of the completion of the merger, respectively;

569,666 shares underlying distribution rights for Mr. Lynn, all of which will be immediately sold by Mr. Lynn as set forth below;

275,376 shares underlying distribution rights for Mr. Merkel, of which 139,563 will be immediately sold by Mr. Merkel as set forth below and 40,744, 88,279, 3,395 and 3,395 shares are expected to be received by Mr. Merkel on the 18, 24, 30 and 36 month anniversaries of the completion of the merger, respectively, subject to satisfaction of the conditions described above; and

49,474 shares underlying distribution rights for Mr. Saltzman, all of which will be immediately sold by Mr. Saltzman as set forth below.

Assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007, Messrs. Lynn, Merkel and





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Saltzman would immediately sell distribution rights relating to 569,666, 139,563 and 49,474 of the shares of Combined Company Class A common stock described above, respectively, to Cantor as described in Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions. Cantor will immediately sell the units underlying such distribution rights to BGC Partners for the same amount. Accordingly, the distribution rights sold to Cantor will not be outstanding following the merger.

Also, in the separation, Mr. Lutnick's wife will receive distribution rights relating to 43,368 shares of Combined Company Class A common stock in respect of units in Cantor held less than three years and a trust for the benefit of descendants of Mr. Lutnick, of which Mr. Lutnick's wife is one of two trustees and Mr. Lutnick has limited powers to remove and replace such trustees, will receive distribution rights relating to 1,610,182 shares of Combined Company Class A common stock in respect of units in Cantor held three years or longer.

In addition, the managing general partner of Cantor will be able to grant earlier distribution of the shares to founding partners and the other limited partners of Cantor. The ownership of these distribution rights and underlying shares of common stock will not be dependent upon continued employment with the Combined Company or Cantor, although, in the case of Cantor limited partners not becoming founding partners, the continuing provision of services to Cantor will, in the absence of a breach of the partner obligations, result in accelerated receipt of the shares underlying these distribution rights as described above.

***Exchangeability of Founding Partners Interests***

Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. In addition, prior to the completion of the merger, Cantor intends to enter into agreements with Messrs. Amaitis and Lynn pursuant to which Cantor will agree that an additional portion of the BGC Holdings founding partner interests held by each of them, 1,100,000 and 600,000, respectively, will be immediately exchangeable into restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company.

***Certain Acquisitions and Dispositions of Interests in eSpeed Capital Stock by Cantor***

The eSpeed board of directors has determined that Cantor is a deputized director of eSpeed for purposes of Rule 16b-3 under the Exchange Act with respect to the transactions contemplated by the separation and the merger. Rule 16b-3 exempts from the short-swing profits liability provisions of Section 16(b) of the Exchange Act certain transactions in an issuer's securities between the issuer or its majority-owned subsidiaries and its officers and directors if, among other things, the transaction is approved in advance by the issuer's board of directors or a disinterested committee of the issuer's board of directors. The Rule 16b-3 exemption extends to any such transactions by an entity beneficially owning more than 10% of a class of an issuer's equity securities if the entity is a deputized director because it has a representative on the issuer's board of directors. The eSpeed board of directors' intent in determining that Cantor is a deputized director is that Cantor's acquisitions or dispositions of shares of eSpeed capital stock or interests in eSpeed capital stock from or to eSpeed or its majority-owned subsidiaries will be eligible for the Rule 16b-3 exemption from the short-swing profits liability provisions of Section 16(b) of the Exchange Act.

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### ***Cantor's Right of First Refusal***

See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement Cantor's Right of First Refusal.

### **Material U.S. Federal Income Tax Consequences**

Because eSpeed common stock held by eSpeed stockholders immediately prior to the merger will not be exchanged in the merger, eSpeed stockholders will not recognize any gain or loss for U.S. federal income tax purposes as a result of the merger. In addition, we do not anticipate that eSpeed will currently recognize any material amount of income or gain for U.S. federal income tax purposes as a result of the merger.

### **Regulatory Approvals**

*U.S. Approvals.* Completion of the merger is subject to approvals of, or filings with, various industry self regulatory organizations (including FINRA), and the securities commissions of certain states and other jurisdictions in which BGC Financial and BGC Securities, which we refer to together with BGC Financial as the BGC Regulated Entities, and Aqua and eSpeed Government, which we refer to together with Aqua as the eSpeed Regulated Entities, conduct business. Cantor will file an application for approval with FINRA on behalf of its BGC Regulated Entities and eSpeed Regulated Entities. FINRA may request additional information in connection with its consideration of the application within 30 days of such filing and must render a decision on the application within 180 days after such filing.

The securities commissions of certain states with which the BGC Regulated entities and eSpeed Regulated Entities are registered in order to conduct their respective businesses require notice of the proposed merger, which notices are expected to be made prior to the receipt of approval from FINRA. In addition, a filing will be made with the Fixed Income Clearing Corporation, which we refer to as FICC, prior to the merger describing the merger and its impact on BGC Financial. A filing with the NFA is expected to be filed on behalf of BGC Securities within 20 days following the merger.

*FSA and other Foreign Approvals.* The approval of the FSA in respect of the change of control for all FSA regulated entities and the conversion of BGC Financial, Inc. into a limited liability company is required. Consents from the Sydney Futures Exchange and the Hong Kong Monetary Authority are required to consummate the separation transactions in Australia and Hong Kong, respectively.

*Commitment to Obtain Approvals.* BGC Partners, Cantor and eSpeed have agreed to use reasonable best efforts to obtain as promptly as reasonably practicable all consents and approvals of any governmental entity or any other person required in connection with the merger, subject to limitations as set forth in the merger agreement (see The Merger Agreement Agreement to Use Reasonable Best Efforts ).

*General.* While we believe that we will receive the requisite regulatory approvals for the merger, there can be no assurances regarding the timing of the approvals, our ability to obtain the approvals on satisfactory terms or the absence of litigation challenging these approvals. There can likewise be no assurance that U.S. federal, state or foreign regulatory authorities will not attempt to challenge the merger, or, if a challenge is made, as to the results of the challenge. Our obligation to complete the merger is conditioned upon the receipt of required governmental approvals (including no imposition of any burdensome condition), including the approval of FINRA, FSA and other regulatory approvals. See The Merger Agreement Conditions to the Merger.

### **Absence of Dissenters' Rights of Appraisal**

Under the DGCL, which governs the merger, eSpeed stockholders are not entitled to dissenters' rights of appraisal in connection with the merger.

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**Accounting Treatment**

The merger will be accounted for by eSpeed as a combination of entities under common control in accordance with U.S. GAAP. BGC Partners will be treated as the acquired entity for such purposes. BGC Partners' assets, liabilities and other items will be transferred into the Combined Company at their carrying amounts at the closing date of the merger and combined with the historic book values of the assets and liabilities of eSpeed. No goodwill will arise as a result of this merger. Financial statements of the Combined Company issued after completion of the merger will reflect the historical financial position and results of operations of BGC Partners.

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### **THE MERGER AGREEMENT**

*This section of the proxy statement describes the material terms of the merger agreement, but does not purport to describe all the terms of such agreement. On November 5, 2007, the merger agreement was amended and this section describes the merger agreement as amended. The following summary is qualified in its entirety by reference to the complete text of the merger agreement, which is attached as Annex A to this proxy statement. We urge you to read the full text of the merger agreement.*

#### **Certain Actions Prior to the Merger**

The merger agreement provides that, as an initial step to combining BGC Partners and eSpeed, Cantor will separate the BGC business from the remainder of its businesses pursuant to the separation agreement (see [Related Agreements](#) [Separation Agreement](#) ). The separation will be effected in a manner so that the capital structure of the Combined Company after the merger is as described in [The Merger](#) [Structure of the Combined Company](#).

After the separation but before the merger, Cantor will contribute to BGC Holdings cash in an amount equal to the target closing cash, \$25.0 million, and BGC Holdings will contribute such cash to BGC U.S. and BGC Global in exchange for the issuance to BGC Holdings of BGC U.S. units and BGC Global units.

#### **The Merger**

At the effective time of the merger and subject to the terms and conditions of the merger agreement, BGC Partners will merge with and into eSpeed, with eSpeed as the surviving corporation in the merger.

Upon completion of the merger, the directors of eSpeed will be the initial directors of the Combined Company, and Messrs. Lutnick and Amaitis will be Co-Chief Executive Officers of the Combined Company. All Combined Company directors and officers will hold their positions in accordance with and subject to the Combined Company certificate of incorporation and the Combined Company by-laws.

#### **Closing; Effective Time**

Unless otherwise agreed by the parties to the merger agreement, the parties are required to close the merger no later than the third business day after the satisfaction or waiver of the conditions described below under [Conditions to the Merger](#).

The merger will be effective at the time the certificate of merger is filed with the Delaware Secretary of State (on the closing date of the merger) or at such later date or time as eSpeed and BGC Partners specify in the certificate of merger. We expect to complete the merger as promptly as practicable after our stockholders adopt the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger.

The Combined Company certificate of incorporation will be amended and restated as of the effective time of the merger to read substantially in the form that is attached as Annex K to this proxy statement. The by-laws of the Combined Company will be substantially in the form that is attached as Annex L to this proxy statement.

#### **Merger Consideration and Contribution**

In the merger:

each BGC Partners Class A unit will be converted into one share of Combined Company Class A common stock (and the eSpeed Class A common stock will remain outstanding as Combined Company Class A common stock);

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each BGC Partners Class B unit will be converted into one share of Combined Company Class B common stock (and the eSpeed Class B common stock will remain outstanding as Combined Company Class B common stock) or, at Cantor's election prior to the closing of the merger, one share of Combined Company Class A common stock;

the one BGC Partners Class C unit will be converted into 100 shares of Combined Company Class B common stock or, at Cantor's election prior to the closing of the merger, 100 shares of Combined Company Class A common stock; and

(1) the BGC Holdings exchangeable limited partnership interests will be exchangeable with the Combined Company for Combined Company Class B common stock or Combined Company Class A common stock in accordance with the terms of the BGC Holdings limited partnership agreement and (2) the BGC Holdings founding partner interests will not be exchangeable with the Combined Company unless otherwise determined by Cantor in accordance with the terms of the BGC Holdings limited partnership agreement.

Cantor currently intends to elect to have the BGC Partners Class B units and the BGC Partners Class C unit converted in the merger into Combined Company Class A common stock.

Concurrently with the merger, BGC Holdings will also issue certain restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC. In addition, BGC will issue to certain employees and other persons who provide services to BGC certain BGC RSUs. The aggregate value of such restricted exchangeable interests and BGC RSUs granted prior to the consummation of the merger will be no greater than \$22,000,000 (with each such right to receive one restricted exchangeable unit or BGC RSU valued for these purposes at the closing price of eSpeed Class A common stock on the date of the grant of the right).

Concurrently with, or immediately after the merger, the Combined Company will contribute its assets and liabilities to BGC U.S. and BGC Global in exchange for limited partnership interests in these entities. As a result of this contribution, the Combined Company will receive limited partnership interests in each of these entities.

**Representations and Warranties**

The merger agreement contains generally customary representations and warranties made by BGC Partners, eSpeed, Cantor, BGC U.S., BGC Global and BGC Holdings. The assertions embodied in those representations and warranties were made solely for purposes of the merger agreement and may be subject to important qualifications and limitations agreed by the parties in connection with negotiating its terms. Moreover, some of those representations and warranties may not be accurate or complete as of any particular date because they are subject to a contractual standard of materiality or Material Adverse Effect (as defined below) different from that generally applicable to public disclosures to stockholders or used for the purpose of allocating risk between the parties to the merger agreement rather than establishing matters of fact. Furthermore, the representations and warranties that are made by BGC Partners or Cantor, the Opcos and BGC Holdings that are contained in the merger agreement will not survive after the first anniversary of the closing date of the merger, except for the representations and warranties made by BGC Partners relating to capitalization, which will continue to be in full force and effect indefinitely. None of the representations and warranties that are made by eSpeed that are contained in the merger agreement will survive the effective time of the merger. Certain representations and warranties were made only as of the date of the merger agreement or such other date as is specified in the merger agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the merger agreement as statements of factual information.

In the merger agreement, BGC Partners, eSpeed, Cantor, BGC U.S., BGC Global and BGC Holdings each made representations and warranties relating to, among other things:

organization and existence;

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power and authority to enter into and perform its obligations under, and the enforceability of, the merger agreement and the transaction documents, which collectively include the merger agreement, the tax receivable agreement, the administrative services agreement, the Tower Bridge administrative services agreement, the separation agreement and the separation registration rights agreement, which we collectively refer to as the transaction documents;

the absence of conflicts with or defaults under organizational documents or other contracts and applicable laws;

required governmental approvals and third-party consents;

the binding effect of the merger agreement;

litigation;

capitalization;

broker s, finder s and similar fees; and

information supplied for inclusion in this proxy statement.

In the merger agreement, BGC Partners also made representations and warranties relating to:

compliance in all material respects with laws and orders of any governmental authority;

financial statements;

material contracts;

no material adverse change;

taxes;

labor relations;

employee benefit plans;

undisclosed liabilities;

intellectual property matters;

privacy of customer information;

potential conflicts of interest;

environmental matters;

insurance;

internal controls related to processing and reporting of financial data;

sufficiency of assets; and

not being an investment company as defined by the Investment Company Act.

In the merger agreement, eSpeed also made representations and warranties relating to:

documents filed with the SEC; and

undisclosed liabilities.

A Material Adverse Effect standard qualifies many of the representations and warranties made by BGC Partners, eSpeed, Cantor, BGC U.S., BGC Global and BGC Holdings. For the purposes of the merger agreement, Material Adverse Effect means any change, event, occurrence, state of facts or development that has a material



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adverse effect on the business, financial condition or results of operation of, in the case of BGC Partners, Cantor, the Opcos and BGC Holdings, BGC Partners and its subsidiaries, taken as a whole, or in the case of eSpeed, eSpeed and its subsidiaries, taken as a whole, other than:

changes in general economic or political conditions (including any outbreak or escalation of hostilities or war or any act of terrorism) or changes in the securities, credit or financial markets in general;

changes adversely and generally affecting the industry in which BGC Partners and its subsidiaries or eSpeed and its subsidiaries, as the case may be, operate;

any failure, in and of itself, by BGC Partners and its subsidiaries or eSpeed and its subsidiaries, as the case may be, to meet any internal or published projections, forecasts or revenues or earnings predictions for any period ending on or after the date of the merger agreement (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be, a Material Adverse Effect);

changes in applicable laws, statutes, rules or regulations of governmental entities, or in applicable accounting regulations or principles or interpretations thereof; or

changes resulting from the consummation of the transactions contemplated by the merger agreement, the separation agreement or the transaction documents, in each case in accordance with the terms thereof, or resulting from any action or omission required pursuant to the terms of the merger agreement or pursuant to the written request of eSpeed or Cantor, as the case may be, except in the case of the first or second bullet above, to the extent such change has a materially disproportionate impact on BGC Partners and its subsidiaries or eSpeed and its subsidiaries, as the case may be, taken as a whole, relative to other for-profit participants in the industry in which BGC Partners and its subsidiaries or eSpeed and its subsidiaries, as the case may be, conduct their businesses after taking into account the collective size of BGC Partners and its subsidiaries or eSpeed and its subsidiaries, as the case may be, relative to such other for-profit participants.

**Conduct of Business Prior to Closing**

Until the completion of the merger, except as contemplated by the merger agreement, Cantor and BGC Partners, on the one hand, and eSpeed, on the other hand, agree to:

in the case of Cantor and BGC Partners, conduct the BGC businesses, and in eSpeed's case, it and its subsidiaries' operations, in the ordinary course of business consistent with past practice;

preserve, in the case of Cantor and BGC Partners, the BGC businesses organization, and in eSpeed's case, its business organization, through commercially reasonable efforts; and

maintain the goodwill of customers, suppliers and others having business relationships, in the case of Cantor and BGC Partners, with the BGC business, and in eSpeed's case, with it and its subsidiaries.

Cantor and BGC Partners have also agreed that, until the completion of the merger, except as contemplated by the merger agreement, they will not, with respect to the BGC businesses, do any of the following without the prior written consent of the Special Committee:

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engage in any material transaction, including capital expenditures, out of the ordinary course of business that would require post-closing expenditures by the Opcos greater than \$10 million per year or \$20 million in the aggregate;

issue, reissue, sell, grant, pledge or otherwise encumber or authorize the issuance, reissuance, sale, grant, pledge or other encumbrance of BGC Partners capital stock shares or equity interests in the Opcos (or BGC Holdings if it would adversely affect BGC Partners economic or governance rights in BGC Holdings) or any rights, warrants or options to acquire any convertible securities or BGC Partners capital stock or equity interests in the Opcos (or BGC Holdings if it would adversely affect BGC Partners economic or governance rights in BGC Holdings);

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except in the ordinary course of business consistent with past practice, sell, lease, encumber, surrender, relinquish, dispose of, transfer, exclusively license, mortgage, pledge or grant any lien on material assets, properties or rights (including capital stock of any of its subsidiaries) except to the extent they are used, retired or replaced in the ordinary course of business consistent with past practice;

declare, set aside or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its capital stock other than cash dividends or dividends declared, set aside, paid or made by a direct or indirect wholly owned subsidiary to BGC Partners;

adjust, split, combine or reclassify any of its capital stock or issue or propose or authorize the issuance of any other securities (including options, warrants or a similar security exercisable for, or convertible into, such other security) in respect of, in lieu of or in substitution for shares of its capital stock;

enter into transactions with affiliates of BGC Partners or its subsidiaries, other than transactions in the ordinary course of business, certain specified transactions or transactions on an arm's length basis with a maximum value of \$500,000;

knowingly take any action, or omit to take any action, or enter into any transaction which has, or would reasonably be expected to have, the effect of materially delaying or otherwise materially impeding the consummation of the transactions contemplated by the merger agreement and the transaction documents;

except in the ordinary course of business consistent with past practice, enter into, modify, amend or terminate any material contract, enter into any successor agreement to an expiring material contract that alters the terms of the expiring material contract or enter into, modify, amend or terminate any new agreement that would have been considered a material contract if it were entered into at or prior to the date of the merger agreement, in each of the above cases if the effect of such action would be materially adverse to BGC Partners and its subsidiaries, taken as a whole;

incur any indebtedness for borrowed money on terms that are not on an arm's length basis;

merge or consolidate with any other person;

change any significant accounting methods, principles or practices by BGC Partners or any of its subsidiaries, unless such change is required by U.S. GAAP;

terminate, cancel, amend or modify any material insurance policies maintained by it covering BGC Partners or any of its subsidiaries or their respective properties not replaced by a comparable insurance coverage amount;

adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of BGC Partners or any of its subsidiaries;

other than with respect to certain litigation matters, institute, compromise, settle or agree to settle any claims (a) involving amounts greater than \$100,000 individually or \$500,000 in the aggregate for which the Combined Company would be responsible after the closing of the merger or (b) that would impose any material, non-monetary obligation on the transferred business that would continue after the effective time of the merger; or

authorize, enter into any agreement or make any commitment to do any of the above.

eSpeed also agreed that, until the completion of the merger, except as contemplated by the merger agreement, it will not do any of the following without prior written consent of Cantor:

adopt or propose any change in its organizational documents;

engage in any material transaction, including capital expenditures, out of the ordinary course of business that would require post-closing expenditures by the Opcos greater than \$10 million per year or \$20 million in the aggregate;

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issue, reissue, sell, grant, pledge or otherwise encumber or authorize the issuance, reissuance, sale, grant, pledge or other encumbrance of its capital stock shares, securities convertible into any class of its capital stock or any rights, warrants or options to acquire any convertible securities or eSpeed capital stock;

except in the ordinary course of business consistent with past practice, sell, lease, encumber, surrender, relinquish, dispose of, transfer, exclusively license, mortgage, pledge or grant any lien on material assets, properties or rights (including capital stock of any of its subsidiaries) except to the extent they are used, retired or replaced in the ordinary course of business consistent with past practice;

declare, set aside or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its capital stock other than cash dividends or dividends declared, set aside, paid or made by a direct or indirect wholly owned subsidiary to eSpeed;

adjust, split, combine or reclassify any of its capital stock or issue or propose or authorize the issuance of any other securities (including options, warrants or similar security exercisable for, or convertible into, such other security) in respect of, in lieu of or in substitution for shares of its capital stock;

purchase, redeem or otherwise acquire any shares of its capital stock or its subsidiaries' capital stock or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities, except for purchases, redemptions or other acquisitions of capital stock or other securities pursuant to an existing restricted stock purchase agreement with current or former employees;

make, change or revoke any material tax election, file any material amended tax return, settle or compromise any material tax claim, change any method of tax accounting, enter into any closing agreement with respect to taxes or make or surrender any material claim for a refund of taxes;

knowingly take any action, or omit to take any action, or enter into any transaction which has, or would reasonably be expected to have, the effect of materially delaying or otherwise materially impeding the consummation of the transactions contemplated by the merger agreement and the transaction documents;

except in the ordinary course of business consistent with past practice, enter into, modify, amend or terminate any material contract, enter into any successor agreement to an expiring material contract that alters the terms of the expiring material contract, or enter into, modify, amend or terminate any new agreement that would have been considered a material contract if it were entered into at or prior to the date of the merger agreement in each of the above cases if the effect of such action would be materially adverse to it and its subsidiaries, taken as a whole;

incur any indebtedness for borrowed money in excess of \$10 million in the aggregate or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for or cancel, the obligations of any person (other than its wholly-owned subsidiaries) for borrowed money or make or authorize any material loan to any person (other than its subsidiaries);

merge or consolidate with any other person or acquire an amount of assets or equity of another person greater than \$25 million;

change any of its or its subsidiaries' significant accounting methods, principles, or practices, unless such change is required by U.S. GAAP;

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terminate, cancel, amend or modify any material insurance policies maintained by and covering it or any of its subsidiaries or their respective properties not replaced by a comparable insurance coverage amount;

adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of it or any of its subsidiaries;

institute, compromise, settle or agree to settle any claims (a) involving amounts greater than \$100,000 individually or \$500,000 in the aggregate for which it would be responsible after the closing of the

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merger or (b) that would impose any material, non-monetary obligation on the transferred business that would continue after the effective time of the merger; or

authorize, enter into any agreement or make any commitment to do any of the above.

**Agreement To Use Reasonable Best Efforts**

Each of the parties to the merger agreement has agreed to use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things proper or advisable to consummate the transactions contemplated by the merger agreement, including using their respective reasonable best efforts to:

obtain all legally required consents, approvals, rulings or authorizations;

obtain any consents required from third parties in connection with the consummation of the transactions contemplated by the merger agreement;

lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to the merger agreement to consummate the transactions contemplated by the merger agreement, including the merger;

effect as promptly as practicable all necessary registrations, filings and responses to requests for additional information or documentary material from a governmental authority, if any;

fulfill all conditions to the merger agreement; and

in the event that eSpeed waives any of the closing conditions related to the closing net equity, closing cash and closing indebtedness of BGC Partners (see Conditions to the Merger Conditions to eSpeed s Obligations ), to ensure as promptly as practicable after the closing of the merger that the closing net equity of BGC Partners is at least equal to the target closing net equity of BGC Partners of \$146.5 million, that the closing cash of BGC Partners is at least equal to the target closing cash of BGC Partners of \$25.0 million and that the aggregate closing indebtedness of BGC Partners is equal to or less than the target closing indebtedness of BGC Partners of \$150.0 million.

The parties to the merger agreement will not be obligated to propose or agree to accept any undertaking or condition, to enter into any consent decree, to make any divestiture or accept any operational restriction, or take or commit to take any action the effectiveness or consummation of which is not conditional on the consummation of the merger or that individually or in the aggregate is or would reasonably be expected to be materially adverse to eSpeed and its subsidiaries or BGC Partners and its subsidiaries, either before or after giving effect to the merger.

In addition, each of the parties to the merger agreement will promptly:

furnish to the other parties any necessary information and reasonably assist the other parties with requests in connection with the foregoing;

inform the other parties of any communication from any governmental authorities regarding the transactions contemplated by the merger;

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provide counsel for the other party with copies of all filings made by such party and all correspondence between such party and its advisors with any governmental authority and any other information supplied by such party and its subsidiaries to a governmental authority or received from such governmental authority in connection with the transactions contemplated by the merger agreement and as necessary to comply with contractual arrangements; and

permit counsel to the other parties, subject to applicable law, to review in advance and consider in good faith the views of such other parties in connection with any proposed written communication to any governmental authority in connection with the contemplated transactions.



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**Transaction Documents; Termination of Joint Services Agreement and Administrative Services Agreements**

On or prior to the closing date of the merger, the parties will, or will cause their applicable subsidiaries to, enter into and execute the transaction documents other than the merger agreement, which include:

the tax receivable agreement;

the administrative services agreement;

the Tower Bridge administrative services agreement;

the separation agreement; and

the separation registration rights agreement.

As of the effective time of the merger, the Combined Company will assume all of the rights and obligations of BGC Partners under the related agreements and will agree to execute such agreements, documents or instruments as are necessary to effect the assumption of such rights and obligations.

Concurrently with the effective time of the merger, the following agreements will automatically terminate:

the JSA;

the existing administrative services agreement, dated as of December 15, 1999, by and among Cantor, Cantor Fitzgerald International, eSpeed, eSpeed Securities, Inc., eSpeed Markets, Inc. and eSpeed Securities International Limited; and

the CantorCO2e/eSpeed Services Agreement, dated as of October 1, 2002, which we refer to as the CO2e services agreement, by and between eSpeed and CantorCO2e, LLC, which we refer to as CO2e.

**License**

The Combined Company will grant Cantor a non-exclusive, perpetual, irrevocable, worldwide, non-transferable and royalty-free license to all software, technology and intellectual property in connection with the operation of Cantor's business on and after the closing date of the merger. The license will not constitute an assignment or transfer of any software, technology or intellectual property owned by a third-party if both (a) such assignment or transfer would be ineffective or would constitute a default under, or other contravention of, the provisions of a contract without the approval or consent of a third-party and (b) such approval or consent is not obtained, provided however that the Combined Company agrees to use its commercially reasonable efforts to obtain any such approval or consent.

Any enhancements and upgrades of the software, technology and intellectual property provided under the license will be provided free of charge to any licensee under the license for one year after the closing date of the merger. The license will not be transferable except to any purchaser of all or substantially all of the business or assets of Cantor or its subsidiaries or to any purchaser of a business, division or subsidiary of Cantor or its subsidiaries pursuant to a bona fide acquisition of a line of business of Cantor or its subsidiaries (provided that (a) such purchaser agrees not to use the software, technology and intellectual property provided under the license to create a fully electronic brokerage system that competes with eSpeed's fully electronic systems for U.S. Treasuries and foreign exchange, (b) BGC Partners is a third-party beneficiary of the transferee's agreement in clause (a) above and (c) Cantor enforces its rights against the purchaser to the extent that it breaches its obligations under clause (a) above).

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Cantor also agreed that it will not use or grant any aspect of the license to create a fully electronic brokerage system that competes with eSpeed's fully electronic systems for U.S. Treasuries and foreign exchange.

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### **Corporate Governance Matters**

From and after the closing date of the merger until six months after Cantor ceases to hold 5% of the Combined Company's voting power, transactions or arrangements between the Combined Company and Cantor will be subject to prior approval by a majority of the Combined Company board of directors that the Combined Company has found to qualify as independent in accordance with the published listing requirements of the NASDAQ Global Market.

During the same timeframe, Cantor and the Combined Company also agree not to employ or engage any officer or employee of the other party without the other party's written consent. However, either party may employ or engage any person who responds to a general solicitation for employment. Cantor may also hire any eSpeed employees who are not brokers and who devote a substantial portion of their time to Cantor or Cantor-related matters or who manage or supervise any such employee, unless such hiring precludes BGC Partners from maintaining and developing its intellectual property in a manner consistent with past practice. Cantor will provide a list of such persons to the Combined Company promptly following the closing date of the merger.

Prior to the contribution of the BGC business in the separation, one or more members of the BGC Partners group may borrow an amount of cash up to the aggregate amount of cash held in the BGC Partners group prior to the contribution of the BGC business in the separation. We refer to this loan as the pre-contribution loan. See Related Agreements Separation Agreement Other Actions in Connection with the Separation Pre-Contribution Loan. At the request of Cantor, eSpeed will be required to fund the pre-contribution loan on or prior to the closing date of the separation. Any amounts borrowed from eSpeed as part of the pre-contribution loan will be repaid in full on the closing date of the merger.

### **Conditions to the Merger**

#### ***Conditions to Each Party's Obligations***

Each party's obligations to complete the merger are subject to the fulfillment or waiver of the following conditions:

adoption of the merger agreement and the transactions contemplated thereby, including the merger and the issuance of shares of Combined Company common stock and rights to acquire Combined Company common stock as consideration in the merger, by the eSpeed stockholders;

NASDAQ listing of the Combined Company Class A common stock to be issued in the merger (and to be issued upon exchange of BGC Holdings exchangeable limited partnership interests, and if applicable, BGC Holdings founding partner interests, BGC Holdings restricted exchangeable interests and BGC Holdings working partner interests or any conversion of Combined Company Class B common stock);

receipt of required governmental approvals (including no imposition of any burdensome condition), including the approval of FINRA, the FSA and other regulatory approvals;

no order, injunction, ruling, decree or judgment by a court or agency and no other legal prohibition restraining, enjoining or preventing the completion of the merger or any of the transactions contemplated by the merger agreement being in effect; and

the separation must have occurred according to the terms of the separation agreement.

#### ***Conditions to eSpeed's Obligations***

eSpeed's obligations to complete the merger are subject to the fulfillment or waiver of the following additional conditions:

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each of the representations and warranties of BGC Partners, Cantor and the Opcos (a) that are qualified by Material Adverse Effect will be true and correct, (b) that are not so qualified will be true and

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correct, except where a failure to be true and correct would not, individually or in the aggregate, constitute a Material Adverse Effect, and (c) the representations and warranties of such parties related to capitalization will be true and correct, except for any de minimis inaccuracy, made as if such representations or warranties contained no qualification or limitation as to materiality or Material Adverse Effect, in each case of (a) through (c), as of the date of the merger agreement and as of the closing date of the merger, as if made on and as of the closing date of the merger (except those expressly limited to a specific date, in which case, as of such specific date);

the covenants and agreements of BGC Partners, Cantor and the Opcos must be performed on or before the closing date of the merger in accordance with the merger agreement;

the estimated closing net equity and the estimated closing cash of BGC Partners must be at least equal to the target closing net equity of \$146.5 million and the target closing cash of \$25.0 million of BGC Partners, respectively, and the estimated closing indebtedness of BGC Partners must be equal to or less than the target closing indebtedness of BGC Partners of \$150.0 million; and

eSpeed must have received a certificate signed by BGC Partners certifying the foregoing conditions relating to the representations, warranties, obligations and closing net equity and closing cash.

***Conditions to BGC Partners Obligations***

The obligations of BGC Partners to complete the merger are subject to the fulfillment or waiver of the following further conditions:

the representations and warranties of eSpeed (a) that are qualified by Material Adverse Effect will be true and correct and (b) that are not so qualified will be true and correct, except where a failure to be true and correct would not, individually or in the aggregate, constitute a Material Adverse Effect, in each case of (a) and (b), as of the date of the merger agreement and as of the closing date of the merger, as if made on and as of the closing date of the merger (except those expressly limited to a specific date, in which case, as of such specific date);

eSpeed's covenants and agreements must be performed on or before the closing date of the merger in accordance with the merger agreement;

BGC Partners must have received a certificate signed by eSpeed certifying the foregoing conditions relating to the representations, warranties and obligations; and

BGC Partners must have received an opinion from its counsel, Wachtell, Lipton, Rosen & Katz, dated the closing date of the merger, confirming that the merger qualifies as an exchange for purposes of Section 351(a) of the Code.

Cantor, BGC Partners and eSpeed may not rely on the failure of any condition pertaining to the representations, warranties, covenants and agreements made by BGC Partners or eSpeed to be satisfied if such failure was caused by a party's failure to perform any of its obligations under the merger agreement, to act in good faith or to use its reasonable best efforts to consummate the transactions contemplated by the merger agreement.

There is a post-closing adjustment process and, to the extent that the actual closing net equity, closing cash or closing indebtedness is different from the target amounts described above, Cantor and the Opcos will take actions (including payment of cash, transfer of assets, incurrence of indebtedness, the creation of intercompany receivables or payables) so that the closing net equity, closing cash and closing indebtedness (taking into account such actions) is equal to the target amounts described above.



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### **Termination of the Merger Agreement**

The merger agreement may be terminated at any time prior to the effective time of the merger, whether before or after eSpeed stockholder adoption has been obtained, as follows:

by mutual written consent of BGC Partners and eSpeed (acting at the direction of the Special Committee); or

by either BGC Partners or eSpeed if:

the merger is not completed on or before April 30, 2008, which we refer to as the Outside Date, unless either BGC Partners or eSpeed exercises its option to extend the Outside Date for an additional period not to exceed 120 days if all other conditions to consummation of the transactions contemplated by the merger agreement were satisfied or were capable of being satisfied, and the sole reason that such transactions had not been satisfied is because of the closing condition related to required government approvals, except that this right to terminate the merger agreement is not available to any party to the merger agreement whose failure to perform any material covenant or obligation under the merger agreement is the primary cause of or resulted in the failure of the transactions contemplated by the merger agreement to occur on or before such date; or

any injunction permanently restrains, enjoins or prohibits the consummation of the transactions contemplated by the merger agreement; or

by BGC Partners, if there has been a material breach of any representation, warranty, covenant or agreement on the part of eSpeed contained in the merger agreement, which breach by its nature is not curable within 45 days of written notice to eSpeed of such breach; or

by eSpeed, if there has been a material breach of any representation, warranty, covenant or agreement on the part of BGC Partners, Cantor, the Opcos or BGC Holdings contained in the merger agreement, which breach by its nature is not curable within 45 days of written notice to the aforementioned parties of such breach.

### **Fees and Expenses**

Each party will bear its own costs and expenses, including attorneys' and other advisors' fees, incurred in connection with the merger agreement (it being understood that the costs and expenses of BGC Partners or Cantor incurred before the merger will be, if applicable, reflected in the calculation of the closing cash and closing net equity).

### **Indemnification and Allocation of Losses**

All representations and warranties made by BGC Partners, Cantor, the Opcos and BGC Holdings that are contained in the merger agreement, its schedules or in any certificate, document or other instrument delivered in connection with the merger agreement will survive the closing of the merger until the first anniversary of the closing date of the merger. The representations and warranties by BGC Partners relating to capitalization will survive the closing of the merger and continue to be in full force and effect indefinitely. None of the representations and warranties made by eSpeed in the merger agreement, its schedules or in any certificate, document or other instrument delivered in connection with the merger agreement will survive the effective time of the merger. Covenants that contemplate or may involve actions to be taken or obligations in effect after the closing of the merger will survive in accordance with their terms.

Cantor has agreed to indemnify the Opcos, their heirs, executors, successors and assigns from losses to the extent resulting from or arising out of:

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the breach of any representation or warranty of BGC Partners, Cantor, the Opcos or BGC Holdings (but only if a claim is presented before the applicable indemnity period terminates) (it being understood that



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for purposes of determining the amount of such loss from a breach or inaccuracy of any representation or warranty, but not, for the avoidance of doubt, for purposes of determining whether there has been a breach or inaccuracy, all references to material and Material Adverse Effect or similar qualifications as to materiality will be deleted therefrom, and certain specified actions will not be taken into account); or

the breach of any covenant or agreement in the merger agreement to be performed by BGC Partners, Cantor, the Opcos or BGC Holdings (except that Cantor is not obligated to indemnify for any losses from or arising out of certain litigation matters, and Cantor's indemnification obligations with respect to other specified matters are limited to losses resulting from the imposition of any fine or other monetary penalty, for the payment of any amount in settlement, resulting from such actions).

From and after the closing date of the merger, any losses of the Opcos arising from certain litigation matters will be allocated to BGC Holdings pursuant to the BGC U.S. limited partnership agreement and BGC Global limited partnership agreement (see Related Agreements Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global ).

Cantor's indemnification obligations are subject to the following limitations:

Cantor is not required to indemnify a party with respect to any claim arising out of its indemnification obligations related to the breach of any representation or warranty unless the aggregate of all indemnifiable losses exceeds \$20 million, in which case Cantor will be responsible only for losses in excess of such amount (provided that Cantor is not required to indemnify a party with respect to any claim arising out of its indemnification obligations related to the breach of any representation or warranty to the extent the aggregate amount of indemnifiable losses (taking into account for these purposes any losses excluded as a result of the \$20 million deductible amount or the de minimis amount described in the bullet below) are in excess of an amount equal to \$170 million (it being agreed that the indemnified parties bear the first \$20 million of such losses) minus the amount of indemnification payments made pursuant to Cantor's indemnification obligations prior to such claim minus the lesser of (1) \$85 million and (2) the amount of losses allocated to BGC Holdings through the allocation mechanism described above prior to the time of the final resolution of such claim); and

Cantor is not required to indemnify a party for losses arising out of its indemnification obligations if such losses are less than \$50,000 or are included as a liability in the final closing balance sheet.

The merger agreement specifies procedures with respect to claims subject to indemnification and related matters.

**Amendment and Waiver**

The merger agreement may not be modified or amended, and no waiver, consent or approval may occur by or on behalf of eSpeed (if prior to the effective time of the merger) or the Combined Company (if on or after the effective time of the merger), except if in writing signed by each party to the merger agreement and by the Special Committee (if before the effective time of the merger) or the audit committee of the Combined Company (if on or after the effective time of the merger).

**Specific Performance, Venue and Jury Trial Waiver**

The parties are entitled to seek injunctions to prevent breaches of and to specifically enforce the terms of the merger agreement. Additionally, each party irrevocably and unconditionally waives any right to a jury trial in respect of any litigation directly or indirectly arising out of or relating to the merger agreement.

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**Publicity; Confidentiality**

Unless otherwise specified, each of the parties agrees to hold and to cause each member of its respective representatives to hold in strict confidence all covered information concerning each other party that is either in its possession or furnished by any such other party or its representatives at any time pursuant to the merger agreement. Covered information will not include publicly available information or non-public information lawfully acquired after the effective time from other sources, provided that the party acquiring such information is not bound by contractual, legal or fiduciary obligations that would limit or prohibit the disclosure of such information.

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**RELATED AGREEMENTS**

*This section of the proxy statement describes the material terms of the separation agreement, the amended and restated limited partnership agreement for BGC Holdings, the amended and restated limited partnership agreements for BGC U.S. and BGC Global, the separation registration rights agreement, the administrative services agreement, the Tower Bridge administrative services agreement and the tax receivable agreement, but does not purport to describe all the terms of such agreements. The following summary is qualified in its entirety by reference to the complete text of the forms of these agreements, which are attached as Annexes to this proxy statement. We urge you to read the full text of these agreements.*

The applicable parties will enter into related agreements on or prior to the merger. In the merger, the Combined Company will assume all of BGC Partners' rights and obligations under the related agreements, including:

the separation agreement;

the amended and restated BGC Holdings limited partnership agreement;

the amended and restated limited partnership agreements of BGC U.S. and BGC Global;

the separation registration rights agreement;

the administrative services agreements;

the tax receivable agreement; and

the Participation Plan.

**Separation Agreement**

***Separation and Contribution***

At the closing of the separation, which pursuant to the merger agreement will occur on or prior to the closing of the merger, Cantor will, in a manner that is expected to be tax-free, contribute, convey, transfer, assign and deliver to BGC Partners and its subsidiaries (including the Opcos), and BGC Partners and its subsidiaries (including the Opcos) will acquire and accept from Cantor, all of the right, title and interest of Cantor to the transferred assets:

specified equity interests related to the BGC businesses;

specified contracts related to the BGC businesses, including employment agreements with transferred employees;

certain rights under the JSA, including rights and obligations in respect of clearance, settlement and fulfillment services, to the extent related to the inter-dealer brokerage business;

all intellectual property primarily related to the BGC businesses being transferred;

all books and records (other than tax returns), files, papers, tapes, disks, manuals, keys, reports, plans, catalogs, sales and promotional materials and all other printed and written materials, to the extent available and primarily related to the BGC businesses; and

all permits or licenses issued by any governmental authority to the extent primarily related to the BGC businesses and permitted by applicable law to be transferred.

Cantor will retain ownership to certain excluded assets, which will include the following, which we refer to as the excluded assets:

all cash, cash equivalents and marketable securities (including any cash, cash equivalents and marketable securities held by any of the transferred entities), except for cash borrowed pursuant to the

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pre-contribution loan (as described under Other Actions in Connection with the Separation Pre-Contribution Loan );

any litigation claim or insurance recovery relating to specified matters, and any insurance policy and proceeds covering any excluded asset or any excluded liability (as defined below);

certain specified equity interests;

all intellectual property or hardware of Cantor not primarily used in the BGC businesses, including any rights (ownership, licensed or otherwise) to use the mark Cantor or Cantor Fitzgerald and any other trademarks, service marks, brand names, Internet domain names, logos, trade dress, trade names, corporate names and other indicia of origin, any derivatives of the foregoing, all registrations and applications for registration of any of the foregoing, in each case, not primarily related to the BGC businesses and all goodwill associated with and symbolized by the foregoing;

all books, records and other data that cannot, without unreasonable effort or expense, be separated from the books and records maintained by Cantor in connection with businesses other than the BGC businesses or to the extent that such books, records and other data relate to excluded assets, excluded liabilities or business employees who do not become transferred business employees and all personnel files and records; and

any asset relating to the other businesses of Cantor (other than any of the transferred assets described in the bullets above). BGC Partners, BGC U.S. and/or BGC Global will assume and be liable for and will pay, perform and discharge as they become due, the transferred liabilities:

all liabilities primarily relating to, arising from or in connection with any transferred business or any transferred asset, regardless of when or where such liability arose and regardless of where or against whom such liability is asserted or determined;

certain liabilities under the JSA to the extent related to the inter-dealer brokerage business, including liabilities related to rights and obligations in respect of clearance, settlement and fulfillment services primarily related to the inter-dealer brokerage business;

all liabilities primarily relating to, arising from or in connection with the transferred business employees and their employment, including all compensation, benefits, severance, workers' compensation and welfare benefit claims and other employment-related liabilities primarily arising from or relating to the conduct of any transferred business; and

certain indebtedness, the total amount of which will not exceed \$150 million. We expect that the indebtedness will include a portion of Cantor's Senior Notes maturing in April 2010, or new debt to Cantor on terms similar to the senior notes, and the interest rate will be fixed at 7.5% per annum.

Cantor will retain and be liable for, and will pay, perform and discharge as they become due, the certain excluded liabilities, which include the following, which we refer to as the excluded liabilities:

any liability of Cantor relating to excluded assets or any retained business, except the liabilities assumed by BGC Partners;

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any guarantee by Cantor to a third-party in respect of certain indebtedness specified in the separation agreement; and

other specified excluded liabilities.

The parties to the separation agreement agree to execute and deliver one or more agreements of assignment and assumption and/or bills of sale or such other instruments of transfer as Cantor may request for the purpose of effecting the separation.

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### ***Other Actions in Connection with the Separation***

#### ***Transfer of Assets to Tower Bridge***

Concurrently with, prior to or after the effective time of the separation, BGC may contribute certain assets to Tower Bridge. Tower Bridge will provide certain services to Cantor pursuant to the Tower Bridge administrative services agreement. Tower Bridge is a consolidated subsidiary of BGC.

#### ***Related Agreements***

Concurrently with, prior to or after the effective time of the separation, Cantor, BGC Partners, the Opcos and BGC Holdings will enter into and execute the related agreements.

#### ***Redemption of Cantor Partners***

Concurrently with, prior to and after the effective time of the separation, Cantor may redeem certain limited partnership interests in Cantor held by certain of its limited partners for (a) new limited partnership interests and/or other interests or rights in Cantor, distribution rights to receive, following the merger, Combined Company common stock held by Cantor, (b) BGC Partners units, cash and/or other property or assets held by Cantor or its subsidiaries and/or (c) limited partnership interests in BGC Holdings, in each case subject to Cantor's terms and conditions. No such action will be taken if it would adversely affect BGC Partners' economic interest in the Opcos, adversely affect BGC Partners' governance rights over the Opcos or impose additional material tax on BGC Partners, in each case as compared to BGC Partners' position if no such action had been taken.

#### ***Repurchase of Certain Cantor or BGC Partners Units and Distribution Rights and Repayment of Certain Obligations***

Following the separation, but prior to the merger, certain limited partners of Cantor and certain founding partners may (A) sell to Cantor for cash all or a portion of the distribution rights and/or BGC Holdings founding partner interests held by such persons, (B) have some or all of their limited partnership interests in Cantor redeemed by Cantor for cash, BGC Partners units and/or other property or assets held by Cantor and/or (C) sell to BGC Partners for cash all or a portion of the BGC Partners units held by such persons (including BGC Partners units that such select persons hold as a result of the distribution rights). The aggregate net proceeds that each such person shall receive as a result of such sale may be used by such person to (a) repay certain loans made from Cantor or its subsidiaries to such person, (b) eliminate certain obligations owed to Cantor or its subsidiaries in respect of existing partnership interests issued to such person, (c) repay certain loans made from third-parties to such person, which loans are guaranteed by Cantor or its subsidiaries, and/or (d) pay for taxes that may be incurred as a result of the contemplated transactions, including the grant of such distribution rights or BGC Holdings founding partner interests, the issuance of BGC Partners units, and/or the sale of the BGC Partners units or BGC Partners common stock. Cantor may exchange the BGC Holdings interests that it acquires for BGC Partners units, which units shall be redeemed by BGC Partners prior to the merger for an amount of cash equal to the cash paid by Cantor to such person in respect of such BGC Holdings interests; and Cantor may have the BGC units underlying any acquired distribution rights redeemed by BGC Partners prior to the merger for an amount of cash equal to the cash paid by Cantor to such person in respect of such distribution rights. See Management Before and After the Merger Repayment of Existing Loans and Required Capital Contributions.

#### ***Pre-Contribution Loan***

Prior to Cantor's contribution of the transferred assets, one or more members of the BGC Partners group may borrow cash up to the aggregate amount of cash in the BGC Partners group prior to the contribution. Under the merger agreement, at Cantor's request, eSpeed shall furnish such pre-contribution loan on or prior to the closing date of the merger. Any amounts so borrowed from eSpeed shall be repaid on the closing date of the merger.

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### ***No Representations and Warranties***

No party will make representations or warranties of any kind concerning the transactions contemplated by the separation agreement. The parties will agree that BGC Partners will bear the economic and legal risk that the conveyance of the transferred assets is insufficient or that the title to those assets is not good, marketable and free from encumbrances.

### ***Further Assurances***

Subject to the terms and conditions set forth in the separation agreement, each of the parties to the separation agreement will agree to use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things proper or advisable under applicable law to consummate the transactions contemplated by the separation agreement. The parties to the separation agreement will also agree that as of the effective time of the separation, BGC Partners will have sole beneficial ownership of the transferred assets and will have assumed the applicable transferred liabilities.

### ***Information***

Cantor and BGC Partners each agree to provide or cause to be provided to the other any information in possession or under control of such respective person, if applicable, that the requesting party reasonably needs:

to comply with reporting, disclosure, filing or other governmental requirements imposed on the requesting party (including under applicable securities or tax laws) by a governmental authority having jurisdiction over the requesting party;

for use in judicial, regulatory, administrative, tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, tax or similar requirements;

for use in the conduct of BGC businesses in accordance with past practice; or

to comply with obligations under the separation agreement or any of the related agreements.

However, in the event that any party to the separation agreement reasonably determines that any such provision of information could be commercially detrimental to such party, violate any law or agreement to which such party is a party or waive any attorney-client privilege applicable to such party, the parties will take all reasonable measures to comply with the above obligations pertaining to information in a manner that avoids any such harm or consequence. A party will not be obligated to provide any information to the extent that it would violate a law or agreement after having taken all reasonable measures. After the effective time of the separation, Cantor will provide to BGC Partners, at no charge and upon request, all financial and other data and information in its possession that BGC Partners deems necessary or advisable in order to prepare its financial statements or other reports, filings or submissions with any governmental authority. Unless otherwise specified, the party providing information will retain property over the information. The party requesting information will reimburse the providing party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such information. In order to facilitate the possible exchange of information, the parties agree to use their reasonable best efforts to retain all information in their respective possession or control at the effective time of the separation in accordance with the policies of Cantor as in effect at the effective time of the separation. Moreover, no party will be liable to another party in the event that provided information that is or is based on an estimate or forecast is found to be inaccurate, in the absence of willful misconduct or fraud by the providing party. Parties will also not be liable for information destroyed after using reasonable best efforts to preserve such information.

After the effective time of the separation, except in the case of an adversarial action by one party against another party, each party will use its reasonable best efforts to make available to the other party or to an indemnifying party choosing to defend or settle any third-party claim, upon reasonable written request, the former, current and future directors, officers, employees, other personnel and agents as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, at the offices of such party during normal business hours. Furthermore, each of the parties will cooperate with each other in the defense of any infringement or similar claim with respect to any intellectual property and will not





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claim to acknowledge the validity or infringing use of any intellectual property of a third-party in a manner that would undermine the defense of such infringement or similar claim.

For a period of three years from the closing of the separation, Cantor will retain the BGC businesses' books, records and other data from prior to the closing of the separation to the extent not transferred to BGC Partners. Before destroying or disposing of such books, records and data, Cantor will notify BGC Partners and, upon request by BGC Partners, will transfer such books, records and other data to BGC Partners to the extent such books, records and other data, without unreasonable effort or expense, can be separated from the books and records maintained by Cantor in connection with businesses other than the transferred businesses, unless BGC Partners agrees to pay for the costs associated with such separation.

In order to maintain attorney-client privilege or work product immunity of any party, the parties will enter into mutually acceptable joint defense agreements.

Each party to the separation agreement will and will cause each of its representatives to hold in strict confidence, with at least the same degree of care that applies to Cantor's confidential and proprietary information pursuant to policies in effect as of the date of the separation agreement, any information concerning each such other party that is either in its possession or furnished by such other party or its representatives at any time pursuant to the separation agreement or any related agreement or otherwise; provided, that such covered information will not include at the time of disclosure information that is publicly available and known by the public or information lawfully acquired from other sources by such party on a non-public basis which sources are, to the knowledge of such acquiring party, not themselves bound by a contractual, legal or fiduciary obligation that would limit or prohibit the distribution of such information.

In the event that any party determines on the advice of its counsel that it is required to disclose any other party's covered information or receives any demand under lawful process or from any governmental authority to disclose or provide any other party's covered information, such party will to the extent practicable and unless otherwise required by applicable law, notify the other party prior to disclosing or providing the covered information. The party providing covered information will provide no more covered information than required and will also cooperate at the expense of the requesting party in seeking any reasonable protective arrangements requested by such other party.

### ***Market Data; Clearing***

Cantor will have the right to be a customer of BGC Partners and to pay the lowest commission paid by any other customer of BGC Partners or its affiliates, whether by volume, dollar or other applicable measurement. However, this right will terminate upon the earlier of a change of control of Cantor and the last day of the calendar quarter during which Cantor represents one of the 15 largest customers of BGC Partners in terms of transaction volume. Cantor will have a right to internally use market data from BGCantor Market Data without cost, but Cantor will not have the right to furnish such data to any third-party.

Until the third anniversary of the closing of the separation, Cantor will provide BGC Partners with services that BGC Partners reasonably determines are reasonably necessary in connection with the clearance, settlement and fulfillment of futures transactions by BGC Partners. BGC Partners will also be entitled to receive from Cantor all of the economic benefits and burdens associated with Cantor's performance of such services. BGC Partners will use its commercially reasonable efforts to reduce and eliminate its need for such services from Cantor.

### ***Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock***

In order to maintain BGC Partners' economic interest in the Opcos, any net proceeds received by BGC Partners from any subsequent issuances of BGC Partners common stock generally will be indirectly contributed to BGC U.S. and BGC Global in exchange for BGC U.S. limited partnership interests and BGC Global limited partnership interests consisting of a number of BGC U.S. units and BGC Global units that will equal the number of shares of BGC Partners common stock issued.

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In addition, BGC Partners may elect to purchase from the Opcos an equal number of BGC U.S. units and BGC Global units through cash or non-cash consideration, and we expect that the Combined Company may reinvest in BGC U.S. and BGC Global, including for the business needs of BGC U.S. and BGC Global.

In the event that BGC Partners acquires any additional BGC U.S. limited partnership interests and BGC Global limited partnership interests from BGC U.S. or BGC Global, Cantor will have the right to cause BGC Holdings to acquire additional BGC U.S. limited partnership interests and BGC Global limited partnership interests from BGC U.S. and BGC Global up to the amount of BGC U.S. units and BGC Global units that would preserve Cantor's relative economic percentage interest in BGC U.S. and BGC Global immediately prior to the acquisition of such additional partnership units by BGC Partners, and Cantor will acquire an equivalent amount of additional BGC Holdings limited partnership interests. The purchase price per BGC U.S. unit and BGC Global unit for any such BGC U.S. limited partnership interests and BGC Global limited partnership interests issued indirectly to Cantor pursuant to its pre-emptive right will be equal to the price paid by BGC Partners per BGC U.S. unit and BGC Global unit. Any such BGC Holdings limited partnership interests issued to Cantor will be designated as exchangeable limited partnership interests.

Cantor will have 10 days after the related issuance of BGC U.S. limited partnership interests and BGC Global limited partnership interests to elect such reinvestment and will have to close such election no later than 120 days following such election.

In addition, the Participation Plan will provide for issuances, in the discretion of BGC Partners' compensation committee or its designee, of BGC Holdings limited partnership interests to present or prospective working partners and executive officers of BGC Partners. Any net proceeds received by BGC Holdings for such issuances generally will be contributed to BGC U.S. and BGC Global in exchange for BGC U.S. limited partnership interests and BGC Global limited partnership interests consisting of a number of BGC U.S. units and BGC Global units equal to the number of BGC Holdings limited partnership interests being issued so that the cost of such compensation award, if any, is borne pro rata by all holders of the BGC U.S. units and BGC Global units, including by BGC Partners. Any BGC Holdings limited partnership interests acquired by the working partners, including any such interests acquired at preferential or historical prices that are less than the prevailing fair market value of common stock, will be designated as BGC Holdings working partner interests and will generally receive distributions from BGC U.S. and BGC Global on an equal basis with all other limited partnership interests.

To the extent that any BGC U.S. units and BGC Global units are issued pursuant to the reinvestment and pre-emptive rights described above, an equal number of BGC U.S. units and BGC Global units will be issued. It is the non-binding intention of BGC Partners (and, after the merger, the Combined Company), BGC U.S., BGC Global and BGC Holdings to maintain a BGC Holdings ratio equal to one. In furtherance of such non-binding intention, in the event of any issuance of BGC U.S. limited partnership interests and BGC Global limited partnership interests to BGC Partners pursuant to voluntary reinvestment, immediately following such an issuance, BGC Partners will generally declare a pro rata stock dividend to its stockholders, and in the event of any issuance of BGC U.S. limited partnership interests and BGC Global limited partnership interests to BGC Holdings pursuant to its pre-emptive rights, BGC Holdings will generally issue a pro rata unit distribution to its partners.

It is the current non-binding intention of BGC Partners to either match the distribution policy of BGC Holdings, so that BGC Partners distributes, as dividends, a substantial portion of the cash it receives from BGC U.S. and BGC Global to the equity holders of BGC Partners or to use such distributions to purchase shares of its common stock. There is, however, no assurance that BGC Partners and BGC Holdings will distribute to their respective equity holders an equal proportion of their profits from BGC U.S. and BGC Global and we expect that in the future BGC Partners may reinvest in BGC U.S. and BGC Global, including for the business needs of BGC U.S. and BGC Global.

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### ***License***

Cantor will grant to BGC Partners a non-exclusive, perpetual, irrevocable, worldwide, non-transferable and royalty-free license to all intellectual property used in connection with BGC Partners' business operation. The license will not constitute an assignment or transfer of any intellectual property owned by a third-party if both (a) such assignment or transfer would be ineffective or would constitute a default under, or other contravention of, contract provisions without the approval or consent of a third-party and (b) such approval or consent is not obtained, provided that Cantor will use its commercially reasonable best efforts to obtain any such approval or consent. The license will not be transferable except to a purchaser of all or substantially all of BGC Partners' business or assets or BGC Partners' business, division or subsidiaries pursuant to a *bona fide* acquisition of BGC Partners' line of business.

### ***Intercompany Agreements; Guarantee Obligations***

All contracts, licenses, commitments or other arrangements, formal or informal, written or oral and whether express or implied, between Cantor and any transferred entity will terminate as of the effective time, and no person party to such contract, license, commitment or other arrangement will have any rights under such contract, license, commitment or arrangement.

The parties will terminate or cause BGC Partners to be substituted in all respects for Cantor in respect of all obligations of Cantor under any transferred liabilities for which Cantor may be liable, as guarantor, original tenant, primary obligor or otherwise, except, in each case, for the indebtedness guarantees and any excluded liability. If such termination or substitution does not take place by the effective time of the separation, BGC Partners (a) will indemnify and hold harmless Cantor for any resulting identifiable losses and (b) will not renew, extend the term of, increase its obligations under, or transfer to a third-party, without Cantor's prior written consent, any loan, lease, contract or other obligation for which Cantor may be liable.

### ***Expenses***

Unless otherwise specified, the party incurring a cost or expense in connection with the separation agreement and its contemplated transactions will pay that cost or expense.

### ***New BGC Partners***

In order to facilitate the tax-free exchanges of the BGC Holdings exchangeable limited partnership interests, Cantor will have a one-time right at BGC Holdings' expense to (a) incorporate, or cause the incorporation of, a newly formed wholly owned subsidiary of BGC Partners, which we refer to as New BGC Partners, (b) incorporate, or cause the incorporation of, a newly formed wholly owned subsidiary of New BGC Partners, which we refer to as New BGC Partners Sub, and (c) cause the merger of New BGC Partners Sub with BGC Partners, with the surviving corporation being a wholly owned subsidiary of New BGC Partners. In connection with such a merger, BGC Partners Class A common stock and Class B common stock will each hold equivalent common stock in New BGC Partners, with identical rights to the applicable class of shares held prior to such merger. As a condition to such merger, BGC Partners will have received an opinion of counsel, reasonably satisfactory to its audit committee, to the effect that such merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. Cantor will indemnify BGC Partners to the extent that BGC Partners incurs any material income taxes as a result of the transactions related to such merger.

### ***Indemnification***

In the separation agreement, Cantor will agree to indemnify BGC Partners and its affiliates and representatives, as well as the Opcos and BGC Holdings and each of their affiliates and representatives, from any breach of any covenant or agreement of Cantor contained in the separation agreement and any excluded asset or excluded liability.

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In the separation agreement, BGC Partners will agree to indemnify Cantor, the Opcos and BGC Holdings and each of their affiliates and representatives from any breach of any covenant or agreement of BGC Partners contained in the separation agreement.

In the separation agreement, the Opcos will agree to indemnify Cantor, BGC Partners and BGC Holdings and their affiliates and representatives from any breach of any covenant or agreement of the Opcos made in the separation agreement and any transferred asset, transferred liability or any BGC business, and BGC Holdings will agree to indemnify Cantor and the Opcos and their affiliates and representatives from any breach of any covenant or agreement of BGC Holdings made in the separation agreement.

Any out-of-pocket liabilities suffered or incurred by a party related to certain litigation matters, including reasonable fees, costs or expenses of enforcing any indemnity, will be allocated to BGC Holdings (and allocated to the capital accounts of the limited partnership interests of BGC Holdings held by Cantor, the founding/working partners and the restricted exchangeable partners (and not BGC Partners) pursuant to the terms of the BGC Holdings limited partnership agreement) (see Amended and Restated BGC Holdings Limited Partnership Agreement Distributions ).

The separation agreement will specify procedures with respect to claims subject to indemnification and related matters.

### ***Employee Matters***

In general, any employee engaged in the conduct of the BGC businesses immediately prior to the closing of the separation agreement, except those employees employed by Cantor primarily in corporate or executive level functions, will be transferred to BGC Partners.

As promptly as practicable following each fiscal quarter of BGC Partners, BGC Partners management will provide a report to its audit committee specifying all of the founding partners who have been terminated by BGC Partners. BGC Partners management will also give its audit committee notice prior to such termination if the capital account underlying the BGC Holdings founding partner interests held by a founding partner or, in the case of a series of related terminations, by a group of founding partners, exceeds \$2.0 million on the date of termination.

### ***Amendment***

The separation agreement may be amended and modified only by a written agreement, signed by all parties to the separation agreement, provided that any amendment or modification will require prior written approval of the Special Committee, if prior to the effective time of the merger, or the audit committee of the Combined Company, if after the effective time of the merger.

### **Amended and Restated BGC Holdings Limited Partnership Agreement**

On or prior to the closing of the merger, the limited partnership agreement of BGC Holdings will be amended and restated.

### ***Management***

BGC Holdings will be managed by its general partner. Immediately after the merger, the Combined Company will hold the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Holdings, and will serve as the general partner of BGC Holdings, which will entitle the Combined Company to control BGC Holdings.

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Under the BGC Holdings limited partnership agreement, the Combined Company, as BGC Holdings' general partner, will manage the business and affairs of BGC Holdings immediately after the merger, but will require Cantor's consent for amendments to the BGC Holdings limited partnership agreement, to decrease distributions to BGC Holdings limited partners to less than 100% of net income received by BGC Holdings (other than with respect to selected extraordinary items as described above), to transfer any BGC U.S. or BGC Global partnership interests beneficially owned by BGC Holdings and to take any other actions that may adversely affect Cantor's exercise of its pre-emptive right to acquire BGC Holdings limited partnership interests, its right of first refusal in respect of BGC Holdings founding partner interests and its right to exchange the BGC Holdings exchangeable limited partnership interests. Cantor's consent will also be required in connection with transfers of BGC Holdings limited partnership interests by other limited partners and the issuance of additional BGC Holdings limited partnership interests outside of the Participation Plan. As described below under Exchanges, BGC Holdings founding partner interests are only exchangeable if Cantor so determines. Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor also expects to grant certain additional exchange rights to Messrs. Amaitis and Lynn.

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

In addition, as described below under Exchanges, the restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement and concurrently with the merger, BGC Holdings will issue restricted exchangeable interests to certain employees of BGC and other persons who provide services to BGC, and each holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation.

The BGC Holdings limited partnership agreement will also provide that BGC Holdings, in its capacity as general partner of each of BGC U.S. and BGC Global, will require Cantor's consent to amend the terms of the BGC U.S. or BGC Global limited partnership agreements or take any other action that may interfere with Cantor's exercise of its pre-emptive right to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. and BGC Global by BGC Holdings) or its rights to exchange the BGC Holdings exchangeable limited partnership interests. Founding/working partners and restricted exchangeable partners will not have any voting rights with respect to their ownership of BGC Holdings limited partnership interests, other than limited consent rights concerning amendments to the terms of the BGC Holdings limited partnership agreement.

***Classes of Interests in BGC Holdings***

Immediately after the completion of the merger, BGC Holdings will have the following outstanding interests:

a general partner interest, which will be held by the Combined Company;

BGC Holdings exchangeable limited partnership interests, which will be held by Cantor;

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BGC Holdings founding partner interests, which are limited partnership interests held by founding partners;

BGC Holdings restricted exchangeable interests, which are limited partnership interests held by restricted exchangeable partners; and

a special voting limited partnership interest, which will be held by the Combined Company and which will entitle the holder thereof to remove and appoint the general partner of BGC Holdings.

For a description of the exchange rights and obligations, see Exchanges. No BGC Holdings founding partner interests will be issued after the merger. The BGC Holdings founding/working partner interests held by founding/working partners will be designated in various classes, reflecting in general the terms of classes of units that the founding partners previously held in Cantor. See Distributions Classes of Founding/Working Partner Interests.

The aggregate number of authorized BGC Holdings units will be 600 million, if the proposed increase in the amount of authorized Class A common stock described in Proposal 2 of this proxy statement is approved by the stockholders, and in the event that the total number of authorized BGC U.S. units under the BGC U.S. limited partnership agreement is increased or decreased after the date of the BGC Holdings limited partnership agreement, the total number of authorized BGC Holdings units will be correspondingly increased or decreased by the same number so that the number of authorized BGC Holdings units equals the number of authorized BGC U.S. units.

Any authorized but unissued BGC Holdings units may be issued:

pursuant to the contribution and the separation;

to Cantor and members of the Cantor group, in connection with a reinvestment in BGC Holdings as described in Separation Agreement Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock;

with respect to BGC Holdings founding/working partner interests, to an eligible recipient, which means any limited partner or member of the Cantor group or affiliate, employee or partner thereof, in each case as directed by the BGC Holdings exchangeable limited partners (or any other person or entity not primarily engaged in a business that competes with BGC Holdings or its subsidiaries);

as otherwise agreed by each of BGC Partners, as general partner, and the BGC Holdings exchangeable limited partners (by the affirmative vote of a BGC Holdings exchangeable limited partnership interest majority in interest);

pursuant to the Participation Plan as described in Separation Agreement Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock or in connection with the merger;

to any founding/working partner or restricted exchangeable partner pursuant to the BGC Holdings limited partnership agreement; and

to any BGC Holdings partner in connection with a conversion of an issued unit and interest into a different class or type of unit and interest.

There will be no additional classes of partnership interests in BGC Holdings.

***Exchanges***

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After the first anniversary of the completion of the merger, the BGC Holdings limited partnership interests held by Cantor will be exchangeable with the Combined Company for Combined Company Class B common



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stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). Cantor will, however, be able to exchange up to an aggregate of 20 million of its BGC Holdings limited partnership interests prior to the first anniversary of the completion of the merger for shares of Combined Company Class A common stock in connection with a broad-based public offering of all of the shares of Combined Company Class A common stock received upon such exchange, underwritten by a nationally recognized investment banking firm. In addition, prior to the merger, a portion of the BGC Holdings founding partner interests held by Messrs. Lynn and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will be sold to Cantor for cash, and the aggregate net proceeds of such sales will be used as described in Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions. Upon acquiring such BGC Holdings founding partner interests from these select persons, Cantor will exchange them for equity interests in BGC Partners on a one-for-one basis, and prior to the merger, BGC Partners will redeem such BGC Partners equity interests from Cantor for cash equal to the amount paid by Cantor to the select persons in respect of such interests. See Certain Relationships and Related Transactions Before and After the Merger Repayment of Existing Loans and Required Capital Contributions.

The BGC Holdings limited partnership interests that Cantor transfers to founding partners in redemption of their current limited partnership interests in Cantor at the time of the separation will not be exchangeable with BGC Partners unless (1) Cantor reacquires such interests from the founding partners (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with BGC Partners for BGC Partners Class A common stock or Class B common stock as described above, or (2) Cantor determines that such interests can be exchanged by such founding partners with BGC Partners for BGC Partners Class A common stock, generally on a one-for-one basis (subject to customary anti-dilution adjustments), on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on BGC Partners (which exchange of certain interests Cantor expects to permit from time to time). In particular, Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. Cantor also expects to grant certain additional exchange rights to Messrs. Amaitis and Lynn. See Certain Relationships and Related Transactions Before and After the Merger Exchangeability of Founding Partner Interests.

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement. See Certain Relationships and Related Transactions Before and After the Merger Exchangeability of Working Partner Interests.

The restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement. See Restricted Exchangeable Units.

The one-for-one exchange ratio between BGC Holdings units and BGC Partners Class B common stock and Class A common stock will not be adjusted to the extent that BGC Partners has made a dividend, subdivision, combination, distribution or issuance to maintain the BGC Partners ratio pursuant to a reinvestment by BGC Holdings pursuant to its reinvestment right.

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Upon receipt by BGC Partners of any BGC Holdings exchangeable limited partnership interest or BGC Holdings founding partner interest, BGC Holdings restricted exchangeable interest or BGC Holdings working partner interest that is exchangeable, pursuant to an exchange, such interest being so exchanged will cease to be outstanding and will be automatically and fully cancelled, and such interest will automatically be designated as a BGC Holdings regular limited partnership interest, will have all rights and obligations of a holder of BGC Holdings regular limited partnership interests and will cease to be designated as a BGC Holdings exchangeable interest or BGC Holdings founding partner interest, BGC Holdings restricted exchangeable interest or BGC Holdings working partner interest that is exchangeable, and will not be exchangeable.

With each exchange, BGC Partners' indirect interest in BGC U.S. and BGC Global will proportionately increase, because immediately following an exchange, BGC Holdings will redeem the BGC Holdings unit so acquired for the BGC U.S. limited partnership interest and the BGC Global limited partnership interest underlying such BGC Holdings unit. The acquired BGC U.S. limited partnership interest and BGC Global limited partnership interest will be appropriately adjusted to reflect the impact of certain litigation matters and the intention of the parties to the BGC Holdings limited partnership agreement for BGC Holdings (and not BGC Partners) to realize the economic benefits and burdens of such potential claims.

In addition, upon a transfer of a BGC Holdings exchangeable limited partnership interest that is not permitted by the BGC Holdings limited partnership agreement (see [Transfers of Interests](#) ), such interest will cease to be designated as a BGC Holdings exchangeable limited partnership interest and will automatically be designated as a regular limited partnership interest.

In the case of an exchange of an exchangeable limited partnership interest or a founding partner interest (or portion thereof), the aggregate capital account of the BGC Holdings unit so exchanged will equal a pro rata portion of the total aggregate capital account of all exchangeable limited partner units and founding partner units then outstanding, reflecting the portion of all such exchangeable limited partner units and founding partner units then outstanding represented by the units so exchanged. The aggregate capital account of such exchanging partner in such partner's remaining exchangeable limited partner units and/or founding partner units will be reduced by an equivalent amount. If the aggregate capital account of such partner is insufficient to permit such a reduction without resulting in a negative capital account, the amount of such insufficiency will be satisfied by reallocating capital from the capital accounts of the exchangeable limited partners and the founding partners to the capital account of the units so exchanged, pro rata based on the number of units underlying the outstanding exchangeable limited partnership interests and the founding partner interests or based on other factors as determined by a BGC Holdings exchangeable limited partnership interest majority in interest.

In the case of an exchange of a restricted exchangeable interest or working partner interest, the aggregate capital account of the BGC Holdings units so exchanged will equal the capital account of the restricted exchangeable interest or working partner interest (or portion thereof), as the case may be, represented by such BGC Holdings units.

BGC Partners has agreed to reserve, out of its authorized but unissued BGC Partners Class B common stock and BGC Partners Class A common stock, a sufficient number of shares of BGC Partners Class B common stock and BGC Partners Class A common stock solely to effect the exchange of all then outstanding BGC Holdings exchangeable limited partnership interests, the BGC Holdings founding partner interests, if exchangeable, and BGC Holdings restricted exchangeable interests into shares of BGC Partners Class B common stock and BGC Partners Class A common stock pursuant to the exchanges (subject, in the case of BGC Partners Class B common stock, to the maximum number of shares authorized but unissued under the BGC Partners certificate of incorporation as then in effect) and a sufficient number of shares of BGC Partners Class A common stock to effect the exchange of shares of BGC Partners Class B common stock issued or issuable in respect of exchangeable BGC Holdings limited partnership interests. BGC Partners has agreed that all shares of BGC Partners Class B common stock and BGC Partners Class A common stock issued in an exchange will be duly authorized, validly issued, fully paid and nonassessable and will be free from pre-emptive rights and free of any encumbrances.

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Immediately following an exchange of any BGC Holdings exchangeable limited partnership interest, BGC Holdings founding partner interest, BGC Holdings restricted exchangeable interest or BGC Holdings working partner interest, BGC Holdings will redeem such interest and related BGC Holdings units received in the exchange by BGC Partners in exchange for U.S. Opco limited partnership interests and Global Opco limited partnership interests in accordance with the BGC Holdings limited partnership agreement.

### ***Distributions***

#### ***General***

The profit and loss of BGC U.S. and BGC Global will generally be allocated based on the total number of BGC U.S. units and BGC Global units outstanding, other than in the case of certain litigation matters, the impact of which will be allocated to the BGC U.S. and BGC Global partners who are members of the BGC Holdings group as described in Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global. The profit and loss of BGC Holdings will generally be allocated based on the total number of BGC Holdings units outstanding, other than the impact of certain litigation matters, which will be allocated to the BGC Holdings partners who are members of the Cantor group, or who are founding/working partners or who are restricted exchangeable partners.

BGC Holdings will distribute to holders of the BGC Holdings limited partnership interests (subject to the allocation of certain litigation matters, to BGC Holdings partners who are members of the Cantor group, or who are founding/working partners or who are restricted exchangeable partners (and not to BGC Partners):

with respect to partners who are members of the Cantor group and the founding/working partners, on or prior to each estimated tax due date (the 15<sup>th</sup> day of each April, June, September and December in the case of a partner that is not an individual, and the 15<sup>th</sup> day of each April, June, September and January in the case of a partner who is an individual), such partner's estimated proportionate quarterly tax distribution for such fiscal quarter; and

as promptly as practicable after the end of each fiscal quarter, an amount equal to the excess, if any of (a) the net positive cumulative amount allocated to such partner's capital account pursuant to the BGC Holdings limited partnership agreement the date of such agreement, over (b) the amount of any prior distributions to such partner.

Pursuant to the terms of the BGC Holdings limited partnership agreement, distributions by BGC Holdings to its partners may not be decreased below 100% of net income received by BGC Holdings from BGC U.S. and BGC Global (other than with respect to selected extraordinary items with respect to founding/working partners or restricted exchangeable partners, such as the disposition directly or indirectly of partnership assets outside of the ordinary course of business) unless BGC Partners determines otherwise, subject to Cantor's consent (as the holder of the BGC Holdings exchangeable limited partnership interests). The BGC Holdings general partner, with the consent of Cantor, as the holder of the BGC Holdings exchangeable limited partnership interest majority in interest, may direct BGC Holdings to distribute all or part of any amount distributable to a founding/working partner or a restricted exchangeable partner in the form of a distribution of publicly traded shares, including shares of any capital stock of any other entity if such shares are listed on any national securities exchange or included for quotation in any quotation system in the United States, which we refer to as publicly traded shares, or in other property.

In addition, the BGC Holdings general partner, with the consent of Cantor, as holder of a majority of the BGC Holdings exchangeable limited partnership interests, in its sole and absolute discretion, may direct BGC Holdings, upon a founding/working partner's or a restricted exchangeable partner's death, retirement, withdrawal from BGC Holdings or other full or partial redemption of BGC Holdings units, to distribute to such partner (or to his or her personal representative, as the case may be) a number of publicly traded shares or an amount of other property that BGC Holdings general partner determines is appropriate in light of the goodwill associated with

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such partner and his, her or its BGC Holdings units, such partner's length of service, responsibilities and contributions to BGC Holdings and/or other factors deemed to be relevant by BGC Holdings. Any such distribution of publicly traded shares or other property to a partner as described in the prior sentence will result in a net reduction in such partner's capital account and adjusted capital account, unless otherwise determined by the BGC Holdings general partner in its sole and absolute discretion, provided that any gain recognized as a result of such distribution will not affect such partner's capital account, unless otherwise determined by both the BGC Holdings general partner and Cantor.

The separation agreement and the BGC Holdings limited partnership agreement will, however, provide that any and all items of income, gain, loss or deduction resulting from certain specified items allocated entirely to the capital accounts of the limited partnership interests in BGC U.S. and BGC Global held by BGC Holdings will be allocated entirely to the capital accounts of BGC Holdings limited partnership interests held by its founding/working partners, its restricted exchangeable partners and Cantor as described below under Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global Distributions. In addition, distributions with respect to selected extraordinary transactions, such as a disposition directly or indirectly of partnership assets outside the ordinary course of business, may be withheld from the founding/working partners and the restricted exchangeable partners and distributed over time subject to the satisfaction of conditions set by BGC Partners, as the general partner of BGC Holdings, such as continued service to BGC Partners. See Redemption of BGC Holdings Founding/Working Partner Interests and Restricted Exchangeable Interests. Any amounts that are withheld from distribution and forfeited by the founding/working partners and the restricted exchangeable partners with respect to such extraordinary transactions will be distributed to Cantor in respect of the BGC Holdings limited partnership interests held by Cantor.

No partner may charge or encumber its BGC Holdings limited partnership interest or otherwise subject such interest to any encumbrance, except those created by the BGC Holdings limited partnership agreement. However, a BGC Holdings exchangeable limited partner may encumber its BGC Holdings exchangeable limited partnership interest in connection with any bona fide bank financing transaction.

***Classes of Founding/Working Partner Interests***

Founding/working partners will initially hold six classes of BGC Holdings units underlying such partner's BGC Holdings founding partner interests and BGC Holdings working partner interests, respectively: High Distribution, High Distribution II, High Distribution III, High Distribution IV, Grant and Matching Grant. In general, the rights and obligations of founding/working partners with respect to their BGC Holdings units will be similar, but not identical, to the rights and obligations of current limited partners in Cantor with respect to their Cantor units. See Risk Factors Risks Related to the Merger Reorganizing BGC Partners from a privately held firm to part of a publicly traded company may adversely affect BGC Partners' ability to retain, recruit and motivate key employees and Restricted Exchangeable Units. Each class of BGC Holdings units held by founding/working partners will generally entitle the holder to receive a pro rata share of the distributions of income received by BGC Holdings. See Distributions. High Distribution II and High Distribution III units differ from High Distribution units, however, in that holders of High Distribution II and High Distribution III units paid at their original issuance, or the original issuance of their predecessor interests in Cantor, only a portion (generally approximately 20% in the case of High Distribution II Units and 14.3% in the case of High Distribution III Units) of the amount that would have been paid by a holder of a High Distribution unit as of that date, with the remaining amount (increased by a stated rate), which we refer to as a HD II Account Obligation or HD III Account Obligation, as applicable, paid, withheld from later distributions or withheld from redemption payments on a stated schedule (generally four years in the case of High Distribution II units and seven years in the case of High Distribution III units). With respect to High Distribution II Units and High Distribution III Units issued in redemption of similar units in Cantor, such remaining amounts paid, withheld from later distributions or withheld from redemption payments on such a stated schedule will be paid to Cantor rather than to BGC Holdings. High Distribution IV units differ from High Distribution units in that holders of High Distribution IV units are entitled to receive an additional payment following redemption, as described in

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Redemption of BGC Holdings Founding/Working Partner Interests. Grant Units and Matching Grant Units differ from the other classes of BGC Holdings units in the calculation and the compensatory tax treatment of amounts payable upon redemption of such units.

***Restricted Exchangeable Units***

Prior to the merger, in the fourth quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. The number of restricted exchangeable interests to be issued would be determined based on a discount to the eSpeed share price as of the date of such agreement. These agreements further provide that, in the event the merger does not occur by December 31, 2008, the employee will receive a cash payment equal to 110% of the foregone compensation. Such cash payment will be made by the applicable employer or, in the event such employer fails to make payment, the BGC Division. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. Each holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. See Exchanges ; Partner Obligations.

***Partner Obligations***

Each of the founding/working partners and each of the restricted exchangeable partners will be subject to certain partner obligations, which we refer to as partner obligations. The partner obligations constitute an undertaking by each of the founding/working partners and each of the restricted exchangeable partners will have a duty of loyalty to BGC Holdings and that, during the period from the date on which a person first becomes a partner through the applicable specified period following the date on which such partner ceases, for any reason, to be a partner, the partner will not, directly or indirectly (including by or through an affiliate):

engage in any activity of the nature set forth in clauses (2) through (5) of the definition of competitive activity (as defined below) or take any action that results directly or indirectly in revenues or other benefit for that founding/working partner or restricted exchangeable partner, as the case may be or any third-party that is or could be considered to be engaged in any activity of the nature set forth in clauses (2) through (5) of the definition of competitive activity, except as otherwise agreed to in writing by BGC Holdings general partner, in its sole and absolute discretion, for the one-year period following the date on which such partner ceases, for any reason, to be a founding/working partner or restricted exchangeable partner, as the case may be;

A founding/working partner or restricted exchangeable partner, as the case may be, is considered to have engaged in a competitive activity if such partner (including by or through his, her or its affiliates), during the applicable restricted period, which we collectively refer to as the competitive activities :

- (1) directly or indirectly, or by action in concert with others, solicits, induces, or influences, or attempts to solicit, induce or influence, any other partner, employee or consultant of Cantor, BGC Partners or any member of the Cantor group or affiliated entity to terminate their employment or other business arrangements with Cantor, BGC Partners or any member of the Cantor group or affiliated entity, or to engage in any competing business (as defined below) or hires, employs, engages (including as a consultant or partner) or otherwise enters into a competing business with any such person;
- (2) solicits any of the customers of Cantor, BGC Partners or any member of the Cantor group or affiliated entity (or any of their employees), induces such customers or their employees to reduce their volume of business with, terminate their relationship with or otherwise adversely affect their relationship with, Cantor, BGC Partners or any member of the Cantor group or affiliated entity;

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- (3) does business with any person who was a customer of Cantor, BGC Partners or any member of the Cantor group or affiliated entity during the 12 month period prior to such partner becoming a terminated or bankrupt partner if such business would constitute a competing business;
  
- (4) directly or indirectly engages in, represents in any way, or is connected with, any competing business, directly competing with the business of Cantor, BGC Partners or any member of the Cantor group or affiliated entity, whether such engagement shall be as officer, director, owner, employee, partner, consultant, affiliate or other participant in any competing business;  
or
  
- (5) assists others in engaging in any competing business in the manner described in the foregoing clause (4).

Competing business means an activity that (a) involves the development and operations of electronic trading systems, (b) involves the conduct of the wholesale or institutional brokerage business, (c) consists of marketing, manipulating or distributing financial price information of a type supplied by Cantor, BGC Partners, or, after the merger, the Combined Company, or any member of the Cantor group or affiliated entity to information distribution services or (d) competes with any other business conducted by Cantor, BGC Partners, or, after the merger, the Combined Company, any member of the Cantor group or affiliated entity or eSpeed if such business was first engaged in by Cantor, BGC Partners, or, after the merger, the Combined Company, or eSpeed took substantial steps in anticipation of commencing such business and prior to the date on which such founding/working partner or restricted exchangeable partner, as the case may be, ceases to be a founding/working partner or restricted exchangeable partner, as the case may be.

engage in any activity of the nature set forth in clause (1) of the definition of the competitive activity (as defined above);

breach a founding/working partner's or restricted exchangeable partner's, as the case may be, duty of loyalty to BGC Holdings, through the four-year period following the date on which such partner ceases, for any reason, to be a founding/working partner or restricted exchangeable partner, as the case may be;

make or participate in the making of (including through the founding/working partner's or restricted exchangeable partner's, as the case may be, affiliates, respective agents or representatives) any comments to the media (print, broadcast, electronic or otherwise) that are disparaging regarding BGC Partners, or, after the merger, the Combined Company, or the senior executive officers of BGC Partners, or, after the merger, the Combined Company, or are otherwise contrary to the interests of BGC Partners, or, after the merger, the Combined Company, as determined by BGC Holdings' general partner in its sole and absolute discretion, for the four-year period following the date on which such partner ceases, for any reason, to be a founding/working partner or a restricted exchangeable partner, as the case may be;

except as permitted with respect to corporate opportunities and fiduciary duties in the BGC Holdings limited partnership agreement (see Corporate Opportunities; Fiduciary Duty ) take advantage of, or provide another person with the opportunity to take advantage of, a BGC Partners, or, after the merger, a Combined Company, corporate opportunity (as such term would apply to BGC Holdings if it were a corporation) including opportunities related to intellectual property, which for this purpose shall require granting BGC Partners, or, after the merger, the Combined Company, a right of first refusal to acquire any assets, stock or other ownership interest in a business being sold by any founding/working partner or a restricted exchangeable partner, as the case may be, or affiliate of such partner if an investment in such business would constitute a corporate opportunity (as such term would apply to BGC Holdings if it were a corporation), that has not been presented to and rejected by BGC Partners, or, after the merger, the Combined Company, or that BGC Partners, or, after the merger, the Combined Company, rejects but reserves for possible further action by BGC Partners, or, after the merger, the Combined Company, in writing, unless otherwise consented to by BGC Holdings' general partner in writing in its sole and absolute discretion, for a four-year period following the date on which such partner ceases, for any reason, to be a founding/working partner or a restricted exchangeable partner, as the case may be; or

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otherwise take any action to harm, that harms or that reasonably could be expected to harm, BGC Partners, or, after the merger, the Combined Company, for a four-year period following the date on which a founding/working partner or a restricted exchangeable partner, as the case may be, ceases, for any reason, to be a founding/working partner or a restricted exchangeable partner, as the case may be including any breach of its confidentiality obligations.

Notwithstanding anything to the contrary, and unless Cantor determines otherwise, none of such partner obligations apply to any founding/working partner or restricted exchangeable partner that is also a Cantor company or any of its affiliates or any partner or member of a Cantor company or any of its affiliates.

The determination of whether a founding/working partner or restricted exchangeable partner has breached his or her partner obligations will be made in good faith by BGC Holdings' general partner in its sole and absolute discretion, which determination will be final and binding. If a founding/working partner or a restricted exchangeable partner breaches his, her or its partner obligations, then, in addition to any other rights or remedies that the BGC Holdings' general partner may have, and unless otherwise determined by the BGC Holdings' general partner in its sole and absolute discretion, (1) upon and for each and/or any BGC Holdings fiscal quarter during any portion of which such breach has occurred or is continuing, the founding/working partner or a restricted exchangeable partner, as the case may be, will not be allocated any BGC Holdings income for such fiscal quarter, and will not receive any BGC Holdings distributions for such fiscal quarter, that the founding/working partner or a restricted exchangeable partner, as the case may be, otherwise would be entitled to receive, and, if any such allocations or distributions are made after the breach occurs, the founding/working partner's or a restricted exchangeable partner's, as the case may be, right to future allocations and distributions (including for periods after the breach has ceased and including redemption or similar payments) will be offset accordingly; and (2) if there shall be two or more breaches of such partner obligation, such founding/working partner's or a restricted exchangeable partner's, as the case may be, BGC Holdings units will be redeemed for their base amount, which shall be \$0, and the founding/working partner or a restricted exchangeable partner, as the case may be, will have no right to receive any consideration therefor or any further distributions, or any other distributions or payments of cash, stock or property, to which the founding/working partner or restricted exchangeable partner, as the case may be, otherwise might be entitled.

Any founding/working partner or restricted exchangeable partner, as the case may be, that breaches his or her partner obligations is required to indemnify BGC Holdings for and pay any resulting attorneys' fees, as well as any and all damages resulting from such breach. In addition, upon breach of the BGC Holdings limited partnership agreement by or the termination or bankruptcy of a founding/working or a restricted exchangeable partner, as the case may be, that is subject to the partner obligations, or if any such partner owes any amount to BGC Holdings or to any affiliated entity or fails to pay any amount to any other person with respect to which amount BGC Holdings or any affiliated entity is a guarantor or surety or is similarly liable (in each case whether or not such amount is then due and payable), BGC Holdings has the right to set off the amount that such partner owes to BGC Holdings or any affiliated entity or any such other person under any agreement or otherwise and the amount of any cost or expense incurred or projected to be incurred by BGC Holdings in connection with such breach, such termination or bankruptcy or such indebtedness (including attorneys' fees and any diminution in value of any BGC Holdings assets and including in each case both monetary obligations and the fair market value of any non cash item and amounts not yet due or incurred) against any amounts that it owes to such partner under the BGC Holdings limited partnership agreement or otherwise, or to reduce the capital account, the base amount and/or the distributions (quarterly or otherwise) of such partner by any such amount.

A founding/working partner or a restricted exchangeable partner, as the case may be, shall become a terminated partner upon (a) the actual termination of the employment of such partner, so that such partner is no longer an employee of BGC U.S., BGC Global or any affiliated entity, with or without cause by the employer, by such partner or by reason of death, (b) the termination by the BGC Holdings general partner, which may occur without the termination of a partner's employment, of such partner's status as a partner by reason of a determination by the BGC Holdings general partner that such partner has breached the BGC Holdings limited partnership agreement or that such partner has ceased to provide substantial services to BGC Holdings or any affiliated entity,

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even if such cessation is at the direction of BGC Holdings or any affiliated entity, or (c) ceasing to be a partner for any reason. With respect to a corporate or other entity partner, such partner shall also be considered terminated upon the termination of the beneficial owner, grantor, beneficiary or trustee of such partner.

A founding/working partner or a restricted exchangeable partner, as the case may be, shall become a bankrupt partner upon (a) making an assignment for the benefit of creditors, (b) filing a voluntary petition in bankruptcy, (c) the adjudication of such partner as bankrupt or insolvent, or the entry against such partner of an order for relief in any bankruptcy or insolvency proceeding; provided that such order for relief or involuntary proceeding is not stayed or dismissed within 120 days, (d) the filing by such partner of a petition or answer seeking for his, her or itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy statute, law or regulation, (e) the filing by such partner of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of that nature or (f) the appointment of or seeking of the appointment of (in each case by any person) a trustee, receiver or liquidator of it or of all or any substantial part of the properties of such founding/working partner. With respect to a corporate founding/working partner, bankruptcy will also include the occurrence of any of the foregoing events with respect to the beneficial owner of the majority of the stock of such partner. Notwithstanding the foregoing, no event shall constitute a bankruptcy of a founding/working partner or restricted exchangeable partner, as the case may be, unless the BGC Holdings general partner so determines in its discretion.

***Redemption of BGC Holdings Founding/Working Partner Interests and Restricted Exchangeable Interests***

Unlike the BGC Holdings limited partnership interests held by Cantor, the classes of BGC Holdings limited partnership interests held by founding partners, working partners and restricted exchangeable partners (to the extent such restricted exchangeable interests have not become exchangeable) will be subject to purchase and redemption by BGC Holdings in the following circumstances (subject to Cantor's right of first refusal as described in Cantor's Right of First Refusal):

except as otherwise agreed to by each of the BGC Holdings general partner, the BGC Holdings exchangeable limited partners (by a majority of the BGC Holdings exchangeable limited partnership interests) and the applicable founding partner, upon (1) any termination or bankruptcy of a founding partner (or the termination or bankruptcy of the beneficial owner of the stock or other ownership interest of any such founding partner that is a corporation or other entity) or (2) mutual agreement of Cantor and the BGC Holdings general partner, BGC Holdings will purchase and redeem from such founding partner or his, her or its representative, and such founding partner or his, her or its representative will sell to BGC Holdings, all or a portion of the founding partner interests held by such founding partner (and, with the consent of the BGC Holdings general partner and Cantor, BGC Holdings may assign its right to purchase such founding partner interest to another partner); and

except as otherwise agreed to by each of the BGC Holdings general partner and the applicable working partner or restricted exchangeable partner, as the case may be, upon (1) any termination or bankruptcy of a working partner or restricted exchangeable partner, as the case may be (or the termination or bankruptcy of the beneficial owner of the stock or other ownership interest of any such working partner that is a corporation or other entity), or (2) an election of the BGC Holdings general partner for any reason or for no reason whatsoever, BGC Holdings will purchase and redeem from such working partner or his, her or its representative, and such working partner or his, her or its representative will sell to BGC Holdings, all or a portion of the working partner interest held by such working partner (and, with the consent of the BGC Holdings general partner and Cantor, BGC Holdings may assign its right to purchase such partner interest to another partner).

Founding/working partner interests or restricted exchangeable interests, as the case may be, will be redeemed at a pre-determined formula redemption price. The redemption price for a BGC Holdings founding/working partner interests or restricted exchangeable partner, as the case may be, generally reflects the purchase price paid by such partner for his or her interest, adjusted to reflect such partner's share of changes in the book



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value of BGC Holdings. For purposes of determining the redemption price, the book value is determined in accordance with the BGC Holdings limited partnership agreement, which in general does not take into account goodwill or going concern value.

In the case of BGC Holdings founding partner interests, the founding partner's purchase price for such BGC Holdings limited partnership interests initially will be equal to the redemption price for his or her Cantor limited partnership interests that would have been paid by Cantor as of the date of the mandatory redemption, which in general is determined in the same manner as the redemption price for interests in BGC Holdings.

In general, with respect to terminated or bankrupt founding/working partners or terminated or bankrupt restricted exchangeable interests, as the case may be, a portion of the redemption price, which we refer to as the base amount, is to be paid within 90 days of redemption, with the remainder of the redemption price paid on each of the following four anniversaries. The base amount is calculated pursuant to a formula, and it reflects a larger percentage of the total redemption price for founding/working partners or restricted exchangeable partners, as the case may be, who have been partners for a longer period in BGC Holdings. The base amount of BGC Holdings founding partner interests, the base amount of BGC Holdings restricted exchangeable interests and the base amount for any BGC Holdings founding/working partner interests designated as Grant Units, Matching Grant Units, High Distribution III Units and High Distribution IV Units will each at all times be zero. The portion of the redemption price that is to be paid to a terminated or bankrupt founding/working partner or terminated or bankrupt restricted exchangeable interests, as the case may be, on each of the four anniversaries following a redemption is conditioned on the redeemed partner not having engaged in a competitive activity or violated his or her partner obligations.

The general partner of BGC Holdings may also withhold each founding/working partner's or restricted exchangeable partner's, as the case may be, share of distributions attributable to income and loss with respect to selected extraordinary transactions, such as the disposition directly or indirectly of partnership assets outside the ordinary course of business. With respect to terminated or bankrupt founding/working partners or terminated or bankrupt restricted exchangeable interests, as the case may be, such partner whose limited partnership interests in BGC Holdings are redeemed will receive payments reflecting these extraordinary items only to the extent that such partner's right to receive these payments has vested (with 30% vesting on the third anniversary of the applicable event or, if later, the date of acquisition of interests in BGC Holdings and the remainder vesting ratably over a seven year vesting schedule, provided that the BGC Holdings general partner may in its sole and absolute discretion accelerate the vesting of such amounts), with payments made on each of the first five anniversaries of the redemption of such limited partner interests. These payments are conditioned on such partner not violating his or her partner obligations or engaged in any competitive activity, prior to the date such payments are completed and are subject to prepayment at the sole and absolute discretion of the BGC Holdings general partner at any time. Any amounts that are withheld from distribution and forfeited by such partners will be distributed to Cantor in respect of its BGC Holdings limited partnership interests.

Any distribution to a holder of High Distribution II Units or High Distribution III Units, including with respect to Additional Amounts payable upon redemption, may be reduced in the discretion of the BGC Holdings general partner to satisfy such holders' HD II Account Obligation or HD III Account Obligation, as applicable, as described above in Distributions Classes of Founding/Working Partner Interests. Upon the purchase by Cantor of High Distribution II Units or High Distribution III Units issued in redemption of similar units in Cantor, the amount payable by Cantor to acquire such units will be reduced by an amount equal to the HD II Account Obligation or HD III Account Obligation, as applicable, with respect to such units.

In addition, holders of High Distribution IV units (all of which are being issued in exchange for High Distribution IV units previously issued by Cantor to such holders) are entitled to receive an additional payment, one-fourth of such amount being payable on each of the first four anniversaries of redemption, reflecting a fixed amount determined as of the date of the original issuance of the predecessor High Distribution IV units by Cantor.

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BGC Holdings may in its discretion make redemption payments in property, including in BGC Partners units, rather than in cash and may in its discretion accelerate the amount of these payments and, in recognition of a founding/working partner's or restricted exchangeable partner's, as the case may be, contributions to the business, increase these payments to reflect BGC Holdings' goodwill or going concern value.

In the event of such a redemption or purchase by BGC Holdings of any BGC Holdings founding/working partner interests, BGC Holdings will cause BGC U.S. and BGC Global to redeem and purchase from BGC Holdings a number of BGC U.S. units and BGC Global units, in each case, equal to (1) the number of units underlying the redeemed or purchased BGC Holdings founding/working partner interests or restricted exchangeable interests, as the case may be, multiplied by (2) the Holdings ratio as of immediately before the redemption or purchase of such BGC Holdings founding/working partner interests or restricted exchangeable interests, as the case may be. The purchase price paid to BGC U.S. and BGC Global will be an amount of cash equal to the amount required by BGC Holdings to redeem or purchase such interest. Upon mutual agreement of the BGC Holdings general partner, the BGC U.S. general partner and the BGC Global general partner, BGC U.S. and BGC Global may, instead of cash, pay all or a portion of such aggregate purchase price, in publicly traded shares.

***Cantor's Right of First Refusal***

*BGC Holdings Founding Partner Interests.* Cantor will have a right of first refusal to purchase any BGC Holdings founding partner interests that are called for redemption by BGC Holdings upon termination or bankruptcy of a founding partner or upon mutual consent of the general partner of BGC Holdings and Cantor. Cantor will have the right to purchase such BGC Holdings founding partner interests at a price equal to the lesser of (1) the amount that BGC Holdings would be required to pay to redeem and purchase such BGC Holdings founding partner interests were BGC Holdings to redeem and purchase such BGC Holdings founding partner interest and (2) the amount equal to (x) the number of units underlying such founding partner interest, multiplied by (y) the exchange ratio as of the date of such purchase, multiplied by (z) the then current market price of BGC Partners Class A common stock. Cantor may pay such price using cash, publicly traded shares or other property, or a combination of the foregoing. If Cantor (or the other member of the Cantor group acquiring such founding partner interest, as the case may be) so purchases a founding partner interest at a price equal to clause (2) above, neither Cantor, any member of the Cantor group nor BGC Holdings or any other person is obligated to pay the holder of such founding partner interest any amount in excess of the amount set forth in clause (2) above.

Any BGC Holdings founding partner interests acquired by Cantor, while not exchangeable in the hands of the founding partner absent a determination by Cantor to the contrary, will be exchangeable by Cantor for shares of Combined Company Class B common stock or, at Cantor's election, shares of Combined Company Class A common stock, in each case, on a one-for-one basis (subject to customary anti-dilution adjustments), on the same basis as the Cantor interests, and will be designated as BGC Holdings exchangeable limited partnership interests when acquired by Cantor. This may permit Cantor to receive a larger share of income generated by the Combined Company's business at a less expensive price than through purchasing shares of Combined Company Class A common stock, which is a result of the price payable by Cantor to a founding partner upon acquisition of such partner's founding partner interest.

*BGC Holdings Working Partner Interests and BGC Holdings Restricted Exchangeable Interests.* Cantor will have a right of first refusal with respect to any BGC Holdings working partner interests or BGC Holdings restricted exchangeable interests (that have not become exchangeable), as the case may be, that (1) are called for redemption by BGC Holdings upon termination or bankruptcy of a working partner or (2) are called for redemption by BGC Holdings, in each case, if BGC Holdings elects to transfer the right to purchase such interest to a BGC Holdings partner rather than redeem such interest itself. This right will permit Cantor to purchase these BGC Holdings working partner interests or BGC Holdings restricted exchangeable interests, as the case may be, on the same terms that such BGC Holdings partner would have had a right to purchase such BGC Holdings working partner interest or BGC Holdings restricted exchangeable interest, as the case may be.

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### *Transfers of Interests*

In general, subject to the exceptions described below, no BGC Holdings partner may transfer or agree to transfer all or any portion of, or any rights, title and interest in and to, its interest in BGC Holdings.

Regular limited partners (other than the special voting limited partner of BGC Holdings), including exchangeable limited partners, of BGC Holdings may transfer limited partnership interests in the following circumstances:

in connection with the contribution and the separation;

in connection with an exchange with BGC Partners, if applicable;

if the transferee limited partner will be a member of the Cantor group; or

with the prior written consent of the general partner and the exchangeable limited partners (by affirmative vote of a BGC Holdings exchangeable limited partnership interest majority in interest, not to be unreasonably withheld or delayed).

With respect to any exchangeable limited partnership interest transferred by Cantor to another person, Cantor may elect, prior to or at the time of such transfer, either (1) that such person will receive such interest in the form of an exchangeable limited partnership interest and that such person will thereafter be an exchangeable limited partner so long as such person continues to hold such interest or (2) that such person will receive such interest in the form of a regular limited partnership interest (other than an exchangeable limited partnership interest or a special voting limited partnership interest of BGC Holdings), including as a founding partner interest, working partner interest or otherwise, and that such person will not be an exchangeable limited partner as a result of holding such interest.

Founding partners may transfer BGC Holdings founding partner interests in the following circumstances:

in connection with the contribution and the separation;

in connection with an exchange with BGC Partners, if applicable;

pursuant to a redemption or exercise of right of first refusal;

if the transferee limited partner will be a member of the Cantor group (except that in the event such transferee ceases to be a member of the Cantor group, such interest will automatically transfer to Cantor);

with the consent of the BGC Holdings exchangeable limited partnership interest majority in interest, to any other founding partner;  
or

with the mutual consent of the general partner and the BGC Holdings exchangeable limited partnership interest majority in interest (which consent may be withheld for any reason), to any other person.

Working partners and restricted exchangeable partners may transfer BGC Holdings working partner interests or BGC Holdings restricted exchangeable interests, as the case may be, in the following circumstances:

pursuant to a redemption, in the case of working partners, and the grants concurrently with the merger, in the case of restricted exchangeable partners;

in connection with an exchange with BGC Partners, if applicable;

if the transferee limited partner will be a member of the Cantor group (except that in the event such transferee ceases to be a member of the Cantor group, such interest will automatically transfer to Cantor); or

with the mutual consent of the general partner and the BGC Holdings exchangeable limited partnership interest majority in interest. The special voting limited partner may transfer the special voting limited partnership interest in connection with the contribution and the separation or to a wholly owned subsidiary of BGC Partners (except that in the event such transferee ceases to be a wholly owned subsidiary of BGC Partners, the special voting partnership interest will automatically be transferred to BGC Partners, without any further action required on part of BGC Holdings, BGC Partners or any other person).

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The general partner may transfer its general partnership interest in the following circumstances:

in connection with the contribution and separation;

to a new general partner as described below; or

with the special voting limited partner's prior written consent, to any other person.

The special voting limited partner may in its sole and absolute discretion remove any general partner, with or without cause. The general partner may resign as the general partner of BGC Holdings for any reason, except that as a condition to any removal or resignation, the special voting limited partner will first appoint a new general partner who will be admitted to BGC Holdings as the new general partner, and the resigning or removed general partner will transfer its entire general partnership interest to the new general partner.

## ***Amendments***

The BGC Holdings limited partnership agreement cannot be amended except with the approval of each of the general partner and the exchangeable limited partners (by the affirmative vote of a BGC Holdings exchangeable limited partnership interest majority in interest) of BGC Holdings. In addition, the BGC Holdings limited partnership agreement cannot be amended to:

amend any provisions which require the consent of a specified percentage in interest of the limited partners without the consent of that specified percentage in interest of the limited partners;

alter the interest of any partner in the amount or timing of distributions or the allocation of profits, losses or credits, if such alteration would either materially adversely affect the economic interest of a partner or would materially adversely affect the value of interests, without the consent of the partners holding at least two-thirds of all units, in the case of an amendment applying in, substantially similar manner to all classes of interests, or two-thirds in interest of the affected class or classes of the partners, in the case of any other amendment; or

alter the special voting limited partner's ability to remove a general partner.

The general partner of BGC Holdings may authorize any amendment to correct any technically incorrect statement or error in order to further the parties' intent or to correct any formality or error or defect in the execution of the BGC Holdings limited partnership agreement.

In the event of any material amendment to the BGC Holdings limited partnership agreement that materially adversely affects the interest of a founding/working partner or a restricted exchangeable partner, as the case may be, in the partnership or the value of founding/working partner interests or restricted exchangeable interests, as the case may be, held by such partner in the amount or timing of distributions or the allocation of profits, losses or credit, then such partner who does not vote in favor of such amendment has a right to elect to be a terminated partner of BGC Holdings, regardless of whether there is an actual termination of the employment of such partner. The BGC Holdings general partner will have a right, in the event of such election by a founding/working partner or a restricted exchangeable partner, as the case may be, to revoke and terminate such proposed amendment to the BGC Holdings limited partnership agreement.

## ***Corporate Opportunity; Fiduciary Duty***

The BGC Holdings limited partnership agreement will contain similar corporate opportunity provisions to those included in the Combined Company certificate of incorporation with respect to the Combined Company and/or Cantor and their respective representatives. See Description of the Combined Company Capital Stock Anti-Takeover Effects of the Combined Company Certificate of Incorporation and By-laws and Delaware Law Corporate Opportunity.



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### ***Parity of Interests***

The BGC Holdings limited partnership agreement will provide that it is the non-binding intention of each of the partners of BGC Holdings that the BGC Holdings ratio at all times equal one. It will be the non-binding intention of each of the partners of BGC Holdings and of BGC Holdings that there be a parallel issuance or repurchase transaction by BGC Holdings in the event of any issuance or repurchase by BGC U.S. of BGC U.S. units to or held by BGC Holdings so that the BGC Holdings ratio at all times equals one.

### **Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global**

On or prior to the closing of the merger, each of BGC U.S. and BGC Global will enter into amended and restated limited partnership agreements.

### ***Management***

BGC U.S. and BGC Global each will be managed by their general partner, which will be BGC Holdings. BGC Holdings, in turn, will hold the BGC U.S. general partnership interest and the BGC U.S. special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC U.S., and the BGC Global general partnership interest and the BGC Global special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Global, and will serve as the general partner of each of BGC U.S. and BGC Global, which will entitle BGC Holdings (and thereby, BGC Partners, and, after the merger, the Combined Company) to control each of BGC U.S. and BGC Global, subject to limited consent rights of Cantor and to the rights of BGC Holdings as the special voting limited partner. BGC Holdings will hold its BGC Global general partnership interest through a company incorporated in the Cayman Islands, BGC GP Limited.

Cantor's consent rights will mean that BGC Holdings, in its capacity as general partner of each of BGC U.S. and BGC Global, will require Cantor's consent to amend the terms of the BGC U.S. limited partnership agreement or BGC Global limited partnership agreement or take any other action that may adversely affect Cantor's exercise of its pre-emptive right (See Separation Agreement Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock ) to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. and BGC Global by BGC Holdings) or right to exchange BGC Holdings exchangeable limited partnership interests. The Combined Company, in its capacity as the general partner of BGC Holdings, will not cause BGC Holdings, in its capacity as the general partner of BGC U.S. and BGC Global, to make any amendments (other than ministerial or other immaterial amendments) to the limited partnership agreement of either BGC U.S. or BGC Global unless such action is approved by a majority of the Combined Company's independent directors.

### ***Classes of Interests in the Opcos***

Immediately after the completion of the merger, BGC U.S. and BGC Global will each have the following outstanding interests:

a general partner interest, which will be held by BGC Holdings;

limited partnership interests, which will directly and indirectly be held by the Combined Company and BGC Holdings; and

a special voting limited partnership interest, which will be held by BGC Holdings and which will entitle the holder thereof to remove and appoint the general partner of BGC U.S. or BGC Global, as the case may be.

The aggregate number of authorized units in each of BGC U.S. and BGC Global will be 600 million, if the proposed increase in the amount of authorized Class A common stock described in Proposal 2 of this proxy statement is approved by the stockholders, and in the event that the total number of authorized shares of

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Combined Company common stock under the Combined Company certificate of incorporation is increased or decreased after the date of the BGC U.S. limited partnership agreement and BGC Global limited partnership agreement, as the case may be, the total number of authorized units in each of BGC U.S. and BGC Global, as the case may be, will be correspondingly increased or decreased by the same number so that the number of authorized BGC U.S. units and BGC Global units, as the case may be, equals the number of authorized shares of Combined Company common stock.

Any authorized but unissued BGC U.S. units or BGC Global units, as the case may be, may be issued:

pursuant to the contribution and the separation;

to the BGC Partners and/or BGC Holdings and members of their group, as the case may be, in connection with an investment in BGC U.S. and BGC Global as described above in Separation Agreement Reinvestments in the Opcos; Pre-Emptive Rights; Distributions to Holders of BGC Partners Common Stock;

to the Combined Company and/or BGC Holdings or members of its group in connection with a redemption pursuant to the BGC Holdings limited partnership agreement as described in Amended and Restated BGC Holdings Limited Partnership Agreement Redemption of BGC Holdings Founding/Working Partner Interests and Restricted Exchangeable Interests;

as otherwise agreed by each of the general partner and the limited partners (by affirmative vote of the limited partners holding a majority of the units underlying limited partnership interests outstanding of BGC U.S. or BGC Global, as the case may be (except that if BGC Holdings and its group holds a majority in interest and Cantor and its group holds a majority of units underlying the BGC Holdings exchangeable limited partnership interests, then majority of interest means Cantor), which we refer to as an Opcos majority in interest;

to BGC Partners or BGC Holdings in connection with a grant of equity by BGC Partners or BGC Holdings; and

to any BGC U.S. or BGC Global partner, as the case may be, in connection with a conversion of an issued unit and interest into a different class or type of unit and interest.

There will be no additional classes of partnership interests in BGC U.S. or BGC Global.

### ***Distributions***

The profit and loss of BGC U.S. and BGC Global will generally be allocated based on the total number of BGC U.S. units and BGC Global units outstanding, other than in the case of certain litigation matters, the impact of which will be allocated to the BGC U.S. and BGC Global partners who are members of the BGC Holdings group.

BGC U.S. and BGC Global will each distribute to each of its partners (subject to the allocation of certain litigation matters to BGC U.S. and BGC Global partners, as the case may be, who are members of the BGC Holdings group):

on or prior to each estimated tax due date (the 15<sup>th</sup> day of each April, June, September and December, in the case of a partner that is not an individual, and the 15<sup>th</sup> day of each April, June, September and January in the case of a partner who is an individual, or, in each case, if earlier with respect to any quarter, the date on which BGC Partners is required to make an estimated tax payment), such partner's estimated proportionate quarterly tax distribution for such fiscal quarter;



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on or prior to each estimated tax due date for partners who are members of the BGC Holdings group, an amount (positive or negative) for such fiscal quarter in respect of items of income, gain, loss or deduction allocated in respect of certain litigation matters; and

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as promptly as practicable after the end of each fiscal quarter, an amount equal to the excess, if any of (a) the net positive cumulative amount allocated to such partner's capital account pursuant to the BGC U.S. limited partnership agreement or BGC Global limited partnership agreement, as the case may be, after the date of such agreement, over (b) the amount of any prior distributions to such partner.

BGC U.S. or BGC Global, as the case may be, may, with the prior written consent of the holders of an Opcos majority in interest of the limited partnership interests, decrease the total amount distributed by BGC U.S. or BGC Global, as the case may be. In addition, if BGC U.S. or BGC Global, as the case may be, is unable to make the distributions required above as a result of any losses of the Opcos arising from the certain litigation claims (see Information About BGC Partners Business Legal Proceedings ), then BGC U.S. or BGC Global, as the case may be, will use reasonable best efforts to borrow such amounts as are necessary to make distributions that would have been received by the BGC Partners group in the absence of any such potential litigation claims and to make the estimated proportionate quarterly tax distribution to the Cantor group. The borrowing costs of any such borrowing will be treated as part of such potential litigation claims.

***Transfers of Interests***

In general, subject to the exceptions described below, no BGC U.S. partner or BGC Global partner, as the case may be, may transfer or agree to transfer all or any portion of, or any rights, title and interest in and to, its interest in BGC U.S. or BGC Global, as the case may be.

Limited partners of BGC U.S. and BGC Global may transfer their limited partnership interests in the following circumstances:

in connection with the contribution and the separation;

if the transferee limited partner will be a member of the BGC Partners group or the BGC Holdings group; or

with the prior written consent of the general partner and the limited partners (by affirmative vote of an Opcos majority in interest, not to be unreasonably withheld or delayed).

The special voting limited partner may transfer the special voting limited partnership interest in connection with the contribution and the separation or to a wholly owned subsidiary of BGC Holdings (except that in the event such transferee ceases to be a wholly owned subsidiary of BGC Holdings, the special voting partnership interest will automatically be transferred to BGC Holdings, without any further action required on part of BGC U.S. or BGC Global, as the case may be, BGC Holdings or any other person).

The general partner may transfer its general partnership interest in the following circumstances:

in connection with the contribution and separation;

to a new general partner; or

with the special voting limited partner's prior written consent.

The special voting limited partner may in its sole and absolute discretion remove any general partner, with or without cause. The general partner may resign as the general partner of BGC U.S. or BGC Global, as the case may be, for any reason, except that as a condition to any removal or resignation, the special voting limited partner will first appoint a new general partner who will be admitted to BGC U.S. or BGC Global, as the case may be, and the resigning or removed general partner will transfer its entire general partnership interest to the new general partner.

No partner may charge or encumber its BGC U.S. or BGC Global interest, as the case may be, or otherwise subject such interest to any encumbrance, except those created by the BGC U.S. limited partnership agreement or BGC Global limited partnership interest, as the case may be.



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### ***Amendments***

Each of the BGC U.S. and BGC Global limited partnership agreements cannot be amended except with the approval of each of the general partner and the limited partners (by the affirmative vote of an Opcos majority in interest) of BGC U.S. or BGC Global, as the case may be. In addition, each of the BGC U.S. and BGC Global limited partnership agreements cannot be amended to:

amend any provisions which require the consent of a specified percentage in interest of the limited partners without the consent of that specified percentage in interest of the limited partners;

alter the interest of any partner in the amount or timing of distributions or the allocation of profits, losses or credits, if such alteration would either materially adversely affect the economic interest of a partner or would materially adversely affect the value of interests, without the consent of the partners holding at least two-thirds of all units, in the case of an amendment applying in, substantially similar manner to all classes of interests, or two-thirds in interest of the affected class or classes of the partners, in the case of any other amendment; or

alter the special voting limited partner's ability to remove a general partner.

The general partner of BGC U.S. or BGC Global, as the case may be, may authorize any amendment to correct any technically incorrect statement or error in order to further the parties' intent or to correct any formality or error or defect in the execution of the BGC U.S. or BGC Global limited partnership agreement, as the case may be.

### ***Corporate Opportunity; Fiduciary Duty***

The BGC U.S. limited partnership agreement and BGC Global limited partnership agreement will contain similar corporate opportunity provisions to those included in the Combined Company certificate of incorporation with respect to the Combined Company and/or BGC Holdings and their respective representatives. See Description of the Combined Company Capital Stock Anti-Takeover Effects of the Combined Company Certificate of Incorporation and By-laws and Delaware Law Corporate Opportunity.

### ***Parity of Interests***

The BGC U.S. limited partnership agreement and BGC Global limited partnership agreement will provide that it is the non-binding intention of each of the partners of BGC U.S. and BGC Global that the number of outstanding BGC U.S. units equal the number of outstanding BGC Global units. It will be the non-binding intention of each of the partners of BGC U.S. and BGC Global that there be a parallel issuance or repurchase transaction by BGC U.S. or BGC Global in the event of any issuance or repurchase by the other Opco so that the number of outstanding BGC U.S. units at all times equals the number of outstanding BGC Global units.

### **Separation Registration Rights Agreement**

In connection with the separation, BGC Partners will enter into the separation registration rights agreement with Cantor which will provide that the holders of BGC Partners units, or, after the merger, Combined Company common stock, issued or to be issued upon exchange of the BGC Holdings exchangeable limited partnership interests held by Cantor or upon conversion of Class B common units into Class A common units or Class B common stock into Class A common stock, as the case may be, will be granted registration rights. We refer to these shares as registrable securities, and we refer to the holders of these registrable securities as holders.

The separation registration rights agreement will provide that, after exchange of the BGC Holdings exchangeable limited partnership interests or conversion of Class B units into Class A units or Class B common stock into Class A common stock, as the case may be, each holder is entitled to unlimited piggyback registration rights, meaning that each holder can include his or her registrable securities in registration statements filed by BGC Partners, or, after the merger, the Combined Company, subject to certain limitations.

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The separation registration rights agreement also will grant Cantor four demand registration rights requiring that BGC Partners, or, after the merger, the Combined Company, register the Class A units or shares of Class A common stock, as the case may be, held by Cantor, provided that the amount of securities subject to such demand constitutes at least 10% of the Class A units or shares of Class A common stock, as the case may be, outstanding or has an aggregate market value in excess of \$20 million.

BGC Partners, or, after the merger, the Combined Company, will pay the costs but the holders will pay for any underwriting discounts or commissions or transfer taxes associated with all such registrations.

## **Administrative Services Agreements**

The Tower Bridge administrative services agreement and the administrative services agreement, which we collectively refer to as the administrative service agreements, will have an initial term of three years. Thereafter, the administrative services agreements will renew automatically for successive one-year terms, unless any party provides written notice to the other parties of its desire to terminate the agreement, in the case of the Tower Bridge administrative services agreement, at least 180 days, or, in the case of the administrative services agreement, 120 days, before the end of any such year ending during the initial or extended term, in which event the administrative services agreement will end with respect to the terminating party on the last day of such term. In addition, any particular service provided under the administrative services agreements may be cancelled by any party, with at least 90 days prior written notice to the providing party, with no effect on the other services. The terminating party will be charged a termination fee equal to the costs incurred by the party providing services as a result of such termination, including, any severance or cancellation fees.

During the term of the administrative services agreements, the parties shall provide administrative and technical support services to each other, including:

administration and benefits services;

employee benefits, human resources, and payroll services;

financial and operations services;

internal auditing services;

legal related services;

risk and credit services;

accounting and general tax services;

space, personnel, hardware and equipment services;

communication and data facilities;

facilities management services;

promotional, sales, and marketing services;

procuring of insurance coverage; and

any miscellaneous services to which the parties reasonably agree.

The administrative services agreements include provisions for allowing a provider or affiliate to arrange for a third party to provide for the services.

In consideration for the services provided, the providing party will charge the other party (including any applicable taxes) an amount based on (1) the amount equal to direct cost that the providing party estimates it will incur or actually incurs in performing those services, including third party charges incurred in providing services,

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plus (2) a reasonable allocation of other costs determined in a consistent and fair manner so as to cover the providing party's appropriate costs or in such other manner the parties agree. In addition, the Tower Bridge administrative services agreement provides that the receiving party shall pay a mark-up on such costs in an amount to be agreed by the parties from time to time.

The administrative services agreements will provide that the services recipient will generally indemnify the services provider for liabilities that it incurs arising from the provision of services other than liabilities arising from fraud or willful misconduct of the service provider.

BGCI will continue to provide assets (principally computer equipment), systems/infrastructure and office space in the United Kingdom and Europe to Cantor, and, to the extent applicable, BGCI and its affiliates will continue to do the same in Asia as well, but it is expected that certain of those assets and office space will be transferred to Tower Bridge or another service entity (subject to necessary third party consents). BGCI will provide these assets and office space to Tower Bridge to allow it to conduct its business. BGCI will charge Cantor on the same basis as it charges Tower Bridge (although it will charge Tower Bridge without any mark-up). Tower Bridge will charge Cantor on the basis described above for such assets and office space once such assets and office space are transferred to Tower Bridge. These assets may be subject to operating leases with third-party leasing companies. eSpeed believes that the rate on such leases, subleases or licenses will be no greater than would be incurred with a third party on an arm's length basis.

### **Tax Receivable Agreement**

As part of the separation, through its subsidiaries, BGC Partners will purchase BGC U.S. limited partnership interests and BGC Global limited partnership interests issued to Cantor. In addition, the BGC Holdings exchangeable limited partnership interests received by Cantor may, in effect, be exchanged, together with the related BGC Partners units, in the future for shares of Combined Company Class B common stock (or at Cantor's option, or if there are no additional authorized but unissued shares of Combined Company Class B common stock, Combined Company Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments). The purchase will and the exchanges may result in increases in the tax basis of the tangible and intangible assets of each of BGC U.S. and BGC Global attributable to BGC Partners, or, after the merger, the Combined Company's, interest in BGC U.S. and BGC Global that otherwise would not have been available, although the Internal Revenue Service may challenge all or part of that tax basis increase, and a court could sustain such a challenge by the Internal Revenue Service. These increases in tax basis, if sustained, may reduce the amount of tax that BGC Partners, or, after the merger, the Combined Company, would otherwise be required to pay in the future.

In connection with the separation and related transactions, BGC Partners will enter into, and, after the merger, the Combined Company will assume BGC Partners' rights and obligations under, a tax receivable agreement with Cantor that will provide for the payment by the Combined Company to Cantor of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that it actually realizes as a result of these increases in tax basis and of certain other tax benefits related to its entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. It is expected that the Combined Company will benefit from the remaining 15% of cash savings, if any, in income tax that it realizes. The Combined Company will determine, after consultation with Cantor, the extent to which it is permitted to claim any such tax benefits, and such tax benefits will be taken into account in computing any cash savings so long as the Combined Company's accountants agree that it is at least more likely than not that such tax benefit is available.

Pursuant to the tax receivable agreement, 20% of each payment that would otherwise be made by the Combined Company will be deposited into an escrow account until the expiration of the statute of limitations for the tax year to which the payment relates. If the Internal Revenue Service successfully challenges the availability of any tax benefit and determines that a tax benefit is not available, the Combined Company will be entitled to

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receive reimbursements from Cantor for amounts it previously paid under the tax receivable agreement and Cantor will indemnify the Combined Company and hold it harmless with respect to any interest or penalties in respect of the disallowance of any deductions which gave rise to the payment under the tax receivable agreement (together with reasonable attorneys' and accountants' fees incurred in connection with any related tax contest, but only to the extent Cantor is permitted to control such contest). Any such reimbursement or indemnification payment shall be satisfied first from the escrow account (to the extent funded in respect of such payments under the tax receivable agreement).

For purposes of the tax receivable agreement, cash savings in income and franchise tax will be computed by comparing the Combined Company's actual income and franchise tax liability to the amount of such taxes that the Combined Company would have been required to pay had there been no depreciation or amortization deductions available to the Combined Company with respect to its acquisition of interests in BGC U.S. and BGC Global, and had BGC Partners not entered into the tax receivable agreement. The term of the tax receivable agreement will commence upon completion of the merger and the transactions contemplated by the merger agreement and will continue until all such tax benefits have been utilized or expired, unless the Combined Company (with the approval by a majority of the independent directors of the Combined Company) exercises its right to terminate the tax receivable agreement for an amount based on an agreed value of payments remaining to be made under the agreement, provided that if Cantor and the Combined Company cannot agree upon a value, the agreement will remain in full force and effect. The actual amount and timing of any payment under the tax receivable agreement will vary depending on a number of factors, including the timing of exchanges and the amount and timing of the Combined Company's income.

Any amendment to the tax receivable agreement will be subject to approval by a majority of the independent directors of the Combined Company.

## **BGC Holdings Participation Plan**

In connection with the separation, BGC Holdings intends to adopt the Participation Plan as a means to attract, retain, motivate and reward present founding partners, present or prospective restricted exchangeable partners and prospective working partners and executive officers of BGC Partners by enabling such founding/working partners, restricted exchangeable partners and executive officers to acquire or increase their ownership interests in BGC Holdings. In the merger, the Combined Company will assume the obligations of BGC Partners in connection with the Participation Plan.

The Participation Plan will be administered by BGC Partners, or, after the merger, the Combined Company's, compensation committee or its designee. The Participation Plan will provide for the grant of BGC Holdings limited partnership interests issuable pursuant to the BGC Holdings limited partnership agreement as of the date of the Participation Plan or as may thereafter be issuable thereunder. The total number of BGC Holdings limited partnership interests issuable under the Participation Plan will be determined from time to time by the board of directors of the Combined Company; provided, that interests exchangeable for or otherwise representing the right to acquire Combined Company common stock may only be granted to the extent such shares are available for issuance under the BGC Partners Long Term Incentive Plan, as amended and restated. The compensation committee will have broad administrative authority to, among other things, select present founding partners, present or prospective restricted exchangeable partners or prospective working partners and executive officers entitled to receive purchase rights, determine the number and type of partnership interests covered by a purchase right, including whether such partnership interests will be exchangeable for or otherwise represent the right to receive Combined Company common stock, determine the purchase period, determine the terms and conditions of any purchase rights and interpret and administer the Participation Plan. The compensation committee will have the discretion to determine the price of the purchase right, which may be set at preferential or historical prices that are less than the prevailing fair market value of Class A common stock.



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The Participation Plan will provide that the compensation committee may at any time amend or terminate the Participation Plan, provided that, without the participant's written consent, no such amendment or termination will adversely affect any outstanding purchase rights. Amendments to the Participation Plan will require stockholder approval only if required by applicable laws or applicable regulatory requirements.

The form of the Participation Plan is set forth in Annex I to this proxy statement, and the above description of the Participation Plan is only intended to be a summary of the key provisions of the Participation Plan. Such summary is qualified in its entirety by the actual text of the form of the Participation Plan to which reference is made.

**Table of Contents****MANAGEMENT BEFORE AND AFTER THE MERGER****Directors and Executive Officers Before and After the Merger**

The following table provides information regarding our directors and executive officers before the merger and the directors and executive officers of the Combined Company after the merger.

<b>Name</b>	<b>Age</b>	<b>Pre-Merger Title</b>	<b>Post-Merger Title</b>
Howard W. Lutnick	46	Chairman of the Board, Chief Executive Officer, President	Chairman, Co-Chief Executive Officer
Lee M. Amaitis	57	Vice Chairman, Director	Co-Chief Executive Officer, Director
Shaun D. Lynn	44		President
Stephen M. Merkel	49	Executive Vice President, General Counsel, Secretary	Executive Vice President, General Counsel, Secretary
Paul Saltzman	46	Chief Operating Officer	Executive Managing Director Electronic Trading*
Frank V. Saracino	41	Interim Chief Accounting Officer	Chief Accounting Officer*
Robert K. West	48		Chief Financial Officer
John H. Dalton	64	Director(1)(2)	Director(1)(2)
Barry M. Gosin	56	Director(1)	
Barry R. Sloane	51	Director(1)(2)	Director(1)(2)
Albert M. Weis	79	Director(1)(2)	Director(1)(2)

(1) Non-employee director

(2) Member of the audit and compensation committees

\* Not considered an executive officer position for purposes of SEC rules.

The merger agreement provides that the eSpeed board of directors as of the completion of the merger will constitute the Combined Company board of directors. The composition of the committees of the Combined Company board of directors is also expected to remain the same. Each executive officer shall serve at the pleasure of our board of directors.

*Howard W. Lutnick.* Mr. Lutnick has been eSpeed's Chairman of the Board of Directors and Chief Executive Officer of eSpeed since June 1999 and was eSpeed's President from September 2001 to May 2004 and became eSpeed's President again in January 2007. Following the merger, Mr. Lutnick will become the Chairman and Co-Chief Executive Officer of the Combined Company. Mr. Lutnick joined Cantor in 1983 and has served as President and Chief Executive Officer of Cantor since 1992. Mr. Lutnick's company, CF Group Management, Inc., is the managing general partner of Cantor. Mr. Lutnick is a member of the Board of Managers of Haverford College, the board of directors of the Fisher Center for Alzheimer Research Foundation at the Rockefeller University, the Executive Committee of the USS Intrepid Museum Foundation's Board of Trustees and the board of directors of the Solomon Guggenheim Museum Foundation.

*Lee M. Amaitis.* Mr. Amaitis has been Vice Chairman of eSpeed since May 2004 and a director of eSpeed since September 2001. Following the merger, Mr. Amaitis will become the Co-Chief Executive Officer of the Combined Company. Mr. Amaitis also served as Global Chief Operating Officer of eSpeed from September 2001 to April 2004. Mr. Amaitis has been Vice Chairman of eSpeed International Limited since December 1999 and, since October 1, 2004, Chairman and Chief Executive Officer of BGC Partners. Mr. Amaitis was President and Chief Executive Officer of BGC International (formerly Cantor Fitzgerald International) and Cantor Fitzgerald Europe until December 2006. Prior to joining Cantor, Mr. Amaitis was Managing Partner and Senior Managing

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Director of Cowen Government Brokers from April 1991 to February 1995 and was Manager MBS and Limited Partner of Cowen & Co. from February 1989 to April 1991.

*Shaun D. Lynn.* Following the merger, Mr. Lynn will become the President of the Combined Company. Mr. Lynn has been President of the BGC Partners group, including BGCI, since 2004 and served as Executive Managing Director of Cantor Fitzgerald International from 2002 to 2004. Mr. Lynn also served as Senior Managing Director of European Government Bonds and Managing Director of European Government Bonds from 1999 to 2002 for BGCI. From 1989 to 1999, Mr. Lynn held various business management positions for Cantor and its affiliates. Prior to joining Cantor in 1989, Mr. Lynn served as a Desk Head for Fundamental Brokers International in 1989 and was Associate Director for Purcell Graham from 1983 to 1989.

*Stephen M. Merkel.* Mr. Merkel has been Executive Vice President, General Counsel and Secretary of eSpeed since September 2001 and was eSpeed's Senior Vice President, General Counsel and Secretary from June 1999 to September 2001. Following the merger, Mr. Merkel will become Executive Vice President, General Counsel and Secretary of the Combined Company. Mr. Merkel was eSpeed's director from September 2001 until October 2004. Mr. Merkel has been Executive Managing Director, General Counsel and Secretary of Cantor since December 2000 and was Senior Vice President, General Counsel and Secretary of Cantor from May 1993 to December 2000. Mr. Merkel serves as a director and Secretary of the Cantor Exchange<sup>SM</sup>. Prior to joining Cantor, Mr. Merkel was Vice President and Assistant General Counsel of Goldman Sachs & Co. from February 1990 to May 1993. From September 1985 to January 1990, Mr. Merkel was associated with the law firm of Paul, Weiss, Rifkind, Wharton & Garrison. Mr. Merkel is on the Freedom board of directors.

*Paul Saltzman.* Mr. Saltzman has been eSpeed's Chief Operating Officer since June 2004. Following the merger, Mr. Saltzman will become Executive Managing Director Electronic Trading of the Combined Company, which is not considered an executive officer position under SEC rules. Prior to joining us, from 1995 to June 1, 2004, Mr. Saltzman was the Executive Vice President and General Counsel for The Bond Market Association, the trade association for the fixed income industry. Mr. Saltzman served as in-house counsel for Greenwich Capital Markets from 1994 to 1995 and for Kidder, Peabody & Co. from 1990 to 1994. From 1985 to 1990, he was an attorney for New York and Washington, D.C.-based law firms.

*Frank V. Saracino.* Mr. Saracino has been eSpeed's Interim Chief Accounting Officer since July 2006 and eSpeed's Vice President and Global Controller since September 2004. Following the merger, Mr. Saracino will become Chief Accounting Officer of the Combined Company. Prior to joining us, from 2003 to 2004, Mr. Saracino served as an independent financial consultant. From 1996 to 2002, Mr. Saracino worked for Deutsche Bank Securities, Inc. as an investment banking Vice President focusing on Telecommunications Corporate Finance transactions and as a Vice President and Investment Banking Controller.

*Robert K. West.* Following the merger, Mr. West will serve as the Chief Financial Officer of the Combined Company. Mr. West has been the Chief Financial Officer of the BGC Partners group since May 1, 2007. From 2001 until April 2007, Mr. West served as the Chief Financial Officer of Thomas Weisel Partners Group, Inc. From 1997 to 2001, Mr. West was Global Controller and Managing Director of Barclays Global Investors. From 1989 to 1997, he held various positions with Salomon Smith Barney, including Business Unit Controller and Vice President of Global Equity, European Business Units Controller and Vice President, Group Manager of Corporate and Subsidiary Accounting and Vice President, and various Holding Company Accounting positions. From 1987 to 1989, he was an Audit Manager for Deloitte & Touche LLP.

*John H. Dalton.* Mr. Dalton has been eSpeed's director since February 2002. In January 2005, Mr. Dalton became the President of the Housing Policy Council of the Financial Services Roundtable, a trade association and lobbying organization composed of large financial services companies. Mr. Dalton was President of IPG Photonics Corp., a company that designs, develops and manufactures a range of advanced amplifiers and lasers for the telecom and industrial markets, from September 2000 to December 2004. Mr. Dalton served as Secretary of the United States Navy from July 1993 to November 1998. He also serves on the board of directors of IPG

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Photonics Corp., NorthStar Financial Services, LLC, a provider of long term savings and retirement products in the United States and Fresh Del Monte Produce, Inc., a producer and marketer of fresh produce. He also serves on the board of directors of Washington First Bank.

*Barry M. Gosin.* Mr. Gosin has been eSpeed's director since February 2007 and served as a member of eSpeed's compensation committee and audit committee from February 2007 until October 2007. Mr. Gosin has been Chief Executive Officer of Newmark Knight Frank, a real estate services firm, since 1979. Mr. Gosin is on the Executive Committee of the Real Estate Board of New York, a member of the board of directors of the Real Estate Board of New York Board of Governors, a member of the board of directors of the Partnership of New York City, a Trustee of Pace University, a Trustee of the Citizens Budget Commission, a Trustee of the Parker Jewish Institute, a member of the board of directors of Federal Employment and Guidance Services and a member of the Executive Committee of NYC & Co.

*Barry R. Sloane.* Mr. Sloane has been eSpeed's director since September 2006. Mr. Sloane has been Co-President and Co-Chief Executive Officer of Century Bancorp, Inc. since April 2006 and Co-President and Co-Chief Executive Officer of Century Bank since April 2005. From April 2004 to April 2005, Mr. Sloane was Executive Vice President and Co-Chief Operating Officer for Century Bank and its holding company, Century Bancorp, Inc. From October 2001 to March 2004, he was a Managing Director of Steinberg, Priest and Sloane Capital Management, LLC. Mr. Sloane is a Trustee and Chairman of the Finance Committee of the USS Intrepid Museum Foundation, Trustee and Chairman of the Investment Committee of the Fisher Center for Alzheimer Research Foundation at the Rockefeller University, Trustee of the Beth Israel Deaconess Medical Center, Trustee of the Savings Bank Employees Retirement Association, a Trustee of the Wheeler School and a member of the Dean's Council of the John F. Kennedy School of Government at Harvard University.

*Albert M. Weis.* Mr. Weis has been eSpeed's director since October 2002. Mr. Weis has been President of A.M. Weis & Co., Inc., a money management company, since 1976. Mr. Weis was Chairman of the New York Cotton Exchange from 1997 to 1998, 1981 to 1983 and 1977 to 1978. From 1998 to 2000, Mr. Weis was Chairman of the New York Board of Trade. From 1996 to 1999, Mr. Weis was a director and chairman of the audit committee of Syntec, Inc., a company that designs and manufactures data storage products, and, from 1999 to 2001, he was a director and chairman of the audit committee of Medical Manager Corporation (successor to Syntec, Inc.).

**Committees of the Board of Directors Before and After the Merger**

Our board of directors held 15 meetings during the year ended December 31, 2006. In addition to meetings, our board of directors and its committees reviewed and acted upon matters by unanimous written consent from time to time. The merger agreement provides that eSpeed's board of directors as of the completion of the merger will constitute the Combined Company board of directors. The composition of the committees of the Combined Company board of directors is also expected to remain the same and, unless otherwise noted, the charters, codes, policies and procedures of the committees are expected to remain the same. Our board of directors has an audit committee. The members of the audit committee are currently Messrs. Dalton, Sloane and Weis, all of whom qualify as independent in accordance with the published listing requirements of NASDAQ. The members of the audit committee also each qualify as independent under special standards established by the SEC for members of audit committees, and the audit committee includes at least one member who is determined by our board of directors to also meet the qualifications of an audit committee financial expert in accordance with the SEC rules. Messrs. Weis and Sloane are independent directors who have been determined to be audit committee financial experts. The audit committee operates pursuant to an Audit Committee Charter which is available at <http://www.espeed.com> or upon written request from eSpeed free of charge.

The audit committee selects our independent registered public accounting firm, which we refer to as our Auditors, consults with our Auditors and with management with regard to the adequacy of our financial

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reporting, internal control over financial reporting and the audit process and considers any permitted non-audit services to be performed by our Auditors. The audit committee held 15 meetings during the year ended December 31, 2006. Mr. Albert M. Weis replaced Mr. William J. Moran as Chairman of the audit committee in November 2005. Mr. Sloane was appointed to the audit committee in September 2006 and Mr. Gosin was appointed to the audit committee in February 2007. Mr. Gosin resigned from the audit committee on October 16, 2007.

During 2006, our audit committee specifically approved the appointment of Deloitte & Touche LLP to be our Auditors for the year ending December 31, 2007. Deloitte was also approved to perform reviews, pursuant to Statement of Accounting Standards No. 71, of our quarterly financial reports for the year ending December 31, 2007, and certain other audit related services such as accounting consultations. Pursuant to our Audit Committee Charter, the audit committee will pre-approve all audit services, internal control-related services and permitted non-audit services (including the fees and other terms thereof) to be performed for us by Deloitte, subject to the minimum exception for permitted non-audit services that are approved by the audit committee prior to completion of the audit.

During 2006, no director, except for Mr. Amaitis, attended fewer than 75% of the total number of meetings of the board of directors and the committees of which he was a member.

## **Nominating Process**

Our board of directors does not have a separate nominating committee or committee performing similar functions and does not have a nominating committee charter. As a result, all directors participate in the consideration of director nominees that are recommended for selection by a majority of the independent directors as defined by the published listing requirements of the NASDAQ Global Market. The eSpeed board of directors believes that such participation of all directors is appropriate given the size of the eSpeed board of directors and the level of participation of our independent directors in the nomination process. The eSpeed board of directors will also consider qualified director candidates identified by a member of senior management or by a stockholder. However, it is our general policy to re-nominate qualified incumbent directors and, absent special circumstances, the eSpeed board of directors will not consider other candidates when a qualified incumbent consents to stand for re-election. A stockholder wishing to submit a proposal for a director candidate should follow the instructions set forth in the section below entitled **Stockholder Proposals**.

The board of directors considers the following minimum criteria when reviewing a director nominee: (1) director candidates must have the highest character and integrity, (2) director candidates must be free of any conflict of interest which would violate applicable laws or regulations or interfere with the proper performance of the responsibilities of a director, (3) director candidates must possess substantial and significant experience which would be of particular importance in the performance of the duties of a director, (4) director candidates must have sufficient time available to devote to our affairs in order to carry out the responsibilities of a director and (5) director candidates must have the capacity and desire to represent the best interests of our stockholders. The eSpeed board of directors screens candidates, does reference checks and conducts interviews, as appropriate. The eSpeed board of directors does not evaluate nominees for director any differently because the nominee is or is not recommended by a stockholder.

Mr. Barry R. Sloane was appointed as a member of the board of directors on September 27, 2006. In early 2006, Mr. Lutnick and Mr. Dalton discussed the possible nomination of Mr. Sloane as a member of the board of directors. In June 2006, Mr. Lutnick and Mr. Dalton discussed Mr. Sloane's qualifications with the other members of the board of directors, and Messrs. Weis and Morris agreed to interview him. Following these meetings and discussions with all members of the board of directors, the independent directors then recommended to the full eSpeed board of directors that Mr. Sloane be appointed to the board of directors to fill the vacancy left by Mr. Moran. Mr. Sloane's appointment was approved by the eSpeed board of directors on September 27, 2006.

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### **Executive Sessions**

In order to comply with NASDAQ rules, the board of directors has resolved that it will continue to schedule at least two meetings a year in which the independent directors will meet without the directors who are executive officers of eSpeed.

### **Annual Meetings**

The board of directors has not adopted any specific policy with respect to the attendance of directors at eSpeed's annual meetings of stockholders. At last year's annual meeting of stockholders, held on December 14, 2006, four of eSpeed's directors were in attendance.

### **Communications with the Board of Directors**

Stockholders may contact any member of the board of directors by addressing their correspondence to any director, c/o eSpeed, Inc., Attention Secretary, 110 E. 59th Street, New York, New York 10022. The Secretary will forward all such correspondence to the named director. If you wish to propose director candidates or make other proposals relating to an annual meeting of stockholders, please follow the instructions set forth in the section below entitled "Stockholder Proposals."

### **Compensation of Directors and Executive Officers Before and After the Merger**

The board of directors has a compensation committee. The members of the compensation committee are currently Messrs. Dalton, Sloane and Weis, all of whom are non-employee directors. The compensation committee is responsible for reviewing and approving all compensation arrangements for our executive officers and for administering our amended and restated Long Term Incentive Plan, which we refer to as the Equity Plan, and Incentive Bonus Compensation Plan, which we refer to as the Incentive Plan. eSpeed does not have a compensation committee charter. The compensation committee held seven meetings during the year ended December 31, 2006. On September 27, 2006, Mr. Sloane was appointed to the compensation committee, and on February 1, 2007, Mr. Gosin was appointed to the compensation committee. Mr. Gosin resigned from the compensation committee on October 16, 2007.

### **Compensation Discussion and Analysis**

#### **Compensation Philosophy**

eSpeed's executive compensation program is designed to integrate compensation with the achievement of our short term and long term business objectives and to assist us in attracting, motivating and retaining the highest quality executive officers and rewarding them for superior performance. Different programs are geared to short term and longer term performance with the goal of increasing stockholder value over the long term.

We believe that the compensation of our executive officers should reflect their success in attaining key operating objectives, such as growth or maintenance of market position, development of new products and marketplaces, meeting established goals for operating earnings and earnings per share, maintenance and development of customer relationships and long term competitive advantage. We also believe that executive compensation should reflect achievement of individual goals established for specific executive officers at the beginning of the fiscal year as well as reflect specific achievements by such individuals over the course of the year such as development of specific products or customer relationships or agreements or executing or integrating acquisitions and strategic arrangements. We believe that the performance of the executives in managing our company, considered in light of general economic and specific company, industry and competitive

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conditions, should be the basis for determining their overall compensation. We also believe that their compensation should not generally be based on the short term performance of our stock, whether favorable or unfavorable, but rather that the price of our stock will, in the long term, reflect our operating performance, and ultimately, the management of our company by our executives. We believe that the long term performance of our stock is reflected in executive compensation through our stock option, restricted stock units and other equity incentive programs.

### **Overview of Compensation and Process**

Executive compensation is composed of the following components: (i) a base salary, which is designed to attract talented employees and contribute to retaining, motivating and rewarding individual performance; (ii) an incentive cash bonus, which is intended to tie financial reward with the achievement of eSpeed's short term performance objectives; and (iii) a long term incentive program, including options and restricted stock units, which is designed to promote the achievement of long term performance goals and to align the long term interests of eSpeed's executive officers with those of eSpeed's stockholders. From time to time, we have also used employment agreements, including some specified bonus components, and other discretionary bonuses to attract and retain talented employees. Executive officers also receive health and dental insurance, life insurance, disability coverage and a 401(k) match consistent with that offered to other employees of eSpeed. Following the merger, executives are also expected to be offered the opportunity to make contributions to BGC Holdings in exchange for partnership interests or be granted equity-based awards in BGC Holdings under the Participation Plan described below.

The compensation committee reviews and recommends to the eSpeed board of directors for its approval the salaries and bonuses of eSpeed's executive officers. In addition, the compensation committee approves grants to executive officers and otherwise administers our Equity Plan and Incentive Plan.

Base salaries for the following year are generally set for our executive officers at the year-end meetings of our compensation committee. At these meetings, our compensation committee also approves the incentive bonuses and any discretionary bonuses for executive officers and grants restricted stock units or stock option awards to our executive officers. At the year-end compensation committee meetings, our Chief Executive Officer makes compensation recommendations to the compensation committee with respect to our executive officers. Such executive officers are not present at the time of these deliberations. Our Chief Executive Officer also makes recommendations with respect to his own compensation, in conjunction with the Chairman of the compensation committee. The compensation committee deliberates on compensation decisions of all executive officers other than the Chief Executive Officer in the presence of the Chief Executive Officer and separately in executive session as to all executive officers, including the Chief Executive Officer. The compensation committee may accept or adjust such recommendations and makes the sole determination of the compensation of all of our executive officers. Following the merger, these practices are expected to continue with the Co-Chief Executive Officers.

During the first quarter of each fiscal year, it has been the practice of our compensation committee to establish incentive performance goals for executive officers, although the practice of the compensation committee has been to retain negative discretion to reduce or withhold bonus compensation at the end of the year. All executive officers in office at that time are eligible to participate.

We choose to pay each element of compensation in order to attract and retain the necessary executive talent, reward annual performance and provide incentives for our executive officers to focus on long term strategic goals as well as short term performance. The amount of each element of compensation is determined by or under the direction of our compensation committee, which considers a number of personal factors to determine the amount of salary, bonus and other benefits to pay each executive officer, including the following: performance in light of corporate and individual objectives; performance of general management responsibilities; operating earnings and earnings per share; maintenance and development of customer relationships; long term competitive advantage; value of individual skills in support of long term and short term performance of our objectives; and management,

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leadership and customer relationships and satisfaction. In addition, corporate performance factors are considered in determining compensation policies, including achievement of operating profit; improvement in market position or other financial results or metrics reported by us; strategic business criteria, including goals relating to acquisitions or customer relationships; stock price and other matters. The compensation committee is aware that certain of our executive officers, including Mr. Lutnick, also receive compensation from our affiliates, including Cantor and BGC Partners, but it does not specifically review the amount or nature of such compensation.

Our policy for allocating between currently paid and long term compensation is to ensure adequate base compensation to attract and retain personnel, while providing incentives to maximize long term value for eSpeed and its stockholders. Likewise, we provide cash compensation in the form of base salary to meet competitive salary norms and reward good performance on an annual basis and in the form of bonus compensation to reward superior performance against specific short term goals or in the discretion of the compensation committee. We provide equity compensation to reward superior performance against specific objectives and long term strategic goals and to assist in retaining executive officers and aligning the interests of eSpeed and its stockholders. Our compensation package for 2006 was weighted approximately 95% in cash compensation and 5% in equity compensation for Messrs. Saltzman, Merkel and Saracino. With respect to Mr. Lutnick, his compensation package for 2006 consisted of 23% in cash compensation and 77% in equity compensation, as determined based on a \$5 million valuation of Mr. Lutnick's 2006 options using the Black-Scholes method. As indicated below, Messrs. Foley and Amaitis did not receive an equity component to their 2006 compensation.

We generally intend that compensation paid to our Chief Executive Officer and our other executive officers not be subject to the limitation on tax deductibility under Section 162(m) of the Code, so long as this can be achieved in a manner consistent with the compensation committee's other objectives. Subject to certain exceptions, Section 162(m) of the Code eliminates a corporation's tax deduction in a given year for payments to certain executive officers in excess of \$1 million, unless the payments are qualified performance-based compensation as defined in Section 162(m) of the Code. We periodically review the potential consequences of Section 162(m) of the Code and may structure the performance-based portion of executive compensation to comply with certain exemptions in Section 162(m) of the Code. However, the compensation committee retains negative discretion to reduce or withhold bonus compensation to our executive officers and also reserves the right to use its judgment to authorize compensation payments that do not comply with the exemptions in Section 162(m) of the Code when it believes that such payments are appropriate, after taking into consideration changing business conditions or the executive officer's performance.

### **Base Salary Compensation**

We believe that the retention of executive officers who have developed the skills and expertise required to lead our organization is vital to our competitive strength. We further believe that attracting other key employees who can supplement the efforts of our existing executives is absolutely critical. To this end, it is our policy to establish base pay at competitive levels. Our executive officers receive base salaries intended to reflect their skills, roles and responsibilities. Subject to any applicable employment agreements, base salaries and subsequent adjustments, if any, will be reviewed and approved by our compensation committee annually, based on a review of relevant market data and each executive officer's performance for the prior year, as well as each executive officer's experience.

### **Base Salaries Awarded in 2006 and Established for 2007**

In setting base salaries for fiscal 2006, we considered qualifications, experience and responsibilities of our executive officers as well as contractual provisions then in effect with respect to our then-President and our Chief Operating Officer. For 2006, we did not make material changes to executive officer base salaries as compared to 2005, except that Mr. Saltzman's base salary was increased to \$800,000. With respect to our Chief Executive Officer, we also specifically considered salaries and total compensation packages of executives in our peer group of companies. For 2007, the compensation committee retained 2006 salaries for Messrs. Lutnick, Amaitis, Saltzman and Merkel and increased Mr. Saracino's base salary by \$10,000.



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**Bonus Compensation**

We believe that compensation should vary with corporate performance and that a significant portion of compensation should continue to be linked to the achievement of business goals. In 2003, the compensation committee and our stockholders approved the Incentive Plan, which provides a means for the payment of Section 162(m) of the Code qualified performance-based compensation in the form of bonuses to our executive officers while preserving our tax deduction.

Each year, the compensation committee specifies the applicable performance criteria and targets to be used under the Incentive Plan for each performance period. These performance criteria may vary from participant to participant and will be determined by the compensation committee and may be based on one or more of the following financial performance measures:

pre-tax or after-tax net income;

pre-tax or after-tax operating income;

gross revenues;

profit margin;

stock price;

cash flows;

market share;

pre-tax or after-tax earnings per share;

pre-tax or after-tax operating earnings per share;

expenses;

return on equity;

strategic business criteria consisting of one or more objectives based upon meeting revenues, market penetration, geographic business expansion goals, cost targets and goals relating to acquisitions or divestitures; or

such other factors as the compensation committee deems appropriate in its discretion.

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The actual bonus awarded to any given participant at the end of a performance period is based on the extent to which the applicable performance goals for such performance period are achieved, as determined by the compensation committee, and may be paid in cash or in equity interests. In addition, from time to time, the compensation committee may provide for guaranteed bonuses in employment agreements in order to attract and retain talented employees or may grant ad hoc discretionary bonuses when an executive officer is not eligible for the Incentive Plan or when it otherwise considers such bonuses to be appropriate.

In the first quarter of 2006, the compensation committee determined that the executive officers of eSpeed, including Messrs. Lutnick, Amaitis, Foley, Merkel and Saltzman, would be participating executives for 2006 in our Incentive Plan. The compensation committee used the same performance criteria for all executive officers and set 2006 bonus opportunities at a maximum of \$5,000,000, which is the maximum annual amount allowed for each individual pursuant to the terms of the Incentive Plan, provided that (i) we achieved operating profits for 2006, as calculated on the same basis as our 2005 earnings release, (ii) we achieved an increase in market position of any of our products as compared to 2005 or (iii) we achieved improvement as compared to 2005 in any of the financial results or metrics reported in our earnings release, in each case calculated on the same basis as our 2005 earnings release. The compensation committee, in its sole and absolute discretion, retained the right to reduce the amount of any bonus payment based upon any factors it determined, regardless of whether identified performance objectives had been achieved.

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**Bonuses Awarded in 2006**

In its discretion, our compensation committee awarded cash bonuses for 2006 based upon achievement of all three identified goals established in the first quarter of 2006. With such corporate performance goals having been met, variations in bonus awards for each executive officer were based further on individual performance goals identified by our Chief Executive Officer. In addition, the compensation committee considered several factors in establishing bonus awards for executive officers for 2006, including pay practices of our peer group identified in our proxy statement performance graph and otherwise, individual performance level, changes in pre-tax operating earnings per share from the prior year, individual contributions toward achievement of strategic goals and our overall financial and operating results. Our Chief Executive Officer's bonus was determined based on peer group pay practices, performance level, contribution towards achievement of strategic goals and overall operating results. In 2006, incentive bonuses for executive officers ranged from 20% to 46% of the overall cash compensation paid to such executive officers. Mr. Amaitis did not receive a bonus for 2006 in light of his reduced time commitment to eSpeed as compared to BGC Partners.

We believe that from time to time employment agreements may be used to attract and retain talented individuals who may need assurances of longer term employment. In 2004, we entered into employment agreements with Mr. Foley, our then-President, and Mr. Saltzman, our Chief Operating Officer, both of which expired on December 31, 2006. Mr. Saltzman's employment agreement contained a guaranteed bonus of \$200,000, which was paid in 2006 in addition to his \$355,000 incentive bonus approved by the compensation committee. Mr. Foley's employment agreement provided for a \$600,000 bonus payment to be paid in the event that our pre-tax operating earnings per share for 2006 were at least 10% higher than 2005. The 2006 performance target contained in Mr. Foley's employment agreement was not met in 2006 although Mr. Foley was awarded a \$600,000 incentive bonus by the compensation committee since the other general 2006 performance criteria established for the executive officers by the compensation committee had been met. With respect to Mr. Saracino, he was named Interim Chief Accounting Officer in July 2006, after the 2006 performance criteria for incentive bonuses had been established by the compensation committee. Since Mr. Saracino was accordingly not eligible for the Incentive Plan in 2006, he was awarded a discretionary bonus of \$140,000 by the compensation committee for 2006.

***Proposed Employment Agreements***

The merger agreement provides that, prior to completion of the merger, upon the request of BGC Partners, eSpeed will provide each of Howard W. Lutnick, Lee M. Amaitis, Shaun D. Lynn, Stephen M. Merkel and Robert K. West with a letter agreement setting forth an annual base salary of \$1,000,000 per year (except for Mr. West whose letter shall provide for an annual base salary of \$450,000) and annual target bonuses of:

300% of annual base salary for Howard W. Lutnick,

275% of annual base salary for Lee M. Amaitis,

200% of annual base salary for Shaun D. Lynn,

50% of annual base salary for Stephen M. Merkel, and

\$300,000 for Robert K. West, \$125,000 of which shall be paid in stock or restricted exchangeable units and \$175,000 of which shall be paid in cash.

This merger agreement provision with respect to Messrs. Amaitis and Lynn is expected to be implemented prior to the merger through employment agreements between BGC Partners and each of Mr. Amaitis and Mr. Lynn, which will be assumed at completion of the merger by the Combined Company. Mr. Amaitis' employment agreement will have an initial term of three years, which is extendable for two additional one-year terms with the consent of Mr. Amaitis and BGC Partners, or, after the merger, the Combined Company. In accordance with the letter agreement described above, Mr. Amaitis' employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of



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275% of base salary. Mr. Lynn's employment agreement will have a five-year term. In accordance with the letter agreement described above, Mr. Lynn's employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of 200% of base salary. The target bonus for Mr. Amaitis and Mr. Lynn will be reviewed annually by the compensation committee. Following the merger, Messrs. Lutnick, Merkel and West are expected to be paid by the Combined Company the applicable base salary and target bonus as set forth in the letter agreements to be provided by eSpeed as described above, but not to enter into employment agreements. Upon death, disability or termination in the absence of a change of control, an executive will be paid only accrued salary to the date of death, disability or termination.

**Incentive Bonus Compensation Targets for 2007**

In the first quarter of 2007, the compensation committee determined that the executive officers of eSpeed, including Messrs. Lutnick, Amaitis, Merkel, Saltzman and Saracino, would be participating executive officers for 2007 in our Incentive Plan. The compensation committee used the same performance criteria for all executive officers and set 2007 bonus opportunities equal to the maximum amount allowed for each individual pursuant to the terms of the Incentive Plan, provided that (i) we achieve operating profits for 2007, as calculated on substantially the same basis as our 2006 earnings release, or (ii) we achieve improvement as compared to 2006 in gross revenues or total transaction volumes, in each case calculated on substantially the same basis as our 2006 earnings release. Also, subject to stockholder approval at the special meeting to which this proxy statement relates, the compensation committee increased the maximum amount payable to each executive officer under the Incentive Plan to \$10 million. The compensation committee, in its sole and absolute discretion, retained the right to reduce the amount of any bonus payment based on any factors it determines, regardless of whether identified performance objectives have been achieved. On May 1, 2007, the compensation committee awarded Mr. Saltzman a mid-year discretionary cash bonus of \$175,000. The compensation committee will take this mid-year bonus into account when considering a bonus for Mr. Saltzman at the end of the 2007 calendar year. Messrs. Lutnick, Amaitis, Merkel and West are expected to be executive officers and participating officers of the Combined Company under the Incentive Plan after the completion of the merger.

***Grants of Options, Restricted Stock Units and Partnership Interests***

It is our general policy to award options, restricted stock units or other equity-based compensation to our executive officers in order to align their interests with those of our long term investors and to help attract and retain these persons. Our Equity Plan is designed to reward employees for increases in our stock price and to provide us with optimal flexibility in the way that we do so. It permits our compensation committee to grant stock options, stock appreciation rights, restricted stock and restricted stock units, deferred stock, bonus stock, performance awards, dividend equivalents and other stock-based awards. It is our goal to preserve these incentives as an effective tool in motivating and retaining executives.

We intend that our Equity Plan and the Participation Plan will be the primary vehicles for offering long term equity incentives to reward our executive officers, including where the compensation committee pays out bonuses under the Incentive Plan in the form of equity interests under the Equity Plan. We also regard our equity award program as a key retention tool. This is a very important factor in our determination of the type of award to grant and the number of underlying shares that are granted in connection with that award. Because of the direct relationship between the value of an option and the market price of our common stock, we believe that granting stock options is one of the best methods of motivating the executive officers to manage our company in a manner that is consistent with the interests of eSpeed and its stockholders. However, because of the evolution of regulatory, tax and accounting treatment of equity incentive programs and because it is important to us to retain our executive officers, we realize that it is important that we utilize other forms of equity awards as and when we may deem necessary, and our compensation committee retains the right to grant a combination of forms of equity awards to executive officers as it considers appropriate or to differentiate among executive officers with respect to different types of equity awards. The compensation committee has also granted authority to our Chief

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Executive Officer to grant options or restricted stock units to the non-executive officers of our company. These options or restricted stock units are generally granted and priced on the same date and terms as the grants to executive officers. This practice is expected to continue after the completion of the merger.

Following the merger, executives are also expected to be offered the opportunity to make contributions to BGC Holdings in exchange for partnership interests or be granted equity-based awards in BGC Holdings under the Participation Plan described below. Investments in partnership interests or grants pursuant to the Participation Plan are intended to attract, retain, motivate and reward executive officers by enabling them to acquire or increase their ownership interests in BGC Holdings. Participation by executive officers and the terms of any grants or investments by such executive officers will be subject to the approval of the Combined Company's compensation committee. The Combined Company's compensation committee will have the discretion to determine the price of the purchase right, which may be set at preferential or historical prices that are less than the prevailing fair market value of Combined Company common stock.

### **Options and Restricted Stock Units Granted in 2006**

We grant equity awards to our executive officers based upon prior performance, the importance of retaining their services and the potential for their performance to help us attain our long term goals. However, there is no set formula for the granting of equity awards to individual executive officers. Our compensation committee has taken the view in prior periods, and in 2006, that stock option awards for our Chief Executive Officer will have the long term effect of maximizing stock price and stockholder value.

In 2006, our compensation committee granted stock options to our Chief Executive Officer, Mr. Lutnick, and restricted stock units to certain of our executive officers. On August 22, 2006, the compensation committee granted Mr. Lutnick an option to purchase 250,000 shares of Class A common stock at an exercise price of \$8.42 per share, the closing price on the date of grant. The compensation committee also granted Mr. Lutnick stock options on December 15, 2006 to purchase 800,000 shares of Class A common stock at an exercise price of \$8.80 per share, the closing price on the date of grant. The decision to grant Mr. Lutnick stock options rather than restricted stock units was based on the opinion of the compensation committee that such grants would incentivize Mr. Lutnick to generate long term stockholder value and serve as a long term retention device. On December 15, 2006, we also granted restricted stock units to Messrs. Saltzman, Merkel and Saracino, as we believed that this was a way to reward them for and motivate them toward superior performance tied to retention. No equity awards were made to Messrs. Foley or Amaitis in light of their proposed future focus on affiliated businesses, including the Aqua platform for Mr. Foley and BGC Partners for Mr. Amaitis.

In 2006, we granted stock options to purchase approximately 2% of our outstanding Class A common stock on a fully-diluted basis to Mr. Lutnick. No other stock option grants were made during 2006, with the exception of grants of stock options to purchase 7,534 shares of our Class A common stock to two of our independent directors as part of their annual grant of stock options or restricted stock units. During 2006, we granted restricted stock unit awards to purchase 270,435 shares of our Class A common stock (approximately 0.5% of our outstanding Class A common stock on a fully-diluted basis). Of this amount, approximately 4.6% was granted to our executive officers, and the balance was granted to other officers, non-employee directors and employees.

In June 2007, our board of directors and the compensation committee authorized the acceleration of the vesting of all of the outstanding restricted stock units and options in connection with the closing of the merger. In addition our board of directors and the compensation committee authorized Mr. Lutnick to give assurances to BGC Partners that eSpeed and the Combined Company would grant certain restricted stock units to BGC Partners brokers subject to the closing of the merger. In October 2007, the Special Committee agreed that such grants could be made in the form of restricted stock units of BGC Partners or restricted exchangeable units. See BGC Grants.

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### **Timing of Grants**

Equity awards to our executive officers are typically granted annually in conjunction with the review of the individual performance of our executive officers, although interim grants may be considered and approved from time to time. This review generally takes place at the year-end meetings of the compensation committee, which are generally held in a series of meetings in December of each fiscal year. Our policy is to award year-end grants to all employee recipients on the same date and at the same price as grants to our executive officers. Grants, if any, to newly hired employees are effective on the employee's first day of employment. The exercise price of all stock options is set at the closing price of our Class A common stock on NASDAQ on the date of grant. With respect to restricted stock units, grants are generally made based on a dollar value, and the number of shares is determined using the closing price of our Class A common stock on NASDAQ on the date of grant. From time to time, grants may be made on a mid-year or other basis in the event of business developments, changing compensation or other factors, subject to the approval of the compensation committee.

### **Perquisites**

eSpeed generally limits the perquisites that we make available to our executive officers. Our executive officers are provided with few benefits that are not otherwise available to all of our employees. In this regard, it should be noted that we do not generally provide pension arrangements, post-retirement health coverage or similar benefits for our executive officers or employees. While we do not view perquisites as a significant element of our comprehensive compensation structure, we do believe that from time to time they can be useful in attracting, motivating and retaining the executive talent for which we compete, especially for executive officers. We believe that these additional benefits may assist our executive officers in performing their duties and provide time efficiencies for our executive officers in appropriate circumstances and we may consider their use in the future. All present or future practices regarding perquisites will be subject to periodic review by our compensation committee.

In 2006, we did not provide material perquisites to any of our executive officers. We do offer medical, dental, life insurance and short term disability to all employees on a non-discriminatory basis. Medical insurance premiums are charged to employees at varying levels based on total cash compensation, and all of our executive officers were charged at the maximum contribution level in light of their compensation.

Following the merger, the Combined Company may provide certain perquisites to its executive officers as an element of their overall compensation structure. While perquisites are not expected to be a significant element of the compensation structure, they may be useful in attracting, motivating and retaining the executive talent for which the Combined Company will compete, especially for executives who perform services abroad as expatriates. From time to time these perquisites might include travel, transportation benefits and housing, particularly for executives who travel frequently to the Combined Company's office locations. These additional benefits are expected to assist executives of the Combined Company in performing their duties and provide time efficiencies. Any practices of the Combined Company in providing perquisites will be subject to periodic review by the Combined Company's compensation committee.

### **Post-Employment Compensation**

#### ***Pension Benefits***

We do not currently provide pension arrangements or post-retirement health coverage for our executives or employees, although we may consider such benefits in the future.

#### ***Retirement Benefits***

Our executive officers are eligible to participate in our 401(k) contributory defined contribution plan, which we refer to as the 401(k) Plan. Pursuant to the 401(k) Plan, all eligible employees, including executive officers, are provided with a means of saving for their retirement. In 2006, the 401(k) Plan provided participants with a

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matching contribution. The matching criteria were the same for all participants. In 2006, we offered an eSpeed stock match to all of our employees who participated in our 401(k) Plan of up to \$3,000, and Messrs. Lutnick, Foley and Merkel each received the match.

### ***Nonqualified Deferred Compensation***

We do not provide any nonqualified defined contribution or other deferred compensation plans, although we may consider such benefits in the future.

### ***Other Post-Employment Payments***

All of our executive officers are employees-at-will and as such do not have employment agreements with us, although in connection with the merger, employment agreements and change of control employment agreements are expected to be entered into. See *Change of Control Employment Agreements* below and *Proposed Employment Agreements* above. We are also not obligated to provide post-employment health coverage or other benefits to our executive officers, although we would become obligated to provide certain post-employment benefits upon assumption of the change of control employment agreements referred to in the preceding sentence. During 2006, Messrs. Foley and Saltzman were parties to employment agreements which provided for salaries and certain bonus payments as well as rights to certain payments upon termination which was not for cause, but such agreements expired at the end of 2006.

### ***Change of Control Employment Agreements***

Although we do not currently have change of control employment agreements with any of our executive officers, at the discretion of our compensation committee we may choose to enter into such agreements from time to time in the future. Specifically, BGC Partners and eSpeed have agreed that, prior to the completion of the merger, BGC Partners may, and is expected to, enter into a change of control employment agreement with each of Messrs. Lutnick, Lynn, Merkel and Amaitis, which will be assumed at completion of the merger by the Combined Company, and which will relate to a change of control of BGC Partners, or, after the merger, the Combined Company, other than the merger contemplated by the merger agreement. The agreements with Messrs. Lutnick, Amaitis and Merkel will provide that, upon a change of control, such executive will have the option to extend his employment for three years after the change of control or to terminate his employment upon the change of control, while the agreement with Mr. Lynn will provide that upon a change of control, the continuing company will have the option to extend the term of his employment for three years after the change of control or to terminate his employment. Each agreement will provide that if (a) the individual's employment is terminated upon the change of control, such executive will receive two times such executive's aggregate compensation for the most recent full fiscal year or (b) the individual's employment is extended, such executive will receive an amount equal to such executive's aggregate compensation for the most recent full fiscal year, and, in each case, such executive will receive full vesting of all stock options and restricted stock units (unless otherwise provided in the applicable award agreement) and welfare benefit continuation for two years and a pro rata bonus for the year of termination. In addition, these executives will be entitled to a gross-up for any taxes imposed as a result of the application of Section 4999 of the Code. In the event of death or disability, such executive will be paid accrued salary to the date of death or disability.



**Table of Contents****Potential Payments Upon Change of Control**

The following table provides information regarding the estimated amounts payable to the individuals named below upon either termination or continued employment upon a change of control, under the change of control employment agreements, described above, in each case assuming that the letter agreements described below under Employment Agreements were in effect and that the change of control had occurred on December 31, 2006 and using the closing market price of eSpeed Class A common stock as of December 29, 2006, the last trading day prior to December 31, 2006.

Name	Salary (\$)	Bonus (\$)	Vesting of Equity Compensation (\$)	Welfare Benefit Continuation (\$)	Gross-Up Payment (\$)	Total (\$)
<b>Howard W. Lutnick</b>						
Termination of Employment	2,000,000	6,000,000	77,656	35,524	6,241,890	14,355,070
Extension of Employment	1,000,000	3,000,000	77,656		3,150,949	7,228,605
<b>Lee M. Amaitis</b>						
Termination of Employment	2,000,000	5,500,000		47,640	5,211,864	12,759,504
Extension of Employment	1,000,000	2,750,000			2,605,932	6,355,932
<b>Shaun D. Lynn</b>						
Termination of Employment	2,000,000	4,000,000		7,476	4,169,492	10,176,968
Extension of Employment	1,000,000	2,000,000			2,084,746	5,084,746
<b>Stephen M. Merkel</b>						
Termination of Employment	2,000,000	1,000,000	50,000	35,524	2,356,843	5,442,367
Extension of Employment	1,000,000	500,000	50,000		1,197,740	2,747,740
<b>Cantor Partnership Grants</b>						

With the exception of our Interim Chief Accounting Officer, all of our executive officers are currently partners of Cantor and have a significant portion of their net worth directly invested in Cantor's business. In addition to personal investments, during 2006 Cantor granted to certain eSpeed employees, including one of our executive officers, Mr. Saltzman, awards of partnership units in Cantor with a notional value of \$1 million. The notional value of Mr. Saltzman's award, granted on August 7, 2006, was \$350,000. The awarded Cantor partnership units entitle the employee to participate in quarterly distributions of income by Cantor and receive post-termination payments equal to the notional value of the award in four equal installments on the first, second, third and fourth anniversaries of the employee's termination, provided that the employee has not engaged in any competitive activity with Cantor, eSpeed or any of their affiliates prior to the date each payment is due. These partnership units contain restrictive covenants such as non-competition clauses that provide us with an important retention tool. Mr. Saltzman's entitlement to such post-termination payments vests in six equal annual installments beginning July 1, 2007, provided that as of each such anniversary date Mr. Saltzman is still employed by our company or one of our affiliates and has not breached this agreement. The other awards of partnership units in Cantor were fully vested on date of grant. In connection with the merger, any such grant awards held by an employee who provides services exclusively to BGC will be redeemed for a new interest in BGC Holdings, which will continue to vest according to its original schedule.

The partnership unit awards described in the preceding paragraph are accounted for as liability awards under SFAS No. 123 (revised 2004), *Share-Based Payment*, which we refer to as SFAS 123R. For the awards that are not fully vested at grant date, we recognize non-cash compensation expense for the fair value of the awards as the awards are amortized over the stated vesting periods. For the awards that are fully vested on the date of grant, we recognize non-cash compensation expense at grant date for the fair value of the awards. In addition, the quarterly distributions on such units will be included in our compensation expense as a non-cash charge. None of the costs of the various benefits provided under the partnership units in Cantor has been or will be paid by eSpeed; however, eSpeed records a non-cash charge on its income for the amounts that have been or will be paid to the employees by Cantor, with an offsetting amount credited to additional paid-in capital reflecting amounts deemed

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contributed by Cantor. Our compensation committee was not involved in the grants of these partnership unit awards by Cantor. The compensation committee was, however, aware of these grants at the time that it made compensation decisions for 2006 and made compensation determinations in light of all factors, including achievement of specified performance goals.

### **BGC Grants**

Following the merger, as part of the discretionary compensation paid to executive officers and other key employees, the Combined Company's compensation committee may from time to time authorize the issuance of BGC Holdings grant units, which would be subject to the accounting rules set forth in SFAS 123R.

Prior to the separation, Cantor intends to grant to Mr. Amaitis and Mr. Lynn, respectively, 1,100,000 and 200,000 BGC Partner founding partner units. Cantor expects to agree that these units (along with another 400,000 units owned by Mr. Lynn) will be immediately exchangeable by Messrs. Amaitis and Lynn into Combined Company Class A Common stock on a one-to-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. These grants are intended to incentivize Messrs. Amaitis and Lynn.

For a description of the interests that eSpeed's executive officers will have in BGC Holdings following the merger, please see *Interests of Directors, Executive Officers and Certain Beneficial Owners in the Merger*.

Prior to the merger, in the first quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. The number of restricted exchangeable interests to be issued would be determined based on a discount to the eSpeed share price as of the date of such agreement. These agreements further provide that, in the event the merger does not occur by December 31, 2008, the employee will receive a cash payment equal to 110% of the foregone compensation. Such cash payment will be made by the applicable employer or, in the event such employer fails to make payment, the BGC Division. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. The holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. In addition, in the fourth quarter of 2007, BGC Partners International L.P. anticipates entering into agreements with certain non-U.S. employees to forego 2007 compensation in exchange for the delivery in 2008 of certain BGC RSUs. In addition, in the fourth quarter of 2007, certain employees of BGC Partners and other persons who provide services to BGC are expected to be granted certain BGC RSUs as a form of discretionary bonus. These BGC RSUs are expected to vest and become exchangeable into shares of Combined Company Class A common stock in two equal installments on August 31, 2008 and August 31, 2009 or according to such other vesting schedule as may be agreed, and will be eligible to receive dividends paid by BGC Partners prior to vesting. In both cases, upon the closing of the merger, the shares ultimately issuable pursuant to the restricted exchangeable interests and the BGC RSUs will be shares of Combined Company Class A common stock issued pursuant to the BGC Partners Long Term Incentive Plan or similar plan.

### ***Impact of Accounting Changes on Compensation Policy***

Our management and our compensation committee recognize that eSpeed has been, and, following the merger, the Combined Company will be subject to certain SFAS 123R and other accounting charges with respect to its executive officers and other employees; however, our management and our compensation committee do not believe that these accounting charges should be taken into account in the determination of appropriate levels and types of compensation to be made available, even though certain of these accounting charges, both cash and non-cash, will be disclosed in the compensation tables and narratives because they do provide various payments and rights to executive officers that are covered by those tables.

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### **Compensation Committee Report**

The compensation committee has reviewed and discussed the Compensation Discussion and Analysis set forth in this proxy statement with management of the Company and, based on such review and discussions, the compensation committee recommended to the eSpeed board of directors that the Compensation Discussion and Analysis be included in this proxy statement.

#### THE COMPENSATION COMMITTEE

Barry R. Sloane, Chairman

John H. Dalton

Albert M. Weis

### **Arrangements with Founding/Working Partners**

#### ***BGC Holdings Founding/Working Partner Interests***

Shaun D. Lynn and Robert K. West, the two individuals who will become executive officers of the Combined Company that are not currently executive officers of eSpeed, are currently partners of Cantor. In connection with the separation and the merger, Messrs. Lynn and West, as well as Mr. Amaitis and Mr. Saltzman, will become partners of BGC Holdings. These current and future officers have a significant portion of their personal net worth invested directly or indirectly in the business and we believe that their participation in BGC Holdings is helpful in aligning their interests with those of BGC Partners, or, after the merger, the Combined Company's, stockholders. Subject to the approval of the compensation committee of BGC Partners, or, after the merger, of the Combined Company, in its capacity as general partner of BGC Holdings, or its designee, certain of our executive officers may from time to time make additional contributions to BGC Holdings or be granted equity-based awards in BGC Holdings, under the Participation Plan described below.

#### ***BGC Holdings Participation Plan***

In connection with the separation, BGC Partners intends to adopt the Participation Plan as a means to attract, retain, motivate and reward present founding partners, present or prospective restricted exchangeable partners and prospective working partners and executive officers by enabling such founding/working partners such restricted exchangeable partners and executive officers to acquire or increase their ownership interests in BGC Holdings. In the merger, the Combined Company will assume the obligations of BGC Partners in connection with the Participation Plan.

The Participation Plan will be administered by the BGC Partners, or, after the merger, the Combined Company, compensation committee or its designee. The total number of BGC Holdings limited partnership interests issuable under the Participation Plan will be determined from time to time by the board of directors of the Combined Company; provided, that interests exchangeable for or otherwise representing the right to acquire Combined Company common stock may only be granted to the extent such shares are available for issuance under the BGC Partners Long Term Incentive Plan, as amended and restated. The Participation Plan will provide for the grant of BGC Holdings limited partnership interests issuable pursuant to the BGC Holdings limited partnership agreement as of the date of the Participation Plan or as may thereafter be issuable thereunder. The compensation committee will have broad administrative authority to, among other things, select present founding partners, present or prospective restricted exchangeable partners or prospective working partners and executive officers entitled to receive purchase rights, determine the number and type of partnership interests covered by a purchase right, including whether such partnership interests will be exchangeable for or otherwise represent the right to receive Combined Company common stock, determine the purchase period, determine the terms and conditions of any purchase rights and interpret and administer the Participation Plan. The compensation

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committee will have the discretion to determine the price of the purchase right, which may be set at preferential or historical prices that are less than the prevailing fair market value of BGC Partners, or, after the merger, Combined Company, common stock.

The Participation Plan will provide that the compensation committee may at any time amend or terminate the Participation Plan, provided that, without the participant's written consent, no such amendment or termination will adversely affect any outstanding purchase rights. Amendments to the Participation Plan will require stockholder approval only if required by applicable laws or applicable regulatory requirements.

The form of the Participation Plan is set forth in Annex I to this proxy statement, and the above description of the Participation Plan is only intended to be a summary of the key provisions of the Participation Plan. Such summary is qualified in its entirety by the actual text of the form of the Participation Plan to which reference is made.

### ***Repayment of Existing Loans and Required Capital Contributions***

In connection with the separation and prior to the merger, Messrs. Amaitis, Lynn, Merkel and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will use some of the proceeds that they receive in respect of the redemption of their Cantor limited partnership interests to repay certain loans made or guaranteed by Cantor or to make certain required capital contributions. See *Certain Relationships and Related Transactions Before and After the Merger* *Repayment of Existing Loans and Required Capital Contributions*.

### **BGC U.S., BGC Global and BGC Holdings Interests; Distribution Rights**

See *Related Agreements* *Amendment and Restated BGC Holdings Limited Partnership Agreement*, *Related Agreements* *Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global* and *Certain Relationships and Related Transactions Before and After the Merger* *Continuing Interests in Cantor*.

### **Executive Compensation**

#### **Summary Compensation Table**

The table below presents the annual compensation for services in all capacities to eSpeed for the periods shown for our (i) Chief Executive Officer, (ii) Principal Financial Officer, (iii) the three most highly compensated executive officers other than the Chief Executive Officer and Principal Financial Officer who were serving as executive officers of eSpeed on December 31, 2006 and (iv) two additional individuals for whom disclosures would have been provided but for the fact that the individual was not serving as an executive officer of eSpeed on December 31, 2006. These officers are referred to as the named executive officers. All dollar amounts are in U.S. dollars.

**Table of Contents****Summary Compensation Table**

(a) Name and Principal Position	(b) Year	(c) Salary (\$)	(d) Bonus \$(1)	(e) Stock Awards/ Cantor			(g) Non-Equity Incentive Plan Compensation	(h) Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$)	(i) All Other Compens- ation \$(5)	(j) Total (\$)
				(f) Partnership Units \$(2)	(f) Option Awards \$(3)	(f) Incentive Plan Compensation \$(4)				
Howard W. Lutnick, Chairman of the Board, Chief Executive Officer and President	2006	1,000,000			146,793	500,000		3,000	1,649,793	
Frank V. Saracino, Interim Chief Accounting Officer (Principal Financial and Accounting Officer) (6)	2006	160,000	140,000	278					300,278	
Lee M. Amaitis, Vice Chairman	2006	250,000							250,000	
Stephen M. Merkel, Executive Vice President, General Counsel and Secretary	2006	600,000		1,389		150,000		3,000	754,389	
Paul Saltzman, Chief Operating Officer	2006	747,917	200,000	20,446		355,000			1,323,363	
Kevin Foley, Former President (7)	2006	900,000				600,000		3,000	1,503,000	
Jay Ryan, Former Chief Financial Officer (8)	2006	112,792							112,792	

- (1) Mr. Saracino received a discretionary bonus of \$140,000 because he was not eligible to receive a bonus under the Incentive Plan. Mr. Saltzman received an annual bonus of \$200,000 pursuant to his employment agreement.
- (2) The amounts in column (e) reflect the dollar amount recognized for financial statement reporting purposes for the year ended December 31, 2006, in accordance with SFAS 123R, of restricted stock unit awards pursuant to the Equity Plan and thus may include amounts from awards granted in and prior to 2006. In addition, Mr. Saltzman's dollar amount recognized for financial statement reporting purposes includes the dollar amount recognized for awards of partnership units in Cantor granted by Cantor. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures. More information with respect to the calculation of these amounts are included in footnote 14 to our audited financial statements for the year ended December 31, 2006, included in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. These amounts reflect our accounting expense for these awards and do not correspond to the actual value that will be recognized by the named executive officers.
- (3) The amounts in column (f) reflect the dollar amount recognized for financial statement reporting purposes for the year ended December 31, 2006, in accordance with SFAS 123R, of awards pursuant to the Equity Plan and thus may include amounts from awards granted in and prior to 2006. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures. More information with respect to the calculation of these amounts is included in footnote 14 to our audited financial statements for the year ended December 31, 2006, included in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. These amounts reflect our accounting expense for these awards and do not correspond

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to the actual value that will be recognized by the named executive officers.

- (4) The amounts in column (g) reflect the cash awards to the named executive officers under the Incentive Plan, which is discussed in further detail under the heading Compensation Discussion and Analysis Bonus Compensation.
- (5) The amount shown in column (i) reflects, for each named executive officer, matching contributions by the Company under its 401(k) Plan and paid in shares of Class A common stock.
- (6) Mr. Saracino was appointed Interim Chief Accounting Officer on July 19, 2006.
- (7) Mr. Foley relinquished his role as President of eSpeed on January 1, 2007.
- (8) Mr. Ryan resigned on May 16, 2006. If Mr. Ryan remained employed by us as of December 31, 2006, he would have been considered an executive officer.

**Table of Contents****Grants of Plan-Based Awards**

The following table shows all grants of plan-based awards to the named executive officers with respect to the year ended December 31, 2006:

(a) Name	(b) Grant Date	(c) Estimated Future Payouts Under Non-Equity Incentive Plan Awards			(f) Estimated Future Payouts Under Equity Incentive Plan Awards			(i) All Other Grant Awards: Number of Shares of Stock or Units (#)(2)	(j) All Other Option Awards: Number of Securities Underlying Options (#)	(k) Exercise or Base Price of Option Awards (\$/Sh)	(l) Grant Date Fair Value of Stock and Option Awards \$(3)
		(d) Threshold (\$)	(e) Target (\$)	(g) Maximum (\$)(1)	(f) Threshold (#)	(g) Target (#)	(h) Maximum (#)				
Howard W. Lutnick	08/22/06 12/15/06			5,000,000					250,000 800,000	8.42 8.80	1,170,100 3,851,680
Frank V. Saracino (4)	12/15/06							1,136			10,000
Lee M. Amaitis				5,000,000							
Stephen M. Merkel	12/15/06							5,681			50,000
Paul Saltzman	12/15/06			5,000,000				5,681			50,000
Kevin Foley				5,000,000							
Jay Ryan											

- (1) The amounts shown in column (e) reflect the maximum payment under our Incentive Plan. During 2006, there were no specific minimum and target levels under our Incentive Plan. The \$5 million maximum amount was the maximum annual amount available for payment to any one executive officer under the Incentive Plan, and members of our compensation committee retain negative discretion to award less than this amount even if the performance criteria are met. The eSpeed board of directors has amended the Incentive Plan, subject to approval by stockholders as described in Proposal 5 of this proxy statement, to increase the maximum, annual amount available for payment to one executive officer to \$10 million.
- (2) The amounts shown in column (i) reflect the number of restricted stock units granted to each named executive officer pursuant to our Equity Plan. The amount for Mr. Saltzman does not include \$350,000 of partnership units in Cantor granted by Cantor on August 7, 2006. More information with respect to the partnership units is included in footnote 14 to our audited financial statements for the year ended December 31, 2006, included in eSpeed's Annual Report on Form 10-K for the fiscal year ended December 31, 2006, filed with the SEC on March 15, 2007.
- (3) More information used in the calculations of these amounts is included in footnote 14 to eSpeed's audited financial statements for the year ended December 31, 2006, included in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. In addition, the amount for Mr. Saltzman does not include \$350,000 of partnership units in Cantor granted by Cantor having a fair value at the date of grant of \$119,432.
- (4) Mr. Saracino was not eligible to participate in our Incentive Plan during 2006.

**Table of Contents****Outstanding Equity Awards at Fiscal Year End**

The following table shows all unexercised options and restricted stock units that had not vested for each of the named executive officers as of December 31, 2006:

*Outstanding Equity Awards at December 31, 2006*

(a)	(b)	Option Awards			Stock Awards			(j)	
		(c)	(d)	(e)	(g)	(h)	(i)		
Name	Number of Securities Underlying Unexercised Options (#)	Number of Securities Underlying Unexercised Options (#)	Equity Incentive Awards: Number of Securities Underlying Unexercised Options (#)	Equity Incentive Awards: Number of Securities Underlying Unexercised Options (#)	Option Price (\$)	Option Expiration Date	Market Awards: Number of Shares or Units of Stock That Have Not Vested	Value of Market Awards: Number of Shares or Units of Stock That Have Not Vested	Equity Incentive Awards: Number of Unearned Shares, Units or Rights That Have Not Vested
Howard W. Lutnick	2,000,000				22.00	12/10/2009			
	625,000				16.88	11/28/2010			
	1,500,000				5.10	10/19/2011			
	1,000,000				14.39	12/9/2012			
	1,000,000				21.42	12/9/2013			
	1,000,000				13.00	12/20/2014			
	15,625	234,375			8.42	8/22/2016			
		800,000			8.80	12/15/2016			
Frank V. Saracino	7,500				11.47	12/20/2014	1,136	9,917	
Lee M. Amaitis	325,000				22.00	12/9/2009			
	50,000				15.13	11/24/2010			
	237,500				5.10	10/19/2011			
	150,000				14.39	12/9/2012			
	200,000				21.42	12/9/2013			



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	250,000	11.47	12/20/2014		
Stephen M. Merkel	100,000	22.00	12/10/2009		
	100,000	16.88	11/28/2010		
	110,000	5.10	10/19/2011		
	100,000	14.39	12/9/2012		
	100,000	21.42	12/9/2013		
	100,000	11.47	12/20/2014		
				5,681	49,595
Paul Saltzman	200,000	17.67	4/29/2014		
	150,000	11.47	12/20/2014		
				5,681	49,595
Kevin Foley	500,000	17.43	5/3/2014		
	375,000	11.47	12/20/2014		
Jay Ryan (4)					

- (1) All options listed above vest at a rate of 6.25% per quarter over the first four years of the ten-year option term.
- (2) All restricted stock units above vest annually from the date of grant over a two-year period, with 67% vesting on the first anniversary date.
- (3) The amounts for Mr. Saltzman do not include \$350,000 of partnership units in Cantor granted by Cantor, which vest in six equal annual installments beginning on July 1, 2007.
- (4) Mr. Ryan's options expired on August 14, 2006.

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**Option Exercises and Stock Vested; Pension Benefits and Nonqualified Deferred Compensation**

None of our named executive officers exercised any stock options and no restricted stock units vested during the year ended December 31, 2006. Additionally, none of our named executive officers received any retirement pension benefits or nonqualified deferred compensation from eSpeed during the 2006 fiscal year.

**Employment Agreements**

We entered into an employment agreement with Kevin Foley, our former President, dated April 23, 2004, which we refer to as the Foley Agreement. The Foley Agreement provided for Mr. Foley to serve us as our President for a term beginning on May 3, 2004 and ending on December 31, 2006. The Foley Agreement provided for an annual base salary of \$900,000. In addition, it provided for a bonus payment (i) in 2004 of between \$600,000 and \$900,000 and (ii) in each of 2005 and 2006 of at least \$600,000, subject in each such year to our achievement of certain operating earnings milestones. The Foley Agreement also provided that Mr. Foley would receive options to purchase 500,000 shares of our Class A common stock in accordance with the terms of our Equity Plan. These options were granted to Mr. Foley on May 3, 2004 at an exercise price of \$17.43 per share and vested in equal installments every quarter for four years after the date of grant, provided that all such option shares became fully vested and exercisable upon the death of Mr. Foley while employed. On December 20, 2004, our board of directors accelerated the vesting of the remaining unvested stock options. These options were out-of-the-money at the time of vesting. The Foley Agreement expired on December 31, 2006, and Mr. Foley became President and Chief Executive Officer of Aqua, a new equities venture being launched by eSpeed and Cantor.

We entered into an employment agreement with Paul Saltzman, our Chief Operating Officer, dated April 29, 2004, which we refer to as the Saltzman Agreement. The Saltzman Agreement provided for Mr. Saltzman to serve us in such capacity for a term beginning on May 24, 2004 and ending on December 31, 2006. The Saltzman Agreement provided for a signing bonus of \$50,000, an annual base salary of \$500,000 and a guaranteed bonus payment of \$300,000 in each of 2004, 2005 and 2006. The Saltzman Agreement also provided that Mr. Saltzman would receive options to purchase 200,000 shares of our Class A common stock in accordance with the terms of our Equity Plan. These options were granted to Mr. Saltzman on April 29, 2004 at an exercise price of \$17.67 per share and vested in equal installments every quarter for four years after the date of grant, provided that all such option shares became fully vested and exercisable upon the death of Mr. Saltzman while employed. On December 20, 2004, our board of directors accelerated the vesting of the remaining unvested stock options. These options were out-of-the-money at the time of vesting. On March 15, 2006, we amended Mr. Saltzman's employment agreement. The amendment provided for an annual base salary of \$800,000 and an annual bonus of \$200,000 in 2006. The Saltzman Agreement expired on December 31, 2006.

The merger agreement provides that, prior to completion of the merger, upon the request of BGC Partners, eSpeed will provide each of Howard W. Lutnick, Lee M. Amaitis, Shaun D. Lynn, Stephen M. Merkel and Robert K. West with a letter agreement setting forth an annual base salary of \$1,000,000 per year (except for Mr. West whose letter shall provide for an annual base salary of \$450,000) and annual target bonuses of:

300% of annual base salary for Howard W. Lutnick,

275% of annual base salary for Lee M. Amaitis,

200% of annual base salary for Shaun D. Lynn,

50% of annual base salary for Stephen M. Merkel, and

\$300,000 for Robert K. West, \$125,000 of which shall be paid in stock or restricted exchangeable units and \$175,000 of which shall be paid in cash.

This merger agreement provision with respect to Messrs. Amaitis and Lynn is expected to be implemented prior to the merger through employment agreements between BGC Partners and each of Mr. Amaitis and Mr. Lynn, which will be assumed at completion of the merger by the Combined Company. Mr. Amaitis' employment agreement will have an initial term of three years, which is extendable for two additional one-year terms with the



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consent of Mr. Amaitis and BGC Partners, or, after the merger, the Combined Company. In accordance with the letter agreement described above, Mr. Amaitis' employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of 275% of base salary. Mr. Lynn's employment agreement will have a five-year term. In accordance with the letter agreement described above, Mr. Lynn's employment agreement will provide for a base salary of \$1,000,000 per year, subject to annual review and increase by the compensation committee, with a target bonus for 2007 of 200% of base salary. The target bonus for Mr. Amaitis and Mr. Lynn will be reviewed annually by the compensation committee. Following the merger, Messrs. Lutnick, Merkel and West are expected to be paid by the Combined Company the applicable base salary and target bonus as set forth in the letter agreements to be provided by eSpeed as described above, but not to enter into employment agreements. Upon death, disability or termination in the absence of a change of control, an executive will be paid only accrued salary to the date of death, disability or termination.

**Compensation of Directors**

Directors who are also our employees do not receive additional compensation for serving as directors. Under our current policy, we pay to each non-employee director annual compensation of \$25,000. We also pay \$2,000 for each meeting of our board of directors and \$1,000 for each meeting of a committee of our board of directors actually attended, whether in person or by telephone. Under our policy, none of our non-employee directors is paid more than \$3,000 in the aggregate for attendance at meetings held on the same date. Non-employee directors also are reimbursed for all out-of-pocket expenses incurred in attending meetings of our board of directors or committees of our board of directors.

In addition to the cash compensation described above, under our current policy, upon the appointment or initial election of a non-employee director, at the option of such non-employee director, we issue to each non-employee director either (i) restricted stock units equal to the value of shares of our Class A common stock that could be purchased for \$70,000 at the closing price of such Class A common stock on the trading date of the appointment or initial election of a non-employee director (rounded down to the next whole share) or (ii) options having an equivalent value, based on a Black-Scholes formula, of shares of our Class A common stock that could be purchased for \$70,000 at the closing price of such Class A common stock on the trading date of such meeting (rounded down to the next whole share). The restricted stock units issued upon the appointment or initial election of a non-employee director vest equally on each of the first two anniversaries of the grant date, provided that the non-employee director is a member of our board of directors at the opening of business on such date. The options granted upon the appointment or initial election of a non-employee director vest equally on each of the first two anniversaries of the grant date, provided that the optionee is still a non-employee director of our board of directors at the opening of business on such date.

We also grant to each non-employee director on an annual basis, in consideration for services provided, at the option of such non-employee director, either (i) restricted stock units equal to the value of shares of our Class A common stock that could be purchased for \$35,000 at the closing price of such Class A common stock on the date of such meeting (rounded down to the next whole share) or (ii) options having an equivalent value, based on a Black-Scholes formula, of shares of our Class A common stock that could be purchased for \$35,000 at the closing price of such Class A common stock on the trading date of such meeting (rounded down to the next whole share). The restricted stock units granted on an annual basis vest on the first anniversary of the grant date, provided that the non-employee director is a member of our board of directors at the opening of business on such date. The options granted on an annual basis vest on the first anniversary of the grant date, provided that the optionee is still a non-employee director of our board of directors at the opening of business on such date.

The restricted stock units and options described above are granted pursuant to our Equity Plan. Such restricted stock units and options are subject to the terms and conditions of the Equity Plan under which they are awarded and the execution and delivery of agreements with each recipient. Each option has a term of 10 years, and the exercise price for each option is equal to the closing price for the Class A common stock on the date of grant, as reported on the NASDAQ Global Market.

**Table of Contents****Director Compensation for the Year Ended December 31, 2006**

The table below summarizes the compensation paid by us to non-employee directors for the year ended December 31, 2006:

*Director Compensation for the Year Ended December 31, 2006*

(a) Name(1)	(f)						(h) Total (\$)
	(b) Fees Earned or Paid in Cash (\$)	(c) Stock Awards (\$)(2)	(d) Option Awards (\$)(3)	(e) Non-Equity Incentive Plan Compensation (\$)	(f) Change in Pension Value and Nonqualified Deferred Compensation Earnings	(g) All Other Compensation (\$)	
Albert M. Weis, Director	85,000		17,757				102,757
John H. Dalton, Director	60,000		17,757				77,757
Barry R. Sloane, Director (4)	39,000	9,479					48,479
Henry Morris, Former Director	82,000		10,905				92,905

- (1) Howard Lutnick, the Company's Chairman of the Board, Chief Executive Officer and President, and Lee Amaitis, the Company's Vice Chairman, are not included in this table as they are employees of our company and thus receive no compensation for their services as directors. The compensation received by Messrs. Lutnick and Amaitis as employees of our company is shown in the Summary Compensation Table.
- (2) Reflects the dollar amount recognized for financial statement reporting purposes for the year ended December 31, 2006 in accordance with SFAS 123R, and thus may include amounts from awards granted in and prior to 2006. In 2006, the fair value of the stock awards granted to each director was as follows: Albert M. Weis: none; John H. Dalton: none; Barry R. Sloane: \$70,000; and Henry Morris: none. For more information used in the calculations of these amounts see footnote 14 to eSpeed's audited financial statements for the year ended December 31, 2006, included in eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. As of December 31, 2006, each director had the following number of restricted stock units outstanding: Albert M. Weis: none; John H. Dalton: none; Barry R. Sloane: 8,139; and Henry Morris: none.
- (3) Reflects the dollar amount recognized for financial statement reporting purposes for the year ended December 31, 2006 in accordance with SFAS 123R, and thus includes amounts from options granted in and prior to 2006. In 2006, the fair value of the awards granted to each director was as follows: Albert M. Weis: \$35,000; John H. Dalton: \$35,000; Barry R. Sloane: none; and Henry Morris: none. For more information used in the calculations of these amounts see footnote 14 to eSpeed's audited financial statements for the year ended December 31, 2006, included in our Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, which is incorporated herein by reference. As of December 31, 2006, each director had the following number of options outstanding: Albert M. Weis: 67,534; John H. Dalton: 77,534; Barry R. Sloane: none; and Henry Morris: 60,000.
- (4) Mr. Sloane was initially appointed as a director on September 27, 2006.

**Compensation Committee Interlocks and Insider Participation**

The compensation committee of our board of directors currently consists of Messrs. Dalton, Sloane and Weis. All of the members of our compensation committee are non-employee directors and are not former officers. During 2006, none of our executive officers served as a member of the board of directors or on the compensation committee of a corporation where any of its executive officers served on our compensation committee or on our board of directors.

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**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS  
AND MANAGEMENT BEFORE AND AFTER THE MERGER**

**By Management.** The following table sets forth certain information, as of September 30, 2007, with respect to the beneficial ownership of our common equity by: (i) each of our current directors and the Combined Company's directors after the merger; (ii) each of our current executive officers and the Combined Company's executive officers after the merger; and (iii) all current and future executive officers and directors and nominees as a group. Each person listed below can be reached at our headquarters located at 110 East 59th Street, New York, New York 10022. Shares of Class B common stock are convertible into shares of Class A common stock at any time in the discretion of the holder on a one-for-one basis. Accordingly, a holder of Class B common stock is deemed to be the beneficial owner of an equal number of shares of Class A common stock for purposes of this table.

Name	Pre-Merger Beneficial Ownership(1)		Class B		Post-Merger Beneficial Ownership		Class B	
	Class A	Class B	Class A common stock	Class B	Class A common stock	Class B	Class A common stock	Class B
	Shares	%	Shares	%	Shares	%	Shares	%
Howard W. Lutnick	30,110,394(2)	52.1%(3)	20,497,800(4)	100%	52,079,465(16)	65.3%(17)	20,497,800(18)	100%
Lee M. Amaitis	1,316,012(5)	4.2%(6)			2,537,720(19)	4.8%(20)		
Shaun D. Lynn	192,188(7)	*			1,251,469(21)	2.4%(22)		
Stephen M. Merkel	626,702(8)	2.1%(9)			626,702(23)	1.2%(24)		
Paul Saltzman#	352,325(10)	1.2%(11)			399,970(25)	*		
Frank V. Saracino#	7,500(12)	*			7,500	*		
Robert K. West								
John H. Dalton	67,200(13)	*			67,200(13)	*		
Albert M. Weis	71,000(14)	*			71,000(14)	*		
Barry R. Sloane	4,069(15)	*			4,069(15)	*		
Barry M. Gosin								
All current and future directors and nominees and executive officers as a group (11 persons)(2)(4)(5)(7)(8)(10)(12)(13)(14) pre-merger and (5)(7)(8)(10)(12)(13)								
(14)(18) post-merger	32,743,321	54.3%(16)	20,497,800	100%	57,045,095(17)	69.4%(26)	20,497,800	100%

\* Less than 1%

Will serve as an executive officer beginning with the consummation of the merger.

# Will serve in a capacity that is not deemed an executive officer position after the merger.

- (1) Based upon information supplied by directors, nominees and executive officers, and filings under Sections 13 and 16(a) of the Exchange Act.
- (2) Consists of (1) 7,337,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 751,310 shares of Class A common stock held by Cantor, (3) 20,449,055 shares of Class B common stock held by Cantor, (4) 388,812 shares of Class A common stock held by CFGM, (5) 48,745 shares of Class B common stock held by CFGM, (6) 955,673 shares of Class A common stock held directly by Mr. Lutnick, (7) 3,710 shares of Class A common stock held in Mr. Lutnick's 401(k) account and (8) 175,589 shares of Class A common stock held by a trust for the benefit of descendants of Mr. Lutnick, of which Mr. Lutnick's wife is one of two trustees and Mr. Lutnick has limited powers to remove and replace such trustees. CFGM is the managing general partner of Cantor, and Mr. Lutnick is the President and sole stockholder of CFGM. Cantor has pledged to eSpeed, pursuant to a Pledge Agreement, dated as of July 26, 2007, such number of shares of eSpeed Class A and Class B common stock as equals 125% of the principal amount of the loan amount outstanding on any given date, as security for loans eSpeed has agreed to make to Cantor from time to time in the amount of up to \$100,000,000. Based on the closing price of \$8.53 per share of eSpeed Class A common stock on September 28, 2007 and the entire available loan amount being outstanding, this pledge would cover 14,654,162 shares.
- (3) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock and (3) 7,337,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 10, 2007.
- (4) Consists of (1) 20,449,055 shares of Class B common stock held by Cantor and (2) 48,745 shares of Class B common stock held by CFGM. Cantor has pledged to eSpeed, pursuant to a Pledge Agreement, dated as of July 26, 2007, such number of shares of eSpeed Class A and Class B common stock as equals 125% of the principal amount of the loan amount outstanding on any given date, as security for loans eSpeed has agreed to make to Cantor from time to time in the amount of up to \$100,000,000. Based on the closing price of \$8.53 per share of eSpeed Class A common stock on September 28, 2007 and the entire available loan amount being outstanding, this pledge would cover 14,654,162 shares.



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- (5) Consists of (1) 1,212,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007 and (2) 103,512 shares of Class A common stock held directly by Mr. Amaitis.
- (6) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and (2) 1,212,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (7) Consists of 192,188 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (8) Consists of (1) 610,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 10,907 shares of Class A common stock held directly by Mr. Merkel, (3) 3,545 shares of Class A common stock held in Mr. Merkel's 401(k) account and (4) 2,250 shares of Class A common stock beneficially owned by Mr. Merkel's spouse.
- (9) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and (2) 610,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (10) Consists of (1) 350,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 2,200 shares of Class A common stock held directly by Mr. Saltzman and (3) 125 shares of Class A common stock that are beneficially owned by Mr. Saltzman's child.
- (11) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and (2) 350,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (12) Consists of 7,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (13) Consists of (1) 65,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007 and (2) 2,200 shares of Class A common stock held directly by Mr. Dalton.
- (14) Consists of (1) 55,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 9,000 shares of Class A common stock held directly by Mr. Weis and (3) 7,000 shares of Class A common stock, of which 1,000 shares are beneficially owned by Mr. Weis's spouse, 4,000 shares are held in trust for Mr. Weis's children and 2,000 shares are beneficially owned by Mr. Weis's children.
- (15) Consists of 4,069 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (16) Consists of (1) 7,337,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, and on the effective date of the merger, (2) 22,720,381 shares of Class A common stock held by Cantor, (3) 20,449,055 shares of Class B common stock held by Cantor, (4) 388,812 shares of Class A common stock held by CFGM, (5) 48,745 shares of Class B common stock held by CFGM, (6) 955,673 shares of Class A common stock held directly by Mr. Lutnick, (7) 3,710 shares of Class A common stock held in Mr. Lutnick's 401(k) account and (8) 175,589 shares of Class A common stock held by a trust for the benefit of descendants of Mr. Lutnick, of which Mr. Lutnick's wife is one of two trustees and Mr. Lutnick has limited powers to remove and replace such trustees. CFGM is the managing general partner of Cantor, and Mr. Lutnick is the President and sole stockholder of CFGM. Cantor has pledged to eSpeed, pursuant to a Pledge Agreement, dated as of July 26, 2007, such number of shares of eSpeed Class A and Class B common stock as equals 125% of the principal amount of the loan amount outstanding on any given date, as security for loans eSpeed has agreed to make to Cantor from time to time in the amount of up to \$100,000,000. Based on the closing price of \$8.53 per share of eSpeed Class A common stock on September 28, 2007 and the entire available loan amount being outstanding, this pledge would cover 14,654,162 shares.
- (17) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) 21,969,071 shares of Class A common stock on the effective date of the merger, (3) 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock outstanding on September 30, 2007 and (4) 7,337,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007.
- (18) Consists of (1) 20,449,055 shares of Class B common stock held by Cantor and (2) 48,745 shares of Class B common stock held by CFGM on the effective date of the merger. Cantor has pledged to eSpeed, pursuant to a Pledge Agreement, dated as of July 26, 2007, such number of shares of eSpeed Class A and Class B common stock as equals 125% of the principal amount of the loan amount outstanding on any given date, as security for loans eSpeed has agreed to make to Cantor from time to time in the amount of up to \$100,000,000. Based on the closing price of \$8.53 per share of eSpeed Class A common stock on September 28, 2007 and the entire available loan amount being outstanding, this pledge would cover 14,654,162 shares.
- (19) Consists of (1) 1,212,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 103,512 shares of Class A common stock and (3) 1,221,708 of BGC Holdings founding partnership interests immediately exchangeable into Class A common stock on a one-for-one basis upon consummation of the merger. The amount excludes 1,486,832 BGC Holdings founding partner interests, which will not be exchangeable as of the closing of the merger and 121,708 distribution rights held by Mr. Amaitis.
- (20) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) 1,212,500 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (3) 1,221,708 of BGC Holdings founding partner interests immediately exchangeable into Class A common stock on a one-for-one basis and (4) 21,969,071 shares of Class A common stock outstanding on the effective date of the merger.
- (21) Consists of (1) 192,188 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007 and (2) 1,059,281 of BGC Holdings founding partner interests immediately exchangeable into Class A common stock on a one-for-one basis upon consummation of the merger. The amount excludes 1,237,118 BGC Holdings founding partner interests held by Mr. Lynn, which will not be exchangeable as of the closing of the merger.



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- (22) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) 192,188 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (3) 1,059,280 BGC Holdings founding partner interests immediately exchangeable into Class A common stock on a one-for-one basis and (4) 21,969,071 shares of Class A common stock outstanding on the effective date of the merger.
- (23) Consists of (1) 610,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 10, 2007, (2) 10,907 shares of Class A common stock held directly by Mr. Merkel, (3) 3,545 shares of Class A common stock held in Mr. Merkel's 401(k) account and (4) 2,250 shares of Class A common stock beneficially owned by Mr. Merkel's spouse. The amount excludes 275,376 distribution rights held by Mr. Merkel.
- (24) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) 610,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007 (3) an additional 21,969,071 shares of Class A common stock outstanding on the effective date of the merger.
- (25) Consists of (1) 350,000 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007, (2) 2,200 shares of Class A common stock held directly by Mr. Saltzman, (3) 125 shares of Class A common stock beneficially owned by Mr. Saltzman's child and (4) 47,645 of BGC Holdings founding partner interests held directly by Mr. Saltzman. The amount excludes 190,582 BGC Holdings founding partner interests held by Mr. Saltzman.
- (26) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) an additional 21,969,071 shares of Class A common stock outstanding on the effective date of the merger, (3) 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock outstanding on September 30, 2007, (4) 9,833,757 shares of Class A common stock subject to options currently exercisable or exercisable within 60 days of September 30, 2007 and (5) 2,328,633 BGC Holdings founding partner interests immediately exchangeable into Class A shares of common stock on a one-for-one basis.

**By Others.** The following table sets forth certain information, as of September 30, 2007, with respect to the beneficial ownership of our common equity by each person or entity known to us to beneficially own more than 5% of a class of our common equity, other than our directors, nominees and executive officers. Unless indicated otherwise, the address of each entity listed is 110 East 59th Street, New York, New York 10022, and each entity listed has sole voting and investment power over the shares beneficially owned. Shares of Class B common stock are convertible into shares of Class A common stock at any time in the discretion of the holder on a one-for-one basis. Accordingly, a holder of Class B common stock is deemed to be the beneficial owner of an equal amount of number of shares of Class A common stock for purposes of this table.

Name	Pre-Merger Beneficial Ownership				Post-Merger Beneficial Ownership			
	Class A		Class B		Class A		Class B	
	common stock Shares	%	common stock Shares	%	common stock Shares	%	common stock Shares	%
Cantor Fitzgerald, L.P.(18)	21,200,365(1)	42.0(2)	20,449,055	99.8(3)	43,169,436(11)	59.6(12)	20,449,055(19)	99.8(13)
CF Group Management, Inc.	21,637,922(4)	42.9(5)	20,497,800(6)	100.0(3)	43,606,933(14)	60.2(15)	20,497,800(19)	100.0(13)
J. Carlo Cannell	1,550,000(7)	5.2(8)			1,550,000	3.0(17)		
Downtown Associates, L.L.C.	3,483,500(9)	11.6(10)			3,483,500	6.7(17)		

- (1) Consists of (1) 751,310 shares of Class A common stock and (2) 20,449,055 shares of Class B common stock.
- (2) Percentage based on 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock.
- (3) Based on 20,497,800 shares of Class B common stock outstanding on September 30, 2007.
- (4) Consists of (1) 388,812 shares of Class A common stock held by CFGM, (2) 48,745 shares of Class B common stock held by CFGM, (3) 751,310 shares of Class A common stock held by Cantor and (4) 20,449,055 shares of Class B common stock held by Cantor. CFGM is the managing general partner of Cantor.
- (5) Percentage based on 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock.
- (6) Consists of (1) 48,745 shares of Class B common stock held by CFGM and (2) 20,449,055 shares of Class B common stock held by Cantor. CFGM is the managing general partner of Cantor.
- (7) As set forth in a Schedule 13G reporting beneficial ownership as of May 10, 2007 filed on June 4, 2007. According to the Schedule 13G, Mr. Cannell is the controlling member of Cannell Capital, LLC, which we refer to as the Adviser. The Adviser acts as the investment sub adviser to The Cuttyhunk Fund Limited, which we refer to as Cuttyhunk, investment adviser to Anegada Master Fund Limited, which we refer to as Anegada, and TE Cannell Portfolio, Ltd., which we refer to as TEC, and is the general partner of and investment adviser to Tonga Partners, L.P., which we refer to as Tonga, and, which we refer to collectively, with Cuttyhunk, Anegada and TEC, as the Funds. Mr. Cannell may be deemed to beneficially own (1) 334,800 shares of Class A common stock owned by Cuttyhunk, (2) 334,100 shares of Class A common stock owned by Anegada, (3) 370,400 shares of Class A common stock owned by TEC and (4) 510,700 shares of Class A common stock owned by Tonga. Mr. Cannell's business address is P.O. Box 3459, 240 E Deloney Ave., Jackson, Wyoming 83001.
- (8) Percentage based on 29,952,450 shares of Class A common stock outstanding on September 30, 2007.

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- (9) As set forth in a Schedule 13G (Amendment No. 3) reporting beneficial ownership as of August 9, 2007 filed on August 14, 2007. According to the Schedule 13G, the shares of Class A common stock are held by Downtown Associates I, L.P., Downtown Associates II, L.P., Downtown Associates III, L.P. and Downtown Associates V, L.P., which we collectively refer to as the Downtown Funds. The general partner of the Downtown Funds is Downtown Associates, L.L.C., which we refer to as the General Partner. Mr. Juvonen, as the managing member of the General Partner, has sole power to vote and direct the disposition of all shares of our Class A common stock held by the Downtown Funds. The business address of Mr. Juvonen, the General Partner and the Downtown Funds is c/o Downtown Associates, L.L.C., 674 Unionville Road, Suite 105, Kennett Square, Pennsylvania 19348.
- (10) Percentage based on 29,952,450 shares of Class A common stock outstanding on September 30, 2007.
- (11) Consists of (1) 751,310 shares of Class A common stock (2) 21,969,071 shares of Class A common stock on the effective date of the merger and (3) 20,449,055 shares of Class B common stock on the effective date of the merger. Excludes (1) 61,984,607 shares of Class A common stock into which BGC Holdings exchangeable limited partnership interests that will be held by Cantor after the merger will be exchangeable on a one-for-one basis (subject to customary anti-dilution adjustments), one year after the merger and (2) 20 million shares of Class A common stock into which BGC Holdings exchangeable limited partnership interests that will be held by Cantor after the merger will be exchangeable on a one-for-one basis (subject to customary anti-dilution adjustments), upon the earlier of one year after the merger or a registered public offering of Combined Company common stock underwritten by a nationally recognized investment bank, in each case provided Cantor does not exchange such interests into Class B common stock.
- (12) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) an additional 21,969,071 shares of Class A common stock outstanding on the effective date of the merger and (3) 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock outstanding on September 30, 2007.
- (13) Based on 20,497,800 shares of Class B common stock outstanding on the effective date of the merger.
- (14) Consists of (1) 388,812 shares of Class A common stock held by CFGM, (2) 48,745 shares of Class B common stock held by CFGM, (3) 22,720,381 shares of Class A common stock held by Cantor and (4) 20,449,055 shares of Class B common stock held by Cantor on the effective date of the merger. CFGM is the managing general partner of Cantor.
- (15) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007, (2) an additional 21,969,071 shares of Class A common stock outstanding on the effective date of the merger and (3) 20,497,800 shares of Class A common stock acquirable upon conversion of 20,497,800 shares of Class B common stock outstanding on September 30, 2007.
- (16) Consists of (1) 48,745 shares of Class B common stock held by CFGM and (2) 20,449,055 shares of Class B common stock held by Cantor on the effective date of the merger. CFGM is the managing general partner of Cantor.
- (17) Percentage based on (1) 29,952,450 shares of Class A common stock outstanding on September 30, 2007 and (2) an additional 21,969,071 shares of Class A common stock outstanding on the effective date of the merger.
- (18) Cantor has pledged to eSpeed, pursuant to a Pledge Agreement, dated as of July 26, 2007, such number of shares of eSpeed Class A and Class B common stock as equals 125% of the principal amount of the loan amount outstanding on any given date, as security for loans eSpeed has agreed to make to Cantor from time to time in the amount of up to \$100,000,000. Based on the closing price of \$8.53 per share of eSpeed Class A common stock on September 28, 2007 and the entire available loan amount being outstanding, this pledge would cover 14,654,162 shares.
- (19) Excludes (1) 61,984,607 shares of Class B common stock into which BGC Holdings exchangeable limited partnership interests that will be held by Cantor after the merger will be exchangeable, or upon Cantor's election, shares of Class A common stock, in each case on a one-for-one basis (subject to customary anti-dilution adjustments), commencing one year after the merger and (2) 20 million shares of Class B common stock into which BGC Holdings exchangeable limited partnership interests that will be held by Cantor after the merger will be exchangeable, or upon Cantor's election, shares of Class A common stock, in each case on a one-for-one basis (subject to customary anti-dilution adjustments), after the one-year anniversary of completion of the merger or earlier in connection with a registered public offering of Combined Company common stock underwritten by a nationally recognized investment bank.

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**Equity Compensation Plan Information as of December 31, 2006**

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity Plan (approved by security holders)	15,164,882	14.86	3,335,118
Equity compensation plans not approved by security holders			
<b>Total</b>	<b>15,164,882</b>	<b>14.86</b>	<b>3,335,118</b>

In 2006, eSpeed issued an aggregate of 270,435 restricted stock units under the Equity Plan to 371 employees and directors. These units shall vest and be payable in shares of eSpeed Class A common stock.

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**CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS BEFORE  
AND AFTER THE MERGER**

**Review, Approval and Ratification of Transactions with Related Persons**

The general policy of eSpeed and its audit committee is that all material transactions with a related party, including transactions with Cantor and, prior to the completion of the merger, BGC Partners or its affiliates, the relationship between eSpeed and Cantor and, prior to the completion of the merger, BGC Partners and its affiliates pursuant to the JSA, the existing administrative services agreement and other agreements with related parties, as well as all material transactions in which there is an actual, or in some cases, perceived, conflict of interest, are subject to prior review and approval by eSpeed's audit committee which shall determine whether such transactions or proposals are fair and reasonable to eSpeed stockholders. In general, potential related party transactions are identified by eSpeed's management and discussed with the audit committee at audit committee meetings. Detailed proposals, including, where applicable, financial and legal analysis, alternatives and management recommendations, are provided to the audit committee with respect to each issue under consideration and decisions are made by the audit committee with respect to the foregoing related party transactions after opportunity for discussion and review of materials. When applicable, the audit committee requests further information and from time to time requests guidance or confirmation from internal or external counsel or auditors.

From and after the closing date of the merger until six months after Cantor ceases to hold 5% of the Combined Company's voting power, transactions or arrangements between the Combined Company and Cantor will be subject to prior approval by a majority of the Combined Company board of directors that the Combined Company has found to qualify as independent in accordance with the published listing requirements of the NASDAQ Global Market.

**Independence of Directors**

The eSpeed board of directors has determined that each of Messrs. Sloane, Dalton and Weis qualifies as an independent director in accordance with the published listing requirements of the NASDAQ Global Market. The eSpeed board of directors does not expect the transactions contemplated by the merger agreement to change such determination. The NASDAQ independence definition consists of a series of objective tests, including that the director is not an officer or employee of ours and has not engaged in various types of business dealings with us. In addition, as further required by NASDAQ rules, the eSpeed board of directors has made a subjective determination with respect to each independent director that no relationships exist which, in the opinion of the eSpeed board of directors, would interfere with the exercise of independent judgment by each such director in carrying out the responsibilities of a director. In making these determinations, our board of directors reviewed and discussed information provided by the individual directors and us with regard to each director's business and personal activities as they may relate to us and our management.

**The Formation Transactions**

Concurrently with eSpeed's initial public offering in December 1999, Cantor contributed to eSpeed certain of its assets. These assets primarily consisted of the proprietary software, network distribution systems, technologies and related contractual rights that comprise the eSpeed® system. In exchange for these assets, eSpeed issued to Cantor 43,999,900 shares of its Class B common stock, representing approximately 98% of the voting power of eSpeed capital stock outstanding at the time. Cantor converted 3,350,000 of these shares into the shares of eSpeed Class A common stock which it sold in eSpeed's initial public offering in December 1999.

eSpeed entered into the agreements described below in connection with the formation transactions and to help define the terms of its relationship with Cantor after the formation of eSpeed. Certain of the agreements, as described below, will be terminated upon completion of the merger. In an effort to mitigate conflicts of interest between eSpeed and Cantor, eSpeed and Cantor agreed that none of these agreements could be amended without the approval of a majority of eSpeed's disinterested directors.

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**Table of Contents*****Joint Services Agreement***

Under the JSA, as well as under services agreements with Freedom, which we refer to as the Freedom services agreements, and CO2e, eSpeed owns and operates the electronic trading systems and is responsible for providing electronic brokerage services, and Cantor and BGC Partners, Freedom and CO2e provide voice-assisted brokerage services, clearance, settlement and other fulfillment and related services, such as credit and risk management services, oversight of customer suitability and regulatory compliance, sales positioning of products and other services customary to brokerage operations. Pursuant to the terms of the merger agreement, the JSA and the CO2e services agreement will terminate upon the completion of the merger. A description of the revenue sharing arrangements under these agreements that are, and, with respect to the JSA and CO2e services agreements, until completion of the merger and the concurrent termination of these agreements, will be in effect is set forth below.

***Revenue Sharing Arrangements***

During the period prior to the completion of the merger, under the JSA, as well as under the CO2e services agreement and the Freedom services agreements, eSpeed owns and operates the electronic trading systems and is responsible for providing electronic brokerage services, and BGC Partners, Freedom and CO2e provide voice-assisted brokerage services, fulfillment services, such as clearance and settlement, and related services, such as credit risk management services, oversight of customer suitability and regulatory compliance, sales positioning of products and other services customary to marketplace intermediary operations. In general, for fully electronic transactions in U.S. Treasuries, eSpeed receives 65% of the transaction revenues and Cantor, BGC Partners or Freedom receives 35% of the transaction revenues. Beginning on July 1, 2006, the 65%/35% revenue share between eSpeed and Freedom is paid on net transaction revenues, which are calculated after deductions of all electronic business-related broker commission payments (up to a 45% broker payout). With respect to other fully electronic transactions, the following provisions are applicable:

With respect to foreign exchange transactions, the 65%/35% revenue share between eSpeed and Cantor is paid after the payment of any revenue share amount to certain participants on the foreign exchange market, which we refer to as the FX or forex market platform and after payment of fees relating to clearance, settlement and fulfillment services provided by Cantor. Such clearing and settlement fees shared 65%/35% in the event that the average cost of such services exceeds the average costs associated with clearing and settling cash transactions in U.S. Treasuries.

eSpeed agreed to divide revenues with Cantor with respect to European Government Bonds, which we refer to as EGBs, traded electronically as follows: (i) the first \$1.5 million of gross revenues from EGBs traded electronically shall be shared 65% to eSpeed and 35% to Cantor, (ii) from July 1, 2005 through June 30, 2009 (or until earlier termination upon completion of the merger), net revenues for EGBs derived from gross revenues in excess of \$1.5 million is shared 50% to eSpeed and 50% to Cantor and (iii) after June 30, 2009, net revenues from EGBs derived from gross revenues in excess of \$1.5 million is then shared 65% to eSpeed and 35% to Cantor. Net revenues are calculated after deduction of all electronic business-related broker payouts, commissions and other related compensation expenses, which payouts, commissions and compensation expenses are not to exceed 50% of EGB electronic revenues.

eSpeed agreed to divide revenues between it and Cantor with respect to all products other than benchmark U.S. Treasury securities, spot foreign exchange or EGBs which become electronically traded in the future as follows: eSpeed receives no less than 50% of the net revenues for such products for a period of four years from the date a customer enters an order on the eSpeed system for such products, or four years from the date of the amendment in the case of products which are currently voice-assisted for BGC Partners customers. At the end of such four-year period, the revenue share reverts to a payment to eSpeed of 65% of the net revenues for such products. Net revenues are calculated after deduction of all electronic business-related broker payouts, commissions and other related compensation expenses, which payouts, commissions and compensation expenses are not to exceed 50% of such electronic revenues.

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With respect to the equity order routing business conducted for Cantor, eSpeed and Cantor each have traditionally received 50% of the revenues, after deduction of specified marketing, sales and other costs and fees. In addition, any eSpeed equity order routing business that was not conducted for Cantor was treated as a fully electronic transaction, in which we would receive 65% of the revenues of any such business and Cantor would receive 35% of such revenues.

CO2e shares with eSpeed 50% of the fully electronic revenues. With respect to (i) certain network access facilities services agreements and (ii) other circumstances in which Cantor refers network access facility services business to eSpeed, 60% of net revenues from such business would be paid to Cantor and 40% of such revenues would be paid to eSpeed. This revenue sharing arrangement is made after deduction of all sales commissions, marketing, helpdesk, clearing and direct third-party costs, including circuits and maintenance. With respect to private labeling of the eSpeed system to Cantor parties, the net revenues between eSpeed and Cantor with respect to such privately labeled businesses is shared 50% to eSpeed and 50% to Cantor for a period of four years from the date such customer begins trading. Thereafter, net revenues are shared 65% to eSpeed and 35% to Cantor. Net revenues are calculated after deduction of all electronic business-related broker payouts, commissions and other related compensation expenses, which payouts, commissions and compensation expenses are not to exceed 50% of such electronic revenues.

eSpeed is authorized to pay directly to BGC Partners or Cantor brokers up to 10% of gross revenues on increased electronic trading on the eSpeed system by customers of such brokers in certain products. These payments are intended to provide incentive to voice brokers to encourage additional electronic trading on the eSpeed system by their customers and are solely in the discretion of our management.

In addition, BGC Partners is authorized to pay directly to eSpeed sales personnel or to eSpeed or its affiliates discretionary payments of commissions generated by eSpeed sales personnel. These payments are intended to provide incentive to eSpeed sales personnel to encourage additional voice brokered and hybrid trading.

Effective October 1, 2005, eSpeed amended its arrangement with Cantor with respect to Cantor's gaming businesses to allow the Cantor parties to provide their own gaming development services. With that, former eSpeed technical personnel who had been primarily engaged in providing gaming development services for Cantor's gaming businesses were hired directly by Cantor. Consequently, the payment provisions in the JSA were amended to provide eSpeed a 12.5% share of the gaming transaction revenues. In exchange for such revenue share, eSpeed will provide to Cantor all Gaming-related Ancillary IT services (as defined in the JSA) consistent with the ancillary information technology services as are currently provided by eSpeed, and all reasonable replacement ancillary information technology. Further, Cantor will reimburse eSpeed for 100% of all direct costs expended by eSpeed for additional items requested by Cantor, in writing, which are solely dedicated to Cantor's gaming business. eSpeed will also provide to Cantor access to its business and property, including property, technology, software and hardware in order to engage in development with respect to Cantor's gaming business.

In December 2005, eSpeed entered into an agreement with BGC Partners to provide the technology and support for the first integrated voice and electronic U.S. dollar repo trading platform for the primary dealer community. eSpeed and BGC Partners split gross revenues generated by the new platform 50%/50% after a deduction of total broker compensation associated with the extra commission paid to BGC Partners brokers up to a cap of 50% of gross revenues.

In July 2006, eSpeed and Cantor entered into an agreement whereby eSpeed provides its Ecco products to Cantor and BGC Partners free of charge until December 31, 2007 (or until earlier termination upon completion of the merger) and eSpeed provides to Cantor new features and customized development work that it requests in writing with respect to our Ecco product and Cantor will pay eSpeed for the cost of the development of those new features. Additionally, eSpeed is authorized to enter into an agreement with Cantor to provide a commission for third-party sales by a Cantor or BGC Partners salesperson equal to the equivalent amount that would be paid if the salesperson was a salesperson of eSpeed.

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In general, for voice-assisted brokerage transactions, eSpeed receives 7% of the transaction revenues, in the case of BGC Partners transactions, and 35% of the transaction revenues, in the case of Freedom transactions. For CO2e eSpeed receives 20% of the transaction revenues. For screen-assisted open outcry brokerage transactions, eSpeed receives 2.5% of the transaction revenues in the case of BGC Partners transactions, and for CO2e, eSpeed receives 20% of the transaction revenues. In addition, until completion of the merger, BGC Partners is authorized to pay commissions to eSpeed sales personnel which complete voice assisted transactions or to an eSpeed entity for the benefit of such persons.

Under various services agreements, eSpeed has agreed to provide Cantor, BGC Partners, Freedom and CO2e technology support services, including systems administration, internal network support, support and procurement for desktops of end-user equipment, operations and disaster recovery services, voice and data communications, support and development of systems for clearance and settlement services, systems support for brokers, electronic applications systems and network support, and provision and/or implementation of existing electronic applications systems, including improvements and upgrades thereto, and use of the related intellectual property rights. In general, we charge Cantor, BGC Partners and Freedom the actual direct and indirect costs, including overhead, of providing such services and receive payment on a monthly basis. These services are provided to CO2e and to Cantor with respect to its gaming business at no additional cost other than the revenue sharing arrangement set forth above. Also, in connection with Cantor's gaming business, we have agreed to provide additional items such as hardware, machinery, personnel, communications lines and similar dedicated items to Cantor at its written request in exchange for payment by Cantor of all of the direct costs for such items.

Under the terms of the JSA, we have agreed with Cantor to certain arrangements, including commission structures, pursuant to which Cantor and its affiliates participate in certain eSpeed marketplaces by posting quotations for their accounts and by acting as principal on trades. Such activity is intended, among other things, to assist these parties in managing their proprietary positions, and to facilitate transactions, add liquidity, increase commissions and attract additional order flow to the eSpeed system and revenues to both eSpeed and Cantor and its affiliates.

Under the existing administrative services agreement (which is described below under Existing Administrative Services Agreements), Cantor provides various administrative services to eSpeed, including accounting, tax, legal, human resources and facilities management. eSpeed is required to reimburse Cantor for the cost of providing such services. The costs represent the direct and indirect costs of providing such services and are determined based upon the time incurred by the individual performing such services. The administrative services agreement renews automatically for successive one-year terms unless cancelled upon six months prior notice by either eSpeed or Cantor. eSpeed incurred administrative fees for such services during the years ended December 31, 2006, 2005 and 2004 totaling \$12.6 million, \$13.9 million and \$13.2 million, respectively. Cantor is also authorized to provide these administrative services to the Aqua business. The services provided under both the JSA and the existing administrative services agreement are related party services because Cantor controls eSpeed. As a result, the amounts charged for services under these agreements may be higher or lower than amounts that would be charged by third parties if eSpeed did not obtain such services from Cantor.

In the merger, the existing administrative services agreement will be terminated and the Combined Company will assume the rights and obligations of BGC Partners under two services agreements, one with Tower Bridge and one with Cantor, which BGC Partners will enter into, at or prior to the closing, in connection the separation and which are described in Related Agreements Administrative Services Agreement.

**Aqua**

Upon completion of the planned separation of eSpeed's equities business in connection with the Aqua transaction, we will be entitled to a 49% interest in the new entity and Cantor will be entitled to a 51% interest in the new entity, subject to FINRA approval. The new Aqua entity will also be authorized to receive clearing and administrative services from Cantor and technology infrastructure services from eSpeed at cost. Aqua will also be authorized to pay sales commissions to brokers of Cantor, BGC Partners or other brokers who participate in

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the sales process. This agreement between Aqua and Cantor and eSpeed will remain in place after the merger as an obligation of the Combined Company.

**Software Solutions Services**

eSpeed provides to Cantor, Freedom, BGC Partners and CO2e, Software Solutions services, including (1) systems administration; (2) internal network support; (3) support and procurement for desktops of end-user equipment; (4) operations and disaster recovery services; (5) voice and data communications; (6) support and development of systems for clearance, settlement and other fulfillment services; (7) systems support for broker; (8) electronic applications systems and network support and development; and (9) provision and/or implementation of existing electronic applications systems, including improvements and upgrades thereto, and use of the related intellectual property rights. In general, eSpeed charges Cantor, BGC Partners and Freedom the actual direct and indirect costs, including overhead, that we incur in performing these services. These services are provided to CO2e and to Cantor with respect to its gaming business at no additional cost other than the revenue sharing arrangement set forth above. With respect to Cantor's gaming business, eSpeed has agreed to provide additional items such as hardware, machinery, personnel, communications lines and similar dedicated items to Cantor at its request in exchange for payment by Cantor of all of the direct costs for such items. In connection with the merger, these arrangements with BGC Partners and CO2e will terminate.

**Intellectual Property**

Cantor has granted eSpeed a license covering Cantor's patents and patent applications that relate to the eSpeed system. The license is perpetual, irrevocable, worldwide and royalty free and is exclusive, except in the event that (1) eSpeed is unwilling to provide to Cantor any requested services covered by the patents with respect to a marketplace and Cantor elects not to require eSpeed to do so, or eSpeed is unable to provide such services, or (2) eSpeed does not exercise its right of first refusal to provide to Cantor electronic brokerage services with respect to a marketplace, in which event, Cantor will have a limited right to use the patents and patent applications solely in connection with the operation of that marketplace. Cantor will cooperate with eSpeed, at its expense, in any attempt by eSpeed to prevent any third-party infringement of eSpeed's patent rights under the license. Cantor has also granted to eSpeed a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license to use the servicemarks Cantor Exchange, Interactive Matching MOE and CX.

At the completion of the merger, the above mentioned licenses will be terminated. Pursuant to the separation agreement, Cantor will grant to BGC Partners a license in intellectual property as described in Related Agreements Separation Agreement License that the Combined Company will assume in the merger. In addition, all intellectual property primarily related to the BGC businesses will be transferred to BGC Partners pursuant to the separation agreement.

Pursuant to the merger agreement, the Combined Company will provide Cantor with a perpetual, royalty-free license to use the software, technology and intellectual property, with certain exceptions, that Cantor owned and contributed to BGC Partners in the separation or that Cantor has a right to use, or the Combined Company uses on Cantor's behalf, under the JSA, and enhancements and upgrades will be provided free of charge for one year following the completion of the merger. See The Merger Agreement License.

**Non-Competition and Market Opportunity Provisions**

The JSA imposes performance obligations on us and restricts our ability to compete with Cantor and Cantor's ability to compete with us in markets that we and Cantor traditionally operate. eSpeed and Cantor agreed to exclude the TradeSpark and Freedom marketplaces from the provisions of the JSA in order to enable us to enter into separate agreements in connection with these marketplaces. As noted above, the JSA will terminate upon the completion of the merger.



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In addition, for a description of the corporate opportunity provisions of the Combined Company certificate of incorporation, please see Description of the Combined Company Capital Stock Anti-Takeover Effects of the Combined Company Certificate of Incorporation and By-laws and Delaware Law Corporate Opportunity.

### **Existing Administrative Services Agreements**

Under the existing administrative services agreement, Cantor provides certain administrative and management services to eSpeed. Cantor makes available to eSpeed some of its administrative and other staff, including its internal audit, treasury, legal, tax, insurance, human resources, facilities, corporate development and accounting staffs. Members of these staffs arrange for eSpeed's insurance coverage and provide a wide array of services, including administration of eSpeed's personnel and payroll operations, benefits administration, internal audits, facilities management, promotional sales and marketing, legal, risk management, accounting and tax preparation and other services. eSpeed reimburses Cantor for the actual costs incurred by Cantor, plus other reasonable costs, including reasonably allocated overhead and any applicable taxes. eSpeed also entered into arrangements with Cantor under which eSpeed has the right to use certain assets, principally computer equipment, from Cantor. These assets may be subject to operating leases with third-party leasing companies. eSpeed also has arrangements with Cantor under which it shares office space provided by Cantor at their offices. Under the administrative services agreement, eSpeed provides sales, marketing and public relations services to Cantor. Cantor reimburses eSpeed for the actual costs incurred by eSpeed, plus other reasonable costs, including reasonably allocated overhead and any applicable taxes. The existing administrative services agreement had an initial three-year term, has been renewed for three successive one-year renewal terms and will continue to renew automatically for successive one-year terms unless canceled by either eSpeed or Cantor upon six months' prior notice; provided, however, that our right to use our London office space expires at the earlier of (1) the time Cantor's lease expires in 2016 or (2) until Cantor ceases to be an affiliate of ours and Cantor asks us to vacate.

Pursuant to the existing administrative services agreement, Cantor is required to obtain for eSpeed, among other things, property and casualty insurance of not less than \$40 million and business interruption insurance of \$25 million. Cantor has procured property insurance coverage for eSpeed covering its fixed assets and business interruption insurance of at least these coverage amounts. However, eSpeed is listed on this insurance policy as one of several insured parties, together with Cantor and several of its affiliates. This insurance policy is for aggregate amounts in excess of the amounts set forth above. The existing administrative services agreement does not provide for the allocation of the proceeds among the named insured parties. Insurance proceeds paid to date have been paid to Cantor on behalf of all parties named on the policy, and Cantor has allocated these proceeds among the insured parties. As a result of the terrorist attacks of September 11, 2001, which we refer to as the September 11 Events, eSpeed's offices in the World Trade Center were destroyed and eSpeed lost 180 of its employees, including many members of its senior management. As of December 31, 2006, eSpeed had received approximately \$25.7 million of replacement property insurance proceeds in settlement for property damage related to the September 11 Events. eSpeed is entitled to reimbursement by Cantor for certain replacement assets, which replacement is nearing completion.

In the merger, the existing administrative services agreement will be terminated.

eSpeed is also a party to an administrative services agreement, dated as of November 12, 2004, with two of its broker-dealer subsidiaries, eSpeed Government Securities, Inc. and eSpeed Securities, Inc. Under this agreement, these subsidiaries agree to compensate eSpeed for the actual cost (plus reasonable other costs, including reasonably allocated overhead and any applicable taxes) of certain services provided by eSpeed to them, including office space, personnel and certain corporate services, including, without limitation, cash management, internal audit, facilities management, legal, payroll, benefits administration and other administrative services. This agreement remains in effect until terminated upon the mutual agreement of all parties. In connection with the planned Aqua transaction, eSpeed expects to contribute eSpeed Securities, Inc. to the Aqua entity and terminate the applicable administrative services agreement.

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### **Administrative Services Agreements**

See Related Agreements Administrative Services Agreements.

### **Registration Rights Agreements**

Pursuant to a registration rights agreement entered into by Cantor and eSpeed in connection with eSpeed's formation and a registration rights agreement to be entered into by BGC Partners in connection with the separation and assumed by the Combined Company in the merger, Cantor has received and will receive piggyback and demand registration rights.

#### ***Formation Registration Rights Agreement***

Under the registration rights agreement entered into in connection with the formation of eSpeed, which we refer to as the formation registration rights agreement, the piggyback registration rights allow Cantor to register the shares of Class A common stock issued or issuable to it in connection with the conversion of its shares of Class B common stock whenever eSpeed proposes to register any shares of eSpeed Class A common stock for our own or another's account under the Securities Act for a public offering, other than any shelf registration of shares of eSpeed Class A common stock to be used as consideration for acquisitions of additional businesses and registrations relating to employee benefit plans.

Cantor also has the right, on three occasions, to require that eSpeed register under the Securities Act any or all of the shares of our Class A common stock issued or issuable to it in connection with the conversion of its shares of our Class B common stock. The demand and piggyback registration rights apply to Cantor and to any transferee of shares held by Cantor who agrees to be bound by the terms of the formation registration rights agreement.

eSpeed has agreed to pay all costs of one demand and all piggyback registrations, other than underwriting discounts and commissions. eSpeed has also agreed to indemnify Cantor and any transferee for certain liabilities they may incur in connection with the exercise of their registration rights. All of these registration rights are subject to conditions and limitations, including (1) the right of underwriters of an offering to limit the number of shares included in that registration; (2) eSpeed's right not to effect any demand registration within six months of a public offering of its securities; and (3) that Cantor agrees to refrain from selling its shares during the period from 15 days prior to and 90 days after the effective date of any registration statement for the offering of eSpeed's securities.

In the merger, the formation registration rights agreement will continue to be in effect as it was immediately prior to the merger.

#### ***Separation Registration Rights Agreement***

See Related Agreements Separation Registration Rights Agreement.

### **Municipal Partners**

In January 2002, Cantor sold the assets of the business known as Municipal Partners, Inc., a municipal bond broker, to a newly formed limited company, Municipal Partners, LLC, formed by Brian Kelly, a former employee of Cantor, in exchange for a 25% special interest in Municipal Partners, LLC. Cantor had purchased substantially all of the assets of Municipal Partners, Inc. in July 2000. Cantor also loaned \$1,000,000 to Municipal Partners, LLC and is entitled to distributions equal to 5% of the gross revenues of the business less the amount of our revenue share for electronic transactions. Pending receipt of applicable licenses by Municipal Partners, LLC, Cantor provided Municipal Partners, LLC with interim services. In connection with the sale,

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eSpeed (1) granted Municipal Partners, LLC a non-exclusive license to use its software and technology to operate a municipal bond brokerage business; (2) will maintain its municipal bond trading platform and provide the software capabilities that were in place in Cantor's municipal bond business (eSpeed is to be compensated for upgrading the trading platform at cost plus a reasonable profit or at prevailing rates, at eSpeed's election); (3) will provide web-hosting, technical and customer support at cost plus a reasonable fee to Municipal Partners, LLC; (4) will receive 50% of gross revenues of Municipal Partners, LLC, with respect to electronic transactions; and (5) terminated existing arrangements with former brokers in the business (some of whom are deceased) pursuant to which eSpeed had given them shares of eSpeed Class A common stock valued at \$1,250,000 in exchange for promissory notes in the same amount with the result that the notes were terminated and the shares were cancelled. As of September 25, 2006, the services agreement was terminated in connection with the settlement of certain litigation with Municipal Partners.

### **Freedom International Brokerage Company**

eSpeed and Cantor formed a limited partnership, which we refer to as the LP, to acquire a 66.7% interest in Freedom, a Canadian government securities broker-dealer and Nova Scotia unlimited liability company, in April 2001. eSpeed is entitled to 75.0% of the LP's capital interest in Freedom. eSpeed shares in 15.0% of the LP's cumulative profits but not in cumulative losses. Cantor is the LP's general partner and is allocated all of the LP's cumulative losses or 85.0% of the cumulative profits.

eSpeed also entered into the Freedom services agreements with Freedom pursuant to which eSpeed provides the technology infrastructure for the transactional and technology related elements of the Freedom marketplace as well as certain other services in exchange for specified percentages of transaction revenues from the marketplace. In general, for fully electronic transactions in U.S. Treasuries, eSpeed receives 65% of the transaction revenues and Cantor, BGC Partners or Freedom receives 35% of the transaction revenues. For a four year period beginning on July 1, 2006, the 65%/35% revenue share between eSpeed and Freedom is paid on net transaction revenues, which are calculated after deductions of all electronic business-related broker commission payments (up to a 45% broker payout). This agreement will continue in full force and effect after the completion of the merger.

### **CantorCO2e, LLC**

On October 11, 2002, Mitsui & Co. (U.S.A.), Inc. and MB Emission Trading, Inc., which we collectively refer to as Mitsui, invested \$1,200,000 in CO2e, a Cantor subsidiary. CO2e's purpose is to form and operate one or more electronic trading markets for products related to the mitigation of greenhouse gasses and related activities and to provide brokerage information and consulting services relating to the emission or mitigation of greenhouse gasses and related issues. In connection therewith, eSpeed and CO2e entered into the CO2e services agreement whereby eSpeed receives 50% of CO2e's fully electronic revenues and 20% of CO2e's voice-assisted and open outcry revenues. The CO2e services agreement supersedes the provisions of the JSA with respect to CO2e transactions. Mitsui received 4% of the equity of CO2e and we agreed to transfer certain intellectual property rights to CO2e. As described above, upon completion of the merger, the CO2e services agreement will terminate.

### **Additional Previous Transactions with Cantor**

On June 5, 2000, each of Williams Energy Marketing & Trading, which we refer to as Williams, and Dynegy Inc., which we refer to as Dynegy, purchased a unit consisting of (a) 789,071 shares of eSpeed Class A common stock and (b) warrants exercisable for the purchase of up to 666,666 shares of eSpeed Class A common stock, for an aggregate purchase price for the unit of \$25.0 million. The warrants have a per share exercise price of \$35.20, a 10-year term and all of the warrants are currently exercisable. At such time as Williams and Dynegy (or their permitted affiliate assignees) have made an aggregate equity investment in eSpeed of an amount equal to at least \$100.0 million, valued on a cost basis (and for so long as such parties maintain ownership of equity securities having such cost basis), Cantor is obligated to use its best efforts to cause one designee jointly selected by Williams and Dynegy to be nominated to eSpeed's board of directors and to vote its shares of common equity in favor of such designee.

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eSpeed has a 15% investment in EIP Holdings, LLC, which we refer to as EIP Holdings, which in turn has a 99.5% investment in TradeSpark, L.P., which we refer to as TradeSpark, a voice brokerage business in certain energy products. The business of TradeSpark has been wound up. Cantor has an 85% investment in EIP Holdings.

In connection with a transaction fee agreement dated August 21, 2002 that Cantor entered into with UBS AG and certain named affiliates, which we collectively refer to as UBS, eSpeed issued to UBS a warrant to purchase 300,000 shares of eSpeed Class A common stock which has been exercised with respect to 125,000 shares. The warrant has a term of 10 years and has an exercise price equal to \$8.75, the market value of the underlying Class A common stock on the date of issuance. The warrant is fully vested and non-forfeitable, and is exercisable nine years and six months after issuance. In addition, eSpeed has provided UBS with piggyback registration rights for the Class A common stock underlying the warrants.

On July 30, 2001, eSpeed entered into an agreement to form a business partner relationship with Deutsche Bank, AG, which we refer to as Deutsche Bank, whereby Deutsche Bank channels its electronic market-making engines and liquidity for specified European fixed income products using eSpeed's electronic trading platform. In connection with the agreement, Deutsche Bank purchased 750 shares of eSpeed's Series C Redeemable Convertible Preferred Stock, which we refer to as Series C Preferred, at its par value of \$0.01 per share. Each share of the Series C Preferred is convertible at the option of Deutsche Bank into 10 shares of eSpeed Class A common stock at any time during the five years ending July 31, 2006. At the end of each year of the five-year agreement in which Deutsche Bank fulfills its liquidity and market-making obligations for specified products, 150 shares of Series C Preferred will automatically convert into warrants to purchase 150,000 shares of eSpeed Class A common stock at an exercise price of \$14.79 per share. At the end of the five year period, to the extent that Deutsche Bank does not fulfill its obligations under the agreement and Series C Preferred shares remain outstanding, eSpeed has the option to redeem each share of the Series C Preferred outstanding in exchange for 10 shares of eSpeed Class A common stock. Deutsche Bank was deemed to have fulfilled its obligations under the agreement for the 12 months ended July 30, 2002, and, accordingly, a warrant to purchase 150,000 shares of eSpeed Class A common stock was issued by eSpeed. eSpeed has informed Deutsche Bank that it was not in compliance with the agreement for the 12 months ended July 30, 2003, and that a warrant will not be issued for such period. Based on certain communications and the failure of Deutsche Bank to comply with the agreement since, eSpeed has further notified Deutsche Bank that eSpeed believes Deutsche Bank has terminated its right to receive warrants under the agreement for the remaining commitment periods. The 450 shares of Series C Preferred with respect to the 12 month periods ended July 30, 2003, 2004 and 2005, are redeemable by us for 4,500 shares of Class A common stock.

### **Indemnification by Cantor**

Although eSpeed does not expect to incur any losses with respect to pending lawsuits or supplemental allegations relating to Cantor and Cantor's limited partnership agreement, Cantor has agreed to indemnify eSpeed with respect to any liabilities it incurs as a result of such lawsuits or allegations.

### **Other Transactions**

eSpeed enters into reverse repurchase agreements with Cantor as short term investments as part of its overall cash management strategy. These reverse repurchase agreements generally mature on a next-day basis. Interest rates for the reverse repurchase agreements are reset daily and approximate market rates, which are based on the Fed Funds Rate and the quality of the underlying collateral. It is eSpeed's and Cantor's policy to obtain collateral, which is valued daily, with a market rate equal to or in excess of the principal amount loaned under these reverse repurchase agreements. As an alternative to eSpeed's ongoing policy of investing its cash in reverse repurchase agreements with Cantor, on July 26, 2007, eSpeed entered into a secured promissory note and pledge agreement (the Secured Loan) with Cantor in which eSpeed agreed to lend Cantor up to \$100,000,000 on a secured basis from time to time. The Secured Loan is guaranteed by a pledge of eSpeed Class A or Class B

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common stock owned by Cantor equal to 125% of the outstanding Secured Loan amount, as determined on a next-day basis. The Secured Loan bears interest at the market rate for equity repurchase agreements plus 0.25% and is payable on demand. At September 30, 2007, the reverse repurchase agreements between eSpeed and Cantor totaled \$80 million.

Cantor has granted certain eSpeed employees, including Mr. Saltzman, its Chief Operating Officer, awards of partnership units in Cantor with a notional value of \$1.1 million. Such partnership units entitle the employee to participate in quarterly distributions of income by Cantor and receive post-termination payments equal to the notional value of the award in four equal installments on the first, second, third and fourth anniversaries of the employee's termination provided that the employee has not engaged in any competitive activity with us or our affiliates prior to the date each payment is due. Mr. Saltzman's entitlement to such post-termination payments vests in six equal annual installments beginning July 1, 2007, provided that as of each such anniversary date Mr. Saltzman is still employed by us or one of our affiliates and has not breached this agreement. The other partnership units were fully vested on date of grant.

In February 2006, in conjunction with Cantor's acquisition of IDT Horizon GT, Inc., which we refer to as Horizon, eSpeed entered into a software license agreement, which we refer to as the Horizon License, with Horizon, pursuant to which Horizon granted us a perpetual, fully paid-up, non-transferable (except to our affiliates) license of Horizon's GovREPO software, a multi-currency, multi-entity, multi-portfolio, collateral management and trading system for fixed income securities. Management has estimated the fair value of the Horizon License at \$1.5 million. The Horizon License permits us to use the software worldwide in connection with the processing of trades in our product offerings, provided that the software may not be used for the processing of the business of any other person, firm or entity. The Horizon License provides that, in the event Cantor sells the Horizon business, it will pay us an amount equal to 23% of the total consideration received in connection with such sale, up to a maximum of \$1.5 million. In consideration for the Horizon License and support services to be provided under the Horizon License, we issued to Horizon a warrant to acquire 312,937 shares of Class A common stock, which warrant was not transferred to Cantor. The warrant has a five-year term and is immediately exercisable at an exercise price equal to \$8.87.

On August 10, 2006, eSpeed entered into a Sponsored Research Agreement with a researcher and a U.S. university in which the Company agreed to pay \$100,000 per year for five years in exchange for research and certain patent rights. In October 2006, we agreed with Cantor and BGC Partners that they would pay 75% of all payments made by us in connection with the Sponsored Research Agreement, and that to the extent, if any, that we make any charitable contributions to the university, Cantor and BGC Partners will make a proportional charitable contribution. In exchange for this agreement, we will retain a nonexclusive license to all patents and patent applications resulting from the Sponsored Research Agreement within the field of fully electronic financial services, BGC Partners will have a license to the patents and patent applications in all financial services fields other than fully electronic, and Cantor will have patent rights to all other patents and patent applications. We further agreed that, in the event that we or Cantor grants a license to such technology in the field of fully-electronic financial services, we and Cantor will each receive 50% of all revenues from any such license.

**Potential Conflicts of Interest and Competition with Cantor and the Combined Company**

Various conflicts of interest between eSpeed and Cantor and the Combined Company may arise in the future in a number of areas relating to our past and ongoing relationships, including potential acquisitions of businesses or properties, the election of new directors, payment of dividends, incurrence of indebtedness, tax matters, financial commitments, marketing functions, indemnity arrangements, service arrangements, issuances of capital stock, sales or distributions of shares of Combined Company common stock and the exercise by Cantor of control over the Combined Company's management and affairs. Immediately after the separation and the completion of the merger, Cantor will effectively be able to exercise control over the Combined Company's management and affairs and all matters requiring stockholder approval, including the election of the Combined Company's directors and determinations with respect to acquisitions and dispositions, as well as material expansions or contractions of the Combined Company's business, entry into new lines of business and

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borrowings and issuances of Combined Company common stock or other securities. This control will be subject to the approval of the Combined Company's independent directors on those matters requiring such approval. Cantor's voting power may also have the effect of delaying or preventing a change of control of the Combined Company. This control will also be exercised because:

Cantor is, in turn, controlled by CFGM, its managing general partner, and, ultimately, by Mr. Lutnick, who will serve as the Combined Company's Co-Chief Executive Officer and Chairman. Mr. Lutnick is also the Chairman of the Board and Chief Executive Officer of Cantor and the President and controlling stockholder of CFGM;

Mr. Amaitis, who will serve as the Combined Company's Co-Chief Executive Officer and a member of the Combined Company's board of directors is also the President and Chief Executive Officer of Cantor Index Limited and holds positions at various gaming affiliates of Cantor; and

Mr. Merkel, who will serve as the Combined Company's Executive Vice President, General Counsel and Secretary, is employed as Executive Managing Director, General Counsel and Secretary of Cantor.

Messrs. Lutnick and Merkel have holdings in Cantor through partnership unit ownership and will continue to have such holdings following the merger.

The service of officers or partners of Cantor as the Combined Company's executive officers and directors, and those persons' ownership interests in and payments from Cantor, and its affiliates, could create conflicts of interest when the Combined Company and those directors or officers are faced with decisions that could have different implications for Cantor and the Combined Company. In addition, although in connection with the merger Cantor will redeem all of the Cantor limited partnership interests held by founding partners for BGC Holdings limited partnership interests and distribution rights, Messrs. Lutnick and Merkel will continue to hold Cantor limited partnership and other interests in Cantor and its affiliates, including distribution rights, and will not be redeemed for BGC Holdings limited partnership interests in connection with the separation or the merger.

It is also expected that Cantor will manage its ownership of the Combined Company so that it will not be deemed to be an investment company under the Investment Company Act, including by maintaining its voting power in the Combined Company above a majority absent an applicable exemption from the Investment Company Act. This may result in conflicts with the Combined Company, including those relating to acquisitions or offerings by the Combined Company involving issuances of common stock or securities convertible or exchangeable into shares of common stock that would dilute the voting power in the Combined Company of the holders of BGC Holdings exchangeable limited partnership interests.

Conflicts of interest may arise between the Combined Company and Cantor in a number of areas relating to the Combined Company's past and ongoing relationships, including:

potential acquisitions and dispositions of businesses;

the issuance or disposition of securities by the Combined Company;

the election of new or additional directors to the Combined Company's board of directors;

the payment of dividends by the Combined Company (if any) and distribution of profits by BGC U.S., BGC Global and/or BGC Holdings;

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business operations or business opportunities of the Combined Company and Cantor that would compete with the other party's business opportunities, including brokerage and financial services by the Combined Company and Cantor;

labor, tax, employee benefits, indemnification and other matters arising from the separation or the merger;

intellectual property matters;

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business combinations involving the Combined Company;

the terms of the merger agreement and the related agreements we intend to enter into in connection with the merger and separation;

conflicts between the Combined Company's agency trading for primary and secondary bond sales and Cantor's investment banking bond origination business;

competition between the Combined Company's and Cantor's other equity derivatives and cash equity inter-dealer brokerage businesses; and

the nature, quality and pricing of administrative services to be provided by Cantor and/or Tower Bridge.

In addition, Cantor has from time to time in the past considered possible strategic realignments of the business relationships that exist between and among Cantor, and the businesses comprising the Combined Company and may do so in the future. Any future related party transactions or arrangements between the Combined Company and Cantor, until Cantor ceases to hold 5% of the Combined Company's voting power, will be subject to the prior approval by a majority of the Combined Company's independent directors, but generally will not otherwise require the separate approval of the Combined Company's stockholders, and if such approval were required, Cantor will retain sufficient voting power to provide any such requisite approval without the affirmative consent of the other stockholders.

Agreements and other arrangements with Cantor, including the merger agreement and the separation agreement, may be amended upon agreement of the parties to those agreements upon approval of the Special Committee (prior to the merger) or the audit committee of the Combined Company (after the merger). During the time that the Combined Company is controlled by Cantor, Cantor may be able to require the Combined Company to agree to amendments to these agreements. The Combined Company may not be able to resolve any potential conflicts and, even if it does, the resolution may be less favorable to it than if it were dealing with an unaffiliated party.

In order to address potential conflicts of interest between the Combined Company and Cantor and its representatives, the Combined Company certificate of incorporation will contain provisions regulating and defining the conduct of the Combined Company's affairs as they may involve Cantor and its representatives, and the Combined Company's powers, rights, duties and liabilities and those of its representatives in connection with its relationship with Cantor and its affiliates, officers, directors, general partners or employees.

The Combined Company certificate of incorporation will provide that no Cantor Company (as defined below) or any of the representatives (as defined below) of a Cantor Company will owe any fiduciary duty to, nor shall any Cantor Company or any of their respective representatives be liable for breach of fiduciary duty to, the Combined Company or any of its stockholders. In addition, none of any Cantor Company or any of their representatives will owe any duty to refrain from engaging in the same or similar activities or lines of business as the Combined Company and its representatives, or doing business with any of Combined Company's or its representatives' clients or customers.

If a third-party presents a corporate opportunity (as defined below) to a person who is a representative of the Combined Company and a representative of a Cantor Company, expressly and solely in such person's capacity as a representative of the Combined Company, and such person acts in good faith in a manner consistent with the policy that such corporate opportunity belongs to the Combined Company, then such person:

will be deemed to have fully satisfied and fulfilled any fiduciary duty that person has to the Combined Company;

will not be liable to the Combined Company, any of its stockholders or any of its representatives for breach of fiduciary duty by reason of such person's action or inaction with respect to the corporate opportunity;



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will be deemed to have acted in good faith and in a manner that such person reasonably believed to be in, and not opposed to, the Combined Company's best interests; and

will be deemed not to have breached such person's duty of loyalty to the Combined Company and its stockholders, and not have derived an improper personal benefit therefrom.

A Cantor Company may pursue such a corporate opportunity if the Combined Company decides not to.

If a corporate opportunity is not presented to a person who is both a representative of the Combined Company and a representative of a Cantor Company and, expressly and solely in such person's capacity as a representative of the Combined Company, such person will not be obligated to present the corporate opportunity to the Combined Company or to act as if such corporate opportunity belongs to the Combined Company, and such person:

will be deemed to have fully satisfied and fulfilled any fiduciary duty that such person has to the Combined Company as a representative of the Combined Company with respect to such corporate opportunity;

will not be liable to the Combined Company, any of its stockholders or its representatives for breach of fiduciary duty by reason of such person's action or inaction with respect to such corporate opportunity;

will be deemed to have acted in good faith and in a manner that such person reasonably believed to be in, and not opposed to, the Combined Company's best interests; and

will be deemed not to have breached a duty of loyalty to the Combined Company and its stockholders and not have derived an improper personal benefit therefrom.

For purposes of the above:

Cantor Company means Cantor and any of its affiliates (other than, if applicable, the Combined Company and its affiliates);

representatives means, with respect to any person, the directors, officers, employees, general partners or managing member of such person; and

corporate opportunity means any business opportunity that the Combined Company is financially able to undertake, that is, from its nature, in the Combined Company's lines of business, is of practical advantage to the Combined Company and is one in which the Combined Company has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of Cantor or their respective representatives will be brought into conflict with the Combined Company's self-interest.

BGC Partners and eSpeed's and, after the merger, the Combined Company's relationships with Cantor may result in agreements that are between related parties. As a result, the prices charged to eSpeed or by the Combined Company for services provided under agreements with Cantor may be higher or lower than prices that may be charged by third parties and the terms of these agreements may be more or less favorable to eSpeed or the Combined Company than those that it could have negotiated with third parties.

**Key Separation Agreements**

BGC Partners intends to enter into several agreements, in addition to those described above, which the Combined Company will assume in the merger, with Cantor, BGC Holdings, BGC U.S. and BGC Global to effect the separation, and to define and regulate the relationships of the parties after the closing of these transactions and the merger. See [Related Agreements](#).



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### **Leases**

As discussed in Information About BGC Partners Business Properties, BGC Partners occupies approximately 61,525 square feet of leased space at 199 Water Street, New York, New York, pursuant to a sublease.

In July 2005, BGCI and Cantor entered into agreements for leases of new office space at 40 Bank Street and floors 18, 19 and 20 of One Churchill Place, Canary Wharf in London. BGCI permits BGC Partners entities and Cantor entities to use office space at these offices with the Bank Street office dedicated to a data center and office of eSpeed. BGCI continues to lease office space at One America Square, in London, and BGCI sublets the ground floor and fourth and fifth floors to third parties, and permits Cantor Fitzgerald Europe to use the third floor. As described above under Existing Administrative Services Agreements, eSpeed leases office space from Cantor.

BGC Partners also leases office space in Copenhagen, Hong Kong, Mexico City, Paris, Nyon, Tokyo, Beijing (representative office), Singapore, Sydney, Istanbul and Seoul.

### **Certain Acquisitions and Dispositions of Interests in eSpeed Capital Stock by Cantor**

The eSpeed board of directors has determined that Cantor is a deputized director of eSpeed for purposes of Rule 16b-3 under the Exchange Act with respect to the transactions contemplated by the separation and the merger. Rule 16b-3 exempts from the short-swing profits liability provisions of Section 16(b) of the Exchange Act certain transactions in an issuer's securities between the issuer or its majority-owned subsidiaries and its officers and directors if, among other things, the transaction is approved in advance by the issuer's board of directors or a disinterested committee of the issuer's board of directors. The Rule 16b-3 exemption extends to any such transactions by an entity beneficially owning more than 10% of a class of an issuer's equity securities if the entity is a deputized director because it has a representative on the issuer's board of directors. The eSpeed board of directors' intent in determining that Cantor is a deputized director is that Cantor's acquisitions or dispositions of shares of eSpeed capital stock or interests in eSpeed capital stock from or to eSpeed or its majority-owned subsidiaries will be eligible for the Rule 16b-3 exemption from the short-swing profits liability provisions of Section 16(b) of the Exchange Act.

### **Repayment of Existing Loans and Required Capital Contributions**

In connection with the separation and prior to the merger, Messrs. Amaitis, Lynn, Merkel and Saltzman, as well as two other individuals who are employed by one or more of our affiliates, will use some of the proceeds that they receive in respect of the redemption of their Cantor limited partnership interests to repay certain loans made or guaranteed by Cantor. With respect to Mr. Amaitis, he will fund the loan repayment using the cash or other property that he receives from Cantor in connection with the redemption of a portion of his Cantor limited partnership interest. With respect to the other individuals, they will fund the loan repayment using the BGC Holdings limited partnership interests and/or distribution rights provided to them in redemption of their Cantor limited partnership interests in connection with the separation. Specifically, such individuals will sell some of their BGC Holdings limited partnership interests and/or distribution rights to Cantor based on the closing price of eSpeed Class A common stock on the date of closing of the merger. With respect to the distribution rights that Cantor acquires, Cantor will immediately sell the BGC Partners units underlying such distribution rights to BGC Partners for the same price per unit that it paid to the individuals for the distribution rights. Cantor will then immediately exchange the BGC Holdings limited partnership interests that it purchases for BGC Partners units on a one-for-one basis and will sell such units to BGC Partners for the same price per unit that it paid to individuals for their BGC Holdings limited partnership interests. The right to the proceeds, net of applicable taxes, will be assigned in connection with the merger by these individuals for repayment of borrowings to their applicable lenders or for payment of required capital contributions prior to the merger, for the substantial majority of which Cantor is the lender, or in the case of capital contributions, the recipient, and the remainder of which are guaranteed by Cantor in the amount of, including interest, \$51,861,101 for Mr. Amaitis, \$9,567,224

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for Mr. Lynn, \$1,190,477 for Mr. Merkel, \$500,000 for Mr. Saltzman and \$3,747,861 for one of the other individuals who is employed by one of our affiliates and \$532,847 for the other individual who is employed by one of our affiliates, respectively, that were incurred in order to acquire a portion of their existing Cantor limited partnership interests (and in the case of Messrs. Amaitis and Lynn, a portion of which were for other general purposes) as of September 30, 2007. Assuming a closing price of \$8.53 per share of eSpeed Class A common stock on the date of closing, which represents the closing price of eSpeed Class A common stock on September 28, 2007, Messrs. Lynn, Merkel, Saltzman and the other individuals would sell distribution rights relating to 569,666, 139,563, 49,474 and 404,108 shares of Combined Company Class A common stock, respectively, and Messrs. Lynn, Saltzman and the other individuals would sell 551,931, 9,143 and 97,733 BGC Holdings limited partnership interests, respectively. Cantor's exchange of the BGC Holdings limited partnership interests that it will acquire from Messrs. Amaitis, Lynn, Saltzman and the other two individuals will be an exception to the general restriction on exchanges by Cantor for one year after the completion of the merger, other than in an amount of up to 20 million in connection with a registered public offering of Class A common shares underwritten by a nationally recognized investment banking firm.

### **BGC U.S. s, BGC Global s and BGC Holdings Partnership Interests**

See Related Agreements Amended and Restated BGC Holdings Limited Partnership Agreement, Related Agreements Amended and Restated Limited Partnership Agreements of BGC U.S. and BGC Global and Proposal 1 The Merger Interests of Directors, Executive Officers and Certain Beneficial Owners in the Merger.

### **Exchangeability of Founding Partner Interests**

Cantor intends to provide all founding partners with the right to immediately exchange 20% of their BGC Holdings founding partner interests for restricted shares of Combined Company Class A common stock, on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by a founding partner upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. In addition, prior to the merger, Cantor intends to enter into agreements with Messrs. Amaitis and Lynn pursuant to which Cantor will agree that an additional portion of the BGC Holdings founding partner interests held by each of them, 1,100,000 and 600,000 respectively, will be immediately exchangeable into restricted shares of Combined Company Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments), with one-third of the shares received by either of them upon exchange becoming saleable on each of the first, second and third anniversaries of the completion of the merger, subject to applicable law. From time to time, Cantor may provide founding partners with the right to exchange their remaining BGC Holdings founding partner interests on terms and conditions to be determined by Cantor, provided that such terms and conditions do not have an adverse effect on the Combined Company.

### **Exchangeability of Working Partner Interests**

No working partner interests will be issued at the time of the separation and merger. Any working partner interests that are issued will not be exchangeable with the Combined Company unless otherwise determined by BGC Partners with the written consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement. From time to time, BGC Partners with the consent of the BGC Holdings exchangeable limited partners (by a BGC Holdings exchangeable limited partnership interest majority in interest), may provide working partners with the right to exchange any issued BGC Holdings working partner interests on terms and conditions to be determined by BGC Partners with the consent of the BGC Holdings exchangeable limited partners (by a BGC Holdings exchangeable limited partnership interest majority).

### **Exchangeability of Restricted Exchangeable Interests**

The restricted exchangeable interests will not be exchangeable with the Combined Company unless and until such restricted exchangeable interests have become exchangeable in accordance with terms and conditions of the grant of such restricted exchangeable interests, which terms and conditions shall be determined by BGC

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Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement. Prior to the merger, in the first quarter of 2007, BGC and certain of its subsidiaries intend to enter into agreements with certain of their employees pursuant to which the employees will agree to forego a portion of their compensation earned in 2007 in exchange for the delivery in 2008 of BGC Holdings restricted exchangeable interests, which would be issued upon the closing of the merger. The number of restricted exchangeable interests to be issued would be determined based on a discount to the eSpeed share price as of the date of such agreement. These agreements further provide that, in the event the merger does not occur by December 31, 2008, the employee will receive a cash payment equal to 110% of the foregone compensation. Such cash payment will be made by the applicable employer or, in the event such employer fails to make payment, the BGC Division. In addition, some employees of BGC and other persons who provide services to BGC may be granted such restricted exchangeable interests as a form of discretionary bonus. Each holder of such restricted exchangeable interests will have the right to exchange one-half of the units associated with such interest on August 31, 2008 and the remaining one-half on August 31, 2009 or according to such other vesting schedule as may be agreed, provided that he or she continues to hold the restricted exchangeable interests through the applicable vesting date and has not breached a partner obligation. From time to time, BGC Holdings may issue restricted exchangeable interests pursuant to the Participation Plan, which shall be exchangeable in accordance with the terms and conditions as determined by BGC Partners in its sole discretion in accordance with the terms of the BGC Holdings limited partnership agreement.

### **Continuing Interests in Cantor**

The founding partners and other limited partners of Cantor, including Messrs. Lutnick, Amaitis, Lynn, Merkel, Saltzman and West, will receive distribution rights in the separation. The distribution rights of founding partners, including Messrs. Amaitis, Lynn, Saltzman and West, will entitle the holder to receive a fixed number of shares of the Combined Company Class A common stock, with one-third of such shares distributable on each of the first, second and third anniversaries of the merger. The distribution rights of the other limited partners in Cantor who will not become founding partners, including Messrs. Lutnick and Merkel, will generally entitle the holder to receive a distribution of a fixed number of shares of Combined Company Class A common stock on the ninth anniversary of the merger, subject to acceleration in certain circumstances, as follows:

with respect to distribution rights received in respect of units in Cantor, including units acquired at any time as a result of reinvestment in respect thereof, held three years or longer as of the completion of the merger, 1/3rd of the shares underlying the distribution right on each of the 12, 18 and 24 month anniversaries of the completion of the merger; and

with respect to distribution rights received in respect of units in Cantor, including units acquired at any time as a result of reinvestment in respect thereof, held less than three years as of the completion of the merger, 1/5th of the shares underlying the distribution right on each of the 12, 18, 24, 30 and 36 month anniversaries of the completion of the merger,

in each case, if, as of the applicable anniversary date, that holder continues to provide services to Cantor and has not breached his or her partner obligations, including the non-competition and non-solicitation covenants contained in the limited partnership agreement of Cantor.

In addition, the managing general partner of Cantor will be able to grant earlier distribution of the shares to founding partners and the other limited partners of Cantor. The ownership of these distribution rights and underlying shares of common stock will not be dependent upon continued employment with the Combined Company or Cantor, although, in the case of Cantor limited partners not becoming founding partners, the continuing provision of services to Cantor will, in the absence of a breach of the partner obligations, result in accelerated receipt of the shares underlying these distribution rights as described above.

### **BGC Partners Restricted Stock Units**

In the fourth quarter of 2007, BGC Partners International L.P. anticipates entering into agreements with certain non-U.S. employees to forego 2007 compensation in exchange for the delivery in 2008 of certain BGC

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RSUs. In addition, in the fourth quarter of 2007, certain employees of BGC Partners and other persons who provide services to BGC are expected to be granted certain BGC RSUs as a form of discretionary bonus. These BGC RSUs are expected to vest and become exchangeable into shares of Combined Company Class A common stock in two equal installments on August 31, 2008 and August 31, 2009 or according to such other vesting schedule as may be agreed, and will be eligible to receive dividends paid by BGC Partners prior to vesting. In both cases, upon the closing of the merger, the shares ultimately issuable pursuant to the restricted exchangeable interests and the BGC RSUs will be shares of Combined Company Class A common stock issued pursuant to the BGC Partners Long Term Incentive Plan or similar plan.

### **Tower Bridge**

Currently, the principal activities of one of BGC Partners' U.K. subsidiaries, Tower Bridge, is the provision of administrative and corporate services in Europe and Asia to BGC Partners and its direct and indirect, current and future, subsidiaries and to Cantor and its direct and indirect, current and future, subsidiaries. Tower Bridge will not be required to be regulated by the FSA, and, therefore, after the merger, this will assist the Combined Company in maximizing the efficiency of its regulatory capital usage in the United Kingdom.

Tower Bridge is a U.K. limited partnership, which is owned 52% by BGC and 48% by Cantor. The right to share in profits and losses and receive distributions from Tower Bridge is divided between BGC (and on behalf of its nominated entities) and Cantor (and on behalf of its nominated entities) based on these ownership interests.

The transfer to Tower Bridge is taking place in one or more phases. On December 31, 2006, BGC Partners completed the first phase by creating Tower Bridge and transferring the services businesses from one of BGC Partners' U.K. subsidiaries, BGCI, to Tower Bridge for \$4.5 million. The transferred services businesses included the support services that had been provided by BGCI at that time to the operating and regulated companies and partnerships owned and controlled by Cantor (including BGC Partners) and other entities where applicable, including administration and benefits services, employee benefits services, human resources and payroll services, financial services, financial operations services (including BGCI's back office employees engaged mainly or wholly in the services businesses at that time) and the goodwill of BGCI in connection therewith but excluding related debts and liabilities. The transferred services business did not include any real property leased or licensed by BGCI or other assets held by BGCI (including leasehold improvements and computer assets). In subsequent phases (and subject to necessary third-party consents), on as yet unspecified dates, BGC Partners intends to transfer building leases, leasehold improvements and other fixed assets (for example computer equipment). It is intended that the transfer take place on as neutral a basis as possible from tax and other cost perspectives. This may not be achievable and, therefore, BGCI might incur taxes and other costs, including capital gains tax and stamp duty land tax.

Tower Bridge provides these services to Cantor pursuant to the administrative services agreement with Tower Bridge that Cantor has entered into in connection with the separation. See **Related Agreements** **Administrative Services Agreements**. Tower Bridge will charge each recipient of services for actual costs incurred for services provided plus a mark-up (if any), as the parties may agree from time to time. Each recipient of services will remain responsible for its own regulatory and other compliance functions.

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**INFORMATION ABOUT eSPEED'S BUSINESS**

eSpeed is a leader in developing and deploying electronic marketplaces and related trading technology that offers traders access to the most liquid, efficient and neutral financial markets in the world. eSpeed operates multiple buyer, multiple seller real-time electronic marketplaces for the global capital markets, including the world's largest government bond markets and other fixed income and foreign exchange marketplaces. eSpeed's suite of marketplace tools provides end-to-end transaction solutions for the purchase and sale of financial products over eSpeed's global private network or via the Internet. eSpeed's neutral platform, reliable network, straight-through processing and superior products make it a trusted source for electronic trading at the world's largest fixed income and foreign exchange trading firms and major exchanges.

For more information about eSpeed's business, please see Item 1. Business of eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, filed with the SEC on August 23, 2007, which is incorporated herein by reference.

**eSPEED'S SELECTED HISTORICAL FINANCIAL DATA**

Please refer to Item 6. Select Consolidated Financial Data of eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, filed with the SEC on August 23, 2007, which is incorporated herein by reference.

**eSPEED'S MANAGEMENT'S DISCUSSION AND ANALYSIS**

**OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

Please refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of eSpeed's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2006, and Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations of eSpeed's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, filed with the SEC on August 23, 2007, which are incorporated herein by reference.

**INFORMATION ABOUT BGC PARTNERS' BUSINESS**

**Overview of BGC Partners' Business**

BGC Partners is a leading full-service inter-dealer broker specializing in the trading of over-the-counter, which we refer to as OTC, financial instruments and related derivative products. BGC Partners provides integrated voice and electronic execution and other brokerage services to many of the world's largest and most creditworthy banks that regularly trade in capital markets, brokerage houses and investment banks for a broad range of global financial products, including fixed income securities, foreign exchange, equity derivatives, credit derivatives, futures, structured products and other instruments, as well as market data products for selected financial instruments.

BGC Partners' integrated voice and electronic platform is designed to provide flexibility to its customers with regard to price discovery, execution and processing of transactions. BGC Partners' hybrid platform enables its customers to use voice, screen-assisted, voice-assisted or, where available, fully electronic brokerage services in connection with transactions executed either OTC or through an exchange. BGC Partners' hybrid platform allows it to generate revenues, irrespective of whether a market is voice-brokered or electronic in nature. BGC Partners' brokerage services include execution, clearing, processing and other back office services. BGC Partners complements its brokerage services with value-added products such as market data and analytics products.

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BGC Partners' brokerage business is one of the oldest and most established franchises in the financial intermediary industry. Cantor started its inter-dealer brokerage operations in the early 1970s. Until October 2004, they were managed as a part of Cantor's operations.

Prior to the events of September 11, 2001, BGC Partners' brokerage business was widely recognized as one of the leading full-service wholesale inter-dealer brokers in the world. After September 11, 2001, and the loss of a majority of its U.S.-based employees, BGC Partners' brokerage business operated primarily in Europe. In August 2004, Cantor announced the restructuring of its inter-dealer brokerage business, renaming it BGC in honor of B. Gerald Cantor, Cantor's founder and a pioneer in screen brokerage services and fixed income market data products. Over the last three years, BGC Partners has re-established its presence in the United States and has continued to expand its global operations through the acquisition and integration of established brokerage companies and the hiring of a substantial number of experienced brokers. For example, in May 2005, BGC Partners acquired Euro Brokers, a leading U.S. and international inter-dealer brokerage firm, and in September 2005, BGC Partners acquired ETC Pollak, a leading inter-dealer broker in Paris. Through these actions, BGC Partners has been able to expand its presence in key markets and position its business for sustained growth.

More recently, in November 2006, BGC Partners acquired Aurel Leven, one of the leading independent inter-dealer brokers in France, active in the equities, equity derivatives and fixed income markets. In December 2006, BGC Partners acquired AS Menkul, an established broker in Turkey. In August 2007, BGC Partners acquired the emerging markets equity derivatives business of Marex Financial. Through these acquisitions and targeted hiring, BGC Partners has been able to expand its presence in key markets and position its business for sustained growth. As of June 30, 2007, BGC Partners had 1,211 brokers across 127 desks (up from 483 brokers across 58 desks in October 2004). BGC Partners has offices in London, New York, Toronto, Mexico City, Paris, Nyon, Copenhagen, Hong Kong, Tokyo, Beijing (representative office), Singapore, Sydney, Seoul and Istanbul.

BGC Partners provides brokerage services in a wide range of markets, including government bonds, corporate bonds, supranational and sovereign bonds, high yield bonds, convertible bonds, floating rate notes, emerging market bonds, asset-backed securities, mortgage-backed securities, foreign exchange (outright, forwards, swaps), foreign exchange options, repurchase agreements, money market products, credit default swaps, interest rate swaps, asset swaps, basis swaps, inflation swaps, interest rate options, bond options, exchange-traded financial futures and equity derivatives.

BGC Partners is focused on serving three principal brokerage markets:

traditional, liquid brokerage markets;

high growth, high margin, illiquid markets; and

targeted local markets throughout the world.

The strong underlying growth of these markets, in combination with BGC Partners' continued addition of brokerage personnel in other markets where it is currently strengthening its position and building scale, provides it with significant opportunities for growth. BGC Partners will also continue to expand in newer markets and to grow its market share in illiquid markets, such as credit derivatives. Due to the complexity of newer markets and illiquid markets, customers are willing to pay a premium for liquidity and for the ability of experienced brokerage professionals to provide market intelligence and create structuring solutions. Finally, as reflected by its recent expansions in France, Korea and Turkey, BGC Partners seeks to expand its footprint in targeted local markets where a local presence and hands-on expertise are required to be successful. We believe that all of these markets will continue to employ professional brokers, as wholesale customers continue to value the background, market knowledge, anonymity, price negotiation skills and strength of execution provided by its brokers.

BGC Partners offers a full range of voice, screen-assisted, voice-assisted and, where available, fully electronic brokerage services including price discovery, trade execution and straight-through processing. Many of BGC Partners' services are supported by an electronic platform provided by eSpeed. BGC Partners, through



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its agreements with eSpeed, uses a sophisticated electronic trading platform to distribute prices to its customers on a proprietary PC-based application. This proprietary graphic user interface, which we refer to as GUI, is the front end system for a majority of BGC Partners' products. It is deployed on most of BGC Partners' customers' desktops and is connected to them through eSpeed's private communications network or industry standard communication systems. BGC Partners' GUI establishes a direct link between its brokers and its customers and provides them with the latest product pricing information. BGC Partners' hybrid platform, in conjunction with eSpeed, allows it to offer straight-through processing to its customers for selected products. This capability eliminates the significant expense associated with manual processing, confirmation and clearing of trades.

BGC Partners provides its integrated brokerage services through its established brokerage platform and its relationship with eSpeed. BGC Partners' relationship with eSpeed is set forth in the JSA that will terminate upon the completion of the merger. BGC Partners' platform is carried on eSpeed's electronic trading systems, and BGC Partners has a right to use eSpeed's system under the JSA. Under the JSA, BGC Partners has shared revenues with eSpeed on a pre-determined schedule.

BGC Partners complements its trading services by providing proprietary market data to its customers through its market data business. BGCantor Market Data is the exclusive source of real-time proprietary pricing and other data derived through BGC Partners and eSpeed for U.S. and European securities and derivatives. Current products include real-time data in live markets for U.S. Treasuries, European government bonds, eurobonds and U.S. dollar interest rate swaps. Potential new products could include data on interest rate, credit and emerging market derivatives, as well as on spot foreign exchange and emerging market bonds. BGC Partners' market data services are available across a broad array of distribution channels, including Bloomberg, CQG, Reuters and Thomson ILX.

BGC Partners provides brokerage services to its customers primarily in the form of agency or, to a lesser extent, matched principal transactions. In agency transactions, BGC Partners connects buyers and sellers and assists in the negotiation of the price and other material terms of the transaction. In matched principal transactions, BGC Partners acts as a middleman by serving as counterparty for identified buyers and sellers in matching, in whole or in part, reciprocal back-to-back trades. In addition, to a limited extent, BGC Partners participates in certain of its marketplaces by posting quotations for its own account and by acting as principal on trades to facilitate transactions, add liquidity, increase revenue opportunities and attract additional order flow. While BGC Partners' principal participation may vary from product to product and over any given period of time, in the aggregate the unmatched principal participation by BGC Partners and its affiliates does not, generally speaking, exceed 10% of its total volume or transaction counts on an annual basis. It is BGC Partners' common practice to have limited market risk on an overnight basis.

**BGC Partners Industry**

In liquid financial markets, the presence of large numbers of market participants and facilitators of liquidity and the availability of pricing reference data and standardized terms allow market participants to trade financial instruments quickly and with minimal price disturbance. In these markets, there is substantial competition, efficient execution and high trading volume. Typically the most liquid markets are found on listed exchanges. One of the primary liquidity providers for listed exchanges and OTC markets is the inter-dealer broker, who acts as an intermediary between major market participants to facilitate transactions that might normally prove too difficult for local market makers or brokers to handle.

To the extent the trading of a financial instrument requires customization, the relevant market tends to be more illiquid. Illiquid markets generally have fewer market participants, less price transparency, higher spreads and lower trading volumes. Complex financial instruments that are traded OTC tend to be illiquid and are traded primarily by more sophisticated buyers and sellers. Inter-dealer brokers facilitate trading in less liquid markets through providing price discovery, preserving anonymity in matched principal trades, matching buyers and sellers on a name give-up basis in agency transactions and providing market intelligence to their customers.

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Name give-up transactions refer to those transactions where BGC Partners acts as an agent and the identity of the two counterparties is disclosed once the trade is completed as opposed to matched principal trades where anonymity is preserved. In both agency and matched principal transactions, customers decide to execute a trade and inter-dealer brokers effectively source the counterparties for those trades. Inter-dealer brokers are particularly helpful in facilitating large or non-standardized transactions due to their in-depth market knowledge and access to potential counterparties.

An illiquid market for a financial instrument may evolve over a period of time into a more liquid one, creating new market opportunities for all participants; however, the evolution of a relatively illiquid market for a financial instrument to a more liquid market is not necessarily inevitable. If a market for a particular financial instrument develops and matures, more buyers and sellers may enter the market, resulting in more transactions (greater liquidity) and increased pricing information. As the market for an illiquid financial instrument evolves into a more liquid market, the characteristics of trading, the preferred mode of execution and the size of commissions that market participants pay and, more specifically, inter-dealer brokers charge, may change. In some instances, pure voice execution may be replaced by hybrid execution services. Hybrid models satisfy customer preferences to trade on a voice, screen-assisted, voice-assisted or, where available, fully electronic basis.

While some products may evolve from illiquid markets to liquid markets, at the same time, new products are continually being developed. Historically, as markets evolve and participants look to separate or isolate risks, certain products will tend to exhibit correlations and pricing relationships leading to the development of new derivative products.

Wholesale market participants and institutions, such as major banks, investment banks and broker-dealer firms, continue to look to marketplace firms that are able to meet the bulk of their trading needs in a broad range of products. These wholesale market participants continue to display a willingness to pay substantial brokerage commission revenues to inter-dealer brokers who are able to provide timely and valuable pricing information, strong execution capabilities and the liquidity necessary for such market participants to execute their desired transactions.

According to the Bank for International Settlements, the underlying OTC and exchange-traded derivative markets traditionally served by inter-dealer brokers have experienced CAGR of approximately 30% and 24%, respectively, based on notional amounts outstanding from 2001 through 2006. With the positive impact of increasing volatility in the financial markets as well as the continuing high levels of innovation and product development occurring in the wholesale financial markets today, we believe that this growth will continue into the foreseeable future.

Derivatives are increasingly being used to manage risk or to take advantage of the anticipated direction of a market by allowing holders to guard against gains or declines in the price of underlying assets without having to buy or sell the underlying assets. Derivatives are often used to mitigate the risks associated with interest rate movements, equity ownership, changes in the value of foreign currency, credit defaults by large corporate and sovereign debtors and changes in the prices of commodity products. Increasing securities regulations and demand from financial institutions, financial services intermediaries and large corporations have increased volumes in the wholesale derivatives market, thereby increasing the business opportunity for inter-dealer brokers. As demonstrated by the figure below, the market for OTC instruments has continued to experience substantial growth for a wide array of financial products.

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Source: The Bank for International Settlements, except (1) source: International Swaps and Derivatives Association.

Over the last five years, all of the above markets have experienced significant growth, with seven out of ten experiencing compound annual growth in excess of 20%. BGC Partners believes that much of this growth has been, and will continue to be, driven by the following trends:

increasing volatility in commodity, currency, interest rate, equity and credit markets has led to continued demand for hedging and risk mitigation by market participants, which, in turn, has led to growth in commodity, equity, interest rate and credit derivatives and currency options markets;

increasing allocation of capital for trading and position-taking by banks and hedge funds and the search for yield among global investors has led to strong growth in structured credit and equity products, thereby creating and reinforcing the need for efficient execution;

with yields at historical lows, many industrialized countries, including the United States, France, Germany and Italy, have increased their issuance of sovereign debt, taking advantage of low interest rates to help finance growing budget deficits;

record merger and acquisitions activity in 2006 and in the first half of 2007 led to an increased issuance in the corporate bond and leveraged loan markets, thereby increasing the demand for hedging instruments such as credit derivatives and interest rate options;

strong global stock market performance has led to rapid growth in equity derivatives driven by institutional demand for hedging instruments;

strong gross domestic product growth in key emerging market countries, such as China and India, has led to increased demand for basic commodities such as copper, platinum, crude oil, gas and natural gas, which has led to higher demand for hedging instruments such as energy and commodity futures and derivatives; and

the continued liberalization of emerging markets and the growth of local currency and fixed income markets have led to increased global demand for currency and fixed income hedging instruments as global trade continues to expand.

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For all of these markets, full-service inter-dealer brokers provide market intelligence, operational expertise and liquidity to help propel growth.

**BGC Partners Product Offerings**

BGC Partners provides brokerage services in a wide range of markets, including government bonds, corporate bonds, supranational and sovereign bonds, high yield bonds, convertible bonds, floating rate notes, emerging market bonds, asset-backed securities, mortgage-backed securities, foreign exchange (outright, forwards, swaps), foreign exchange options, repurchase agreements, money market products, credit default swaps, interest rate swaps, asset swaps, basis swaps, inflation swaps, interest rate options, bond options, exchange-traded financial futures and equity derivatives.

BGC Partners already has hybrid capabilities in, and has developed the potential for fully electronic execution for, the following products: government bonds, corporate bonds, supranational and sovereign bonds, high yield bonds, floating rate notes, emerging market bonds, asset-backed securities, mortgage backed securities, foreign exchange (outright, forwards, swaps), foreign exchange options, repurchase agreements, credit default swaps, interest rate swaps and exchange-traded financial futures.

As part of BGC Partners' brokerage services, it provides execution, clearing, settlement and other back office services for U.S. government securities. Execution, clearing, settlement and other back office services for financial futures and all Depository Trust Company eligible products, including equities, CDs, corporate bonds, municipal securities and mortgage backed securities, are cleared by Cantor through a clearing arrangement between Cantor and BGC Partners.

BGC Partners also provides its proprietary market data to its customers. BGCantor Market Data is the exclusive source of real-time proprietary pricing and other data derived through BGC Partners and eSpeed for U.S. and European securities and derivatives.

The following table identifies the key securities and financial products which BGC Partners brokers:

<b>Products</b>	<b>Description</b>
Agency Bonds	Securities issued or pooled, serviced and, sometimes, guaranteed by government agencies or quasi-governmental agencies to finance their activities ( <i>e.g.</i> , credit support of home mortgages). Examples of such agencies include the Government National Mortgage Association, the Federal National Mortgage Association and Freddie Mac.
Asset-Backed	Securities that represent either an ownership claim in a pool of securities or an obligation that is secured by a pool of securities where these securities are collateralized by hard assets such as automobile loans or credit card receivables.
Asset Swaps	An exchange of two assets. Asset swaps are done most often in order to achieve a more favorable payment stream and typically involve debt obligations.
Basis Swaps	An exchange of cash flows based on the difference between the cash price and the futures price of a given commodity.
Convertible Bonds	Debt obligations that can be converted into shares of stock in the issuing company, usually at some pre-announced ratio.
Corporate Bonds	Debt obligations issued by private corporations (includes high yield bonds and convertible bonds).

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**Products**

Credit Derivatives

**Description**

Contractual agreements entered into between two counterparties under which each agrees that one party will make payment to another party if the underlying security or bond defaults for an agreed upon period based on a notional amount of principal.

Emerging Market Bonds

Securities issued by governme