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 (Amendment No.)

Filed by the Registrant ☒ Filed by a Party other than the Registrant ☐

Check the appropriate box:

☐ Preliminary Proxy Statement

☐ **Confidential, For Use Of The Commission Only (As Permitted By Rule 14a-6(e)(2))**

☒ Definitive Proxy Statement

☐ Definitive Additional Materials

☐ Soliciting Material Pursuant to (S) 240.14a-11(c) or (S) 240.14a-12

BGC Partners, Inc.

(Name of Registrant as Specified In Its Charter)

(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)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(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):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

☐ 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:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

April 30, 2018

Dear Stockholder:

You are cordially invited to attend our 2018 Annual Meeting of Stockholders, which will be held at BGC Partners, Inc., 499 Park Avenue (between 58th and 59th Streets), 3rd. Floor, New York, NY 10022, on Wednesday, June 20, 2018, commencing at 10:00 a.m. (local time).

This year, we are once again taking advantage of the Securities and Exchange Commission rule that allows companies to provide their stockholders with access to proxy materials over the Internet. On or about April 30, 2018, we will begin mailing a Notice of Internet Availability of Proxy Materials to our stockholders informing them that our Proxy Statement, Annual Report for the fiscal year ended December 31, 2017 and voting instructions are available online. As more fully described in that Notice, all stockholders may choose to access our proxy materials on the Internet or may request to receive paper copies of the proxy materials. This allows us to conserve natural resources and reduces the costs of printing and distributing the proxy materials, while providing our stockholders with access to the proxy materials in a fast and efficient manner.

At the Annual Meeting, you will be asked to consider and vote upon (i) the election of five directors and (ii) such other business as may properly come before the Annual Meeting and any adjournment or postponement thereof.

Whether or not you are able to attend the Annual Meeting in person, it is important that your shares be represented. Please vote your shares using the Internet or the designated toll-free telephone number, or by requesting a printed copy of the proxy materials and completing and returning by mail the proxy or voting instruction card you will receive in response to your request. Please refer to the section entitled "Voting via the Internet, by Telephone, or by Mail" on page 1 of the Proxy Statement for a description of these voting methods.

Sincerely,

Howard W. Lutnick
Chairman of the Board of Directors

BGC Partners, Inc.

499 Park Avenue
New York, New York 10022

Notice of 2018 Annual Meeting of Stockholders

NOTICE IS HEREBY GIVEN that our 2018 Annual Meeting of Stockholders will be held at BGC Partners, Inc., 499 Park Avenue (located between 58th and 59th Streets), 3rd Floor, New York, NY 10022, on Wednesday, June 20, 2018, commencing at 10:00 a.m. (local time), for the following purposes:

(1) To elect five (5) directors to hold office until the next Annual Meeting and until their successors are duly elected and qualified; and

(2) To transact such other business as may properly come before the Annual Meeting and any adjournment or postponement thereof.

Only holders of record of our Class A common stock or our Class B common stock at the close of business on April 24, 2018 are entitled to notice of and to vote at the Annual Meeting and any adjournment or postponement thereof. If you plan to attend the Annual Meeting, please follow the instructions under "Attending the Meeting" beginning on page 2 of the accompanying Proxy Statement.

By Order of the Board of Directors,

STEPHEN M. MERKEL
Secretary

April 30, 2018

YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING IN PERSON, PLEASE VOTE AS PROMPTLY AS POSSIBLE USING THE INTERNET OR THE DESIGNATED TOLL-FREE TELEPHONE NUMBER OR BY REQUESTING A PAPER OR E-MAIL COPY OF THE PROXY MATERIALS AND COMPLETING AND RETURNING BY MAIL THE PROXY OR VOTING INSTRUCTION CARD YOU WILL RECEIVE IN RESPONSE TO YOUR REQUEST.

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BGC Partners, Inc.

499 Park Avenue
New York, New York 10022

PROXY STATEMENT

This Proxy Statement is being furnished in connection with the solicitation of proxies by and on behalf of our Board of Directors for use at the 2018 Annual Meeting of Stockholders (the "Annual Meeting") of BGC Partners, Inc. (the "Company," "BGC Partners," "BGC," "we," "us," or "our") to be held on June 20, 2018, and at any adjournment or postponement thereof, for the purposes set forth in the accompanying Notice of 2018 Annual Meeting of Stockholders. Our Annual Report for the fiscal year ended December 31, 2017 (the "2017 Annual Report") accompanies this Proxy Statement. The Notice of Internet Availability of Proxy Materials is expected to be mailed to stockholders on or about April 30, 2018.

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE ANNUAL MEETING OF STOCKHOLDERS TO BE HELD ON JUNE 20, 2018:

On or about April 30, 2018, we will begin mailing a notice, called the Notice of Internet Availability of Proxy Materials, to our stockholders advising them that this Proxy Statement, the 2017 Annual Report and voting instructions can be accessed over the Internet at *www.proxyvote.com*. You may then access these materials over the Internet, or you may request that a printed copy of the proxy materials be sent to you. If you want to receive a paper or e-mail copy of these proxy materials, you must request one over the Internet at *www.proxyvote.com*, by calling toll free 1-800-579-1639, or by sending an e-mail to *sendmaterial@proxyvote.com*. There is no charge to you for requesting a copy. Please make your request for a copy on or before May 31, 2018 to facilitate timely delivery. If you previously elected to receive our proxy materials electronically, these materials will continue to be sent via e-mail unless you change your election.

INFORMATION ABOUT VOTING

Who Can Vote

The close of business on April 24, 2018 has been fixed as the record date (the "Record Date") for the determination of the stockholders entitled to notice of and to vote at the Annual Meeting and any adjournment or postponement thereof. Only holders of record as of that date of shares of our Class A common stock, $0.01 par value per share (the "Class A common stock"), or of our Class B common stock, $0.01 par value per share (the "Class B common stock"), are entitled to notice of and to vote at the Annual Meeting. Our Class A common stock and our Class B common stock will vote together as a single class on all matters to come before the Annual Meeting and are sometimes collectively referred to herein as our "Common Equity."

Each share of our Class A common stock entitles the holder thereof to one vote per share on each matter presented to stockholders for approval at the Annual Meeting. Each share of our Class B common stock entitles the holder thereof to 10 votes per share on each matter presented to stockholders for approval at the Annual Meeting. The collective voting power represented by the shares of our Class A common stock and our Class B common stock issued and outstanding on the Record Date is referred to as the "Total Voting Power." On the Record Date, there were 281,933,042 shares of our Class A common stock and 34,848,107 shares of our Class B common stock, for a total of 316,781,149 shares of our Common Equity, outstanding and entitled to vote.

Voting via the Internet, by Telephone, or by Mail

Stockholders of Record

If your shares are registered directly in your name with the Company's transfer agent, American Stock Transfer & Trust Company, LLC, you are considered the "stockholder of record" of those shares and the Notice of Internet Availability of Proxy Materials is being sent directly to you by the Company. If you are a stockholder of record, you can vote your shares in one of two ways: either by proxy or in person at the Annual Meeting. If you choose to vote by proxy, you may do so by using the Internet (please visit *www.proxyvote.com* and follow the instructions), or by calling the designated toll-free number, 1-800-690-6903, or by requesting a printed copy of our proxy materials and completing and returning by mail the proxy card you will receive in response to your request. Whichever method you use, each valid proxy received in time will be voted at the Annual Meeting in accordance with your instructions.

Beneficial Owners of Shares Held in Street Name

If your shares are held in a stock brokerage account or by a bank or other nominee, you are considered the "beneficial owner" of shares held in street name, and the Notice is being forwarded to you by your broker, bank or nominee, who is considered the stockholder of record of those shares. As a beneficial owner, you have the right to direct your broker, bank or nominee on how to vote the shares held in your account. However, since you are not a stockholder of record, you may not vote these shares in person at the Annual Meeting unless you bring with you a legal proxy from the stockholder of record. A legal proxy may be obtained from your broker, bank or nominee. If you do not wish to vote in person or you will not be attending the Annual Meeting, you may vote using the Internet. Please visit *www.proxyvote.com* and follow the instructions, or, if you request printed proxy materials, you will receive voting instructions from your broker, bank or nominee describing the available processes for voting your stock.

Revocation of Proxies

A stockholder's voting on the Internet or by telephone or by completing and returning a proxy or voting instruction card will not affect such stockholder's right to attend the Annual Meeting and to vote in person. Any stockholder who votes on the Internet or by telephone or submits an executed proxy or voting instruction card has a right to revoke the proxy at any time before it is voted by taking any of the following actions:

- advising Stephen M. Merkel, our Secretary, in writing of such revocation;
- changing the stockholder's vote on the Internet or by telephone;
- executing a later-dated proxy which is presented to us at or prior to the Annual Meeting; or
- appearing at the Annual Meeting and voting in person.

Attendance at the Annual Meeting will not in and of itself constitute revocation of a proxy.

Quorum

The required quorum for the transaction of business at the Annual Meeting is a majority of the Total Voting Power, which shares must be present in person or represented by proxy at the Annual Meeting.

Broker Non-Votes

If you are a beneficial owner whose shares are held by a broker, bank or other nominee, you must instruct the broker, bank or nominee how to vote your shares. If you do not provide voting instructions, your shares will not be voted on proposals on which brokers do not have discretionary authority. This is called a "broker non-vote."

Required Vote

With respect to Proposal 1, directors are elected by a plurality of the votes cast. Withheld votes will have no effect on the vote on Proposal 1. Broker non-votes will have no effect on the vote on Proposal 1.

Attending the Meeting

You are entitled to attend the Annual Meeting only if you were a BGC Partners stockholder of record or a beneficial owner of shares of our Class A common stock or our Class B common stock as of the close of business on the Record Date, April 24, 2018, or you hold a valid proxy for the Annual Meeting. To gain admittance to the Annual Meeting, each eligible attendee must present a valid government issued photo identification (driver's license or passport), plus one of the following: (i) proof of stock ownership by way of a proxy card or a copy thereof; or (ii) for those who were not stockholders of record but were beneficial owners on the Record Date, such attendee's most recent account statement reflecting stock ownership prior to April 24, 2018, or a copy of the voting instruction card provided by such stockholder's broker, bank, trustee or other nominee.

Information on how to obtain directions to attend the Annual Meeting is available at: *www.bgcpartners.com/contact-us/new-york/?printDirections=y*.

Voting Procedures for Deferral Plan Participants

Pursuant to the trust agreement governing our BGC Partners, Inc. Deferral Plan for Employees of Cantor Fitzgerald, L.P. and its Affiliates (the "Deferral Plan"), the trustee of our Deferral Plan will not, except as otherwise required by law, vote shares of our Class A common stock held in the trust as to which the trustee has not received voting instructions from Deferral Plan participants.

Other Information

Unless specified otherwise, the proxies will be voted FOR the election of all the nominees to serve as our directors. In the discretion of the proxy holders, the proxies will also be voted for or against such other matters as may properly come before the Annual Meeting. Management is not aware of any other matters to be presented for action at the Annual Meeting.

Our principal executive offices are located at 499 Park Avenue, New York, NY 10022, and our telephone number is (212) 610-2200.

This Proxy Statement is accompanied by the 2017 Annual Report, which includes the Company's Form 10-K for the year ended December 31, 2017 that we have previously filed with the Securities and Exchange Commission (the "SEC") and that includes our audited financial statements. We file reports, proxy statements and other information with the SEC that can be accessed through the SEC's website *(www.sec.gov*) or can be reviewed and copied at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the Public Reference Room. In addition, our website at *www.bgcpartners.com* provides ongoing information about the Company, including documents filed by us with the SEC. To obtain documents from us, please direct requests in writing or by telephone to BGC Partners, Inc., 499 Park Avenue, 3rd Floor, New York, NY 10022, Phone: (212) 610-2200, Attention: Secretary. We will send you the requested documents without charge; however, a reasonable fee will be charged for exhibits that you request.

PROPOSAL 1—ELECTION OF DIRECTORS

Our Board of Directors is currently composed of five members. Our Board, upon recommendation of our independent directors, has nominated five persons for election as directors at the Annual Meeting. All of the nominees are currently members of our Board. Information with respect to the five nominees for election as directors is set forth below. All of the nominees are to be elected at the Annual Meeting and to serve until their successors are duly elected and qualified. All of the nominees listed below are expected to serve as directors if they are elected. If any nominee should decline or be unable to accept such nomination or to serve as a director (an event which our Board does not now expect), our Board reserves the right to nominate another person or to vote to reduce the size of our Board. In the event another person is nominated, the proxy holders intend to vote the shares to which the proxy relates for the election of the person nominated by our Board. There is no cumulative voting for directors.

Information about Directors

Name	Age	Director Since	Biographies
Howard W. Lutnick	56	1999	Mr. Lutnick is the Chairman of our Board of Directors and our Chief Executive Officer, positions in which he has served from June 1999 to the present. Mr. Lutnick joined Cantor Fitzgerald, L.P. ("Cantor") in 1983 and has served as Chief Executive Officer of Cantor since 1992 and as Chairman since 1996. Mr. Lutnick also served as President of Cantor from 1991 until 2017. Mr. Lutnick has been Chairman of Newmark Group, Inc. ("Newmark") since 2016. Mr. Lutnick also holds offices at and provides services to various other affiliates of Cantor and provides services to our operating partnerships and subsidiaries, including BGC Partners, L.P. ("BGC U.S. OpCo"), BGC Global Holdings, L.P. ("BGC Global OpCo"), and Newmark Partners, L.P. ("Newmark OpCo"). In addition, Mr. Lutnick's company, CF Group Management, Inc., is the managing general partner of Cantor. Mr. Lutnick is a member of the Board of Directors of the Fisher Center for Alzheimer's Research Foundation at Rockefeller University, the Board of Directors of the Horace Mann School, the Board of Directors of the National September 11 Memorial & Museum, and the Board of Directors of the Partnership for New York City. Since February 2017, Mr. Lutnick has served as Chairman of the Board and Chief Executive Officer of Rodin Global Property Trust, Inc., a newly organized corporation primarily focused on acquiring and managing single-tenant net leased commercial properties located in the United States, United Kingdom and other European countries. Mr. Lutnick served as Chairman of the Board of Directors of GFI Group Inc. ("GFI") from February 26, 2015 through the closing of our back-end merger with GFI in January 2016.

Name	Age	Director Since	Biographies
Stephen T. Curwood	70	2009	Mr. Curwood has been a director of our Company since December 2009. Mr. Curwood has been President of the World Media Foundation, Inc., a non-profit media production company, since 1992 and Senior Managing Director of SENCAP LLC, a New York and New Hampshire-based investment group, since 2005. Mr. Curwood was a Principal in Mamawood (Pty) Ltd, a media holding company based in Johannesburg with investments in South Africa from 2005 to 2017. Mr. Curwood was a member of the Board of Managers of Haverford College from 2001 to 2012, and served on the Investment Committee and as a chair of the Committee on Social Investment Responsibility. He has been a member of the Haverford College Corporation since 2000, a trustee of the Woods Hole Research Center since 1996, and a trustee of the Dover Friends Meeting (Quaker), Dover, New Hampshire since 2012. From 1996 to present Mr. Curwood has been faculty associate of the Harvard University Center for the Environment and has lectured in Environmental Science and Public Policy. From 2017 to present, he has been a Professor of Practice for the University of Massachusetts at Boston School for the Environment. Mr. Curwood was a trustee of Pax World Funds, a $2.5 billion group of investment funds focused on sustainable and socially responsible investments based in Portsmouth, New Hampshire, from 2007 until 2009.
William J. Moran	76	2013	Mr. Moran has been a director of our Company since June 2013. Mr. Moran retired from JPMorgan Chase & Co. in June 2005, after serving as its Executive Vice President since 1997 and General Auditor since 1992. He served as a director of eSpeed, Inc., the Company's predecessor, from December 1999 to November 2005. Mr. Moran served as a member of the Board of Directors and as the Chairman of the Audit Committee of GFI from February 26, 2015 through the closing of our back-end merger with GFI in January 2016. Mr. Moran also served as a director of Sovereign Bancorp, Inc. from 2006 until it was acquired by Banco Santander, S.A. in 2009. He also serves on the Advisory Board of the School of Management of Marist College and previously served on the Board of Directors of The College of Technology. He also previously served as a director of Lighthouse International. He is a member of the American Institute of Certified Public Accountants and the New York Society of Certified Public Accountants, and was a member of the Bank Administration Institute and the Institute of Internal Auditors.
Linda A. Bell	59	2013	Dr. Bell has been a director of our Company since July 2013. Dr. Bell has served as the Provost and Dean of the Faculty at Barnard College, Columbia University since 2012, where she is also a Professor of Economics. Prior to joining Barnard, Dr. Bell was the Provost and John B. Hurford Professor of Economics at Haverford College from 2007 and 2012 and a member of the faculty since 1992. Prior to her tenure at Haverford, Dr. Bell held visiting faculty appointments at Stanford University, the University of California, San Diego, the John F. Kennedy School of Government at Harvard University, and the Woodrow Wilson School of Public Administration at Princeton University, and has taught at the Leonard N. Stern School of Business at New York University. Dr. Bell has also served as a research fellow at the Institute for the Study of Labor (IZA) in Bonn, Germany since 2003, and as a senior consultant for the labor practice group of the National Economic Research Associates since 2006. Dr. Bell holds a Ph.D. in Economics from Harvard University.
David Richards	65	2017	Mr. Richards has been a director of our Company since December 2017. Mr. Richards is the Chairman of Prodrive Holdings Ltd., a British motorsport and advanced engineering group, a position in which he has served since the firm's founding in 1984. He previously served as Chairman of Aston Martin Lagonda Ltd., a British manufacturer of luxury sports cars, from 2007 until 2013, and as a non-executive director of BGC European GP Limited from May 2009 until June 2017. Mr. Richards currently serves in the role of Chairman of the UK governing body of the Motor Sports Association. In the 2005 Queen's New Year's Honours, Mr. Richards was made a Commander of the British Empire, CBE, for his services to motorsport. He holds honorary doctorates and fellowships from the Universities of Wales, Coventry, Warwick and Cranfield.

VOTE REQUIRED FOR APPROVAL

The five nominees receiving a plurality of the votes cast either in person or represented by proxy at the Annual Meeting and entitled to vote on the election of directors will be elected as directors. Withheld votes and broker non-votes will have no effect on the election of directors.

RECOMMENDATION OF OUR BOARD OF DIRECTORS

OUR BOARD OF DIRECTORS RECOMMENDS THAT ALL STOCKHOLDERS VOTE "FOR" THE ELECTION OF EACH OF THE FIVE NOMINEES FOR DIRECTOR.

Independence of Directors

Our Board of Directors has determined that each of Dr. Bell and Messrs. Curwood, Moran and Richards qualifies as an "independent director" in accordance with the published listing requirements of the Nasdaq Stock Market, Inc. ("Nasdaq"). 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, our Board has made a subjective determination with respect to each independent director that no relationships exist which, in the opinion of our Board, 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 has 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, including participation on any boards of other organizations in which other members of our Board are members. In making the determination that Mr. Richards is independent, the Board took into consideration an immaterial contract between a company controlled by Mr. Richards and Mr. Lynn's adult son.

Meetings and Committees of Our Board of Directors

Our Board of Directors held 16 meetings during the year ended December 31, 2017. In addition to meetings, our Board and its committees reviewed and acted upon matters by unanimous written consent from time to time.

Our Board of Directors has an Audit Committee. The members of the Committee are currently Dr. Bell and Messrs. Curwood, Moran and Richards, all of whom qualify as independent in accordance with the published listing requirements of Nasdaq. The members of the Committee also each qualify as "independent" under special standards established by the SEC for members of audit committees, and the Committee includes at least two members who are determined by our Board to also meet the qualifications of an audit committee financial expert in accordance with the SEC rules. Each of Messrs. Moran and Richards is an independent director who has been determined to be an audit committee financial expert. The Committee operates pursuant to an Audit Committee Charter, which is available at *www.bgcpartners.com/disclaimers/* under the heading "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Charter of the Audit Committee of the Board of Directors" or upon written request from BGC free of charge.

The Audit Committee selects our independent registered public accounting firm (our "Auditors"), consults with our Auditors and with management with regard to the adequacy of our financial reporting, internal control over financial reporting and the audit process and considers any permitted non-audit services to be performed by our Auditors. The Committee also approves all related party transactions, oversees the management of our enterprise risk management program, oversees compliance with our Code of Business Conduct and Ethics, and administers our whistleblower policy, including the establishment of procedures with respect to the receipt, retention and treatment of complaints received by us regarding accounting, internal controls and auditing matters, and the anonymous submission by employees of complaints involving questionable accounting or auditing matters. The Committee held 17 meetings during the year ended December 31, 2017.

During 2017, the Audit Committee engaged Ernst & Young LLP ("Ernst & Young") to be our Auditors for the year ending December 31, 2017. Ernst & Young was also approved to perform reviews of each of our quarterly financial reports for the year ending December 31, 2017, and certain other audit-related services such as accounting consultations. Pursuant to our Audit Committee Charter, the Committee will pre-approve audit services, internal control-related services and permitted non-audit services (including the fees and other terms thereof) to be performed for us by Ernst & Young, as set forth in the Audit Committee Charter.

Our Board of Directors also has a Compensation Committee. The members of the Committee are currently Dr. Bell and Messrs. Curwood and Moran, all of whom are independent directors. The Committee is responsible for reviewing and approving all compensation arrangements for our executive officers and for administering the BGC Holdings, L.P. ("BGC Holdings") Participation Plan (the "Participation Plan"), our Seventh Amended and Restated BGC Partners, Inc. Long Term Incentive Plan (the "Equity Plan")

and our Second Amended and Restated BGC Partners, Inc. Incentive Bonus Compensation Plan (the "Incentive Plan" and together with the Participation Plan and the Equity Plan, the "BGC Compensation Plans"). The Committee operates pursuant to a Compensation Committee Charter, which is available at *www.bgcpartners.com/disclaimers/* under the heading "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Charter of the Compensation Committee of the Board of Directors" or upon written request from BGC free of charge. The Committee held eight meetings during the year ended December 31, 2017.

During 2017, no director attended fewer than 75% of the total number of meetings of the Board of Directors and the committees of which he or she 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 recommended for selection by a majority of the independent directors as defined by the published listing requirements of Nasdaq. The Board believes that such participation of all directors is appropriate given the size of the Board and the level of participation of all of our independent directors in the nomination process. The Board 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 Board will not consider other candidates when a qualified incumbent consents to stand for re-election. A stockholder wishing to submit a recommendation for a director candidate should follow the instructions set forth in this Proxy Statement under the section below entitled "Communications with Our Board of Directors."

Our Board of Directors considers the following minimum criteria when reviewing a director nominee: director candidates must (1) have the highest character and integrity, (2) 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) possess substantial and significant experience which would be of particular importance in the performance of the duties of a director, (4) have sufficient time available to devote to our affairs in order to carry out the responsibilities of a director, and (5) have the capacity and desire to represent the best interests of our stockholders. In addition, the Board considers as one factor among many the diversity of Board candidates, which may include diversity of skills and experience as well as geographic, gender, age, and ethnic diversity. The Board does not, however, have a formal policy with regard to the consideration of diversity in identifying Board candidates. The Board screens candidates, does reference checks and conducts interviews, as appropriate. The Board does not evaluate nominees for director any differently because the nominee is or is not recommended by a stockholder.

With respect to qualifications of the members of the Board of Directors, the Board generally values the broad business experience and independent business judgment in the financial services or in other fields of each member. Specifically, Mr. Curwood is qualified based on his experience in the global business world and his media experience. Mr. Lutnick formerly served on the Board of Managers of Haverford College with Mr. Curwood. Mr. Moran is qualified as a result of his experience in the financial services industry, his general business experience, and his status an audit committee financial expert. Dr. Bell is qualified based on her experience as a university academic manager, as an academic researcher and professor in economics, and as a former director of a fully electronic exchange. Mr. Richards is qualified based on his global business experience and his status as an audit committee financial expert.

The Board of Directors has determined that in light of Mr. Lutnick's control of the vote of our Company through his control of Cantor, having a separate Chairman of the Board and CEO is not efficient or appropriate for our Company. Additionally, the Board does not have a lead independent director for the same reasons.

We believe that the Company and its stockholders are best served by having Mr. Lutnick, our Chief Executive Officer, serve as Chairman of the Board of Directors. Mr. Lutnick's combined role as Chairman of the Board and Chief Executive Officer promotes unified leadership and direction for the Board and executive management, and it allows for a single, clear focus for the chain of command to execute our strategic initiatives and business plans. Our strong and independent Board effectively oversees our management and provides vigorous oversight of our business and affairs and any proposed related party transactions. The Board is composed of independent, active and effective directors. Four of our current five directors meet the independence requirements of Nasdaq, the SEC and the Board's standards for determining director independence. Mr. Lutnick is the only member of executive management who is also a director. Requiring that the Chairman of the Board be an independent director is not necessary to ensure that our Board provides independent and effective oversight of our business and affairs. Such oversight is maintained at the Company through the composition of our Board, the strong leadership of our independent directors and Board committees, and our highly effective corporate governance structures and processes.

Executive Sessions

In order to comply with Nasdaq rules, the Board of Directors has resolved that it will continue to schedule and/or provide opportunities during at least two meetings a year in which the independent directors will meet without the presence of Mr. Lutnick.

Annual Meetings

The Board of Directors has not adopted any specific policy with respect to the attendance of directors at Annual Meetings of Stockholders of the Company. At the 2017 Annual Meeting of Stockholders, held on June 6, 2017, all of the Company's directors were in attendance.

Communications with Our Board of Directors

Stockholders may contact any member of our Board of Directors, including to recommend a candidate for director, by addressing their correspondence to the director, c/o BGC Partners, Inc., 499 Park Avenue, New York, NY 10022, Attention: Secretary. Our Secretary will forward all such correspondence to the named director. If you wish to submit any proposal to be considered at a meeting of stockholders, please follow the instructions set forth in the section below entitled "Stockholder Proposals."

The Board's Role in Risk Oversight

Risk is an integral part of Board of Directors and committee deliberations throughout the year. The Audit Committee oversees the management of our enterprise risk management program, and it annually reviews an assessment prepared by management of the critical risks facing us, their relative magnitude and management's actions to mitigate these risks.

The Company's management implemented an enterprise risk management program to enhance our existing processes through an integrated effort to identify, evaluate and manage risks that may affect our ability to execute our corporate strategy and fulfill our business objectives. The activities of the enterprise risk management program entail the identification, prioritization and assessment of a broad range of risks (e.g., strategic, operational, financial, cybersecurity, legal/regulatory, reputational and market) and the formulation of plans to mitigate their effects.

Our Board of Directors generally discusses cybersecurity and information security risks annually with the Chief Information Officer and the Chief Information Security Officer.

Similarly, in designing and implementing our executive compensation program, the Compensation Committee takes into consideration our operating and financial objectives, including our risk profile, and considers executive compensation decisions based in part on incentivizing our executive officers to take appropriate business risk consistent with our overall goals and risk tolerance.

Non-executive brokers, managers and other professionals in both of our business segments are generally compensated based upon production or commissions, which may involve our committing to certain transactions. These transactions may expose the Company to risks by individual employees, who are motivated to increase production. While we have in place management oversight and risk management policies, there is an inevitable conflict of interest between our compensation structure and certain trading, transactional, or similar risks on a portion of our businesses.

EXECUTIVE OFFICERS

Our executive officers are appointed annually by our Board of Directors and serve at the discretion of our Board. In addition to Mr. Lutnick, our Chief Executive Officer, who also serves as a member of the Board, our executive officers, their respective ages and positions and certain other information with respect to each of them are as follows:

Shaun D. Lynn, 55, has been our President since April 2008. Mr. Lynn also provides services to our operating partnerships and subsidiaries. Previously, Mr. Lynn had been President of BGC Partners, L.P. since 2004 and served as Executive Managing Director of Cantor from 2002 to 2004. Mr. Lynn also served as Senior Managing Director of European Government Bonds and Managing Director of Fixed Income from 1999 to 2002. From 1989 to 1999, Mr. Lynn held various business management positions at 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. Mr. Lynn served as a member of the Board of Directors of GFI from February 26, 2015 through the closing of our back-end merger with GFI in January 2016.

Stephen M. Merkel, 59, has been our Executive Vice President, General Counsel and Secretary since September 2001 and was our Senior Vice President, General Counsel and Secretary from June 1999 to September 2001. Mr. Merkel served as a director of our Company 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 also holds offices at and provides services to various other affiliates of Cantor and provides services to our operating partnerships and subsidiaries, including BGC U.S. OpCo, BGC Global OpCo, and Newmark OpCo. 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 an associate with the law firm of Paul, Weiss, Rifkind, Wharton & Garrison. Mr. Merkel is a founding board member of the Wholesale Markets Brokers' Association, Americas. Mr. Merkel served as a member of the Board of Directors of GFI from February 26, 2015 through the closing of our back-end merger with GFI in January 2016.

Sean A. Windeatt, 44, has been our Chief Operating Officer since January 2009. Mr. Windeatt has been Executive Managing Director and Vice President of BGC Partners since 2007 and served as a Director of Cantor Fitzgerald International from 2004 to 2007. Mr. Windeatt also provides services to our operating partnerships and subsidiaries. Mr. Windeatt also served as a Business Manager and member of the finance department of Cantor Fitzgerald International from 1997 to 2003.

Steven R. McMurray, 44, has been our Chief Financial Officer since April 4, 2016. Mr. McMurray also provides services to our operating partnerships and subsidiaries. From 2007 to 2016, Mr. McMurray held various positions in Amlin plc, a U.K. insurance company, most recently serving as Director of Finance from 2011 to 2016. Prior to that time, from 2003 to 2007, he was employed by the Bank of England as Chief Financial Accountant. He also served as a Senior Manager in Banking and Capital Markets at PricewaterhouseCoopers in public accounting. Mr. McMurray is a Chartered Accountant.

EXECUTIVE COMPENSATION

Introduction

Restructuring and IPO of Newmark and Effect on BGC's Compensation

On December 19, 2017, our subsidiary Newmark Group, Inc. ("Newmark"), completed its initial public offering (the "IPO"). Through the following series of transactions prior to and following the completion of the separation (as defined below) and the IPO, Newmark became a separate publicly traded company. Prior to the closing of the IPO, on December 13, 2017, the Company, BGC Holdings, BGC U.S. OpCo, Newmark, Newmark Holdings, L.P. ("Newmark Holdings"), Newmark OpCo and, solely for the provisions listed therein, Cantor and BGC Global OpCo entered into the separation and distribution agreement (such agreement, as amended from time to time, the "separation and distribution agreement"). Pursuant to the separation and distribution agreement BGC, BGC Holdings and BGC U.S. OpCo and their respective subsidiaries (other than the Newmark group (defined below), the "BGC group") transferred to Newmark, Newmark Holdings and Newmark OpCo and their respective subsidiaries (the "Newmark group") the assets and liabilities of the BGC group relating to BGC's Real Estate Services business (such series of transactions that resulted in the transfer are herein referred to as the "separation").

In connection with the separation, Newmark Holdings limited partnership interests, Newmark Holdings founding partner interests, Newmark Holdings working partner interests and Newmark Holdings limited partnership units were distributed to holders of BGC Holdings limited partnership interests, BGC Holdings founding partner interests, BGC Holdings working partner interests and BGC Holdings limited partnership units in proportion to such interests of BGC Holdings held by such holders immediately prior to the separation. Due to such distribution, any BGC related interests or units that existed as of December 13, 2017 also includes 0.454545 of a Newmark related interests or units, as applicable, and any redemption or exchange of a BGC related interests or units must also include the redemption or exchange of the associated ratable portion of a Newmark related interests or units. As holders of BGC Holdings limited partnership units, the executive officers of the Company received units of Newmark Holdings in connection with the separation of Newmark in accordance with this formula. The partnership transactions described in this proxy statement refer generally to BGC Holdings units and refer specifically to Newmark Holdings units where applicable.

We currently expect to pursue a distribution to our stockholders of all of the shares of Newmark's common stock that we then own in a manner that is intended to qualify as generally tax-free for U.S. federal income tax purposes. The determination of whether, when and how to proceed with any such distribution is entirely within the discretion of BGC.

Prior to the distribution, unless otherwise agreed by BGC, in order for a partner to exchange an exchangeable limited partnership interest in BGC Holdings or Newmark Holdings into a share of BGC common stock, such partner must exchange both one BGC Holdings exchange right unit and a certain number of Newmark Holdings exchangeable units as set forth in the BGC Holdings limited partnership agreement, in order to receive one share of BGC common stock. For more information, see "Certain Relationships and Related Transactions—Transactions with and Related to Newmark." Newmark provides exchangeability for partnership units under certain circumstances in connection with (i) Newmark's partnership redemption, compensation and restructuring programs, (ii) other incentive compensation arrangements and (iii) business combination transactions. Notwithstanding the foregoing, prior to the distribution, without the prior consent of BGC, no Newmark Holdings limited partnership interests shall be exchangeable into shares of Newmark's Class A common stock or Class B common stock. For more information on Newmark's IPO, Newmark's structure after the IPO and transactions and agreements related to the IPO, the separation and the distribution, see "Certain Relationships and Related Transactions—Transactions with and Related to Newmark."

As a result of the separation, and due to the fact that (i) certain BGC awards granted pursuant to the BGC Compensation Plans prior to the separation became, upon the separation, awards of interests in both BGC and Newmark entities and (ii) until the distribution, (a) certain awards granted pursuant to the BGC Compensation Plans may be exchangeable for interests in Newmark and (b) certain executives may receive awards under the Newmark Compensation Plans (as defined below), when we refer generally to partnership units that may be awarded as part of compensation (i.e. NPSUs, PSUs, PPSUs, LPUs and PLPUs) we are referring to such units as may be awarded under both the BGC Compensation Plans and the Newmark Group, Inc. Long-Term Incentive Plan (which we refer to as the "Newmark Equity Plan"), the Newmark Group, Inc. Incentive Bonus Compensation Plan (the "Newmark Incentive Plan"), and the Newmark Holdings, L.P. Participation Plan (the "Newmark Participation Plan" and collectively, with the Newmark Equity Plan and the Newmark Incentive Plan, the "Newmark Compensation Plans"). When we refer to specific awards, we are referring to awards under the BGC Compensation Plans, unless otherwise indicated.

COMPENSATION DISCUSSION AND ANALYSIS

Compensation Philosophy

Our executive compensation program, which is under the direction and control of our Compensation Committee, is designed to integrate compensation with the achievement of our short- 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 components of our executive compensation program are geared to short- and longer-term performance, with the goal of increasing stockholder value over the long term.

We believe the compensation of our executive officers should reflect their success in attaining key corporate objectives, such as growth or maintenance of market position, success in attracting and retaining qualified brokers and other professionals, increasing or maintaining revenues and/or profitability, developing new products and marketplaces, completing acquisitions, dispositions, restructurings, and other value-enhancing transactions and integrating any such transactions, as applicable, meeting established goals for operating earnings, earnings per share and increasing the total return for stockholders, including stock price and/or dividend increases, and maintaining and developing customer relationships and long-term competitive advantage. Executive compensation should also reflect achievement of individual managerial objectives established for specific executive officers. Specific significant events led by executives, including acquisitions, dispositions and other significant transactions, should also be given significant weight. The performance of our executives in managing our Company, and in the provision of services to our operating partnerships and subsidiaries, considered in light of general economic and specific Company, industry and competitive conditions should be the basis for determining their overall compensation.

Our policy is generally that the compensation of our executive officers should not be based on the short-term performance of our Class A common stock, whether favorable or unfavorable, since we believe that the price of our stock will, in the long term, reflect our overall performance and, ultimately, the management of our Company by our executives. Long-term stock performance is reflected in executive compensation through the grant of various equity and partnership awards as described below.

The Compensation Committee is aware that certain of our executive officers, including Mr. Lutnick and Mr. Merkel, also receive compensation from our affiliates, including Cantor, but it generally does not specifically review the nature or amount of such compensation. The portion of Mr. Lutnick's compensation allocated to Newmark is also reviewed and approved by the compensation committee of the Newmark board of directors as he is also an executive officer of Newmark. None of our executive officers has received any compensation for serving as directors of BGC or Newmark.

Our Board of Directors and our Compensation Committee determined that Messrs. Lutnick, Lynn, Merkel, Windeatt and McMurray were our executive officers for 2017.

Overview of Compensation and Processes

For 2017, executive compensation was composed of the following principal components: (i) a base salary, which is designed to retain talented executive officers and contribute to motivating, retaining and rewarding individual performance; (ii) an incentive bonus award under our Incentive Plan, that is intended to tie financial rewards to the achievement of our short- or longer-term performance objectives; and (iii) an incentive program under our Equity Plan and our Participation Plan, which is designed to promote the achievement of short- and long-term performance goals, and to align the long-term interests of our executive officers with those of our stockholders through the grant of awards. In all cases, performance objectives and goals relate to the performance of our executives at the Company and in the provision of services to our operating partnerships and subsidiaries.

From time to time, we may also restructure the existing partnership and compensation arrangements of our executive officers, as described below. We may also adopt various policies related to or in addition to such restructurings, including with respect to the grant of exchange rights, other monetization of awards, and the acceleration of the lapse of restrictions on restricted stock.

From time to time, we have also used employment agreements, change of control agreements and other arrangements, including some with specified target or guaranteed bonus components, and discretionary bonuses to attract, motivate and retain talented executives. These specific arrangements with our executive officers are summarized below.

Our Compensation Committee approves, and recommends to our Board of Directors that it approve, the salaries, bonuses and other compensation of our executive officers. In addition, the Committee approves grants to executive officers under and otherwise administers the Incentive Plan, the Equity Plan and the Participation Plan.

From time to time, our Compensation Committee has engaged a compensation consultant in connection with its compensation decisions. In 2017, Farient Advisors LLC (the "Advisor") advised the Committee. The Committee retained the Advisor to provide surveys and other information with respect to pay practices and compensation levels at our peer group and other companies, and the Committee discussed with the Advisor all compensation arrangements for 2017. While the Committee does take into consideration such peer data, the Committee does not attempt to benchmark our executive compensation against any level, range, or percentile of compensation paid at any other companies, does not apply any specific measures of internal or external pay equity in reaching its conclusions, and does not employ tally sheets, wealth accumulation, or similar tools in its analysis. Our Compensation Committee considered whether the Advisor had any conflicts of interest in

advising the Committee. In doing so, the Committee considered whether the Advisor had been providing services of any other nature to the Company; the amount of fees received from the Company by the Advisor; the policies and procedures adopted by the Advisor that have been designed to prevent conflicts of interest; whether any business or personal relationships existed between the consultants employed by the Advisor who worked on Company matters and any member of the Committee; whether any business or personal relationship existed between such consultants and any of the Company's executive officers; and whether the Advisor or such consultants hold any of our Class A common stock. The Advisor is also providing similar services to Newmark. Upon evaluating such considerations, the Committee found no conflicts of interest in the Advisor advising the Committee.

Our policy for allocating between currently paid short- and long-term compensation is designed to ensure adequate base compensation to attract and retain talented executive officers, while providing incentives to maximize long-term value for our Company and our stockholders. Cash compensation is provided in the form of base salary to meet competitive salary norms and reward superior performance on an annual basis, and in the form of bonuses and awards for achievement of specific short-term goals or in the discretion of the Compensation Committee. Equity and partnership awards reward superior performance against specific objectives and long-term strategic goals and assist in retaining executive officers and aligning their interests with those of our Company and our stockholders. From time to time, we may provide additional equity or partnership awards on a periodic basis to reward superior performance, which awards may provide further long-term retention opportunities.

Base salaries for the following year are generally set for our executive officers at the year-end meetings of our Compensation Committee or in the early part of the applicable year. At these meetings, the Committee also approves the incentive bonuses under our Incentive Plan and any discretionary bonuses for executive officers and grants of equity and partnership awards under our Equity Plan and the Participation Plan to our executive officers.

At or around the year-end Compensation Committee meetings, our Chairman of the Board of Directors and Chief Executive Officer, Mr. Lutnick, makes compensation recommendations to the Committee with respect to the other executive officers. Such executive officers are not present at the time of these deliberations. Mr. Lutnick also makes recommendations with respect to his own compensation as Chief Executive Officer. The Committee deliberates on compensation decisions with respect to all executive officers other than Mr. Lutnick in the presence of Mr. Lutnick, and separately in executive sessions with the Advisor as to all executive officers, including Mr. Lutnick. The Committee may accept or adjust Mr. Lutnick's recommendations and makes the sole determination of the compensation of all of our executive officers. The Committee reviews and evaluates, at least annually, the performance and leadership of Mr. Lutnick as Chief Executive Officer. Based upon the results of this evaluation, and input from the Advisor, the Committee reviews and approves Mr. Lutnick's compensation.

During the first quarter of each fiscal year, it has been the practice of our Compensation Committee to establish annual incentive performance goals for executive officers under the Incentive Plan, with the Committee retaining negative discretion to reduce or withhold any bonuses earned at the end of the year. In all cases, such performance goals relate to the performance of our executive officers at the Company and in the provision of services to our operating partnerships and subsidiaries. All executive officers in office at that time are eligible to participate in the Incentive Plan.

We provide long-term incentives to our executive officers through the grants of limited partnership units under the Participation Plan and exchange rights or cash settlement awards in connection with such partnership units and restricted stock and other equity grants under our Equity Plan. In addition, executive officers may receive a portion of their Incentive Plan bonuses in equity or partnership awards, rather than cash, with the number of awards determined by reference to the market price of a share of our Class A common stock on the date that the award is granted or such other date that awards to executive officers are made generally. Historically, grants under our Equity Plan and the Participation Plan that have had vesting provisions have had time-based, rather than performance-based, vesting schedules, although both plans are flexible enough to provide for performance-based awards. Our Compensation Committee has also established quarterly incentive performance goals as described below.

In designing and implementing our executive compensation program, our Compensation Committee considers our Company's operating and financial objectives, including our risk profile, and the effect that its executive compensation decisions will have on encouraging our executive officers to take an appropriate level of business, operational and market risk consistent with our overall goal of enhancing long-term stockholder value. In particular, the Committee considers those risks identified in our risk factors and the known trends and uncertainties identified in our management discussion and analysis, and considers how our executive compensation program serves to achieve our operating, financial and other strategic objectives while at the same time mitigating any incentives for our executive officers to engage in excessive risk-taking to achieve short-term results that may not be sustainable in the long term.

In attempting to strike this balance, our Compensation Committee seeks to provide our executive officers with an appropriately diversified mix of fixed and variable cash and non-cash compensation opportunities, time-based and performance-based awards, and short- and long-term incentives. In particular, our performance-based bonuses under our Incentive Plan have focused on a mix of Company-wide and product-specific operating and financial metrics, in some cases based upon our absolute performance and in other

cases based upon our performance relative to our peer group or other companies. In addition, our Incentive Plan award opportunities provide for the exercise of considerable negative discretion by the Committee to reduce, but not increase, amounts granted to our executive officers under the Plan, and to take individual as well as corporate performance into account in exercising that discretion. Further, the Committee retains the discretion to pay out any amounts finally awarded under the Plan in equity or partnership awards, rather than cash, and to include restrictions on vesting, resale and forfeiture in any such equity or partnership awards. Finally, the Committee applies these same principles with respect to quarterly performance-based award opportunities for the grant of restricted stock, exchange rights or cash settlement awards under the Equity Plan relating to outstanding non-exchangeable partnership units awarded under the Participation Plan.

Discretionary and Retentive Partnership Opportunities

To incentivize executive officers and hold them accountable to stockholders, the Compensation Committee uses a variety of highly retentive partnership units under the Participation Plan. These partnership awards are granted as a tax-efficient, strongly retentive, and risk-appropriate means to align the interests of the executive officers with those of our long-term stockholders. For executive officers, these grants include NPSUs, along with PSUs and PPSUs for our U.S.-based executives and LPUs and PLPUs for our U.K.-based executives who have executed deeds of adherence to BGC Services (Holdings) LLP, a U.K. limited liability partnership, which we refer to as the "U.K. Partnership." The Committee believes that the features of the units, coupled with the discretion of the Committee to grant the right of partnership distributions, exchangeability into shares of Class A common stock and various liquidity opportunities, create a best-in-class form of incentive award for our executives. Until such units are made exchangeable into a share of Class A common stock or exchanged for cash at the discretion of the Committee, these partnership units may be redeemed for zero by the Committee. The Committee generally does not grant options and equity-based units such as options and RSUs to executives and emphasizes instead these flexible and retentive limited partnership units. In the Committee's view, NPSUs, along with PSUs/PPSUs and LPUs/PLPUs, provide the most appropriate long-term incentives to executive officers, especially when coupled with performance-based grants of exchange rights and cash settlement awards.

NPSUs have no value for accounting or other purposes at the time of grant, do not participate in quarterly partnership distributions, are not allocated any items of profit or loss and may not be made exchangeable into shares of Class A common stock. NPSU awards are highly discretionary and provide additional flexibility for the Compensation Committee to determine the timing and circumstances of replacing such units with units that earn partnership distributions and any rights to exchange such units for shares of Class A common stock or cash. NPSUs have generally been granted to our executives as mid-year grants or in connection execution of long-term employment arrangements. See "—NPSU Grants and Related Replacement and Exchange Right Grants" below.

From time to time, the Compensation Committee may choose to replace an NPSU with a PSU in the U.S. or an LPU in the U.K. PSUs/LPUs participate in quarterly partnership distributions, but otherwise have no value for accounting purposes and are not exchangeable into shares of Class A common stock until such exchange rights are granted by the Committee.

Executive officers may also receive PPSUs in the U.S. or PLPUs in the U.K. These units are preferred limited partnership units that may be awarded to holders of, or contemporaneously with, the grant of PSUs. PPSUs are entitled to a preferred distribution of net profits of BGC Holdings but otherwise are not entitled to participate in quarterly distributions. PPSUs/PLPUs cannot be made exchangeable into shares of Class A common stock, can only be exchanged for cash, at the determination price on the date of grant, in connection with an exchange of the related PSUs or LPUs, respectively, and therefore are not included in our fully diluted share count. PPSUs/PLPUs are expected to provide a mechanism for issuing fewer aggregate share equivalents than traditionally issued in connection with our compensation and to have a lesser overall impact on our fully diluted share count. The ratio of the grant of PPSUs/PLPUs to traditional units (i.e., PSUs/LPUs) is expected to approximate the compensatory tax rate applicable in the relevant country jurisdiction of the partner recipient. The determination price used to exchange PPSUs/PLPUs for cash is determined by the Compensation Committee on the date the grant of such unit, and is based on a closing trading price of Class A common stock identified by the Committee on such date.

Over time, as compensation goals are met and other incentives are reached by the executives, the Compensation Committee may choose, in its sole discretion, to grant an exchange right with respect to a PSU/LPU, thereby creating a potential liquidity event for the executive and creating a value for accounting purposes. The life cycle of these units, as they may evolve from NPSUs to shares of Class A common stock, provides the Committee and the Board with superior opportunities to retain and incentivize executives and employees in a tax-efficient and discretionary manner.

Our executive officers have much of their personal net worth in a combination of our equity-based awards and non-exchangeable and exchangeable limited partnership units. Messrs. Lutnick, Lynn, Merkel, Windeatt and McMurray hold limited partnership units in BGC Holdings. Messrs. Lutnick and Merkel hold additional partnership interests in our parent Cantor, which, through ownership of shares of both our Class A and Class B common stock and exchangeable limited partnership interests in BGC Holdings, owns a 22.2% direct and indirect economic interest as of December 31, 2017 in our operations and all of our executive officers hold limited partnership interests in Newmark Holdings following the separation.

While we do not have a general compensation recovery or "clawback" policy, and do not require our executive officers to meet general share ownership or hold-through-retirement requirements, our Compensation Committee believes that the extremely retentive nature of the NPSUs, PSUs/LPUs and similar partnership units, which may be redeemed for zero at any time by the Committee, provides extraordinary discretion and superior clawback power to the Committee.

We generally intend that compensation paid to our Chief Executive Officer and our other named executive officers not be subject to the limitation on tax deductibility under Section 162(m) of the U.S. Internal Revenue Code of 1986, which we refer to as the "Code,"

so long as this can be achieved in a manner consistent with our Compensation Committee's other objectives. Subject to certain exceptions, Section 162(m) eliminates a corporation's tax deduction in a given year for payments to certain executive officers in excess of $1,000,000. We periodically review the potential consequences of Section 162(m) and may structure the performance-based portion of our executive

compensation to comply with certain exemptions in Section 162(m), to the extent available. In December 2017, Section 162(m) of the Code was modified by the Tax Cuts and Jobs Act to remove the exemption for performance-based compensation over the $1,000,000 limit. We do not currently expect that decisions relating to compensation will be significantly impacted by Section 162(m) matters on a going forward basis. The Committee retains negative discretion to reduce or withhold performance-based 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) when it believes that such payments are appropriate, including after taking into consideration changing business conditions or the executive officer's individual performance.

Our management and Compensation Committee recognize that we are subject to certain Financial Accounting Standards Board and SEC guidance on share-based awards and other accounting charges with respect to the compensation of our executive officers and other employees. However, our management and the Committee do not believe that these accounting charges should necessarily determine the appropriate types and levels of compensation to be made available. Where material to the Committee's decisions, these accounting charges will be described in our compensation discussion and analysis, compensation tables and related narratives.

Our Compensation Committee may grant equity and partnership awards to our executive officers in a variety of ways under our Equity Plan and the Participation Plan, including restricted stock, exchange rights, cash settlement awards and other equity grants under our Equity Plan and non-exchangeable limited partnership unit awards under the Participation Plan. Grants of such awards may have different accounting treatment and may be reported differently in the compensation tables and related narratives depending upon the type of award granted and how and when it is granted.

For U.S. GAAP purposes, a compensation charge is recorded on PSUs, LPUs and similar limited partnership units if and when an exchange right is granted relating to the units, and the charge is based on the market price of our Class A common stock on the date on which the exchange right is granted. Additionally, when the exchange actually occurs, a U.S. federal income tax deduction is generally allowed equal to the fair market value of a share of our Class A common stock on the date of exchange.

For U.S. GAAP purposes, if shares of restricted stock granted are not subject to continued employment or service with us or any affiliate or subsidiary of ours, even if they are subject to compliance with our customary non-compete obligations, the grant-date fair value of the restricted stock will be expensed on the date of grant.

Base Salary

Our executive officers receive base salaries or similar cash payments intended to reflect their skills, expertise and responsibilities. Subject to any applicable employment or other agreements, such payments and subsequent adjustments, if any, will be reviewed and approved by our Compensation Committee annually, based on a variety of factors, which may include, from time to time, a review of relevant salaries of executives at our peer group of companies and others and each executive officer's individual performance for the prior year, including each executive officer's experience and responsibilities.

We generally establish base pay at levels comparable to our peer group and other companies which employ similarly skilled personnel, including E*Trade Financial Corporation, Evercore Inc., Houlihan Lokey, Inc., Interactive Brokers Group, Ladenburg Thalmann Financial Services, LPL Financial Holdings Inc., Piper Jaffray Companies, Raymond James Financial, Inc., The Charles Schwab Corporation, Stifel Financial Corp., TD Ameritrade Holding Corporation and TP ICAP plc in our Financial Services segment and CBRE Group, Inc., Colliers International Group Inc., HFF, Inc., Jones Lang LaSalle Incorporated, Marcus & Millichap, Inc. and Realogy Holdings Corp. in our Real Estate Services segment. While we determine these levels by reviewing publicly available information with respect to our peer group of companies and others, we have not traditionally engaged in benchmarking.

Base Salaries/Payments for 2017

Base salary and similar cash payment rates for 2017 were established in January 2017 by our Compensation Committee. In setting the base rates for 2017, the Committee considered the qualifications, experience and responsibilities of our executive officers. Base rates for 2017 were continued at $1,000,000 each for Messrs. Lutnick, Lynn and Merkel. The base rates for Messrs. Windeatt and McMurray for 2017 were continued at £400,000 ($503,240 as of January 31, 2017) and £325,000 ($408,882 as of January 31, 2017), respectively.

For each of the executive officers, the Company allocates and pays an appropriate portion of their cash and equity-based compensation in respect of their approximate time spent on Company matters and specifically allocates such compensation to Newmark, as appropriate and applicable. In addition, Mr. Lutnick receives certain equity-based compensation directly from Newmark. Typically, Mr. Lutnick and Mr. Merkel spend at least 50% of their time on Company matters, with Mr. Lutnick devoting approximately 50% of that time to Newmark matters and Mr. Merkel devoting approximately 20% of his time spent on Company matters to Newmark matters. These percentages have varied depending upon business developments at the Company and at Newmark. Of Mr. Lutnick's

$1,000,000 in base salary in 2017, 50%, or $500,000, was allocated to Newmark. Messrs. Lynn and Windeatt each spend all of their time on Company matters. Mr. McMurray spends almost all of his time on Company matters.

Base Salaries/Payments for 2018

Base salary and similar cash payment rates for 2018 were established at meetings in February and March of 2018 by our Compensation Committee, based on the continuing qualifications, experience and responsibilities of our executive officers. Mr. Lutnick's aggregate base rate for 2018 was raised $1,000,000 to $2,000,000, effective as of March 1, 2018, to reflect a base salary of $1,000,000 allocated to each of the Company and Newmark. Base rates for 2018 were continued at $1,000,000 each for Messrs. Lynn and Merkel. The base rates for Messrs. Windeatt and McMurray for 2018 were continued at £400,000 ($561,640.00 as of February 16, 2018) and £325,000 ($456,332.50 as of February 16, 2018), respectively.

Bonus Compensation

We believe that compensation should vary with corporate and individual performance and that a significant portion of compensation should continue to be linked to the achievement of business goals. Our Incentive Plan provides a means for the payment of Section 162(m) qualified "performance-based" compensation in the form of bonuses to our executive officers while preserving our tax deduction, to the extent available.

With respect to each performance period, our Compensation Committee specifies the applicable performance criteria and targets to be used under the Incentive Plan for that performance period. These performance criteria, which may vary from participant to participant, will be determined by the Committee and may be based upon one or more of the following financial performance measures:

- pre-tax or after-tax net income;
- pre-tax or after-tax operating income;
- gross revenue;
- profit margin;
- stock price, dividends and/or total stockholder return;
- cash flow(s);
- market share;
- pre-tax or after-tax earnings per share;
- pre-tax or after-tax operating earnings per share;
- expenses;
- return on equity; or
- strategic business criteria, consisting of one or more objectives based upon meeting specific revenue, market penetration, or geographic business expansion goals, cost targets and goals relating to acquisitions or dispositions.

The actual Incentive Plan bonus paid to any given participant at the end of a performance period is based upon the extent to which the applicable performance goals for such performance period are achieved, subject to the exercise of negative discretion by the Compensation Committee, and may be paid in cash or in equity or partnership awards. These awards also serve as incentives for future performance and retention.

In addition, from time to time, our Compensation Committee may provide for target or guaranteed bonuses in employment or other agreements in order to attract and retain talented executives, or may grant ad hoc discretionary bonuses when an executive officer is not eligible to participate in the Incentive Plan award opportunities for that performance period or when it otherwise considers such bonuses to be appropriate. Such bonuses may also be paid in cash or in equity or partnership awards.

Incentive Plan Bonus Goals for 2017

In the first quarter of 2017, our Compensation Committee determined that Messrs. Lutnick, Lynn, Merkel, Windeatt and McMurray, our executive officers, would be participating executives for 2017 in our Incentive Plan. In the case of our U.K.-based executive officers, Messrs. Lynn, Windeatt and McMurray, the bonus award opportunities are governed by the Incentive Plan and administered by the Committee.

For 2017, the Compensation Committee used the same performance criteria for all executive officers and set a bonus for 2017 equal to the maximum value allowed for each individual pursuant to the terms of the Incentive Plan (i.e., $25 million), provided that

(i) the Company achieved operating profits or distributable earnings for 2017, as calculated on substantially the same basis as the Company's financial results press release for 2016, or (ii) the Company achieved improvement or percentage growth in gross revenue or total transaction volumes for any product for 2017 as compared to 2016 over any of its peer group members or industry measures, as reported in the Company's 2017 financial results press release, in each case calculated on substantially the same basis as in the Company's financial results press release for 2016 and compared to the most recently available peer group information or industry measures, in each case subject to any appropriate corporate adjustment to reflect stock splits, reverse stock splits, mergers, spin offs or any other extraordinary corporate transactions in accordance with the Incentive Plan, the Equity Plan and the Participation Plan, as applicable, each of which we refer to as a "Performance Goal."

The Compensation Committee determined that the payment of any such amount may be in the form of cash, shares of our Class A common stock, limited partnership units or other equity or partnership awards permitted under our Equity Plan, the Participation Plan, or otherwise. The Committee, in its sole and absolute discretion, retained the right to reduce the amount of any Incentive Plan bonus payment based upon any factors it determines, including whether and the extent to which the Performance Goals or any other corporate, as well as individual, performance objectives have been achieved.

Incentive Plan Bonuses Awarded for 2017

On February 16, 2018, having determined that the Performance Goals established in the first quarter of 2017 had been met for 2017, our Compensation Committee made the following awards, effective as of January 1, 2018, to the participating executive officers for 2017 under our Incentive Plan:

- Mr. Lutnick: an aggregate bonus of $14,000,000 under the Incentive Plan paid (i) $7,000,000, paid $1,500,000 in cash and $5,500,000 in a partnership award represented by 569,784 non-exchangeable BGC Holdings PSUs and 221,583 non-exchangeable BGC Holdings PPSUs and (ii) $7,000,000, paid $1,500,000 in cash and $5,500,000 in a partnership award represented by 194,284 of non-exchangeable Newmark Holdings PSUs and 158,960 non-exchangeable Newmark Holdings PPSUs issued pursuant to the Newmark Holdings Participation Plan;
- Mr. Lynn: a bonus under the Incentive Plan of $7,500,000, paid entirely in a partnership award represented by 776,979 non-exchangeable BGC Holdings LPUs and 302,158 non-exchangeable BGC Holdings PLPUs;
- Mr. Merkel: a bonus under the Incentive Plan of $1,750,000, paid entirely in a partnership award represented by 110,791 non-exchangeable BGC Holdings PSUs and 90,648 non-exchangeable BGC Holdings PPSUs and 12,954 non-exchangeable Newmark Holdings PSUs and 10,599 non-exchangeable Newmark Holdings PPSUs issued pursuant to the Newmark Holdings Participation Plan;
- Mr. Windeatt: a bonus under the Incentive Plan of £1,100,000 ($1,544,510 as of February 16, 2018), paid entirely in a partnership award represented by 160,007 non-exchangeable BGC Holdings LPUs and 62,225 non-exchangeable BGC Holdings PLPUs; and
- Mr. McMurray: a bonus under the Incentive Plan of £475,000 ($666,948 as of February 16, 2018), paid £75,000 ($105,308 as of February 16, 2018) in cash and £400,000 in a partnership award represented by 58,185 non-exchangeable BGC Holdings LPUs and 22,627 non-exchangeable BGC Holdings PLPUs as well as a sign-on bonus of £83,333 ($117,008 as of February 16, 2018) paid in cash.

For purposes of determining the number of non-exchangeable BGC Holdings PSUs and non-exchangeable BGC Holdings PPSUs to be granted, the Compensation Committee used the closing price of a share of BGC Class A common stock on February 16, 2018, which is the date that the Committee approved the 2017 year-end compensation (which was $13.70), less the product of multiplying the closing price of a share of Newmark Class A common stock on the same date (which was $14.86) by the proportional ratio of BGC's ownership of Newmark (which was at that time 0.454545), which yielded $6.95 per unit. For purposes of determining the number of non-exchangeable Newmark Holdings PSUs and non-exchangeable Newmark Holdings PPSUs to be granted to Mr. Lutnick, the closing price of a share of Newmark Class A common stock on the approval date of March 12, 2018 (which was $15.57), was used. For Mr. Merkel's awards of non-exchangeable Newmark Holdings PSUs and non-exchangeable Newmark Holdings PPSUs, the closing price of a share of Newmark Class A common stock on the approval date of February 16, 2018 (which was $14.86) was used. For all compensation that relied upon converting U.S. dollars into pounds, the Company's records of the GBP FX exchange rate on February 16, 2018, the date that the Compensation Committee approved the 2017 year-end compensation, was used. Such exchange rate was 1.4041USD to 1 GBP.

In making its bonus determinations for 2017, the Compensation Committee considered the pay practices of the Company's peer group and other companies, including a compensation survey prepared by, and advice from, the Advisor. In particular, it also considered record earnings performance, significant transactions, including the Newmark IPO, integration of acquired businesses, individual contributions toward achievement of strategic goals and overall financial and operating results, including record earnings increases and overall results for the period. These awards were also expected to incentivize our executive officers with respect to future performance and encourage ongoing contributions to our businesses.

The bonus for 2017 awarded to Mr. Merkel represented the same bonus amounts that he received for 2016. The bonus for Mr. Lutnick represented a $1,250,000 increase over the prior year, which is an approximate 10% increase, for Mr. Lynn represented a $250,000 increase over the prior year, which is an approximate 3% increase, for Mr. Windeatt represented a £250,000 increase over the prior year, an approximate 29% increase, and for Mr. McMurray represented a £50,000 increase over the prior year, excluding Mr. McMurray's sign-on bonus of £83,333, which is an approximate 12% increase. In determining the 2017 Incentive Plan bonus for Mr. Lutnick, our Compensation Committee focused specifically on the Company's record financial performance, the Newmark IPO, the performance of the real estate business, acquisitions, and overall leadership. In determining the 2017 Incentive Plan bonus for Mr. Lynn, the Committee considered the Company's overall performance in 2017 and his role in connection with acquisitions, as well as the Newmark IPO. With respect to Mr. Merkel, in awarding him a 2017 bonus under the Incentive Plan of $1,750,000, the Committee considered his role in connection with the strategy and management of various legal matters, including the Newmark IPO, and his overall leadership. In determining the 2017 Incentive Plan bonus for Mr. Windeatt, the Committee considered the Company's overall performance in 2017, his role in connection with acquisitions, as well as his management of front-office brokers. In determining

the 2017 Incentive Plan bonus for Mr. McMurray, the Committee considered our overall performance in 2017, his role in connection with acquisitions and the Newmark IPO.

In 2017, the Incentive Plan cash bonuses for Messrs. Lutnick and McMurray as a percentage of the overall total cash compensation paid to such executive officer by the Company was approximately 75% and 16%, respectively. The 2017 Incentive Plan bonuses for Messrs. Merkel, Lynn and Windeatt were paid entirely in the form of partnership awards.

Incentive Plan Bonus Goals for 2018

In the first quarter of 2018, our Compensation Committee determined that Messrs. Lutnick, Lynn, Merkel, Windeatt and McMurray, our executive officers, would be participating executives for 2018 in our Incentive Plan. For 2018, the Committee used the same performance criteria for all executive officers and set a bonus for 2018 equal to the maximum value allowed for each individual pursuant to the terms of the Incentive Plan (i.e., $25 million), provided that (i) the Company achieves operating profits or distributable earnings for 2018, as calculated on substantially the same basis as the Company's financial results press release for 2017, or (ii) the Company achieves improvement or percentage growth in gross revenue or total transaction volumes for any product for 2018 as compared to 2017 over any of its peer group members or industry measures, as reported in the Company's 2018 financial results press release, in each case calculated on substantially the same basis as in the Company's financial results press release for 2017 and compared to the most recently available peer group information or industry measures, in each case subject to any appropriate corporate adjustment to reflect stock splits, reverse stock splits, mergers, spin offs or any other extraordinary corporate transactions in accordance with the Incentive Plan, the Equity Plan and the Participation Plan, as applicable. As each of the Company's executive officers also provide services to certain of our operating partnerships and subsidiaries, potential bonuses for 2018 are also on behalf of all such operating partnerships and subsidiaries, as may be applicable.

The Compensation Committee determined that the payment of any such amount may be in the form of cash, shares of Class A common stock, limited partnership units or other equity or partnership awards permitted under our Equity Plan, the Participation Plan, or otherwise. The extent determined to reflect the portion of an executive officer's compensation related to services performed for a particular subsidiary or affiliate, as noted above, the cost of compensation awarded under any of the BGC Compensation Plans, or, as applicable, the Newmark Compensation Plans, shall be borne by such operating partnership or subsidiary. The Committee, in its sole and absolute discretion, retained the right to reduce the amount of any Incentive Plan bonus payment based upon any factors it determines, including whether and the extent to which the Performance Goals or any other corporate, as well as individual, performance objectives have been achieved. The Committee further retains discretion to authorize bonuses and other awards to the Participating Executives regardless of whether or not such bonuses and awards are tax deductible under tax law in effect at the time of such bonuses and awards.

Equity Plan and Participation Plan Awards

It is the Compensation Committee's general policy to award restricted stock, exchange rights, awards that are repurchased for cash, which we refer to as "cash settlement awards," and other equity or partnership awards to our executive officers in order to align their interests with those of our long-term investors and to help attract and retain qualified individuals. Our Equity Plan permits the Committee to grant restricted stock, stock options, stock appreciation rights, deferred stock such as RSUs, bonus stock, performance awards, dividend equivalents, and other stock-based awards, including to provide exchange rights for shares of our Class A common stock and cash settlement awards relating to BGC Holdings limited partnership units. The Participation Plan provides for the grant or sale of BGC Holdings limited partnership units. The total number of BGC Holdings limited partnership units issuable under the Participation Plan will be determined from time to time by our Board of Directors, provided that exchange rights or cash settlement awards relating to units may only be granted pursuant to other stock-based awards granted under our Equity Plan. Partnership units in BGC Holdings (other than NPSUs) are entitled to participate in preferred or quarterly partnership distributions from BGC Holdings and (other than Preferred Units (as defined below) and NPSUs) are eligible to be made exchangeable for shares of Class A common stock. We view these incentives as an effective tool in motivating, rewarding and retaining our executive officers.

Our Compensation Committee retains the right to grant a combination of forms of such awards under our Equity Plan and the Participation Plan to executive officers as it considers appropriate or to differentiate among executive officers with respect to different types of awards. The Committee has also granted authority to Mr. Lutnick, our Chairman of the Board of Directors and Chief Executive Officer, to grant awards to non-executive officer employees of our Company under the Equity Plan and the Participation Plan and to establish sub-plans for such persons.

In addition, our executive officers and other employees may also be offered the opportunity to purchase limited partnership units. The Compensation Committee and Mr. Lutnick will have the discretion to determine the price of any purchase right for partnership units, which may be set at preferential or historical prices that are less than the prevailing market price of our Class A common stock.

Our Compensation Committee has also established special quarterly award opportunities under our Equity Plan for the grant of exchange rights and/or cash settlement awards under the Equity Plan relating to outstanding non-exchangeable limited partnership units awarded under the Participation Plan. The Committee establishes specified performance goals for the quarter similar to the annual

opportunities under the Incentive Plan. In each case, such quarterly award opportunities are subject to the Committee's determination of whether such goals have been met and the Committee's exercise of negative discretion. Although the quarterly performance goals were met with respect to all four quarters of 2017, the Committee elected not to grant any quarterly awards or exchange rights under our Equity Plan.

Timing of Awards

Equity and partnership awards to our executive officers that are in payment of Incentive Plan or discretionary bonuses are typically granted annually in conjunction with our Compensation Committee's review of Company and individual performance of our executive officers, although interim grants may be considered and approved from time to time. The Committee's annual review generally takes place at year-end meetings, which are generally held in January or February of each year, although the reviews may be held at any time and from time to time throughout the year. From time to time, grants to executive officers may be made on a mid-year or other basis in the event of business developments, changing compensation requirements or other factors, in the discretion of the Committee.

Our policy in recent years has generally been to award year-end grants to executive officer recipients by the end of the calendar year or shortly thereafter, with grants to non-executive employees occurring closer to the end of the first quarter of the following year. Grants, if any, to newly hired employees are effective on the first day of the quarter following the employee's first day of employment. In addition, from time to time the Company may offer compensation enhancements or modifications to employees that it does not offer to its executive officers.

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. As discussed above, with respect to limited partnership units and other equity or partnership awards, grants may be made based on a dollar value, with the number of units or shares determined by reference to the market price of our Class A common stock on the date of grant, or based on a specified number of awards.

NPSU Grants and Related Replacement and Exchange Right Grants

During 2015, 2016 and 2017, the Compensation Committee has made additional discretionary NPSU awards to all of our executive officers, with the exception of Mr. McMurray, who joined us in 2016. The Committee granted the following NPSUs and replaced such NPSUs with other partnership units in calendar 2016, 2017 and 2018:

2015 Year-End Compensation: On February 24, 2016, in connection with the year-end compensation process, the Compensation Committee granted 1,500,000 BGC Holdings NPSUs to Mr. Lutnick, 2,000,000 BGC Holdings NPSUs to Mr. Lynn, 1,000,000 BGC Holdings NPSUs to Mr. Merkel and 75,000 BGC Holdings NPSUs to Mr. Windeatt. Replacement of NPSUs with non-exchangeable BGC Holdings PSUs/PPSUs for Messrs. Lutnick and Merkel and with non-exchangeable LPUs/PLPUs for Messrs. Lynn and Windeatt were determined to be (i) 25% per year with respect to NPSUs granted in 2016; (ii) 25% of the previously awarded NPSUs currently held by Messrs. Lutnick and Lynn based upon the original issuance date (the first 25% having already been replaced); and (iii) 25% per year of the current balance of NPSUs previously awarded to Mr. Merkel, provided that, with respect to all of the foregoing, such future replacements were subject to the approval of the Committee (with such approval process amended in 2017 as described below). The grant of exchange rights with respect to such PSUs/PPSUs and LPUs/PLPUs will be determined in accordance with the Company's practices when determining discretionary bonuses or awards, and any grants of exchangeability shall be subject to the approval of the Committee.

2016 Amendments to Merkel NPSUs: On November 7, 2016, the Compensation Committee approved a grant of 200,000 non-exchangeable BGC Holdings PSUs/PPSUs to Mr. Merkel in replacement of 200,000 BGC Holdings NPSUs previously granted to him on or about each of the following dates, provided that the Company and its affiliates earn, in aggregate, at least $25 million in gross revenues in the calendar quarter in which the PSUs/PPSUs are to be granted: (i) December 1, 2016 and (ii) each March 31 of 2017 through 2020 (for an aggregate total of 1,000,000 non-exchangeable BGC Holdings PSUs/PPSUs). In connection with the foregoing, Mr. Merkel agreed to surrender a total of 1,714,826 previously granted BGC Holdings NPSUs.

Each grant of such non-exchangeable BGC Holdings PSUs/PPSUs is subject to Mr. Merkel's continued employment and compliance with the Partnership Agreement as of the applicable grant date. The number of PSUs and PPSUs issuable on each grant date shall be determined by reference to the then-applicable practices for U.S.-based partners when determining the proportionality of PSUs/PPSUs (currently 55% in PSUs and 45% in PPSUs). The determination price of the PPSUs upon grant shall be the closing price of our Class A common stock on the applicable grant dates. In addition to the foregoing grants of PSUs/PPSUs in replacement of NPSUs, the Compensation Committee granted: (i) effective November 7, 2016, exchange rights with respect to 110,000 of Mr. Merkel's previously issued non-exchangeable BGC Holdings PSUs and 90,000 of Mr. Merkel's previously issued non-exchangeable BGC Holdings PPSUs, and (ii) effective on or about each February 28 of 2017 through 2020, exchange rights for 200,000 of Mr. Merkel's then non-exchangeable BGC Holdings PSU/PPSUs (the proportion of PSUs to PPSUs shall be in accordance with their issuance), subject to Mr. Merkel's continued employment and compliance with the Partnership Agreement as of the applicable exchangeability date (for an aggregate total of 1 million exchangeable BGC Holdings PSUs/PPSUs).

The Compensation Committee also agreed to the repurchase by the Company of (i) 110,000 exchangeable BGC Holdings PSUs for an aggregate of $952,600, based on the closing price of the Company's Class A common stock on November 7, 2016, and (ii) 90,000 exchangeable BGC Holdings PPSUs for an aggregate of $773,599, at the weighted-average determination price for such PPSUs at the time of grant, which was $8.60 per unit.

Consistent with the previously approved schedule, effective February 28, 2017, the Compensation Committee approved (i) the grant of exchange rights with respect to 110,000 BGC Holdings PSUs and 90,000 BGC Holdings PPSUs held by Mr. Merkel and (ii) the Company's redemption for cash of such 110,000 BGC Holdings PSUs at the average price that the Company received for sales of Class A common stock sold under the Controlled Equity Offering sales program on the date of approval, less 2%, for an aggregate of $1,216,911, and such 90,000 BGC Holdings PPSUs at the applicable determination price of $9.41 per PPSU, for an aggregate of $847,033.

Additionally, consistent with the previously approved schedule, effective February 28, 2018, the Compensation Committee approved (i) the grant of exchange rights with respect to 110,000 BGC Holdings PSUs and 90,000 BGC Holdings PPSUs held by Mr. Merkel and (ii) the Company's exchange for cash of such 110,000 PSUs at the average price that the Company received for sales of Class A common stock sold under the Controlled Equity Offering sales program on the date of sale, April 2, 2018, less 2%, and such 90,000 BGC Holdings PPSUs at the applicable determination price of $11.36 per PPSU, for an aggregate of $2,428,920.50. The foregoing transactions also applied to the ratable portion of the Newmark Holdings interests or units that Mr. Merkel held in association with such exchanged or redeemed non-exchangeable BGC Holdings PSUs and non-exchangeable BGC Holdings PPSUs.

In addition, under terms previously approved by the Compensation Committee, Mr. Merkel received an award of 110,000 non-exchangeable BGC Holdings PSUs and 90,000 non-exchangeable BGC Holdings PPSUs with a determination price of $6.26 per unit, effective March 31, 2018.

2016 Lynn Grants in Connection with New Deed: On December 14, 2016, in connection with his execution of the New Lynn Deed (defined below) and a related letter agreement, the Compensation Committee granted 1,000,000 BGC Holdings NPSUs and 3,500,000 non-exchangeable BGC Holdings LPUs to Mr. Lynn effective as of October 1, 2016. The 1,000,000 BGC Holdings NPSUs shall be replaced by non-exchangeable BGC Holdings LPUs ratably (in installments of 250,000 each) effective October 1 of 2017, 2018, 2019 and 2020, subject to the terms of the letter agreement, including the Revenue Requirement (as defined below). See "Executive Compensation—Potential Payments Upon Change in Control—Employment Agreements and Deeds of Adherence—Shaun D. Lynn Agreements."

Consistent with the previously approved schedule above, effective October 1, 2017, the Compensation Committee approved the replacement of 250,000 of Mr. Lynn's BGC Holdings NPSUs with 250,000 non-exchangeable BGC Holdings LPUs.

2016 Year-End Compensation: On January 31, 2017, in connection with 2016 year-end compensation, certain previous awards of BGC Holdings NPSUs vesting on January 1, 2017 were replaced with non-exchangeable BGC Holdings PSUs/PPSUs (for Mr. Lutnick) and non-exchangeable BGC Holdings LPUs/PLPUs (for Messrs. Lynn and Windeatt), all effective January 1, 2017, with the determination price of each PPSU and PLPU based on the closing price of our Class A common stock on December 30, 2016, which was $10.23. As a result, effective as of January 1, 2017, (a) 2,375,000 of Mr. Lutnick's BGC Holdings NPSUs were replaced with 1,710,000 non-exchangeable BGC Holdings PSUs and 665,000 non-exchangeable BGC Holdings PPSUs; (b) 750,000 of Mr. Lynn's BGC Holdings NPSUs were replaced with 540,000 non-exchangeable BGC Holdings LPUs and 210,000 non-exchangeable BGC Holdings PLPUs; and (c) 18,750 of Mr. Windeatt's BGC Holdings NPSUs were replaced with 13,500 non-exchangeable BGC Holdings LPUs and 5,250 non-exchangeable BGC Holdings PLPUs.

In January 2017, the requirement of further approval of the Compensation Committee to replace the BGC Holdings NPSUs as described above was amended and changed into the requirement that the Company, inclusive of affiliates thereof, earn, in aggregate, at least $5 million in gross revenues in the calendar quarter in which the applicable award of non-exchangeable BGC Holdings PSUs/PPSUs/LPUs/PLPUs is to be granted, and such executive remaining an employee or member of an affiliate of BGC and having complied at all times with his applicable employment or membership agreement and the Partnership Agreement as of the applicable grant date (collectively, the "Revenue Requirement").

2017 Previously Approved Exchanges: In early 2018, certain previous awards of BGC Holdings NPSUs approved by the Compensation Committee in 2017 or earlier vesting in early 2018 were replaced with non-exchangeable BGC Holdings PSUs/PPSUs (for Mr. Lutnick) and non-exchangeable BGC Holdings LPUs/PLPUs (for Messrs. Lynn and Windeatt) as follows: (i) 2,187,879 BGC Holdings NSPUs held by Mr. Lutnick were cancelled and replaced by 1,575,273 BGC Holdings PSUs and 612,606 BGC Holdings PPSUs at a determination price of $7.88 per unit, effective January 1, 2018; (ii) 750,000 BGC Holdings NSPUs held by Mr. Lynn were cancelled and replaced by 540,000 BGC Holdings LPUs, and 210,000 BGC Holdings PLPUs at a determination price of $7.88 per unit, effective January 1, 2018; (iii) as noted above, Mr. Merkel received an award of 110,000 non-exchangeable BGC Holdings PSUs and 90,000 non-exchangeable BGC Holdings PPSUs with a determination price of $6.26 per unit, effective April 1, 2018; and (iv) 18,750 BGC Holdings NSPUs held by Mr. Windeatt were cancelled and replaced by 13,500 BGC Holdings LPUs, and 5,250 BGC Holdings PLPUs at a determination price of $7.88 per unit, effective January 1, 2018, as well as 100,000 BGC Holdings NLPUs held by Mr. Windeatt were cancelled and replaced by 100,000 BGC Holdings LPUs, effective April 1, 2018, as described below. The foregoing replacement transactions also applied to the ratable portions of the Newmark Holdings interests or units that each of Messrs. Lutnick, Lynn and Windeatt held in association with such BGC Holdings NPSUs and NPLUs, as applicable.

2017 Windeatt Grants in Connection with New Deed: On January 31, 2017, in connection with his execution of the New Windeatt Deed (defined below) and a related letter agreement, the Compensation Committee granted 400,000 BGC Holdings NPSUs and 100,000 BGC Holdings LPSUs to Mr. Windeatt effective as of February 24, 2017. The 400,000 BGC Holdings NPSUs shall be replaced by BGC Holdings LPUs ratably (in installments of 100,000 each) on or about each April 1 of 2018, 2019, 2020, and 2021, subject to the

terms of the letter agreement, including the Revenue Requirement. See “Executive Compensation—Potential Payments Upon Change in Control—Employment Agreements and Deeds of Adherence—Sean A. Windeatt Agreements.”

Consistent with the previously approved schedule above, effective April 1, 2018, the Compensation Committee approved the replacement of 100,000 of Mr. Windeatt's BGC Holdings NPSUs with 100,000 non-exchangeable BGC Holdings LPUs. The foregoing replacement transaction also applied to the ratable portion of the Newmark Holdings interests or units that Mr. Windeatt held in association with such BGC Holdings NPSUs.

With respect to all of such awards, any grant of exchange rights with respect to any PSUs/PPSUs and LPUs/PLPUs issued in replacement of NPSUs will be determined in accordance with the Company's practices when determining discretionary bonuses or awards, and any grants of exchangeability shall be subject to the approval of the Compensation Committee. In addition, upon the signing of any agreement that would result in a "Change in Control" (as defined in the Amended and Restated Change in Control Agreements entered into by Messrs. Lutnick and Merkel and the applicable Deeds of Adherence entered into by Messrs. Lynn and Windeatt), (1) any NPSUs held by the foregoing executives shall be replaced by exchangeable PSUs/PPSUs or LPUs/PLPUs (i.e., such PSUs and LPUs shall be exchangeable for shares of Class A common stock and PPSUs and PLPUs shall be exchangeable for cash), and (2) any non-exchangeable BGC Holdings PSUs/PPSUs and LPUs/PLPUs held by the foregoing executives shall become immediately exchangeable, which exchangeability may be exercised in connection with such "Change in Control," except that, with respect to (1) and (2), 9.75% of Mr. Lynn's and Mr. Windeatt's LPUs/PLPUs shall be deemed to be redeemed for zero in proportion to such exchanges of LPUs/PLPUs in accordance with the customary LPU/PLPU structure. See "Executive Compensation—Potential Payments Upon Change in Control—Change in Control Agreements," "Executive Compensation—Potential Payments Upon Change in Control—Employment Agreements and Deeds of Adherence" and "Executive Compensation—Potential Payments Upon Change in Control—Lutnick Newmark Change in Control Agreement" for more information.

As of March 31, 2018, the executive officers currently have the following BGC Holdings NPSUs outstanding: Mr. Lutnick: 0, Mr. Lynn: 2,000,000, Mr. Merkel: 0, Mr. Windeatt: 437,500; and Mr. McMurray: 0.

Global Partnership Restructuring Program

Beginning at the end of the second quarter of 2013, we initiated an ongoing global partnership redemption and compensation restructuring program (the "Global Partnership Restructuring Program") to enhance our employment arrangements by leveraging our unique partnership structure. Under the Global Partnership Restructuring Program, participating partners have generally agreed to extend the lengths of their employment agreements, to accept a larger portion of their compensation in limited partnership units and to other contractual modifications sought by us. Also as part of this program, we have redeemed limited partnership units for cash and/or other units or shares of stock, including restricted stock (subject to accelerated lapse of restrictions on transferability), and granted exchange rights relating to certain non-exchangeable units. The Global Partnership Restructuring Program allows us to reward those who provide service to us and our subsidiaries, and to provide enhanced retention incentives to such employees, reduce our fully diluted share count and allow us to take advantage of certain tax efficiencies.

The shares of restricted stock previously granted to the executive officers generally have all of the rights of a holder of shares of Class A common stock. The shares of restricted stock will become transferable in 10 years, subject to acceleration. The shares of restricted stock are not subject to continued employment or service with the Company or any of its affiliates or subsidiaries or other risk of forfeiture, except that the shares are subject to forfeiture (if not then already transferable) if the executive officer competes during his service or employment term or during the four years thereafter.

On January 31, 2017, the Compensation Committee approved the acceleration of the lapse of restrictions on transferability with respect to 167,654 shares of our restricted stock held by Mr. Lynn. On the same date, the Company repurchased the shares from Mr. Lynn at $11.07 per share, the closing price of our Class A common stock on such date. In connection with such transaction, 25,156 of Mr. Lynn's non-exchangeable BGC Holdings LPUs were redeemed for zero. In addition, on January 31, 2017, the Committee redeemed for cash 180,115 of Mr. Lynn's non-exchangeable BGC Holdings LPUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on the date of approval, less 2%, for an aggregate of $1,958,641, and 70,045 non-exchangeable BGC Holdings PLPUs at a determination price of $6.51, for an aggregate of $455,993. In connection with such redemptions from Mr. Lynn, 9,480 of his non-exchangeable BGC Holdings LPUs and 3,687 of his non-exchangeable BGC Holdings PLPUs at a determination price of $6.51 were redeemed for zero.

Under terms previously approved by the Compensation Committee, Mr. Merkel received exchangeability on 110,000 non-exchangeable BGC Holdings PSUs and 90,000 non-exchangeable BGC Holdings PPSUs with a determination price of $9.41 per unit, on or about February 28, 2017. For further details regarding our award of such non-exchangeable BGC Holdings PSUs and PPSUs and on our repurchase of units held by Mr. Merkel, see "—NPSU Grants and Related Replacement and Exchange Right Grants."

On January 31, 2017, the Compensation Committee approved the redemption for cash of 46,469 of Mr. Windeatt's non-exchangeable BGC Holdings LPUs at $10.87 per unit based on the average proceeds of the sale of shares of our Class A common stock under our Controlled Equity Offering less 2%, for an aggregate of $505,322, 14,866 non-exchangeable BGC Holdings PLPUs

were redeemed at a determination price of $6.51 per PLPU, for an aggregate of $96,778, and 3,206 non-exchangeable BGC Holdings PLPUs were redeemed at a determination price of $7.83 per unit, for an aggregate of $25,103. In connection with these transactions, 2,902 non-exchangeable BGC Holdings LPUs, 782 non-exchangeable BGC Holdings PLPUs with a determination price of $6.51, and 347 non-exchangeable BGC Holdings PLPUs with a determination price of $7.38 were redeemed for zero.

On the same date, the Compensation Committee approved the redemption for cash of certain of Mr. McMurray's non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs effective April 1, 2017. On April 1, 2017, the Company redeemed 17,115 of Mr. McMurray's non-exchangeable BGC Holdings LPUs for an aggregate of $188,634, based on the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on such date, less 2%. The Company also redeemed 6,656 non-exchangeable BGC Holdings PLPUs at a determination price of $11.07 per unit, for an aggregate of $73,682. In connection with the redemption from Mr. McMurray, 1,849 of his non-exchangeable BGC Holdings LPUs and 719 of his non-exchangeable BGC Holdings PLPUs with a determination price of $11.07 were redeemed for zero.

On December 19, 2017, Newmark, which had previously been a wholly owned subsidiary of the Company, completed its IPO. In connection with the separation which was completed prior to the IPO, Newmark Holdings limited partnership interests, Newmark Holdings founding partner interests, Newmark Holdings working partner interests and Newmark Holdings limited partnership units were distributed to holders of BGC Holdings limited partnership interests, BGC Holdings founding partner interests, BGC Holdings working partner interests and BGC Holdings limited partnership units in proportion to such interests of BGC Holdings held by such holders immediately prior to the separation. See "Executive Compensation —Introduction —Effect of Newmark's Restructuring on BGC's Compensation" for more information on the Newmark separation and its effect on the Company's compensation. Due to such distribution of Newmark Holdings interests and units to holders of BGC Holdings interests and units in connection with Newmark's separation, after December 13, 2017, any BGC Holdings related interests or units that existed as of such date also includes 0.454545 of a Newmark Holdings related interests or units, as applicable, and any redemption or exchange of a BGC Holdings related interests or units, including those described above and below, also includes the redemption or exchange of the associated ratable portion of a Newmark Holdings related interests or units.

On February 16, 2018, the Compensation Committee approved the exchangeability and redemption for cash of certain of Mr. Lynn's non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs. As a result, on April 2, 2018, the Compensation Committee redeemed for cash 298,856 of Mr. Lynn's non-exchangeable BGC Holdings LPUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on the date of such redemption, less 2% (which was $13.07), and 116,222 non-exchangeable BGC Holdings PLPUs at a determination price of $6.51, for an aggregate of $4,662,516. In connection with such redemptions from Mr. Lynn, 32,286 of his non-exchangeable BGC Holdings LPUs and 12,556 of his non-exchangeable BGC Holdings PLPUs at a determination price of $6.51 were redeemed for zero. The foregoing exchangeability transactions also applied to the ratable portion of Newmark Holdings interests, or units that Mr. Lynn held in association with such exchanged or redeemed non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs.

On February 16, 2018, the Compensation Committee approved the exchangeability and redemption for cash of certain of Mr. Merkel's non-exchangeable BGC Holdings PSUs and non-exchangeable BGC Holdings PPSUs. As a result, on April 2, 2018, the Compensation Committee exchanged for cash 51,646 of Mr. Merkel's non-exchangeable BGC Holdings PSUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on such date, less 2% (which was $12.79), and 42,256 non-exchangeable BGC Holdings PPSUs at a determination price of $8.40, for an aggregate of $1,015,324. The Committee had also previously approved the exchangeability and redemption for cash of 110,000 of Mr. Merkel's non-exchangeable BGC Holdings PSUs and 90,000 of Mr. Merkel's non-exchangeable BGC Holdings PPSUs at the grant price of $11.36 per unit on or about February 28, 2018. As a result, on April 2, 2018, the Committee exchanged for cash such 110,000 non-exchangeable BGC Holdings PSUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on such date, less 2% (which was $12.79), and such 90,000 non-exchangeable BGC Holdings PPSUs for cash at the price of $11.36 per unit, for total cash proceeds of $2,428,921. The foregoing exchangeability transactions also applied to the ratable portion of the Newmark Holdings interests or units that Mr. Merkel held in association with such exchanged or redeemed non-exchangeable BGC Holdings PSUs and non-exchangeable BGC Holdings PPSUs. In addition, under terms previously approved by the Committee, Mr. Merkel received an award of 110,000 non-exchangeable BGC Holdings PSUs and 90,000 non-exchangeable BGC Holdings PPSUs with a determination price of $6.26 per unit, effective April 1, 2018. See "—NPSU Grants and Related Replacement and Exchange Right Grants" for further details on NPSU grants and the Committee's prior approval of exchangeability of such grants.

On February 16, 2018, the Compensation Committee approved the exchangeability and redemption for cash of certain of Mr. Windeatt's non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs. As a result, on April 2, 2018, the Committee redeemed for cash 54,865 of Mr. Windeatt's non-exchangeable BGC Holdings LPUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on the date of such redemption, less 2% (which was $13.07), and 21,337 non-exchangeable BGC Holdings PLPUs at a determination price of $7.83, for an aggregate of $884,129. In connection with such redemptions from Mr. Windeatt, 5,927 of his non-exchangeable BGC Holdings LPUs and 2,305 of his non-exchangeable BGC Holdings PLPUs at a determination price of $7.83 were redeemed for zero. The foregoing exchangeability transactions also applied to the ratable portion of the Newmark Holdings interests or units that Mr. Windeatt held in association with such exchanged or redeemed non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs.

On February 16, 2018, the Compensation Committee approved the exchangeability and redemption for cash of certain of Mr. McMurray's non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs. As a result, on April 2, 2018, the Committee redeemed for cash 14,076 of Mr. McMurray's non-exchangeable BGC Holdings LPUs at the average price that the Company received for sales of our Class A common stock sold under the Controlled Equity Offering sales program on such date, less 2% (which was $12.79), and 5,474 non-exchangeable BGC Holdings PLPUs at a determination price of $11.07, for an aggregate of $240,581. In connection with such

redemptions from Mr. McMurray, 1,521 of his non-exchangeable BGC Holdings LPUs and 591 of his non-exchangeable BGC Holdings PLPUs at a determination price of $11.07 were redeemed for zero. The foregoing exchangeability transactions also applied to the ratable portion of the Newmark Holdings interests or units that Mr. McMurray held in association with such exchanged or redeemed non-exchangeable BGC Holdings LPUs and non-exchangeable BGC Holdings PLPUs.

Standing Policy for Mr. Lutnick

In December 2010, as amended in 2013, the Audit Committee and the Compensation Committee approved a standing policy that gives Mr. Lutnick the same right, subject to certain conditions, to accept or waive opportunities that have previously been offered, or that may be offered in the future, to other executive officers to participate in any opportunity to monetize or otherwise provide liquidity with respect to some or all of their non-exchangeable limited partnership units or to accelerate the lapse of or eliminate any restrictions on transferability with respect to shares of restricted stock. In January 2017, the policy was further amended to include recent executive awards such as transactions that monetize and/or provide liquidity of equity or partnership awards granted to the Company's executive officers, including the right to exchange non-distribution earning units such as NPSUs into distribution earning units such as PSUs, or convert preferred units such as PPSUs into regular, non-preferred units, such as PSUs, based upon the highest percentage of distribution earning awards and in the same proportion of regular to preferred units held by another executive.

The policy provides generally that Mr. Lutnick shall be treated no less favorably than, and in proportion to, any other executive officer with respect to the change, right or modification of equity or partnership awards, which include, but are not limited to, opportunities (i) to have non-exchangeable units redeemed or replaced by other non-exchangeable units; (ii) to have non-exchangeable units received upon such replacement redeemed by BGC Holdings for cash, or, with the concurrence of Cantor, granted exchange rights for shares of Class A common stock; (iii) to accelerate the lapse of or eliminate any restrictions on transferability with respect to restricted shares of Class A common stock; and (iv) to replace non-distributing units with distributing units and replace preferred units with non-preferred units.

Under the policy, Mr. Lutnick shall have the right to accept or waive in advance some or all of the foregoing offers of opportunities that the Company may offer to any other executive officer. In each case, Mr. Lutnick's right to accept or waive any opportunity offered to him to participate in any such opportunity shall be cumulative (and, accordingly, Mr. Lutnick would again have the right to accept or waive the opportunity to participate with respect to such portion previously waived if and when any additional opportunity is offered to any other executive officer) and shall be equal to the greatest proportion of outstanding units and the greatest percentage of shares of restricted stock with respect to which any other executive officer has been or is offered with respect to all of such opportunities. This policy may result in grants to him of exchange rights/cash settlement awards or the acceleration of the lapse of restrictions on transferability of shares of restricted stock owned by him if a future triggering event under the policy occurs.

On January 31, 2017, under the policy, the Compensation Committee granted exchange rights with respect to rights available to Mr. Lutnick with respect to some of his of his non-exchangeable BGC Holdings PSUs/PPSUs. Mr. Lutnick elected to waive such rights as a one-time waiver that is not cumulative. Also pursuant to the policy, the Committee further approved a grant of 325,000 non-exchangeable BGC Holdings PSUs to Mr. Lutnick, in replacement of 325,000 of his BGC Holdings NPSUs, and a grant of 1,661,600 non-exchangeable BGC Holdings PSUs in replacement of his 1,661,600 non-exchangeable BGC Holdings PPSUs, for an aggregate total of 1,986,600 non-exchangeable BGC Holdings PSUs, effective as of January 1, 2017, which were all of the rights available to him at such time.

In addition, on February 16, 2018, under the policy, the Compensation Committee granted exchange rights with respect to rights available to Mr. Lutnick with respect to all of his of his non-exchangeable BGC Holdings PSUs/PPSUs (other than those issued in connection with 2017 year-end compensation). Mr. Lutnick elected to waive such rights as a one-time waiver with future opportunities to exchange to be cumulative. In addition, under the policy, all of Mr. Lutnick's remaining BGC Holdings NPSUs were cancelled and replaced with BGC Holdings PSUs/PPSUs, effective as of January 1, 2018, due to Mr. Lutnick having had the right to make all of his partnership units exchangeable under the policy. Following this transaction, the number of Mr. Lutnick's units for which he waived exchangeability was 8,400,683 non-exchangeable BGC Holdings PSUs and 1,437,292 non-exchangeable BGC Holdings PPSUs with future opportunities to exchange to be cumulative. Also pursuant to the policy, the Committee further approved a grant of 1,137,626 non-exchangeable BGC Holdings PSUs and a grant of 474,495 non-exchangeable BGC Holdings PPSUs to Mr. Lutnick, in replacement of 1,612,121 of his BGC Holdings NPSUs, effective as of January 1, 2018, which were all of the rights available to him at such time. As described above, the foregoing transactions shall also apply to the ratable portion of Newmark Holdings interests or units that Mr. Lutnick held in association with such BGC Holdings NPSUs and BGC Holdings PSUs/PPSUs.

2017 Lutnick Unit Redemption and Stock Grant

On March 11, 2018, as part of 2017 year-end compensation, the Compensation Committee authorized the Company to issue Mr. Lutnick $30.0 million of our Class A common stock, less applicable taxes and withholdings, based on a price of $14.33 per share,

which was the closing price of our Class A common stock on the trading day prior to the date of issuance, which resulted in the net issuance of 979,344 shares of our Class A common stock. In exchange, the following equivalent units were redeemed and cancelled: an aggregate of 2,348,479 non-exchangeable limited partnership units of BGC Holdings consisting of 1,637,215 non-exchangeable BGC Holdings PSUs and 711,264 BGC Holdings PPSUs, having various determination prices per unit based on the date of the grant, and associated non-exchangeable limited partnership units of Newmark Holdings consisting of 774,566 of non-exchangeable Newmark Holdings PSUs and 336,499 of non-exchangeable Newmark Holdings PPSUs.

Perquisites

Historically, from time to time, we have provided certain of our executive officers with perquisites and other personal benefits that we believe are reasonable. While we do not view perquisites as a significant element of our executive compensation program, we do believe that they can be useful in attracting, motivating and retaining the executive talent for which we compete. From time to time, these perquisites might include travel, transportation and housing benefits, particularly for executives who live overseas and travel frequently to our other office locations. We believe that these additional benefits may assist our executive officers in performing their duties and provide time efficiencies for them in appropriate circumstances, and we may consider their use in the future. All present or future practices regarding executive officer perquisites will be subject to periodic review and approval by our Compensation Committee. The perquisites and other personal benefits, if any, provided to such executive officers generally have not had an aggregate incremental cost to us per individual that exceeds $10,000.

We offer medical, dental, life insurance, short and long term disability insurance and a 401(k) plan 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. Certain of our executive officers living in London have in the past received certain additional private medical benefits.

Post-Employment Compensation

Pension Benefits

We do not currently provide pension arrangements or post-retirement health coverage for our employees in the U.S., although we may consider such benefits in the future. For our employees in the U.K., other than executives who are members of the U.K. Partnership, we provide a pension arrangement as required by law.

Retirement Benefits

Our executive officers in the U.S. are generally eligible to participate in our 401(k) contributory defined contribution plan, which we refer to as our “Deferral Plan.” Pursuant to the Deferral Plan, all U.S. eligible employees, including our executive officers, are provided with a means of saving for their retirement. We currently do not match any of our employees’ contributions to our Deferral Plan.

Nonqualified Deferred Compensation

We do not provide any nonqualified deferred compensation plans to our employees, although we may consider such benefits in the future.

COMPENSATION COMMITTEE REPORT

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis, which we refer to as the "CD&A," set forth in this Proxy Statement with management of the Company and, based on such review and discussions, the Compensation Committee recommended to the Company's Board of Directors that the CD&A be included in this Proxy Statement.

Dated: April 30, 2018

THE COMPENSATION COMMITTEE

Stephen T. Curwood, Chairman
William J. Moran
Linda A. Bell

EXECUTIVE COMPENSATION

Summary Compensation Table

(a) Name and Principal Position	(b) Year	(c) Salary ($)	(d) Bonus ($)	(e) Stock Awards ($)(2)	(f) Option Awards ($)	(g) Non-Equity Incentive Plan Compensation ($)(3)	(h) Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)	(i) All Other Compensation ($)	(j) Total ($)
Howard W. Lutnick, Chairman of the Board of Directors and Chief Executive Officer	2017(1)	1,000,000	—	682,290	—	14,000,000	—	—	15,682,290
	2016(1)	1,000,000	—	—	—	12,750,000	—	—	13,750,000
	2015(1)	1,000,000	—	—	—	11,750,000	—	—	12,750,000
Shaun D. Lynn, President	2017(1)	1,000,000	—	—	—	7,500,000	—	—	8,500,000
	2016(1)	1,000,000	—	—	—	7,250,000	—	—	8,250,000
	2015(1)	1,000,000	—	—	—	7,250,000	—	—	8,250,000
Stephen M. Merkel, Executive Vice President, General Counsel and Secretary	2017(1)	1,000,000	—	2,063,944	—	1,750,000	—	—	4,813,944
	2016(1)	1,000,000	—	2,437,598	—	1,750,000	—	—	5,187,598
	2015(1)	1,000,000	—	226,643	—	1,750,000	—	—	3,068,201
Sean A. Windeatt, Chief Operating Officer(4)	2017(1)	561,640	—	—	—	1,544,510	—	—	2,106,150
	2016(1)	503,240	—	—	—	1,069,385	—	—	1,572,625
	2015(1)	577,500	—	—	—	1,183,965	—	—	1,761,465
Steven R. McMurray, Chief Financial Officer(5)	2017(1)	456,332	117,008	—	—	666,948	—	—	1,240,288
	2016(1)	304,039	—	—	—	534,692	—	—	838,731

(1) The table includes all compensation paid on behalf of the Company as well as Newmark, where applicable. The table does not include matters for 2017, 2016 and 2015 discussed under the heading “Compensation Discussion and Analysis—Global Partnership Restructuring Program” because the shares granted in the Global Partnership Restructuring Program were fewer than the number of limited partnership units redeemed/exchanged, those units had been granted in partial payment of prior years’ Incentive Plan bonuses that had been reported at full notional value, and the partnership unit and cash payment adjustments described as part of the program were incidental adjustments required by the terms of the partnership unit agreements and the timing of the program in relation to distributions on units.

(2) Column (e) does not include the (i) 4,000,000 BGC Holdings NPSUs granted to Mr. Lutnick and 1,000,000 BGC Holdings NPSUs granted to Mr. Lynn in 2015; (ii) 1,500,000 BGC Holdings NPSUs granted to Mr. Lutnick, 3,000,000 BGC Holdings NPSUs granted to Mr. Lynn, 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel, and 75,000 BGC Holdings NPSUs granted to Mr. Windeatt in 2016; or (iii) 400,000 BGC Holdings NPSUs granted to Mr. Windeatt in 2017, in each case, because such BGC Holdings NPSUs do not represent a right to acquire shares of Class A common stock and had no grant date fair value for accounting purposes. Of the 4,000,000 BGC Holdings NPSUs granted to Mr. Lutnick in 2014, (i) 2,000,000 were in 2015 replaced by a total of 1,100,000 non-exchangeable BGC Holdings PSUs and 900,000 non-exchangeable BGC Holdings PPSUs; and (ii) 1,000,000 were in 2016 replaced by 720,000 non-exchangeable BGC Holdings PSUs and 280,000 non-exchangeable BGC Holdings PPSUs. Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel in 2014, (i) in 2015, 142,858 were replaced by 78,571 non-exchangeable BGC Holdings PSUs and 64,286 non-exchangeable BGC Holdings PPSUs, of which (a) 5,607 BGC Holdings PSUs and 4,588 BGC Holdings PPSUs were made exchangeable and repurchased by the Company at the average price of shares of our Class A common stock under our Controlled Equity Offering, less 2%, for an aggregate of $91,558; (b) 8,536 BGC Holdings PSUs were made exchangeable and repurchased by the Company at a price of $8.34 per share, the closing price of our Class A common stock on the date the Compensation Committee approved the transaction, for an aggregate of $71,190; and (c) 6,983 BGC Holdings PPSUs were made exchangeable and repurchased by the Company at a price of $9.15 per share, the closing price of our Class A common stock on December 31, 2014, for an aggregate $63,894, for a total aggregate of $226,643; and (ii) in 2016, 142,858 BGC Holdings NPSUs were replaced by 78,571 non-exchangeable BGC Holdings PSUs and 64,286 non-exchangeable BGC Holdings PPUs, of which (a) 60,103 BGC Holdings PSUs were made exchangeable and repurchased by the Company at a price of $6.51 per BGC Holdings PSU, for an aggregate of $391,270; and (b) 49,175 BGC Holdings PPSUs were made exchangeable and repurchased by the Company at a price of $6.51 per BGC Holdings PPSU, for an aggregate of $320,129, for a total aggregate of $711,399. The remaining 714,826 BGC Holdings NPSUs of the 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel in 2014 were surrendered by Mr. Merkel in 2016 (see "—NPSU Grants and Related Replacement and Exchange Right Grants").

Of the 4,000,000 BGC Holdings NPSUs granted to Mr. Lutnick in 2015, (i) in 2016, 1,000,000 were replaced by 550,000 non-exchangeable BGC Holdings PSUs and 450,000 non-exchangeable BGC Holdings PPSUs, and (ii) in 2017, 1,000,000 were replaced by 720,000 non-exchangeable BGC Holdings PSUs and 280,000 non-exchangeable BGC Holdings PPSUs. Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Lynn in 2015, in each of 2016, 2017 and 2018, 250,000 were replaced by 180,000 non-exchangeable BGC Holdings LPUs and 70,000 non-exchangeable BGC Holdings PLPUs for an aggregate of 540,000 non-exchangeable BGC Holdings LPUs and 210,000 non-exchangeable BGC Holdings PLPUs.

Of the 1,500,000 BGC Holdings NPSUs granted to Mr. Lutnick in 2016, in 2017, 375,000 were replaced by 270,000 non-exchangeable BGC Holdings PSUs and 105,000 non-exchangeable BGC Holdings PPSUs. Of the 2,000,000 BGC Holdings NPSUs granted to Mr. Lynn in 2016, in each of 2017 and 2018, 500,000 were replaced by 360,000 non-exchangeable BGC Holdings LPUs and 140,000 non-exchangeable BGC Holdings PLPUs for an aggregate of 720,000 non-exchangeable BGC Holdings LPUs and 280,000 non-exchangeable BGC Holdings PLPUs. Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel in 2016, (i) in 2016, 200,000 of such BGC Holdings NPSUs were replaced by (a) 110,000 non-exchangeable BGC Holdings PSUs,

which were made exchangeable and repurchased by the Company for an aggregate of $952,600, based on the closing price of $8.65 of our Class A common stock on November 7, 2016; and (b) 90,000 non-exchangeable BGC Holdings PPSUs, which were made exchangeable and repurchased by the Company for an aggregate of $773,599, at the weighted-average determination price of $8.60 per unit, for a total aggregate of $1,726,199; (ii) in 2017, 200,000 of such BGC Holdings NPSUs were replaced by (a) 110,000 non-exchangeable BGC Holdings PSUs, which were made exchangeable and repurchased by the Company at $11.06, the average price of shares of our Class A common stock under our Controlled Equity Offering, less 2%, for an aggregate of $1,216,911; and (b) 90,000 non-exchangeable BGC Holdings PPSUs, which were made exchangeable and repurchased by the Company for an aggregate of $847,033 at the weighted-average determination price of $9.41 per unit; and (iii) in 2018, (i) 200,000 of such BGC Holdings NPSUs were replaced by (a) 110,000 non-exchangeable BGC Holdings PSUs, which were made exchangeable and exchanged for cash by the Company at $12.79, the average price of shares of our Class A common stock sold under our Controlled Equity Offering on April 2, 2018, the date of such exchange, less 2%; and (b) 90,000 non-exchangeable BGC Holdings PPSUs, which were made exchangeable and exchanged for cash by the Company at the weighted-average determination price of $11.36 per unit, for a total aggregate cash proceeds of $2,428,921. Of the 75,000 BGC Holdings NPSUs granted to Mr. Windeatt in 2016, in each of 2017 and 2018, 18,750 were replaced by 13,500 non-exchangeable BGC Holdings LPUs and 5,250 non-exchangeable BGC Holdings PLPUs for an aggregate of 27,000 non-exchangeable BGC Holdings LPUs and 10,500 non-exchangeable BGC Holdings PLPUs. Of the 400,000 BGC Holdings NPSUs granted to Mr. Windeatt in 2017, in 2018 100,000 were replaced by 100,000 non-exchangeable BGC Holdings LPUs.

On February 16, 2018, pursuant to the standing policy for Mr. Lutnick, all of Mr. Lutnick's remaining BGC Holdings NPSUs were cancelled and replaced with BGC Holdings PSUs and BGC Holdings PPSUs as follows: 1,137,626 non-exchangeable BGC Holdings PSUs and 474,495 non-exchangeable BGC Holdings PPSUs, in replacement of 1,612,121 NPSUs, effective as of January 1, 2018.

The amount in column (e) for Mr. Lutnick for 2017 represents the gross value of 47,613 shares of our Class A Common Stock at a price of $14.33. Of the BGC Holdings NPSUs issued to Mr. Lutnick in 2017, 45,565 of such BGC Holdings NPSUs were previously cancelled and replaced by 45,565 BGC Holdings PSUs and 3,207 BGC Holdings PPSUs (having a determination price of $9.15). These units were included in the 2,348,479 BGC Holdings limited partnership units which were redeemed and cancelled on March 11, 2018 in exchange for an aggregate of a net 979,344 shares of our Class A Common Stock. See "2017 Lutnick Unit Redemption and Stock Grant." The remaining 2,299,707 BGC Holdings units (along with applicable Newmark Holdings units) which were cancelled and redeemed were BGC Holdings PSUs and BGC Holdings PPSUs which had been issued to Mr. Lutnick in connection with previous year-end compensation grants under the BGC Incentive Plan and were previously included under column (g) at full notional value for the applicable period.

The amount in column (e) for Mr. Merkel for (a) 2016 represents the aggregate of (i) $711,399 from the repurchases of exchangeable BGC Holdings PSUs/PPSUs relating to BGC Holdings NPSUs granted in 2014 and $1,726,199 from the repurchases of exchangeable BGC Holdings PSUs/PPSUs relating to BGC Holdings NPSUs granted in 2016 and (b) 2017 represents the aggregate of (i) $2,063,944 from the repurchases of exchangeable BGC Holdings PSUs/PPSUs relating to BGC Holdings NPSUs granted in 2016.

The amount in column (e) for Mr. Windeatt does not reflect a grant in 2017 of 100,000 BGC Holdings LPUs awarded in connection with the execution of the Windeatt Amendment because such BGC Holdings LPUs do not represent a right to acquire shares of Class A common stock and had no grant date fair value for accounting purposes. For more information on this grant and the previously mentioned 2017 grant of 400,000 BGC Holdings NPSUs to Mr. Windeatt, please see "—Potential Payments upon a Change in Control—Employment Agreements and Deeds of Adherence—Sean A. Windeatt Agreements."

Column (e) also does not include the fair value of grants of exchange rights to Mr. Lutnick in February 2016 with respect to 1,040,760 BGC Holdings PSUs and 851,530 BGC Holdings PPSUs pursuant to the standing policy because each of those BGC Holdings PSUs and BGC Holdings PPSUs was originally granted to Mr. Lutnick in partial payment of bonuses awarded to him under the Incentive Plan for prior years and reflected in column (g) of the table for each of those prior years at their full notional dollar values.

For each of the foregoing transactions that occurred in 2018, such transaction also applied to the ratable portion of the Newmark Holdings interests or units held in association with such replaced, exchanged or redeemed BGC Holdings NPSUs, non-exchangeable BGC Holdings PSUs, non-exchangeable BGC Holdings PPSUs, non-exchangeable BGC Holdings LPUs and/or non-exchangeable BGC Holdings PLPUs, as applicable.

(3) The amounts in column (g) reflect the bonus awards to the named executive officers under our Incentive Plan. For 2017, Mr. Lutnick's Incentive Plan bonus was $14,000,000 in the aggregate, paid $3,000,000 in cash and $11,000,000 in the form of 569,784 non-exchangeable BGC Holdings PSUs, 221,583 non-exchangeable BGC Holdings PPSUs, 194,284 non-exchangeable Newmark Holdings PSUs and 158,960 non-exchangeable Newmark Holdings PPSUs; Mr. Lynn's Incentive Plan bonus was paid $7,500,000 in the form of 776,979 non-exchangeable BGC Holdings LPUs and 302,158 non-exchangeable BGC Holdings PLPUs; Mr. Merkel's Incentive Plan bonus was $1,750,000 in the aggregate, paid in the form of 110,791 non-exchangeable BGC Holdings PSUs, 90,648 non-exchangeable BGC Holdings PPSUs, 12,954 non-exchangeable Newmark Holdings PSUs and 10,599 non-exchangeable Newmark Holdings PPSUs; Mr. Windeatt's Incentive Plan bonus was paid $1,544,510 (£1,100,000) in the form of 160,007 non-exchangeable BGC Holdings LPUs and 62,225 non-exchangeable BGC Holdings PLPUs; Mr. McMurray's Incentive Plan bonus was paid $105,308 in cash (£75,000) and $561,640 (£400,000) in the form of 58,185 non-exchangeable BGC Holdings LPUs and 22,627 non-exchangeable BGC Holdings PLPUs.

For 2016, Mr. Lutnick's Incentive Plan bonus was paid $3,000,000 in cash and $9,750,000 in the form of 634,146 non-exchangeable BGC Holdings PSUs and 246,612 non-exchangeable BGC Holdings PPSUs; Mr. Lynn's Incentive Plan bonus was paid $7,250,000 in the form of 471,545 non-exchangeable BGC Holdings LPUs and 183,379 non-exchangeable BGC Holdings PLPUs; Mr. Merkel's Incentive Plan bonus was paid $1,750,000 in the form of 86,947 non-exchangeable BGC Holdings PSUs and 71,138 non-exchangeable BGC Holdings PPSUs; Mr. Windeatt's Incentive Plan bonus was paid $1,069,385 (£850,000) in the form of 69,553 non-exchangeable BGC Holdings LPUs and 27,049 non-exchangeable BGC Holdings PLPUs; Mr. McMurray's Incentive Plan bonus was paid $534,692 (£425,000) in the form of 34,777 non-exchangeable BGC Holdings LPUs and 13,524 non-exchangeable BGC Holdings PLPUs.

For 2015, Mr. Lutnick's Incentive Plan bonus was paid $3,000,000 in cash and $8,750,000 in the form of 750,000 non-exchangeable BGC Holdings PSUs and 291,667 non-exchangeable BGC Holdings PPSUs; Mr. Lynn's Incentive Plan bonus was paid $7,250,000 in the form of 621,429 non-exchangeable BGC Holdings LPUs and 241,667 non-exchangeable BGC Holdings PLPUs; Mr. Merkel's Incentive Plan bonus was paid $1,750,000 in the form of 114,583 non-exchangeable BGC Holdings PSUs and 93,750 non-exchangeable BGC Holdings PPSUs; Mr. Windeatt's Incentive Plan bonus was paid $1,183,965 (£850,000) in the form of 105,188 non-exchangeable BGC Holdings LPUs and 40,906 non-exchangeable BGC Holdings PLPUs.

(4) For 2017, Mr. Windeatt's base salary was £400,000, and the $561,640 base salary reflected in the table was calculated using an exchange rate of 1.4041, the exchange rate in effect as of February 16, 2018. For 2016, Mr. Windeatt's base salary was £400,000, and the $503,240 base salary reflected in the table was calculated using an exchange rate of 1.2581, the exchange rate in effect as of January 31, 2017. For 2015, Mr. Windeatt's base salary was £400,000, and the $577,500 base salary reflected in the table was calculated using an exchange rate of 1.44375, the exchange rate in effect as of February 11, 2016.

(5) Mr. McMurray commenced his employment as CFO of the Company on April 4, 2016. For 2016, Mr. McMurray's base salary was £325,000, and the $304,039 salary reflected in the table was his salary from April 4, 2016 through December 31, 2017, calculated using an exchange rate of 1.2581, the exchange rate in effect as of January 31, 2017. In 2017 Mr. McMurray received a sign-on bonus of £83,333, and the bonus of $117,008 reflected in the table was calculated using an exchange rate of 1.4041, the exchange rate in effect as of February 16, 2018.

Grants of Plan-Based Awards

The following table shows all grants of plan-based awards to the named executive officers in 2017:

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
		Estimated Possible Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards						
Name	Grant Date	Threshold ($)	Target ($)	Maximum ($)(1)	Threshold (#)	Target (#)	Maximum (#)	All Other Grant Awards: Number of Shares of Stock or Units (#)(2)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($/Sh)	Grant Date Fair Value of Stock and Option Awards ($)(2)
Howard W. Lutnick	1/1/17	—	—	25,000,000	—	—	—	47,613	—	—	682,290
Shaun D. Lynn	1/1/17	—	—	25,000,000	—	—	—	—	—	—	—
Stephen M. Merkel	1/1/17	—	—	25,000,000	—	—	—	200,000	—	—	2,428,921
Sean A. Windeatt	1/1/17	—	—	25,000,000	—	—	—	—	—	—	—
Steven R. McMurray	1/1/17	—	—	25,000,000	—	—	—	—	—	—	—

(1) The amounts in column (e) reflect the maximum possible individual payment under our Incentive Plan. During 2017, there were no specific minimum and target levels under the Incentive Plan. The $25,000,000 maximum amount was the maximum annual amount available for payment to any one executive officer under the Incentive Plan for 2017, and our Compensation Committee retained negative discretion to award less than this amount even if the Performance Goals were met. Actual amounts paid to each named executive officer for 2017 are set forth in column (g) of the Summary Compensation Table.

(2) Columns (i) and (l) do not include the 400,000 BGC Holdings NPSUs or the 100,000 BGC Holdings LPSUs granted to Mr. Windeatt in 2017, because such units do not represent a right to acquire shares of Class A common stock and they had no grant date fair value for accounting purposes.

Of the 1,500,000 BGC Holdings NPSUs granted to Mr. Lutnick in 2016, in 2017, 375,000 were replaced by 270,000 non-exchangeable BGC Holdings PSUs and 105,000 non-exchangeable BGC Holdings PPSUs. On February 16, 2018, pursuant to the standing policy for Mr. Lutnick, all of Mr. Lutnick's remaining BGC Holdings NPSUs were cancelled and replaced with BGC Holdings PSUs and BGC Holdings PPSUs as follows: 1,137,626 non-exchangeable BGC Holdings PSUs and 474,495 non-exchangeable BGC Holdings PPSUs, in replacement of 1,612,121 BGC Holdings NPSUs, effective as of January 1, 2018.

Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Lynn in 2015, in each of 2016, 2017 and 2018, 250,000 were replaced by 180,000 non-exchangeable BGC Holdings LPUs and 70,000 non-exchangeable BGC Holdings PLPUs for an aggregate of 540,000 non-exchangeable BGC Holdings LPUs and 210,000 non-exchangeable BGC Holdings PLPUs. Of the 2,000,000 BGC Holdings NPSUs granted to Mr. Lynn in 2016, in each of 2017 and 2018, 750,000 were replaced by 360,000 non-exchangeable BGC Holdings LPUs and 140,000 non-exchangeable BGC Holdings PLPUs for an aggregate of 720,000 non-exchangeable BGC Holdings LPUs and 280,000 non-exchangeable BGC Holdings PLPUs.

Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel in 2014, in 2016, 142,858 BGC Holdings NPSUs were replaced by 78,571 non-exchangeable BGC Holdings PSUs and 64,286 non-exchangeable BGC Holdings PPUs, of which (a) 60,103 BGC Holdings PSUs were made exchangeable and repurchased by the Company at a price of $6.51 per unit, for an aggregate of $391,270; and (b) 49,175 BGC Holdings PPSUs were made exchangeable and repurchased by the Company at a price of $6.51 per unit, for an aggregate of $320,129, for a total aggregate of $711,399. Of the 1,000,000 BGC Holdings NPSUs granted to Mr. Merkel in 2016, (i) in 2016, 200,000 of such BGC Holdings NPSUs were replaced by (a) 110,000 non-exchangeable BGC Holdings PSUs, which were made exchangeable and repurchased by the Company for an aggregate of $952,600, based on the closing price of $8.65 of our Class A common stock on November 7, 2016; and (b) 90,000 non-exchangeable BGC Holdings PPSUs, which were made exchangeable and repurchased by the Company for an aggregate of $773,599, at the weighted-average determination price for $8.60 per unit, for a total aggregate of $1,726,199; (ii) in 2017, 200,000 of such BGC Holdings NPSUs were replaced by (a) 110,000 non-exchangeable BGC Holdings PSUs, which were made exchangeable and repurchased by the Company at $11.06, the average price of shares of our Class A common stock under our Controlled Equity Offering, less 2%, for an aggregate of $1,216,911, and (b) 90,000 non-exchangeable BGC Holdings PPSUs, which were made exchangeable and repurchased by the Company for an aggregate of $847,033, at the weighted-average determination price $9.41 per unit; and (iii) in 2018, 200,000 of Mr. Merkel's non-exchangeable BGC Holdings PSUs were made exchangeable and exchanged by the Company at $12.79, which was the average price per unit of the sale proceeds of shares of our Class A common stock under our Controlled Equity Offering on April 2, 2018, which was the date of such exchange, less 2%, totaling $1,406,521, and (b) 90,000 non-exchangeable BGC Holdings PPSUs were made exchangeable and exchanged by the Company at the weighted-average determination price of $11.36 per unit, totaling $1,022,400, for a total aggregate amount of $2,428,921.

Of the 75,000 BGC Holdings NPSUs granted to Mr. Windeatt in 2016, in 2017, 18,750 were replaced by 13,500 non-exchangeable BGC Holdings LPUs and 5,250 non-exchangeable BGC Holdings PLPUs and in 2018 18,750 of

Mr. Windeatt's BGC Holdings NPSUs were replaced with 13,500 non-exchangeable BGC Holdings LPUs and 5,250 non-exchangeable BGC Holdings PLPUs.

For each of the foregoing transactions that occurred in 2018, such transaction also applied to the ratable portion of the Newmark Holdings interests or units held in association with such exchanged or redeemed non-exchangeable BGC Holdings PSUs, non-exchangeable BGC Holdings PPSUs, non-exchangeable BGC Holdings LPUs and/or non-exchangeable BGC Holdings PLPUs, as applicable.

Outstanding Equity Awards at Fiscal Year End

None of the named executive officers held any unexercised options as of December 31, 2017. The following table shows all exchangeable units representing a right to acquire shares of our Class A common stock held by each of the named executive officers as of December 31, 2017:

	Option Awards					Grant Awards			
(a) Name	(b) Number of Securities Underlying Unexercised Options/ Exchangeable Units Exercisable/ Exchangeable (#)(1)(2)	(c) Number of Securities Underlying Unexercised Options/ Exchangeable Units Unexercisable/ Unexchangeable (#)(3)	(d) Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	(e) Option Exercise Price ($)(1)	(f) Option Expiration Date	(g) Number of Shares or Units of Stock That Have Not Vested (#)	(h) Market Value of Shares or Units of Stock That Have Not Vested	(i) Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	(j) Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)
Howard W. Lutnick	1,040,761	—	—	—	—	—	—	—	—
	—	—	—	—	—	—	—	—	—
Shaun D. Lynn	—	—	—	—	—	—	—	—	—
Stephen M. Merkel	—	—	—	—	—	—	—	—	—
Sean A. Windeatt	—	—	—	—	—	—	—	—	—
Steven McMurray	—	—	—	—	—	—	—	—	—

(1) Column (b) represents 1,040,761 exchangeable BGC Holdings PSUs held by Mr. Lutnick as of December 31, 2017. These exchangeable BGC Holdings PSUs may be exchanged at any time on a 1:1 basis for shares of BGC's Class A common stock, so long as they are exchanged together with the ratable portion of Newmark Holdings units that Mr. Lutnick holds in association with such BGC Holdings PSUs. As of December 29, 2017, the closing market price of a share of our Class A common stock was $15.11.

(2) Column (b) does not include 851,531 exchangeable BGC Holdings PPSUs and 387,059 exchangeable the Newmark Holdings PPSUs held by Mr. Lutnick as of December 31, 2017 because they do not represent a right to acquire shares of our Class A common stock. These PPSUs are exchangeable for cash in connection with the exchange of the related PPSUs for shares based upon the applicable determination price of each grant of PPSUs, which had a weighted-average determination price of $3.58 for the BGC Holdings PPSUs and $7.27 for the Newmark Holdings PPSUs, respectively, for an aggregate of $5,983,148.

Non-exchangeable BGC Holdings PSUs or LPUs held as of December 31, 2017 that are eligible to be granted exchange rights into our Class A common stock were as follows: Mr. Lutnick: 7,324,996 BGC Holdings PSUs, Mr. Lynn: 6,923,448 BGC Holdings LPUs; Mr. Merkel: 430,196 BGC Holdings PSUs; Mr. Windeatt: 435,918 BGC Holdings LPUs; Mr. McMurray: 15,813 BGC Holdings LPUs.

BGC Holdings NPSUs held as of December 31, 2017 that are eligible to be replaced by non-exchangeable BGC Holdings PSUs/PPSUs or LPUs/PLPUs, which in turn would be eligible to be granted exchange rights for shares of our Class A common stock or cash, were as follows: Mr. Lutnick: 3,800,000 BGC Holdings NPSUs; Mr. Lynn: 2,750,000 BGC Holdings NPSUs; Mr. Merkel: 0 BGC Holdings NPSUs; Mr. Windeatt: 456,250 BGC Holdings NPSUs; Mr. McMurray: 0 BGC Holdings NPSUs.

Each of such BGC Holdings units listed above held prior to the Newmark IPO and separation was issued 0.454545 related Newmark Holdings units in connection with the separation and distribution agreement, as described in "Certain Relationships and Related Transactions—Transactions with and Related to Newmark—Separation and Distribution Agreement."

(3) Column (c) does not include 1,061,458 non-exchangeable BGC Holdings PPSUs held by Mr. Lutnick, 1,135,734 non-exchangeable BGC Holdings PLPUs held by Mr. Lynn, 319,693 non-exchangeable BGC Holdings PPSUs held by Mr. Merkel or 111,717 non-exchangeable BGC Holdings PLPUs held by Mr. Windeatt or 6,150 non-exchangeable BGC Holdings PLPUs held by Mr. McMurray as of December 31, 2017 because they did not represent a right to acquire shares of our Class A common stock. Each of such BGC Holdings units held prior to the Newmark IPO and separation was issued 0.454545 related Newmark Holdings units in connection with the separation and distribution agreement, as described in "Certain Relationships and Related Transactions – Transaction with and Related to Newmark – Separation and Distribution Agreement."

Option Exercises and Stock Vested

During 2017, Mr. Lutnick exercised options as described in the table below. No options were exercised by and no stock vested for any of the other named executive officers.

	Option Awards	
(a) Name	(b) Number of Shares acquired on exercise (#)[1]	(c) Value Realized on exercise ($) Unexercisable
Howard W. Lutnick	1,000,000	5,420,000

(1) During 2017, Mr. Lutnick exercised employee stock options through net exercise on November 29, 2017 with respect to 1,000,000 shares of our Class A common stock at an exercise price of $10.82 per share. The closing price of a share of our Class A common stock on November 29, 2017 was $16.24. The net exercises of such options resulted in 147,448 shares of our Class A common stock being issued to Mr. Lutnick.

Potential Payments upon Change in Control

The following table provides information regarding the estimated amounts payable to the named executive officers listed below, upon either termination or continued employment if such change in control had occurred on December 31, 2017 under their change in control and other agreements, described below, in effect on December 31, 2017 (including NPSUs granted and Incentive Plan and other bonuses and commissions paid during and with respect to the year ended December 31, 2017). The amounts are determined, where applicable, using the $15.11 closing market price of our Class A common stock as of December 29, 2017. All amounts, including estimated tax gross-up payments, are subject to the specific terms and conditions set forth in the applicable change of control or other agreements and applicable law:

Name	Base Salary ($)	Bonus ($)	Vesting of Equity Compensation ($)(1)	Welfare Benefit Continuation ($)	Tax Gross-Up Payment ($)(2)	Total ($)
Howard W. Lutnick						
Termination of Employment	2,000,000(3)	28,000,000(3)	—	52,035	17,752,687	47,804,722
Extension of Employment	1,000,000(3)	14,000,000(3)	—	—	7,549,993	22,549,993
Shaun D. Lynn						
Termination of Employment	2,000,000	15,000,000	—	32,825	—	17,032,825
Extension of Employment	1,000,000	7,500,000	—	—	—	8,500,000
Stephen M. Merkel						
Termination of Employment	2,000,000	3,500,000	—	52,035	2,880,560	8,432,595
Extension of Employment	1,000,000	1,750,000	—	—	1,010,067	3,760,067
Sean A. Windeatt						
Termination of Employment	1,128,080 (4)	3,102,220(4)	—	20,440	—	4,250,740
Extension of Employment	564,040 (4)	1,551,110(4)	—	—	—	2,115,150

(1) Upon a change in control at December 31, 2017, Messrs. Lutnick, Lynn, and Merkel would have had the right to receive (i) the replacement of any NPSUs with non-exchangeable BGC Holdings PSUs/PPSUs or LPUs/PLPUs, and such non-exchangeable BGC Holdings PSUs/PPSUs, for Messrs. Lutnick and Merkel, and LPUs/PLPUs, in the case of Mr. Lynn (other than the Lynn 2016 NPSUs, defined below), would then be granted immediately exchangeable exchange rights in accordance with clause (ii); (ii) grants of immediately exchangeable exchange rights with respect to any non-exchangeable limited partnership units that would be eligible to be granted exchange rights held by them immediately prior to a change in control (other than the Lynn 2016 NPSUs); and (iii) the immediate lapse of any restrictions on transferability of any shares of restricted stock held by them at such time. With respect to the Lynn 2016 NPSUs, upon a change in control at December 31, 2017, Mr. Lynn would have the right to receive the replacement of NPSUs with non-exchangeable BGC Holdings LPUs and grants of exchange rights at the times and over the periods described below under "Employment Agreements and Deeds of Adherence—Shaun D. Lynn Agreements." Upon a change in control at December 31, 2017, Mr. Windeatt would have the rights to receive (ii) and (iii) above. With respect to any transactions effected to vest equity compensation initially received in BGC Holdings interests or units, such transactions would also apply to the ratable portion of Newmark Holdings interests or units that Messrs. Lutnick, Lynn, Merkel and Windeatt may hold at that time in association with such BGC Holdings interests or units, as applicable.

At December 31, 2017, Messrs. Lutnick, Lynn, Merkel and Windeatt held the following numbers of such BGC Holdings non-exchangeable partnership units (including PSUs or LPUs and NPSUs that would be replaced with PSUs/PPSUs or LPUs/PLPUs): Mr. Lutnick: 11,124,996 units; Mr. Lynn: 9,673,448 units; Mr. Merkel: 430,196 units; and Mr. Windeatt: 892,168 units. Based on the closing price of the BGC Class A common stock of $15.11 on December 29, 2017, the aggregate value of the shares and cash underlying such grants for each such person would have been as follows: Mr. Lutnick: $168,098,690; Mr. Lynn: $146,165,799; Mr. Merkel: $6,500,262; and Mr. Windeatt: $13,480,568.

At December 31, 2017, Messrs. Lutnick, Lynn, Merkel and Windeatt held the following numbers of non-exchangeable BGC Holdings PPSUs/PLPUs: Mr. Lutnick: 1,061,458 non-exchangeable BGC Holdings PPSUs and 482,480 non-exchangeable Newmark Holdings PPSUs; Mr. Lynn: 1,135,734 non-exchangeable BGC Holdings PLPUs and 516,242 non-exchangeable Newmark Holdings PLPUs; Mr. Merkel: 319,693 non-exchangeable BGC Holdings PPSUs and 45,315 non-exchangeable Newmark Holdings PPSUs; Mr. Windeatt: 111,717 non-exchangeable BGC Holdings PLPUs and 50,780 non-exchangeable Newmark Holdings PLPUs. Based on the applicable determination price of each grant of the BGC Holdings or Newmark Holdings PPSUs or PLPUs, as applicable, the cash value underlying such exchange rights would have been $5,099,193 with respect to of the non-exchangeable BGC Holdings PPSUs and $4,899,224 with respect to the non-exchangeable Newmark Holdings PPSUs for Mr. Lutnick; $5,120,9154 with respect to non-exchangeable BGC Holdings PLPUs and $4,920,094 with respect to the non-exchangeable Newmark Holdings PLPUs for Mr. Lynn; $1,672,524 with respect to the non-exchangeable BGC Holdings PPSUs and $ 1,606,935 with respect to the non-exchangeable Newmark Holdings PPSUs for Mr. Merkel; and $509,133

with respect to the non-exchangeable BGC Holdings PLPUs and $ 462,850 with respect to the non-exchangeable Newmark Holdings PLPUs for Mr. Windeatt.

In each case, the units exclude any units subject to redemption for zero or for cash in accordance with applicable agreements. See "—Change in Control Agreements below."

As of December 31, 2017, Messrs. Lutnick, Lynn, Merkel and Windeatt did not hold any shares of BGC restricted stock or any shares of Newmark restricted stock.

For each of the non-exchangeable BGC Holdings PSUs, non-exchangeable BGC Holdings PPSUs, non-exchangeable BGC Holdings LPUs and/or non-exchangeable BGC Holdings PLPUs received prior to December 13, 2017, all amounts also include the ratable portion of the Newmark Holdings interests of units held in association with such non-exchangeable BGC Holdings PSUs, non-exchangeable BGC Holdings PPSUs, non-exchangeable BGC Holdings LPUs and/or non-exchangeable BGC Holdings PLPUs, as applicable. In addition, for any transaction, including redemptions, repurchases or exchanges, to be effected with respect to any such BGC Holdings unit, such transaction must also apply to the ratable portion of the Newmark Holdings interests or units held in association with such non-exchangeable BGC Holdings PSUs, non-exchangeable BGC Holdings PPSUs, non-exchangeable BGC Holdings LPUs and/or non-exchangeable BGC Holdings PLPUs of, as applicable.

(2) Each of Messrs. Lutnick and Merkel is also entitled to a tax gross-up for excess parachute payments, if any, that would be due in respect of the impact a change in control would have on certain of their outstanding partnership units. Based on the vesting in footnote (1), on either a termination of employment or an extension of employment, these amounts, if any, would be estimated to be $121,138,013 for Mr. Lutnick and $6,651,967 for Mr. Merkel.

(3) For 2017, Mr. Lutnick's base salary was $1,000,000 representing $500,000 in base salary being allocated to BGC and $500,000 in base salary being allocated to Newmark. Similarly, Mr. Lutnick's bonus for 2017 was $14,000,000, of which 50% was allocated to each of BGC and Newmark. Mr. Lutnick's potential payments upon a change in control are governed by agreements relating to change in control with both BGC and Newmark and unless otherwise noted, 50% of Mr. Lutnick's potential payments upon a change in control would be allocated to BGC and 50% would be allocated to Newmark, based upon his approximate time spent on BGC and Newmark matters, respectively.

(4) For 2017, Mr. Windeatt's base salary was £400,000 and his bonus was £1,100,000. The $564,040 base salary and $1,551,110 bonus reflected in the table were calculated using an exchange rate of 1.4101, the exchange rate in effect as of February 16, 2018.

Change in Control Agreements

On August 3, 2011, each of Messrs. Lutnick and Merkel entered into an amended and restated Change in Control Agreement with us, which we refer to as the "Change in Control Agreements," providing that, upon a change in control, all stock options, RSUs, restricted stock, and other awards based on shares of Class A common stock held by them immediately prior to such change in control shall vest in full and become immediately exercisable, and all limited partnership units in BGC Holdings shall, if applicable, vest in full and be granted immediately exchangeable exchange rights for shares of Class A common stock. The amended and restated Change in Control Agreements also clarify the provisions relating to the continuation of medical and life insurance benefits for two years following termination or extension of employment, as applicable.

Under the Change in Control Agreements, if a change in control of the Company occurs (which will occur in the event that Cantor or one of its affiliates ceases to have a controlling interest in us) and Mr. Lutnick or Mr. Merkel elects to terminate his employment with us, such executive officer will receive in a lump sum in cash an amount equal to two times his annual base salary and the annual bonus paid or payable by us for the most recently completed year, including any bonus or portion thereof that has been deferred, and receive medical benefits for two years after the termination of his employment (provided that, if Mr. Lutnick or Mr. Merkel becomes re-employed and is eligible to receive medical benefits under another employer-provided plan, the former medical benefits will be secondary to the latter). If a change in control occurs and Mr. Lutnick or Mr. Merkel does not so elect to terminate his employment with us, such executive officer will receive in a lump sum in cash an amount equal to his annual base salary and the annual bonus paid or payable for the most recently completed fiscal year, including any bonus or portion thereof that has been deferred, and receive medical benefits, provided that in the event that, during the three-year period following the change in control, such executive officer's employment is terminated by us (other than by reason of his death or disability), he will receive in a lump sum in cash an amount equal to his annual base salary and the annual bonus paid or payable for the most recently completed fiscal year, including any bonus or portion thereof that has been deferred. The Change in Control Agreements further provide for certain tax gross-up payments, provide for no duty of Mr. Merkel or Mr. Lutnick to mitigate amounts due by seeking other employment and provide for payment of legal fees and expenses as a result of any dispute with respect to the Agreements. The Change in Control Agreements further provide for indemnification of Mr. Lutnick and Mr. Merkel in connection with a challenge thereof. In the event of death or disability, or termination in the absence of a change in control, such executive officer will be paid only his accrued salary to the date of death, disability, or termination. The Change in Control Agreements are terminable by the Company upon two years' advance notice on or after April 1, 2018.

Lutnick Newmark Change in Control Agreement

Upon the completion of Newmark's IPO, Mr. Lutnick entered into a Change in Control Agreement with Newmark (which we refer to as the "Newmark Change in Control Agreement") that is substantially similar to his change in control agreement with the Company. The Newmark Change in Control Agreement provides that, upon a change in control of Newmark, all stock options, RSUs, restricted stock, and other awards based on shares of Newmark's Class A common stock held by him immediately prior to such change in control shall vest in full and become immediately exercisable, and all limited partnership units in Newmark Holdings shall, if applicable, vest in full and be granted immediately exchangeable exchange rights for shares of Newmark's Class A common stock. The Newmark Change in Control Agreement also contains provisions relating to the continuation of medical and life insurance benefits for two years following termination or extension of employment, as applicable.

Under the Newmark Change in Control Agreement, if a change in control of Newmark occurs (which will occur in the event that none of Cantor or any of its affiliates, including the Company, has a controlling interest in Newmark) and Mr. Lutnick elects to terminate his employment with Newmark upon the change in control pursuant to a written notice of his resignation provided at any time prior to the change in control, he will receive in a lump sum in cash an amount equal to two times the sum of his annual base salary and his prior year's annual bonus, in each case as was allocated to Newmark, and receive medical benefits for two years after the

termination of his employment (provided that, if Mr. Lutnick becomes re-employed and is eligible to receive medical benefits under another employer-provided plan, the former medical benefits will be secondary to the latter). If a change in control occurs and Mr. Lutnick does not so elect to terminate his employment with Newmark, he will receive in a lump sum in cash an amount equal to his annual base salary and his prior year's annual bonus, in each case as was allocated to Newmark, and receive medical benefits, provided that in the event that, during the three-year period following the change in control, his employment is terminated by Newmark (other than by reason of his death or disability), he will receive in a lump sum in cash an

amount equal to his annual base salary and his prior year's annual bonus, in each case as was allocated to Newmark. The Newmark Change in Control Agreement further provides for (i) certain tax gross-up payments, (ii) no duty of Mr. Lutnick to mitigate amounts due by seeking other employment and (iii) payment of legal fees and expenses as a result of any dispute with respect to the Newmark Change in Control Agreement. The Newmark Change in Control Agreement further provides for indemnification of Mr. Lutnick in connection with a challenge thereof. In the event of death or disability, or termination in the absence of a change in control, Mr. Lutnick will be paid only his accrued salary, as was allocated to Newmark, to the date of death, disability, or termination. The Newmark Change in Control Agreement will be terminable by Newmark upon two years' advance notice on or after the 10-year anniversary of the closing of the Newmark IPO.

Employment Agreements and Deeds of Adherence

In December 2012, Messrs. Lynn and Windeatt, our executive officers who were resident in the U.K., as well as many of our other former employees in the U.K., became members of the U.K. Partnership. In April 2016 Mr. McMurray was appointed our Chief Financial Officer and became a member of the U.K. Partnership at that time. Messrs. Lynn, Windeatt and McMurray also continue to serve as our executive officers, though it is intended that the majority of their day-to-day activities will be performed as members of the U.K. Partnership.

As members of the U.K. Partnership, members render services to us as partners following their execution of Deeds of Adherence to the U.K. Partnership. Members receive Allocated Monthly Advance Drawings, which we refer to as "Drawings," which are comparable to the salary payments under prior employment agreements, and are eligible for discretionary allocations of the U.K. Partnership's profits. Any such Drawings or allocations, as well as any equity or partnership grants, are subject to the direction and control of our Compensation Committee and, in the case of allocations and equity or partnership grants, are made under the Incentive Plan, the Equity Plan, or the Participation Plan. Upon termination of their employment contracts, members in the U.K. have their outstanding PSUs redeemed.

In connection with their participation in the U.K. Partnership, U.K. members are issued BGC Holdings LPUs and BGC Holdings PLPUs. The U.K. Partnership is intended to improve the flexibility of our operating model in the U.K. and also to make certain benefits available to us and the relevant individuals from a U.K. employment, tax and regulatory perspective. We intend that BGC Holdings LPUs and BGC Holdings PLPUs, and NPSUs that may be replaced by BGC Holdings LPUs/PLPUs, will be used for the benefit of the U.K. Partnership members in future periods. Our Compensation Committee continues to review the performance and determine the compensation of the U.K. executive officers under its compensation philosophy and processes.

Shaun D. Lynn Agreements

Mr. Lynn entered into an employment agreement with BGC Brokers L.P. on March 31, 2008, as amended on March 26, 2010 and August 3, 2011, which we refer to as the "Lynn Employment Agreement." The Lynn Employment Agreement had an initial six-year term and was subject to automatic extension for successive periods of one year each on the same terms and conditions unless either BGC Brokers or Mr. Lynn provided notice of non-renewal.

On December 31, 2012, Mr. Lynn's employment with BGC Brokers terminated, and he executed a deed of adherence as a member of the U.K. Partnership. Mr. Lynn continues to serve as President of BGC Partners and serve as an officer and director of various subsidiaries.

Effective as of January 7, 2013, Mr. Lynn executed an amended and restated deed of adherence to the U.K. Partnership, which we refer to as the "Old Lynn Deed." Under the Old Lynn Deed, Mr. Lynn's membership in the U.K. Partnership was for a minimum initial period ending March 31, 2014 and was subject to extension for successive periods of one year each on the same terms and conditions unless either the U.K. Partnership or Mr. Lynn provides notice of non-renewal. In March 2013, the Old Lynn Deed was amended to provide for termination on 12-months' notice.

Pursuant to the Old Lynn Deed (and pursuant to the New Lynn Deed, as defined below), Mr. Lynn is entitled to certain payments in amounts that are comparable to those that he was paid under the Lynn Employment Agreement, including Drawings in the aggregate amount of $1,000,000 per year ($83,333 per month), which shall be reviewed by the Compensation Committee annually. Mr. Lynn is also eligible for additional allocations of the U.K. Partnership's profits, subject to the approval of the Compensation Committee, comparable to his bonus award opportunities under the Lynn Employment Agreement. Any such additional allocation is subject to the satisfactory achievement by Mr. Lynn of such performance goals as may be established by the Compensation Committee under the Incentive Plan, the Equity Plan, or the Participation Plan, in its discretion from time to time, and the target allocation for each annual financial period is 300% of his aggregate Drawings for such period. To the extent that Mr. Lynn is eligible to receive a U.K. Partnership allocation, the first $1,000,000 of such allocation shall be paid in cash, with the remainder, if any, to be paid in cash or a contingent non-cash grant, as determined by the Compensation Committee, which could be in the form of LPUs, PLPUs or other BGC Holdings

partnership units or award types with a value to be determined by reference to the closing price of the Company's Class A common stock on the date of grant. For 2016, Mr. Lynn waived the provision requiring that the first $1,000,000 of such allocation be paid in cash.

Effective December 14, 2016, Mr. Lynn executed a new amended and restated deed of adherence to the U.K. Partnership (the "New Lynn Deed"). The Compensation Committee approved the New Lynn Deed and a related letter agreement, dated December 14, 2016 (the "Lynn Letter Agreement"), providing for a grant to Mr. Lynn of 1,000,000 BGC Holdings NPSUs (the "Lynn 2016 NSPUs") and 3,500,000 BGC Holdings LPUs effective as of October 1, 2016 as described above.

The New Lynn Deed provides for substantially similar terms to the Old Lynn Deed, except that (i) the 52-week rolling notice period has been replaced with a fixed-term contract expiring March 31, 2023, with a 24-month advance rolling notice period; (ii) the term of the restrictive covenants in the Old Lynn Deed has been extended from 18 months to two years; (iii) the profit allocation payable to Mr. Lynn in the event of a termination due to illness or injury will be based on a pro rata portion of the profit allocation for the prior year; and (iv) the profit allocation payable in the event of the death of Mr. Lynn will be payable to his estate all in cash, with the Compensation Committee taking into consideration the portion of the year served and the profit allocation which might have paid to Mr. Lynn in the event that he had survived.

Further, on or about each October 1 of 2017 through 2020, pursuant to the Lynn Letter Agreement, the Partnership shall grant an aggregate award of 250,000 non-exchangeable BGC Holdings LPUs in replacement of 250,000 of the Lynn 2016 NPSUs, provided that (i) the Company, inclusive of all affiliates thereof, earns, in the aggregate, at least $5 million in gross revenues in the calendar quarter in respect of which the applicable award of LPUs is to be granted, and (ii) except in the event of Mr. Lynn's death prior to the applicable grant date, Mr. Lynn remains a member in the U.K. Partnership and has complied at all times with the New Lynn Deed and the Partnership Agreement, as of the applicable grant date. The LPUs shall be subject to customary adjustments due to membership in the U.K. Partnership upon their exchange or redemption (e.g., 9.75% cancellation/forfeiture upon exchange).

In the event of a change in control of the U.K. Partnership (which will occur if BGC Partners, Inc. is no longer controlled by Cantor or a person or entity controlled by, controlling or under common control with Cantor), the individual or entity that acquires control would have the option to either extend the term of Mr. Lynn's membership in the U.K. Partnership for a period of three years from the date the change in control took effect (if the remaining term of the New Lynn Deed at the time of the change in control is less than three years), or to terminate Mr. Lynn's membership. If the membership period is extended, Mr. Lynn will be entitled to receive an amount equal to his aggregate Profit Allocation under the New Lynn Deed for the most recent full Financial Period (the "Aggregate Profit Allocation Account"), in addition to any other profit allocation that he may be entitled to receive under the New Lynn Deed. In addition, in the event that Mr. Lynn remains a member in the U.K. Partnership on the second anniversary of the change in control (unless he is not engaged on such date solely as a result of termination by the continuing company under circumstances that constitute a fundamental breach of contract by it) and has not materially breached the New Lynn Deed, Mr. Lynn will receive an additional payment of the Aggregate Profit Allocation Account. If Mr. Lynn's membership is terminated, he is entitled to receive two times his Aggregate Profit Allocation Amount under the New Lynn Deed for the most recent full financial period in full and final settlement of all claims. In each case, if applicable, he will receive full vesting and immediate exchangeability of all options, RSUs, restricted stock, LPUs, PLPUs and any other BGC Holdings partnership units (unless otherwise provided in the applicable award agreement and including any such awards or units issued to him in connection with or related to such change in control). He is also entitled to welfare benefit continuation for two years and a pro rata discretionary profits allocation for the year of termination. The New Lynn Deed also contains provisions with respect to suspension, consequences of removal, payments in the event of illness or disability and various restrictive covenants.

Also in the event of a change of control of the U.K. Partnership at any time while Mr. Lynn is providing substantial services to the Company or an affiliate thereof (the "Change of Control"), the Partnership shall grant exchangeable LPUs in replacement of any of the above Lynn 2016 NPSUs then held by Mr. Lynn, and any of such non-exchangeable BGC Holdings LPUs then held by Mr. Lynn shall become exchangeable for shares of the Company's Class A common stock as follows: (a) in a lump sum following (i) the third anniversary of the Change of Control if Mr. Lynn continuously provides substantial services (as an employee, member, partner, consultant, or otherwise) to the Company, any of the individual(s) or entity(ies) which acquire(s) control of the Company (the "Controller"), or any affiliate thereof for the three years after the Change of Control, or (ii) the date the Controller permanently terminates Mr. Lynn's services in all capacities to the Company, the Controller, and all affiliates thereof prior to the third anniversary of the Change of Control if the circumstances amount to a fundamental breach of contract by the Controller as determined by a court of competent jurisdiction, or (b) ratably on or about the first through third anniversaries following the Change of Control if the Controller permanently terminates Mr. Lynn's services in all capacities to the Company, the Controller, and all affiliates thereof prior to the third anniversary of the Change of Control unless (a)(ii) above applies. These rights are subject to compliance by Mr. Lynn with certain terms and conditions set forth in the applicable agreements, including not engaging in Competitive Activity (as such term is defined under the Partnership Agreement) at any time prior to the applicable grant of exchangeability. The grant of exchangeability with respect to such LPUs will be determined in accordance with the Company's practices when determining discretionary bonuses or awards, and any grants of exchangeability shall be subject to the approval of the Compensation Committee.

In addition, the Compensation Committee approved a separate consultancy agreement between Mr. Lynn and the U.K. Partnership, dated December 14, 2016, under which Mr. Lynn will be paid a fee of $20,833.33 per month ($250,000 per year) for his services, commencing upon the termination of his membership in the U.K. Partnership until the earlier of five years following such termination or such time as the U.K. Partnership chooses to terminate the engagement (the "Lynn Consultancy Agreement"). The Lynn Consultancy Agreement subjects Mr. Lynn to substantially the same two-year restrictive covenants as in the New Lynn Deed subsequent to his consultancy termination.

Sean A. Windeatt Agreements

Mr. Windeatt originally had a standard employment agreement with BGC Brokers pursuant to which he was initially paid £200,000 per year. His base salary was raised to £275,000 as of January 1, 2010, £325,000 as of January 1, 2011, £375,000 ($582,750 as of January 1, 2012) and £400,000 ($663,000 as of January 1, 2014) and remains at £400,000 ($493,800 as of January 1, 2017). He was also eligible for discretionary and Incentive Plan, Equity Plan and Participation Plan awards.

On December 31, 2012, Mr. Windeatt's employment with BGC Brokers terminated, and he executed a deed of adherence as a member of the U.K. Partnership. Mr. Windeatt continues to serve as Chief Operating Officer of BGC Partners, Inc. and serve as an officer of various subsidiaries. Effective January 22, 2014, Mr. Windeatt executed an amended and restated deed of adherence to the U.K. Partnership, which we refer to as the "Windeatt Deed." Under the Windeatt Deed, Mr. Windeatt's membership in the U.K. Partnership was terminable on three-months' notice to a minimum period of up to and including December 31, 2018 (the "Initial Period"). Thereafter, the term will extend automatically for successive one-year periods (the "Renewal Period"), in which case Mr. Windeatt's membership would terminate upon the expiration of the Initial Period or any Renewal Period.

Pursuant to the Windeatt Deed, Mr. Windeatt is entitled to certain payments in amounts that are comparable to those that he was paid under his prior deed of adherence, including Drawings in the aggregate amount of £400,000 per year (£33,333 per month), which shall be reviewed by the Compensation Committee annually and remains at £400,000 ($561,640.00 as of February 16, 2018). Mr. Windeatt is also eligible for additional allocations of the U.K. Partnership's profits, subject to the approval of the Compensation Committee. Any such allocation is subject to the satisfactory achievement by Mr. Windeatt of such performance goals as may be established by the Compensation Committee under the Incentive Plan or the Equity Plan in its discretion from time to time.

The Windeatt Deed extended the period that Mr. Windeatt may (i) not compete with the U.K. Partnership or its affiliates or solicit clients or counterparties of the U.K. Partnership or any affiliate from six months to a period of 18 months after his termination, and (ii) not solicit members or employees of the U.K. Partnership or any affiliate to leave their employment of or to discontinue the supply of his or her services to the U.K. Partnership or any affiliate from a period of 12 months to a period of 48 months after his termination.

In further consideration of his execution of the Windeatt Deed, Mr. Windeatt was permitted to immediately sell 30% of his restricted Class A common stock (an aggregate of 85,347 shares), which shares were repurchased by the Company on February 5, 2014.

Effective February 24, 2017, Mr. Windeatt executed a deed of amendment to the Windeatt Deed (the "Windeatt Amendment"). The Compensation Committee approved the Windeatt Amendment and a related letter agreement, dated February 24, 2017 (the "Windeatt Letter Agreement"), providing for a grant to Mr. Windeatt of 400,000 BGC Holdings NPSUs (the "Windeatt 2017 NPSUs") and 100,000 BGC Holdings LPSUs, effective as of January 1, 2017.

The Windeatt Amendment provides for substantially similar terms to the Windeatt Deed, except that (i) the current term of the Windeatt Deed has been extended from December 31, 2018 to March 31, 2024, with a 12-month advance rolling notice period; and (ii) the term of the restrictive covenants in the Windeatt Deed has been replaced with a two year period.

As described above, on or about each April 1 of 2018 through 2021, pursuant to the Windeatt Letter Agreement, the Partnership shall grant an aggregate award of 100,000 non-exchangeable BGC Holdings LPUs in replacement of 100,000 of the Windeatt 2017 NPSUs, provided that (i) the Company, inclusive of all affiliates thereof, earns, in aggregate, at least $5 million in gross revenues in the calendar quarter in respect of which the applicable award of LPUs is to be granted, and (ii) except in the event of Mr. Windeatt's death prior to the applicable grant date, Mr. Windeatt remains a member in the U.K. Partnership and has complied at all times with the Windeatt Deed (as amended) and Partnership Agreement, as of the applicable grant date. The LPUs shall be subject to customary adjustments due to membership in the U.K. Partnership upon their exchange or redemption (e.g., 9.75% cancellation/forfeiture upon exchange).

In the event of a change of control of the U.K. Partnership (which will occur if the Company is no longer controlled by Cantor or a person or entity controlled by, controlling or under common control with Cantor), the individual or entity that acquires control would have the option to either extend the term of Mr. Windeatt's membership in the U.K. Partnership for a period of three years from the date the change of control took effect (if the remaining term of the Windeatt Deed at the time of the change of control is less than three years), or to terminate Mr. Windeatt's membership. If the membership period is extended, Mr. Windeatt will be entitled to receive an amount equal to his aggregate profit allocation for the most recent full 12-month financial period (£400,000 in salary and any bonus paid) in addition to any other allocation that Mr. Windeatt would have been entitled to under the Windeatt Deed. In addition, in the event that Mr. Windeatt remains a member in the U.K. Partnership on the second anniversary of the change of control (unless he is not engaged on such date solely as a result of termination by the continuing company under circumstances that constitute a fundamental breach of contract by it) and has not materially breached the Windeatt Deed, Mr. Windeatt will receive an additional payment equal to the payment he received at the time of the change of control. If Mr. Windeatt's membership is terminated, he is entitled to receive two times his aggregate profit allocation under the Windeatt Deed for the most recent full financial period in full and final settlement of all claims.

In each case, Mr. Windeatt will receive full vesting and immediate exchangeability of all options, RSUs, restricted stock, LPUs, PLPUs and any other BGC Holdings partnership units held by Mr. Windeatt at the time of the change of control (but excluding certain units that were are granted solely for the purpose of participation in BGC Holdings quarterly distributions and will be redeemed for zero and unless otherwise provided in the applicable award agreement and including any such awards or units issued to him in connection

with or related to such change in control) into either shares of Company Class A common stock or cash to the extent that any partnership units, such as PLPUs, cannot be exchanged into shares. Mr. Windeatt is also entitled to a continuation of benefits (e.g., health insurance) for two years and a *pro rata* discretionary profit allocation for the year of termination.

Also in the event of a change of control of the U.K. Partnership at any time while Mr. Windeatt is providing substantial services to the Company or an affiliate thereof (the date such event takes effect, the "Windeatt Change of Control"), then the Partnership shall grant exchangeable LPUs in replacement of any of the Windeatt 2017 NPSUs then held by Mr. Windeatt, and any such non-exchangeable BGC Holdings LPUs then held by Mr. Windeatt shall become exchangeable for shares of the Company's Class A common stock as follows: (a) in a lump sum following the third anniversary of the Windeatt Change of Control if Mr. Windeatt continuously provides substantial services (as an employee, member, partner, consultant or otherwise) to the Company, any of the individual(s) or entity(ies) which acquire(s) control of the Company (the "Windeatt Controller"), or any affiliate thereof for the three years after the Windeatt Change of Control, or (b) ratably on or about the first through third anniversaries following the Windeatt Change of Control if the Windeatt Controller permanently terminates Mr. Windeatt's services in all capacities to the Company, the Windeatt Controller, and all affiliates thereof prior to the third anniversary of the Windeatt Change of Control (provided that, in the event of a termination between the first and third anniversaries of the Windeatt Change of Control, the portion of the payment attributed to the anniversary(ies) that passed prior to such termination shall be delivered in a lump sum following such termination, with the outstanding portion to be delivered in accordance with the remaining anniversary(ies)). These rights are subject to compliance by Mr. Windeatt of certain terms and conditions set forth in the applicable agreements, including not engaging in Competitive Activity (as such term is defined under the Partnership Agreement) at any time prior to the applicable grant of exchangeability. The grant of exchangeability with respect to such LPUs will be determined in accordance with the Company's practices when determining discretionary bonuses or awards, and any grants of exchangeability shall be subject to the approval of the Compensation Committee.

In addition, the Compensation Committee approved a separate consultancy agreement between Mr. Windeatt and the U.K. Partnership dated February 24, 2017, under which Mr. Windeatt will be paid a fee of £8,333.33 per month (£100,000 per year) for his services, commencing upon the termination of his membership in the U.K. Partnership until the earlier of two years following such termination or such time as the U.K. Partnership chooses to terminate the engagement (the "Windeatt Consultancy Agreement"). The Windeatt Consultancy Agreement subjects Mr. Windeatt to substantially the same two-year restrictive covenants as in the Windeatt Deed subsequent to his consultancy termination.

Steven R. McMurray Agreements

On April 4, 2016, Mr. McMurray commenced his employment with the Company as our Chief Financial Officer, and he executed a deed of adherence as a member of our U.K. Partnership, which we refer to as the "McMurray Deed." Under the McMurray Deed, Mr. McMurray's membership in the U.K. Partnership is terminable on six-months' notice. Pursuant to the McMurray Deed, he is entitled to receive a base draw of £325,000 ($464,444 as of April 4, 2016). He is also entitled to an upfront payment of up to £100,000 ($142,905 as of April 4, 2016) in cash, which is subject to repayment under certain circumstances. Mr. McMurray will also be entitled to receive a bonus allocation of the U.K. Partnership's profits payable in April 2017, absent his earlier termination for cause or resignation, in the amount of £425,000 ($607,346 as of April 4, 2016), which will be payable in the form of cash, non-cash (e.g., partnership units) or a combination thereof. Mr. McMurray will be eligible for a discretionary profit allocation, subject to the satisfactory achievement by Mr. McMurray of such performance goals as may be established by the Compensation Committee. Pursuant to the McMurray Deed, Mr. McMurray may (i) not compete with the U.K. Partnership or any affiliates or solicit clients or counterparties of the U.K. Partnership or any affiliate for 12 months after his termination, and (ii) not solicit members or employees of the U.K. Partnership or any affiliate to leave their employment with, or to discontinue the supply of their services to, the U.K. Partnership or any affiliate for 24 months after his termination.

On April 27, 2016, Mr. McMurray entered into an agreement with the Company providing for four future awards of partnership units in BGC Holdings having an aggregate notional value of £500,000 ($758,800 on April 27, 2016). Units having a notional value of £83,333 ($126,541 on April 27, 2016) will be granted on each of January 1, 2017, 2018 and 2019, and units having a notional value of £250,000 ($379,625 on April 27, 2016) will be granted on January 1, 2020, in each case in accordance with customary grant documentation, subject to applicable termination and other provisions of the U.K. Partnership agreement, and adjustments set forth in the applicable agreement. All such units will be immediately exchangeable into the Company's Class A common stock on the date of grant and cash may be paid by the Company in lieu of the grant of such applicable units. The number of units granted will be determined based on the closing price of the Company's Class A common stock on the trading day prior to each of the foregoing grant dates.

2017 CEO Pay Ratio

The following information contains the relationship of the median annual total compensation of employees and independent contractors and brokers of BGC and its subsidiaries to the annual total compensation of Mr. Lutnick, the Chief Executive Officer and Chairman of the Board of Directors.

We selected December 31, 2017 as the date used to identify our "median employee" whose annual total compensation was the median of the annual total compensation of all our applicable employees and independent contractors and brokers (other than our

Chief Executive Officer) for 2017. Based on our internal records, our global employee and independent contractor/broker population as of December 31, 2017 consisted of approximately 9,263 individuals, including full-time, part-time, temporary and seasonal employees with approximately 64% of these employees working in the United States and approximately 36% working in our various non-U.S. locations consisting of United Arab Emirates, Australia, Bahrain, Brazil, Canada, Switzerland, Chile, People's Republic of China, Denmark, Spain, France, United Kingdom, Gibraltar, Hong Kong, Ireland, Israel, Japan, Korea, Republic of Mexico, New Zealand, Russian Federation, Singapore, Turkey, and South Africa.

To identify the "median employee," we aggregated actual base salary earnings or commission draw in 2017, overtime earnings paid in 2017 for employees eligible to earn overtime, bonus awards earned in 2017 and paid in the first quarter of 2018 and the grant date value of any equity awards granted in 2017. Bonus awards can consist of discretionary bonuses, forgivable loans, cash advance distribution agreements and

promissory notes. We annualized the compensation of employees and independent contractors and brokers who began employment during the fiscal year. In addition, for any persons who provide services to Cantor and its affiliates (other than BGC Partners and its consolidated subsidiaries), the total compensation of such persons was discounted by the percentage of time that they allocate to Cantor and its affiliates (other than BGC Partners and its consolidated subsidiaries). We then converted any compensation paid in foreign currency to U.S. dollars using the published rate for December 31, 2017 on www.oanda.com. The sum of these amounts served as our "consistently applied compensation measure," we used in identifying the median employee. We did not apply a cost of living adjustment to the data.

Our median employee was an HVAC Technician in the United States.

Once the median employee was identified, the pay ratio for the annual total compensation of the median employee to the CEO was calculated for the 2017 fiscal year in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K and the pay ratio was determined as follows:

- the annual total compensation of the median employee of all employees and independent contractors and brokers of the Company (other than the CEO) was $93,481;
- the annual total compensation of the CEO, as reported in the Summary Compensation Table, was $15,682,290; and
- the ratio of the annual total compensation of the CEO to the median employee of all employees and independent contractors and brokers of the Company was approximately 168 to 1.

Compensation of Directors

Directors who are also our employees do not receive additional compensation for serving as director. Effective as of June 2016, the compensation schedule for our non-employee directors was as follows: the annual cash retainer was increased to $100,000 from $50,000, the annual stipend for the chair of our Compensation Committee was increased to $15,000 from $10,000, and the annual stipend for the chair of our Audit Committee was increased to $25,000 from $20,000. 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 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 may also receive additional per diem fees for services as a director at the rate of $1,000 per day, with a limit of $5,000 per matter, for additional time spent on Board or Committee matters as directed from time to time by the Board, including interviewing candidates and participating in the Company's diversity recruiting program initiatives. Effective as of October 2016, the limit was increased to $15,000 for 2016 in connection with time spent by Mr. Curwood on the Company's on-campus diversity recruitment initiative. Non-employee directors also are reimbursed for all out-of-pocket expenses incurred in attending meetings of our Board or committees of our Board on which they serve.

In addition to the cash compensation described above, under our current policy, upon the appointment or initial election of a non-employee director, we grant to such non-employee director RSUs equal to the value of shares of our Class A common stock that could be purchased for $70,000 at the closing price of our Class A common stock on the trading date of the appointment or initial election of the non-employee director (rounded down to the next whole share). These RSUs 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 dates.

Thereafter, we annually grant to each non-employee director RSUs equal to the value of shares of our Class A common stock that could be purchased for $50,000 on the date of his or her re-election in consideration for services provided. These RSUs 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 dates.

The table below summarizes the compensation paid to our non-employee directors for the year ended December 31, 2017:

(a) Name (1)	(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 ($)	(g) All Other Compensation ($)	(h) Total ($)
Stephen T. Curwood Director	226,000	50,000	—	—	—	—	276,000
William J. Moran Director	256,250	50,000	—	—	—	—	306,250
Linda A. Bell Director	216,000	50,000	—	—	—	—	266,000
David Richards Director	—	70,000	—	—	—	—	70,000
John H. Dalton (4) Former Director	208,000	50,000	—	—	—	—	258,000

(1) Howard Lutnick, our Chairman of the Board and Chief Executive Officer, is not included in this table as he is an employee of our Company and thus received no compensation for his services as director. The compensation received by Mr. Lutnick as an employee of our Company is shown in the Summary Compensation Table.

(2) Reflects the grant date fair value of RSUs granted on June 6, 2017 to each of Messrs. Curwood, Dalton and Moran and Dr. Bell, and the grant date fair value of RSUs granted on December 19, 2017 to Mr. Richards. More information with respect to the calculation of these amounts is included in the footnotes to our consolidated financial statements included in Item 8 of the 2017 Annual Report. In 2017, each of Messrs. Curwood, Dalton and Moran and Dr. Bell was granted 4,316 RSUs and Mr. Richards was granted 4,603 RSUs. As of December 31, 2017, Messrs. Curwood, Dalton and Moran and Dr. Bell each had 6,961 RSUs outstanding, and Mr. Richards had 4,603 RSUs outstanding.

(3) No options were granted to non-employee directors in 2017. As of December 31, 2017, none of the non-employee directors had any options outstanding.

(4) Mr. Dalton resigned from his position as a member of the Board of Directors on December 19, 2017.

Compensation Committee Interlocks and Insider Participation

During 2017, the Compensation Committee of our Board of Directors consisted of Dr. Bell and Messrs. Curwood and Moran and, effective December 19, 2017, Mr. Richards, and, prior to his resignation, effective December 19, 2017, Mr. Dalton. All of the members who served on our Compensation Committee during 2017 were independent directors. No member of the Compensation Committee had any relationship with the Company during 2017 pursuant to which disclosure would be required under applicable SEC rules. With the exception of Mr. Lutnick, our Chief Executive Officer and Chairman of the Board of Directors, during 2017, none of our executive officers served as a member of the board of directors or the compensation committee, or similar body, of a corporation where any of its executive officers served on our Compensation Committee or on our Board of Directors. Mr. Lutnick serves on the board of directors of Newmark. In addition, on December 19, 2017, Mr. Dalton became a director of Newmark and joined the compensation and audit committees of such board of directors and serves as chairman of the Newmark audit committee.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information, as of March 31, 2018 with respect to the beneficial ownership of our Common Equity by: (i) each stockholder, or group of affiliated stockholders, that we know owns more than 5% of any class of our outstanding capital stock, (ii) each of the named executive officers, (iii) each director and (iv) the executive officers and directors as a group. Unless otherwise indicated in the footnotes, the principal address of each of the stockholders, executive officers and directors identified below is located at 499 Park Avenue, New York, NY 10022. Shares of our Class B common stock are convertible into shares of our 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 our Class A common stock for purposes of this table.

As of March 31, 2018, Cantor is obligated to distribute an aggregate of 15,812,788 shares of our Class A consisting of (i) 14,033,084 shares to certain partners of Cantor to satisfy certain of Cantor's deferred stock distribution obligations provided to such partners on April 1, 2008 (the "April 2008 distribution rights shares"), and (ii) 1,779,704 shares to certain partners of Cantor to satisfy certain of Cantor's deferred stock distribution obligations provided to such partners on February 14, 2012 in connection with Cantor's payment of previous quarterly partnership distributions (the "February 2012 distribution rights shares" and, together with the April 2008 distribution rights shares, the "distribution rights shares"), all of which can be distributed within 60 days of March 31, 2018. Certain partners elected to receive their shares and others elected to defer receipt of their shares until a future date. As a result, certain of these distribution rights shares are included both in the number of shares beneficially owned directly by Cantor, and indirectly by CF Group Management, Inc. ("CFGM") and Mr. Lutnick as a result of their control of Cantor, and in the number of shares beneficially owned directly by CFGM, Mr. Lutnick and the other recipients of distribution rights shares, resulting in substantial duplications in the number of shares set forth in the table below. Once Cantor delivers these 15,812,788 distribution rights shares, these shares will no longer be reflected as beneficially owned directly by Cantor and indirectly by CFGM and Mr. Lutnick as a result of their control of Cantor. Instead, beneficial ownership of the shares will only be reported by CFGM and Mr. Lutnick as a result of their direct holdings of the shares, and Mr. Lutnick's indirect holdings as a result of his control of KBCR Management Partners, LLC ("KBCR") and LFA LLC ("LFA"), and by the other recipients of the distribution rights shares.

Prior to the distribution (as described in "Certain Relationships and Related Transactions—Transactions with and Related to Newmark—Separation and Distribution Agreement"), unless otherwise agreed by BGC, in order for a holder to exchange an exchangeable BGC Holdings unit that was issued prior to the Newmark IPO (such unit a "legacy BGC Holdings unit") for one share of BGC's Class A common stock, such holder must exchange both one legacy BGC Holdings unit and a certain portion (subject to adjustment as set forth in the separation and distribution agreement) of a Newmark Holdings exchangeable unit. As such, any legacy BGC Holdings units which would otherwise be available for exchange into BGC Class A common stock within 60 days from March 31, 2018 may only be exchanged if the holder of such legacy BGC Holdings units exchanges the requisite number of Newmark Holdings exchangeable units.

	Class B Common Stock		Class A Common Stock	
Name	**Shares**	**%**	**Shares**	**%**
5% Beneficial Owners(1)(2):				
Cantor Fitzgerald, L.P.(3)	69,449,055(4)	99.9(5)	101,240,754(6)	27.6(7)
CF Group Management, Inc.	69,497,800(8)	100.0(5)	104,098,442(9)	28.2(10)
The Vanguard Group(2)	—	—	20,657,085	7.4
Executive Officers and Directors(1):				
Executive Officers				
Howard W. Lutnick	69,497,800(11)	100.0(5)	125,753,792(12)	32.8(13)
Shaun D. Lynn	—	—	5,368(14)	*
Stephen M. Merkel	—	—	46,905(15)	*
Sean A. Windeatt	—	—	—	—
Steven R. McMurray	—	—	—	*
Directors				
Stephen T. Curwood	—	—	18,841(16)	*
William J. Moran	—	—	42,855(17)	*
Linda A. Bell	—	—	12,944(18)	*
David Richards	—	—	2,423(19)	*
All executive officers and directors as a group (9 persons)	69,497,800	100.0	125,883,128	32.8(20)

* Less than 1% and percentages are based on 279,279,244 shares of our Class A common stock outstanding as of March 31, 2018.

(1) The table above and footnotes below assume any legacy BGC Holdings units available for exchange into BGC Class A common stock within 60 days from March 31, 2018 were paired with the requisite number of Newmark Holdings exchangeable units. For more information on exchanges of legacy BGC Holdings, see “Certain Relationships and Related Transactions—Transactions with and Related to Newmark—Separation and Distribution Agreement.”

(2 Based upon information supplied by directors, executive officers and 5% beneficial owners in filings under Sections 13(d) and 16 (a) of the Securities Exchange Act of 1934, as amended.

(3) Cantor has pledged to a financial institution, pursuant to a Put and Pledge Agreement, dated as of July 21, 2017, 10,000,000 shares of our Class A common stock in connection with a loan program established for certain employees and partners of Cantor and its affiliates.

(4) Consists of (i) 34,799,362 shares of our Class B common stock held directly and (ii) 34,649,693 shares of our Class B common stock acquirable upon exchange of 34,649,693 BGC Holdings exchangeable limited partnership interests. These exchangeable limited partnership interests held by Cantor are exchangeable with us at any time for shares of our Class B common stock (or, at Cantor's option, or if there are no additional authorized but unissued shares of our Class B common stock, our Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments).

(5) Percentage based on (i) 34,848,107 shares of our Class B common stock outstanding as of March 31, 2018, and (ii) 34,649,693 shares of our Class B common stock acquirable upon exchange of 34,649,963 BGC Holdings exchangeable limited partnership interests held by Cantor.

(6) Consists of (i) 14,078,428 shares of our Class A common stock held by Cantor, (ii) 34,799,362 shares of our Class A common stock acquirable upon conversion of 34,799,362 shares of our Class B common stock, and (iii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests. These amounts include an aggregate of 15,819,690 distribution rights shares consisting of (A) 14,038,084 April 2008 distribution rights shares and (B) 1,781,60 February 2012 distribution rights shares, which may generally be issued to certain Cantor partners upon request, or are scheduled to be distributed within 60 days of March 31, 2018.

(7) Percentage based on (i) 279,279,244 shares of our Class A common stock outstanding as of March 31, 2018, (ii) 34,848,107 shares of our Class A common stock acquirable upon conversion of 34,848,107 shares of our Class B common stock, and (iii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests.

(8) Consists of (i) 48,745 shares of our Class B common stock held by CFGM, (ii) 34,799,362 shares of our Class B common stock held by Cantor, and (iii) 34,649,693 shares of our Class B common stock acquirable upon exchange by Cantor of 34,649,693 BGC Holdings exchangeable limited partnership interests. CFGM is the managing general partner of Cantor.

(9) Consists of (i) 598,071 shares of our Class A common stock held by CFGM, (ii) 48,745 shares of our Class A common stock acquirable upon conversion of 48,745 shares of our Class B common stock held by CFGM, (iii) 2,050,197 April 2008 distribution rights shares held by CFGM, receipt of which has been deferred, (iv) 160,675 February 2012 distribution rights shares, receipt of which has been deferred, (v) 14,078,428 shares of our Class A common stock held by Cantor, (vi) 34,799,362 shares of our Class A common stock acquirable upon conversion of 34,799,362 shares of our Class B common stock held by Cantor, and (vii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests. These amounts include an aggregate of 15,819,690 distribution rights shares consisting of (A) 14,038,084 April 2008 distribution rights shares and (B) 1,781,606 February 2012 distribution rights shares, which may generally be issued to such partners upon request, or are scheduled to be distributed within 60 days of March 31, 2018.

(10) Percentage based on (i) 279,279,244 shares of our Class A common stock outstanding as of March 31, 2018, (ii) 34,848,107 shares of our Class A common stock acquirable upon conversion of 34,848,107 shares of our Class B common stock, (iii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests, (iv) 2,050,197April 2008 distribution rights shares held by CFGM, receipt of which has been deferred, and (v) 160,675 February 2012 distribution rights shares held by CFGM, receipt of which has been deferred.

(11) Consists of (i) 48,745 shares of our Class B common stock held by CFGM, (ii) 34,799,362 shares of our Class B common stock held by Cantor, and (iii) 34,649,693 shares of our Class B common stock acquirable upon exchange by Cantor of 34,649,693 BGC Holdings exchangeable limited partnership interests. Mr. Lutnick is the Chairman and Chief Executive Officer of CFGM and also the trustee of an entity that is the sole shareholder of CFGM. CFGM is the managing general partner of Cantor.

(12) Mr. Lutnick's holdings consist of:

(i) 3,468,637 shares of our Class A common stock held directly;

(ii) 456,476 of our Class A common stock held in Mr. Lutnick's 401(k) account (as of March 31, 2018);

(iii) 3,170,414 shares of our Class A common stock held in various trust, retirement and custodial accounts (A) 2,069,456 shares held in Mr. Lutnick's personal asset trust, of which he is the sole trustee, (B) 294,974 shares held by a trust for the benefit of descendants of Mr. Lutnick and his immediate family (the "Trust"), of which Mr. Lutnick's wife is one of two trustees and Mr. Lutnick has limited powers to remove and replace such trustees, (C) 224,254 shares held in a Keogh retirement account for Mr. Lutnick, (D) 537,620 shares held by trust accounts for the benefit of Mr. Lutnick and members of his immediate family, (E) 27,743 shares held in other retirement accounts, and (F) 16,367 shares held in custodial accounts for the benefit of certain members of Mr. Lutnick's family under the Uniform Gifts to Minors Act;

(iv) 598,071 shares of our Class A common stock held by CFGM;

(v) 48,745 shares of our Class A common stock acquirable upon conversion of 48,745 shares of our Class B common stock held by CFGM;

(vi) 14,078,428 shares of our Class A common stock held by Cantor;

(vii) 34,799,362 shares of our Class A common stock acquirable upon conversion of 34,799,362 shares of our Class B common stock held by Cantor;

(viii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests held by Cantor;

(ix) 7,742,325 April 2008 distribution rights shares acquirable by Mr. Lutnick, receipt of which has been deferred;

(x) 1,231,396 February 2012 distribution rights shares acquirable by Mr. Lutnick, receipt of which has been deferred;

(xi) 2,050,197 April 2008 distribution rights shares acquirable by CFGM, receipt of which has been deferred;

(xii) 160,675 February 2012 distribution rights shares acquirable by CFGM, receipt of which has been deferred;

(xiii) 1,610,182 April 2008 distribution rights shares acquirable by the Trust, receipt of which has been deferred;

(xiv) 2,048,000 April 2008 distribution rights shares acquirable by KBCR, by virtue of Mr. Lutnick being the managing member of KBCR, which is a non-managing General Partner of Cantor, receipt of which has been deferred;

(xv) 287,967 February 2012 distribution rights shares acquirable by KBCR, receipt of which has been deferred;

(xvi) 161,842 April 2008 distribution rights shares acquirable by LFA, receipt of which has been deferred;

(xvii) 16,193 February 2012 distribution rights shares acquirable by LFA, receipt of which has been deferred;

(xviii) 395,125 shares of our Class A common stock owned of record by KBCR;

(xix) 26,032 shares of our Class A common stock owned of record by LFA; and

(xx) 1,040,761 shares of Class A common stock acquirable upon exchange of 1,040,761 BGC Holdings exchangeable limited partnership units.

Mr. Lutnick is the Chairman and Chief Executive Officer of CFGM and also the trustee of an entity that is the sole shareholder of CFGM. CFGM is the managing general partner of Cantor. These amounts include an aggregate of 15,812,788 distribution rights shares consisting of (A) 14,033,084 April 2008 distribution rights shares and (B) 1,779,704 February 2012 distribution rights shares, which may generally be issued to such partners upon request.

(13) Percentage based on (i) 279,279,244 shares of BGC Partners Class A common stock outstanding as of March 31, 2018, (ii) 34,848,107 shares of BGC Partners Class B common stock outstanding, (iii) 52,362,964 shares of BGC Partners Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests, (iv) 7,742,325 April 2008 distribution rights shares acquirable by Mr. Lutnick, receipt of which has been deferred; (vi) 1,231,396 February 2012 distribution rights shares acquirable by Mr. Lutnick, receipt of which has been deferred; (vii) 2,050,197 April 2008 distribution rights shares acquirable by CFGM, receipt of which has been deferred, (viii) 160,675 February 2012 distribution rights shares acquirable by CFGM, receipt of which has been deferred, (ix) 1,610,182 shares of BGC Partners Class A common stock receivable by pursuant to April 2008 distribution rights shares held by a trust for the benefit of Mr. Lutnick' s family, receipt of which has been deferred, (x) 2,048,000 shares of BGC Partners Class A common stock receivable pursuant to April 2008 distribution rights shares held by KBCR, receipt of which has been deferred, (xi) 287,967 February 2012 distribution rights shares acquirable by KBCR, receipt of which has been deferred, (xii) 161,842 April 2008 distribution rights shares acquirable by LFA, receipt of which has been deferred, (xiii) 16,193 February 2012 distribution rights shares acquirable by LFA, receipt of which has been deferred, and (xiv) 1,040,761 shares of BGC Partners Class A common stock acquirable upon exchange of 1,040,761 BGC Holdings exchangeable limited partnership units.

(14) Mr. Lynn's holdings consist of 5,368 shares of our Class A common stock held directly.

(15) Mr. Merkel's holdings consist of (i) 21,569 shares of our Class A common stock held in Mr. Merkel's 401(k) account (as of March 31, 2018), (ii) 23,086 shares of our Class A common stock held directly by Mr. Merkel, and (iii) 2,250 shares of our Class A common stock beneficially owned by Mr. Merkel's spouse.

(16) Mr. Curwood's holdings consist of 18,841 shares of our Class A common stock held directly.

(17) Mr. Moran's holdings consist of 42,855 shares of our Class A common stock held directly.

(18) Dr. Bell's holdings consist of 12,944 shares of our Class A common stock held directly.

(19) Mr. Richards' holdings consist of 2,423 shares of our Class A common stock held directly.

(20) Percentage based on (i) 279,279,244 shares of our Class A common stock outstanding, (ii) 34,848,107 shares of our Class A common stock acquirable upon conversion of 34,848,107 shares of our Class B common stock outstanding, (iii) 52,362,964 shares of our Class A common stock acquirable upon exchange of 52,362,964 BGC Holdings exchangeable limited partnership interests held by Cantor, (iv) 1,040,761 shares of Class A common stock acquirable upon exchange of 1,040,761 BGC Holdings exchangeable limited partnership units held by Mr. Lutnick, and (vi) 15,812,788 distribution rights shares, receipt of which has been deferred.

Equity Compensation Plan Information as of December 31, 2017

	Number of securities to be issued upon exercise of outstanding restricted stock units, options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity Plan (approved by security holders)	19,078,882	$ 14.64	189,434,134
Equity compensation plans not approved by security holders	—	—	—
Total	19,078,882	$ 14.64	189,434,134

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FEES

The following table sets forth the aggregate fees incurred by us for audit and other services rendered by Ernst & Young, LLP ("Ernst & Young") during the years ended December 31, 2017 and 2016:

	Year Ended December 31,	
	2017	2016
Audit fees	$ 9,162,308	$7,887,960
Audit-related fees	2,232,201	1,612,189
Tax fees	363,582	373,794
All other fees	—	—
Total	$11,758,091	$9,873,944

"Audit-related fees" are fees for assurance and related services that are reasonably related to the performance of the audit or review of the financial statements and internal control over financial reporting, including audit fees for the Company's employee benefit plan. "Tax fees" are fees for tax compliance, tax advice and tax planning, and "all other fees" are fees for any services not included in the other categories. The amounts set forth above for "Audit fees," "Audit-related fees" and "Tax Fees" during 2016 include fees paid for Ernst & Young's services rendered to GFI, after it became our majority-owned consolidated subsidiary in February 2015, including review services rendered to GFI in connection with the filing of its 2016 Forms 10-Q with the SEC and services related to GFI's tax compliance.

AUDIT COMMITTEE'S PRE-APPROVAL POLICIES AND PROCEDURES

During 2017, our Audit Committee specifically approved the appointment of Ernst & Young to be our independent auditors for the year ended December 31, 2017. Ernst & Young was also approved to perform reviews of our quarterly financial reports within the year ended December 31, 2017 and certain other audit-related services such as accounting consultations. Pursuant to our Audit Committee Charter, the Audit Committee will pre-approve auditing services, internal control-related services and permitted non-audit services (including the fees and terms thereof) to be performed for us by our independent auditors, as set forth in the Audit Committee Charter. GFI's Audit Committee approved Ernst & Young's appointment and fees for services rendered to GFI, and performed the oversight role with respect to all services provided to GFI, from the date of Ernst & Young's engagement by GFI in February 2015 until the closing of the back-end merger in January 2016.

REPORT OF THE AUDIT COMMITTEE OF OUR BOARD OF DIRECTORS

The Audit Committee of the Board of Directors is made up solely of independent directors, as defined under applicable Nasdaq Stock Market and Securities and Exchange Commission ("SEC") rules, and it operates under a written Charter adopted by the Board and the Committee. The composition of the Committee, the attributes of its members and its responsibilities, as reflected in its Charter, are intended to be in accordance with applicable requirements for corporate audit committees. The Committee reviews and assesses the adequacy of its Charter on an annual basis. A copy of the Audit Committee Charter is available on the company's website at *www.bgcpartners.com/disclaimers/* under the heading "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Charter of the Audit Committee of the Board of Directors," or upon written request from the Company free of charge.

As described more fully in its Charter, the primary function of the Audit Committee is to assist the Board of Directors in its general oversight of the Company's financial reporting, internal control over financial reporting and audit process. Management is responsible for the preparation, presentation and integrity of the Company's financial statements; accounting and financial reporting principles; internal control over financial reporting; and procedures designed to ensure compliance with accounting standards, applicable laws and regulations. The Company's independent registered public accounting firm (the "Auditors") is responsible for performing an independent audit of the Company's annual consolidated financial statements, and a review of its quarterly consolidated financial statements, in accordance with the standards of the Public Company Accounting Oversight Board (the "PCAOB"), and an independent audit of the Company's internal control over financial reporting and on the effectiveness of such control.

The Audit Committee has the sole authority to appoint or replace the Auditors, and is directly responsible for the oversight of the scope of the Auditors' role and the determination of its compensation.

Although each of Messrs. Moran and Richards has experience that qualifies him as an audit committee financial expert, none of the Audit Committee members are currently professional accountants or auditors, and their functions are not intended to duplicate or to certify the activities of management and the Auditors, nor can the Committee certify that the Auditors are "independent" under applicable rules. The Committee serves a board-level oversight role, in which it provides advice, counsel and direction to management and the Auditors on the basis of the information it receives, discussions with management and the Auditors, and the experience of the Committee's members in business, financial and accounting matters.

The Audit Committee has an annual agenda that includes reviewing the Company's financial statements, internal control and audit matters as well as related party transactions. The Committee meets each quarter with management and the Auditors to review the Company's interim financial results before the publication of the Company's quarterly financial results press releases, and periodically in executive sessions. Management's and the Auditors' presentations to and discussions with the Committee cover various topics and events that may have significant financial impact and/or are the subject of discussions between management and the Auditors.

In accordance with Audit Committee policy and the requirements of law, all services to be provided by the Auditors and their affiliates are subject to pre-approval by the Committee. This includes audit services, audit-related services, and any tax services and other services. In addition, the Committee regularly evaluates the performance and independence of the Auditors. Accordingly, the Committee has reviewed and pre-approved all services provided by Ernst & Young subsequent to the firm's engagement in 2008. The audit committee of GFI similarly reviewed and pre-approved all services provided by Ernst & Young pursuant to the firm's engagement by GFI in February 2015 up until the closing of the back-end merger in January 2016.

In fulfilling its responsibilities, the Audit Committee has met and held discussions with management and Ernst & Young regarding the fair and complete presentation of the Company's financial results. The Committee has discussed significant accounting policies applied by the Company in its financial statements, as well as alternative treatments. The Committee has met to review and discuss the Company's annual audited and quarterly consolidated financial statements for the fiscal year ended December 31, 2017 (including the disclosures contained in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the SEC under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations") with management and Ernst & Young. The Committee also reviewed and discussed with management, the internal auditors and Ernst & Young the Company's compliance with Section 404 of the Sarbanes-Oxley Act, namely, management's annual report on the Company's internal control over financial reporting.

The Audit Committee has discussed with Ernst & Young the matters required to be discussed by Statement on Auditing Standards No. 61, "*Communication with Audit Committees*" (Codification of Statement on Auditing Standards, AU §380), as modified or supplemented. In addition, the Audit Committee has received and reviewed the written disclosures and the letter from Ernst & Young required by applicable requirements of the PCAOB regarding the communications of Ernst & Young with the Audit Committee concerning independence, and has discussed with Ernst & Young the firm's independence from the Company and management,

including all relationships between the firm and the Company. The Audit Committee also has considered whether the provision of permitted non-audit services by Ernst & Young is compatible with maintaining the firm's independence.

In reliance on the reviews and discussions referred to above, the Audit Committee recommended to the Board of Directors, and the Board approved, the inclusion of the audited financial statements of the Company in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on February 22, 2018.

Dated: April 30, 2018

THE AUDIT COMMITTEE

William J. Moran, Chairman
Stephen T. Curwood
Linda A. Bell
David Richards

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Review, Approval and Ratification of Transactions with Related Persons

The general policy of our Company and our Audit Committee is that all material transactions with a related party, including transactions with Cantor, the relationship between us and Cantor and agreements with related parties, as well as all material transactions in which there is an actual, or in some cases, perceived, conflict of interest, including repurchases of Class A common stock or purchases of BGC Holdings limited partnership interests or other equity interests in our subsidiaries, including from Cantor or our executive officers (see "—Repurchases and Purchases"), are subject to prior review and approval by our Audit Committee, which will determine whether such transactions or proposals are fair and reasonable to our stockholders. In general, potential related party transactions are identified by our management and discussed with the Audit Committee at Audit Committee meetings. Detailed proposals, including, where applicable, financial and legal analyses, 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. Our policies and procedures regarding related party transactions are set forth in our Audit Committee Charter and Code of Business Conduct and Ethics, both of which are publicly available on our website at *www.bgcpartners.com/disclaimers/* under the headings "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Charter of the Audit Committee of the Board of Directors" and "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Code of Business Conduct and Ethics," respectively. Related party transactions with Newmark are also reviewed by the Newmark board and its audit committee under their own policies.

The 2008 Merger and the Merger Agreement

The Merger

BGC Partners, Inc. was created as a result of the April 1, 2008 merger with eSpeed and the issuance of stock and limited partnership units in that transaction and the entry into a separation agreement setting forth the rights, obligations and liabilities of the parties related to the transferred businesses (the "BGC separation agreement").

License

We entered into a license agreement with Cantor on April 1, 2008 with respect to 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.

The license is not 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) we are 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). Cantor has granted to us a non-exclusive, perpetual, irrevocable, worldwide, non-transferable and royalty-free license to all intellectual property used in connection with our business operations. The license is not transferable except to a purchaser of all or substantially all of our business or assets or business, division or subsidiaries pursuant to a bona fide acquisition of our line of business. 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 our fully electronic systems for U.S. Treasuries and foreign exchange.

Corporate Governance Matters

Until six months after Cantor ceases to hold 5% of our voting power, transactions or arrangements between us and Cantor will be subject to prior approval by a majority of the members of our Board of Directors who have been found to qualify as "independent" in accordance with the published listing requirements of Nasdaq. See "—Potential Conflicts of Interest and Competition Among Cantor, BGC and Newmark."

During the same timeframe, we and Cantor also agreed 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 of our 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 us from maintaining and

developing our intellectual property in a manner consistent with past practice. Cantor provides an updated list of such persons to us promptly as necessary.

Continuing Interests in Cantor

The founding partners and other limited partners of Cantor, including Messrs. Lutnick, Lynn, Merkel and Windeatt, received distribution rights in connection with the separation of the BGC businesses from Cantor prior to the merger (the "BGC separation"). The distribution rights of founding partners, including Messrs. Lynn and Windeatt, entitled the holder to receive a fixed number of shares of the BGC Partners 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 retained partners in Cantor who did not become founding partners, including Messrs. Lutnick and Merkel, generally entitled the holder to receive a distribution of a fixed number of shares of BGC Partners common stock over a two or three year period following the merger, depending on the holding period of units in respect of which the distribution rights were received.

Cantor offered to retained partners the opportunity to elect to defer their receipt of such distribution rights shares and receive a distribution equivalent from Cantor rather than receiving an immediate distribution of such shares. Retained partners who elected to defer their right to receive such shares are entitled to receive their shares upon written notice to Cantor. Such shares will be delivered to such partners on such subsequent dates after receipt of such notice as shall be determined by Cantor in its administrative discretion, and Cantor shall have a right to defer such distributions for up to three months, although Cantor generally makes such distributions on a quarterly basis to such partners.

As of April 1, 2018, the aggregate number of remaining April 2008 distribution rights shares and February 2012 distribution rights shares that Cantor is obligated to distribute to retained and founding partners is 14,033,084 shares and 1,779,704 shares, respectively, of our Class A common stock.

Commissions; Market Data; Clearing

Cantor has the right to be a customer of ours and to pay the lowest commission paid by any other of our customers or our 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 our 15 largest customers in terms of transaction volume. Cantor also has an unlimited right to internally use market data from BGCantor Market Data without cost, but Cantor does not have the right to furnish such data to any third party.

During the three-year period following the closing of the BGC separation, Cantor provided us with services that we determined were reasonably necessary in connection with the clearance, settlement and fulfillment of futures transactions by us. We received from Cantor all of the economic benefits and burdens associated with Cantor's performance of such services. Although this arrangement with Cantor is continuing, we are using our commercially reasonable efforts to reduce and eliminate our need for such services from Cantor.

Reinvestments in the OpCos; Co-Investment Rights; Distributions to Holders of Our Common Stock

We are a holding company, and our businesses are operated through two operating partnerships, which we refer to as the "OpCos": BGC U.S. OpCo, which holds our U.S. businesses, and BGC Global OpCo, which holds our non-U.S. businesses. In order to maintain our economic interest in the OpCos, any net proceeds received by us from any subsequent issuances of our common stock other than upon exchange of BGC Holdings exchangeable limited partnership interests will be indirectly contributed to BGC U.S. OpCo and BGC Global OpCo in exchange for BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests consisting of a number of BGC U.S. OpCo units and BGC Global OpCo units that will equal the number of shares of our common stock issued.

In addition, we may elect to purchase from the OpCos an equal number of BGC U.S. OpCo units and BGC Global OpCo units through cash or non-cash consideration. In the future, from time to time, we also may use cash on hand and funds received from distributions from BGC U.S. OpCo and BGC Global OpCo to purchase shares of common stock or BGC Holdings exchangeable limited partnership interests.

In the event that we acquire any additional BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests from BGC U.S. OpCo or BGC Global OpCo, Cantor would have the right to cause BGC Holdings to acquire additional BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests from BGC U.S. OpCo and BGC Global OpCo, respectively, up to the number of BGC U.S. OpCo units and BGC Global OpCo units that would preserve Cantor's relative indirect economic percentage interest in BGC U.S. OpCo and BGC Global OpCo compared to our interests immediately prior to the acquisition of such additional partnership units by us, and Cantor would acquire an equivalent number of additional BGC Holdings limited partnership interests to reflect such relative indirect interest. The purchase price per BGC U.S. OpCo unit and BGC Global OpCo unit for any such BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests issued indirectly to Cantor pursuant to its co-investment rights will be equal to the price paid by us per BGC U.S. OpCo unit and BGC Global OpCo 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. OpCo limited partnership interests and BGC Global OpCo 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 provides for issuances, in the discretion of our Compensation Committee or its designee, of BGC Holdings limited partnership interests to current 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. OpCo and BGC Global OpCo in exchange for BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests consisting of a number of BGC U.S. OpCo units and BGC Global OpCo 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. OpCo units and BGC Global OpCo units, including by us. 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 our Class A common stock, will be designated as BGC Holdings working partner interests and will generally receive distributions from BGC U.S. OpCo and BGC Global OpCo on an equal basis with all other limited partnership interests.

To the extent that any BGC U.S. OpCo units and BGC Global OpCo units are issued pursuant to the reinvestment and co-investment rights described above, an equal number of BGC U.S. OpCo units and BGC Global OpCo units will be issued. It is the non-binding intention of us, BGC U.S. OpCo, BGC Global OpCo and BGC Holdings that the aggregate number of BGC U.S. OpCo units held by the BGC Holdings group at a given time divided by the aggregate number of BGC Holdings units issued and outstanding at such time is at all times equal to one, which ratio is referred to herein as the "BGC Holdings ratio," and that the aggregate number of BGC U.S. OpCo units held by the BGC Partners group at a given time divided by the aggregate number of shares of our common stock issued and outstanding as of such time is at all times equal to one, which ratio is referred t to herein as the "BGC Partners ratio." In furtherance of such non-binding intention, in the event of

any issuance of BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests to us pursuant to voluntary reinvestment, immediately following such an issuance, we will generally declare a pro rata stock dividend to our stockholders, and in the event of any issuance of BGC U.S. OpCo limited partnership interests and BGC Global OpCo limited partnership interests to BGC Holdings pursuant to its co-investment rights, BGC Holdings will generally issue a pro rata unit distribution to its partners.

Second Amended and Restated BGC Holdings Limited Partnership Agreement

On December 13, 2017, the Amended and Restated BGC Holdings Partnership Agreement was amended and restated (the "Second Amended and Restated BGC Holdings Partnership Agreement" or the "BGC Holdings limited partnership agreement") to include prior standalone amendments and to make certain other changes related to the separation of our Real Estate Services business into a separate public company, Newmark Group, Inc. (the "separation"). The Second Amended and Restated BGC Holdings Partnership Agreement, among other things, reflects changes resulting from the division in the separation of BGC Holdings into BGC Holdings and Newmark Holdings among other things, including:

- an apportionment of the existing economic attributes (including, among others, capital accounts and post-termination payments) of each BGC Holdings limited partnership unit outstanding immediately prior to the separation (a "legacy BGC Holdings unit") between such legacy BGC Holdings unit and the fraction of a Newmark Holdings limited partnership unit issued in the separation in respect of such legacy BGC Holdings unit (a "legacy Newmark Holdings unit"), based on the relative value of BGC and Newmark as of after the Newmark IPO;
- an adjustment of the exchange mechanism between the Newmark IPO and the distribution so that one exchangeable BGC Holdings unit together with a number of exchangeable Newmark Holdings units equal to 0.454545 divided by the Newmark Holdings exchange ratio as of such time, must be exchanged in order to receive one share of BGC Class A common stock; and
- a right of the employer of a partner (whether it be Newmark or BGC) to determine whether to grant exchangeability with respect to legacy BGC Holdings units or legacy Newmark Holdings units held by such partner.

The Second Amended and Restated BGC Holdings Partnership Agreement also removes certain classes of BGC Holdings units that are no longer outstanding, and permits the general partner of BGC Holdings to determine the total number of authorized BGC Holdings units.

The Second Amended and Restated BGC Holdings Limited Partnership Agreement was approved by our Audit Committee.

Management

BGC Holdings is managed by its general partner. Through ownership of the general partner of BGC Holdings, we hold the BGC Holdings general partnership interest and the BGC Holdings special voting limited partnership interest, which entitles us to control BGC Holdings and to remove and appoint the general partner of BGC Holdings.

Under the BGC Holdings limited partnership agreement, we, as the BGC Holdings general partner, manage the business and affairs of BGC Holdings. However, Cantor's consent is required 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. OpCo or BGC Global OpCo partnership interests beneficially owned by BGC Holdings and to take any other actions that may adversely affect Cantor's exercise of its co-investment rights to acquire BGC Holdings limited partnership interests, its right to purchase BGC Holdings founding partner interests and its right to exchange the BGC Holdings exchangeable limited partnership interests. Cantor's consent is also 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.

Any working partner interests that are issued will not be exchangeable with us unless otherwise determined by us 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.

As described below under "—Exchanges," the employee-owned partnership interests will only be exchangeable for our Class A common stock in accordance with the terms and conditions of the grant of such interests, which terms and conditions will be determined by the BGC Holdings general partner with the written consent of the BGC Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the BGC Holdings limited partnership agreement.

The BGC Holdings limited partnership agreement also provides that BGC Holdings, in its capacity as the general partner of each of BGC U.S. OpCo and BGC Global OpCo, requires Cantor's consent to amend the terms of the BGC U.S. OpCo or BGC Global OpCo limited partnership agreements or take any other action that may interfere with Cantor's exercise of its co-investment rights to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. OpCo and BGC Global OpCo by BGC Holdings) or its rights to exchange the BGC Holdings exchangeable limited partnership interests. Founding/working partners and limited partnership unit holders do 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

As of March 31, 2018, BGC Holdings had the following outstanding interests:

- a general partnership interest, which is held indirectly by us;

- BGC Holdings exchangeable limited partnership interests, which are held by Cantor;
- BGC Holdings founding partner interests, which are limited partnership interests held by founding partners;
- BGC Holdings REU and AREU interests, which are limited partnership interests held by REU and AREU partners;
- a special voting limited partnership interest, which is held by us and which entitles us to remove and appoint the general partner of BGC Holdings;
- BGC Holdings working partner interests held by working partners;
- BGC Holdings RPU and ARPU interests, which are types of working partner interests held by RPU and ARPU partners;
- BGC Holdings PSI, PSE, APSI, PSU, APSU, LPU and NPSU interests, which are types of working partner interests held by PSI, PSE, APSI, PSU, APSU, LPU and NPSU partners; and
- Preferred Units ("Preferred Units"), which are working partner units that may be awarded to holders of, or contemporaneous with the grant of, PSUs, PSIs, PSEs, LPUs, REUs, RPUs and AREUs and which carry the same name as the underlying unit, with the insertion of an additional "P" to designate them as Preferred Units.

REU, AREU, RPU, ARPU, PSI, PSU, APSU, PSE, LPU, NPSU, NREU, NPREU, NLPU, NPLPU, NPPSU and Preferred Unit interests are collectively referred to as "limited partnership units."

For a description of the exchange rights and obligations, see "—Exchanges" below. No BGC Holdings founding partner interests were issued after the BGC separation nor will they be. The BGC Holdings founding/working partner interests held by founding/working partners are 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 general partner may determine the total aggregate number of authorized BGC Holdings units.

Any authorized but unissued BGC Holdings units may be issued:

- pursuant to the separation, or as otherwise contemplated by the separation and distribution agreement or the BGC Holdings limited partnership agreement;
- to Cantor and members of the Cantor group, in connection with a reinvestment in BGC Holdings;
- 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 any affiliate, employee or partner thereof, in each case as directed by a BGC Holdings exchangeable limited partner majority in interest (provided that such person or entity is not primarily engaged in a business that competes with BGC Holdings or its subsidiaries);
- as otherwise agreed by us, as general partner, and a BGC Holdings exchangeable limited partner interest majority in interest;
- pursuant to the Participation Plan;
- to any then-current founding/working partner or limited partnership unit holder pursuant to the BGC Holdings limited partnership agreement;
- 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; and
- to Cantor in the event of a termination or bankruptcy of a founding/working partner or limited partnership unit holder or the redemption of a founding/working partner interest or limited partnership unit pursuant to the BGC Holdings limited partnership agreement.

Exchanges

As described above under "Executive Compensation—Introduction—Restructuring and IPO of Newmark and Effect on BGC's Compensation," in connection with the separation, Newmark Holdings interests and units were distributed to holders of BGC Holdings interests and units in proportion to such interests and units of BGC Holdings held by such holders immediately prior to the separation. While we currently expect to pursue a distribution to our stockholders of all of the shares of Newmark's common stock that we then own in a manner that is intended to qualify as generally tax-free for U.S. federal income tax purposes, the determination of whether, when and how to proceed with any such distribution is entirely within our discretion. Prior to the distribution, unless otherwise agreed by BGC, with respect to legacy BGC Holdings units and legacy Newmark Holdings units, to the extent such units are exchangeable, in

order to make an exchange for a share of BGC common stock, a holder must exchange both one legacy BGC Holdings unit and a certain number of legacy Newmark Holdings units as set forth in the BGC Holdings limited partnership agreement, in order to receive one share of BGC common stock. As we have not yet consummated the distribution, all exchanges of BGC Holdings units that are legacy BGC Holdings units described herein are subject to this limitation on exchangeability.

The BGC Holdings limited partnership interests held by Cantor are generally exchangeable with us for BGC Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of BGC Class B common stock, BGC Class A common stock) on a one-for-one basis (subject to customary anti-dilution adjustments).

The BGC Holdings limited partnership interests that Cantor transferred to founding partners in connection with the redemption of their current limited partnership interests in Cantor at the time of the BGC separation are not exchangeable with us unless (1) Cantor reacquires such interests from BGC Holdings upon termination or bankruptcy of the founding partners or redemption of their units (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with BGC Partners for 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 us for 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 the terms and conditions of such exchange cannot in any way diminish or adversely affect our rights or rights of our subsidiaries (it being understood that an obligation by BGC Partners to deliver shares of Class A common stock upon exchange will not be deemed to diminish or adversely affect the rights of us or our subsidiaries) (which exchange of certain interests Cantor expects to permit from time to time). Once a BGC Holdings founding partner interest becomes exchangeable, such founding partner interest is automatically exchanged for our Class A common stock upon termination or bankruptcy of such partner or upon redemption by BGC Holdings.

In particular, the BGC Holdings founding partner interests that Cantor provided are exchangeable with us for our Class A common stock on a one-for-one basis (subject to customary anti-dilution adjustments from time to time), in accordance with the terms of the BGC Holdings limited partnership agreement twenty percent (20%) of the BGC Holdings founding partner interests held by each founding partner became exchangeable upon the closing of the BGC separation, with one-third of the shares receivable by such BGC Holdings founding partner upon a full exchange becoming saleable on each of the first, second and third anniversaries of the closing of the BGC separation (subject to acceleration), subject to applicable law.

Further, the Company provides exchangeability for partnership units under other circumstances in connection with compensation, acquisitions and investments, including as follows:

- In connection with the issuance of the BGC Holdings Notes (as hereinafter defined); and
- The granting of exchangeability of certain BGC Holdings units into shares of our Class A common stock in connection with (i) our partnership redemption, compensation and restructuring programs, (ii) other incentive compensation arrangements, and (iii) business combination transactions.

Notwithstanding the foregoing, to the extent that legacy BGC Holdings units or legacy Newmark Holdings are not exchangeable as of immediately after the separation, the determination of whether to grant an exchange right with respect to such legacy BGC Holdings units and legacy Newmark Holdings units will be made as follows:

- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the BGC group providing services solely to the BGC group, then BGC Partners shall make such determination;
- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the Newmark group providing services solely to the Newmark group, then Newmark shall make such determination; and
- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the BGC group, the Newmark group or the Cantor group providing services to both the BGC group and the Newmark group, then BGC Partners shall make such determination to the extent that the grant of the exchange right relates to compensation for services by such employee to the BGC group, and Newmark shall make such determination to the extent that the grant of the exchange right relates to compensation for services by such employee to the Newmark group. Grants of exchangeability may be made at any time in the discretion of the relevant service recipient, and future grant practices may differ from prior practices, including without limitation in connection with performance achievement, changes in incentive arrangements, accounting principles, and tax laws (including deductibility of compensation) and other applicable laws.

BGC Holdings Exchangeable Limited Partnership Interests

Any working partner interests that are issued will not be exchangeable with us unless we otherwise determine 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 limited partnership units will only be exchangeable for Class A common stock in accordance with the terms and conditions of the grant of such limited partnership units, which terms and conditions will be determined in our sole discretion, as the general partner of BGC Holdings, with the written consent of the BGC Holdings exchangeable limited partnership interest majority in interest with respect to the grant of any exchange right, in accordance with the terms of the BGC Holdings limited partnership agreement.

The one-for-one exchange ratio between BGC Holdings units and Class B common stock and Class A common stock will not be adjusted to the extent that we have made a dividend, subdivision, combination, distribution or issuance to maintain the BGC Partners ratio pursuant to a reinvestment by BGC Partners or its subsidiaries pursuant to its reinvestment right.

Upon our receipt of any BGC Holdings exchangeable limited partnership interest or BGC Holdings founding partner interest, or BGC Holdings limited partnership unit 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 REU interest or BGC Holdings working partner interest that is exchangeable, and will not be exchangeable.

With each exchange, our indirect interest in BGC U.S. OpCo and BGC Global OpCo will proportionately increase, because immediately following an exchange, BGC Holdings will redeem the BGC Holdings unit so acquired for the BGC U.S. OpCo limited partnership interest and the BGC Global OpCo limited partnership interest underlying such BGC Holdings unit. The acquired BGC U.S. OpCo limited partnership interest and BGC Global OpCo 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" below), 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 partnership units and founding partner units then outstanding, reflecting the portion of all such exchangeable limited partnership 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 partnership 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 an REU interest or working partner interest or portion thereof, the aggregate capital account of the BGC Holdings units so exchanged will equal the capital account of the REU interest or working partner interest (or portion thereof), as the case may be, represented by such BGC Holdings units.

We agreed to reserve, out of our 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/working partner interests, if exchangeable, and BGC Holdings limited partnership units, if exchangeable, into shares of BGC Partners Class B common stock or 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 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. We have 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 non-assessable and will be free from pre-emptive rights and free of any encumbrances.

Partnership Enhancement Program

During March 2010, we began a global partnership redemption and compensation restructuring program to enhance our employment arrangements by leveraging our unique partnership structure. Under this program, participating partners generally agree to extend the lengths of their employment agreements, to accept a larger portion of their compensation in partnership units and to other contractual modifications sought by us. Also as part of this program, we redeemed limited partnership interests for cash and/or other units and granted exchangeability to certain units. At the same time, we sold shares of Class A common stock under our controlled equity offering. In connection with the global partnership redemption and compensation program, we granted exchangeability on 17,540,336 million limited partnership units for the year ended December 31, 2017. In addition, during the year ended December 31, 2017, as part of this redemption and compensation program, we redeemed approximately 8,357,198 million limited partnership units at an average price of $10.22 per unit and an aggregate of 0 founding partner units at an average price of $0 per unit. In connection with this program, Cantor agreed to grant exchangeability on certain founding partner units. We did not grant exchangeability on any limited partnership units for the three months ended March 31, 2018 in connection with this program. In addition, during the three months ended March 31, 2018, as part of this program, we redeemed approximately 1,984,025 million limited partnership units at an average price of $14.39 per share and no founding partner units.

Distributions

General

The profit and loss of BGC U.S. OpCo and BGC Global OpCo are generally allocated based on the total number of BGC U.S. OpCo units and BGC Global OpCo units outstanding, other than in the case of certain litigation matters, the impact of which would be allocated to the BGC U.S. OpCo and BGC Global OpCo partners who are members of the BGC Holdings group as described in "—Second Amended and Restated Limited Partnership Agreements of BGC U.S. OpCo and BGC Global OpCo." The profit and loss of BGC Holdings are generally 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 limited partnership unit holders. The minimum distribution for each RPU interest is $0.005 per quarter, provided that, with respect to a BGC legacy unit, the minimum distribution shall be apportioned between the BGC legacy unit on one hand and the Newmark legacy unit on the other hand, based on the relative value of BGC and Newmark, such that the sum of the minimum distribution for such BGC legacy unit and Newmark legacy unit immediately following the distribution shall equal $0.005 with respect to each quarter. For the avoidance of doubt, the distribution provisions of the BGC Holdings limited partnership agreement do not apply to holders of APSUs, AREUs, ARPUs, NLPUs, NPLPUs, NPPSUs, NPREUs, NPSUs and NREUs.

BGC Holdings distributes 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 limited partnership unit holders (and not to us)):

- 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 15th day of each April, June, September and December in the case of a partner that is not an individual, and the 15th 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, 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. OpCo and BGC Global OpCo (other than with respect to selected extraordinary items with respect to founding/working partners or limited partnership unit holders, such as the disposition directly or indirectly of partnership assets outside of the ordinary course of business) unless we determine otherwise, subject to Cantor's consent (as the holder of the BGC Holdings exchangeable limited partnership interest majority in interest). 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 limited partnership unit holder 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 limited partnership unit holder'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 the BGC Holdings general partner determines is appropriate in light of the goodwill associated with 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 the BGC Holdings general partner. 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 adjusted capital account, unless otherwise determined by both the BGC Holdings general partner and Cantor.

The BGC Holdings limited partnership agreement, however, provides 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. OpCo and BGC Global OpCo 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 limited partnership unit holders and Cantor as described below under "—Second Amended and Restated Limited Partnership Agreements of BGC U.S. OpCo and BGC Global OpCo—Distributions." In addition, in the discretion of the BGC Holdings general partner, distributions with respect to selected extraordinary transactions, as described below, may be withheld from the founding/working partners and the limited partnership unit holders and distributed over time subject to the satisfaction of conditions set by us, as the general partner of BGC Holdings, such as continued service to us. See "—Redemption of BGC Holdings Founding/Working Partner Interests and Limited Partnership Interests." These distributions that may be withheld relate to income items from non-recurring events, including, without limitation, items that would be considered "extraordinary items" under U.S. GAAP and recoveries with respect to claims for expenses, costs and damages (excluding any recovery that does not result in monetary payments to BGC Holdings) attributable to extraordinary events affecting BGC Holdings (such events may include, unless otherwise determined by the BGC Holdings general partner, any disposition, directly or indirectly (including deemed sales), of capital stock of any affiliate owned by BGC Holdings, whether or not recurring in nature). The BGC Holdings general partner may also deduct from these withheld amounts all or a portion of any extraordinary expenditures from non-recurring events that it determines are to be treated as extraordinary expenditures, including, without limitation, any distribution or other payment (including a redemption payment) to a BGC Holdings partner, the purchase price or other cost of acquiring any asset, any other non-recurring expenditure of BGC Holdings, items that would be considered "extraordinary items" under U.S. GAAP, and expenses, damages or costs attributable to extraordinary events affecting BGC Holdings (including actual, pending or threatened litigation). Any amounts that are withheld from distribution and forfeited by the founding/working partners and the limited partnership unit holders 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 and Limited Partnership Units

Founding/working partners currently hold five 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, and Grant. In addition, there are separate classes of working partner interests called RPUs, PSUs, and PSIs and there are limited partnership units called REUs. In addition, effective April 1, 2011, five new units were created. AREUs, ARPUs, APSUs and APSI are identical in all respects to existing REUs, RPUs, PSU and PSI, respectively, except that (i) until any related distribution conditions specified in the applicable award agreement are met, if ever, only net losses shall be allocable with respect to such units; and (ii) no distributions shall be

made until such distribution conditions are met. The other new unit created in 2011, the PSE, is identical in all respects to existing PSUs, except that (x) PSEs shall require minimum distributions of no less than $0.015 per fiscal quarter; and (y) such distributions may be delayed for up to four quarters in the discretion of the General Partner of our Partnership; provided that, with respect to a BGC legacy unit that is a PSE, the minimum distribution shall be apportioned between such BGC legacy unit on one hand and the related Newmark legacy unit on the other hand, based on the relative value of BGC and Newmark, such that the sum of the minimum distribution for such BGC legacy unit and Newmark legacy unit immediately following the distribution shall equal $0.015 with respect to each quarter. Further, effective December 17, 2012, a new unit was created, the LPU, which is identical in all respects to the existing PSU, except that the LPU shall be available for issuance only to members of a certain U.K. limited liability partnership. In addition, on November 6, 2013, the Preferred Units were created as discussed above. Also, on May 9, 2014, the NPSUs were created as discussed above.

The term "limited partnership units" is generally used to refer to REUs, AREUs, RPUs, ARPUs, PSUs, APSUs, PSIs, APSIs, PSEs, LPUs, NPSUs, NREUs, NPREUs, NLPUs, NPLPUs, NPPSUs or the Preferred Unit equivalents of such limited partnership units as described above.

In general, the rights and obligations of founding/working partners with respect to their BGC Holdings units are similar, but not identical, to the rights and obligations of the founding partners, as limited partners in Cantor with respect to their Cantor units. Each class of BGC Holdings units held by founding/working partners generally entitles the holder to receive a pro rata share of the distributions of income received by BGC Holdings. See "—Distributions" below. 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, 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, the applicable HD II Account Obligation or HD III Account Obligation 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 "—Redemption of BGC Holdings Founding/Working Partner Interests and Limited Partnership Units." 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.

With respect to the limited partnership units, each grant of REUs or AREUs will have associated with it an "REU post-termination amount" or an "AREU post-termination amount" which represents an amount payable to the REU or AREU holder upon redemption of such units. A partner's entitlement to the REU or AREU post-termination amount will vest ratably over three years or according to such schedule as determined by BGC Holdings at the time of grant. In lieu of paying all or a portion of the REU or AREU post-termination amount, BGC Holdings may cause the REUs or AREUs held by a redeemed partner to be automatically exchanged for shares of BGC Partners Class A common stock at the applicable exchange ratio.

The value of such shares may be more or less than the applicable post-termination amount. These payments of cash and/or shares are conditioned on the former REU or AREU holder not violating his or her partner obligations or engaging in any competitive activity prior to the date such payments are made, and are subject to reduction if any losses are allocated to such REUs or AREUs. From time to time, the terms of specific grants of REUs or AREUs will vary, which variations may include limitations on the income or distributions and may also provide for exchangeability at an identified time or upon the occurrence of certain conditions. RPUs and APSUs have similar features to existing REU and AREU interests except that (i) they provide for a minimum distribution of $0.005 per quarter and (ii) they provide that if BGC Holdings were to be dissolved, the obligation to provide Post-Termination Payments to terminated partners holding RPUs or ARPUs is cancelled. PSUs, APSUs, PSIs, PSEs and APSIs are similar to REUs, AREUs, RPUs and ARPUs, respectively, except that they do not have post-termination payments. Preferred Units are entitled solely to the Preferred Distribution and, similarly, do not have post-termination payments. NPSUs are identical to PSUs except that they are not entitled to participate in partnership distributions, will not be allocated any items of profit or loss and may not be made exchangeable into shares of our Class A common stock, but may be converted into PSUs or PPSUs in the sole discretion of the General Partner of our Partnership. The N Units are identical to their underlying units except that they are not entitled to participate in partnership distributions, will not be allocated any items of profit or loss and may not be made exchangeable into shares of our Class A common stock, but may be converted into the underlying unit in the sole discretion of the General Partner of the Partnership and subject to the approval of the Compensation Committee.

Partner Obligations

Each of the founding/working partners and each of the limited partnership unit holders are 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 limited partnership unit holders that they 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, not to, directly or indirectly (including by or through an affiliate):

- breach a founding/working partner's or limited partnership unit holder'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 limited partnership unit holder;
- engage in any activity of the nature set forth in clause (1) of the definition of the competitive activity (as defined below) through the two-year period following the date on which such partner ceases for any reason to be a founding/working partner or limited partnership unit holder;

- 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 limited partnership unit holder 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 limited partnership unit holder;
- make or participate in the making of (including through the applicable partner's or any of his, her or its affiliates, respective agents or representatives) any comments to the media (print, broadcast, electronic or otherwise) that are disparaging regarding BGC Partners or the senior executive officers of BGC Partners or are otherwise contrary to the interests of BGC Partners as determined by the 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 limited partnership unit holder, 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 Opportunity; Fiduciary Duty" below) take advantage of, or provide another person with the opportunity to take advantage of, a BGC Partners "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 requires granting BGC Partners a right of first refusal to acquire any assets, stock or other ownership interest in a business being sold by any partner 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 that BGC Partners rejects but reserves for possible further action by BGC Partners 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 limited partnership unit holder, as the case may be; or
- otherwise take any action to harm, that harms or that reasonably could be expected to harm, BGC Partners for a four-year period following the date on which a founding/working partner or a limited partnership unit holder, as the case may be, ceases, for any reason, to be a founding/working partner or a limited partnership unit holder, as the case may be, including any breach of its confidentiality obligations.

A founding/working partner or limited partnership unit holder 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;

(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 will be as an 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 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, any member of the Cantor group or affiliated entity if such business was first engaged in by Cantor or BGC Partners took

substantial steps in anticipation of commencing such business and prior to the date on which such founding/working partner or limited partnership unit holder, as the case may be, ceases to be a founding/working partner or limited partnership unit holder, as the case may be.

Notwithstanding anything to the contrary, and unless Cantor determines otherwise, none of such partner obligations apply to any founding/working partner or limited partnership unit holder that is also a Cantor company. Such partners are exempt from these partner obligations.

The determination of whether a founding/working partner or limited partnership unit holder has breached his or her partner obligations will be made in good faith by the BGC Holdings general partner in its sole and absolute discretion, which determination will be final and binding. If a founding/working partner or a limited partnership unit holder 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, BGC Holdings will redeem all of the units held by such partner for a redemption price equal to their base amount, and such partner will have no right to receive any further distributions, or payments of cash, stock or property, to which such partner otherwise might be entitled.

Any founding/working partner or limited partnership unit holder, 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 and expenses, 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 limited partnership unit holder, 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 expenses 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 limited partnership unit holder, as the case may be, will 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. OpCo, BGC Global OpCo 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, 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 will also be considered terminated upon the termination of the beneficial owner, grantor, beneficiary or trustee of such partner.

A founding/working partner or a limited partnership unit holder, as the case may be, will 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 himself, herself 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 constitutes a bankruptcy of a founding/working partner or limited partnership unit holder, as the case may be, unless the BGC Holdings general partner so determines in its sole and absolute discretion.

Redemption of BGC Holdings Founding/Working Partner Interests and Limited Partnership Units

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 limited partnership unit holders (in each case, to the extent such interests have not become exchangeable) are subject to purchase and redemption by BGC Holdings in the following circumstances (subject to Cantor's right to purchase such interests from BGC Holdings as described in "—Cantor's Right to Purchase Redeemed Interests"):

- except as otherwise agreed to by each of the BGC Holdings general partner, the BGC Holdings exchangeable limited partners (by a majority in interest of the BGC Holdings exchangeable limited partnership interests) and the applicable founding partner, upon 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), 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 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 interests to another partner); and
- except as otherwise agreed to by each of the BGC Holdings general partner and the applicable working partner or limited partnership unit holder, as the case may be, upon (1) any termination or bankruptcy of a working partner or limited partnership unit holder, 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 or limited partnership unit holder 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 such REUs to BGC Holdings, all of the working partner interests 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 interests to another partner).

Founding/working partner interests or REU or RPU 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 interest or limited partnership unit holder interest, 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 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, provided, however, in all cases where the BGC Holdings unit is a legacy BGC Holdings unit and the distribution has not yet occurred, the redemption price will be adjusted to address the portion of BGC Holdings legacy units and Newmark Holdings legacy units held by such founding partners, working partners and limited partnership unit holders. In the circumstances described above, BGC Holdings limited partnership interests that have become exchangeable will be automatically exchanged for BGC Partners Class A common stock, provided that in all cases where the distribution has not yet occurred and the exchangeable BGC Holdings unit is a legacy BGC Holdings unit, instead of common stock, BGC Holdings shall purchase the BGC Holdings legacy unit at a price determined in accordance with the terms of the BGC Holdings limited partnership agreement.

Each grant of REUs or RPUs will have associated with it a "post-termination amount," which represents an amount payable to the REU or RPU holder upon redemption of such units. A partner's entitlement to the post-termination amount will vest ratably over three years or according to such schedule as determined by BGC Holdings at the time of grant. In lieu of paying all or a portion of the post-termination amount, BGC Holdings may cause the REUs or RPUs held by a redeemed partner to be automatically exchanged for shares of BGC Partners Class A common stock at the applicable exchange ratio. The value of such shares may be more or less than the applicable post-termination amount. These post-termination payments are conditioned on the former REU or RPU holder not violating his or her partner obligations or engaging in any competitive activity prior to the date such payments are made, and are subject to reduction if any losses are allocated to such REUs or RPUs.

The aggregate redemption price for a founding partner interest is generally equal to the adjusted capital account of such interest.

In general, with respect to founding partner interests, working partner interests or limited partnership unit holder interests that have not become exchangeable and that are held by terminated or bankrupt founding/working partners or terminated or bankrupt limited partnership unit holders, 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 of BGC Holdings founding/working partner interests and BGC Holdings REU and RPU interests designated as Grant Units, High Distribution III Units and High Distribution IV Units will each at all times be zero. The base amount is calculated pursuant to a formula, and it reflects a larger percentage of the total redemption price for working partners who have been partners for a longer period in BGC Holdings. The portion of the redemption price that is to be paid to a terminated or bankrupt founding/working partner or terminated or bankrupt REU or RPU partner, as the case may be, on each of the four anniversaries following a redemption is conditioned on such partner not having engaged in a competitive activity or violated his or her partner obligations. In addition, redemption prices shall be adjusted in the case of legacy BGC Holdings units as described in the BGC Holdings limited partnership agreement.

The general partner of BGC Holdings may also withhold each founding/working partner or limited partner unit holder'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 REU or RPU 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 engaging 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. In addition, such payments shall be adjusted in the case of legacy BGC Holdings units as described in the BGC Holdings limited partnership agreement.

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 holder's HD II Account Obligation or HD III Account Obligation, as applicable, as described above in "—Classes of Founding/Working Partner Interests and Limited Partnership Units." 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 and shall also be adjusted in the case of legacy BGC Holdings units as described in the BGC Holdings limited partnership agreement.

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.

BGC Holdings may in its discretion make redemption payments in property, including in BGC Partners shares, rather than in cash and may in its discretion accelerate the amount of these payments and, with the consent of a BGC Holdings exchangeable limited partnership interest majority in interest, in recognition of a founding/working partner's or REU or RPU 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. OpCo and BGC Global OpCo to redeem and purchase from BGC Holdings a number of BGC U.S. OpCo units and BGC Global OpCo units, in each case, equal to (1) the number of units underlying the redeemed or purchased BGC Holdings founding/working partner interests or REU or RPU 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 REU or RPU interests, as the case may be. The purchase price paid to BGC U.S. OpCo and BGC Global OpCo 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. OpCo general partner and the BGC Global OpCo general partner, BGC U.S. OpCo and BGC Global OpCo may, instead of cash, pay all or a portion of such aggregate purchase price, in publicly traded shares. The PSUs, PSIs, LPUs and the Preferred Units are redeemable at the discretion of the general partner of BGC Holdings.

If the partnership or the general partner, as the case may be, is entitled to exercise discretion under the BGC Holdings limited partnership agreement with respect to BGC Holdings legacy units, then the general partner or the partnership, as the case may be, may exercise the same discretion with respect to the corresponding Newmark Holdings legacy units.

Cantor's Right to Purchase Redeemed Interests

BGC Holdings Founding Partner Interests

Cantor has a right to purchase any BGC Holdings founding partner interests that have not become exchangeable that are redeemed 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 has 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 and (2) the amount equal to (x) the number of units underlying such founding partner interests, 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 interests, as the case may be) so purchases such founding partner interests at a price equal to clause (2) above, neither Cantor nor any member of the Cantor group nor BGC Holdings nor any other person is obligated to pay BGC Holdings or the holder of such founding partner interests any amount in excess of the amount set forth in clause (2) above.

In addition, in the event that current, terminating or terminated partners are permitted by the Company to exchange any portion of their founding partner units and Cantor consents to such exchange, the Company, pursuant to the terms of the BGC Holdings limited partnership agreement which were adopted as part of the Sixth Amendment to Amended and Restated BGC Holdings Partnership Agreement (we refer to such provisions as the "Sixth Amendment"), shall offer Cantor the right to purchase the same number of new exchangeable limited partnership interests in BGC Holdings at the price it would have paid for the founding partner units had the Company redeemed them. Such interests, if issued, would be subject to, and granted in accordance with, applicable laws, rules and regulations then in effect.

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 BGC Partners Class B common stock or, at Cantor's election, shares of BGC Partners 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 BGC Partners' business at a less expensive price than through purchasing shares of BGC Partners Class A common stock, which is a result of the price payable by Cantor to BGC Holdings upon exercise of its right to purchase equivalent exchangeable interests.

BGC Holdings Working Partner Interests and BGC Holdings Limited Partnership Units

Cantor has a right to purchase any BGC Holdings working partner interests or BGC Holdings limited partnership units (in each case that have not become exchangeable), as the case may be, that are redeemed by BGC Holdings if BGC Holdings elects to transfer the right to purchase such interests to a BGC Holdings partner rather than redeem such interests itself. Cantor has the right to purchase such interests on the same terms that such BGC Holdings partner would have a right to purchase such interests.

On November 1, 2010, the Audit and Compensation Committees of the Board of Directors of the Company authorized the Company's management from time to time to cause it to enter into various compensatory arrangements with partners, including founding partners who hold non-exchangeable founding partner units that Cantor has not elected to make exchangeable into shares of Class A common stock. These arrangements, which may be entered into prior to or in connection with the termination of such partners, include but are not limited to the grant of shares or other awards under the Long Term Incentive Plan, payments of cash or other property, or partnership awards under the BGC Holdings' Participation Plan or other partnership adjustments, which arrangements may

result in the repayment by such partners of any partnership loans or other amounts payable to or guaranteed by Cantor earlier than might otherwise be the case, and for which the Company may incur compensation charges that it might not otherwise have incurred had such arrangements not been entered into.

On November 7, 2017, the Company issued exchange rights with respect to, and Cantor purchased, in transactions exempt from registration pursuant to Section 4(a)(2) of the Securities Act, an aggregate of 1,179,788 exchangeable limited partnership units in BGC Holdings, as follows: In connection with the redemption by BGC Holdings of an aggregate of 823,178 non-exchangeable founding partner units from founding partners of BGC Holdings for an aggregate consideration of $2,828,629, Cantor purchased 823,178 exchangeable limited partnership units from BGC Holdings for an aggregate of $2,828,629. In addition, pursuant to the Sixth Amendment, on November 7, 2017, Cantor purchased 356,610 exchangeable limited partnership units from BGC Holdings for an aggregate consideration of $1,091,175 in connection with the grant of exchangeability and exchange for 356,610 founding partner units. As of December 31, 2017, there were 418,606 founding partner units remaining which BGC Holdings had the right to redeem or exchange and with respect to which Cantor had the right to purchase an equivalent number of Cantor units.

As of March 31, 2018, there were 416,313 founding/working partner units remaining in which BGC Holdings had the right to redeem and Cantor had the right to purchase an equivalent number of Cantor units.

Transfers of Interests

In general, subject to the exceptions described below, no BGC Holdings partner may transfer or agree or otherwise commit 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:

- pursuant to a permitted exchange under the BGC limited partnership agreement;
- to any Cantor Company;
- in connection with an exchange with BGC Partners, if applicable;
- if the transferor limited partner is a member of the Cantor group, to any person; 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), provided that if such transfer could reasonably be expected to result in the partnership being classified or treated as a publicly traded partnership for U.S. federal income tax purposes, the withholding of consent to such transfer shall not be deemed unreasonable).

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 an exchange with BGC Partners, if applicable;
- pursuant to a redemption;
- if the transferee limited partner is 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 or no reason), to any other person.

Working partners and limited partnership unit holders may transfer BGC Holdings working partner interests or BGC Holdings limited partnership units, as the case may be, in the following circumstances:

- pursuant to a redemption, in the case of working partners, and pursuant to the grants concurrently with the BGC separation, in the case of limited partnership unit holders;
- in connection with an exchange with BGC Partners, if applicable;
- if the transferee limited partner is 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 BGC 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 the part of BGC Holdings, BGC Partners or any other person).

The general partner may transfer its general partnership interest in the following circumstances:

- 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 or no 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 apparent on the face thereof in order to further the parties' intent or to correct any formality or error or incorrect statement 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 an limited partnership unit holder, as the case may be, in the partnership or the value of founding/working partner interests or limited partnership units, 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 become 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 limited partnership unit holder, 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 contains similar corporate opportunity provisions to those included in BGC Partners' certificate of incorporation with respect to BGC Partners and/or Cantor and their respective representatives. See "—Potential Conflicts of Interest and Competition Among Cantor, BGC and Newmark."

Parity of Interests

The BGC Holdings limited partnership agreement provides that it is the non-binding intention of BGC Holdings and each of the partners of BGC Holdings that the BGC Holdings ratio at all times equals one. It is 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. OpCo of BGC U.S. OpCo units to or held by BGC Holdings so that the BGC Holdings ratio at all times equals one. In August 2008, we were authorized to cause BGC Holdings to issue REUs in connection with acquisitions and to provide for such acquisitions to be done in only one of BGC U.S. OpCo or BGC Global OpCo when appropriate. In such event, we are authorized to break parity with respect to outstanding units in such entities, although no decision to do so has been made at this time.

Second Amended and Restated Limited Partnership Agreements of BGC U.S. OpCo and BGC Global OpCo

Effective as of December 13, 2017, each of BGC U.S. OpCo and BGC Global OpCo entered into a second amended and restated limited partnership agreement. The second amended and restated limited partnership agreements of each of BGC U.S. OpCo and BGC Global OpCo provide that, at our election, in connection with a repurchase of our Class A common stock or similar actions, BGC U.S. OpCo and BGC Global OpCo will redeem and repurchase from us a number of units in BGC U.S. OpCo and BGC Global OpCo equivalent to the number of shares of Class A common stock repurchased by us in exchange for cash in the amount of the gross proceeds to be paid in connection with such stock repurchase. The proportion of such amount to be paid by BGC U.S. OpCo or BGC Global OpCo will be determined by BGC Partners. Certain technical amendments were also made to conform such limited partnership agreements to the BGC Holdings limited partnership agreement.

Management

BGC U.S. OpCo and BGC Global OpCo each are managed by their general partner, which is BGC Holdings. BGC Holdings, in turn, holds the BGC U.S. OpCo general partnership interest and the BGC U.S. OpCo special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC U.S. OpCo, and the BGC Global OpCo general partnership interest and the BGC Global OpCo special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of BGC Global OpCo, and serves as the general partner of each of BGC U.S. OpCo and BGC Global OpCo, which entitles BGC Holdings (and thereby, BGC Partners) to control each of BGC U.S. OpCo and BGC Global OpCo, subject to limited consent rights of Cantor and to the rights of BGC Holdings as the special voting limited partner. BGC Holdings holds its BGC U.S. OpCo general partnership interest through a Delaware limited liability company, BGC Holdings, LLC, and holds its BGC Global OpCo general partnership interest through a company incorporated in the Cayman Islands, BGC Global OpCo Holdings GP Limited.

"Cantor's consent rights" means that BGC Holdings, in its capacity as general partner of each of BGC U.S. OpCo and BGC Global OpCo, is required to obtain Cantor's consent to amend the terms of the BGC U.S. OpCo limited partnership agreement or BGC Global OpCo limited partnership agreement or take any other action that may adversely affect Cantor's exercise of its co-investment rights to acquire BGC Holdings limited partnership interests (and the corresponding investment in BGC U.S. OpCo and BGC Global OpCo by BGC Holdings) or right to exchange BGC Holdings exchangeable limited partnership interests. BGC Partners, 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. OpCo and BGC Global OpCo, to make any amendments (other than ministerial or other immaterial amendments) to the limited partnership agreement of either BGC U.S. OpCo or BGC Global OpCo unless such action is approved by a majority of BGC Partners' independent directors.

Classes of Interests in the OpCos

As of the date hereof, BGC U.S. OpCo and BGC Global OpCo each had the following outstanding interests:

- a general partnership interest, which is held by BGC Holdings;
- limited partnership interests, which are directly and indirectly held by BGC Partners and BGC Holdings; and
- a special voting limited partnership interest, which is held by BGC Holdings and which entitles the holder thereof to remove and appoint the general partner of BGC U.S. OpCo or BGC Global OpCo, as the case may be.

The general partner shall determine the aggregate number of authorized units in each of BGC U.S. OpCo and BGC Global OpCo.

Any authorized but unissued BGC U.S. OpCo units or BGC Global OpCo units, as the case may be, may be issued:

- to 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. OpCo and BGC Global OpCo;
- to BGC Holdings or members of its group in connection with a redemption pursuant to the BGC Holdings limited partnership agreement as described in "—Second Amended and Restated BGC Holdings Limited Partnership Agreement—Redemption of BGC Holdings Founding/Working Partner Interests and Limited Partnership Units";
- 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. OpCo or BGC Global OpCo, 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. OpCo or BGC Global OpCo 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. OpCo or BGC Global OpCo.

Distributions

The profit and loss of BGC U.S. OpCo and BGC Global OpCo are generally allocated based on the total number of BGC U.S. OpCo units and BGC Global OpCo units outstanding, other than in the case of certain litigation matters, the impact of which is allocated to the BGC U.S. OpCo and BGC Global OpCo partners who are members of the BGC Holdings group.

BGC U.S. OpCo and BGC Global OpCo each distribute to each of its partners (subject to the allocation of certain litigation matters to BGC U.S. OpCo and BGC Global OpCo partners, as the case may be, who are members of the BGC Holdings group):

- on or prior to each estimated tax due date (the 15th day of each April, June, September and December, in the case of a partner that is not an individual, and the 15th 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;
- 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

- as promptly as practicable after the end of each fiscal quarter (or on such other date and time as determined by the general partner) , an amount equal to (a) all amounts allocated to such partner's capital account with respect to such quarter pursuant to the BGC U.S. OpCo limited partnership agreement or BGC Global OpCo 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 so long as such reduction does not bring the amount below zero.

BGC U.S. OpCo or BGC Global OpCo, 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. OpCo or BGC Global OpCo, as the case may be. In addition, if BGC U.S. OpCo or BGC Global OpCo, 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, then BGC U.S. OpCo or BGC Global OpCo, 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.

The limited partnership agreements of BGC U.S. OpCo and BGC Global OpCo also provide that at the election of BGC Partners, in connection with a repurchase of its Class A common stock or similar actions, BGC U.S. OpCo and BGC Global OpCo may redeem and repurchase from BGC Partners a number of units equivalent to the number of shares of common stock repurchased by BGC Partners in exchange for cash in the amount of the gross proceeds to be paid in connection with such stock repurchase. The proportion of such amount to be paid by BGC U.S. OpCo and BGC Global OpCo shall be determined by BGC Partners.

Transfers of Interests

In general, subject to the exceptions described below, no BGC U.S. OpCo partner or BGC Global OpCo 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. OpCo or BGC Global OpCo, as the case may be.

Limited partners of BGC U.S. OpCo and BGC Global OpCo may transfer their limited partnership interests in the following circumstances:

- 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 BGC 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 the part of BGC U.S. OpCo or BGC Global OpCo, as the case may be, BGC Holdings or any other person).

The general partner may transfer its general partnership interest in the following circumstances:

- 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. OpCo or BGC Global OpCo, as the case may be, for any reason, or for no reason whatsover, 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. OpCo or BGC Global OpCo, 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. OpCo or BGC Global OpCo interest, as the case may be, or otherwise subject such interest to any encumbrance, except those created by the BGC U.S. OpCo limited partnership agreement or BGC Global OpCo limited partnership agreement, as the case may be.

Amendments

Each of the BGC U.S. OpCo and BGC Global OpCo 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. OpCo or BGC Global OpCo, as the case may be. In addition, each of the BGC U.S. OpCo and BGC Global OpCo 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. OpCo or BGC Global OpCo, 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. OpCo or BGC Global OpCo limited partnership agreement, as the case may be.

Corporate Opportunity; Fiduciary Duty

The BGC U.S. OpCo limited partnership agreement and BGC Global OpCo limited partnership agreement contain similar corporate opportunity provisions to those included in the BGC Partners certificate of incorporation with respect to BGC Partners and/or BGC Holdings and their respective representatives. See "—Potential Conflicts of Interest and Competition Among Cantor, BGC and Newmark."

Parity of Interests

The BGC U.S. OpCo limited partnership agreement and BGC Global OpCo limited partnership agreement provide that it is the non-binding intention of each of the partners of BGC U.S. OpCo and BGC Global OpCo and each of BGC Global OpCo and BGC U.S. OpCo that the number of outstanding BGC U.S. OpCo units equals the number of outstanding BGC Global OpCo units except with respect to units issued in connection with acquisitions. It is the non-binding intention of each of the partners of BGC U.S. OpCo and BGC Global OpCo and each of BGC Global OpCo and BGC U.S. OpCo that there be a parallel issuance or repurchase transaction by BGC U.S. OpCo or BGC Global OpCo in the event of any issuance or repurchase by the other OpCo other than in the event of an acquisition so that the number of outstanding BGC U.S. OpCo units at all times equals the number of outstanding BGC Global OpCo units.

At the Company's election, in connection with a repurchase of our Class A common stock or similar actions, BGC U.S. OpCo and BGC Global OpCo will redeem and repurchase from the Company a number of units in BGC U.S. OpCo and BGC Global OpCo equivalent to the number of shares of Class A common stock repurchased by the Company in exchange for cash in the amount of the gross proceeds to be paid in connection with such stock repurchase. The proportion of such amount to be paid by BGC U.S. OpCo or BGC Global OpCo will be determined by BGC Partners.

BGC Administrative Services Agreements and Tower Bridge

We have entered into a series of administrative services agreements between our affiliates and those of Cantor which generally have an initial term of three years. Thereafter, each administrative services agreement renews automatically for successive one-year terms, unless any party provides written notice to the other parties of its desire to terminate the agreement at least 120 days before the end of any such year ending during the initial or extended term, in which event such 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 an administrative services agreement 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.

During the term of each administrative services agreement, the parties will 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. Cantor is entitled to continued use of hardware and equipment it used prior to the date of any applicable administrative services agreement on the terms and conditions provided even in the event BGC Partners terminates such administrative services agreement, although there is no requirement to repair or replace.

Each administrative services agreement generally provides that direct costs incurred are charged back to the service recipient along with a reasonable allocation of other costs. Additionally, the services recipient generally indemnifies 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. In accordance with each administrative service agreement, we have not recognized any liabilities related to services provided to service recipient affiliates.

In March 2011, the Audit Committee authorized us to receive an allocation of the differential between our and Cantor's average increase in total compensation year over year to employees shared with Cantor under each administrative services agreement without a corresponding increase in allocation to Cantor for 2010. For 2011, the Committee also authorized that the differential in average increase in total compensation for that year to shared employees be allocated to us only. In each case, such total compensation shall be allocated or credited to us only in respect of the period for which the awards were made (regardless of the ultimate charges associated with such awards) and shall be calculated at the date of grant and equal the total cash paid by us to each employee plus the number of partnership or equity units issued to such employee multiplied by the price of a share of our Class A common stock on the date of grant plus the gross amount of any cash advance distribution loan made to such employee.

We 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, we and our affiliates will continue to do the same in Asia as well. We will provide these assets and office space to Tower Bridge (defined below) in the U.K. to allow it to conduct its business. We will charge Cantor on the same basis as it charges Tower Bridge (although we will charge Tower Bridge without any mark-up). Tower Bridge and its affiliates will charge Cantor on the basis described above for such assets and office space. These assets may be subject to operating leases with third-party leasing companies. We believe that the rate on such leases, subleases or licenses is no greater than would be incurred with a third party on an arm's-length basis.

In the U.S., Cantor and its affiliates provide us with administrative services and other support for which Cantor charges us based on the cost of providing such services. Such support includes allocations for occupancy of office space, utilization of fixed assets and accounting, operations, human resources and legal services. In connection with the services Cantor provides, we and Cantor entered into an employee lease agreement whereby certain employees of Cantor are deemed leased employees of ours. In the U.S., we provide Cantor with technology services for which we charge Cantor based on the cost of providing such services. The fees paid to Cantor for administrative and support services, other than those to cover the compensation costs of leased employees, are included as part of "Fees to related parties" in our consolidated statements of operations. The fees paid to Cantor to cover the compensation costs of leased employees are included as part of "Compensation and employee benefits" in our consolidated statements of operations.

Throughout Europe and Asia, we provide Cantor with administrative services, technology services and other support for which we charge Cantor based on the cost of providing such services plus a mark-up, generally 7.5%. In the U.K., we provide these services to Cantor through Tower Bridge International Services L.P. ("Tower Bridge"). We own 52% of Tower Bridge and consolidate it, and Cantor owns 48%. Cantor's interest in Tower Bridge is reflected as a component of "Noncontrolling interest in subsidiaries" in our consolidated statements of

financial condition, and the portion of Tower Bridge's income attributable to Cantor is included as part of "Net income attributable to noncontrolling interest in subsidiaries" in our consolidated statements of operations. The right to share in profits and losses and receive distributions from Tower Bridge is divided between us (on behalf of our nominated entities) and Cantor (on behalf of its nominated entities) based on these ownership interests.

On January 9, 2012, Tower Bridge entered into six new administrative services agreements, which we refer to as the "New ASAS," effective December 31, 2011, under which Tower Bridge provides specified administrative services to each of our six U.K. affiliates: BGC Brokers L.P., Cantor Fitzgerald Europe, BGC International, eSpeed International Limited, eSpeed Support Services Limited and Cantor Index Limited, which we refer to as the "U.K. Entities." In the event of any conflict between the administrative services agreements and the New ASAs, the New ASAs will govern. The New ASAs terminate the existing administrative service agreements in relation to the U.K. Entities only. The New ASAs are compliant with relevant regulatory requirements in the U.K. and comply with the FSA rules relating to outsourcing of material functions under Section 8 of the Senior Management Arrangements, Systems and Controls. The New ASAs do not materially change the services obligations between the parties and the existing commercial relationships have been broadly retained. The New ASAs provide for various provisions, including additional service levels, a longer termination period, step-in rights for the U.K. Entities, continuation rights on insolvency, audit rights for the U.K. Entities and their regulators, and provision of business continuity in the event of an outage or incident.

Each New ASA commenced on December 31, 2011 and will remain in force until terminated in accordance with its terms. A U.K. Entity may terminate the New ASA on 365 days' notice, for material uncorrected breaches, insolvency of Tower Bridge or a force majeure event which continues for three months or more. A U.K. Entity may also terminate specific services upon 365 days' notice (or a shorter period if the parties agree in writing), and Tower Bridge may terminate specific services with a U.K. Entity's consent. Tower Bridge may terminate the New ASA on 365 days' notice or for material uncorrected breaches, for failure to pay or a force majeure event which continues for three months or more. The charges to a U.K. Entity for services are calculated using the direct cost to Tower Bridge of providing the services plus a transfer pricing markup which varies according to which entity provides the services.

If Tower Bridge becomes insolvent, then a U.K. Entity can (1) terminate the New ASA at any time on written notice or (2) step in and take over the provision of the services itself either directly or via a nominated third party (to the extent permitted under insolvency laws). Step-in rights may only be exercised where the U.K. Entity reasonably believes that crucial functions have been substantially prevented, hindered or delayed and only apply to the service in question. In such a situation, Tower Bridge is required to fully cooperate with the U.K. Entity and the U.K. Entity must pay for third-party costs. Step-in rights cease when Tower Bridge is able to perform the services again. Step in rights are also available to a U.K. Entity on material breach, default or non-performance by Tower Bridge. If a U.K. Entity becomes insolvent, Tower Bridge may terminate the New ASA in certain limited circumstances. Tower Bridge is required to continue to provide the services for a period of 90 days post-insolvency (provided the U.K. Entity pays for those post insolvency services) notwithstanding that it might be owed money by the U.K. Entity for services provided pre-insolvency.

Tower Bridge charges 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 remains responsible for its own regulatory and other compliance functions. For the year ended December 31, 2017, the Company recognized related party revenues of $28.5 million for the services provided to Cantor, including fees related to the Special Asset Servicing Arrangement between Berkeley Point Financial LLC ("Berkeley Point") and CCRE. These revenues are included as part of "Fees from related parties" in the Company's consolidated statements of operations. For the year ended December 31, 2017, the Company was charged $64.3 million for the services provided by Cantor and its affiliates, of which $35.3million was to cover compensation to leased employees for the year ended December 31, 2017. For information on the administrative service agreements relating to Newmark, please see "—Transactions with Newmark—Newmark Administrative Service Agreement" below.

ELX Futures, L.P.

The Company, together with other leading financial institutions, formed ELX Futures, L.P. ("ELX"), a limited partnership that has established a fully-electronic futures exchange. Cantor provides certain administrative and similar services to ELX. Effective December 23, 2014, the Company began consolidating ELX in its consolidated financial statements. Prior to consolidating ELX, the Company accounted for ELX under the equity method of accounting. ELX became a dormant contract market on July 1, 2017.

During the year ended December 31, 2017, the Company made no capital contributions to ELX. On March 28, 2012, the Company entered into a credit agreement with ELX, whereby the Company has agreed to lend ELX up to $16.0 million. As of December 31, 2017, the Company had not loaned ELX any amounts under this agreement. The Company has entered into a technology services agreement with ELX pursuant to which the Company provides software technology licenses, monthly maintenance support and other technology services as requested by ELX. As part of the Company's sale to Nasdaq, Inc. of certain assets relating to the U.S. Treasury benchmark business, the Company sold the technology services agreement with ELX to Nasdaq. For the year ended December 31, 2017, the Company recognized no related party revenues for the services provided to Cantor.

Amended and Restated Tax Receivable Agreement

Certain interests in BGC Holdings may, in effect, be exchanged in the future for shares of BGC Partners Class A common stock or BGC Partners Class B common stock on a one-for-one basis (subject to customary anti-dilution adjustments). The exchanges may result in increases to our share of the tax basis of the tangible and intangible assets of each of BGC U.S. OpCo and BGC Global OpCo and, so long as Newmark remains a consolidated subsidiary Newmark OpCo 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 we would otherwise be required to pay in the future.

We are party to a tax receivable agreement with Cantor, that provides for the payment by us 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 we actually realize 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 we will benefit from the remaining 15% of cash savings, if any, in income tax that we realize. Pursuant to the tax receivable agreement, we will determine, after consultation with Cantor, the extent to which we are permitted to claim any such tax benefits, and such tax benefits will be taken into account in computing any cash savings so long as our accountants agree that it is at least more likely than not that such tax benefit is available. Cantor has not exercised this right to date, but there can be no assurance that it will not do so in the future.

Pursuant to the tax receivable agreement, 20% of each payment that would otherwise be made by us 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, we will be entitled to receive reimbursements from Cantor for amounts we previously paid under the tax receivable agreement and Cantor will indemnify us and hold us harmless with respect to any interest or penalties and any other losses 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 the indemnity for such reasonable attorneys' and accountants' fees shall only apply to the extent Cantor is permitted to control such contest). Any such reimbursement or indemnification payment will 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 our actual income and franchise tax liability to the amount of such taxes that we would have been required to pay had there been no depreciation or amortization deductions available to us that were attributable to an increase in tax basis (or any imputed interest) as a result of an exchange and had we not entered into the tax receivable agreement. The tax receivable agreement was entered into on March 31, 2008, in connection with the transactions contemplated by the BGC separation agreement, and was amended and restated on December 13, 2017, in connection with the Newmark IPO and will continue until all such tax benefits have been utilized or expired, unless we (with the approval by a majority of our independent directors) exercise our 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 we 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, the extent to which such exchanges are taxable and the amount and timing of our income.

Any amendment to the tax receivable agreement will be subject to approval by a majority of our independent directors. The amendment and restatement of the tax receivable agreement in December of 2017 was approved by the majority of our independent directors.

Aqua

In January 2007, the Company announced the formation of Aqua Securities L.P. ("Aqua"), an alternative electronic trading platform which offers new pools of block liquidity to the global equities markets. On May 30, 2007, the Financial Industry Regulatory Authority ("FINRA") approved the partial ownership change and name agreement whereby we are entitled to a 49% interest in Aqua, and Cantor is entitled to a 51% interest in Aqua, which may be subject to dilution by other investors from time to time. Cantor and the Company have collectively contributed financial, professional and technology assets to the venture, which included all of the Company's former equities order routing business. On October 2, 2007, Aqua obtained permission from FINRA to operate an Alternative Trading System and to provide Direct Market Access for institutional block equity buy-side and sell-side firms. In June 2008, we were authorized to enter into loans, investments or other credit support arrangements for Aqua of up to $5.0 million in the aggregate, which arrangements would be proportionally and on the same terms as similar arrangements between Aqua and Cantor (which amount authorized was increased by $2.0 million on November 1, 2010, an additional $3.0 million on November 5, 2012 and an additional $600,000 on February 25, 2015). We were further authorized to provide counterparty or similar guarantees on behalf of Aqua from time to time, provided that liability for any such guarantees, as well as similar guarantees provided by Cantor, would be shared proportionally with Cantor.

On August 21, 2008, the Company entered into a two-year Subordinated Loan Agreement, whereby the Company agreed to lend Aqua the principal sum of $980,000, at the applicable rate of six month LIBOR plus 200 basis points. The cash proceeds covered by this Agreement were used and dealt with by Aqua as part of its capital and were subject to the risks of the business. The Subordinated Loan Agreement was amended most recently on August 27, 2014. As a result of such amendments, the scheduled maturity date on the subordinated loan is September 1, 2018, and the current rate of interest on the loan is three month LIBOR plus 600 basis points. Aqua is also authorized to receive clearing and administrative services from Cantor and technology infrastructure services from us. Aqua is authorized to pay sales commissions to brokers of Cantor or other brokers who introduce clients who become Aqua participants.

The Company has been authorized to enter into loans, investments or other credit support arrangements for Aqua of up to $16.2 million in the aggregate; such arrangements would be proportionally and on the same terms as similar previous arrangements between Aqua and Cantor. During the year ended December 31, 2017, the Company made $1.5 million in cash contributions to Aqua.

Guarantee Agreement From Cantor Fitzgerald & Co

Under rules adopted by the U.S. Commodity Futures Trading Commission (the "CFTC"), all foreign introducing brokers engaging in transactions with U.S. persons are required to register with the National Futures Association and either meet financial reporting and net capital requirements on an individual basis or obtain a guarantee agreement from a registered Futures Commission Merchant. Our European-based brokers engage from time to time in interest rate swap transactions with U.S.-based counterparties, and therefore we are subject to the CFTC requirements. Cantor Fitzgerald & Co. ("CF&Co") has entered into guarantees on our behalf (and on behalf of certain subsidiaries of GFI), and we (or GFI, as the case may be) are required to indemnify CF&Co for the amounts, if any, paid by CF&Co pursuant to this arrangement.

Registration Rights Agreements

Pursuant to various registration rights agreements entered into by Cantor and us, Cantor has received piggyback and demand registration rights.

Formation Registration Rights Agreement

Under 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 we propose to register any shares of our Class A common stock for our own or another's account under the Securities Act of 1933, as amended (the "Securities Act"), for a public offering, other than any shelf registration of shares of our 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 we 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.

We have agreed to pay all costs of one demand and all piggyback registrations, other than underwriting discounts and commissions. We have 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) our right not to effect any demand registration within six months of a public offering of our 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 our securities.

Separation Registration Rights Agreement

In connection with the 2008 separation, BGC Partners OldCo entered into the separation registration rights agreement with Cantor which provides that the holders of our common stock, issued or to be issued upon exchange of the BGC Holdings exchangeable limited partnership interests held by Cantor and for any shares of our common stock issued or issuable in respect of or in exchange for any shares of our common stock, are 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 provides that, after exchange of the BGC Holdings exchangeable limited partnership interests or conversion of 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 us, subject to certain limitations. Cantor exercised such piggyback rights to participate in the June 2008 offering.

The separation registration rights agreement also grants Cantor four demand registration rights requiring that we register the shares of Class A common stock held by Cantor, provided that the amount of securities subject to such demand constitutes at least 10% of the shares of Class A common stock outstanding or has an aggregate market value in excess of $20 million and no more than one demand registration during any twelve-month period.

We will pay the costs but the holders will pay for any underwriting discounts or commissions or transfer taxes associated with all such registrations.

We have agreed to indemnify the holders registering shares pursuant to the separation registration rights agreement against certain liabilities under the Securities Act.

Newmark Registration Rights Agreement

In connection with Newmark's separation and the related distribution, on December 13, 2017, Newmark entered into a registration rights agreement with BGC and Cantor which provides Cantor, BGC and their respective affiliates (prior to the distribution (as defined below under "—Transactions with and Related to Newmark") and Cantor and its affiliates (after the distribution) registration rights with respect to shares of Newmark's Class A common stock, including shares issued or to be issued upon exchange of the Newmark Holdings exchangeable limited partnership interests held by Cantor, shares of Newmark's Class A common stock issued or issuable in respect of or in exchange for any shares of Newmark's Class B common stock and any other shares of Newmark's Class A common stock that may be acquired by Cantor, BGC or their respective affiliates. We refer to these shares as "Newmark registrable securities," and we refer to the holders of these registrable securities as "Newmark holders."

The registration rights agreement provides that each Newmark holder is entitled to unlimited piggyback registration rights with respect to its Newmark registrable securities, meaning that each Newmark holder can include its Newmark registrable securities in registration statements filed by Newmark, including registration effected by Newmark for security holders other than Newmark holders, subject to certain limitations. The registration rights agreement also grants Cantor and BGC unlimited demand registration rights requiring that Newmark register Newmark registrable securities held by Cantor and BGC and take all actions reasonably necessary or desirable to expedite or facilitate the disposition of Newmark registrable securities. Newmark's obligation to effect demand registration rights will not be relieved to the extent Newmark effects piggyback registration rights.

Newmark will pay the costs incident to its compliance with the registration rights agreement but the Newmark holders will pay for any underwriting discounts or commissions or transfer taxes associated with all such registrations.

Newmark has agreed to indemnify the Newmark holders (and their directors, officers, agents and each other person who controls a Newmark holder under Section 15 of the Securities Act) registering shares pursuant to the registration rights agreement against certain losses, expenses and liabilities under the Securities Act, common law or otherwise. Newmark holders will similarly indemnify Newmark but such indemnification will be limited to an amount equal to the net proceeds received by such Newmark holder under the sale of Newmark registrable securities giving rise to the indemnification obligation.

5.125% Senior Notes due 2021

On May 27, 2016, we issued an aggregate of $300.0 million principal amount of 5.125% Senior Notes due 2021 (the "5.125% Senior Notes"). In connection with this issuance of 5.125% Senior Notes, we recorded approximately $0.5 million in underwriting fees payable to CF&Co and $18 thousand to CastleOak Securities, L.P. Cantor purchased $15 million of such senior notes and still holds such notes as of December 31, 2017.

Freedom International Brokerage

We and Cantor formed Freedom International Brokerage Company ("Freedom") to acquire a 66.7% interest in Freedom International Brokerage, a Canadian government securities broker-dealer and Nova Scotia unlimited liability company, in April 2001. As of the closing of the merger, we became entitled to 100% of Freedom's capital interest in Freedom International Brokerage and we assumed 100% of Freedom's cumulative profits. As of December 31, 2017, the investment in Freedom International Brokerage was $8.6 million. We also entered into the Freedom services agreements with Freedom International Brokerage. As of December 31, 2017, the Company had receivables from Freedom of $1.3 million.

Controlled Equity Offerings/Payment of Commissions to Cantor Fitzgerald & Co

On November 20, 2014, the Company entered into a controlled equity offering sales agreement with CF&Co (the "November 2014 Sales Agreement"), pursuant to which the Company could offer and sell up to 20,000,000 shares of its Class A common stock sold under the Company's shelf Registration Statement on Form S-3 (Reg. No. 333-200415), from time to time through CF&Co as the Company's sales agent. Under such sales agreement, the Company agreed to pay to CF&Co a commission of 2% of the gross proceeds from the sale of such shares. All of the shares under the November 2014 Sales Agreement have been sold as of the date hereof. For the year ended December 31, 2017, the Company was charged approximately $1.4 million for services provided by CF&Co related to the Company's November 2014 Sales Agreement with CF&Co.

On April 12, 2017, the Company entered into a controlled equity offering sales agreement with CF&Co (the "April 2017 Sales Agreement"), pursuant to which the Company could offer and sell up to 20,000,000 shares of its Class A common stock sold under the Company's shelf Registration Statement on Form S-3 (Reg. No. 333-214772), from time to time through CF&Co as the Company's sales agent. Under such sales agreement, the Company agreed to pay to CF&Co a commission of 2% of the gross proceeds from the sale of such shares. All of the shares under the April 2017 Sales Agreement have been sold as of the date hereof, resulting in a total of approximately $0.9 million paid by the Company to CF&Co during the year ended December 31, 2017.

On March 9, 2018, the Company entered into a controlled equity offering sales agreement with CF&Co (the "March 2018 Sales Agreement"), pursuant to which the Company could offer and sell up to $300,000,000 of shares of its Class A common stock sold under the Company's shelf Registration Statement on Form S-3 (Reg. No. 333-223550), from time to time through CF&Co as the Company's sales agent. Under such sales agreement, the Company agreed to pay to CF&Co a commission of 2% of the gross proceeds from the sale of such shares. As of April 19, 2018, 4,834,693 shares of Class A common stock having an aggregate value of $66,220,318 have been sold under the March 2018 Sales Agreement.

BGC Holdings Exchangeable Limited Partnership Interests Held by Cantor

As of March 31, 2018, Cantor held an aggregate of 52,362,964 BGC Holdings exchangeable limited partnership interests.

The Company has filed various resale registration statements with respect to shares of Class A common stock that may be sold from time to time on a delayed or continuous basis by (i) Cantor at the direction of and for the account of certain current and former Cantor partners, and/or by such partners, as distributees of shares of Class A common stock from Cantor, (ii) charitable organizations that receive donations of shares from Cantor, and/or (iii) the Cantor Fitzgerald Relief Fund (the "Relief Fund") with respect to the shares donated by the Company to it in connection with the Company's Charity Day. The Company pays all of the expenses of registration other than any underwriting discounts and commissions and stock transfer taxes.

Certain Financial Advisory Fees and Commissions Paid by the Company to CF&Co

On August 2, 2010, the Company was authorized to engage CF&Co and its affiliates to act as financial advisor in connection with one or more third-party business combination transactions with or involving one or more targets as requested by the Company on behalf of its affiliates from time to time on specified terms, conditions and fees In addition, on September 3, 2010 the Company filed a registration statement on Form S-4 (the "Form S-4 Registration Statement"), which was declared effective by the SEC on October 12, 2010, for the offer and sale of up to 20,000,000 shares of Class A common stock from time to time in connection with business combination transactions, including acquisitions of other businesses, assets, properties or securities. In addition to shares of Class A common stock, the Company may offer other consideration in connection with such business combination transactions, including, but not limited to, cash, notes or other evidences of indebtedness, BGC Holdings units that may be exchangeable for shares of Class A common stock offered and sold on the Form S-4 Registration Statement, assumption of liabilities or a combination of these types of consideration. The Form S-4 Registration Statement states that the Company may pay finders', investment banking or financial advisory fees to broker-dealers, including, but not limited to, CF&Co and its affiliates, from time to time in connection with certain business combination transactions, and, in some cases, the Company may issue shares of Class A common stock offered pursuant to the Form S-4 Registration Statement in full or partial payment of such fees.

As of December 31, 2017, the Company had securities loaned transactions of $202.3 million with CF&Co. The market value of the securities lent was $204.1 million. As of December 31, 2017, the cash collateral received from CF&Co bore interest rates ranging from 1.9% to 4.3%.

BGC and Newmark Agreements with Cantor Commercial Real Estate Company, L.P.

Berkeley Point Acquisition, BP Transaction Agreement and Real Estate LP Limited Partnership Agreement

On July 17, 2017, the Company and BGC U.S. OpCo entered into a transaction agreement (the "BP transaction agreement") with Cantor and certain of its affiliates, including Cantor Commercial Real Estate Company, L.P. ("CCRE"), its general partner, Cantor Sponsor, L.P., and CF Real Estate Finance Holdings, L.P. and its general partner CF Real Estate Finance Holdings GP, LLC. On September 8, 2017, pursuant to the BP transaction agreement we purchased all of the outstanding membership interests of Berkeley Point Financial LLC ("Berkeley Point Financial"). The total consideration for the acquisition of Berkeley Point was $875 million, subject to certain adjustments. Concurrently with the acquisition of Berkeley Point, (i) we invested $100 million of cash in CF Real Estate Finance Holdings, L.P. for approximately 27% of its capital, and (ii) Cantor contributed approximately $267 million of cash for approximately 73% of the capital of CF Real Estate Finance Holdings, L.P. We refer to these transactions, collectively, as the "BP Transaction." As part of the separation prior to the completion of Newmark's IPO, we contributed our interests in Berkeley Point and CF Real Estate Finance Holdings, L.P. to Newmark. Newmark accounted for its minority interest in CF Real Estate Finance Holdings, L.P. as an equity investment, and it is not consolidated in Newmark's or our financial statements.

Berkeley Point Acquisition

Pursuant to the BP transaction agreement, BGC Partners purchased from CCRE all of the outstanding membership interests of Berkeley Point for a purchase price equal to $875 million, subject to certain adjustments, with $3.2 million of the purchase price paid in units of BGC Holdings (which we refer to as the "Berkeley Point Acquisition") 215,403 partnership units in BGC Holdings. In accordance with the BP Transaction Agreement, Berkeley Point made a distribution of $69.8 million to CCRE prior to the Berkeley Point Acquisition, for the amount by which Berkeley Point's net assets exceeded $508.6 million. Cantor is entitled to receive the profits and obligated to bear the losses of the special asset servicing business of Berkeley Point, which represents less than 10% of Berkeley Point's servicing portfolio and generates an immaterial amount of Berkeley Point's servicing fee revenue.

Investment in Real Estate LP

Concurrently with the Berkeley Point Acquisition, (i) BGC Partners invested $100 million of cash in Real Estate LP for approximately 27% of the capital of Real Estate LP, and (ii) Cantor contributed approximately $267 million of cash for approximately 73% of the capital of Real Estate LP. Real Estate LP may conduct activities in any real estate-related business or asset-backed securities-related business or any extensions thereof and ancillary activities thereto. Real Estate LP is operated and managed by Real Estate LP General Partner, which is controlled by Cantor.

Pursuant to the Amended and Restated Agreement of Limited Partnership of Real Estate LP (which we refer to as the "Real Estate LP limited partnership agreement"), BGC Partners (or, following the separation, Newmark) is entitled to a cumulative annual preferred return of five percent of its capital account balance (which we refer to as the "Preferred Return"). After the Preferred Return is allocated, Cantor is then entitled to a cumulative annual preferred return of five percent of its capital account balance. Thereafter, BGC Partners (or, following the separation, Newmark) is entitled to 60% of the gross percentage return on capital of Real Estate LP, multiplied by BGC Partners' (or, following the separation, Newmark's) capital account balance in Real Estate LP (less any amounts previously allocated to BGC Partners or Newmark pursuant to the Preferred Return), with the remainder of the net income of Real Estate LP allocated to Cantor. Cantor will bear initial net losses of Real Estate LP, if any, up to an aggregate amount of approximately $37 million per year. These allocations of net income and net loss are subject to certain adjustments.

At the option of Newmark, and upon one-year's written notice to Real Estate LP delivered any time on or after the fourth anniversary of the closing of the BP Transaction, Real Estate LP will redeem in full Newmark's investment in Real Estate LP in exchange for Newmark's capital account balance in Real Estate LP as of such time. At the option of Cantor, at any time on or after the fifth anniversary of the closing of the BP Transaction, Real Estate LP will redeem in full Newmark's investment in Real Estate LP in exchange for Newmark's capital account balance in Real Estate LP as of such time. At the option of Cantor, at any time prior to the fifth anniversary of the closing of the BP Transaction, Real Estate LP will redeem in full BGC Partners' (or, following the separation, Newmark's) investment in Real Estate LP in exchange for (i) BGC Partners' (or, following the separation, Newmark's) capital account balance in Real Estate LP as of such time plus (ii) the sum of the Preferred Return amounts for any prior taxable periods, less (iii) any net income allocated to BGC Partners or Newmark in any prior taxable periods.

Additional Terms of the BP Transaction Agreement

The BP transaction agreement includes customary representations, warranties and covenants, including covenants related to intercompany referral arrangements among Cantor, BGC Partners, Newmark and their respective subsidiaries. These referral arrangements provide for profit-sharing and fee-sharing arrangements at various rates depending on the nature of a particular referral. The parties have further agreed that, subject to limited exceptions, for so long as a member of the BGC group or a member of the Newmark group maintains an investment in Real Estate LP, Real Estate LP and the Cantor group will seek certain government-sponsored and government-funded loan financing exclusively through Berkeley Point.

Other Agreements with CCRE

On October 29, 2013, the Audit Committee of the Board of Directors authorized us to enter into agreements from time to time with Cantor and/or its affiliates, including CCRE, to provide services, including finding and reviewing suitable acquisition or partner candidates, structuring transactions and negotiating and due diligence services, in connection with our acquisition and other business strategies in commercial real estate and other businesses from time to time. Such services would be provided at fees not to exceed the fully allocated cost of such services plus 10% and payment of fees for such services prior to October 31, 2013. In connection with this agreement, the Company did not recognize any expense for the year ended December 31, 2017.

We and Newmark also have a referral agreement in place with CCRE, in which brokers are incentivized to refer business to CCRE through a revenue-share arrangement. In connection with this revenue-share agreement, we paid $0.4 million for the year ended December 31, 2017. In connection with this revenue-share agreement, Newmark recognized revenues of $0.1 million for the year ended December 31, 2017.

We and Newmark also have an additional revenue-share agreement with CCRE, in which the Company, as well as Newmark pays CCRE for referrals for leasing or other services. Neither The Company nor Newmark made any payments under this agreement to CCRE for the year ended December 31, 2017.

Newmark, in addition, has a loan referral agreement in place with CCRE, in which either party can refer a loan to the other. Revenue from these referrals from CCRE to Newmark was $3.3 million for the year ended December 31, 2017. These referrals fees are net of the broker fees and commissions to CCRE of $0.7 million for the year ended December 31, 2017.

On March 11, 2015, Newmark and CCRE entered into a note receivable/payable that allows for advances to or from CCRE at an interest rate of one month LIBOR plus 1.0%. On September 8, 2017, the note receivable/payable was terminated and all outstanding advances due were paid off. Newmark recognized interest income of $0.7 million and interest expense of $2.5 million for the year ended December 31, 2017.

For the year ended December 31, 2017, Newmark purchased the primary servicing rights for $0.3 billion of loans originated by CCRE for $0.6 million. Newmark also services loans for CCRE on a “fee for service” basis, generally prior to a loan’s sale or securitization, and for which no mortgage servicing right is recognized. Newmark recognized $2.8 million for the year ended December 31, 2017, of servicing revenue from loans purchased from CCRE on a “fee for service” basis.

Charity Day

During the year ended December 31, 2015, the Company committed to make charitable contributions to the Relief Fund in the amount of $40.0 million over the next five years. As of December 31, 2017, the remaining liability associated with commitments to make charitable contributions was $30.7 million.

Development Services

On February 9, 2016, the Audit Committee of the Board of Directors authorized the Company to enter into an arrangement with Cantor in which the Company would provide dedicated development services to Cantor at a cost to the Company not to exceed $1.4 million per year for the purpose of Cantor developing the capacity to provide quotations in certain ETF component securities, as well as other securities from time to time. The services are terminable by either party at any time and will be provided on the terms and conditions set forth in the existing Administrative Services Agreement. The Company did not provide any development services to Cantor in the year ended December 31, 2017 under this arrangement.

Real Estate and Related Services

In July 2016, the Audit Committee of the Company authorized the Company to provide real estate and related services, including real estate advice, brokerage, property or facilities management, appraisals and valuations and other services, to Cantor on rates and terms no less favorable to the Company than those charged to third-party customers. The Company and Cantor expect to enter into these arrangements from time to time. The Company did not provide any such real estate and related services in the year ended December 31, 2017.

Clearing Agreement with Cantor

The Company receives certain clearing services ("Clearing Services") from Cantor pursuant to its clearing agreement. These Clearing Services are provided in exchange for payment by the Company of third-party clearing costs and allocated costs. The costs associated with these payments are included as part of "Fees to related parties" in the Company's consolidated statements of operations.

Other Transactions with Cantor

The Company is authorized to enter into short-term arrangements with Cantor to cover any failed U.S. Treasury securities transactions and to share equally any net income resulting from such transactions, as well as any similar clearing and settlement issues. As of December 31, 2017, the Company had not entered into any arrangements to cover any failed U.S. Treasury transactions.

To more effectively manage the Company's exposure to changes in foreign exchange rates, the Company and Cantor agreed to jointly manage the exposure. As a result, the Company is authorized to divide the quarterly allocation of any profit or loss relating to foreign exchange currency hedging between Cantor and the Company. The amount allocated to each party is based on the total net exposure for the Company and Cantor. The ratio of gross exposures of Cantor and the Company will be utilized to determine the shares of profit or loss allocated to each for the period. During the year ended December 31, 2017, the Company recognized its share of foreign exchange losses of $2.3 million.

In March 2009, the Company and Cantor were authorized to utilize each other's brokers to provide brokerage services for securities not brokered by such entity, so long as, unless otherwise agreed, such brokerage services were provided in the ordinary course and on terms no less favorable to the receiving party than such services are provided to typical third-party customers. The Company and Cantor enter into these agreements from time to time.

In August 2013, the Audit Committee authorized the Company to invest up to $350 million in an asset-backed commercial paper program for which certain Cantor entities serve as placement agent and referral agent. The program issues short-term notes to money market investors and is expected to be used from time to time by the Company as a liquidity management vehicle. The notes are backed by assets of highly rated banks. The Company is entitled to invest in the program so long as the program meets investment policy guidelines, including relating to ratings. Cantor will earn a spread between the rate it receives from the short-term note issuer and the rate it pays to the Company on any investments in this program. This spread will be no greater than the spread earned by Cantor for placement of any other commercial paper note in the program. As of December 31, 2017, the Company did not have any investments in the program.

As part of the Company's cash management process, the Company may enter into tri-party reverse repurchase agreements and other short-term investments, some of which may be with Cantor. As of December 31, 2017, the Company had no reverse repurchase agreements.

On June 5, 2015, the Company entered into an agreement with Cantor providing Cantor, CFGM and other Cantor affiliates entitled to hold Class B common stock the right to exchange from time to time, on a one-to-one basis, subject to adjustment, up to an aggregate of 34,649,693 shares of Class A common stock now owned or subsequently acquired by such Cantor entities for up to an aggregate of 34,649,693 shares of Class B common stock. Such shares of Class B common stock, which currently can be acquired upon the exchange of exchangeable limited partnership units owned in BGC Holdings, are already included in the Company's fully diluted share count and will not increase Cantor's current maximum potential voting power in the common equity. These shares of Class B common stock represent the remaining 34,649,693 authorized but unissued shares of Class B common stock available under the Company's Amended and Restated Certificate of Incorporation. The exchange agreement will enable the Cantor entities to acquire the same number of shares of Class B common stock that they are already entitled to acquire without having to exchange its exchangeable limited partnership units in BGC Holdings. The Company's Audit Committee and full Board of Directors determined that it was in the best interests of the Company and its stockholders to approve the exchange agreement because it will help ensure that Cantor retains its exchangeable limited partnership units in BGC Holdings, which is the same partnership in which the Company's partner employees participate, thus continuing to align the interests of Cantor with those of the partner employees.

Under the exchange agreement, Cantor and CFGM have the right to exchange the 17,014,511 shares of Class A common stock owned by them as of April 29, 2016 (including the remaining shares of Class A common stock held by Cantor from the exchange of convertible notes for 24,042,599 shares of Class A common stock on April 13, 2015) for the same number of shares of Class B common stock. Cantor would also have the right to exchange any shares of Class A common stock subsequently acquired by it for shares of Class B common stock, up to the limit of the then-remaining authorized but unissued shares of Class B common stock (34,649,693 as of April 27, 2018).

The Company and Cantor have agreed that any shares of Class B common stock issued in connection with the exchange agreement would be deducted from the aggregate number of shares of Class B common stock that may be issued to the Cantor entities upon exchange of exchangeable limited partnership units in BGC Holdings. Accordingly, the Cantor entities will not be entitled to receive any more shares of Class B common stock under this agreement than they were previously eligible to receive upon exchange of exchangeable limited partnership units.

Related Party Receivables and Payables

The Company has receivables and payables to and from certain affiliated entities. As of December 31, 2017, the related party receivables and payables were 3.7 million and 41.0 million, respectively. Fees to related parties and allocations of net income and grant of exchangeability to limited partnership units that are charged by the Company and Cantor are reflected as cash flows from operating activities in Newmark's combined statement of cash flows for each period presented in our financial statements. Related party receivables are generated from our earnings as BGC Partners sweeps our excess cash to manage treasury centrally. Related party payables reflect borrowing of cash from BGC Partners to fund our operations and growth. These borrowings from and repayments to BGC Partners are reflected as cash flows from financing activities in Newmark's combined statement of cash flows for each period presented in our financial statements.

For related party receivables and payables related to Newmark, see "—Transactions with Newmark— Related Party Receivables and Payables" below.

LFI Holdings Investment

On June 3, 2014, the Company's Board of Directors and Audit Committee authorized the purchase of 1,000 Class B Units of LFI Holdings, LLC ("LFI"), a wholly owned subsidiary of Cantor, representing 10% of the issued and outstanding Class B Units of LFI after giving effect to the transaction. On the same day, the Company completed the acquisition for $6,500,000 and was granted an option to purchase an additional 1,000 Class B Units of LFI for an additional $6,500,000. LFI is a limited liability corporation headquartered in New York which is a technology infrastructure provider tailored to the financial sector.

On January 15, 2016, the Company closed on the exercise of its option to acquire additional Class B Units of LFI. At the closing, the Company made a payment of $6.5 million to LFI.

On October 25, 2016, the Company's Board of Directors and Audit Committee authorized the purchase of 9,000 Class B Units of LFI, representing all of the issued and outstanding Class B Units of LFI not already owned by the Company. On November 4, 2016, the Company completed this transaction. As a result of this transaction, the Company owns 100% of the ownership interests in LFI. In the purchase

agreement, Cantor agreed, subject to certain exceptions, not to solicit certain senior executives of LFI's business and was granted the right to be a customer of LFI's businesses on the best terms made available to any other customer. The aggregate purchase price paid by the Company to Cantor consisted of approximately $24.2 million in cash plus a $4.8 million post-closing adjustment. During the year ended December 31, 2017, LFI had $1.2 million in related party revenues from Cantor. Cantor made no capital contributions to LFI during the year ended December 31, 2017.

Credit Facility

On April 21, 2017, pursuant to an authorization by the Audit Committee, we entered into a $150 million revolving credit facility (the "Facility") with an affiliate of Cantor. We agreed to lend $150 million under the Facility to such affiliate (the "Loan"). The interest rate on the Loan was 4.24%. The Facility has a maturity date of April 20, 2018, which maturity date may be extended from time to time on the terms set forth in the Facility. The loan was repaid on September 8, 2017.

To fund the Loan, on April 21, 2017, we drew $150 million from our existing revolving credit agreement with Bank of America, N.A., as administrative agent, and a syndicate of other lenders, dated as of February 25, 2016. This amount carried an interest rate of 2.99% and was repaid on September 8, 2017.

On March 19, 2018, we entered into an unsecured senior credit agreement (the "BGC Credit Agreement") with Cantor pursuant to an authorization from the Audit Committee. The BGC Credit Agreement provides for each party and certain of its subsidiaries to issue loans to the other party or any of its subsidiaries in the lender's discretion in an aggregate principal amount up to $250 million outstanding at any time. The BGC Credit Agreement was approved by the Audit Committee and replaced the credit agreement of $150 million between the parties described above.

The BGC Credit Agreement will mature on the earlier to occur of (a) March 19, 2019, after which the maturity date of the BGC Credit Agreement will continue to be extended for successive one-year periods unless prior written notice of non-extension is given by a lending party to a borrowing party at least six months in advance of such renewal date and (b) the termination of the BGC Credit Agreement by either party pursuant to its terms. The outstanding amounts under the BGC Credit Agreement will bear interest for any rate period at a per annum rate equal to the higher of BGC's or Cantor's short-term borrowing rate in effect at such time plus 1.00%.

On March 19, 2018, the Company drew down $150 million under the BGC Credit Agreement, resulting in a total amount outstanding of $180 million as of such date. The interest rate for such borrowing is currently LIBOR plus 3.25%, which may be adjusted based on the higher of the Company's or Cantor's short-term borrowing rate then in effect. Following the drawdown, the remaining availability for BGC to borrow under the BGC Credit Agreement is $70 million.

Spring11

On July 26, 2017, the Company acquired a controlling interest in Spring11 Holdings, L.P., a Delaware limited partnership ("S11 LP") and Spring11 Advisory Services Limited, a private company limited by shares registered in England and Wales ("S11 UK" and, together with S11 LP and the other Spring11 entities, "Spring11"). Two subsidiaries of Cantor entered into an agreement to acquire 75% of the equity interests in Spring11 on May 15, 2017, and the Company assumed the obligation to purchase a controlling interest from Cantor at the same price.

Spring11 provides commercial real estate consulting and advisory services to a variety of commercial real estate clients, including lenders, investment banks, and investors. Spring11's core competencies include: underwriting, modeling, structuring, due diligence and asset management. Spring11 also offers clients cost-effective and flexible staffing solutions through both on-site and off-site teams. Spring11 has offices in the United States located in New York, Atlanta, Los Angeles and Texas, in London, United Kingdom and in Chennai, India.

Transactions with and Related to Newmark

Underwriting Agreement and IPO

On December 14, 2017, Newmark entered into the Underwriting Agreement by and among Newmark and Goldman Sachs & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Cantor Fitzgerald & Co. as representatives of the several Underwriters ("Underwriters") named therein (the "Underwriting Agreement"), in connection with the initial public offering (the "IPO") of up to 23,000,000 shares of Newmark's Class A common stock, which included 3,000,000 shares of Newmark's Class A common stock allocated to the Underwriters' over-allotment option. Sandler O'Neill & Partners, L.P. acted as the qualified independent underwriter for purposes of Financial Industry Regulatory Authority Rule 5121. On December 19, 2017, Newmark completed the IPO of 20,000,000 shares of Newmark's Class A common stock at the IPO price of $14.00 per share ($13.23

per share after deducting underwriting discounts and commissions). Prior to the IPO, Newmark was a wholly owned subsidiary of BGC Partners.

On December 26, 2017, Newmark completed the sale of an additional 3,000,000 shares of Newmark's Class A common stock to the Underwriters of Newmark's IPO pursuant to the Underwriters' full exercise of the overallotment option granted to the Underwriters in connection with the IPO. We received approximately $304.3 million in aggregate net proceeds from the IPO, all of which Newmark used to partially repay indebtedness under a certain term loan that Newmark assumed from BGC Partners prior to the closing of Newmark's IPO. In addition, pursuant to the underwriting agreement, Newmark paid CF&Co 5.5% of the gross proceeds from the sale of shares of Newmark Class A common stock sold by Cantor in connection with the Newmark IPO.

Separation and Distribution Agreement

On December 13, 2017, prior to the closing of the IPO, BGC, BGC Holdings, BGC U.S. OpCo, Newmark, Newmark Holdings, Newmark OpCo and, solely for the provisions listed therein, Cantor and BGC Global OpCo entered into the separation and distribution agreement. The separation and distribution agreement sets forth the agreements among BGC, Cantor, Newmark and their respective subsidiaries regarding, among other things:

- the principal corporate transactions pursuant to which BGC, BGC Holdings and BGC U.S. OpCo and their respective subsidiaries (other than the Newmark group) transferred to Newmark, Newmark Holdings and Newmark OpCo and their respective subsidiaries the assets and liabilities of the BGC group relating to BGC's Real Estate Services business;
- the proportional distribution of interests in Newmark Holdings to holders of interests in BGC Holdings;
- the IPO;
- the assumption and repayment of indebtedness by the BGC group and the Newmark group, as further described below;
- the pro rata distribution of the shares of Newmark Class A common stock and the shares of Newmark Class B common stock held by BGC, pursuant to which shares of Newmark Class A common stock held by BGC would be distributed to the holders of shares of Class A common stock of BGC (hereinafter referred to as the "BGC Class A common stock") and shares of Newmark Class B common stock held by BGC would be distributed to the holders of shares of Class B common stock of BGC (which are currently Cantor and another entity controlled by Howard W. Lutnick), which distribution is intended to qualify as generally tax-free for U.S. federal income tax purposes (the "distribution"); provided that the determination of whether, when and how to proceed with the distribution shall be entirely within the discretion of BGC; and
- other agreements governing the relationship between BGC, Newmark and Cantor.

The Separation and Contribution

The separation and distribution agreement identifies assets to be transferred, liabilities to be assumed and contracts to be assigned to each of Newmark and BGC Partners as part of the separation of Newmark from BGC Partners into a publicly traded company, and it provides for when and how these transfers, assumptions and assignments will occur.

At the closing of the separation, the BGC Partners group contributed, conveyed, transferred, assigned and delivered to Newmark and Newmark's subsidiaries (including Newmark OpCo), and Newmark and Newmark's subsidiaries (including Newmark OpCo) acquired and accepted from the BGC Partners group, all of the right, title and interest of the BGC Partners group to the transferred assets (which we refer to as the "contribution"), which include among others the following:

- all assets that are or would have been included in the Newmark pro forma balance sheet as of September 30, 2017;
- certain equity interests related to the Newmark business;
- certain contracts (or portions thereof) primarily related to the Newmark business, including employment agreements with transferred employees;
- all intellectual property, software and information technology primarily related to the Newmark business;
- all permits or licenses issued by any governmental authority to the extent primarily related to the Newmark business and permitted by applicable law to be transferred;
- all non-archived information, books and records (other than tax returns) to the extent available and primarily related to the Newmark business;
- all rights and assets expressly allocated to Newmark pursuant to the terms of the separation and distribution agreement or the ancillary agreements entered into in connection with the separation;
- all other assets that are exclusively related to the Newmark business;
- the right to receive the remainder of the shares of common stock of Nasdaq which remain payable by Nasdaq in connection with the sale of eSpeed to Nasdaq and the related registration rights; and
- the rights of the members of the BGC group under the Intercompany Term Loan Note and the Intercompany Revolver Note.

The BGC Partners group retained ownership to all of their other assets, which include among others the following:

- the right to receive payment in respect of the BGC Notes;

- any litigation claim or recovery relating to specified matters, and any insurance policy and proceeds to the extent covering any excluded asset or any excluded liability (as described below);
- specified equity interests;
- all cash, cash equivalents and marketable securities of any member of the BGC Partners group as of the effective time, including an amount of cash, cash equivalents and marketable securities equal to BGC Partners' estimate of the sum of (1) all pre-tax net income generated by the Newmark business during the fiscal quarter ended December 31, 2017 up to the closing date of the contribution and (2) all after-tax net income generated by the Newmark business during the fiscal quarter ended December 31, 2017 after the closing date of the contribution (it being understood that, if such estimate is greater than the actual sum of the amounts described in clauses (1) and (2) above, then an amount equal to such excess shall be deemed to be a transferred asset);

- all intellectual property, software and information technology not primarily used in the Newmark business, including any rights (ownership, licensed or otherwise) to use the "BGC" or "BGC Partners" name or mark;
- all information, books and records that cannot, without unreasonable efforts or expense, be separated from the information, books and records maintained by the BGC Partners group in connection with businesses other than the Newmark business or to the extent that such information, books and records are related to excluded assets, excluded liabilities or employees who do not become Newmark employees, personnel files and records and tax returns; and
- all assets relating to the other businesses of BGC Partners (other than any of the transferred assets).

In the separation, Newmark, Newmark Holdings and Newmark OpCo assumed and became liable for, and will pay, perform and discharge as they become due, the transferred liabilities, which include among others the following:

- all liabilities set forth that are or would have been included in the Newmark balance sheet as of September 30, 2017 (including the Term Loan, the Converted Term Loan the BGC Notes and other indebtedness of BGC Partners or its subsidiaries that Newmark assumed in the separation, plus any accrued but unpaid interest thereon);
- all liabilities of the BGC Partners group or the Newmark group relating to, arising from or resulting from the actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the effective time of the separation, in each case to the extent that such liabilities relate to, arise out of or result from the Newmark business or a transferred asset;
- all liabilities arising out of claims made by any third party against any member of the BGC Partners group or Newmark group to the extent relating to, arising out of or resulting from the Newmark business or a transferred asset; and
- all liabilities relating to, arising from or in connection with the Newmark business' employees and their employment, including all compensation, benefits, severance, workers' compensation and welfare benefit claims and other employment-related liabilities arising from or relating to the conduct of the Newmark business.

The BGC Partners group retained and became liable for, and will pay, perform and discharge as they become due, the excluded liabilities, which include:

- any guarantee by BGC Partners to a third party in respect of the Term Loan or the Converted Term Loan;
- all liabilities relating to, arising from or resulting from the actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the effective time of the separation of the BGC Partners group and, as of the effective time of the separation, the Newmark group, in each case that are not transferred liabilities; and
- all liabilities arising out of claims made by any third party against any member of the BGC Partners group or Newmark group to the extent relating to, arising out of or resulting from BGC Partners' retained businesses or an excluded asset.

The parties to the separation and distribution agreement executed and delivered one or more agreements of assignment and assumption and/or bills of sale or such other instruments of transfer as BGC Partners requested for the purpose of effecting the separation.

No Representations and Warranties

No party to the separation and distribution agreement made any representations or warranties of any kind concerning the transactions contemplated by the separation and distribution agreement, transferred assets, transferred liabilities or the Newmark business or any consents or approvals required in such connection. The parties agree that Newmark 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.

Intercompany Agreements; Guarantee Obligations

Certain contracts, licenses, commitments or other arrangements between BGC Partners and Newmark or any entity transferred to Newmark in the separation will be terminated immediately prior to the distribution. Intercompany receivables outstanding under any of the terminated agreements as of the completion of the IPO will be net settled in cash within 90 days thereafter.

The parties will cooperate to have the applicable members of the BGC Partners group substituted or otherwise removed as guarantor or obligor in respect of all obligations of BGC Partners under any transferred liabilities for which BGC Partners may be liable, as guarantor, original tenant, primary obligor or otherwise, except, in each case, for any excluded liability. Newmark (1) will

indemnify and hold harmless BGC Partners for any resulting identifiable losses and (2) will not renew, extend the term of, increase its obligations under, or transfer to a third party, without BGC Partners' prior written consent, any loan, lease, contract or other obligation for which BGC Partners may be liable.

The parties will cooperate to have the applicable members of the Newmark group substituted or otherwise removed as guarantor or obligor in respect of all obligations of Newmark under any excluded liabilities for which Newmark may be liable, as guarantor, original tenant, primary obligor or otherwise, except, in each case, for any transferred liability. BGC Partners (1) will indemnify Newmark and hold Newmark harmless for any resulting identifiable losses and (2) will not renew, extend the term of, increase its obligations under, or transfer to a third party, without Newmark's prior written consent, any loan, lease, contract or other obligation for which Newmark may be liable.

New Newmark

To facilitate tax-free exchanges of the Newmark Holdings exchangeable limited partnership interests, Cantor has a one-time right, exercisable at any time after the second anniversary of the distribution and otherwise subject to preserving the tax-free treatment of the distribution to BGC Partners, at Newmark Holdings' expense to (1) incorporate, or cause the incorporation of, a newly formed, wholly owned subsidiary of Newmark's (which we refer to as "New Newmark"), (2) incorporate, or cause the incorporation of, a newly formed, wholly owned subsidiary of New Newmark (which we refer to as "New Newmark Sub") and (3) cause the merger of New Newmark Sub with Newmark, with the surviving corporation being a wholly owned subsidiary of New Newmark. In connection with such a merger, Newmark's Class A common stock and Newmark's Class B common stock will each hold equivalent common stock in New Newmark, with identical rights to the applicable class of shares held prior to such merger. As a condition to such merger, Newmark will have received an opinion of counsel, reasonably satisfactory to Newmark's 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 Newmark to the extent that Newmark incurs any material income taxes as a result of the transactions related to such merger.

Indemnification

Newmark OpCo will indemnify, defend and hold harmless the Cantor group, the BGC Partners group and the Newmark group (other than Newmark OpCo and its subsidiaries) and each of their respective directors, officers, general partners, managers and employees, from and against all liabilities to the extent relating to, arising out of or resulting from:

- the transferred liabilities;
- the failure of any member of the Newmark group or any other person to pay, perform or otherwise promptly discharge any of the transferred liabilities in accordance with their terms, whether prior to, at or after the separation;
- any breach by any member of the Newmark group of the separation and distribution agreement or any of the ancillary agreements, other than the transition services agreement or the administrative services agreement;
- except to the extent relating to an excluded liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement or arrangement for the benefit of any member of the Newmark group by any member of the BGC Partners group that survives following the separation; and
- any untrue statement or alleged untrue statement of a material fact in Newmark's registration statement on Form S-1 with respect to Newmark's IPO other than statements made explicitly in the name of a member of the BGC Partners group (including the reasons of the board of directors of BGC Partners for the separation) or specifically relating to the BGC Partners group or the BGC Partners business.

BGC U.S. OpCo and BGC Global OpCo will indemnify, defend and hold harmless the Cantor group, the Newmark group and the BGC Partners Group (other than BGC U.S. OpCo, BGC Global OpCo and their respective subsidiaries) and each of their respective directors, officers, general partners, managers and employees from and against all liabilities to the extent relating to, arising out of or resulting from:

- the excluded liabilities;
- the failure of any member of the BGC Partners group or any other person to pay, perform or otherwise promptly discharge any of the excluded liabilities in accordance with their terms, whether prior to, at or after the separation;
- any breach by any member of the BGC Partners group of the separation and distribution agreement or any of the ancillary agreements, other than the transition services agreement;
- except to the extent relating to a transferred liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement or arrangement for the benefit of any member of the BGC Partners group by any member of the Newmark group that survives following the separation; and
- any untrue statement or alleged untrue statement of a material fact in Newmark's registration statement on Form S-1 with respect to Newmark's IPO, but only with respect to statements made explicitly in the name of a member of the BGC Partners group (including the reasons of the board of directors of BGC Partners for the separation) or specifically relating to the BGC Partners group or the BGC Partners business.

The separation and distribution agreement specifies procedures with respect to claims subject to indemnification and related matters.

Releases

As of the separation, the Newmark group agreed to release and forever discharge the BGC Partners group from:

- the transferred liabilities;
- all liabilities existing or arising from the implementation of the separation, the IPO or the distribution; and
- all liabilities existing or arising from any facts or conditions existing prior to the IPO relating to the Newmark business, the transferred assets or the transferred liabilities.

As of the separation, the BGC Partners group agreed to release and forever discharge the Newmark group from:

- the excluded liabilities;

- all liabilities existing or arising from the implementation of the separation, the IPO or the distribution; and
- all liabilities existing or arising from any facts or conditions existing prior to the IPO relating to the BGC Partners business, the excluded assets or the excluded liabilities.

The releases do not extend to (1) obligations or liabilities the release of which would result in the release of an unaffiliated third party or (2) obligations or liabilities under any agreements between the parties that remain in effect following the separation, including, but not limited to, the separation and distribution agreement, the administrative services agreement, the transition services agreement, the tax receivable agreement, the tax matters agreement, the registration rights agreement and the transfer documents in connection with the separation.

Employee Matters

In general, any employee of BGC Partners or its subsidiaries primarily engaged in the conduct of the Newmark business immediately prior to the separation, except those employees employed by BGC Partners primarily in corporate or executive level functions, were transferred to Newmark. As promptly as practicable following each fiscal quarter, Newmark's management will provide a report to Newmark's audit committee specifying all of the founding partners who have been terminated by Newmark. Newmark's management will also give Newmark's audit committee notice prior to such termination if the capital account underlying the Newmark 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.

In connection with the distribution, the compensation committee of the board of directors of BGC Partners will have the exclusive authority to determine the treatment of restricted stock awards and restricted stock unit awards outstanding under the BGC Equity Plan. BGC Partners restricted stock awards will participate in the distribution as if such holder held unrestricted shares of BGC Partners common stock, and following the distribution, any shares of Newmark common stock issued in respect of restricted BGC Partners common stock shall remain subject to any vesting, lapse or forfeiture restrictions applicable to the restricted BGC Partners shares prior to the distribution. Restricted stock unit awards outstanding under the BGC Equity Plan will be adjusted so that each holder of a BGC Partners restricted stock unit award shall continue to hold a BGC restricted stock unit award covering BGC Partners Class A common shares, but shall also receive a Newmark restricted stock unit award covering Newmark Class A common shares on an "as distributed basis" in order to reflect the impact of the distribution on the pre-distribution BGC Partners restricted stock unit awards. Such restricted stock units shall generally have the same terms, including vesting terms, as the pre-distribution BGC Partners restricted stock unit awards, subject to any adjustments made by the Compensation Committee of the BGC Partners board of directors.

Amendment

The separation and distribution agreement may be amended and modified only by a written agreement, signed by all parties to the separation distribution agreement.

OpCo Partnership Division

Prior to the completion of the IPO, in connection with the separation, BGC U.S. OpCo and its partners took a series of steps so that its assets and liabilities were divided between BGC U.S. OpCo and Newmark OpCo. We refer to these steps as the "OpCo Partnership Division." Immediately following the OpCo Partnership Division, the limited partners of BGC U.S. OpCo held all of the outstanding Newmark OpCo limited partnership interests in the same aggregate proportions that such persons held in BGC U.S. OpCo, with the total number of Newmark OpCo limited partnership units equal to the total number of BGC U.S. OpCo limited partnership units *multiplied by* the contribution ratio (which is one divided by 2.2).

Holdings Partnership Division

Prior to the completion of the IPO, in connection with the separation, BGC Holdings and its partners took a series of steps so that its assets and liabilities were divided between BGC Holdings and Newmark Holdings. We refer to these steps as the "Holdings Partnership Division." Immediately following the Holdings Partnership Division, the limited partners of BGC Holdings held all of the outstanding Newmark Holdings limited partnership interests in the same aggregate proportions that such persons held in BGC Holdings, with the total number of Newmark Holdings limited partnership units equal to the total number of BGC Holdings limited partnership units *multiplied by* the contribution ratio.

Newmark Contribution

Prior to the completion of the IPO, in connection with the separation, BGC Partners contributed certain assets and liabilities to Newmark. In consideration of this contribution, effective as of the closing of the contribution, Newmark took such actions (through an issuance of additional shares of Newmark common stock to BGC Partners, a recapitalization, stock split or otherwise) such that after such action, (1) the aggregate number of shares of Newmark Class A common stock held by BGC Partners immediately following such action equaled the number of shares of BGC Partners Class A common stock outstanding immediately following such action *multiplied by* the contribution ratio; and (ii) the aggregate number of shares of Newmark Class B common stock held by BGC Partners immediately following such action equaled the number of shares of BGC Partners Class B common stock outstanding immediately following such action *multiplied by* the contribution ratio.

Assumption and Repayment of Indebtedness

In connection with the separation and prior to the closing of the IPO, Newmark assumed from BGC Partners the Term Loan and the Converted Term Loan. Newmark OpCo also assumed from BGC U.S. OpCo the BGC Notes. Newmark contributed all of the net proceeds of the IPO (including any net proceeds received in connection with the Underwriters' option to purchase additional shares of Newmark's Class A common stock) to Newmark OpCo in exchange for a number of units representing Newmark OpCo limited partnership interests equal to the

number of shares issued by Newmark in the IPO. Newmark OpCo used all of such net proceeds to partially repay intercompany indebtedness owed by Newmark OpCo to Newmark in respect of the Term Loan (which intercompany indebtedness was originally issued by BGC U.S. OpCo and was assumed by Newmark OpCo in connection with the separation). The Term Loan had an outstanding principal amount of approximately $270.7 million as of December 31, 2017, plus accrued but unpaid interest thereon, with an interest rate calculated based on one-month LIBOR plus 2.75%, subject to adjustment, which was approximately 4.21% per annum as of December 31, 2017. The Term Loan had a maturity date of September 8, 2019, and was repaid in full on March 9, 2018. Pursuant to the Term Loan, in the event that any member of the Newmark group receives net proceeds from the incurrence of indebtedness for borrowed money or an equity issuance (in each case subject to certain exceptions), Newmark OpCo was obligated to use such net proceeds to repay the remaining intercompany indebtedness owed by Newmark OpCo to Newmark in respect of the Term Loan (which in turn Newmark was obligated to repay the remaining amount outstanding on the Term Loan), and thereafter, to repay the remaining intercompany indebtedness owed by Newmark OpCo to Newmark in respect of the Converted Term Loan (which in turn Newmark will use to repay the remaining amount outstanding on the Converted Term Loan). Following the IPO and the repayment of the Term Loan and the Converted Term Loan, in the event that any member of the Newmark group receives net proceeds from the incurrence of indebtedness for borrowed money (subject to certain exceptions), Newmark OpCo will be obligated to use such net proceeds to repay the BGC Notes. In addition, Newmark will be obligated to repay any remaining amounts under the BGC Notes prior to the distribution.

The Distribution

The separation and distribution agreement also governs the rights and obligations of BGC Partners and Newmark regarding the potential distribution by BGC Partners to its stockholders of the shares of Newmark's common stock held by BGC Partners following the IPO. We currently expect to accomplish the distribution through a spin-off, which is a pro rata distribution by BGC Partners of its shares of Newmark's common stock to holders of BGC Partners' common stock, with Newmark's shares of Class A common stock held by it to be distributed to the holders of shares of Class A common stock of BGC Partners and Newmark's shares of Class B common stock held by it to be distributed to the holders of the shares of Class B common stock of BGC Partners.

To account for potential changes in the number of shares of Class A common stock and Class B common stock of BGC Partners and Newmark between the IPO and the distribution, and to ensure that the distribution (if it occurs) is pro rata to the stockholders of BGC Partners, immediately prior to the distribution, BGC Partners will convert any shares of Class B common stock of Newmark beneficially owned by BGC Partners into shares of Class A common stock of Newmark, or exchange any shares of Class A common stock of Newmark beneficially owned by BGC Partners for shares of Class B common stock of Newmark, so that the ratio of shares of Class B common stock of Newmark held by BGC Partners to the shares of Class A common stock of Newmark held by BGC Partners, in each case as of immediately prior to the distribution, equals the ratio of shares of outstanding Class B common stock of BGC Partners to the shares of outstanding Class A common stock of BGC Partners, in each case as of the record date of the distribution.

If the distribution were to have occurred immediately after the IPO, then each share of Class A common stock of BGC Partners would have received in the distribution a number of shares of Class A common stock of Newmark equal to the contribution ratio, and each share of Class B common stock of BGC Partners would have received in the distribution a number of shares of Class B common stock of Newmark equal to the contribution ratio. The precise distribution ratio, however, may change if there are changes in the number of outstanding shares of Class A or Class B common stock of BGC Partners, or the number of shares of Class A or Class B common stock of Newmark held by BGC Partners, between the date of the IPO and the date of the distribution.

There are various conditions to the completion of the distribution. In addition, BGC Partners may terminate its obligation to complete the distribution at any time if the board of directors of BGC Partners, in its sole discretion, determines that the distribution is not in the best interests of BGC Partners or its stockholders. Consequently, neither we, nor Newmark can assure you as to when or whether the distribution will occur.

The separation and distribution agreement provides that BGC Partners' obligation to complete the distribution will be subject to several conditions that must be satisfied (or waived by BGC Partners in its sole discretion), including, among others:

- BGC Partners' receipt of an opinion from Wachtell, Lipton, Rosen & Katz, outside counsel to BGC Partners, satisfactory to the board of directors of BGC Partners, to the effect that the contribution and distribution, taken together, will qualify as a "reorganization" under Sections 355 and 368(a)(1)(D) of the Code;
- all governmental approvals necessary to consummate the distribution having been obtained and remaining in full force and effect;
- all actions and filings necessary or appropriate under applicable securities laws in connection with the distribution having been taken or made, and, where applicable, becoming effective or being accepted by the applicable governmental authority;

- the approval for listing on the NASDAQ Global Select Market of the shares of Newmark's Class A common stock to be distributed to the holders of BGC Partners Class A common stock in the distribution, subject to official notice of distribution;
- no order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing consummation of the distribution or any of the related transactions being in effect, and no other event outside the control of BGC Partners having occurred or failed to occur that prevents the consummation of the distribution or any of the related transactions;
- Newmark shall have repaid in full the BGC Notes;

- BGC Partners' guarantee of the obligations under the Term Loan and BGC Partners' guarantee of the obligations under the Converted Term Loan, in each case, shall have been terminated in full;
- all borrowings pursuant to the Amended Newmark Intercompany Credit Agreement shall have been repaid in full, and the Amended Newmark Intercompany Credit Agreement shall have been terminated; and
- no other events or developments having occurred subsequent to the completion of the IPO that, in the judgment of our Board of Directors, would result in the distribution not being in the best interest of BGC Partners or its stockholders.

As described above, BGC Partners will have the right to terminate its obligation to complete the distribution if, at any time, our Board of Directors determines, in its sole discretion, that the distribution is not in the best interests of BGC Partners or its stockholders. If such termination occurs after the separation, neither party will have any liability to the other party under the separation and distribution agreement in respect of the distribution.

If our Board of Directors terminates BGC Partners' obligation to complete the distribution or waives a material condition to the distribution, Newmark has advised us that they intend to issue a press release disclosing this waiver, if any, or file a current report on Form 8-K with the SEC.

Newmark has advised us that they expect to cooperate with BGC Partners to accomplish the distribution and will, at BGC Partners' direction, promptly take any and all actions necessary or desirable to effect the distribution, including, if necessary, the registration under the Securities Act of Newmark's Class A common stock on an appropriate registration form or forms to be designated by BGC Partners.

Operating Covenants

For so long as BGC Partners beneficially owns at least 50% of the total voting power of Newmark's outstanding capital stock entitled to vote in the election of directors, Newmark will not, and will cause Newmark's subsidiaries to not (without BGC Partners' prior written consent):

- take any action that would limit the ability of BGC Partners to transfer its shares of Newmark's common stock or limit the rights of any transferee of BGC Partners as a holder of Newmark's common stock;
- take any actions that could reasonably result in BGC Partners being in breach of or in default under any contract or agreement;
- acquire any other businesses or assets or dispose of any of Newmark's assets, in each case with an aggregate value for all such transactions in excess of $100 million;
- acquire any equity interests in, or loan any funds to, third parties in excess of $100 million in the aggregate; or
- incur any indebtedness, other than indebtedness not in excess of $50 million in the aggregate or any indebtedness some or all of the proceeds of which are used to repay the Term Loan, the Converted Term Loan or the BGC Notes, or (2) incur any indebtedness that would cause BGC Partners to be in breach of or in default under any contract or that could be reasonably likely to adversely impact the credit rating of any commercial indebtedness of BGC Partners.

For so long as BGC Partners beneficially owns shares of Newmark's capital stock constituting "control" within the meaning of Section 368(c) of the Code, Newmark will not (without BGC Partners' prior written consent):

- issue any shares of Newmark's capital stock or any rights, warrants or options to acquire Newmark's capital stock (including securities convertible into or exchangeable for Newmark's capital stock) if this could cause BGC Partners, at any time prior to the distribution, to (1) beneficially own less than 82% of the total voting power of Newmark's outstanding common stock entitled to vote in the election of directors or less than 82% of the outstanding shares of any class of Newmark's capital stock not entitled to vote in the election of directors; or (2) otherwise fail to have "control" of Newmark within the meaning of Section 368(c) of the Code;
- issue any shares of Newmark's capital stock in respect of any Newmark Holdings exchangeable limited partnership interests; or
- take any action or fail to take any action that could reasonably be expected to prevent the contribution and the distribution from qualifying as a tax-free transaction to us, BGC Partners and BGC Partners' stockholders for U.S. federal income tax purposes.

For so long as BGC Partners beneficially owns shares of Newmark's capital stock satisfying the stock ownership requirements set forth in Section 1504 of the Code, Newmark will not (without BGC Partners' prior written consent) issue any shares of Newmark's capital stock or any rights, warrants or options to acquire Newmark's capital stock, if this could cause BGC Partners, at any time prior to the distribution, to (1) fail to beneficially own shares of Newmark's capital stock satisfying the stock ownership requirements set forth in Section 1504 of the Code or (2) otherwise not be permitted to treat any member of the Newmark group as members of the "affiliated group" (within the meaning of Section 1504 of the Code) of which BGC Partners is the common parent.

Auditors and Audits; Annual Financial Statements and Accounting

For so long as BGC Partners is required to consolidate Newmark's results of operations and financial position or account for its investment in Newmark under the equity method of accounting, Newmark will:

- not change Newmark's independent auditors without BGC Partners' prior written consent;

- use Newmark's reasonable best efforts to enable Newmark's independent auditors to complete their audit of Newmark's financial statements in a timely manner so as to permit timely filing of BGC Partners' financial statements;
- provide to BGC Partners and its independent auditors all information required for BGC Partners to meet its schedule for the filing and distribution of its financial statements and to make available to BGC Partners and its independent auditors all documents necessary for the annual audit of Newmark as well as access to the responsible personnel so that BGC Partners and its independent auditors may conduct their audits relating to Newmark's financial statements;
- adhere to certain specified BGC Partners accounting policies and notify and consult with BGC Partners regarding any changes to Newmark's accounting principles and estimates used in the preparation of Newmark's financial statements, and any deficiencies in, or violations of law in connection with, Newmark's internal control over financial reporting; and
- consult with BGC Partners regarding the timing and content of Newmark's earnings releases and cooperate fully (and cause Newmark's independent auditors to cooperate fully) with BGC Partners in connection with any of its public filings.

Access to Information

Under the separation and distribution agreement, following the separation, Newmark and BGC Partners are obligated to provide each other access to information as follows:

- subject to applicable confidentiality obligations and other restrictions, Newmark and BGC Partners will use commercially reasonable efforts to provide each other any information within each other's possession that the requesting party reasonably needs for use in the conduct of its business in accordance with past practice, to comply with requirements imposed on the requesting party by a governmental authority, for use in any proceeding or to satisfy audit, accounting or similar requirements, or to comply with its obligations under the separation and distribution agreement or any ancillary agreement;
- until Newmark's first fiscal year-end occurring after the distribution (and for a reasonable period of time afterwards as required for each of BGC Partners or Newmark to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the distribution occurs), Newmark will maintain in effect at Newmark's own cost and expense adequate systems and controls to the extent necessary to enable the members of the BGC Partners group to satisfy their respective reporting, accounting, audit and other obligations, and Newmark will provide to BGC Partners in such form as BGC Partners may request, at no charge to BGC Partners, all financial and other data and information as BGC Partners determines necessary or advisable in order to prepare its financial statements and reports or filings with any governmental authorities, including copies of all quarterly and annual financial information and other reports and documents that Newmark intends to file with the SEC prior to such filings (as well as final copies upon filing), and copies of Newmark's budgets and financial projections;
- subject to certain exceptions, Newmark and BGC Partners will use reasonable best efforts to make available to each other, Newmark's past, present and future directors, officers, other employees and representatives to the extent reasonably required as witnesses in any legal, administrative or other proceedings in which the other party may become involved;
- the party providing information, consultant or witness services under the separation and distribution agreement will be entitled to reimbursement from the other party for reasonable out-of-pocket expenses incurred in providing this assistance;
- each party will use reasonable best efforts to retain information in its possession or control in accordance with BGC Partners' record retention policy as of the separation; and
- subject to certain exceptions, Newmark and BGC Partners will hold in confidence all information concerning or belonging to the other party, unless legally required to disclose such information.

Expenses

Under the separation and distribution agreement, Newmark was responsible for all third-party costs, fees and expenses relating to the IPO, including the SEC registration fee, the FINRA fee, the reimbursable expenses of the Underwriters pursuant to the underwriting agreement, all of the costs of producing, printing, mailing and otherwise distributing the prospectus, as well as the underwriting discounts and commissions. All third-party fees, costs and expenses paid or incurred in connection with the distribution will be paid by BGC Partners. Except as otherwise set forth above or as provided in the separation and distribution agreement or other ancillary agreements, all other costs and expenses incurred in connection with the transactions contemplated by the separation and distribution agreement will be borne by the party incurring such costs and expenses.

Termination

The separation and distribution agreement may be terminated and the distribution may be amended, modified or abandoned at any time prior to the distribution by the mutual consent of BGC Partners and Newmark. In addition, prior to the distribution, BGC Partners has the right to terminate its obligation to complete the distribution if, at any time, our Board of Directors determines, in its sole discretion, that the distribution is not in the best interests of BGC Partners or its stockholders. If the separation and distribution agreement is terminated after the completion of the IPO, only the provisions of the separation and distribution agreement that obligate the parties to pursue the distribution will terminate. The other provisions of the separation and distribution agreement and the other ancillary agreements that BGC Partners and Newmark entered into will remain in full force and effect.

BGC Partners Contribution of Newmark OpCo Units Prior to the Distribution

Prior to the distribution, unless otherwise agreed by BGC Partners, in order for a partner of BGC Holdings to exchange a BGC Holdings exchange right unit into a share of common stock of BGC Partners pursuant to the BGC Holdings limited partnership agreement, such partner must exchange both one BGC Holdings exchange right unit and a number of Newmark Holdings exchange right units calculated in accordance with the BGC Holdings limited partnership agreement, in order to receive one share of BGC Partners common stock. Prior to the distribution, to the extent that BGC Partners receives any Newmark OpCo units as a result of any exchange of Newmark Holdings exchange right unit as described in the immediately preceding sentence or as a result of any contribution by BGC Partners to Newmark OpCo, purchase by BGC Partners of Newmark OpCo units or otherwise (see "—Reinvestments in Newmark OpCo by BGC Partners"), then in each case, BGC Partners will contribute such Newmark OpCo units to Newmark in exchange for a number of shares of Newmark common stock equal to the number of such Newmark OpCo units multiplied by the exchange ratio, currently one-for-one, subject to adjustment (with the class of shares of Newmark's common stock corresponding to the class of shares of common stock that BGC Partners issued upon such exchange).

Exchange Agreement

In connection with the separation on December 13, 2017, Newmark entered into the exchange agreement, which provides BGC Partners, Cantor, CFGM and any other qualified Class B Holder entitled to hold Class B common stock under Newmark's certificate of incorporation with the right to exchange at any time and from time to time, on a one-to-one basis, shares of Newmark's Class A common stock now owned or subsequently acquired by such persons for shares of Newmark's Class B common stock, up to the number of shares of Class B common stock that are authorized but unissued under Newmark's certificate of incorporation. Prior to the distribution, however, without the prior consent of BGC Partners, the Cantor entities may not exchange such shares of Newmark's Class A common stock into shares of Newmark's Class B common stock. Newmark's audit committee and Newmark's board of directors have determined that the exchange agreement is in the best interests of Newmark and its stockholders because, among other things, it will help ensure that Cantor retains its exchangeable limited partnership units in Newmark Holdings, which is the same partnership in which Newmark's partner employees participate, thus continuing to align the interests of Cantor with those of the partner employees.

Amended and Restated Newmark Holdings Limited Partnership Agreement

On December 13, 2017, Newmark entered into the Amended and Restated Agreement of Limited Partnership of Newmark Holdings (the "Newmark Holdings limited partnership agreement"), which is described below.

Management

Newmark Holdings is managed by its general partner, which is a wholly owned subsidiary of Newmark. Through Newmark's ownership of the general partner of Newmark Holdings, Newmark holds the Newmark Holdings general partnership interest and the Newmark Holdings special voting limited partnership interest, which entitles Newmark to control Newmark Holdings and to remove and appoint the general partner of Newmark Holdings.

Under the Newmark Holdings limited partnership agreement, the Newmark Holdings general partner manages the business and affairs of Newmark Holdings. However, Cantor's consent is required for amendments to the Newmark Holdings limited partnership agreement, to decrease distributions to Newmark Holdings limited partners to less than 100% of net income received by Newmark Holdings (other than with respect to selected extraordinary items as described below), to transfer any Newmark OpCo partnership interests beneficially owned by Newmark Holdings and to take any other actions that may adversely affect Cantor's exercise of its co-investment rights to acquire Newmark Holdings limited partnership interests, its right to purchase Newmark Holdings founding partner interests and its right to exchange the Newmark Holdings exchangeable limited partnership interests. Cantor's consent is also required in connection with transfers of Newmark Holdings limited partnership interests by other limited partners and the issuance of additional Newmark Holdings limited partnership interests outside of Newmark's Participation Plan or certain other limited circumstances.

The Newmark Holdings limited partnership agreement also provides that Newmark Holdings, in its capacity as the general partner of Newmark OpCo, requires Cantor's consent to amend the terms of the Newmark OpCo limited partnership agreement or take any other action that may interfere with Cantor's exercise of its co-investment rights to acquire Newmark Holdings limited partnership interests (and the corresponding investment in Newmark OpCo by Newmark Holdings) or its rights to exchange the Newmark Holdings exchangeable limited partnership interests. Founding/working partners and limited partnership unit holders do not have any voting rights with respect to their ownership of Newmark Holdings limited partnership interests, other than limited consent rights concerning certain amendments to the terms of the Newmark Holdings limited partnership agreement.

Classes of Interests in Newmark Holdings

Newmark Holdings has the following outstanding interests:

- a general partnership interest, which is held indirectly by us;
- a special voting limited partnership interest, which is held indirectly by Newmark and which entitles Newmark to remove and appoint the general partner of Newmark Holdings;
- Newmark Holdings exchangeable limited partnership interests, which are held by Cantor;
- Newmark Holdings founding partner interests, which are limited partnership interests that will be issued in the separation in respect of BGC Holdings founding partner interests (which were issued to certain partners in connection with the 2008 separation of BGC Partners from Cantor); and

- Newmark Holdings limited partnership interests and units, including REU and AREU interests and working partner interests (including RPU, ARPU, PSI, PSE, APSI, PSU, APSU, LPU and NPSU interests and Preferred Units).

Newmark Holdings founding/working partner interests are divided into a number of different classes of Newmark Holdings units underlying such partner's Newmark Holdings founding partner interests and Newmark Holdings working partner interests, respectively.

Each class of Newmark Holdings units held by founding/working partners (other than certain non-participating units) generally entitles the holder to receive a pro rata share of the distributions of income received by Newmark Holdings. See "—Distributions." The terms of each class of limited partnership interests vary and are described in the Newmark Holdings limited partnership agreement.

The general partner of Newmark Holdings may determine the total number of authorized Newmark Holdings units.

Any authorized but unissued Newmark Holdings units may be issued:

- pursuant to the separation or as otherwise contemplated by the separation and distribution agreement or the Newmark Holdings limited partnership agreement;
- to Cantor and members of the Cantor group, (1) in connection with a reinvestment in Newmark Holdings or (2) in the event of a termination or bankruptcy of a founding/working partner or limited partnership unit holder or the redemption of a founding/working partner interest or limited partnership unit pursuant to the Newmark Holdings limited partnership agreement;
- with respect to Newmark Holdings founding/working partner interests, to an eligible recipient, which means any limited partner or member of the Cantor group or any affiliate, employee service provider or partner thereof, in each case as directed by a Newmark Holdings exchangeable limited partner majority in interest (provided that such person or entity is not primarily engaged in a business that competes with Newmark Holdings or its subsidiaries);
- as otherwise agreed by the general partner and a Newmark Holdings exchangeable limited partner interest majority in interest;
- pursuant to the Participation Plan;
- to any then-current founding/working partner or limited partnership unit holder pursuant to the Newmark Holdings limited partnership agreement; or
- to any Newmark Holdings partner in connection with a conversion of an issued unit and interest into a different class or type of unit and interest.

In the event that Newmark Holdings redeems any of its outstanding units, Newmark's audit committee has authorized management to sell to the members of the Cantor group exchangeable units equal in number to such redeemed units at a price per exchangeable unit to be determined based on an average daily closing price of the Class A common stock.

The Newmark Holdings limited partnership agreement provides that (1) where either current, terminating or terminated partners are permitted by Newmark to exchange any portion of their founding partner units and Cantor consents to such exchangeability, Newmark will offer to Cantor the opportunity for Cantor to purchase the same number of new exchangeable limited partnership interests in Newmark Holdings at the price that Cantor would have paid for the founding partner units had Newmark redeemed them; and (2) the exchangeable limited partnership interests to be offered to Cantor pursuant to clause (1) above would be subject to, and granted in accordance with, applicable laws, rules and regulations then in effect.

Exchanges

Each unit of the Newmark Holdings limited partnership interests held by Cantor is generally exchangeable with Newmark for a number of shares of Class B common stock (or, at Cantor's option or if there are no additional authorized but unissued shares of Class B common stock, a number of shares of Class A common stock) equal to the current exchange ratio. Currently, the exchange ratio equals one, so that each unit of an exchangeable Newmark Holdings limited partnership interest will be exchangeable with Newmark for one share of Newmark common stock. However, the exchange ratio is subject to adjustment as described below under "—Adjustment to Exchange Ratio."

The Newmark Holdings founding partner interests (which were issued in the separation to holders of BGC Holdings founding partner interests, who received such founding partner interests in connection with the separation of BGC Partners from Cantor in 2008) will not be exchangeable with Newmark unless (1) Cantor reacquires such interests from Newmark Holdings upon termination or

bankruptcy of the founding partners or redemption of their units (which it has the right to do under certain circumstances), in which case such interests will be exchangeable with Newmark for 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 Newmark for Class A common stock, in which case each such Newmark Holdings unit will be exchangeable with Newmark for a number of shares of Newmark's Class A common stock equal to the then current exchange ratio, on terms and conditions to be determined by Cantor. Once a Newmark Holdings founding partner interest becomes exchangeable, such founding partner interest is automatically exchanged upon a termination or bankruptcy (x) with BGC Partners for Class A common stock of BGC Partners (after also providing the requisite portion of BGC Holdings founding partner interests) if the termination or bankruptcy occurs prior to the distribution and (y) in all other cases, with Newmark for Newmark's Class A common stock.

In particular, Cantor has provided that 428,177 Newmark Holdings founding partner interests will be exchangeable with Newmark for a number of shares of Class A common stock equal to the then current exchange ratio, in accordance with the terms of the Newmark Holdings limited partnership agreement.

Newmark provides exchangeability for partnership units into shares of Newmark's Class A common stock in connection with (1) Newmark's partnership redemption, compensation and restructuring programs, (2) other incentive compensation arrangements and (3) business combination transactions.

Working partner interests will not be exchangeable with Newmark unless otherwise determined by Newmark with the written consent of a Newmark Holdings exchangeable limited partnership interest majority in interest, in accordance with the terms of the Newmark Holdings limited partnership agreement.

The limited partnership units will only be exchangeable for Newmark Class A common stock in accordance with the terms and conditions of the grant of such units, which terms and conditions will be determined in Newmark's sole discretion, as the general partner of Newmark Holdings, with the written consent of the Newmark Holdings exchangeable limited partnership interest majority in interest with respect to the grant of any exchange right, in accordance with the terms of the Newmark Holdings limited partnership agreement.

Notwithstanding the foregoing, to the extent that legacy BGC Holdings units or legacy Newmark Holdings are not exchangeable as of immediately after the separation, the determination of whether to grant an exchange right with respect to such legacy BGC Holdings units and legacy Newmark Holdings units will be made as follows:

- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the BGC group providing services solely to the BGC group, then BGC Partners shall make such determination;
- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the Newmark group providing services solely to the Newmark group, then Newmark shall make such determination; and
- If the legacy BGC Holdings units and legacy Newmark Holdings unit are held by an employee of the BGC group, the Newmark group or the Cantor group providing services to both the BGC group and the Newmark group, then BGC Partners shall make such determination to the extent that the grant of the exchange right relates to compensation for services by such employee to the BGC group, and Newmark shall make such determination to the extent that the grant of the exchange right relates to compensation for services by such employee to the Newmark group. Grants of exchangeability may be made at any time in the discretion of the relevant service recipient, and future grant practices may differ from prior practices, including without limitation in connection with performance achievement, changes in incentive arrangements, accounting principles, and tax laws (including deductibility of compensation) and other applicable laws.

As a result of the distribution of limited partnership interests of Newmark Holdings in connection with the separation, each holder of BGC Holdings limited partnership interests will hold a BGC Holdings limited partnership interest and a corresponding Newmark Holdings limited partnership interest for each BGC Holdings limited partnership interest held thereby immediately prior to the separation. The BGC Holdings limited partnership interests and Newmark Holdings limited partnership interests will each be entitled to receive cash distributions from BGC Holdings and Newmark Holdings, respectively, in accordance with the terms of such partnership's respective limited partnership agreement.

Notwithstanding the foregoing, prior to the distribution, without the prior consent of BGC Partners, no Newmark Holdings limited partnership interests shall be exchangeable into Newmark's shares of common stock. Prior to the distribution, unless otherwise agreed by BGC Partners, in order for a partner to exchange an exchangeable limited partnership interest in BGC Holdings or Newmark Holdings into a share of common stock of BGC Partners, such partner must exchange both one unit of a BGC Holdings exchangeable limited partnership interest together with the ratable portion of a number of the associated Newmark Holdings exchangeable limited partnership interests, calculated in accordance with the BGC Holdings limited partnership agreement, in order to receive one share of BGC Partners common stock. Prior to the distribution, to the extent that BGC Partners receives any Newmark OpCo units as a result of any such exchange of Newmark Holdings exchangeable limited partnership interests or otherwise (as described below), then BGC Partners will contribute such Newmark OpCo units to Newmark in exchange for a number of shares of Newmark's common stock equal to the exchange ratio, which is currently one-for-one, subject to adjustment (with the class of shares of Newmark's common stock corresponding to the class of shares of common stock that BGC Partners issued upon such exchange).

Upon Newmark's receipt (or, prior to the distribution and as described above, BGC Partners' receipt) of any Newmark Holdings exchangeable limited partnership interest, or Newmark Holdings founding partner interest, working partner interest or limited partnership unit 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 Newmark Holdings regular limited partnership interest, will have all rights and obligations of a holder of Newmark Holdings regular limited partnership interests and will cease to be designated as a Newmark Holdings exchangeable interest, or Newmark Holdings founding partner interest, working partner interest or limited partnership unit that is exchangeable, and will not be exchangeable.

With each exchange, Newmark's direct and indirect (and, prior to the distribution and as described above, BGC Partners' indirect) interest in Newmark OpCo will proportionately increase, because immediately following an exchange, Newmark Holdings will redeem the Newmark Holdings unit so acquired for the Newmark OpCo limited partnership interest underlying such Newmark Holdings unit.

In addition, upon a transfer of a Newmark Holdings exchangeable limited partnership interest that is not permitted by the Newmark Holdings limited partnership agreement (see "—Transfers of Interests" below), such interest will cease to be designated as a Newmark 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 Newmark Holdings unit so exchanged will equal a pro rata portion of the total aggregate capital account of all exchangeable limited partnership units and founding partner units then outstanding, reflecting the portion of all such exchangeable limited

partnership units and founding partner units then outstanding represented by the unit so exchanged. The aggregate capital account of such exchanging partner in such partner's remaining exchangeable limited partnership 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 unit 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 Newmark Holdings exchangeable limited partnership interest majority in interest.

In the case of an exchange of an REU interest or working partner interest or portion thereof, the aggregate capital account of the Newmark Holdings units so exchanged will equal the capital account of the REU interest or working partner interest (or portion thereof), as the case may be, represented by such Newmark Holdings units.

Newmark has advised us that they have agreed to reserve, out of Newmark's authorized but unissued Class B common stock and Class A common stock, a sufficient number of shares of Class B common stock and Class A common stock to effect the exchange of all then outstanding Newmark Holdings exchangeable limited partnership interests, the Newmark Holdings founding/working partner interests, if exchangeable, and Newmark Holdings limited partnership units, if exchangeable, into shares of Class B common stock or Class A common stock pursuant to the exchanges and a sufficient number of shares of Class A common stock to effect the exchange of shares of Class B common stock issued or issuable in respect of exchangeable Newmark Holdings limited partnership interests (subject, in each case, to the maximum number of shares authorized but unissued under Newmark's certificate of incorporation as then in effect). Newmark has agreed that all shares of Class B common stock and Class A common stock issued in an exchange will be duly authorized, validly issued, fully paid and non-assessable and will be free from pre-emptive rights and free of any encumbrances.

Partnership Enhancement Programs

Newmark may from time to time undertake partnership redemption and compensation restructuring programs to enhance their employment arrangements by leveraging Newmark's unique partnership structure. Under these programs, participating partners generally may agree to extend the lengths of their employment or service agreements, to accept a larger portion of their compensation in partnership units and to other contractual modifications sought by us. As part of these programs, Newmark may also redeem limited partnership interests for cash and/or other units and grant exchangeability to certain units.

Distributions

The profit and loss of Newmark OpCo are generally allocated based on the total number of Newmark OpCo units outstanding. The profit and loss of Newmark Holdings are generally allocated based on the total number of Newmark Holdings units outstanding. The minimum distribution for each RPU interest issued after the IPO is $0.005 per quarter.

Pursuant to the terms of the Newmark Holdings limited partnership agreement, distributions by Newmark Holdings to its partners may not be decreased below 100% of net income received by Newmark Holdings from Newmark OpCo (other than with respect to selected extraordinary items with respect to founding/working partners or limited partnership unit holders, such as the disposition directly or indirectly of partnership assets outside of the ordinary course of business) unless Newmark determines otherwise, subject to Cantor's consent (as the holder of the Newmark Holdings exchangeable limited partnership interest majority in interest).

In addition, the Newmark Holdings general partner, with the consent of Cantor, as holder of a majority of the Newmark Holdings exchangeable limited partnership interests, in its sole and absolute discretion, may direct Newmark Holdings, upon a founding/working partner's or a limited partnership unit holder's death, retirement, withdrawal from Newmark Holdings or other full or partial redemption of Newmark 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 the Newmark Holdings general partner determines is appropriate in light of the goodwill associated with such partner and his, her or its Newmark Holdings units, such partner's length of service, responsibilities and contributions to Newmark Holdings and/or other factors deemed to be relevant by the Newmark Holdings general partner.

In the discretion of the Newmark Holdings general partner, distributions with respect to selected extraordinary transactions, as described below, may be withheld from the founding/working partners and the limited partnership unit holders and distributed over time subject to the satisfaction of conditions set by Newmark, as the general partner of Newmark Holdings, such as continued service to Newmark. These distributions that may be withheld relate to income items from nonrecurring events, including, without limitation, items that would be considered "extraordinary items" under U.S. GAAP and recoveries with respect to claims for expenses, costs and damages (excluding any recovery that does not result in monetary payments to Newmark Holdings) attributable to extraordinary events affecting Newmark Holdings.

Cantor's Right to Purchase Redeemed Interests

Newmark Holdings Founding Partner Interests: The terms of the Newmark Holdings founding partner interests are substantially the same as the terms of the BGC Holdings founding partner interests. There are no Newmark Holdings founding partner interests outstanding other than from the mathematical carryover from the BGC Holdings founding partner interests (i.e., the Newmark Holdings founding partner interests distributed in the separation in respect of the outstanding BGC Holdings founding partner interests). No holder of Newmark Holdings founding partner interests is currently employed by Newmark.

Cantor has a right to purchase any Newmark Holdings founding partner interests that have not become exchangeable that are redeemed by Newmark Holdings upon termination or bankruptcy of a founding partner or upon mutual consent of the general partner of Newmark Holdings and Cantor. Cantor has the right to purchase such Newmark Holdings founding partner interests at a price equal to the lesser of (1) the amount that Newmark Holdings would be required to pay to redeem and purchase such Newmark Holdings founding partner interests and (2) the amount equal to (a) the number of units underlying such founding partner interests, multiplied by (b) the exchange ratio as of the

date of such purchase, multiplied by (c) the then current market price of Newmark's 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 interests, as the case may be) so purchases such founding partner interests at a price equal to clause (2) above, neither Cantor nor any member of the Cantor group nor Newmark Holdings nor any other person is obligated to pay Newmark Holdings or the holder of such founding partner interests any amount in excess of the amount set forth in clause (2) above.

In addition, the Newmark Holdings limited partnership agreement provides that (1) where either current, terminating or terminated partners are permitted by Newmark to exchange any portion of their founding partner units and Cantor consents to such exchangeability, Newmark will offer to Cantor the opportunity for Cantor to purchase the same number of new exchangeable limited partnership interests in Newmark Holdings at the price that Cantor would have paid for the founding partner units had Newmark redeemed them; and (2) the exchangeable limited partnership interests to be offered to Cantor pursuant to clause (1) above would be subject to, and granted in accordance with, applicable laws, rules and regulations then in effect.

Any unit of a Newmark 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 a number of shares of Newmark's Class B common stock or, at Cantor's election, shares of Newmark's Class A common stock, in each case, equal to the then current exchange ratio, on the same basis as the limited partnership interests held by Cantor, and will be designated as Newmark Holdings exchangeable limited partnership interests when acquired by Cantor. The current exchange ratio is one, but is subject to adjustment in accordance with the terms of the separation and distribution agreement as described below under "—Adjustment to Exchange Ratio." This may permit Cantor to receive a larger share of income generated by Newmark's business at a less expensive price than through purchasing shares of Newmark's Class A common stock, which is a result of the price payable by Cantor to Newmark Holdings upon exercise of its right to purchase equivalent exchangeable interests.

Newmark Holdings Working Partner Interests and Newmark Holdings Limited Partnership Units Cantor has a right to purchase any Newmark Holdings working partner interests or Newmark Holdings limited partnership units (in each case that have not become exchangeable), as the case may be, that are redeemable by Newmark Holdings if Newmark Holdings elects to transfer the right to purchase such interests to a Newmark Holdings partner rather than redeem such interests itself. Cantor has the right to purchase such interests on the same terms that such Newmark Holdings partner would have a right to purchase such interests.

Newmark from time to time may enter into various compensatory arrangements with partners, including founding partners who hold non-exchangeable founding partner units that Cantor has not elected to make exchangeable into shares of Class A common stock. These arrangements, which may be entered into prior to or in connection with the termination of such partners, include but are not limited to the grant of shares or other awards under the Equity Plan, payments of cash or other property, or partnership awards under the Participation Plan or other partnership adjustments, which arrangements may result in the repayment by such partners of any partnership loans or other amounts payable to or guaranteed by Cantor earlier than might otherwise be the case, and for which Newmark may incur compensation charges that it might not otherwise have incurred had such arrangements not been entered into.

Transfers of Interests

The Newmark Holdings partnership agreement contains restrictions on the transfer of interests in Newmark Holdings. In general, a partner may not transfer or agree or otherwise commit to transfer all or any portion of, or any rights, title and interest in and to, its interest in Newmark Holdings, except in the circumstances described in the Newmark Holdings partnership agreement.

Amendments

The Newmark 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 Newmark Holdings exchangeable limited partnership interest majority in interest) of Newmark Holdings. In addition, the Newmark 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 Newmark Holdings may authorize any amendment to correct any technically incorrect statement or error apparent on the face thereof in order to further the parties' intent or to correct any formality or error or incorrect statement or defect in the execution of the Newmark Holdings limited partnership agreement.

Corporate Opportunity; Fiduciary Duty

The Newmark Holdings limited partnership agreement contains similar corporate opportunity provisions to those included in Newmark's certificate of incorporation with respect to Newmark, BGC Partners and/or Cantor and their respective representatives. See "—Potential Conflicts of Interest and Competition Among Cantor, BGC and Newmark."

Parity of Interests

The Newmark Holdings limited partnership agreement provides that it is the non-binding intention of Newmark Holdings and each of the partners of Newmark Holdings that the aggregate number of Newmark OpCo units held by Newmark Holdings and its subsidiaries (other than Newmark OpCo and its subsidiaries) at a given time divided by the aggregate number of Newmark Holdings units issued and outstanding at such time is at all times equal to one, which ratio is referred to herein as the "Newmark Holdings ratio." It is the non-binding intention of each of the partners of Newmark Holdings and of Newmark Holdings that there be a parallel issuance or repurchase transaction by Newmark Holdings in the event of any issuance or repurchase by Newmark OpCo of Newmark OpCo units to or held by Newmark Holdings so that the Newmark Holdings ratio at all times equals one.

Amended and Restated Limited Partnership Agreement of Newmark OpCo

On December 13, 2017, Newmark entered into the Amended and Restated Agreement of Limited Partnership of Newmark OpCo, which is described below (the "OpCo LP Agreement").

Management

Newmark OpCo is managed by its general partner, which is owned by Newmark Holdings. The Newmark OpCo general partner holds the Newmark OpCo general partnership interest and the Newmark OpCo special voting limited partnership interest, which entitles the holder thereof to remove and appoint the general partner of Newmark OpCo and serves as the general partner of Newmark OpCo, which entitles Newmark Holdings (and thereby, Newmark) to control Newmark OpCo, subject to limited consent rights of Cantor and to the rights of Newmark Holdings as the special voting limited partner. Newmark Holdings holds its Newmark OpCo general partnership interest through a Delaware limited liability company, Newmark Holdings, LLC.

Cantor's "consent rights" means that Newmark Holdings, in its capacity as general partner of Newmark OpCo, is required to obtain Cantor's consent to amend the terms of the Newmark OpCo limited partnership agreement or take any other action that may adversely affect Cantor's exercise of its co-investment rights to acquire Newmark Holdings limited partnership interests (and the corresponding investment in Newmark OpCo by Newmark Holdings) or right to exchange Newmark Holdings exchangeable limited partnership interests.

Classes of Interests in Newmark OpCo

Newmark OpCo has the following outstanding interests:

- a general partnership interest, which is held indirectly by Newmark Holdings;
- limited partnership interests, which are held by Newmark and Newmark Holdings; and
- a special voting limited partnership interest, which is held indirectly by Newmark Holdings and which entitles the holder thereof to remove and appoint the general partner of Newmark OpCo.

The general partner of Newmark OpCo determines the aggregate number of authorized units in Newmark OpCo.

Any authorized but unissued units in Newmark OpCo may be issued:

- pursuant to the separation;
- to Newmark and/or Newmark Holdings and members of their group, as the case may be, in connection with an investment in Newmark OpCo;
- to Newmark Holdings or members of its group in connection with a redemption pursuant to the Newmark Holdings limited partnership agreement;
- 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 Newmark OpCo (except that if Newmark Holdings and its group holds a majority in interest and Cantor and its group holds a majority of units underlying the Newmark Holdings exchangeable limited partnership interests, then majority of interest means Cantor) (which we refer to as a "Newmark OpCo majority in interest"));
- to Newmark or Newmark Holdings in connection with a grant of equity by Newmark or Newmark Holdings; and
- to any Newmark OpCo 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 Newmark OpCo.

Distributions

The profit and loss of Newmark OpCo is generally allocated based on the total number of Newmark OpCo units outstanding.

Transfers of Interests

The Newmark OpCo partnership agreement contains restrictions on the transfer of interests in Newmark OpCo. In general, a partner may not transfer or agree or otherwise commit to transfer all or any portion of, or any rights, title and interest in and to, its interest in Newmark OpCo, except in the circumstances described in the Newmark OpCo partnership agreement.

Amendments

The Newmark OpCo limited partnership agreement cannot be amended except with the approval of each of the general partner and the limited partners (by the affirmative vote of a Newmark OpCo majority in interest) of Newmark OpCo. In addition, the Newmark OpCo 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 Newmark OpCo 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 Newmark OpCo limited partnership agreement.

Corporate Opportunity; Fiduciary Duty

The Newmark OpCo limited partnership agreement contains similar corporate opportunity provisions to those included in Newmark's certificate of incorporation with respect to Newmark and/or Newmark Holdings and their respective representatives. See "—Potential Conflicts of Interest and Competition with BGC Partners and Cantor."

Parity of Interests

The limited partnership agreement of Newmark OpCo provides that, at the election of Newmark, in connection with a repurchase of Newmark's Class A common stock or similar actions, Newmark OpCo will redeem and repurchase from Newmark a number of units in Newmark OpCo equivalent to the number of shares of Class A common stock repurchased by Newmark in exchange for cash in the amount of the gross proceeds to be paid in connection with such stock repurchase.

Adjustment to Exchange Ratio

Each unit of an exchangeable Newmark Holdings limited partnership interest will be exchangeable with Newmark for a number of shares of Newmark common stock equal to the exchange ratio. Initially, the exchange ratio will equal one, so that each unit of an exchangeable Newmark Holdings limited partnership interest will be exchangeable with Newmark for one share of Newmark common stock.

For reinvestment, acquisition or other purposes, Newmark may determine to distribute to its stockholders a smaller percentage than Newmark Holdings distributes to its equityholders (excluding tax distributions from Newmark Holdings) of cash that it receive from Newmark OpCo. In such circumstances, the separation and distribution agreement provides that the exchange ratio will be reduced to reflect the amount of additional cash retained by Newmark as a result of the distribution of such smaller percentage, after the payment of taxes (which we refer to as "reinvestment cash").

The separation and distribution agreement provides that, if, in any fiscal quarter, there is reinvestment cash for such fiscal quarter, then, the exchange ratio will be adjusted so that, following such adjustment, but subject to any other further adjustment as a result of other anti-dilution and other equitable adjustments as set forth in the separation and distribution agreement, the exchange ratio shall equal:

- the number of outstanding shares of Newmark common stock as of immediately prior to such adjustment, *divided by*
- the sum of (A) the number of outstanding shares of Newmark common stock as of immediately prior to such adjustment, *plus* (B) the adjustment factor (as described below) for such fiscal quarter *plus* (C) the sum of the aggregate adjustment factors for all prior fiscal quarters following the IPO.

The "adjustment factor" means, with respect to any fiscal quarter in which there is reinvestment cash, an amount (which may be a positive or a negative number) equal to: (a) the reinvestment cash for such fiscal quarter, *divided by* (b) the Newmark OpCo per unit price as of the day prior to the date on which the adjustment to the exchange ratio with respect to such adjustment factor is made.

Newmark shall determine the particular date in which any adjustment to the exchange ratio in respect of a particular fiscal quarter shall occur, taking into account the precise timing of any distributions by Newmark Holdings and Newmark in respect of such fiscal quarter.

Use of Reinvestment Cash

Newmark receives significant tax benefits from the partnership structure of Newmark OpCo and Newmark Holdings. Specifically, in connection with an exchange of an exchangeable Newmark Holdings limited partnership interest with Newmark for shares of Newmark common stock, Newmark OpCo receives a tax deduction. Newmark, in turn, benefits from the majority of this tax deduction as a result of its ownership interest in Newmark OpCo. In a typical up-C structure, Newmark would normally receive a much smaller portion of these tax benefits.

In light of these tax benefits and the fact that the exchange ratio is adjusted downward if there is any reinvestment cash, and in order to induce the holder of a majority of the Newmark exchangeable limited partnership interest to consent to the partnership structure, Newmark has agreed in the separation and distribution agreement that, to the extent that there is any reinvestment cash, Newmark will contribute such cash to Newmark OpCo as an additional capital contribution with respect to Newmark's existing limited partnership interest in Newmark OpCo, unless Newmark and the holder of a majority of the Newmark exchangeable limited partnership interests agree otherwise.

Reinvestments in Newmark OpCo by Newmark; Co-Investment Rights; Distributions to Holders of Newmark's Common Stock and to Newmark Holdings Limited Partners

In order to maintain Newmark's economic interest in Newmark OpCo, the separation and distribution agreement provides that any net proceeds received by Newmark from any subsequent issuances of Newmark's common stock (other than upon exchange of Newmark Holdings exchangeable limited partnership interests) will be, unless otherwise determined by Newmark's board of directors, contributed to Newmark OpCo in exchange for Newmark OpCo limited partnership interests consisting of a number of Newmark OpCo units that will equal the number of shares of Newmark's common stock issued divided by the exchange ratio as of immediately prior to the issuance of such shares.

In addition, Newmark may elect to purchase from Newmark OpCo a number of Newmark OpCo units through cash or non-cash consideration. The investment price will be based on the then-applicable market price for shares of Newmark's Class A common stock. In the future, from time to time, Newmark also may use cash on hand and funds received from distributions, loans or other payments from Newmark OpCo to purchase shares of common stock or Newmark Holdings exchangeable limited partnership interests.

In the event that Newmark acquire any additional Newmark OpCo limited partnership interests from Newmark OpCo, Cantor would have the right to cause Newmark Holdings to acquire additional Newmark OpCo limited partnership interests from Newmark OpCo up to the number of Newmark OpCo units that would preserve Cantor's relative indirect economic percentage interest in Newmark OpCo compared to Newmark's and BGC's aggregate interests immediately prior to the acquisition of such additional Newmark OpCo units by Newmark or BGC, and Cantor would acquire an equivalent number of additional Newmark Holdings limited partnership interests to reflect such relative indirect interest. The purchase price per Newmark OpCo unit for any such Newmark OpCo limited partnership interests issued indirectly to Cantor pursuant to its co-investment rights will be equal to the price paid by Newmark per Newmark OpCo unit. Any such Newmark 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 Newmark OpCo 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 Newmark Holdings Participation Plan provides for issuances, in the discretion of Newmark's compensation committee or its designee, of Newmark Holdings limited partnership interests to current or prospective working partners and executive officers of Newmark. Any net proceeds received by Newmark Holdings for such issuances generally will be contributed to Newmark OpCo in exchange for Newmark OpCo limited partnership interests consisting of a number of Newmark OpCo units equal to the number of Newmark 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 Newmark OpCo units, including by Newmark. Any Newmark 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 Newmark's Class A common stock, will be designated as Newmark Holdings working partner interests and will generally receive distributions from Newmark OpCo on an equal basis with all other limited partnership interests.

Newmark Holdings will not have the right to acquire limited partnership interests in Newmark OpCo other than in connection with an investment by Cantor as described above or in connection with issuances of Newmark Holdings interests to the working partners and executive officers under the Participation Plan.

Reinvestments in Newmark OpCo by BGC Partners

Pursuant to the separation and distribution agreement, any net proceeds received by BGC Partners from any subsequent issuances of BGC Partners common stock (other than upon exchange of a combination of BGC Holdings exchangeable limited partnership interests and Newmark Holdings exchangeable limited partnership interests) will be, unless otherwise determined by BGC Partners' board of directors, contributed to BGC U.S. OpCo, BGC Global OpCo and/or Newmark OpCo in exchange for (1) a BGC U.S. OpCo limited partnership interest consisting of a number of BGC U.S. OpCo units, (2) a BGC Global OpCo limited partnership interest consisting of a number of BGC Global OpCo units, and (3) a Newmark OpCo limited partnership interest consisting of a number of Newmark OpCo units, in each case calculated in accordance with the separation and distribution agreement. Any such contributions may also be made directly or indirectly into Newmark, or Newmark Holdings or through BGC U.S. OpCo, BGC Global OpCo, or Newmark OpCo.

In addition, if BGC Partners exercises its right to purchase from BGC U.S. OpCo and BGC Global OpCo a number of BGC U.S. OpCo units and BGC Global OpCo units, unless otherwise determined by BGC Partners' board of directors, BGC Partners will also purchase a certain number of Newmark OpCo units based on the then-applicable market price for shares of Newmark's Class A common stock.

Amendment No. 1 to Newmark OpCo Limited Partnership Agreement

The Newmark OpCo limited partnership agreement was amended effective as of December 13, 2017 on March 14, 2018 to adjust certain allocations to certain partnership-owned entities.

Administrative Services Agreement

On December 13, 2017, Newmark entered into an administrative services agreement with Cantor which is described below.

The administrative services agreement has an initial term of three years, starting on the date of the separation. Thereafter, the administrative services agreement renews automatically for successive one-year terms, unless any party provides written notice to the other parties of its desire to terminate the agreement at least 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 agreement may be cancelled by the receiving 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.

Cantor is entitled to continued use of hardware and equipment it used prior to the date of the administrative services agreement on the terms and conditions provided, even in the event Newmark terminates the administrative services agreement, although there is no requirement to repair or replace such hardware or equipment.

During the term of the administrative services agreement, the parties will 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;
- office 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 agreement includes 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 generally charges the other party an amount (including any applicable taxes) equal to (1) the direct cost that the providing party incurs in performing those services, including third-party charges incurred in providing services, 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 as the parties agree.

The administrative services agreement provides that the services recipient generally indemnifies 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.

Transition Services Agreement

On December 13, 2017, Newmark entered into a transition services agreement with BGC Partners which is described below.

The transition services agreement has a term of two years following the distribution, starting on the date of the separation. Any particular service provided under the transition services agreement may be cancelled by the receiving 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.

BGC Partners is entitled to continued use of hardware and equipment it used prior to the date of the transition services agreement on the terms and conditions provided until two years following the distribution, even in the event Newmark terminates the transition services agreement, although there is no requirement to repair or replace such hardware or equipment.

During the term of the transition services agreement, the parties will provide transition services to each other, including, among others, office space, personnel, hardware and equipment services; communication and data facilities; and any miscellaneous services to which the parties reasonably agree.

The transition services agreement includes 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 generally charges the other party an amount (including any applicable taxes) equal to (1) the direct cost that the providing party incurs in performing those services, including third-party charges incurred in providing services, 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 as the parties agree.

The transition services agreement provides that the services recipient generally indemnifies 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.

Tax Matters Agreement

On December 13, 2017, BGC Partners, BGC Holdings, BGC U.S. OpCo, Newmark, Newmark Holdings and Newmark OpCo entered into a tax matters agreement in connection with the separation that governs the parties' respective rights, responsibilities and obligations after the separation with respect to taxes (including taxes arising in the ordinary course of business and taxes, if any, incurred as a result of any failure of the distribution and certain related transactions to qualify as tax-free for U.S. federal income tax purposes), tax attributes and tax benefits, the preparation and filing of tax returns, the control of audits and other tax proceedings, tax elections, assistance and cooperation in respect of tax matters, procedures and restrictions relating to the distribution, if any, and certain other tax matters.

In addition, the tax matters agreement imposes certain restrictions on Newmark and its subsidiaries (including restrictions on share issuances, business combinations, sales of assets and similar transactions) that will be designed to preserve the tax-free status of the distribution and certain related transactions. The tax matters agreement provides special rules to allocate tax liabilities in the event the distribution, together with certain related transactions, is not tax-free, as well as any tax liabilities incurred in connection with the separation. In general, under the tax matters agreement, each party is expected to be responsible for any taxes imposed on BGC Partners or Newmark that arise from the failure of the distribution, together with certain related transactions, to qualify as a transaction that is generally tax-free, for U.S. federal income tax purposes, under Sections 355 and 368(a)(1)(D) and certain other relevant provisions of the Code, to the extent that the failure to so qualify is attributable to actions, events or transactions relating to such party's respective stock, assets or business, or a breach of the relevant representations or covenants made by that party in the tax matters agreement.

Newmark Tax Receivable Agreement

On December 13, 2017, Cantor and Newmark entered into a tax receivable agreement which is described below.

Certain interests in Newmark Holdings may be exchanged in the future for a number of shares of Newmark Class A common stock or shares of Newmark Class B common stock equal to the exchange ratio (which is currently one, but is subject to adjustments as set forth in the separation and distribution agreement). See above under "—Adjustment to Exchange Ratio." In addition, prior to the distribution, certain interests in Newmark Holdings may, together with certain interests in BGC Holdings, be exchanged for shares of BGC Partners common stock. Certain of these exchanges may result in increases to Newmark's share of the tax basis of the tangible and intangible assets of Newmark OpCo that otherwise would not have been available, although the IRS may challenge all or part of that tax basis increase, and a court could sustain such a challenge by the IRS. These increases in tax basis, if sustained, may reduce the amount of tax that Newmark would otherwise be required to pay in the future.

Our tax receivable agreement with Cantor also provides for the payment by Newmark 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 Newmark actually realize 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 Newmark will benefit from the remaining 15% of cash savings, if any, in income tax that Newmark realizes. Pursuant to the tax receivable agreement, Newmark will determine, after consultation with Cantor, the extent to which Newmark 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 Newmark'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 Newmark 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 IRS successfully challenges the availability of any tax benefit and determines that a tax benefit is not available, Newmark will be entitled to receive reimbursements from Cantor for amounts Newmark previously paid under the tax receivable agreement and Cantor will indemnify Newmark and hold Newmark harmless with respect to any interest or penalties and any other losses 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 the indemnity for such reasonable attorneys' and accountants' fees shall only apply to the extent Cantor is permitted to control such contest). Any such reimbursement or indemnification payment will 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 Newmark's actual income and franchise tax liability to the amount of such taxes that Newmark would have been required to pay had there been no depreciation or amortization deductions available to Newmark that were attributable to an increase in tax basis (or any imputed interest) as a result of an exchange. The tax receivable agreement will continue until all such tax benefits have been utilized or

expired, unless Newmark (with the approval by a majority of Newmark's independent directors) exercise Newmark's 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 Newmark 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 nature of the interests exchanged, the timing of exchanges, the extent to which such exchanges are taxable and the amount and timing of Newmark's income.

Any amendment to the tax receivable agreement will be subject to approval by a majority of Newmark's independent directors.

Service Agreements

Newmark has received administrative services including but not limited to, treasury, legal, accounting, information technology, payroll administration, human resources, incentive compensation plans and other support provided by Cantor and BGC Partners. Where it is possible to specifically attribute such expenses to Newmark's activities, these amounts have been expensed directly to Newmark. Direct costs are primarily

comprised of rent and equity and other incentive compensation expenses. Allocations of expenses not directly attributable to Newmark are based on a services agreement between BGC Partners and Cantor which reflects the utilization of service provided or benefits received by Newmark, such as headcount, square footage and revenue. For the year ended December 31, 2017, Newmark incurred expenses of $14.2 million for these services.

Related Party Receivables and Payables

On December 13, 2017, in connection with the separation and distribution agreement, Newmark assumed from BGC an aggregate of $300.0 million principal amount of its 5.375% Senior Notes due December 9, 2019 and $112.5 million principal amount of its 8.125% Senior Notes due June 26, 2042. As of December 31, 2017, these amounts were included in "long term debt payable to related parties" on Newmark's consolidated balance sheet.

As of December 31, 2017, the related party receivables and current portion of payables to related parties for Newmark were $0.0 million and $34.2 million, respectively.

Fees to related parties and allocations of net income and grant of exchangeability to limited partnership units that are charged by BGC Partners and Cantor to Newmark are reflected as cash flows from operating activities in Newmark's combined statement of cash flows for each period presented as if Newmark's IPO allocations and grant of exchangeability charges became non-cash in nature to the extent they related to limited partnership units in Newmark Holdings, and therefore will be excluded from cash flow operations. Prior to the IPO, related party receivables were generated from Newmark's earnings as BGC Partners sweeps Newmark's excess cash to manage treasury centrally. Related party payables reflect borrowing of cash from BGC Partners to fund Newmark's operations and growth. These borrowings from and repayments to BGC Partners are reflected as cash flows from financing activities in Newmark's combined statement of cash flows for each period presented.

Intercompany Credit Agreement

On December 13, 2017, in connection with the separation and distribution agreement, BGC entered into an unsecured senior credit agreement with Newmark, as amended, restated, supplemented or otherwise modified from time to time (the "Original Newmark Intercompany Credit Agreement"). The Original Newmark Intercompany Credit Agreement provided for each party to issue loans to the other party in the lender's discretion and matures on December 13, 2018 (the "Intercompany Facility"). The interest rate on the Intercompany Facility is the higher of BGC's or Newmark's short term borrowing rate in effect at such time plus 100 basis points. The interest rate as of December 31, 2017 was 5.21%. As of December 31, 2017, the amount outstanding under the Intercompany Facility was $40.0 million and is included in "current portion of payables to related parties" on Newmark's consolidated balance sheet. Newmark recorded interest expense of $0.1 million for the year ended December 31, 2017 which is included in "interest income, net" in Newmark's consolidated statement of operations.

On March 19, 2018, Newmark and the Company entered into an amended and restated credit agreement, (the "Amended Newmark Intercompany Credit Agreement"), which amended and restated the Original Newmark Intercompany Credit Agreement. The Amended Newmark Credit Agreement eliminates certain provisions from the Original Newmark Intercompany Credit Agreement, but the maturity date, the termination provisions, and the interest rate applicable to loans outstanding under the Original Newmark Intercompany Credit Agreement remain the same. On March 19, 2018, BGC loaned Newmark $150 million under the Amended Newmark Intercompany Credit Agreement on the same terms as the funds that were borrowed by BGC from Cantor under the BGC Credit Agreement. Newmark intends to use the proceeds for a period of at least three months to supplement its restricted cash account pledged for the benefit of Fannie Mae. As of the date hereof, Newmark's total net borrowings under the Amended Newmark Intercompany Credit Agreement are $205 million.

Investment Agreement

On March 7, 2018, the Company, including through its subsidiary BGC Partners, L.P., purchased 16,606,726 newly issued exchangeable limited partnership units (the "Units") of Newmark Holdings for approximately $242.0 million (the "Investment"). The price per Unit was based on the $14.57 closing price of Newmark's Class A common stock, par value $0.01 per share (the "Newmark Class A common stock") on March 6, 2018 as reported on the NASDAQ Global Select Market. These newly-issued Units are exchangeable, at BGC's discretion, into either shares of Newmark Class A common stock or shares of Class B common stock, par value $0.01 per share, of Newmark (the "Newmark Class B common stock").

BGC made the Investment pursuant to an Investment Agreement dated as of March 6, 2018 by and among BGC, BGC Holdings, BGC Partners, L.P., BGC Global Holdings, L.P., Newmark, Newmark Holdings and Newmark Partners, L.P. The Investment and related transactions were approved by the Audit Committees of the Boards of Directors of BGC and Newmark and by the Boards of Directors of BGC and Newmark upon the recommendation of their respective Audit Committees.

BGC and its subsidiaries funded the Investment using the proceeds of its Controlled Equity Offering Class A common stock sales program pursuant to the Sales Agreement dated April 1, 2017 between BGC Partners, Inc. CF&Co with respect to 20,000,000 shares of Class A common stock. Since December 19, 2017, BGC has sold an aggregate of 19.4 million newly-issued Class A common shares under the April 2017 Sales Agreement for net proceeds of $270.9 million. Approximately $242.0 million of gross proceeds were used to make the Investment. The remaining funds were used to repurchase shares of BGC's Class A common stock and to purchase or redeem limited partnership interests of BGC Holdings and exchangeable limited partnership interests of Newmark Holdings. All of the shares under the April 2017 Sales Agreement have been sold as of the date hereof.

Repayment of Term Loan

On November 22, 2017, the Company and Newmark entered into an amendment (the "Term Loan Amendment") to the unsecured senior term loan credit agreement (the "Term Loan Credit Agreement"), dated as of September 8, 2017, with Bank of America, N.A., as administrative agent (the "Administrative Agent"), and a syndicate of lenders. The Term Loan Credit Agreement provided for a term loan in the aggregate principal amount of $575.0 million (the "Term Loan"). In connection with Newmark's separation from BGC, Newmark assumed the obligations of BGC as borrower under the Term Loan. Newmark repaid a portion of the Term Loan from the proceeds of its initial public offering in December 2017 and made two additional payments of $14.4 million each subsequent to December 31, 2017. Newmark will use the proceeds from the Investment to repay the balance of the outstanding principal amount under the Term Loan in the amount of approximately $242.0 million. The Term Loan was repaid in March 2018.

Potential Conflicts of Interest and Competition Among Cantor, BGC and Newmark

General

Various conflicts of interest between us, Newmark and Cantor 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 our common stock and the exercise by Cantor of control over BGC's management and affairs and the exercise by Cantor and BGC of control over Newmark's management and affairs.

Conflicts of interest may arise between and among BGC, Newmark and Cantor in a number of areas relating to each of their past and ongoing relationships, including:

- potential acquisitions and dispositions of businesses;
- the issuance or disposition of securities;
- the election of new or additional directors to the board of directors of either BGC or Newmark;
- the payment of dividends by either BGC or Newmark (if any), distribution of profits by BGC U.S., BGC Global and/or BGC Holdings or Newmark OpCo and/or Newmark Holdings, as applicable, and repurchases of shares of either company's common stock or purchases of BGC Holdings or Newmark Holdings limited partnership interests or other equity interests in subsidiaries of either BGC or Newmark, as applicable, including from Cantor, BGC or executive officers of BGC or Newmark, other employees, partners and others, as applicable;
- business operations or business opportunities of BGC, Newmark and Cantor that would compete with the other party's business opportunities;
- intellectual property matters;
- business combinations involving BGC or Newmark;
- conflicts between BGC's agency trading for primary and secondary bond sales and Cantor's investment banking bond origination business;
- competition between BGC's and Cantor's other equity derivatives and cash equity inter-dealer brokerage businesses;
- the terms of the separation and distribution agreement and the ancillary agreements BGC and Newmark entered into in connection with the separation;
- the nature, quality and pricing of administrative services to be provided by BGC, Cantor and/or Tower Bridge;
- potential and existing loan arrangements; and
- provision of clearing capital pursuant to the Clearing Agreement and potential and existing loan arrangements.

We also expect that Cantor will manage its ownership of BGC and each of BGC and Cantor will manage its respective ownership of Newmark so that no company will be deemed to be an investment company under the Investment Company Act, including by maintaining its voting power in BGC and/or Newmark, as applicable, above a majority absent an applicable exemption from the Investment Company Act. This may result in conflicts with BGC and/or Newmark, including those relating to acquisitions or offerings by BGC and/or Newmark involving issuances of shares of common stock, or securities convertible or exchangeable into shares of common stock, that would dilute the voting power in BGC of the holders of BGC Holdings exchangeable limited partnership interests and in Newmark of the holders of Newmark Holdings exchangeable limited partnership interests.

Moreover, the service of officers or partners of Cantor as our executive officers and directors and of officers or partners of BGC Partners or Cantor as Newmark's executive officers and directors, and those persons' ownership interests in and payments from BGC Partners or Cantor and their respective affiliates, as applicable, could create conflicts of interest when Newmark and those directors or executive officers are faced with decisions that could have different implications for BGC and/or Newmark and them.

For purposes of the below:

- "BGC Partners Company" means BGC Partners or any of its affiliates (other than, if applicable, Newmark and Newmark's subsidiaries);
- "Cantor Company" means Cantor or any of its affiliates (other than, if applicable, BGC and any of our subsidiaries, including Newmark and its subsidiaries);
- "Newmark Company" means Newmark or any of 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 BGC or Newmark, respectively are financially able to undertake, that is, from its nature, in BGC's or Newmark's lines of business, respectively, is of practical advantage to BGC or Newmark, respectively, and is one in which BGC or Newmark, respectively has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of a BGC Partners Company, a Newmark Company or a Cantor Company or any of their respective representatives, as the case may be, will be brought into conflict with one another's self-interest.

BGC Partners

Cantor will continue to exercise control over our management and affairs and all matters requiring stockholder approval, including the election of our directors and determinations with respect to acquisitions and dispositions, as well as material expansions or contractions of our business, entry into new lines of business and borrowings and issuances of our common stock or other securities. This control will be subject to the approval of our 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 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 serves as our 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. Merkel, who serves as our 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, including distribution rights.

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

Agreements and other arrangements with Cantor and/or Newmark may be amended upon agreement of the parties to those agreements and approval of our audit committee. During the time that we are controlled by Cantor, Cantor may be able to require us to agree to amendments to these agreements. We may not be able to resolve any potential conflicts and, even if we do, the resolution may be less favorable to us than if we were dealing with an unaffiliated party. As a result, the prices charged to or by us for services provided under agreements with Cantor may be higher or lower than prices that may be charged to or by third parties, and the terms of these agreements may be more or less favorable to us than those that we could have negotiated with third parties.

In order to address potential conflicts of interest between Cantor and its representatives and us, our certificate of incorporation contains provisions regulating and defining the conduct of our affairs as they may involve Cantor and its representatives, and our powers, rights, duties and liabilities and those of our representatives in connection with our relationship with Cantor and its affiliates, officers, directors, general partners or employees. Our certificate of incorporation provides that no Cantor Company, as defined in our certificate of incorporation, or any of the representatives, as defined in our certificate of incorporation, of a Cantor Company will owe any fiduciary duty to, nor will any Cantor Company or any of their respective representatives be liable for breach of fiduciary duty to, us or any of our stockholders, including with respect to corporate opportunities. The corporate opportunity policy that is included in our certificate of incorporation is designed to resolve potential conflicts of interest between us and our representatives and Cantor and its representatives.

If a third party presents a corporate opportunity (as defined below) to a person who is a representative of ours and a representative of a Cantor Company, expressly and solely in such person's capacity as a representative of us, and such person acts in good faith in a manner consistent with the policy that such corporate opportunity belongs to us, then such person:

- will be deemed to have fully satisfied and fulfilled any fiduciary duty that person has to us;
- will not be liable to us or any of our stockholders for breach of fiduciary duty by reason of such person's action or inaction with respect to the 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, our best interests; and

- will be deemed not to have breached such person's duty of loyalty to us and our stockholders, and not to have derived an improper personal benefit therefrom.

A Cantor Company may pursue such a corporate opportunity if we decide not to.

If a corporate opportunity is not presented to a person who is both a representative of ours and a representative of a Cantor Company and, expressly and solely in such person's capacity as a representative of us, such person will not be obligated to present the corporate opportunity to us or to act as if such corporate opportunity belongs to us, and such person:

- will be deemed to have fully satisfied and fulfilled any fiduciary duty that such person has to us as a representative of us with respect to such corporate opportunity;
- will not be liable to us or any of our stockholders 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, our best interests; and
- will be deemed not to have breached a duty of loyalty to us and our stockholders and not to have derived an improper personal benefit therefrom.

No contract, agreement, arrangement or transaction between any BGC Partners Company, any Newmark Company, any Cantor Company or any of their respective representatives, on the one hand, and BGC or any of BGC's representatives, on the other hand, will be void or voidable solely because any BGC Partners Company, Newmark Company, any Cantor Company or any of their respective representatives has a direct or indirect interest in such contract, agreement, arrangement or transaction, and any BGC Partners Company, Newmark Company, any Cantor Company or any of their respective representatives (i) shall have fully satisfied and fulfilled its duties and obligations to BGC and BGC's stockholders with respect thereto; and (ii) shall not be liable to BGC or BGC's stockholders for any breach of any duty or obligation by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction, if:

- such contract, agreement, arrangement or transaction is approved by BGC's Board of Directors or any committee thereof by the affirmative vote of a majority of the disinterested directors, even if the disinterested directors constitute less than a quorum;
- such contract, agreement, arrangement or transaction is approved by BGC's stockholders by the affirmative vote of a majority of the voting power of all of Newmark's outstanding shares of capital stock entitled to vote thereon, excluding from such calculation shares of capital stock that are beneficially owned (as such term is defined in Rule 16a-1(a)(2) promulgated by the SEC under the Securities Exchange Act of 1934, as amended (which we refer to as the "Exchange Act")) by a BGC Partners Company, a Newmark Company, or a Cantor Company, respectively; or
- such contract, agreement, arrangement or transaction, judged according to the circumstances at the time of the commitment, is fair to us.

While the satisfaction of the foregoing conditions shall be sufficient to show that any BGC Partners Company, any Newmark Company, any Cantor Company or any of their respective representatives (i) shall have fully satisfied and fulfilled its duties and obligations to BGC and BGC's stockholders with respect thereto; and (ii) shall not be liable to BGC or BGC's stockholders for any breach of any duty or obligation by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction, none of the foregoing conditions shall be required to be satisfied for such showing.

BGC's directors who are also directors or officers of any BGC Partners Company, any Newmark Company, any Cantor Company or any of their respective representatives may be counted in determining the presence of a quorum at a meeting of our Board of Directors or of a committee that authorizes such contract, agreement, arrangement or transaction. Shares of our common stock owned by any BGC Partners Company, any Newmark Company, any Cantor Company or any of their respective representatives may be counted in determining the presence of a quorum at a meeting of stockholders called to authorize such contract, agreement, arrangement or transaction. Our directors who are also directors or officers of any BGC Partners Company, any Newmark Company, any Cantor Company or any of their respective representatives shall not owe or be liable for breach of any fiduciary duty to BGC or any of BGC's stockholders for any action taken by any BGC Partners Company, any Newmark Company, any Cantor Company or their respective representatives, in their capacity as BGC's stockholder or affiliate.

Newmark

Various conflicts of interest between and among Newmark, BGC Partners and Cantor may arise in the future in a number of areas relating to Newmark's 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 Newmark's common stock and the exercise by BGC Partners and/or Cantor of control over Newmark's management and affairs.

BGC Partners, directly through its ownership of shares of Newmark's Class A common stock and Class B common stock, and Cantor, indirectly through its control of BGC Partners, will each be able to exercise control over Newmark's management and affairs and all matters requiring stockholder approval, including the election of Newmark's directors and determinations with respect to acquisitions and dispositions, as well as material expansions or contractions of Newmark's business, entry into new lines of business and borrowings and issuances of Newmark's common stock or other securities. BGC Partners' voting power, prior to the completion of the distribution, and Cantor's voting power, indirectly prior to the completion of the distribution and directly after the completion of the distribution, may also have the effect of delaying or preventing a change of control of us. This control will also be exercised because BGC Partners is, in turn, controlled by Cantor and Cantor is, in turn, controlled by CFGM, its managing general partner, and, ultimately, by Mr. Lutnick, who serves as Newmark's Chairman. Mr. Lutnick is also the Chairman of the Board of Directors and Chief Executive Officer of BGC Partners and Cantor and the Chairman and Chief Executive Officer of CFGM as well as the trustee of an entity that is the sole shareholder of CFGM.

In addition, each of BGC Partners and Cantor has from time to time in the past and may in the future consider possible strategic realignments of its own businesses and/or of the relationships that exist between and among BGC Partners and/or Cantor and their other respective affiliates and us. Any future material related-party transaction or arrangement between BGC Partners and/or Cantor and their other respective affiliates and Newmark is subject to the prior approval by Newmark's Audit Committee, but generally does not require the separate approval of Newmark's stockholders, and if such stockholder approval is required, BGC Partners and/or Cantor may retain sufficient voting power to provide any such requisite approval without the affirmative consent of Newmark's other stockholders.

Newmark's agreements and other arrangements with BGC Partners and Cantor, including the separation and distribution agreement, may be amended upon agreement of the parties to those agreements and approval of Newmark's Audit Committee. During the time that Newmark are controlled by BGC Partners and/or Cantor, BGC Partners and/or Cantor may be able to require Newmark to agree to amendments to these agreements. Newmark may not be able to resolve any potential conflicts, and, even if Newmark do, the resolution may be less favorable to Newmark than if Newmark were dealing with an unaffiliated party. As a result, the prices charged to or by Newmark for services provided under Newmark's agreements with BGC Partners and/or Cantor may be higher or lower than prices that may be charged to or by third parties, and the terms of these agreements may be more or less favorable to Newmark than those that Newmark could have negotiated with third parties. Additionally, pursuant to the separation and distribution agreement, for so long as BGC Partners beneficially owns at least 50% of the total voting power of Newmark's outstanding capital stock entitled to vote in the election of directors, Newmark will not, and will cause Newmark's subsidiaries to not (without BGC Partners' prior written consent) take certain actions, including, without limitation, acquiring any other businesses or assets or disposing of any of Newmark's assets, in each case with an aggregate value for all such transactions in excess of $100 million, or incurring any indebtedness, other than indebtedness not in excess of $50 million in the aggregate or any indebtedness some or all of the proceeds of which are used to repay the Term Loan, the Converted Term Loan or the BGC Notes. See "—Separation and Distribution Agreement—Operating Covenants."

In order to address potential conflicts of interest between or among BGC Partners, Cantor and their respective representatives and us, Newmark's certificate of incorporation contains provisions regulating and defining the conduct of Newmark's affairs as they may involve BGC Partners and/or Cantor and their respective representatives, and Newmark's powers, rights, duties and liabilities and those of Newmark's representatives in connection therewith. Newmark's certificate of incorporation provides that, to the greatest extent permitted by law, no Cantor Company or BGC Partners Company, each as defined below, or any of the representatives, as defined below, of a Cantor Company or BGC Partners Company will, in its capacity as Newmark's stockholder or affiliate, owe or be liable for breach of any fiduciary duty to Newmark or any of Newmark's stockholders. In addition, to the greatest extent permitted by law, none of any Cantor Company, BGC Partners Company or any of their respective representatives will owe any duty to refrain from engaging in the same or similar activities or lines of business as Newmark or Newmark's representatives or doing business with any of Newmark's or Newmark's representatives' clients or customers. If any Cantor Company, BGC Partners Company or any of their respective representatives acquires knowledge of a potential transaction or matter that may be a corporate opportunity (as defined below) for any such person, on the one hand, and Newmark or any of Newmark's representatives, on the other hand, such person will have no duty to communicate or offer such corporate opportunity to Newmark or any of Newmark's representatives, and will not be liable to us, any of Newmark's stockholders or any of Newmark's representatives for breach of any fiduciary duty by reason of the fact that they pursue or acquire such corporate opportunity for themselves, direct such corporate opportunity to another person or do not present such corporate opportunity to Newmark or any of Newmark's representatives, subject to the requirement described in the following sentence. If a third party presents a corporate opportunity to a person who is both Newmark's representative and a representative of a BGC Partners Company and/or a Cantor Company, expressly and solely in such person's capacity as Newmark's representative, and such person acts in good faith in a manner consistent with the policy that such corporate opportunity belongs to us, then such person will be deemed to have fully satisfied and fulfilled any fiduciary duty that such person has to Newmark as Newmark's representative with respect to such corporate opportunity, provided that any BGC Partners Company, any Cantor Company or any of their respective representatives may pursue such corporate opportunity if Newmark decide not to pursue such corporate opportunity.

No contract, agreement, arrangement or transaction between any BGC Partners Company, any Cantor Company or any of their respective representatives, on the one hand, and Newmark or any of Newmark's representatives, on the other hand, will be void or

voidable solely because any BGC Partners Company, any Cantor Company or any of their respective representatives has a direct or indirect interest in such contract, agreement, arrangement or transaction, and any BGC Partners Company, any Cantor Company or any of their respective representatives (i) shall have fully satisfied and fulfilled its duties and obligations to Newmark and Newmark's stockholders with respect thereto; and (ii) shall not be liable to Newmark or Newmark's stockholders for any breach of any duty or obligation by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction, if:

- such contract, agreement, arrangement or transaction is approved by Newmark's Board of Directors or any committee thereof by the affirmative vote of a majority of the disinterested directors, even if the disinterested directors constitute less than a quorum;

- such contract, agreement, arrangement or transaction is approved by Newmark's stockholders by the affirmative vote of a majority of the voting power of all of Newmark's outstanding shares of capital stock entitled to vote thereon, excluding from such calculation shares of capital stock that are beneficially owned (as such term is defined in Rule 16a-1(a)(2) promulgated by the SEC under the Securities Exchange Act of 1934, as amended (which Newmark refer to as the "Exchange Act")) by a BGC Partners Company or a Cantor Company, respectively; or
- such contract, agreement, arrangement or transaction, judged according to the circumstances at the time of the commitment, is fair to us.

While the satisfaction of the foregoing conditions shall be sufficient to show that any BGC Partners Company, any Cantor Company or any of their respective representatives (i) shall have fully satisfied and fulfilled its duties and obligations to Newmark and Newmark's stockholders with respect thereto; and (ii) shall not be liable to Newmark or Newmark's stockholders for any breach of any duty or obligation by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction, none of the foregoing conditions shall be required to be satisfied for such showing.

Newmark's directors who are also directors or officers of any BGC Partners Company, any Cantor Company or any of their respective representatives may be counted in determining the presence of a quorum at a meeting of Newmark's Board of Directors or of a committee that authorizes such contract, agreement, arrangement or transaction. Shares of Newmark's common stock owned by any BGC Partners Company, any Cantor Company or any of their respective representatives may be counted in determining the presence of a quorum at a meeting of stockholders called to authorize such contract, agreement, arrangement or transaction. Newmark's directors who are also directors or officers of any BGC Partners Company, any Cantor Company or any of their respective representatives shall not owe or be liable for breach of any fiduciary duty to Newmark or any of Newmark's stockholders for any action taken by any BGC Partners Company, any Cantor Company or their respective representatives, in their capacity as Newmark's stockholder or affiliate.

Leases

We have offices in the United States, Canada, Europe, United Kingdom, Latin America, Asia, Africa and the Middle East. Our principal executive offices are located at 499 Park Avenue, New York, New York. We also occupy a space at 199 Water Street, New York, New York, which serves as a trading operation for our Financial Services businesses, space at 125 Park Avenue, New York, New York, which serves as the headquarters of our commercial Real Estate Services businesses, and space at 55 Water Street, New York, New York, which serves as the headquarters of our GFI division. Under the Administrative Services Agreement with Cantor, we are obligated to Cantor for our pro rata portion (based on square footage used) of rental expense during the terms of the leases for such spaces.

Our largest presence outside of the New York metropolitan area is in London, located at One Churchill Place, Canary Wharf.

We currently occupy concurrent computing centers in Weehawken, New Jersey and Trumbull, Connecticut, which primarily service our Financial Services segment, however, Newmark also uses these spaces and under the transition services agreement (described above), Newmark is obligated to us for their pro rata portion (based on square footage used) of rental expense during the terms of the leases for such spaces.

In addition, we occupy two data centers in the United Kingdom located in Canary Wharf and Romford, respectively. Our U.S. Financial Services operations also have office space in Princeton, New Jersey, Edison, New Jersey, Palm Beach Gardens, Florida, Garden City, New York and Sugar Land, Texas, and both business segments have office space in Chicago.

Newmark also operates out of more than 120 offices in the United States (Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and the District of Columbia), as well as offices in Mexico, including in Mexico City. In addition, Newmark has licensed its name to 21 commercial real estate providers that operate out of 37 offices in certain locations where Newmark does not have its own offices. Our partner, Knight Frank, operates out of nearly 300 offices.

Certain Acquisitions and Dispositions of Interests in Capital Stock

BGC's Capital Stock by Cantor

Our Board of Directors has determined that Cantor is a "deputized" director of the Company for purposes of Rule 16b-3 under the Exchange Act with respect to the transactions contemplated by the BGC separation and the merger and other transactions from time to time. 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. Our Board of Directors' intent in determining that Cantor is a "deputized" director is that Cantor's acquisitions or dispositions of shares of our common stock or interests in our common stock from or to us or their respective 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.

Newmark's Capital Stock by BGC Partners and Cantor

Newmark's board of directors has determined that each of BGC Partners and Cantor is a "deputized" director of Newmark for purposes of Rule 16b-3 under the Exchange Act with respect to the transactions contemplated by the separation and the distribution. 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. Newmark's board of directors' intent in determining that each of BGC Partners and Cantor is a "deputized" director is that acquisitions or dispositions by BGC Partners or Cantor of shares of Newmark's common stock or interests in Newmark's common stock from or to Newmark or their respective 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.

Exercises of Stock Options

The Company issued 154,533 shares of its Class A common stock related to the exercise of stock options during the year ended December 31, 2017.

Messrs. Lutnick, Lynn and Merkel have engaged, and in the future may engage, in exercises of employee stock options. In addition, in connection with such exercises, such executive officers may sell to the Company from time to time the net shares of Class A common stock acquired by them upon such exercises.

On November 24, 2017, Mr. Lutnick exercised an employee stock option with respect to 1,000,000 shares of Class A common stock at an exercise price of $16.24 per share. The net exercise of the option resulted in 147,448 shares of the Company's Class A common stock being issued to Mr. Lutnick.

In addition, on October 4, 2017, our former director, Mr. Dalton exercised a stock option with respect to 7,085 shares of Class A common stock at an exercise price of $15.30 per share. The full exercise of the option resulted in 7,085 shares of the Company's Class A common stock being issued to Mr. Dalton, which he subsequently donated to a trust for the benefit of his family.

Repurchases and Purchases

Our Board of Directors and our Audit Committee have authorized repurchases of our common stock and purchases of BGC Holdings limited partnership interests or other equity interests in our subsidiaries as part of this policy, including those held by Cantor or our executive officers, at the volume-weighted average price, to the extent available, or at other negotiated prices, of such securities on the date on which such purchase or repurchase is made. Management was authorized to purchase shares in the open market as well as shares or partnership units from employees, partners, Cantor and/or its affiliates.

On October 27, 2015, our Board of Directors and Audit Committee increased the share repurchase and unit redemption authorization to $300 million. On February 7, 2017, our Board of Directors and Audit Committee reauthorized the share repurchase and unit redemption authorization to $300 million.

As of March 31, 2018, the Company had approximately $173.2 million remaining under this authorization. The Company may actively continue to repurchase shares, partnership units or other interests from time to time. We expect to pay such dividends, if and when declared by our Board of Directors and our Audit Committee, on a quarterly basis. The dividend to stockholders is expected to be calculated based on post-tax distributable earnings allocated to us and generated over the fiscal quarter ending prior to the record date for the dividend.

On February 16, 2018, the Audit Committee authorized the purchase by Mr. Lutnick's retirement plan of up to $105,000 in our Class A common stock at the closing price on the date of purchase. 7,883 shares of our Class A common stock were purchased by the plan on February 26, 2018 at $13.17 per share, the closing price on the date of purchase.

EXPENSES OF SOLICITATION

The total cost of the proxy solicitation will be borne by us. In addition to the mails, proxies may be solicited by our directors and officers by personal interviews, telephone, or e-mail. It is anticipated that banks, brokerage houses and other custodians, nominees and fiduciaries will forward soliciting material to the beneficial owners of shares of Common Equity entitled to vote at the Annual Meeting and that such persons will be reimbursed for their out-of-pocket expenses incurred in this connection. If you choose to access the proxy materials and/or vote on the Internet, you are responsible for Internet access charges you may incur.

2019 STOCKHOLDER PROPOSALS

If a stockholder desires to present a proposal for inclusion in next year's proxy statement for our 2019 annual meeting of stockholders (assuming such meeting were to take place on approximately the same date as the 2018 meeting), the proposal must be submitted in writing to us for receipt not later than December 31, 2018. Additionally, to be included in the proxy materials, proposals must comply with the proxy rules relating to stockholder proposals, in particular Rule 14a-8 under the Securities Exchange Act of 1934, as amended. Stockholders who wish to raise a proposal for consideration at our 2019 annual meeting of stockholders, but who do not wish to submit a proposal for inclusion in our proxy materials pursuant to Rule 14a-8 under the Exchange Act, should comply with our bylaws and deliver to us a copy of their proposal no later than December 31, 2018. If a stockholder fails to provide such notice, the respective proposal need not be addressed in the proxy materials and the proxies may exercise their discretionary voting authority if the proposal is raised at the annual meeting. In either case, proposals should be sent to BGC Partners, Inc., 499 Park Avenue, 3rd Floor, New York, NY 10022, Attention: Secretary.

CERTAIN MATTERS RELATING TO PROXY MATERIALS AND ANNUAL REPORTS

The Company may satisfy SEC rules regarding delivery of Notices of Internet Availability of Proxy Materials, proxy statements and annual reports by delivering a single copy of these materials to an address shared by two or more Company stockholders. This delivery method is referred to as "householding" and can result in meaningful cost savings for the Company. In order to take advantage of this opportunity, the Company will deliver only one Notice of Internet Availability of Proxy Materials to multiple stockholders who share an address and one proxy statement and annual report to multiple stockholders who share an address, and who do not participate in electronic delivery of proxy materials, unless contrary instructions are received from impacted stockholders prior to the mailing date.

We undertake to deliver promptly upon written or oral request a separate copy of the Proxy Statement and/or 2017 Annual Report, as requested, to a stockholder at a shared address to which a single copy of these documents was delivered. If you hold stock as a registered stockholder and prefer to receive separate copies of the Proxy Statement or 2017 Annual Report either now or in the future, please contact the Company via the contact page at *ir.bgcpartners.com/Contact-Us/contact-us/default.aspx* or via phone at (212) 610-2426. If your stock is held through a broker or bank and you prefer to receive separate copies of the Proxy Statement or 2017 Annual Report either now or in the future, please contact such broker or bank.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Under the securities laws of the United States, our directors, executive officers and any person holding more than 10% of our Class A common stock are required to file initial forms of ownership of our Class A common stock and reports of changes in that ownership with the SEC. Based solely on our review of the copies of such forms received by us with respect to 2017 and 2018 through the date hereof, the Company believes that all reports were filed on a timely basis with respect to transactions in 2017 and 2018 through the date hereof.

CODE OF ETHICS AND WHISTLEBLOWER PROCEDURES

We have adopted the BGC Partners Code of Business Conduct and Ethics (the "Code of Ethics"), a code of ethics that applies to members of our Board of Directors, Chief Executive Officer, Chief Financial Officer, Principal Accounting Officer, Controller, other executive officers and our other employees. The Code of Ethics is publicly available on our website at *www.bgcpartners.com/disclaimers/* under the heading "BGC Partners – Public Filings, Partnership and Corporate Governance Information – Corporate Governance – Code of Business Conduct and Ethics." If we make any substantive amendments to the Code of Ethics or grant any waiver, including any implicit waiver, from a provision of the Code of Ethics to our directors or executive officers, we will disclose the nature of such amendment or waiver on our website or in a Current Report on Form 8-K.

In accordance with the requirements of the Sarbanes-Oxley Act, the Audit Committee has established procedures for the receipt, retention and treatment of complaints regarding accounting, internal controls, or auditing matters, and for the confidential, anonymous reporting of employee concerns regarding questionable accounting or auditing matters. The General Counsel and the Chairman of the Audit Committee will direct the investigation of any such complaints in accordance with the procedures.

MISCELLANEOUS

Our Board of Directors knows of no other business to be presented at the Annual Meeting. If, however, other matters properly do come before the Annual Meeting, it is intended that the proxies in the accompanying form will be voted thereon in accordance with the judgment of the person or persons holding such proxies.

YOU ARE URGED TO CAST YOUR VOTE AS INDICATED IN THE NOTICE OF INTERNET AVAILABILITY OF PROXY MATERIALS. PROMPT RESPONSE WILL GREATLY FACILITATE ARRANGEMENTS FOR THE ANNUAL MEETING, AND YOUR COOPERATION WILL BE APPRECIATED.

By Order of the Board of Directors,

STEPHEN M. MERKEL
Secretary

New York, NY
April 30, 2018

VOTE BY INTERNET - www.proxyvote.com
Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Daylight Time the day before the meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS
If you would like to reduce the costs incurred by our Company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

VOTE BY PHONE - 1-800-690-6903
Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Daylight Time the day before the meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL
Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

BGC PARTNERS, INC.

	For All	**Withhold All**	**For All Except**
The Board of Directors recommends a vote FOR the following:	☐	☐	☐

To withhold authority to vote for any individual nominee(s), mark "For All Except" and write the number(s) of the nominee(s) on the line below.

1. Election of Directors

Nominees

1) Howard W. Lutnick
2) Stephen T. Curwood
3) William J. Moran
4) Linda A. Bell
5) David Richards

NOTE: To vote by mail, please sign, date and return a proxy card using the enclosed envelope. To vote by Internet, please visit www.proxyvote.com, and follow the instructions. To vote by telephone, call 1-800-690-6903 and then follow the instructions.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners) Date

M27785-P00422

BGC Partners, Inc.
2018 Annual Meeting of Stockholders – June 20, 2018

The undersigned hereby appoints Howard W. Lutnick and Stephen M. Merkel, and each of them, proxies, with full power of substitution, to appear on behalf of the undersigned and to vote all shares of Class A common stock (par value $0.01 per share) and Class B common stock (par value $0.01 per share) of BGC Partners, Inc. (the "Company") that the undersigned is entitled to vote at the 2018 Annual Meeting of Stockholders of the Company to be held at BGC Partners, Inc., 499 Park Avenue (between 58th and 59th Streets), 3rd Floor, New York, NY 10022, on June 20, 2018, commencing at 10:00 a.m. (local time), and at any adjournment or postponement thereof.

WHEN PROPERLY EXECUTED, THIS PROXY WILL BE VOTED AS DIRECTED, BUT IF NO INSTRUCTIONS ARE SPECIFIED, THIS PROXY WILL BE VOTED "FOR" THE ELECTION OF ALL LISTED NOMINEES AS DIRECTORS.

Continued and to be signed on reverse side