
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported):
July 13, 2023**

BGC Group, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35591
(Commission
File Number)

86-3748217
(IRS Employer
Identification No.)

499 Park Avenue, New York, NY 10022
(Address of principal executive offices) (Zip Code)

(212) 610-2200
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.01 par value	BGC	The Nasdaq Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 12, 2023, Sean Windeatt, the Chief Operating Officer of the BGC Group, Inc. (the “Company”) and BGC Services (Holdings) LLP (the “U.K. Partnership”) executed a Deed of Amendment (the “2023 Deed of Amendment”), which amends the Deed of Adherence, dated January 22, 2014, between Mr. Windeatt and the U.K. Partnership and the Deed of Amendment, dated November 5, 2020, between Mr. Windeatt and the U.K. Partnership (as amended, the “Deed”).

Under the 2023 Deed of Amendment, Mr. Windeatt’s membership in the U.K. Partnership was extended from a minimum initial period of up to and including September 30, 2025 to December 31, 2028 (the “Initial Period”). In addition, under the 2023 Deed of Amendment, commencing January 1, 2027, either party may terminate the Deed by giving written notice to the other party at least 24 months prior to the expiration of the Initial Period. Mr. Windeatt’s membership, unless terminated earlier in accordance with the terms of the Deed, will continue following December 31, 2028 on the same terms and conditions set forth in the Deed until written notice to terminate is provided and the 24-month notice period expires.

Pursuant to the 2023 Deed of Amendment and as previously disclosed by the Company, Mr. Windeatt is also entitled to an increase in drawings from an aggregate amount of £600,000/approximately \$779,340 per year (£50,000/approximately \$64,945 per month) to an aggregate amount of £700,000/approximately \$909,230 per year (£58,333/approximately \$75,770 per month) effective January 1, 2023, which shall be reviewed by the Compensation Committee of the Company annually.

All other terms and conditions of Mr. Windeatt’s membership in the U.K. Partnership are unaffected by the 2023 Deed of Amendment.

The foregoing description of the 2023 Deed of Amendment and the Deed does not purport to be complete and is qualified in its entirety by reference to the full text of the 2023 Deed of Amendment, which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Additionally, on July 10, 2023, in connection with the approval of the 2023 Deed of Amendment by the Compensation Committee of the Company, the Committee approved accelerating the vesting of 720,509 of the Company’s restricted stock units (“RSUs”) held by Mr. Windeatt (calculated based upon the closing price of the Company’s Class A common stock on July 10, 2023 which was \$4.45) and the vesting of \$780,333 of the RSU Tax Account held by Mr. Windeatt. Such RSUs and RSU Tax Account amount vested on July 12, 2023, and the total value of this transaction was approximately \$3,986,600.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Deed of Amendment, dated July 12, 2023, to the Amended and Restated Deed of Adherence, between Sean A. Windeatt and BGC Services (Holdings) LLP
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BGC GROUP, INC.

Date: July 13, 2023

By: /s/ Howard W. Lutnick

Name: Howard W. Lutnick

Title: Chairman of the Board and Chief Executive Officer

(Signature Page to Form 8-K dated July 13, 2023 relating to Sean Windeatt Deed of Amendment]

THIS DEED OF AMENDMENT is made the 12th day of July 2023

BETWEEN:

- (1) **BGC SERVICES (HOLDINGS) LLP** (the “Partnership”), of Five Churchill Place, Canary Wharf, London E14 5RD; and
- (2) **SEAN WINDEATT** (the “Individual Member”).

With deemed effect from the date hereof, the Deed made between the Individual Member and BGC Services (Holdings) LLP dated 22 January 2014, as amended by deeds of amendment dated 24 February 2017 and 5 November 2020 (together, the “Deed”) shall be varied and amended as follows:

All references to BGC Partners, Inc. in the Deed, as amended, shall be replaced with BGC Group, Inc.

SCHEDULE 1: INDIVIDUAL MEMBER’S TERMS AND CONDITIONS

1. DURATION OF MEMBERSHIP:

Clause 1.1 of Schedule 1 to the Deed is hereby deleted in its entirety and replaced with the following:

“1.1 Membership is for a minimum initial period of up to and including 31 December 2028, unless terminated in accordance with this Deed or the provisions of the Partnership Deed (the “Initial Period”), and commencing 1 January 2027 either the Individual Member or the Partnership may at any time give twenty four (24) months’ advance notice (the “Notice Period”) to the other in writing to terminate the Individual Member’s Membership, and such termination of Membership shall be effective upon the expiration of such Notice Period. Membership shall, unless terminated earlier in accordance with the terms of this Deed, continue following 31 December 2028 on the same terms and conditions set forth in this Deed until expiration of the Notice Period (such time period between 31 December 2028 and the expiration of the Notice Period shall be referred to as the “Renewal Period”). Any such notice given by the Individual Member or the Partnership hereunder shall also be delivered simultaneously in writing by the Individual Member or Partnership (as appropriate) to BGC Group, Inc., c/o General Counsel, 499 Park Avenue, New York, NY 10022. Such notice shall be delivered by hand, electronic mail or overnight courier and shall be effective at such time as it is received by both the Individual Member or the Partnership, as the case may be, and by BGC Group, Inc.”

3. PROFIT ALLOCATION AND ADVANCE DRAWINGS

With effect from 1 January 2023, the Individual Member’s Allocated Monthly Advance Drawings was £58,333.33 and clause 3.1 of the Deed is hereby amended accordingly.

All other terms and conditions of the Individual Member’s membership are unaffected and remain as set out in the Deed and the Partnership Deed. In particular, the Individual Member acknowledges and agrees that he will be bound by all the obligations set out in clause 7.3 of Schedule 1 to the Deed (as amended under the terms of a deed of amendment dated 24 February 2017), and clause 20 (Confidential Information) of the Partnership Deed.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first above written.

SIGNED and DELIVERED as a)
DEED by **BGC SERVICES**)
(HOLDINGS) LLP acting by:):
/s/ James Lightbourne

 James Lightbourne

Witnessed /s/ Connor Sira

 Connor Sira

Name:

Address: 5 Churchill Place
London E14 5RB

SIGNED and DELIVERED as a)
DEED by **SEAN WINDEATT**)
)
/s/ Sean Windeatt

 Sean Windeatt

Witnessed /s/ Connor Sira

 Connor Sira

Name:

Address: 5 Churchill Place
London E14 5RB

[Signature Page to 2023 Deed of Amendment between Sean Windeatt and BGC Services (Holdings) LLP, dated as of July 12, 2023]