

Freedom Acquisition Holdings, Inc.

Form PREM14A

July 12, 2007

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

**SCHEDULE 14A**

**PROXY STATEMENT PURSUANT TO SECTION 14(a) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

Filed by the Registrant ☐

Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ 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 Rule 14a-12

**FREEDOM ACQUISITION HOLDINGS, 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:

Equity interests of GLG Partners Limited, GLG Holdings Limited, Mount Granite Limited, Albacrest Corporation, Liberty Peak Ltd., GLG Partners Services Limited, Mount Garnet Limited, Betapoint Corporation, Knox Pines Ltd., GLG Partners Asset Management Limited and GLG Partners (Cayman) Limited (collectively, the Acquired Companies ).

(2) Aggregate number of securities to which transaction applies: 100% of the equity interests of the Acquired Companies.

(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): \$52,131,000, representing the combined book value as of March 31, 2007 of the aggregate equity interests of the Acquired Companies to be acquired.

(4) Proposed maximum aggregate value of transaction: \$52,131,000<sup>1</sup>

(5) Total fee paid: \$1,600.42<sup>1</sup>

o Fee paid previously with preliminary materials:

o 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 No.:

(3) Filing Party:

(4) Date Filed

<sup>1</sup> Estimated solely for the purpose of calculating the registration fee pursuant to Section 14(g)(1)(A)(i) of the Securities Exchange Act of 1934, as amended (the Exchange Act ), calculated based on \$30.70 per \$1,000,000 of the book value of the equity interests of the Acquired Companies to be acquired by the registrant in the transaction.

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**FREEDOM ACQUISITION HOLDINGS, INC.**

**1114 Avenue of the Americas, 41st Floor**

**New York, New York 10036**

**PROXY STATEMENT FOR SPECIAL MEETING OF  
STOCKHOLDERS OF FREEDOM ACQUISITION HOLDINGS, INC.**

To the Stockholders of Freedom Acquisition Holdings, Inc.:

You are cordially invited to attend a special meeting of the stockholders of Freedom Acquisition Holdings, Inc., or Freedom, which will be held at :00 a.m./p.m., Eastern Time, on , 2007, at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166.

At this important meeting, you will be asked to consider and vote upon the following proposals:

**The Acquisition Proposal** a proposal to approve the acquisition by Freedom of GLG Partners LP and certain affiliated entities pursuant to the Purchase Agreement, dated as of June 22, 2007, by and among Freedom, certain wholly owned subsidiaries of Freedom and the equity holders of GLG Partners LP and certain affiliated entities party thereto, and the transactions contemplated thereby;

**The Pre-Closing Certificate Amendment Proposals** four proposals to amend the amended and restated certificate of incorporation of Freedom, which we refer to as the certificate of incorporation, in connection with the consummation of the acquisition:

**Name Change Proposal** a proposal to change Freedom's name from Freedom Acquisition Holdings, Inc. to GLG Partners, Inc. ;

**Authorized Share Proposal** a proposal to increase the number of authorized shares of Freedom capital stock from 201,000,000 shares to 1,150,000,000 shares, including:

increasing the authorized shares of Freedom common stock from 200,000,000 to 1,000,000,000 shares; and

increasing the authorized shares of Freedom preferred stock from 1,000,000 to 150,000,000 shares, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions;

**Super-Majority Vote Proposal** a proposal to increase to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to:

adopt, alter, amend or repeal the by-laws;

remove a director from office, with or without cause; and

amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions; and

Other Pre-Closing Certificate Amendments Proposal a proposal to amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments;

The Post-Closing Certificate Amendment Proposal a proposal to remove, effective after the consummation of the acquisition, (1) certain provisions of Article Third and Article Fourth, paragraph B and (2) the entirety of Article Fifth of the certificate of incorporation, all of which relate to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions;

The Incentive Plan Proposal a proposal to approve the adoption of the Freedom 2007 Long-Term Incentive Plan, which we refer to as the LTIP, pursuant to which Freedom will reserve shares of Freedom common stock for issuance pursuant to the LTIP;

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The Adjournment Proposal a proposal to authorize the adjournment of the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event there are insufficient votes at the time of the special meeting to adopt the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal; and

To transact such other business as may properly come before the meeting or any adjournment or postponement thereof.

The board of directors of Freedom has fixed the close of business on August , 2007, as the record date for the determination of stockholders entitled to notice of and to vote at the special meeting and at any adjournment or postponement thereof. A list of stockholders entitled to vote as of the record date at the special meeting will be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of ten calendar days before the special meeting at the principal place of business of Freedom at 1114 Avenue of the Americas, 41st Floor, New York, New York 10036 and at the time and place of the meeting during the duration of the meeting.

The affirmative vote of a majority of the shares of Freedom common stock outstanding as of the record date is required to approve the acquisition proposal, provided that the holders of less than 20% of the shares of Freedom common stock that were issued in its initial public offering vote against the acquisition proposal and elect a redemption of their shares.

Assuming the acquisition proposal is approved by Freedom stockholders, the affirmative vote of a majority of the shares of Freedom common stock outstanding as of the record date is required to approve the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal.

The adoption of the incentive plan proposal and the adjournment proposal will require the affirmative vote of a majority of the shares of Freedom common stock represented in person or by proxy and entitled to vote thereon at the special meeting.

Each of the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal and the incentive plan proposal are conditioned upon the approval of the other proposals (subject to Freedom's right to waive any such condition) and, in the event one or more of those proposals does not receive the necessary vote to approve that proposal, only the adjournment proposal will be presented at the special meeting for adoption. Notwithstanding the foregoing, it is a condition to the closing of the acquisition for both Freedom and the GLG Shareowners under the purchase agreement that each of these proposals is approved by Freedom's stockholders.

In addition, each Freedom stockholder who holds shares of common stock issued in Freedom's initial public offering has the right to vote against the acquisition proposal and, at the same time, elect that Freedom redeem all such stockholder's shares, which we refer to as the redemption election shares, for cash equal to a pro rata portion of the trust account in which a substantial portion of the net proceeds of Freedom's initial public offering is deposited, including interest. However, if the holders of 10,560,000 or more shares of Freedom common stock issued in Freedom's initial public offering, an amount equal to 20% or more of the total number of shares issued in Freedom's initial public offering, vote against the acquisition and elect redemption of their shares for a pro rata portion of the trust account, then Freedom will not be able to consummate the acquisition, regardless of whether a majority of the outstanding shares of Freedom common stock vote in favor of the acquisition proposal. Based on the amount of cash held in the trust account as of June 30, 2007, without taking into account any interest accrued after such date, a stockholder who votes against the acquisition proposal and elects to redeem its shares will be entitled to redeem shares of Freedom common stock that it holds for approximately \$9.88 per share. If the acquisition is not completed, then the

redemption election shares will not be redeemed for cash, even if a stockholder who voted against the acquisition elected redemption. Freedom will have sufficient funds in the trust account (after giving effect to the co-investment by its sponsors described below and the payment of the cash purchase price of the acquisition) to pay the redemption price for the redemption election shares, even if it must redeem 19.99% of the shares of common stock issued in Freedom's initial public offering.

Freedom's sponsors, Berggruen Holdings North America Ltd. and Marlin Equities II, LLC, and all of its directors, who purchased or received shares of Freedom common stock prior to its initial public offering, presently beneficially own an aggregate of approximately 18.5% of the outstanding shares of Freedom common stock, and all of these stockholders have agreed to vote the shares acquired prior to the initial public offering in

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accordance with the vote of the majority in interest of all other Freedom stockholders on the acquisition proposal. In addition, each of Freedom's sponsors and independent directors, whom we refer to collectively as the founders, has previously agreed that if he or it acquires shares of Freedom common stock in or following the initial public offering, he or it will vote all such acquired shares in favor of the acquisition proposal. In addition, Berggruen Holdings and Marlin Equities, which beneficially own approximately 18.3% of the outstanding shares of Freedom common stock, have entered into a founders agreement with certain of the equity holders of GLG Partners LP and certain affiliated entities that requires them to vote for the adoption of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

After careful consideration of the terms and conditions of the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and the adjournment proposal, the board of directors of Freedom has determined that such proposals and the transactions contemplated thereby are fair to and in the best interests of Freedom and its stockholders.

The board of directors of Freedom unanimously recommends that you vote or give instruction to vote **FOR** adoption of the acquisition proposal, each of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

Enclosed is a notice of special meeting and proxy statement containing detailed information concerning each of the proposals discussed above. Whether or not you plan to attend the special meeting, we urge you to read this material carefully. I look forward to seeing you at the meeting.

Sincerely,

Nicolas Berggruen  
President and Chief Executive Officer

**YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE SIGN, DATE AND RETURN THE ENCLOSED PROXY CARD AS SOON AS POSSIBLE IN THE ENVELOPE PROVIDED. IF YOU RETURN YOUR PROXY CARD WITHOUT AN INDICATION OF HOW YOU WISH TO VOTE, IT WILL BE VOTED **FOR** EACH OF THE PROPOSALS. AN ABSTENTION, SINCE IT IS NOT AN AFFIRMATIVE VOTE IN FAVOR OF A PROPOSAL, WILL HAVE THE SAME EFFECT AS A VOTE AGAINST (1) THE ACQUISITION PROPOSAL (BUT WILL NOT HAVE THE EFFECT OF REDEEMING YOUR SHARES FOR A PRO RATA PORTION OF THE TRUST ACCOUNT IN WHICH A SUBSTANTIAL PORTION OF THE NET PROCEEDS OF FREEDOM'S INITIAL PUBLIC OFFERING ARE HELD, UNLESS AN AFFIRMATIVE ELECTION VOTING AGAINST THE ACQUISITION PROPOSAL IS MADE AND AN AFFIRMATIVE ELECTION TO REDEEM SUCH SHARES OF COMMON STOCK IS MADE NO LATER THAN IMMEDIATELY PRIOR TO THE VOTE ON THE ACQUISITION PROPOSAL AT THE SPECIAL MEETING ON THE PROXY CARD), (2) EACH OF THE PRE-CLOSING CERTIFICATE AMENDMENT PROPOSALS, (3) THE POST-CLOSING CERTIFICATE AMENDMENT PROPOSAL, (4) THE INCENTIVE PLAN PROPOSAL AND (5) THE ADJOURNMENT PROPOSAL.**

**SEE **RISK FACTORS** FOR A DISCUSSION OF VARIOUS FACTORS THAT YOU SHOULD CONSIDER IN CONNECTION WITH THE PROPOSED ACQUISITION OF GLG PARTNERS LP AND CERTAIN AFFILIATED ENTITIES SINCE, UPON THE CONSUMMATION OF THE ACQUISITION, THE OPERATIONS AND ASSETS OF FREEDOM WILL ESSENTIALLY BE THOSE OF THE GLG PARTNERS LP AND CERTAIN AFFILIATED ENTITIES.**



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Freedom is soliciting the proxy represented by the enclosed proxy on behalf of its board of directors, and it will pay all costs of preparing, assembling and mailing the proxy materials. In addition to mailing out proxy materials, Freedom's Chief Executive Officer, Chairman of the Board and other officers may solicit proxies by telephone or fax, each without receiving any additional compensation for his services. Freedom has requested brokers, banks and other fiduciaries to forward proxy materials to the beneficial owners of its common stock. Freedom has engaged to solicit proxies for this special meeting. Freedom is paying approximately \$ for solicitation services, which amount includes a \$ fixed solicitation fee and a per call fee estimated in the aggregate to be equal to \$ .

**This proxy statement is dated August , 2007 and is first being mailed to Freedom stockholders on or about August , 2007.**

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**FREEDOM ACQUISITION HOLDINGS, INC.**

**1114 Avenue of the Americas, 41st Floor**

**New York, New York 10036**

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS**

**To Be Held on                      , 2007**

TO THE STOCKHOLDERS OF FREEDOM ACQUISITION HOLDINGS, INC.:

NOTICE IS HEREBY GIVEN that a special meeting of stockholders, including any adjournments or postponements thereof, of Freedom Acquisition Holdings, Inc., a Delaware corporation ( "Freedom" ), will be held at :00 a.m./p.m., Eastern Time, on                      , 2007, at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, NY 10166, for the following purposes:

1. To consider and vote upon a proposal to approve the acquisition by Freedom of GLG Partners Limited, GLG Holdings Limited, Mount Granite Limited, Albacrest Corporation, Liberty Peak Ltd., GLG Partners Services Limited, Mount Garnet Limited, Betapoint Corporation, Knox Pines Ltd., GLG Partners Asset Management Limited and GLG Partners (Cayman) Limited (each, an "Acquired Company" and collectively, the "Acquired Companies" ), pursuant to the Purchase Agreement, dated as of June 22, 2007, by and among Freedom, FA Sub 1 Limited, FA Sub 2 Limited, FA Sub 3 Limited, Jared Bluestein, as the buyers' representative, Noam Gottesman, as the sellers' representative, Lehman (Cayman Islands) Ltd, Noam Gottesman, Pierre Lagrange, Emmanuel Roman, Jonathan Green, Leslie J. Schreyer, in his capacity as trustee of the Gottesman GLG Trust, G&S Trustees Limited, in its capacity as trustee of the Lagrange GLG Trust, Jeffrey A. Robins, in his capacity as trustee of the Roman GLG Trust, Abacus (C.I.) Limited, in its capacity as trustee of the Green GLG Trust, Lavender Heights Capital LP, Ogier Fiduciary Services (Cayman) Limited, in its capacity as trustee of the Green Hill Trust, Sage Summit LP and Ogier Fiduciary Services (Cayman) Limited, in its capacity as trustee of the Blue Hill Trust (collectively, the "GLG Shareowners" ), and the transactions contemplated thereby, whereby FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited, each a newly formed, wholly owned subsidiary of Freedom, will acquire all of the outstanding equity interests of the Acquired Companies, and each Acquired Company will become a subsidiary of Freedom;

2. To consider and vote upon four proposals to amend the amended and restated certificate of incorporation of Freedom, which we refer to as the certificate of incorporation, in connection with the consummation of the acquisition:

a proposal to change Freedom's name from Freedom Acquisition Holdings, Inc. to GLG Partners, Inc. ;

a proposal to increase the number of authorized shares of Freedom capital stock from 201,000,000 shares to 1,150,000,000 shares, including:

increasing the authorized shares of Freedom common stock, par value \$0.0001 per share, from 200,000,000 to 1,000,000,000 shares; and

increasing the authorized shares of Freedom preferred stock, par value \$0.0001 per share, from 1,000,000 to 150,000,000 shares, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions (the "Series A preferred stock" );

a proposal to increase from the affirmative vote of a majority of the quorum present at the meeting or a majority of the outstanding shares of Freedom common stock, as the case may be, to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to:

adopt, alter, amend or repeal the by-laws;

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remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause; and

amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions; and

a proposal to amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments;

3. To consider and vote upon a proposal to amend the certificate of incorporation to remove, effective after the consummation of the acquisition, (1) certain provisions of Article Third and Article Fourth, paragraph B and (2) the entirety of Article Fifth of the certificate of incorporation, all of which relate to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions;

4. To consider and vote upon a proposal to approve the adoption of the 2007 Long-Term Incentive Plan (the "LTIP") pursuant to which Freedom will reserve \_\_\_\_\_ shares of common stock for issuance pursuant to the LTIP;

5. To consider and vote upon a proposal to authorize the adjournment of the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event there are insufficient votes at the time of the special meeting to adopt the acquisition proposal, each of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal; and

6. To consider and vote upon such other business as may properly come before the meeting or any adjournment or postponement thereof.

The board of directors of Freedom has fixed the close of business on August 1, 2007 as the record date for the determination of stockholders entitled to notice of and to vote at the special meeting and at any adjournment or postponement thereof. Only the holders of record of Freedom common stock on the record date are entitled to have their votes counted at the Freedom special meeting and any adjournments or postponements thereof.

We expect that the GLG Shareowners will hold approximately 72% of the outstanding shares of Freedom common stock on a fully diluted basis immediately following the consummation of the acquisition, based on the number of shares of Freedom common stock outstanding as of June 30, 2007 and after giving effect to the co-investment by Freedom's sponsors for 5,000,000 units, each consisting of one share of common stock and one warrant, and assuming (1) the exchange into Freedom common stock of all exchangeable shares issued in connection with the acquisition, (2) the exercise of all put and call rights with respect to shares of FA Sub 1 Limited described below and (3) no election of redemption of shares by Freedom stockholders. Specifically, the total consideration for the acquisition is comprised of the following, which is subject to certain adjustments:

\$1.0 billion in cash, reduced by the amount of any promissory notes issued to certain GLG Shareowners at their election;

promissory notes, if certain GLG Shareowners elect to receive promissory notes in lieu of all or a portion of the cash consideration payable to electing GLG Shareowners; and

230,000,000 shares of Freedom common stock, which consists of: (1) 138,136,070 shares of Freedom common stock issuable by Freedom upon the consummation of the acquisition, including 10,000,000 shares of common stock to be issued for the benefit of GLG's employees, key personnel and certain other individuals; (2) 32,940,056 shares of common stock payable by Freedom upon exercise of certain put or call rights with respect to 32,940,056 ordinary shares to be issued by FA Sub 1 Limited to certain GLG Shareowners upon the consummation of the acquisition; and (3) 58,923,874 shares of common stock to be issued upon the exchange of 58,923,874 exchangeable Class B ordinary shares (the Exchangeable Shares) to be issued by FA Sub 2 Limited to certain GLG

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Shareowners upon the consummation of the acquisition. Each of the ordinary shares to be issued by FA Sub 1 Limited may be put by the holder to, or called by, Freedom immediately following consummation of the acquisition in exchange for one share of Freedom common stock. Each Exchangeable Share is exchangeable at any time at the election of the holder for one share of Freedom common stock; and

58,923,874 shares of Series A preferred stock which will be issued with the corresponding Exchangeable Shares and will carry only voting rights and nominal economic rights as described in the accompanying proxy statement, and will automatically be redeemed on a share for share basis as Exchangeable Shares are exchanged for shares of Freedom common stock.

We will not transact any other business at the special meeting, except for business properly brought before the special meeting, or any adjournment or postponement thereof, by our board of directors.

Your vote is important. Whether you plan to attend the special meeting or not, please sign, date and return your proxy card as soon as possible to make sure that your shares are represented at the special meeting. If you are a stockholder of record of Freedom common stock, you may also cast your vote in person at the special meeting. If your shares are held in an account at a brokerage firm or bank, you must instruct your broker or bank on how to vote your shares.

The board of directors of Freedom unanimously recommends that you vote **FOR** each of the proposals that are described in the accompanying proxy statement.

By Order of the Board of Directors,

Nicolas Berggruen  
President and Chief Executive Officer

August , 2007

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**QUESTIONS AND ANSWERS ABOUT THE PROPOSALS**

In this proxy statement, the term "GLG" refers to the combined business and operations of the Acquired Companies and their subsidiaries and affiliates, including GLG Partners LP, GLG Partners Services LP, Laurel Heights LLP and Lavender Heights LLP, and the term "GLG Funds" refers to the investment funds that GLG manages, operates and advises.

**Nothing in this proxy statement should in any way be construed as, or is intended to be, a solicitation for, or an offer to provide, investment advisory services.**

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

Freedom, FA Sub 1 Limited, FA Sub 2 Limited, FA Sub 3 Limited and the GLG Shareowners have agreed to the acquisition by Freedom, through FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited, of the Acquired Companies under the terms of the Purchase Agreement, dated as of June 22, 2007, which is described in this proxy statement. A copy of the purchase agreement is attached to this proxy statement as Annex A. We encourage you to review the entire purchase agreement carefully.

In order to complete the acquisition, (1) a majority of the shares of Freedom common stock issued and outstanding as of August 1, 2007, the record date, must be voted for the acquisition proposal, and (2) less than 20% of the shares of Freedom common stock issued in our initial public offering must be voted against the acquisition proposal and elect a redemption of their shares.

In connection with the proposed acquisition, Freedom stockholders are also being asked to approve:

amendments to Freedom's certificate of incorporation effective immediately prior to the consummation of the acquisition to:

change Freedom's corporate name to "GLG Partners, Inc.";

increase the total number of authorized shares of Freedom common and preferred stock, which will allow Freedom to issue additional shares of common stock and create and issue Series A preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions;

increase to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to:

adopt, alter, amend or repeal the by-laws;

remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause; and

amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote; and

amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments;

amendments to Freedom's certificate of incorporation to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth relating to the operation of Freedom as a blank check company and to add provisions regarding dividends and distributions;

the adoption of the 2007 Long-Term Incentive Plan; and

if necessary, the adjournment of the special meeting to a later date or dates.

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A copy of Freedom's restated certificate of incorporation, as it will be filed with the Secretary of State of the State of Delaware if the pre-closing certificate amendment proposals (with deletions denoted by italics and strikeouts and insertions denoted by italics and underlines) and the post-closing certificate amendment proposal (with deletions denoted by bold italics and strikeouts and insertions denoted by bold italics and underlines) are all effected, is attached as Annex H. The LTIP has been approved by Freedom's board of directors and will be effective upon consummation of the acquisition, subject to stockholder approval of the LTIP. A copy of the LTIP is attached as Annex I.

Each of the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal and the incentive plan proposal are conditioned upon the approval of the other proposals (subject to Freedom's right to waive any such condition) and, in the event one or more of those proposals does not receive the necessary vote to approve that proposal, then only the adjournment proposal will be presented at the special meeting for adoption. Notwithstanding the foregoing, it is a condition to the closing of the acquisition for both Freedom and the GLG Shareowners under the purchase agreement that each of these proposals is approved by Freedom's stockholders.

This proxy statement contains important information about the proposed acquisition, the other proposals and the special meeting of Freedom stockholders. You should read this proxy statement together with all of the annexes carefully.

You are invited to attend the special meeting to vote on the proposals described in this proxy statement. However, you do not need to attend the meeting to vote your shares. Instead, you may simply complete, sign and return the enclosed proxy card. Your vote is important. Freedom encourages you to vote as soon as possible after carefully reviewing this proxy statement.

This proxy statement provides you with detailed information about the proposed acquisition, the pre-closing and post-closing amendments to the certificate of incorporation, the LTIP, the adjournment proposal and the special meeting of stockholders. We encourage you to carefully read this entire document, including the attached annexes. **YOU SHOULD ALSO CAREFULLY CONSIDER THOSE FACTORS DESCRIBED UNDER THE HEADING "RISK FACTORS".**

### **What is being voted on?**

You are being asked to vote on eight proposals.

The first proposal is to approve the acquisition by FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited, Freedom's wholly owned subsidiaries, of the Acquired Companies from the GLG Shareowners pursuant to the purchase agreement. As consideration for the acquisition and as further described herein, Freedom will (1) pay \$1.0 billion in cash, reduced by the amount of any promissory notes issued to certain GLG Shareowners at their election (the "Notes"), (2) issue Notes, if certain GLG Shareowners elect to receive Notes in lieu of all or a portion of the cash consideration, to the electing GLG Shareowners, (3) issue or reserve for issuance 230,000,000 shares of Freedom common stock, which consists of: (a) 138,136,070 shares of Freedom common stock issuable by Freedom upon the consummation of the acquisition, including 10,000,000 shares of common stock to be issued for the benefit of GLG's employees, key personnel and certain other individuals; (b) 32,940,056 shares of common stock payable by Freedom upon exercise of certain put or call rights with respect to 32,940,056 ordinary shares to be issued by FA Sub 1 Limited to certain GLG Shareowners upon the consummation of the acquisition; and (c) 58,923,874 shares of common stock to be issued upon the exchange of 58,923,874 Exchangeable Shares to be issued by FA Sub 2 Limited to certain GLG Shareowners upon the consummation of the acquisition and (4) issue 58,923,874 shares of Series A

preferred stock. Each of the ordinary shares to be issued by FA Sub 1 Limited may be put by the holder to, or called by, Freedom immediately following consummation of the acquisition in exchange for one share of Freedom common stock. Each Exchangeable Share is exchangeable at any time at the election of the holder for one share of Freedom common stock, and one share of Series A preferred stock will be automatically redeemed upon the exchange of an Exchangeable Share.

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The second through fifth proposals are to approve amendments to Freedom's certificate of incorporation immediately prior to the consummation of the acquisition to (1) change Freedom's corporate name to GLG Partners, Inc. ; (2) increase the total number of authorized shares of Freedom common and preferred stock, which will include a newly created Series A preferred stock to be designated by the board of directors and entitled to one vote per share and to vote as a single class with the common stock on all matters, but not entitled to dividends or certain other distributions; (3) increase to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to adopt, alter, amend or repeal the by-laws, remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, and amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote; and (4) amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments, as more fully set forth in the form of restated certificate of incorporation attached as Annex H.

The sixth proposal is to approve amendments to Freedom's certificate of incorporation to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth relating to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions.

The seventh proposal is to approve the adoption of the 2007 Long-Term Incentive Plan, which we refer to as the LTIP, pursuant to which shares of Freedom common stock will be reserved for issuance in accordance with the terms of the LTIP.

The eighth proposal is to approve the adjournment of the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event there are insufficient votes at the time of the special meeting to adopt the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal.

It is important for you to note that each of the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal and the incentive plan proposal are conditioned upon the approval of the other proposal (subject to Freedom's right to waive any such condition) and, in the event one or more of those proposals does not receive the necessary vote to approve that proposal, then only the adjournment proposal will be presented at the special meeting for adoption. Notwithstanding the foregoing, it is a condition to the closing of the acquisition for both Freedom and the GLG Shareowners under the purchase agreement that each of these proposals is approved by Freedom's stockholders.

## **Why is Freedom proposing the acquisition, the amendments to its certificate of incorporation and the adoption of the LTIP?**

Freedom is a blank check company formed specifically as a vehicle for the acquisition of or merger with a business whose fair market value is equal to at least 80% of the net assets of Freedom plus the proceeds of the co-investment by its sponsors (excluding deferred underwriting discounts and commissions of approximately \$18.0 million). Freedom has been in search of a business combination partner since its initial public offering occurred in December 2006. Freedom's board of directors believes that GLG presents a unique opportunity for Freedom because of its variety of investment products, advisory services, growth prospects and investment management team, among other factors. As a result, Freedom believes that the acquisition of GLG will provide Freedom stockholders with an opportunity to acquire, and participate in, a company with significant growth potential, particularly as its business continues to grow and expand into the United States and other dynamic global markets. Several of the amendments to Freedom's

certificate of incorporation are being undertaken because the proposed issuances in connection with the acquisition and the adoption of the LTIP require a greater number of shares of Freedom common and preferred stock to be issued than is currently authorized, and upon consummation of the acquisition, management desires the name of the business to reflect

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its operations and for the certificate of incorporation to include certain provisions relevant to a publicly traded operating company. The adoption of the LTIP is being undertaken because Freedom's board of directors deems it beneficial for Freedom going forward to attract, motivate and retain highly skilled investment professionals and others important to grow GLG's business following the acquisition.

### **What vote is required in order to approve the acquisition proposal?**

The approval of the acquisition of the Acquired Companies will require the affirmative vote of a majority of the shares of Freedom common stock outstanding as of the record date.

In addition, each Freedom stockholder who holds shares of common stock issued in Freedom's initial public offering has the right to vote against the acquisition proposal and, at the same time, elect that Freedom redeem such stockholder's shares, which we refer to as the redemption election shares, for cash equal to a pro rata portion of the trust account, including interest, in which a substantial portion of the net proceeds of Freedom's initial public offering is deposited. Stockholders who seek to exercise this redemption right must submit their vote against adoption of the acquisition proposal and their election that Freedom redeem their shares for cash no later than immediately prior to the vote on the acquisition proposal at the special meeting. Based on the amount of cash held in the trust account as of June 30, 2007, without taking into account any interest accrued after such date, a stockholder who votes against the acquisition proposal and elects to redeem its shares will be entitled to redeem shares of Freedom common stock that it holds for approximately \$9.88 per share. These shares will be redeemed for cash only if the acquisition is completed.

However, if the holders of 10,560,000 or more shares of common stock issued in Freedom's initial public offering, an amount equal to 20% or more of the total number of shares issued in the initial public offering, vote against the acquisition and elect redemption of their shares for a pro rata portion of the trust account, then Freedom will not be able to consummate the acquisition, regardless of whether a majority of the outstanding shares of Freedom common stock vote in favor of the acquisition proposal. If the acquisition is not completed, then redemption election shares will not be redeemed for cash, even if a stockholder who voted against the acquisition elected redemption. In connection with any redemption request, you may be asked to submit a physical stock certificate, which you would need to request from your broker if your shares are held in street name. In addition, you may also be required to submit proof of your vote against the acquisition proposal and of your election to redeem your shares for cash.

Each of Freedom's sponsors, Berggruen Holdings North America Ltd. and Marlin Equities II, LLC, and all of its directors who purchased or received shares of Freedom common stock prior to its initial public offering, which we collectively refer to herein as the founders, presently beneficially own an aggregate of approximately 18.5% of the outstanding shares of Freedom common stock. All of these persons have agreed to vote all of these shares which were acquired prior to the public offering in accordance with the vote of the majority in interest of all other Freedom stockholders on the acquisition proposal. In addition, each of Freedom's founders has previously agreed that if he or it acquires shares of Freedom common stock in or following the initial public offering, he or it will vote all such acquired shares in favor of the acquisition proposal. In addition, Berggruen Holdings and Marlin Equities, which beneficially own approximately 18.3% of the outstanding shares of Freedom common stock, have entered into a founders agreement with certain of the GLG Shareowners that requires them to vote for the adoption of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

### **What vote is required in order to approve the name change proposal?**

The approval of the amendment to the certificate of incorporation to change Freedom's corporate name to GLG Partners, Inc. immediately prior to the consummation of the acquisition will require the affirmative vote of a majority of the shares of Freedom common stock issued and outstanding as of the record date. Berggruen Holdings and Marlin

Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

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**What vote is required in order to approve the authorized share proposal?**

The approval of the pre-closing amendment to the certificate of incorporation to increase the number of authorized shares of Freedom capital stock from 201,000,000 shares to 1,150,000,000 shares, including: (1) increasing Freedom's authorized common stock from 200,000,000 to 1,000,000,000 shares and (2) increasing Freedom's authorized preferred stock from 1,000,000 to 150,000,000 shares, of which it is expected that 58,923,874 will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, will require the affirmative vote of a majority of the shares of Freedom common stock issued and outstanding as of the record date. Berggruen Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

**What vote is required in order to approve the super-majority vote proposal?**

The approval of the pre-closing amendment to the certificate of incorporation to increase from the affirmative vote of a majority of the quorum present at the meeting or a majority of the outstanding shares of Freedom common stock, as the case may be, to the affirmative vote of at least 662/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to (1) adopt, alter, amend or repeal the by-laws, (2) remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, and (3) amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions, will require the affirmative vote of a majority of Freedom common stock issued and outstanding as of the record date. Berggruen Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

**What vote is required in order to approve the other pre-closing certificate amendments proposal?**

The approval of the pre-closing amendment of certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments, as more fully set forth in the form of restated certificate of incorporation attached as Annex H, will require the affirmative vote of a majority of Freedom common stock issued and outstanding as of the record date. Berggruen Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

**What vote is required in order to approve the post-closing certificate amendment proposal?**

The approval of the amendments to the certificate of incorporation to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth relating to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions, will require the affirmative vote of a majority of Freedom common stock issued and outstanding as of the record date. Berggruen Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

**What vote is required in order to approve the incentive plan proposal?**

The approval of the adoption of the LTIP will require the affirmative vote of a majority of the shares of Freedom common stock represented in person or by proxy and entitled to vote thereon at the special meeting. Berggruen

Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

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**What vote is required in order to adopt the adjournment proposal?**

The approval of the adjournment proposal will require the affirmative vote of a majority of the shares of Freedom common stock represented in person or by proxy and entitled to vote thereon at the special meeting. Berggruen Holdings and Marlin Equities have agreed to, and Freedom has been advised that each of its other founders intends to, vote all of his or its shares of Freedom common stock in favor of this proposal.

**Did Freedom's board of directors make a determination as to the value of GLG?**

While they did not identify a specific value for GLG, Freedom's directors determined that the fair market value of GLG is in excess of 80% of Freedom's net assets plus the proceeds of the co-investment by its sponsors (excluding deferred underwriting discounts and commissions of approximately \$18.0 million).

**Did Freedom's board of directors obtain a fairness opinion in connection with its approval of the purchase agreement?**

No. During the process leading up to the signing of the purchase agreement, Freedom's board of directors discussed the option of obtaining a fairness opinion of the proposed acquisition by Freedom of GLG. The board of directors of Freedom determined not to obtain a fairness opinion in connection with the approval of the purchase agreement for the following reasons: (1) its internal ability to value the business against public comparables and other market index measures; (2) its general exercise of its business judgment; and (3) its knowledge that the valuation of the proposed acquisition would be tested by the market and factors that Freedom's public stockholders deem relevant and that 20% of the public stockholders could effectively veto the combination if they did not deem such valuation to be fair.

**If I am not going to attend the Freedom special meeting of stockholders in person, should I return my proxy card instead?**

Yes. After carefully reading and considering the information contained in this proxy statement, please complete and sign your proxy card. Then return the enclosed proxy card in the return envelope provided as soon as possible, so that your shares may be represented at the special meeting.

**What will happen if I abstain from voting or fail to vote?**

An abstention, since it is not an affirmative vote in favor of a particular proposal but adds to the number of shares present in person or by proxy, will have the same effect as a vote against (1) the acquisition proposal (but will not have the effect of redeeming your shares for a pro rata portion of the trust account in which a substantial portion of the net proceeds of Freedom's initial public offering are held), (2) each of the pre-closing certificate amendment proposals, (3) the post-closing certificate amendment proposal, (4) the incentive plan proposal and (5) the adjournment proposal.

A failure to vote will have no impact upon the approval of the matters referred to in clauses (4) and (5) above, but, as the acquisition proposal, each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal require the affirmative vote of a majority of all outstanding shares of Freedom common stock, a failure to vote will have the effect of a vote against such acquisition proposal and each of the pre-closing and post-closing certificate amendment proposals. Failure to vote will not have the effect of electing to redeem your shares for a pro rata portion of the trust account.

**What do I do if I want to change my vote?**

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If you wish to change your vote, please send a later-dated, signed proxy card to \_\_\_\_\_ prior to the date of the special meeting or attend the special meeting and vote in person. You also may revoke your proxy by sending a notice of revocation to \_\_\_\_\_ at \_\_\_\_\_, provided such revocation is received prior to the special meeting.

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**If my shares are held in street name by my broker, will my broker vote my shares for me?**

If your broker holds your shares in its name and you do not give the broker voting instructions, under the applicable stock exchange rules, your broker may not vote your shares on the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal. If you do not give your broker voting instructions and the broker does not vote your shares, this is referred to as a broker non-vote. Broker non-votes are counted for purposes of determining the presence of a quorum and will have the same effect as votes AGAINST the acquisition proposal, each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal, but will not be counted towards the vote total for the incentive plan proposal or adjournment proposal. However, a broker non-vote that has the effect of voting against the acquisition proposal will not have the effect of electing to redeem your shares for a pro rata portion of the trust account.

**What is the quorum requirement?**

A quorum of stockholders is necessary to hold a valid meeting. A quorum will be present if at least a majority of the outstanding shares of Freedom common stock are represented by stockholders present at the meeting or by proxy. On the record date, there were 64,800,003 shares of Freedom common stock outstanding and entitled to vote.

Your shares will be counted towards the quorum only if you submit a valid proxy (or one is submitted on your behalf by your broker, bank or other nominee) or if you vote in person at the special meeting. Abstentions and broker non-votes will be counted towards the quorum requirement. If there is no quorum, a majority of the votes present at the special meeting may adjourn the special meeting to another date.

**Will I receive anything in the acquisition?**

If the acquisition is completed and you vote your shares for the acquisition proposal, you will continue to hold the Freedom common stock and warrants that you currently own. If the acquisition is completed but you have voted your shares against the acquisition proposal and have elected a redemption, your Freedom common stock will be cancelled and you will receive cash equal to a pro rata portion of the trust account, which, as of June 30, 2007, without taking into account any interest accrued after such date, was equal to approximately \$9.88 per share. However, you will continue to hold the warrants that you currently own.

**How is Freedom paying for the acquisition?**

In order to finance the acquisition of GLG, Freedom will (1) use up to \$553.5 million of the proceeds from its initial public offering (after giving effect to the \$50.0 million co-investment by its sponsors) and (2) borrow up to \$570.0 million from a third-party lender to obtain the \$1.0 billion in cash (less the amount of Notes issued) necessary to pay the cash portion of the purchase price to the GLG Shareowners. The available cash will be reduced by amounts necessary to pay for any redemption rights exercised by Freedom stockholders. However, Freedom will have sufficient funds in the trust account (after giving effect to the co-investment by its sponsors and the payment of the cash purchase price of the acquisition) to pay the redemption price for the redemption election shares, even if it must redeem 19.99% of the shares of common stock issued in Freedom's initial public offering.

In addition, Freedom will issue or reserve for issuance, subject to adjustment (a) 230,000,000 shares of Freedom common stock, which consists of: (1) 138,136,070 shares of Freedom common stock issuable by Freedom upon the consummation of the acquisition, including 10,000,000 shares of common stock to be issued for the benefit of GLG's employees, key personnel and certain other individuals; (2) 32,940,056 shares of common stock payable by Freedom upon exercise of certain put or call rights with respect to 32,940,056 ordinary shares to be issued by FA Sub 1 Limited to certain GLG Shareowners upon the consummation of the acquisition; and (3) 58,923,874 shares of common stock

to be issued upon the exchange of 58,923,874 Exchangeable Shares to be issued by FA Sub 2 Limited to certain GLG Shareowners upon the consummation of the acquisition, and (b) 58,923,874 shares of Series A preferred stock. Each of the ordinary shares to be issued by FA Sub 1 Limited may be put by the holder to, or called by, Freedom immediately following consummation of the acquisition in exchange for one share of Freedom common stock. Each Exchangeable

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Share is exchangeable at any time at the election of the holder for one share of Freedom common stock, and one share of Series A preferred stock will be automatically redeemed upon the exchange of an Exchangeable Share.

### **Do I have redemption rights in connection with the acquisition?**

If you hold shares of common stock issued in Freedom's initial public offering, then you have the right to vote against the acquisition proposal and elect that Freedom redeem your shares of common stock for a pro rata portion of the trust account in which a substantial portion of the net proceeds of its initial public offering are held. These rights to vote against the acquisition and elect redemption of your shares for a pro rata portion of the trust account are referred to in this proxy statement as redemption rights.

### **If I have redemption rights, how do I exercise them?**

If you wish to exercise your redemption rights, you must submit your vote against the acquisition and your election that Freedom redeem your shares for cash no later than immediately prior to the vote on the acquisition proposal at the special meeting (or any adjournment or postponement thereof). If you validly exercise your redemption rights and the acquisition is completed, then you will be entitled to receive a pro rata portion of the trust account in which a substantial portion of the net proceeds of Freedom's initial public offering are held, including any interest earned thereon through the date of the special meeting. Based on the amount of cash held in the trust account as of June 30, 2007, without taking into account any interest accrued after such date, you will be entitled to have Freedom redeem each share of Freedom common stock that you hold for approximately \$9.88 per share.

You will be required, whether you are a record holder or hold your shares in street name, either to tender your certificates to our transfer agent at any time through the vote on the acquisition or to deliver your shares to Freedom's transfer agent electronically using the Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System, at your option. There is a nominal cost associated with this tendering process and the act of certificating the shares or delivering them through the DWAC system. The transfer agent will typically charge the tendering broker \$35, and the broker may or may not pass this cost on to you.

You will have sufficient time from the time we send out this proxy statement through the time of the vote on the acquisition proposal to deliver your shares if you wish to exercise your redemption rights. This time period will vary depending on the specific facts of each transaction. However, as the delivery process can be accomplished by you, whether or not you are a record holder or your shares are held in street name, within a day, by simply contacting the transfer agent or your broker and requesting delivery of your shares through the DWAC System, we believe this time period is sufficient for an average investor.

Any request for redemption, once made, may be withdrawn at any time up to immediately prior to the vote on the acquisition proposal at the special meeting (or any adjournment or postponement thereof). Furthermore, if you delivered a certificate for redemption and subsequently decided prior to the meeting not to elect redemption, you may simply request that the transfer agent return the certificate (physically or electronically) to you.

### **What happens to the Freedom warrants I hold if I vote against adoption of the acquisition proposal and exercise my redemption rights?**

Properly exercising your redemption rights does not result in either the redemption or loss of your warrants. Your warrants will continue to be outstanding following the acquisition and the redemption of your Freedom common stock.

### **What if I object to the proposed acquisition? Do I have appraisal rights?**

Freedom stockholders do not have appraisal rights in connection with the acquisition.



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**What happens to the funds deposited in the trust account after consummation of the acquisition?**

Upon consummation of the acquisition, any funds remaining in the trust account after payment of amounts, if any, to stockholders requesting and exercising their redemption rights, will be used for working capital purposes.

**Who will manage GLG Partners, Inc. upon consummation of the acquisition?**

Upon consummation of the acquisition, Freedom will change its name to GLG Partners, Inc. and will be managed by the following persons: Noam Gottesman and Emmanuel Roman, each of whom is currently a Co-Chief Executive Officer and a Managing Director of GLG, and Simon White, who is currently the Chief Operating Officer of GLG, will be the Chairman of the Board and Co-Chief Executive Officer, the Co-Chief Executive Officer and the Chief Financial Officer, respectively, of GLG Partners, Inc. It is anticipated that the board of directors of GLG Partners, Inc. will consist of Mr. Gottesman, Mr. Roman, Ian H.G. Ashken, Nicolas Berggruen, Martin E. Franklin, James N. Hauslein, William P. Lauder, Paul Myners and Peter A. Weinberg, and may include others to be determined.

**What happens if the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal and the incentive plan proposal do not receive the necessary votes for approval?**

If the acquisition proposal, pre-closing certificate amendments proposals, the post-closing certificate amendment proposal and the incentive plan proposal do not receive the necessary votes for approval, then only the adjournment proposal will be presented at the special meeting for adoption, and if such proposal is approved the special meeting will be adjourned to a later date or dates to permit further solicitation and vote of proxies.

**What happens if, even after adjournment, the acquisition is not consummated?**

If the acquisition is not consummated even after adjournment, Freedom's certificate of incorporation will not be amended, the LTIP will not be adopted and Freedom will continue to search for a business to acquire. However, Freedom will be liquidated if (1) it does not consummate a business combination by June 28, 2008 or (2) a letter of intent, agreement in principle or definitive agreement is executed by June 28, 2008, but a business combination is not consummated by December 28, 2008. If Freedom is unable to conclude an initial business combination and is liquidated and it expends all of the net proceeds of its initial public offering, other than the proceeds deposited in the trust account, and without taking into account interest, if any, earned on the trust account, net of income taxes payable on such interest and net of up to \$3.9 million in interest income on the trust account balance previously released to it to fund working capital requirements, the initial per-share liquidation price would be \$9.88, or \$0.12 less than the per-unit offering price of \$10.00. We cannot assure you that the actual per share liquidation price will not be less than \$9.88. Furthermore, the outstanding warrants are not entitled to participate in a liquidating distribution and the warrants will therefore expire and become worthless if Freedom dissolves and liquidates before completing a business combination.

**If the acquisition is completed, what will happen to the Freedom common stock, units and warrants?**

The acquisition will have no effect on the Freedom common stock, units and warrants currently outstanding, except that Freedom expects that they will trade on the New York Stock Exchange instead of the American Stock Exchange, upon consummation of the acquisition. Freedom may in the future consider listing of its common stock, warrants and units on a trading market in London, Europe or elsewhere.

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**When do you expect the proposals to be completed?**

Freedom expects that the transactions and actions contemplated in the proposals (other than the post-closing certificate amendment) will be completed as promptly as practicable following the Freedom special meeting of stockholders to be held on \_\_\_\_\_, 2007. However, Freedom may terminate the purchase agreement in certain circumstances even if stockholders approve the acquisition proposal. The post-closing certificate amendment proposal will be completed as soon as practicable after consummation of the acquisition.

**Who can help answer my questions?**

If you have questions about any of the proposals, you may write or call \_\_\_\_\_.

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**SUMMARY**

*This summary is being provided with respect to each of the proposals. Although the acquisition is the primary reason for the calling of the special meeting of stockholders, the other proposals are important as well. All of the proposals are described in detail elsewhere in this proxy statement and this summary discusses the material items of each of the proposals. You should carefully read this entire proxy statement, including the attached annexes. See *Where You Can Find More Information* . Unless the context indicates otherwise, in this Summary, prior to the acquisition, the terms *we* , *us* and *our* refer to Freedom and, following the acquisition, such terms refer to the combined company, which will be renamed GLG Partners, Inc.*

**The Companies**

**Freedom**

Freedom is a Delaware blank check company formed to complete a business combination with one or more operating businesses. On December 28, 2006, it sold 48,000,000 units (consisting of one share of Freedom common stock and one warrant to purchase Freedom common stock) in an initial public offering, and on January 24, 2007, the underwriters for the initial public offering purchased an additional 4,800,000 units pursuant to an over-allotment option. Freedom's sponsors, Berggruen Holdings and Marlin Equities, purchased in equal amounts an aggregate of 4,500,000 warrants at a price of \$1.00 per warrant (\$4.5 million in the aggregate) in a private placement that occurred immediately prior to the initial public offering.

Freedom received net proceeds of approximately \$512.6 million from its initial public offering (including proceeds from the exercise by the underwriters of their over-allotment option) and sale of the sponsors' warrants. Of those net proceeds, approximately \$18.0 million is attributable to the portion of the underwriters' discount which has been deferred until the consummation of a business combination. The net proceeds were deposited into a trust account and will be part of the funds distributed to Freedom's public stockholders in the event it is unable to complete a business combination. In addition, in connection with the initial public offering, Freedom's sponsors have previously agreed to purchase in equal amounts an aggregate of 5,000,000 units at \$10.00 per unit (\$50.0 million in the aggregate) in a private placement that will occur immediately prior to the consummation of any business combination, including the acquisition. This private placement is referred to as the co-investment and these private placement units, shares of common stock and warrants are referred to as the co-investment units, co-investment common stock and co-investment warrants, respectively, in this proxy statement.

Freedom's shares of common stock, warrants and units are listed on the American Stock Exchange under the symbols FRH, FRH.WS and FRH.U, respectively.

Freedom's principal executive office is located at 1114 Avenue of the Americas, 41st Floor, New York, New York 10036, and its telephone number is (212) 380-2230.

**GLG**

GLG, the largest independent alternative asset manager in Europe and the eleventh largest globally, offers its base of long-standing prestigious clients a diverse range of investment products and account management services. GLG's focus is on preserving clients' capital and achieving consistent, superior absolute returns with low volatility and low correlations to both the equity and fixed income markets. Since its inception in 1995, GLG has built on the roots of its founders in the private wealth management industry to develop into one of the world's largest and most recognized

alternative investment managers, while maintaining its tradition of client-focused product development and customer service.

GLG uses a multi-strategy approach across the funds it manages, offering approximately 40 funds across equity, credit, convertible and emerging markets products. We refer to these funds as the GLG Funds. As of June 1, 2007, GLG's gross AUM (including assets invested from other GLG Funds) were in excess of \$20 billion, up from \$3.9 billion as of December 31, 2001, representing a compound annual growth rate, or

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CAGR, of 36%. As of June 1, 2007, GLG's net AUM (net of assets invested from other GLG Funds) were in excess of \$17 billion, up from \$3.9 billion as of December 31, 2001, representing a CAGR of 32%.

Headquartered in London, GLG has built an experienced and highly-regarded investment management team of 93 investment professionals and supporting staff of 178 personnel, representing decades of experience in the alternative asset management industry. In addition, GLG receives dedicated research and administrative services with respect to GLG's U.S.-focused investment strategies from GLG Inc., an independently owned dedicated service provider based in New York with 27 personnel. GLG has recently agreed to acquire GLG Inc. subject to certain conditions, including registration by GLG Inc. and GLG Partners LP (to the extent required by applicable law) as investment advisers under the U.S. Investment Advisers Act of 1940.

In June 2007, Istithmar, the Government of Dubai-owned private equity and alternative investment firm, and Sal. Oppenheim, Europe's largest independent private bank, each entered into agreements to purchase 3% equity stakes from Jonathan Green, one of GLG's founders who retired from GLG in 2003, and Abacus (C.I.) Limited, in its capacity as trustee of the Green GLG Trust, a trust established by Jonathan Green for the benefit of himself and his family, which we refer to as the Green GLG Trust, with closing expected by July 2007. Both Istithmar and Sal. Oppenheim will separately be investors in GLG Funds.

The principal executive office of GLG is located at One Curzon Street, London, W1J 5HB, which will be Freedom's headquarters after the acquisition. GLG's telephone number is + 44 20 7016 7000.

**The GLG Shareowners**

The GLG Shareowners include:

Each of GLG's principals, Noam Gottesman, Emmanuel Roman and Pierre Lagrange, whom we refer to collectively as the Principals;

Leslie J. Schreyer, in his capacity as trustee of the Gottesman GLG Trust, a trust established by Mr. Gottesman for the benefit of himself and his family, which we refer to as the Gottesman GLG Trust;

G&S Trustees Limited, in its capacity as trustee of the Lagrange GLG Trust, a trust established by Mr. Lagrange for the benefit of himself and his family, which we refer to as the Lagrange GLG Trust;

Jeffrey A. Robins, in his capacity as trustee of the Roman GLG Trust, a trust established by Mr. Roman for the benefit of himself and his family, which we refer to as the Roman GLG Trust;

Abacus (C.I.) Limited, in its capacity as trustee of the Green GLG Trust;

Lehman (Cayman Islands) Ltd;

Lavender Heights Capital LP;

Ogier Fiduciary Services (Cayman) Limited, in its capacity as trustee of the Green Hill Trust;

Sage Summit LP; and

Ogier Fiduciary Services (Cayman) Limited, in its capacity as trustee of the Blue Hill Trust.

We refer to Mr. Schreyer, G&S Trustees Limited and Mr. Robins, in their capacities as the trustees of the Gottesman GLG Trust, the Lagrange GLG Trust and the Roman GLG Trust, respectively, collectively as the Trustees and individually as a Trustee.

### **The Acquisition**

Freedom's board of directors believes that GLG presents a unique opportunity for Freedom because of its variety of investment products, advisory services, growth prospects and investment management team, among other factors. As a result, Freedom believes that the acquisition of GLG will provide Freedom stockholders with an opportunity to acquire, and participate in, a company with significant growth potential, particularly as

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its business continues to grow and expand into the United States and other dynamic global markets. GLG currently derives its revenues from management fees and administration fees based on the value of the assets under management in the GLG Funds and the accounts managed by GLG, and performance fees based on the performance of the GLG Funds and the accounts managed by GLG. If the acquisition is consummated, Freedom's stockholders will not become investors in the GLG Funds and the accounts managed by GLG, but rather will become stockholders of an alternative asset manager which will be named GLG Partners, Inc.

The purchase agreement, executed on June 22, 2007, provides for the acquisition by Freedom of all of the outstanding equity interests of the Acquired Companies through FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited (collectively with Freedom, the Freedom Group), each a newly formed, wholly owned subsidiary of Freedom. Following consummation of the acquisition, the business and assets of the Acquired Companies will be Freedom's only operations. At the closing, and subject to adjustment as hereafter described, the GLG Shareowners will receive an aggregate of (1) \$1.0 billion in cash, reduced by the amount of any Notes issued to certain GLG Shareowners at their election; (2) Notes, if certain GLG Shareowners elect to receive Notes in lieu of all or a portion of the cash consideration payable to the electing GLG Shareowners; (3) 230,000,000 shares of Freedom common stock, which consists of: 138,136,070 shares of Freedom common stock issuable by Freedom upon the consummation of the acquisition, including 10,000,000 shares of common stock to be issued for the benefit of GLG's employees, key personnel and certain other individuals, 32,940,056 shares of common stock payable by Freedom upon exercise of certain put or call rights with respect to 32,940,056 ordinary shares to be issued by FA Sub 1 Limited to certain GLG Shareowners upon the consummation of the acquisition and 58,923,874 shares of common stock to be issued upon the exchange of 58,923,874 Exchangeable Shares to be issued by FA Sub 2 Limited to certain GLG Shareowners upon the consummation of the acquisition; and (4) 58,923,874 shares of Series A preferred stock, for all of the outstanding equity interests of the Acquired Companies. Each of the ordinary shares to be issued by FA Sub 1 Limited may be put by the holder to, or called by, Freedom immediately following consummation of the acquisition in exchange for one share of Freedom common stock. Each Exchangeable Share is exchangeable at any time at the election of the holder for one share of Freedom common stock, and one share of Series A preferred stock will be automatically redeemed upon the exchange of an Exchangeable Share.

Upon consummation of the acquisition (and assuming the exercise of all put and call rights relating to FA Sub 1 Limited ordinary shares), FA Sub 2 Limited, as an operating subsidiary of Freedom, will be approximately 80% owned by Freedom and approximately 20% owned by the Trustee of the Gottesman GLG Trust.

The cash consideration will be financed through a combination of (1) up to approximately \$553.5 million of proceeds raised in Freedom's initial public offering (after giving effect to the co-investment by Freedom's sponsors) and (2) debt financing of up to \$570.0 million. The available cash will be reduced by amounts necessary to pay for any redemption rights exercised by Freedom's stockholders. The balance of the net proceeds of the debt financing will be used for working capital payments.

Freedom and GLG plan to complete the acquisition as promptly as practicable after the Freedom special meeting, provided that:

Freedom's stockholders have approved the acquisition, the pre-closing and post-closing amendments to Freedom's certificate of incorporation and the LTIP;

holders of less than 20% of the shares of Freedom common stock issued in its initial public offering vote against the acquisition proposal and elect to have Freedom redeem their shares for cash; and

the other conditions specified in the purchase agreement described below under Conditions to the Completion of the Acquisition have been satisfied or waived.

If Freedom stockholder approval has not been obtained at that time, or any other conditions have not been satisfied or waived, the acquisition will be completed promptly after stockholder approval is obtained or the remaining conditions are satisfied or waived.



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A copy of the purchase agreement is included as Annex A to this proxy statement. We encourage you to read the purchase agreement in its entirety. See The Purchase Agreement .

## **Redemption Rights**

Pursuant to Freedom's certificate of incorporation, a holder of shares of Freedom common stock issued in its initial public offering that votes against the acquisition may elect to have Freedom redeem such shares for cash. This election must be made on the proxy card at the same time that the stockholder votes against the acquisition proposal.

Stockholders who seek to exercise this redemption right must submit their vote against adoption of the acquisition proposal and their election to have Freedom redeem their shares for cash no later than immediately prior to the vote on the acquisition proposal at the special meeting. If redemption is properly elected, Freedom will redeem each share of common stock as to which such election has been made, which is referred to as a redemption election share, for a pro rata portion of the trust account in which a substantial portion of the net proceeds of our initial public offering are held, plus all interest earned thereon. If you properly exercise your redemption rights and the acquisition is consummated, then you will be exchanging your shares of Freedom common stock for cash and will no longer own these shares. However, if you elect to have Freedom redeem your shares of Freedom common stock, you will still have the right to exercise any warrants received as part of the units you hold in accordance with the terms thereof.

Based on the amount of cash held in the trust account as of June 30, 2007, without taking into account any interest accrued after such date, you will be entitled to elect to have Freedom redeem each redemption election share that you hold for approximately \$9.88 per share. You will only be entitled to receive cash for these shares if you continue to hold these shares through the closing date of the acquisition and then tender your stock certificate to Freedom. If the acquisition is not completed, then these shares will not be redeemed for cash. Freedom will have sufficient funds in the trust account (after giving effect to the co-investment and the payment of the cash purchase price of the acquisition) to pay the redemption price for the redemption election shares, even if it must redeem 19.99% of the shares of common stock issued in Freedom's initial public offering.

The acquisition will not be completed if the holders of 10,560,000 or more shares of common stock issued in Freedom's initial public offering, an amount equal to 20% or more of such shares, vote against the acquisition proposal and exercise their redemption rights, regardless of whether a majority of the outstanding shares of Freedom common stock vote in favor of the acquisition proposal. If the acquisition is not completed, then your redemption election shares will not be redeemed for cash at this time, even if you elected redemption.

## **Appraisal or Dissenters' Rights**

No appraisal or dissenters' rights are available under the Delaware General Corporation Law, which we refer to as the DGCL, for the stockholders of Freedom in connection with the proposals described in this proxy statement.

## **Stock Ownership**

Of the 64,800,003 outstanding shares of Freedom common stock, Freedom's founders, including its directors and their affiliates, who purchased shares of common stock prior to Freedom's initial public offering and who beneficially own an aggregate of approximately 18.5% of the outstanding shares of Freedom common stock, have agreed to vote the shares acquired prior to its initial public offering in accordance with the vote of the majority in interest of all other Freedom stockholders on the acquisition proposal. In addition, each of Freedom's founders has previously agreed that if he or it acquires shares of Freedom common stock in or following its initial public offering, he or it will vote all such acquired shares in favor of the acquisition proposal. In addition, Berggruen Holdings and Marlin Equities, which beneficially own approximately 18.3% of the outstanding shares of Freedom common stock, have entered into a founders agreement with certain of the GLG Shareowners that requires them to vote for the adoption of the

pre-closing certificate amendment

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proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

### **Freedom's Board of Directors' Recommendation**

After careful consideration, Freedom's board of directors has determined unanimously that the acquisition proposal is fair to, and in the best interests of, Freedom and its stockholders. Accordingly, Freedom's board has unanimously approved and declared advisable the acquisition and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of the acquisition proposal.

Freedom's board of directors has determined unanimously that the amendments to the certificate of incorporation are fair to, and in the best interests of, Freedom and its stockholders. Accordingly, Freedom's board has unanimously approved and declared advisable the amendments to the certificate of incorporation and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal.

Freedom's board of directors has determined unanimously that the adoption of the LTIP is fair to, and in the best interests of, Freedom and its stockholders. Accordingly, Freedom's board has unanimously approved and declared advisable the adoption of the LTIP and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of the incentive plan proposal.

Finally, Freedom's board of directors has determined unanimously that the adjournment proposal is fair to, and in the best interests of, Freedom and its stockholders. Accordingly, Freedom's board has unanimously approved and declared advisable the adjournment proposal and unanimously recommends that you vote or instruct your vote to be cast **FOR** the approval of the adjournment proposal.

### **Interests of Freedom Directors and Officers in the Acquisition**

When you consider the recommendation of Freedom's board of directors that you vote in favor of the acquisition proposal, you should keep in mind that certain of Freedom's directors and officers have interests in the acquisition that are different from, or in addition to, your interests as a stockholder. It is anticipated that after the consummation of the acquisition, Nicolas Berggruen, Martin E. Franklin, James N. Hauslein and William P. Lauder will remain members of Freedom's board of directors. Herbert A. Morey will resign effective immediately prior to consummation of the acquisition.

Freedom's sponsors, Berggruen Holdings and Marlin Equities, are affiliates of Nicolas Berggruen and Martin Franklin, respectively. Nicolas Berggruen is Freedom's president, chief executive officer and a director. Martin Franklin is Freedom's chairman of the board. If the acquisition is not approved and Freedom fails to consummate an alternative transaction within the time allotted pursuant to its certificate of incorporation, it will be required to liquidate, and the warrants owned by its founders and the shares of common stock issued at a price per share of \$0.00208 prior to its initial public offering to and held by its founders will be worthless because the founders are not entitled to receive any of the net proceeds of Freedom's initial public offering that may be distributed upon liquidation of the trust account. Additionally, Freedom's founders who acquired shares of Freedom common stock prior to its initial public offering at a price per share of \$0.00208 will benefit if the acquisition is approved. See **The Acquisition Proposal** **Interests of Freedom Directors and Officers in the Acquisition** .

### **Interests of Principals and Key Personnel of GLG in the Acquisition**

You should understand that some of the principals and key personnel of GLG have interests in the acquisition that are different from, or in addition to, your interests as a stockholder. In particular, Mr. Gottesman, a Co-Chief Executive Officer and a Managing Director of GLG, is expected to become Chairman of the Board and Co-Chief Executive Officer of GLG Partners, Inc.; Mr. Roman, a Co-Chief Executive Officer and a Managing Director of GLG, is expected to become the Co-Chief Executive Officer of GLG Partners, Inc.; and Mr. White, the Chief Operating Officer of GLG, is expected to become the Chief Financial Officer of GLG Partners, Inc. Further, each of Messrs. Gottesman, Roman and White will enter into

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new employment agreements with GLG Partners, Inc. in connection with the acquisition. In addition, the GLG Shareowners have appointed Mr. Gottesman as their representative to make certain decisions on behalf of the GLG Shareowners under the purchase agreement. As Mr. Gottesman is a GLG Shareowner, as well as the representative of the other GLG Shareowners, it is possible that potential conflicts of interest may arise with respect to his obligations as representative, his interests as an equity holder of GLG and his position as Chairman of the Board and Co-Chief Executive Officer of GLG Partners, Inc. following the acquisition.

In addition, GLG's Principals have agreed to enter into agreements not to compete with GLG Partners, Inc. for a period of five years following the closing of the acquisition. The Principals and the Trustees have also entered into lock-up arrangements restricting their ability to transfer shares of Freedom capital stock for the first year following the closing of the acquisition. Thereafter, subject to any limitations imposed by U.S. federal securities laws, the Principals and the Trustees will only be able to transfer: (1) 10% of their shares following each of the first, second and third anniversaries of the closing of the acquisition and (2) an unlimited number of their shares following the fourth anniversary of such closing. See [Agreements Related to the Acquisition](#) [Shareholders Agreement](#) .

The Principals and the other GLG Shareowners have also agreed to invest at least 50% of the after-tax cash proceeds they receive in the acquisition in GLG Funds (an amount in excess of \$        million) and will pay the same fees and otherwise invest on the same terms as other investors. See [Certain Relationships and Related Person Transactions](#) [GLG Investment Transactions](#) .

In addition, Mr. White is a participant in GLG's limited partner profit share arrangement and equity participation plan and is expected to receive an allocation of the 10 million shares reserved from the purchase price for the acquisition for the benefit of employees, key personnel and certain other individuals. The amount of his allocation has not yet been determined.

## **Controlled Company**

The Principals, the Trustees, Sage Summit LP and Lavender Heights Capital LP have entered into a voting agreement which will become effective upon consummation of the acquisition. These GLG Shareowners will beneficially own our common stock and Series A preferred stock which collectively initially represent approximately 54% of our voting power (after giving effect to the co-investment and assuming no redemption of shares by Freedom stockholders and no exercise of outstanding warrants) and will have the ability to elect our board of directors. Therefore, we will be a controlled company for purposes of Section 303(A) of the New York Stock Exchange Listed Company Manual. As a controlled company, we will be exempt from certain governance requirements otherwise required by the New York Stock Exchange, including the requirement that we have a nominating and corporate governance committee. Notwithstanding the fact that, as a controlled company, we will not be required to have a board of directors comprised of a majority of independent directors, our board of directors has determined that a majority of the individuals who will comprise our board of directors after the acquisition, Ian G.H. Ashken, Martin E. Franklin, James N. Hauslein, William P. Lauder and Paul Myners, are independent as defined in Section 303A.02 of the New York Stock Exchange Listed Company Manual.

In addition, pursuant to the voting agreement described above, Freedom has agreed not to take certain actions without the consent of the GLG Shareowners party to the voting agreement so long as they collectively beneficially own (1) more than 25% of the voting stock and at least one Principal is an employee, partner or member of our company or any of our subsidiaries or (2) more than 40% of the voting stock. Because of their ownership of approximately 54% of the our voting power, the Principals, their Trustees and certain other GLG Shareowners will also be able to determine the outcome of all matters requiring stockholder approval (other than those requiring a super-majority vote) and will be able to cause or prevent a change of control of our company or a change in the composition of our board of directors, and could preclude any unsolicited acquisition of our company. In addition, because they collectively may

determine the outcome of a stockholder vote, they could deprive stockholders of an opportunity to receive a premium for their shares as part of a sale of our company, and that voting control could ultimately affect the market price of the shares.

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**Conditions to the Completion of the Acquisition**

The obligations of each of the Freedom Group and the GLG Shareowners to complete the acquisition are subject to the satisfaction or waiver by the other group at or prior to the closing date of various conditions, including:

the representations and warranties of the other group that are qualified by materiality must be true and correct in all respects and the representations and warranties of the other group that are not so qualified must be true in all material respects on the date of the purchase agreement and as of the closing date as if they were made on that date;

the other group's performance or compliance with its covenants and agreements contained in the purchase agreement or the transaction documents;

no litigation or action being threatened in writing, instituted or pending which is reasonably likely to make illegal, delay, restrain, prohibit or otherwise adversely affect consummation of the acquisition or which would otherwise have a material adverse effect on GLG or the Freedom Group as applicable;

the absence of any law or action by any court or other government entity which may inhibit or have a material adverse effect on the acquisition;

the receipt of all required approvals and consents and their submission to the other group;

the termination or expiration of all antitrust-related waiting periods, the receipt of all antitrust approvals and consents and the filing of all antitrust notices or filings required to have been made;

the approval by Freedom's stockholders of the acquisition proposal and the other proposals contained in this proxy statement;

the execution and delivery by each of the other parties of each of the transaction documents; and

the availability for funding on the closing date of the entire amount that may be borrowed under the credit agreement by FA Sub 3 Limited and the satisfaction of all conditions precedent to the borrowing of \$550.0 million.

The Freedom Group's obligation to complete the acquisition is also subject to (1) consummation by the GLG Shareowners of the contemplated reorganization of the Acquired Companies, and (2) delivery by the GLG Shareowners' representative to Freedom of copies of the executed organizational documents of the Acquired Companies that issued shares purchased by the Freedom Group in the acquisition. The GLG Shareowners' obligation to complete the acquisition is also subject to receipt of the copies of the resolutions of the Freedom's board of directors authorizing the LTIP and the reservation for issuance of Freedom common stock issuable pursuant to the LTIP and pursuant to the terms of the Exchangeable Shares, the put and call rights with respect to ordinary shares of FA Sub 1 Limited pursuant to a shares exchange agreement among Freedom and certain GLG Shareowners who receive ordinary shares of FA Sub 1 Limited and the support agreement between Freedom and FA Sub 2 Limited.

**Termination, Amendment and Waiver**

The purchase agreement may be terminated and the acquisition abandoned at any time prior to the closing of the acquisition:

by mutual written agreement of Freedom and the GLG Shareowners representative;

by either group, if the closing has not occurred before the termination date of December 31, 2007;

by either group, if there is any law or court or governmental order, which is not subject to appeal or has become final, that makes consummation of the acquisition illegal or otherwise prohibited;

by either group, if there has been a breach of any representation, warranty, covenant or agreement by the other group such that the conditions set forth above with respect to representations, warranties, covenants and agreements under Conditions to the Completion of the Acquisition would not be satisfied as of such time, unless such breach is curable and the breaching party continues to exercises reasonable best efforts to cure it; or



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by either group, if the required approvals of Freedom's stockholders related to the acquisition are not obtained.

If permitted under applicable law, either Freedom or the GLG Shareowners' representative may waive conditions for its own respective benefit and consummate the acquisition, even though one or more of these conditions have not been met. We cannot assure you that all of the conditions will be satisfied or waived or that the acquisition will occur.

**Regulatory Matters**

The acquisition and the transactions contemplated by the purchase agreement are not subject to any U.S. federal or state regulatory requirement or approval, except for filings, if any, that may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and filings necessary to effectuate the transactions contemplated by the acquisition proposal, the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal with the Secretary of State of the State of Delaware, and filings for the proposed listing of Freedom common stock on the New York Stock Exchange.

In the United Kingdom, the Financial Services and Markets Act 2000 (the "FSMA") requires that any person who proposes to take a step that would result in his acquiring control (as such term is defined in the FSMA) over a U.K. authorized person (such as GLG Partners LP) must notify the Financial Services Authority (the "FSA") and obtain the FSA's prior approval to the proposal. The FSA has three months in which to rule on such an application.

The prior approval of the Irish Financial Services Regulatory Authority ("IFSRA") will be required for the change in ownership of GLG Partners Asset Management Limited which acts as manager of the GLG Funds authorized in Ireland and for the change in ownership of GLG Partners LP, which acts as promoter and investment manager of the GLG Funds authorized in Ireland.

The prior approval of the Cayman Islands Monetary Authority ("CIMA") will be required for the change in ownership of GLG Partners (Cayman) Limited, which acts as manager of the GLG Funds incorporated in the Cayman Islands. Although no prior approval is required, notification of the change in ownership of GLG Partners Services LP and GLG Partners Services Limited will be required to be provided to the Cayman Islands Trade and Business Licensing Board following the acquisition and the transactions contemplated by the purchase agreement.

**Other Matters to be Considered at the Special Meeting**

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval to amend Freedom's certificate of incorporation to change Freedom's corporate name to "GLG Partners, Inc." The amendment will become effective immediately prior to the consummation of the acquisition.

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval to amend Freedom's certificate of incorporation to increase the authorized shares to, among other things, allow Freedom to issue the shares of Freedom common stock and Series A preferred stock, as contemplated by the purchase agreement. The amendment will become effective immediately prior to the consummation of the acquisition. The material terms of such amendment are to increase the number of authorized shares of Freedom capital stock from 201,000,000 shares to 1,150,000,000 shares, including:

increasing the authorized shares of Freedom common stock from 200,000,000 to 1,000,000,000 shares; and

increasing the authorized shares of Freedom preferred stock from 1,000,000 to 150,000,000 shares, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom

preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions.

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Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval to amend its certificate of incorporation to increase from the affirmative vote of a majority of the quorum present at the meeting or a majority of the outstanding shares of Freedom common stock, as the case may be, to the affirmative vote of at least 66 $\frac{2}{3}$ % of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to (1) adopt, alter, amend or repeal the by-laws, (2) remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, and (3) amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions. These amendments to the certificate of incorporation will become effective immediately prior to the consummation of the acquisition.

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval to amend certain other provisions of its certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments. These amendments to the certificate of incorporation will become effective immediately prior to the consummation of the acquisition.

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval to amend its certificate of incorporation to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth, all of which relate to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions.

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is seeking stockholder approval for the adoption of the LTIP which will provide for the granting of options and/or other stock-based or stock-denominated awards. The material terms of the LTIP are as follows:

shares of common stock will be reserved for issuance;

the LTIP will be administered by the Freedom board of directors, or a committee thereof, and any particular term of a grant or award will be at the board's discretion; and

the LTIP will provide for awards of stock, restricted stock, restricted stock units, options, stock appreciation rights, performance units and performance shares.

The LTIP will become effective upon the consummation of the acquisition.

Freedom is seeking stockholder approval to adjourn the special meeting to a later date, or dates, in the event there are not sufficient votes at the time of the special meeting to adopt the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal.

Table of Contents**Summary Combined Historical Financial Information of GLG**

The summary combined historical financial information of GLG as of and for the three months ended March 31, 2007 and for the three months ended March 31, 2006 was derived from unaudited condensed combined financial statements of GLG included in this proxy statement. The summary combined historical financial information of GLG as of and for the years ended December 31, 2006, 2005 and 2004 was derived from combined financial statements of GLG audited by Ernst & Young LLP, independent registered public accounting firm, included in this proxy statement. The summary combined historical financial information of GLG as of March 31, 2006 and as of and for the years ended December 31, 2003 and 2002 was derived from unaudited combined financial statements of GLG not included in this proxy statement. This information should be read in conjunction with GLG Management's Discussion and Analysis of Financial Condition and Results of Operations and the financial statements and the notes thereto included in this proxy statement.

	2002	Years Ended December 31,				Three Months Ended March 31,	
		2003	2004	2005	2006	2006	2007
		(US dollars in thousands)					
<b>Combined Statement of Operations Data:</b>							
<b>Net revenues and other income:</b>							
Management fees	\$ 30,108	\$ 65,259	\$ 138,988	\$ 137,958	\$ 186,273	\$ 37,292	\$ 57,343
Performance fees	31,288	206,685	178,024	279,405	394,740	3,251	2,521
Administration fees				311	34,814	7,422	12,645
Transaction charges	80,613	115,945	191,585	184,252			
Other	626	6,497	6,110	1,476	5,039	2,293	498
Total net revenues and other income	142,635	394,386	514,707	603,402	620,866	50,258	73,007
<b>Expenses:</b>							
Employee compensation and benefits	(88,994)	(158,789)	(196,784)	(345,918)	(168,386)	(26,054)	(25,048)
General, administrative and other	(22,052)	(23,005)	(42,002)	(64,032)	(68,404)	(11,588)	(25,764)
Total expenses	(111,046)	(181,794)	(238,786)	(409,950)	(236,790)	(37,642)	(50,812)
Income from operations	31,589	212,592	275,921	193,452	384,076	12,616	22,195
Interest income, net	882	709	519	2,795	4,657	1,635	1,475
Income before income taxes	32,471	213,301	276,440	196,247	388,733	14,251	23,670

Income taxes	(8,456)	(49,966)	(48,372)	(25,345)	(29,225)	(1,501)	(3,255)
Net income	\$ 24,015	\$ 163,335	\$ 228,068	\$ 170,902	\$ 359,508	\$ 12,750	\$ 20,415

	As of December 31,					As of March 31,	
	2002	2003	2004	2005	2006	2006	2007
	(US dollars in thousands)						
<b>Combined Balance Sheet Data:</b>							
Cash and cash equivalents	\$ 28,450	\$ 65,655	\$ 136,378	\$ 236,261	\$ 273,148	\$ 87,805	\$ 149,193
Fees receivable	34,826	139,103	163,235	246,179	251,963	19,016	32,077
Working capital	15,579	25,940	20,395	42,387	370,094	55,164	58,110
Property and equipment, net	4,102	3,801	4,342	3,290	6,121	3,319	7,601
Total assets	75,359	220,829	310,592	495,340	557,377	120,277	207,747
Accrued compensation and benefits	21,654	25,038	125,850	247,745	102,507	24,517	26,334
Other liabilities					5,100		7,100
Loans payable	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Total members equity	19,400	112,722	117,980	180,229	361,952	44,235	52,131

**Table of Contents****Summary Unaudited Pro Forma Condensed Combined Financial Information**

The following summary unaudited pro forma condensed combined financial information should be read in conjunction with the Unaudited Pro Forma Condensed Combined Financial Information and related notes included elsewhere in this proxy statement. The historical financial information set forth below has been derived from, and is qualified by reference to, the financial statements of Freedom and GLG and should be read in conjunction with those financial statements and notes thereto included elsewhere in this proxy statement. The Unaudited Pro Forma Condensed Combined Financial Information gives effect to the acquisition as if it occurred on January 1, 2006. This information is for illustrative purposes only. You should not rely on this information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that we will experience after the acquisition. See Unaudited Pro Forma Condensed Combined Financial Information .

The table has been prepared using two different levels of approval of the acquisition by Freedom stockholders, as follows: (1) maximum approval, which assumes that none of the Freedom stockholders exercise their redemption rights; and (2) minimum approval, which assumes that 19.99% of Freedom stockholders exercise their redemption rights.

Year Ended December 31, 2006		Three Months Ended March 31, 2007	
Maximum Approval	Minimum Approval	Maximum Approval	Minimum Approval
(US dollars in thousands, except per share amounts)			

**Pro Forma Statement of Operations Data:**

Net revenues and other income	\$ 620,866	\$ 620,866	\$ 73,007	\$ 73,007
Income (loss) from operations	4,256	4,256	(72,746)	(72,746)
Income (loss) before income taxes	(22,765)	(29,925)	(78,889)	(80,615)
Income taxes	(22,501)	(20,353)	(1,696)	(1,178)
Net income (loss)	(45,266)	(50,278)	(80,585)	(81,793)
Net income (loss) applicable to equity interest holders	(45,448)	(50,460)	(80,795)	(82,003)
Basic and diluted net income (loss) per common share	\$ (0.18)	\$ (0.21)	\$ (0.27)	\$ (0.28)
Shares used in computing basic and diluted net income (loss) per common share	248,012	237,457	298,573	288,018

**Pro Forma Balance Sheet Data (at period end):**

Cash and cash equivalents			\$ 119,005	\$ 119,005
Working capital			26,584	26,584
Total assets			303,899	303,899
Loans payable			466,945	570,000
Stockholders /Members equity			(358,479)	(461,534)

Table of Contents**Comparative Historical and Unaudited Pro Forma Per Share Information**

The following table sets forth certain historical per share data of Freedom and combined per share data of Freedom and GLG on an unaudited pro forma combined basis giving effect to the acquisition. The information in the table should be read in conjunction with the audited and unaudited combined financial statements of GLG and Freedom and the notes thereto included in this proxy statement and the Unaudited Pro Forma Condensed Combined Financial Information and notes thereto included elsewhere herein. The unaudited pro forma combined information provided below is for illustrative purposes only. The companies may have performed differently had they always been combined. You should not rely on this information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that we will experience after the acquisition.

		As of and for the  Year Ended December 31, 2006	As of and for the  Three Months Ended  March 31, 2007
<b>Freedom</b>	<b>Historical:</b>		
Net income (loss) per common share	Basic	\$ 0.78	\$ (0.06)
Net income (loss) per common share	Diluted	\$ 0.75	\$ (0.06)
Cash dividends declared per common share			
Book value per common share		\$ 6.87	\$ 6.79

	<b>As of and for the Year Ended December 31, 2006</b>		<b>As of and for the Three Months Ended March 31, 2007</b>	
	<b>Maximum Approval</b>	<b>Minimum Approval</b>	<b>Maximum Approval</b>	<b>Minimum Approval</b>
<b>Pro Forma Combined:</b>				
Net income (loss) per common share Basic	\$ (0.18)	\$ (0.21)	\$ (0.27)	\$ (0.28)
Net income (loss) per common share Diluted	\$ (0.18)	\$ (0.21)	\$ (0.27)	\$ (0.28)
Cash dividends declared per common share	\$	\$	\$	\$
Book value per common share	\$	\$	\$	\$

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**RISK FACTORS**

*You should carefully consider the following risk factors, together with all of the other information included in this proxy statement, before you decide whether to vote or instruct your vote to be cast to adopt the acquisition proposal. As GLG's operations will be those of Freedom upon consummation of the acquisition, a number of the following risk factors relate to the business and operations of GLG, as our successor. Unless the context indicates otherwise, in this section prior to the acquisition, the terms we, us and our refer to Freedom and, following the consummation of the acquisition, such terms refer to the combined company, which will be renamed GLG Partners, Inc.*

**Risks Related to Our Business Following the Acquisition**

***Difficult market conditions may adversely affect our business in many ways, each of which could materially reduce our revenue and cash flow and adversely affect our business, results of operations or financial condition.***

GLG's business is materially affected by conditions in the global financial markets and economic conditions throughout the world that are outside its control, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of securities prices and the liquidity and the value of investments, and we may not be able to or may choose not to manage its exposure to these market conditions. Our profitability may also be adversely affected by fixed costs and the possibility that it would be unable to scale back other costs within a time frame sufficient to match any decreases in revenue relating to changes in market and economic conditions.

A general market downturn, or a specific market dislocation, may result in lower net inflows and lower returns for the GLG Funds, which would adversely affect our revenues. Furthermore, such conditions would also increase the risk of default with respect to investments held by the GLG Funds that have significant debt investments.

***GLG's revenue, net income and cash flow are dependent upon performance fees, which may make it difficult for us to achieve steady earnings growth on a semi-annual basis.***

GLG's revenue, net income and cash flow are all highly variable, primarily due to the fact that performance fees can vary significantly from period to period, in part, because performance fees are recognized as revenue only when contractually payable, or crystallized, from the GLG Funds and managed accounts to which they relate, generally on June 30 and December 31 of each year for the majority of the GLG Funds. Although GLG has historically had low inter-group correlations across asset classes, it may also experience fluctuations in our results from period to period due to a number of other factors, including changes in the values of the GLG Funds' investments, changes in the amount of distributions, dividends or interest paid in respect of investments, changes in our operating expenses, the degree to which we encounter competition and general economic and market conditions. Such variability may lead to volatility in the trading price of our common stock and cause our results for a particular period not to be indicative of our performance in a future period. It may be difficult for us to achieve steady growth in net income and cash flow on a semi-annual basis, which could in turn lead to large adverse movements in the price of our common stock or increased volatility in our stock price generally.

The GLG Funds have high water marks, whereby performance fees are earned by GLG only to the extent that the net asset value of a GLG Fund at the end of a semi-annual period exceeds the highest net asset value on the last date on which a performance fee was earned. Certain of the GLG Funds also have LIBOR hurdles whereby performance fees



are not earned during a particular period until the returns of such funds surpass the LIBOR rate. The performance fees we earn are therefore dependent on the net asset value of the GLG Funds, which could lead to significant volatility in our semi-annual results. Because our revenue, net income and cash flow can be highly variable from period to period, we plan not to provide any guidance

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regarding our expected semi-annual and annual operating results. The lack of guidance may affect the expectations of public market analysts and could cause increased volatility in our stock price.

***Periods of underperformance could lead to disproportionate redemptions in the GLG Funds or a decline in the rate at which we acquire additional AUM.***

If the GLG Funds underperform, existing clients may decide to reduce or redeem or sell their investments or transfer asset management responsibility to other asset managers and we may be unable to obtain new asset management business. Poor performance relative to other asset management firms may result in reduced purchases of fund shares or units and increased sales or redemptions of fund shares or units. As a result, investment underperformance could have a material adverse effect on our business, results of operations or financial condition. Such underperformance would also likely lead to a decrease in our revenue and operating income.

***In order to retain our investment professionals during periods of poor performance, we may have to pay our investment professionals a significant amount, even if we earn low or no performance fees, which could have an adverse impact on our business, results of operations or financial condition.***

Competition for investment professionals in the alternative asset management industry is intense. Even if we earn low or no performance fees, we may be required to pay significant compensation and limited partner profit share to retain our key personnel. In these circumstances, these amounts may represent a greater percentage of our revenues than they have historically.

***Investors in the GLG Funds can generally redeem investments with only short periods of notice.***

Investors in the GLG Funds may generally redeem their investments in those funds with only short periods of notice. Investors may reduce the aggregate amount of their investment in such funds, or transfer their investment to other funds with different fee rate arrangements, for any number of reasons, including investment performance, changes in prevailing interest rates and financial market performance, or for no reason. If interest rates are rising and/or stock markets are declining, the pace of fund redemptions could accelerate. Redemptions of investments in the GLG Funds could also take place more quickly than assets may be sold on account of those funds to meet the price of such redemptions, which could result in relevant funds and/or our being in breach of applicable legal, regulatory and contractual requirements in relation to such redemptions resulting in possible regulatory and stockholder actions against us and/or the GLG Funds. Any such action could potentially cause further redemptions and/or make it more difficult to attract new investors. The redemption of investments in the GLG Funds could adversely affect our revenues, which are substantially dependent upon the AUM in the GLG Funds. If redemptions of investments in funds cause our revenues to decline, they could have a material adverse effect on our business, results of operations or financial condition.

***We will be dependent on the continued services of GLG's Principals and other key personnel. The loss of key personnel could have a material adverse effect on us.***

GLG's Principals and other key personnel have contributed to the growth and success of its business. We will be dependent on the continued services of Messrs. Gottesman, Roman and Lagrange and other key personnel for our future success. The loss of any Principal or other key personnel may have a significant effect on our business, results of operations or financial condition.

The market for experienced asset management professionals is extremely competitive and is increasingly characterized by frequent movement of employees among firms. Due to the competitive market for asset management professionals and the success achieved by some of GLG's key personnel, the costs to attract and retain key personnel

are significant and will likely increase over time. In particular, if we lose any of our Principals or other key personnel, there is a risk that we may also experience outflows from AUM or fail to obtain new business. As a result, the inability to attract or retain the necessary highly skilled key personnel could have a material adverse effect on our business, results of operations or financial condition.

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***The cost of compliance with international employment, labor, benefits and tax regulations may adversely increase our costs, affect our revenue and impede our ability to expand internationally.***

Since GLG operates its business internationally, it is subject to many different employment, labor, benefit and tax laws in each country in which GLG operates, including laws and regulations affecting employment practices, GLG's relations with the Principals and its relations with some of its key personnel who participate in the limited partner profit share arrangement described below. If we are required to comply with new regulations or new or different interpretations of existing regulations, or if we are unable to comply with these regulations or interpretations, our business could be adversely affected, or the cost of compliance may make it difficult to expand into new international markets, or we may be liable for additional costs, such as social security or social insurance, which may be substantial. Additionally, our competitiveness in international markets may be adversely affected by regulations requiring, among other things, the awarding of contracts to local contractors, the employment of local citizens and/or the purchase of services from local businesses or that favor or require local ownership.

***GLG has experienced rapid growth, which may be difficult to sustain and which may place significant demands on our administrative, operational and financial resources.***

As of June 1, 2007, GLG's gross AUM (including assets invested from other GLG Funds) were in excess of \$20 billion, up from \$3.9 billion as of December 31, 2001. As of June 1, 2007, GLG's net AUM (net of assets invested from other GLG Funds) were in excess of \$17 billion, up from \$3.9 billion as of December 31, 2001. This rapid growth has caused, and if it continues will continue to cause, significant demands on GLG's legal, accounting, technology and operational infrastructure, and increased expenses. The complexity of these demands, and the expense required to address them, is a function not simply of the amount by which GLG's AUM have grown, but of significant differences in the investing strategies of its different funds. In addition, we will be required to continuously develop our systems and infrastructure in response to the increasing sophistication of the investment management market and legal, accounting and regulatory developments. Our future growth will depend, among other things, on our ability to maintain an operating platform and management system sufficient to address our growth and will require us to incur significant additional expenses and to commit additional senior management and operational resources. As a result, we face significant challenges:

in maintaining adequate financial and business controls;

in implementing new or updated information and financial systems and procedures; and

in training, managing and appropriately sizing our work force and other components of our business on a timely and cost-effective basis.

There can be no assurance that we will be able to manage our expanding operations effectively or that we will be able to continue to grow, and any failure to do so could adversely affect our ability to generate revenue and control our expenses.

***There can be no assurance that our expansion into the United States or other markets will be successful.***

While GLG is currently in the process of developing distribution capability in the United States, the Middle East and Asia, expanding our operations into the United States or other markets will be difficult due to a number of factors, including the fact that several of them are well-developed markets with established competitors and different regulatory regimes. Our failure to continue to grow our revenues (whether or not as a result of a failure to increase AUM), expand our business or control our cost base could have a material adverse effect on our business, results of operations or financial condition.

***Damage to our reputation, including as a result of personnel misconduct, failure to manage inside information, or fraud, could have a material adverse effect on our business.***

GLG's reputation is one of its most important assets. Its relationships with individual and institutional investors and other significant market participants are very important to its business. Any deterioration in our reputation held by one or more of these market participants could lead to a loss of business or a failure to win

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new fund mandates. For example, we will be exposed to the risk that litigation, regulatory action, misconduct, operational failures, negative publicity or press speculation, whether or not valid, could harm our reputation. Factors which could adversely affect our reputation include but are not limited to:

Fraud, misconduct or improper practice by any of our personnel, including failure to comply with applicable regulations or non-adherence by a portfolio manager to the investment guidelines applicable to each fund. Such actions can be particularly detrimental in the provision of financial services and could involve, for example, fraudulent transactions entered into for a client's account, diversion of funds, the intentional or inadvertent release of confidential information or failure to follow internal procedures. Such actions could expose us to financial losses resulting from the need to reimburse customers or other business partners or as a result of fines or other regulatory sanctions, and may significantly damage our reputation.

Failure to manage inside information. GLG frequently trades in multiple securities of the same issuer. In the course of transactions involving these securities, we may receive inside information in relation to certain issuers. If we do not sufficiently control the use of this inside information or any other inside information we receive, we and/or our employees could be subject to investigation and criminal or civil liability.

Failure to manage conflicts of interest. As GLG has expanded the scope of its business and client base, it has been increasingly exposed to potential conflicts of interest. If we fail, or appear to fail, to deal appropriately with conflicts of interest, we could face significant damage to our reputation, litigation or regulatory proceedings or penalties.

Damage to our reputation as a result of these or other factors could have a material adverse effect on our business, results of operations or financial condition.

***Operational risks may disrupt our business, result in losses or limit our growth.***

GLG relies heavily on its financial, accounting and other data processing systems. If any of these systems do not operate properly or are disabled, we could suffer financial loss, a disruption of our business, liability to the GLG Funds, regulatory intervention or reputational damage.

In addition, GLG operates in a business that is highly dependent on information systems and technology. Our information systems and technology may not continue to be able to accommodate our growth, and the cost of maintaining such systems may increase from its current level. Such a failure to accommodate growth, or an increase in costs related to such information systems, could have a material adverse effect on us.

Furthermore, GLG depends on its headquarters in London, where most of its personnel are located, for the continued operation of its business. A disaster or a disruption in the infrastructure that supports our business, including a disruption involving electronic communications or other services used by us or third parties with whom we will conduct business, or directly affecting our headquarters, could have a material adverse impact on our ability to continue to operate our business without interruption. Our disaster recovery programs may not be sufficient to mitigate the harm that may result from such a disaster or disruption. In addition, insurance and other safeguards might only partially reimburse us for our losses, if at all.

Through outsourcing arrangements, GLG and the GLG Funds rely on third-party administrators and other providers of middle- and back-office support and development functions, such as prime brokers, custodians, market data providers and certain risk system, portfolio and management and telecommunications system providers. Any interruption in our ability to rely on the services of these third parties or deterioration in their performance could impair the quality (including the timing) of our services. Furthermore, if the contracts with any of these third-party providers are

terminated, we may not find alternative outsource service providers on a timely basis or on equivalent terms. The occurrence of any of these events could have a material adverse effect on our business, results of operations or financial condition.

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***Our business may suffer as a result of loss of business from key private and institutional investors.***

GLG generates a significant proportion of its revenue from a small number of its top clients. As of June 1, 2007, the assets of GLG's top individual client accounted for approximately 5.9% of its net AUM. As of June 1, 2007, GLG's largest institutional investor account represented 4.1% of its net AUM, with the top five accounts collectively contributing 16.2% of its net AUM. The loss of all or a substantial portion of the business provided by one or more of these clients would have a material impact on the income we derive from management and performance fees and consequently have a material adverse effect on our business, results of operations or financial condition.

***We may be subject to regulatory investigation or enforcement action or a change in regulation in the jurisdictions in which we operate.***

Our business is subject to regulation by various regulatory authorities that are charged with protecting the interests of our customers. The activities of GLG Partners LP are regulated primarily by the FSA in the United Kingdom and are also subject to regulation in the various other jurisdictions in which it operates, including the IFSRA, CIMA and the Commission de Surveillance du Secteur Financier in Luxembourg. In addition, the GLG Funds are subject to regulation in the jurisdictions in which they are organized. These and other regulators in these jurisdictions have broad regulatory powers dealing with all aspects of financial services including, among other things, the authority to make inquiries of companies regarding compliance with applicable regulations, to grant and in specific circumstances to vary or cancel permits and to regulate marketing and sales practices, advertising and the maintenance of adequate financial resources. We will also be subject to applicable anti-money laundering regulations and net capital requirements in the jurisdictions in which we operate.

In addition, the regulatory environment in which we will operate frequently changes and has seen significant increased regulation in recent years. We may be materially adversely affected as a result of new or revised legislation or regulations or by changes in the interpretation or enforcement of existing laws and regulations.

As a result of regulatory actions, increased litigation in the financial services industry or other reasons, we could be subject to civil liability, criminal liability or sanctions (including revocation of the licenses of our employees or limited partners), censures, fines, or temporary suspension or permanent bar from conducting business. Regulatory proceedings could also result in adverse publicity or negative perceptions regarding our business and divert management's attention from the day-to-day management of the business. Any regulatory investigations, proceedings, consequent liability or sanction could have a material adverse effect on our business, results of operations or financial condition.

***We will be subject to substantial litigation and regulatory enforcement risks, and we may face significant liabilities and damage to our professional reputation as a result of litigation allegations or regulatory investigations and the attendant negative publicity.***

The investment decisions GLG makes in its asset management business subject it to the risk of regulatory investigations and enforcement actions in connection with its investment activities, as well as third-party litigation arising from investor dissatisfaction with the performance of those investment funds and a variety of other litigation claims. GLG has in the past been, and we may in the future be, the subject of investigations and enforcement actions by regulatory authorities resulting in fines and other penalties, which may be harmful to our reputation, as well as our business, results of operations or financial condition.

***We will be subject to intense competition and could lose business to our competitors.***



The alternative investment management industry in which we will be engaged is extremely competitive. Competition includes numerous national, regional and local asset management firms and broker-dealers, commercial bank and thrift institutions, and other financial institutions. Many of these organizations offer products and services that are similar to, or compete with, those offered by GLG and have substantially more personnel and greater financial resources than we will. Our key areas for competition include historical

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investment performance, our ability to source investment opportunities, our ability to attract and retain the best investment professionals, quality of service, the level of fees generated or earned by our managers and our investment managers' stated investment strategy. We will also compete for investment assets with banks, insurance companies and investment companies. Our ability to compete may be adversely affected if we underperform in comparison to relevant benchmarks or peer groups.

The competitive market environment may result in increased pressure on revenue margins (e.g., by the provision of management fee rebates). Our profit margins and earnings will be dependent in part on our ability to maintain current fee levels for the products and services that we offer. Competition within the alternative asset management industry could lead to pressure on us to reduce the fees that we charge our clients for products and services. A failure to compete effectively in this environment may result in the loss of existing clients and business, and of opportunities to capture new business, each of which could have a material adverse effect on our business, results of operations or financial condition.

***Certain of our investment management and advisory agreements are subject to termination on short notice.***

The investment management and advisory agreements to which GLG is party are generally terminable on three months' notice. Institutional and individual clients, and firms and agencies with which we have strategic alliances, can terminate their relationship with us for various reasons, including unsatisfactory investment performance, interest rate changes and financial market performance. Termination of these relationships could have a material adverse effect on our business, results of operations and financial condition.

***The historical returns attributable to the GLG Funds may not be indicative of our future results or of any returns expected on an investment in our common stock.***

The historical and potential future returns of the GLG Funds are not directly linked to returns on its capital. Therefore, you should not conclude that continued positive performance of the GLG Funds will necessarily result in positive returns on an investment in our common stock. However, poor performance of the GLG Funds would cause a decline in our revenue from such funds, and would therefore have a negative effect on our performance and in all likelihood the returns on an investment in our common stock.

***Our insurance arrangements may not be adequate to protect us.***

GLG's business entails the risk of liability related to litigation from clients or third-party vendors and actions taken by regulatory agencies. There can be no assurance that a claim or claims will be covered by insurance or, if covered, will not exceed the limits of available insurance coverage, or that any insurer will remain solvent and will meet its obligations to provide us with coverage or that insurance coverage will continue to be available with sufficient limits at a reasonable cost. Renewals of insurance policies may expose us to additional costs through higher premiums or the assumption of higher deductibles or co-insurance liability. The future costs of maintaining insurance or meeting liabilities not covered by insurance could have a material adverse effect on our business, results of operations or financial condition.

***We may use substantial amounts of leverage to finance our business, which will expose us to substantial risks.***

We may eventually use a significant amount of borrowings to finance our business operations as a public company. This will expose us to the typical risks associated with the use of substantial leverage, including those discussed below under "Risks Related to the GLG Funds." There are risks associated with the GLG Funds' use of leverage. These risks could result in an increase in our borrowing costs and could otherwise adversely affect our business in a material way. In addition, when our credit facility expires, we will need to negotiate a new credit facility with our existing lender,

replace it by entering into credit facilities with new lenders or find other sources of liquidity, and there is no guarantee that we will be able to do so on attractive terms or at all. See GLG Management's Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources for a further discussion of our liquidity.

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***An increase in our borrowing costs may adversely affect our earnings and liquidity.***

Under our expected new credit facility, we may borrow of up to \$570.0 million. When this facility becomes due on August 1, 2008, we will have the option to convert the outstanding loan amounts into a term loan maturing three years from the closing of the acquisition. At maturity, we will be required to refinance the credit facility or loan, as applicable, by entering into new credit facilities or issuing debt securities, which could result in higher borrowing costs, or issuing equity, which would dilute existing stockholders. We could also repay the credit facility or loan, as applicable, by using cash on hand or cash from the sale of our assets. No assurance can be given that we will be able to enter into new credit facilities or issue debt or equity securities in the future on attractive terms, or at all, or that we will have sufficient cash on hand to repay the credit facility or loan, as applicable.

It is anticipated that loans under the credit facility will bear interest at LIBOR plus 1.25% for the first two fiscal quarters ending after the closing date of the acquisition, and thereafter at an interest rate based on certain financial ratios applicable to us and our consolidated subsidiaries. As such, the interest expense we incur will vary with changes in the applicable LIBOR reference rate. An increase in interest rates would adversely affect the market value of any fixed-rate debt investments and/or subject them to prepayment or extension risk, which may adversely affect our earnings and liquidity.

***GLG is subject to currency-related risks that could adversely affect our business, results of operation or financial condition.***

GLG earns a significant portion of its revenue and incurs a significant portion of its expenditure in currencies other than the U.S. dollar. Movements in currency exchange rates could have an adverse effect on both our revenues and expenses.

***If we were deemed an investment company under the Investment Company Act of 1940 following the consummation of the acquisition, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.***

A person will generally be deemed to be an investment company for purposes of the Investment Company Act, if:

it is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or

absent an applicable exemption, it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis.

We believe that we will be engaged primarily in the business of providing asset management and financial advisory services and not in the business of investing, reinvesting or trading in securities. We also believe that the primary source of income from each of our businesses will be properly characterized as income earned in exchange for the provision of services. We will be an asset management and financial advisory firm and do not propose to engage primarily in the business of investing, reinvesting or trading in securities. Accordingly, we do not believe that, following the acquisition, we will be an orthodox investment company as defined in section 3(a)(1)(A) of the Investment Company Act and described in the first bullet point above. Further, following the acquisition, we will have no material assets other than our equity interests in our subsidiaries, which in turn will have no material assets (other than inter-company debt) other than equity interests in the Acquired Companies. (These subsidiaries will be vested with all management and control over the Acquired Companies.) We do not believe our equity interests in our subsidiaries or the equity interests of these subsidiaries in the Acquired Companies are investment securities.

Moreover, because we believe that the subscriber shares in certain GLG Funds are neither securities nor investment securities, we believe that less than 40% of our total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis following the acquisition will be comprised of assets that could be considered investment securities. Accordingly, we do not believe that, following the acquisition, we will be an inadvertent investment

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company by virtue of the 40% test in section 3(a)(1)(C) of the Investment Company Act as described in the second bullet point above.

The Investment Company Act and the rules thereunder contain detailed parameters for the organization and operation of investment companies. Among other things, the Investment Company Act and the rules thereunder limit or prohibit transactions with affiliates, impose limitations on the issuance of debt and equity securities, generally prohibit the issuance of options and impose certain governance requirements. We intend to conduct our operations so that we will not be deemed to be an investment company under the Investment Company Act. If anything were to happen which would cause us to be deemed to be an investment company under the Investment Company Act, requirements imposed by the Investment Company Act, including limitations on our capital structure, ability to transact business with affiliates (including the Acquired Companies) and ability to compensate key employees, could make it impractical for us to continue our business as currently conducted, impair the agreements and arrangements between and among us, the Acquired Companies, and our senior managing directors, or any combination thereof, and materially adversely affect our business, financial condition and results of operations. In addition, we may be required to limit the amount of investments that we make as a principal or otherwise conduct our business in a manner that does not subject us to the registration and other requirements of the Investment Company Act.

## **Risks Related to the GLG Funds**

*GLG currently derives its revenues from management fees and administration fees based on the value of the assets under management in the GLG Funds and the accounts managed by GLG, and performance fees based on the performance of the GLG Funds and the accounts managed by GLG. If the acquisition is consummated, Freedom's stockholders will not become investors in the GLG Funds and the accounts managed by GLG, but rather will become stockholders of an alternative asset manager. GLG's revenues could be adversely affected by many factors that could reduce assets under management or negatively impact the performance of the GLG Funds and accounts managed by GLG.*

### ***Valuation methodologies for certain assets in the GLG Funds can be subject to significant subjectivity.***

In calculating the net asset values of the GLG Funds, administrators of the GLG Funds may rely on methodologies for calculating the value of assets in which the GLG Funds invest that GLG or other third parties supply. Such methodologies are advisory only but are not verified in advance by GLG or any third party, and the nature of some of the funds' investments is such that the methodologies may be subject to significant subjectivity and little verification or other due diligence and may not comply with generally accepted accounting practices or other valuation principles. Any allegation or finding that such methodologies are or have become, in whole or in part, incorrect or misleading could have an adverse effect on the valuation of the relevant GLG Funds and, accordingly, on the management fees and any performance fees receivable by us in respect of such funds.

### ***Some of the GLG Funds and managed accounts are subject to emerging markets risks.***

Some of the GLG Funds and managed accounts invest in sovereign debt issues by emerging market countries as well as in debt and equity investments of companies and other entities in emerging markets. Many emerging markets are developing both economically and politically and may have relatively unstable governments and economies based on only a few commodities or industries. Many emerging market countries do not have firmly established product markets, and companies may lack depth of management or may be vulnerable to political or economic developments such as nationalization of key industries. Investments in companies and other entities in emerging markets and investments in emerging market sovereign debt may involve a high degree of risk and may be speculative. Risks include (1) greater risk of expropriation, confiscatory taxation, nationalization, social and political instability (including the risk of changes of government following elections or otherwise) and economic instability; (2) the

relatively small current size of some of the markets for securities and other investments in emerging markets issuers and the current relatively low volume of trading, resulting in lack of liquidity and in price volatility; (3) certain national policies which may restrict a GLG Fund's or a managed account's investment opportunities including restrictions on investing

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in issuers or industries deemed sensitive to relevant national interests; (4) the absence of developed legal structures governing private or foreign investment and private property; (5) the potential for higher rates of inflation or hyper-inflation; (6) currency risk and the imposition, extension or continuation of foreign exchange controls; (7) interest rate risk; (8) credit risk; (9) lower levels of democratic accountability; (10) differences in accounting standards and auditing practices which may result in unreliable financial information; and (11) different corporate governance frameworks. The emerging markets risks described above increase counterparty risks for GLG Funds and managed accounts investing in those markets. In addition, investor risk aversion to emerging markets can have a significant adverse affect on the value and/or liquidity of investments made in or exposed to such markets and can accentuate any downward movement in the actual or anticipated value of such investments which is caused by any of the factors described above.

Emerging markets are characterized by a number of market imperfections, analysis of which requires experience in the market and a range of complementary specialist skills. These inefficiencies include (1) the effect of politics on sovereign risk and asset price dynamics; and (2) institutional imperfections in emerging markets, such as deficiencies in formal bureaucracies, historical or cultural norms of behavior and access to information driving markets. While GLG seeks to take advantage of these market imperfections to achieve investment performance for the GLG Funds and managed accounts, we cannot guarantee that will be able do so in the future. A failure to do so could have a material adverse effect on our business, growth prospects, net inflows of AUM, revenues, results of operations and/or financial condition.

***Many of the GLG Funds invest in foreign countries and securities of issuers located outside of the United States and the United Kingdom, which may involve foreign exchange, political, social and economic uncertainties and risks.***

Many of the GLG Funds invest a portion of their assets in the equity, debt, loans or other securities of issuers located outside the United States and the United Kingdom. In addition to business uncertainties, such investments may be affected by changes in exchange values as well as political, social and economic uncertainty affecting a country or region. Many financial markets are not as developed or as efficient as those in the United States and the United Kingdom, and as a result, liquidity may be reduced and price volatility may be higher. The legal and regulatory environment may also be different, particularly with respect to bankruptcy and reorganization. Financial accounting standards and practices may differ, and there may be less publicly available information in respect of such companies.

Restrictions imposed or actions taken by foreign governments may adversely impact the value of our fund investments. Such restrictions or actions could include exchange controls, seizure or nationalization of foreign deposits and adoption of other governmental restrictions which adversely affect the prices of securities or the ability to repatriate profits on investments or the capital invested itself. Income received by the GLG Funds from sources in some countries may be reduced by withholding and other taxes. Any such taxes paid by a GLG Fund will reduce the net income or return from such investments. While the GLG Funds will take these factors into consideration in making investment decisions, including when hedging positions, no assurance can be given that the GLG Funds will be able to fully avoid these risks or generate sufficient risk-adjusted returns.

***There are risks associated with the GLG Funds' investments in high yield and distressed debt.***

The GLG Funds may invest in obligors and issuers in weak financial condition, experiencing poor operating results, having substantial financial needs or negative net worth, facing special competitive problems, or in obligors and issuers that are involved in bankruptcy or reorganization proceedings. Among the problems involved in investments in troubled obligors and issuers is the fact that it may frequently be difficult to obtain full information as to the conditions of such obligors and issuers. The market prices of such investments are also subject to abrupt and erratic market movements and significant price volatility, and the spread between the bid and offer prices of such investments



may be greater than normally expected. It may take a number of years for the market price of such investments to reflect their intrinsic value. Some of the investments held by the GLG Funds may not be widely traded, and depending on the investment profile of a particular GLG Fund, that fund's exposure to such investments may be substantial in relation to the market for those investments. In addition, there is no recognized market for some of the investments held in GLG Funds,

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with the result that such investments are likely to be illiquid. As a result of these factors, the investment objectives of the relevant funds may be more difficult to achieve.

***Fluctuations in interest rates may significantly affect the returns derived from the GLG Funds' investments.***

Fluctuations in interest rates may significantly affect the return derived from investments within the GLG Funds, as well as the market values of, and the corresponding levels of gains or losses on, such investments. Such fluctuations could materially adversely affect investor sentiment towards fixed income and convertible debt instruments generally and the GLG Funds in particular and consequently could have a material adverse effect on our business, results of operations or financial condition.

***The GLG Funds are subject to risks due to potential illiquidity of assets.***

The GLG Funds may make investments or hold trading positions in markets that are volatile and which may become illiquid. Timely divestiture or sale of trading positions can be impaired by decreased trading volume, increased price volatility, concentrated trading positions, limitations on the ability to transfer positions in highly specialized or structured transactions to which it may be a party, and changes in industry and government regulations. It may be impossible or costly for the GLG Funds to liquidate positions rapidly in order to meet margin calls, withdrawal requests or otherwise, particularly if there are other market participants seeking to dispose of similar assets at the same time or the relevant market is otherwise moving against a position or in the event of trading halts or daily price movement limits on the market or otherwise. Moreover, these risks may be exacerbated for the GLG Funds that are funds of hedge funds. For example, if one of these funds of hedge funds were to invest a significant portion of its assets in two or more hedge funds that each had illiquid positions in the same issuer, the illiquidity risk for these funds of hedge funds would be compounded.

***There are risks associated with the GLG Funds' use of leverage.***

The GLG Funds have, and may, in the future, use leverage by borrowing on the account of funds on a secured and/or unsecured basis and pursuant to repurchase arrangements and/or deferred purchase agreements. Leverage can also be employed in a variety of other ways including margining (that is, an amount of cash or securities an investor deposits with a broker when borrowing to buy investments) and the use of futures, warrants, options and other derivative products. Generally, leverage is used with the intention of increasing the overall level of investment in a fund. Higher investment levels may offer the potential for higher returns. This exposes investors to increased risk as leverage can increase the fund's market exposure and volatility. For instance, a purchase or sale of a leveraged investment may result in losses in excess of the amount initially deposited as margin for the investment. This increased market exposure and volatility could have a material adverse effect on the return of the funds.

***There are risks associated with the GLG Funds' investments in derivatives.***

The GLG Funds may make investments in derivatives. These investments are subject to a variety of risks. Examples of such risks may include, but are not limited to:

Limitation of risk assessment methodologies. Decisions to enter into these derivatives and other securities contracts will be based on estimates of returns and probabilities of loss derived from our own calculations and analysis. There can be no assurance that the estimates or the methodologies, or the assumptions which underlie such estimates and methodologies, will turn out to be valid or appropriate;

Risks underlying the derivative and securities contracts. A general rise in the frequency, occurrence or severity of certain non-financial risks such as accidents and/or natural catastrophes will lead to a general decrease in the

returns and the possibility of returns from these derivatives and securities contracts, which will not be reflected in the methodology or assumption underlying the analysis of any specific derivative or securities contract; and

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Particular risks. The particular instruments in which we will invest on behalf of the GLG Funds may produce an unusually and unexpectedly high amount of losses, which will not be reflected in the methodology or assumptions underlying the analysis of any specific derivative or securities contract.

***The GLG Funds are subject to risks in using prime brokers, custodians, administrators and other agents.***

All of the GLG Funds depend on the services of prime brokers, custodians, administrators and other agents in connection with certain securities transactions. For example, in the event of the insolvency of a prime broker and/or custodian, the funds might not be able to recover equivalent assets in full as they will usually rank among the prime broker's and custodian's unsecured creditors in relation to assets that the prime broker or custodian borrows, lends or otherwise uses. In addition, the GLG Funds' cash held with a prime broker or custodian may not be segregated from the prime broker's or custodian's own cash, and the GLG Funds may therefore rank as unsecured creditors in relation thereto.

***GLG Fund investments are subject to numerous additional risks.***

GLG Fund investments, including investments by its external fund of hedge funds products in other hedge funds, are subject to numerous additional risks, including the following:

Certain of the GLG Funds are newly established funds without any operating history or are managed by management companies or general partners who do not have a significant track record as an independent manager;

Generally, there are few limitations on the execution of the GLG Funds' investment strategies, which are subject to the sole discretion of the management company of such funds;

The GLG Funds may engage in short-selling, which is subject to the theoretically unlimited risk of loss because there is no limit on how much the price of a security may appreciate before the short position is closed out. A GLG Fund may be subject to losses if a security lender demands return of the lent securities and an alternative lending source cannot be found or if the GLG Fund is otherwise unable to borrow securities that are necessary to hedge its positions;

Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This systemic risk may adversely affect the financial intermediaries (such as clearing agencies, clearing houses, banks, securities firms and exchanges) with which the GLG Funds interact on a daily basis;

The efficacy of investment and trading strategies depends largely on the ability to establish and maintain an overall market position in a combination of financial instruments. Trading orders may not be executed in a timely and efficient manner due to various circumstances, including systems failures or human error. In such event, the GLG Funds might only be able to acquire some but not all of the components of the position, or if the overall position were to need adjustment, the GLG Funds might not be able to make such adjustment. As a result, the GLG Funds would not be able to achieve the market position selected by the management company or general partner of such funds, and might incur a loss in liquidating their position; and

The investments held by the GLG Funds are subject to risks relating to investments in commodities, futures, options and other derivatives, the prices of which are highly volatile and may be subject to the theoretically

unlimited risk of loss in certain circumstances, including if the fund writes a call option. Price movements of commodities, futures and options contracts and payments pursuant to swap agreements are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. The value of futures, options and swap agreements also depends upon the price of the commodities underlying them. In addition, the assets of the GLG Funds are subject to the risk of the failure of any of the exchanges on which their

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positions trade or of their clearinghouses or counterparties. Most U.S. commodities exchanges limit fluctuations in certain commodity interest prices during a single day by imposing daily price fluctuation limits or daily limits, the existence of which may reduce liquidity or effectively curtail trading in particular markets.

***The GLG Funds are subject to counterparty risk with regard to over-the-counter instruments which they may hold.***

In the event of the insolvency of any counterparty or of any broker through which portfolio managers trade for the account of the GLG Funds, such as prime brokerage and custodian agreements to which certain of the GLG Funds are party, the funds may only rank as unsecured creditors in respect of sums due to them on the margin accounts or otherwise and any losses will be borne by the funds. The GLG Funds may also enter into currency, interest rate, total return or other swaps which may be surrogates for other instruments such as currency forwards and interest rate options. The value of such instruments, which generally depends upon price movements in the underlying assets as well as counterparty risk, will influence the performance of the GLG Funds and therefore a fall in the value of such instruments could have a material adverse effect on our business, results of operations or financial condition. In particular, certain GLG Funds frequently trade in debt securities and other obligations, either directly or on an assignment basis. Consequently, the GLG Funds will be subject to risk of default by the debtor or obligor in relation to their debt securities and other obligations, which could have a material adverse effect on our business, results of operations or financial condition.

***The due diligence process that we will undertake in connection with investments by the GLG Funds may not reveal all facts that may be relevant in connection with an investment.***

Before making investments, we will conduct due diligence that we deem reasonable and appropriate based on the facts and circumstances applicable to each investment. When conducting due diligence, we may be required to evaluate important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisors, accountants and investment banks may be involved in the due diligence process in varying degrees depending on the type of investment. Nevertheless, when conducting due diligence and making an assessment regarding an investment, we will rely on the resources available to us, including information provided by the target of the investment and, in some circumstances, third-party investigations. The due diligence investigation that we will carry out with respect to any investment opportunity may not reveal or highlight certain facts that could adversely affect the value of the investment.

***The GLG Funds make investments in companies that the GLG Funds do not control.***

Investments by most of the GLG Funds will include debt instruments and equity securities of companies that the GLG Funds do not control. Such instruments and securities may be acquired by the GLG Funds through trading activities or through purchases of securities from the issuer. These investments will be subject to the risk that the company in which the investment is made may make business, financial or management decisions with which we do not agree or that the majority stakeholders or the management of the company may take risks or otherwise act in a manner that does not serve our interests. If any of the foregoing were to occur, the values of investments by the GLG Funds could decrease and our financial condition, results of operations and cash flow could suffer as a result.

***Risk management activities may adversely affect the return on the GLG Funds' investments.***

When managing their exposure to market risks, the GLG Funds may from time to time use forward contracts, options, swaps, credit default swaps, caps, collars and floors or pursue other strategies or use other forms of derivative instruments to limit our exposure to changes in the relative values of investments that may result from market developments, including changes in prevailing interest rates, currency exchange rates and commodity prices. The success of any hedging or other derivative transactions generally will depend on the ability to correctly predict market

changes, the degree of correlation between price movements of a derivative instrument, the position being hedged, the creditworthiness of the counterparty and other factors. As a result,

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while the GLG Funds may enter into a transaction in order to reduce their exposure to market risks, the transaction may result in poorer overall investment performance than if it had not been executed. Such transactions may also limit the opportunity for gain if the value of a hedged position increases.

### ***The GLG Funds may be subject to U.K. tax if GLG does not qualify for the U.K. Investment Manager Exemption.***

Certain of the GLG Funds may, under U.K. tax legislation, be regarded as carrying on a trade in the United Kingdom through their investment manager, GLG Partners LP. It is our intention to organize our affairs such that neither the investment manager nor the group companies that are partners in the investment manager constitute a U.K. branch or permanent establishment of the GLG Funds by reason of exemptions provided by Section 127 of the Finance Act 1995 and Schedule 26 of the Finance Act 2003. These exemptions, which apply in respect of income tax and corporation tax respectively, are substantially similar and are each often referred to as the Investment Manager Exemption (IME).

We cannot assure you that the conditions of the IME will be met at all times in respect of every fund. Failure to qualify for the IME in respect of a fund could subject the fund to U.K. tax liability, which, if not paid, would become the liability of GLG Partners LP, as investment manager. This U.K. tax liability could be substantial.

In organizing our affairs such that we are able to meet the IME conditions, we will take account of a statement of practice published by the U.K. tax authorities that sets out their interpretation of the law. The U.K. tax authorities are currently in the process of revising this statement. On the basis of the most recent draft and additional information made publicly available by the U.K. tax authorities, we do not anticipate that the changes in practice being introduced will have a material impact on our ability to meet the IME conditions in respect of the GLG Funds. However, until the final revised statement is published we cannot fully assess how the changes will affect us.

## **Risks Related to Our Organization and Structure Following the Acquisition**

### ***The consummation of the acquisition could result in disruptions in business, loss of clients or contracts or other adverse effects.***

The consummation of the acquisition may cause disruptions, including potential loss of clients and other business partners, in the business of GLG, which could have material adverse effects on our business and operations. Although we believe that GLG's business relationships are and will remain stable following the acquisition, GLG's clients and other business partners, in response to the consummation of the acquisition, may adversely change or terminate their relationships with us, which could have a material adverse effect on our business following the acquisition.

### ***Since GLG is primarily operated in the United Kingdom, we may encounter risks specific to companies located outside the United States.***

Since GLG is primarily operated in the United Kingdom, we will be exposed to risks that could negatively impact our future results of operations following the acquisition. The additional risks we may be exposed to in these cases include but are not limited to:

tariffs and trade barriers;

regulations related to customs and import/export matters;

tax issues, such as tax law changes and variations in tax laws as compared to the United States;



cultural differences; and

foreign exchange controls.

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***We will be a controlled company within the meaning of the New York Stock Exchange Listed Company Manual and, as a result, will qualify for, and intend to rely on, exemptions from certain corporate governance standards, which may limit the presence of independent directors on our board of directors or board committees.***

Following the consummation of the acquisition, GLG's Principals, their Trustees and certain other GLG Shareowners who have entered into a voting agreement will beneficially own our common stock and Series A preferred stock which collectively initially represent approximately 54% of our voting power (after giving effect to the co-investment and assuming no redemption of shares by Freedom stockholders and no exercise of outstanding warrants). Accordingly, they will have the ability to elect our board of directors and thereby control our management and affairs. Therefore, we will be a controlled company for purposes of Section 303(A) of the New York Stock Exchange Listed Company Manual.

As a controlled company, we will be exempt from certain governance requirements otherwise required by the New York Stock Exchange, including the requirement that we have a nominating and corporate governance committee. Under these rules, a company of which more than 50% of the voting power is held by an individual, a group or another company is a controlled company and is exempt from certain corporate governance requirements, including requirements that (1) a majority of the board of directors consist of independent directors, (2) compensation of officers be determined or recommended to the board of directors by a majority of its independent directors or by a compensation committee that is composed entirely of independent directors and (3) director nominees be selected or recommended for selection by a majority of the independent directors or by a nominating committee composed solely of independent directors. Following the consummation of the acquisition, we intend to utilize some of these exemptions. For example, we will not have a nominating committee. Accordingly, the procedures for approving significant corporate decisions can be determined by directors who have a direct or indirect interest in the matters and you will not have the same protections afforded to stockholders of other companies that are required to comply with the rules of the New York Stock Exchange. In addition, although we initially expect that a majority of our board of directors will consist of independent directors, we cannot assure you that we will not rely on the exemption from this requirement in the future.

Because of their ownership of approximately 54% of our voting power, GLG's Principals, their Trustees and certain other GLG Shareowners will also be able to determine the outcome of all matters requiring stockholder approval (other than those requiring a super-majority vote) and will be able to cause or prevent a change of control of our company or a change in the composition of our board of directors, and could preclude any unsolicited acquisition of our company. In addition, because they collectively may determine the outcome of a stockholder vote, they could deprive stockholders of an opportunity to receive a premium for their shares as part of a sale of our company, and that voting control could ultimately affect the market price of our common stock.

***Certain provisions in our proposed organizational documents and Delaware law will make it difficult for someone to acquire control of us.***

Provisions in our organizational documents as proposed to be amended in connection with the acquisition will make it more difficult and expensive for a third party to acquire control of us even if a change of control would be beneficial to the interests of our stockholders. For example, our organizational documents will require advance notice for proposals by stockholders and nominations, place limitations on convening stockholder meetings and authorize the issuance of preferred shares that could be issued by our board of directors to thwart a takeover attempt. In addition, if approved by Freedom stockholders, the amendments to our organizational documents will require the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, to adopt, alter, amend or repeal our by-laws; remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office,

with or without cause; and amend, alter or repeal certain provisions of our certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions.

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Because of their ownership of approximately 54% of the our voting power, the Principals, their Trustees and certain other GLG Shareowners will be able to determine the outcome of all matters requiring stockholder approval (other than those requiring a super-majority vote) and will be able to cause or prevent a change of control of our company or a change in the composition of our board of directors, and could preclude any unsolicited acquisition of our company. Certain provisions of Delaware law may also delay or prevent a transaction that could cause a change in our control. The market price of our shares could be adversely affected to the extent that the Principals' control over us, as well as provisions of our organizational documents, discourage potential takeover attempts that our stockholders may favor.

***An active market for our common stock may not develop.***

Our common stock is currently listed on the American Stock Exchange. We will apply to have our shares of common stock listed on the New York Stock Exchange under the symbol GLG. However, we cannot assure you that our shares will be approved for listing on the New York Stock Exchange or, if approved, that a regular trading market of our shares will develop on that exchange or elsewhere or, if developed, that any market will be sustained. Accordingly, we cannot assure you of the likelihood that an active trading market for our shares will develop or be maintained, the liquidity of any trading market, your ability to sell your shares when desired, or at all, or the prices that you may obtain for your shares.

***The value of our common stock may be adversely affected by market volatility.***

Even if an active trading market develops, the market price of our shares may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume in our shares may fluctuate and cause significant price variations to occur. If the market price of our shares declines significantly, you may be unable to resell your shares at or above your purchase price, if at all. We cannot assure you that the market price of our shares will not fluctuate or decline significantly in the future. Some of the factors that could negatively affect the price of our shares or result in fluctuations in the price or trading volume of our shares include:

variations in our quarterly operating results or dividends;

failure to meet analysts' earnings estimates or failure to meet, or the lowering of, our own earnings guidance;

publication of research reports about us or the investment management industry or the failure of securities analysts to cover our shares after the acquisition;

additions or departures of the Principals and other GLG key personnel;

adverse market reaction to any indebtedness we may incur or securities we may issue in the future;

actions by stockholders;

changes in market valuations of similar companies;

speculation in the press or investment community;

changes or proposed changes in laws or regulations or differing interpretations thereof affecting our business or enforcement of these laws and regulations, or announcements relating to these matters;

adverse publicity about the asset management industry generally or individual scandals, specifically; and

general market and economic conditions.

***We may not be able to pay dividends on our common stock.***

As a holding company, our ability to pay dividends will be subject to the ability of our subsidiaries to provide cash to us. We intend to distribute dividends to our stockholders and/or repurchase our common stock in amounts to be determined by our board of directors. Accordingly, we expect to cause our subsidiaries to make distributions to their stockholders or partners, as applicable, in an amount sufficient to enable us to pay such dividends to our stockholders or make such repurchases, as applicable; however, no assurance can be given that such distributions or stock repurchases will or can be made. Our board can reduce or eliminate our dividend, or decide not to repurchase our common stock, at any time, in its discretion. In addition, our

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subsidiaries will be required to make minimum tax distributions and certain other distributions to their stockholders or partners, as applicable. If our subsidiaries have insufficient funds, we may have to borrow funds or sell assets, which could materially adversely affect our liquidity and financial condition. In addition, our subsidiaries' earnings may be insufficient to enable them to make required minimum tax distributions and certain other distributions to their stockholders or partners, as applicable. There may also be circumstances under which we are restricted from paying dividends or making stock repurchases under our credit facility and under applicable law or regulation.

## **Risks Related to the Acquisition**

***The price of our common stock after the acquisition may be less than what you originally paid for your shares of common stock prior to the acquisition.***

The market for common shares of companies in our industry may be volatile. Our common stock after the acquisition may trade at prices lower than what you originally paid for your corresponding shares of our common stock prior to the acquisition.

***To complete the proposed acquisition, we will incur a large amount of debt, which will limit our ability to fund general corporate requirements and obtain additional financing, limit our flexibility in responding to business opportunities and competitive developments and increase our vulnerability to adverse economic and industry conditions.***

We expect to incur up to \$570.0 million of indebtedness to finance the proposed acquisition, transaction costs, deferred underwriting fees and our operations after the acquisition. As a result of the substantial fixed costs associated with these debt obligations, we expect that:

- a decrease in revenues will result in a disproportionately greater percentage decrease in earnings;

- we may not have sufficient liquidity to fund all of these fixed costs if our revenues decline or costs increase;

- we may have to use our working capital to fund these fixed costs instead of funding general corporate requirements, including capital expenditures; and

- we may not have sufficient liquidity to respond to business opportunities, competitive developments and adverse economic conditions.

These debt obligations may also impair our ability to obtain additional financing, if needed, and our flexibility in the conduct of our business. Moreover, we expect that the terms of our indebtedness will restrict our ability to take certain actions, including the incurrence of additional indebtedness, mergers and acquisitions, investments at the parent company level and asset sales. Our ability to pay the fixed costs associated with our debt obligations will depend on our operating performance and cash flow, which will in turn depend on general economic conditions. A failure to pay interest or indebtedness when due could result in a variety of adverse consequences, including the acceleration of our indebtedness. In such a situation, it is unlikely that we would be able to fulfill our obligations under or repay the accelerated indebtedness or otherwise cover our fixed costs.

***We expect to incur significant costs associated with the acquisition, whether or not the acquisition is completed, which will reduce the amount of cash otherwise available for other corporate purposes.***

We expect to incur significant costs associated with the acquisition, whether or not the acquisition is completed. These costs will reduce the amount of cash otherwise available for other corporate purposes. We estimate that we will incur

direct transaction costs of approximately \$36 million associated with the acquisition, which will be included as a part of the total purchase cost for accounting purposes if the acquisition is completed. There is no assurance that the actual costs may not exceed these estimates. In addition, FA Sub 2 Limited and FA Sub 3 Limited may incur additional material charges reflecting additional costs associated with the acquisition in fiscal quarters subsequent to the quarter in which the acquisition was

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completed. There is no assurance that the significant costs associated with the acquisition will prove to be justified in light of the benefit ultimately realized.

***We do not have any operations, and GLG has never operated as a public company. Fulfilling our obligations as a public company after the acquisition will be expensive and time consuming.***

GLG, as a private company, has not been required to prepare or file periodic and other reports with the U.S. Securities and Exchange Commission, or SEC, under the applicable U.S. federal securities laws or to comply with the requirements of U.S. federal securities laws applicable to public companies, such as Section 404 of the Sarbanes-Oxley Act of 2002. Although GLG maintains separate legal and compliance and internal audit functions, which along with its Chief Operating Officer, report on a day-to-day basis directly to its Co-Chief Executive Officer with further formal reporting to its Management Committee, and we have maintained disclosure controls and procedures and internal control over financial reporting as required under the U.S. federal securities laws with respect to our activities, neither GLG nor Freedom has been required to establish and maintain such disclosure controls and procedures and internal controls over financial reporting as will be required with respect to a public company with substantial operations.

Under the Sarbanes-Oxley Act of 2002 and the related rules and regulations of the SEC, as well as the rules of the American Stock Exchange, where we are currently listed, and the New York Stock Exchange, where we intend to apply for listing if the acquisition is consummated, we will be required to implement additional corporate governance practices and adhere to a variety of reporting requirements and accounting rules. Compliance with these obligations will require significant time and resources from our management and our finance and accounting staff, may require additional staffing and infrastructure and will significantly increase our legal, insurance and financial compliance costs. As a result of the increased costs associated with being a public company after the acquisition, our operating income as a percentage of revenue is likely to be lower.

***We must comply with Section 404 of the Sarbanes-Oxley Act of 2002 in a relatively short timeframe.***

After the acquisition, Section 404 of the Sarbanes-Oxley Act of 2002 will require us to document and test the effectiveness of our internal controls over financial reporting in accordance with an established control framework and to report on our management's conclusion as to the effectiveness of these internal controls over financial reporting beginning with the fiscal year ending December 31, 2007. We will also be required to have an independent registered public accounting firm test the internal controls over financial reporting and report on the effectiveness of such controls for the fiscal year ending December 31, 2007 and subsequent years. In addition, the independent registered public accounting firm will be required to report on management's assessment. Any delays or difficulty in satisfying these requirements could adversely affect future results of operations and our stock price.

We may incur significant costs to comply with these requirements. We may in the future discover areas of internal controls over financial reporting that need improvement, particularly with respect to any businesses acquired in the future. There can be no assurance that remedial measures will result in adequate internal controls over financial reporting in the future. Any failure to implement the required new or improved controls, or difficulties encountered in their implementation, could materially adversely affect our results of operations or could cause us to fail to meet our reporting obligations. If we are unable to conclude that we have effective internal controls over financial reporting, or if our auditors are unable to provide an unqualified report regarding the effectiveness of internal controls over financial reporting as required by Section 404, investors may lose confidence in the reliability of our financial statements, which could result in a decrease in the value of our securities. In addition, failure to comply with Section 404 could potentially subject us to sanctions or investigation by the SEC or other regulatory authorities.





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***The American Stock Exchange may delist our securities, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions.***

Our securities are listed on the American Stock Exchange. We intend to seek to have our securities approved for listing on the New York Stock Exchange following consummation of the acquisition. We cannot assure you that our securities will continue to be listed on the American Stock Exchange, as we might not meet certain continued listing standards such as income from continuing operations, or that our securities will be approved for listing on the New York Stock Exchange. Additionally, until such time as we voluntarily delist from the American Stock Exchange in connection with the acquisition of GLG, the American Stock Exchange may require us to file a new initial listing application and meet its initial listing requirements as opposed to its more lenient continued listing requirements. We cannot assure you that we will be able to meet those initial listing requirements at that time.

If we fail to have our securities listed on the New York Stock Exchange, and the American Stock Exchange delists our securities from trading, we could face significant consequences including:

a limited availability for market quotations for our securities;

reduced liquidity with respect to our securities;

a determination that our common stock is a penny stock which will require brokers trading in our common stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our common stock;

limited amount of news and analyst coverage for our company; and

a decreased ability to issue additional securities or obtain additional financing in the future.

## **Risks Related to a Failure to Consummate the Acquisition**

***If you fail to vote or abstain from voting on the adoption of the acquisition proposal, you may not exercise your redemption rights to redeem your shares of Freedom common stock for a pro rata portion of the aggregate amount then on deposit in the trust account.***

Stockholders holding shares of our common stock issued in our initial public offering who vote against adoption of the acquisition proposal may elect to have Freedom redeem their shares for cash equal to a pro rata portion of the aggregate amount then on deposit in the trust account (net of taxes payable on the interest earned thereon). Stockholders who seek to exercise this redemption right must submit their vote against adoption of the acquisition proposal and their election that Freedom redeem their shares for cash no later than immediately prior to the vote on the acquisition proposal at the special meeting. Any stockholder who fails to vote or who abstains from voting on the acquisition proposal may not exercise his or her redemption rights and will not receive a pro rata portion of the aggregate amount then on deposit in the trust account upon redemption of such stockholder's shares.

***We may have insufficient time or funds to complete an alternate business combination if the acquisition proposal is not adopted by our stockholders or the acquisition is otherwise not completed.***

Pursuant to our certificate of incorporation, among other things, we must complete a business combination with a fair market value of at least 80% of the sum of the balance of the trust account plus the proceeds of the co-investment by certain of our founders at the time of the business combination (excluding deferred underwriting discounts and commissions of approximately \$18.0 million) by June 28, 2008 (or by December 28, 2008 if a letter of intent,

agreement in principle or a definitive agreement has been executed by June 28, 2008 and the business combination relating thereto has not yet been consummated). If we fail to consummate a business combination within the required time frame, we will, in accordance with our certificate of incorporation dissolve, liquidate and wind up. The foregoing requirements are set forth in our certificate of incorporation and may not be eliminated without the vote of our board and the vote of at least a majority of the voting power of our outstanding voting stock. If the acquisition proposal is not adopted by our stockholders, we will not complete the acquisition and may not be able to consummate an alternate business

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combination within the required time frame, either due to insufficient time or insufficient operating funds. If we fail to consummate a business combination within the required time frame, we will be required to commence proceedings to dissolve and liquidate our assets. If we dissolve and liquidate before we consummate a business combination and distribute the trust account, our public stockholders will receive less than the unit offering price in our initial public offering of \$10.00 and our warrants will expire and become worthless.

***You may be held liable for claims by third parties against us to the extent of liquidating distributions received by you.***

We will dissolve and liquidate if we do not complete a business combination by June 28, 2008 (or by December 28, 2008 if a letter of intent, agreement in principle or a definitive agreement has been executed by June 28, 2008 and the business combination relating thereto has not yet been consummated). Under the DGCL, stockholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution conducted in accordance with the DGCL. We do not intend to comply with the procedures set forth in Section 280 of the DGCL, which prescribes various procedures by which stockholder liability may be limited. Because we will not be complying with Section 280, we will seek stockholder approval to comply with Section 281(b) of the DGCL, requiring us to adopt a plan of dissolution that will reasonably provide for our payment of (1) all existing claims, including those that are contingent and are known to us, (2) all pending proceedings to which we are a party and (3) all claims that may be potentially brought against us within the subsequent 10 years based on facts known to us.

However, because we are a blank check company, rather than an operating company, and our operations have been limited to searching for prospective target businesses to acquire, the only likely claims to arise would be from the vendors that we have engaged (such as accountants, lawyers, investment bankers, etc.) and potential target businesses. We have sought to have all vendors that we engage and prospective target businesses execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the trust account. Although we have not received any such agreements, the claims that could be made against us should be significantly limited and the likelihood that any claim that would result in any liability extending to the trust is minimal. If our plan of distribution complies with Section 281(b) of the DGCL, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of such stockholder's pro rata portion of the claim or the amount distributed to the stockholder. Our plan of distribution in compliance with Section 281(b) of the DGCL does not bar stockholder liability for claims not brought in a proceeding before the third anniversary of the dissolution (or such longer period directed by the Delaware Court of Chancery). Accordingly, we cannot assure you that third parties will not seek to recover from our public stockholders amounts owed to them by us.

***If we are unable to consummate a business combination within the prescribed time frames and are forced to dissolve and distribute our assets, you will receive less than \$10.00 per share on distribution of trust account funds and our warrants will expire worthless.***

If we are unable to complete a business combination and must dissolve and liquidate our assets, the per-share liquidating distribution will be less than \$10.00 because of the expenses of our initial public offering, our general and administrative expenses and the costs of seeking a business combination. We expect these costs and expenses to include approximately \$1.7 million for expenses for the due diligence and investigation of a target business or businesses; approximately \$1.7 million for legal, accounting and other expenses associated with structuring, negotiating and documenting an initial business combination; an aggregate of up to \$240,000 for office space, administrative services and secretarial support payable to Berggruen Holdings, Inc., an affiliate of Mr. Berggruen, representing \$10,000 per month; \$125,000 as a reserve for liquidation expenses; \$60,000 for legal and accounting fees relating to our SEC reporting obligations; and approximately \$75,000 for general working capital that will be used for miscellaneous expenses and reserves. If we are unable to conclude an initial business combination and expend all of the net proceeds of our initial public offering, other than the proceeds deposited in the trust account, and without

taking into account interest, if any, earned on the trust account, net of income taxes payable on such interest and net of up to \$3.9 million in

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interest income on the trust account balance previously released to us to fund working capital requirements, the initial per-share liquidation price would be \$9.88, or \$0.12 less than the per-unit offering price of \$10.00. We cannot assure you that the actual per share liquidation price will not be less than \$9.88.

In the event that our board of directors recommends and our stockholders approve our dissolution and the distribution of our assets and it is subsequently determined that our reserves for claims and liabilities to third parties are insufficient, stockholders who receive funds from our trust account could be liable up to such amounts to creditors. Furthermore, our outstanding warrants are not entitled to participate in a liquidating distribution and the warrants will therefore expire and become worthless if we dissolve and liquidate before completing a business combination.

***If third parties bring claims against us, the proceeds held in trust may be reduced and the per share liquidation price received by you will be less than \$9.88 per share.***

Our placing of funds in trust may not protect those funds from third-party claims against us. Although we seek to have all vendors, prospective target businesses or other entities that we engage execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the trust account, not all vendors, prospective target businesses or other entities that we have engaged have executed such agreements, and there is no guarantee that all vendors, prospective target businesses or other entities that we engage in the future (if the acquisition is not completed) will execute such agreements, or if executed, that this will prevent potential contracted parties from making claims against the trust account. Nor is there any guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the trust account for any reason. Accordingly, the proceeds held in trust may be subject to claims which would take priority over the claims of our public stockholders and, as a result, the per-share liquidation price could be less than \$9.88 due to claims of such creditors. If we are unable to complete a business combination and are forced to dissolve and liquidate, each of Messrs. Berggruen and Franklin will, by agreement, be personally liable to ensure that the proceeds in the trust account are not reduced by the claims of prospective target businesses, vendors or other entities that are owed money by us for services rendered or products sold to us. Messrs. Berggruen and Franklin have provided us with documentation showing sufficient liquid assets with which they could meet their respective obligations.

Additionally, if we are forced to file a bankruptcy case or an involuntary bankruptcy case is filed against us which is not dismissed, the funds held in our trust account will be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to claims of third parties with priority over the claims of our public stockholders. To the extent bankruptcy claims deplete the trust account, we cannot assure you that we will be able to return to our public stockholders the liquidation amounts due them.

***If we do not complete a business combination and dissolve, payments from the trust account to you may be delayed.***

We currently believe that any dissolution and plan of distribution subsequent to the expiration of the 18 and 24 month deadlines would proceed in approximately the following manner:

our board of directors would, consistent with its obligations described in our certificate of incorporation and Delaware law, consider a resolution for us to dissolve and consider a plan of distribution which it may then vote to recommend to our stockholders; at such time it would also cause to be prepared a preliminary proxy statement setting out such plan of distribution as well as the board's recommendation of such plan;

upon such deadline, we would file our preliminary proxy statement with the SEC;

if the SEC were not to review the preliminary proxy statement, then, not less than 10 days following the passing of such deadline, we would mail the proxy statement to our stockholders, and 30 days following the passing of such deadline we would convene a meeting of our stockholders, at which they would either approve or reject our dissolution and plan of distribution; and

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if the SEC were to review the preliminary proxy statement, we currently estimate that we would receive their comments 30 days following the passing of such deadline. We would mail the proxy statement to our stockholders following the conclusion of the comment and review process (the length of which we cannot predict with any certainty, and which may be substantial) and we would convene a meeting of our stockholders at which they would either approve or reject our dissolution and plan of distribution.

In the event we seek stockholder approval for our dissolution and plan of distribution and do not obtain such approval, we will nonetheless continue to pursue stockholder approval for our dissolution. Pursuant to the terms of our certificate of incorporation, our powers following the expiration of the permitted time periods for consummating a business combination will automatically thereafter be limited to acts and activities related to dissolving and winding up our affairs, including liquidation. Pursuant to the trust agreement governing such funds, the funds held in our trust account may not be distributed except upon our dissolution and, unless and until the approval of our dissolution is obtained from our stockholders, the funds held in our trust account will not be released (other than in connection with the funding of working capital, a redemption or a business combination as described elsewhere in this proxy statement). Consequently, holders of a majority of our outstanding common stock must approve our dissolution in order to receive the funds held in our trust account and the funds will not be available for any other corporate purpose.

These procedures, or a vote to reject any dissolution and plan of distribution by our stockholders, may result in substantial delays in the liquidation of our trust account to our public stockholders as part of our plan of distribution.

***Our current directors either directly or beneficially own shares of common stock and warrants and have other interests in the acquisition that are different from and in addition to yours. If the acquisition is not approved, the securities held by them will become worthless.***

Our sponsors, Berggruen Holdings and Marlin Equities, have agreed to act together for the purpose of acquiring, holding, voting or disposing of our shares of common stock and are deemed to be a group for reporting purposes under the Exchange Act of 1934. As of June 30, 2007, our sponsors and their affiliates beneficially own, in the aggregate, 18.3% of our issued and outstanding shares of common stock (5.6%, in the aggregate, upon consummation of the co-investment and the acquisition). Messrs. Berggruen and Franklin are each deemed to beneficially own 9.1% of the issued and outstanding shares of our common stock (2.8% upon consummation of the co-investment and the acquisition). All of the shares of our common stock that they are deemed to beneficially own and control are owned indirectly through their respective affiliates. In addition, Berggruen Holdings and Marlin Equities have entered into a founders agreement with certain of the GLG Shareowners that requires them to vote for the adoption of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

Our founders beneficially own warrants to purchase 16,500,003 shares of our common stock (21,500,003 shares of our common stock including the co-investment warrants to be purchased by our sponsors immediately prior to our consummation of a business combination). Of these warrants, 12,000,003 were purchased by our founders in a private placement for an aggregate purchase price of \$25,000, and 4,500,000 were purchased by our sponsors for \$4.5 million immediately prior to the consummation of our initial public offering. In light of the amount of consideration paid, our founders will likely benefit from the consummation of the acquisition, even if the acquisition causes the market price of our securities to significantly decrease. Furthermore, the \$4.5 million purchase price of the 4,500,000 sponsors warrants will be included in the working capital that is distributed to our public stockholders in the event of our dissolution and liquidation. This may influence their motivation for promoting the acquisition and/or soliciting proxies for the adoption of the acquisition proposal. Our common stock and warrants had an aggregate market value (without taking into account any discount due to the restricted nature of such securities) of \$ based on the closing sale prices of \$ and \$ , respectively, on the American Stock Exchange on the record date. These securities are subject to



lock-up agreements and, subject to certain exceptions, may not be sold, assigned or transferred until at least one year after we consummate a business combination, and our founders have waived any rights to receive any liquidation proceeds that may be distributed upon our liquidation in

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respect of shares they acquired prior to our initial public offering. Therefore, if the acquisition proposal is not adopted and we are required to commence proceedings to dissolve and liquidate, the shares and warrants held directly or beneficially by our founders will be worthless.

In addition, if we dissolve and liquidate prior to the consummation of a business combination, Messrs. Berggruen and Franklin, pursuant to certain written agreements executed in connection with our initial public offering, will be personally liable to ensure that the proceeds in the trust account are not reduced by the claims of various vendors that are owed money by us for services rendered or products sold to us and target businesses who have entered into written agreements, such as a letter of intent or confidentiality agreement, with us and who have not waived all of their rights to make claims against the proceeds in the trust account. These personal and financial interests of our directors and officer may have influenced their decision as members of our board of directors to approve the acquisition proposal. In considering the recommendations of our board of directors to vote for the acquisition proposal, the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal, you should consider these interests. Additionally, the exercise of our directors' discretion in agreeing to changes or waivers in the terms of the acquisition may result in a conflict of interest when determining whether such changes or waivers are appropriate and in our stockholders' best interest.

***Unless we complete a business combination, Mr. Berggruen and our other directors will not receive reimbursement for any out-of-pocket expenses they incur if such expenses exceed the amount of our available cash which is not in the trust account. Therefore, they may have a conflict of interest in determining whether GLG is appropriate for a business combination and in the public stockholders' best interest.***

Mr. Berggruen and our other directors will not receive reimbursement for any out-of-pocket expenses incurred by them to the extent such expenses exceed the amount not required to be retained in the trust account, unless the acquisition is consummated. Mr. Berggruen and our other directors have, as part of the acquisition, negotiated the repayment of some or all of any such expenses. The financial interest of Mr. Berggruen and our other directors could influence their motivation in selecting the acquisition and thus, there may be a conflict of interest when determining whether a particular business combination is in the stockholders' best interest. In addition, the proceeds we receive from the co-investment may be used to repay the expenses for which Mr. Berggruen and our other directors may negotiate repayment as part of our business combination.

***If we are unable to maintain a current prospectus relating to the common stock underlying our warrants, our warrants may have little or no value and the market for our warrants may be limited.***

No warrants will be exercisable, and we will not be obligated to issue shares of common stock upon exercise of warrants by a holder unless, at the time of such exercise, we have a registration statement under the Securities Act of 1933, in effect covering the shares of common stock issuable upon the exercise of the warrants and a current prospectus relating to that common stock. We have agreed to use our best efforts to have a registration statement in effect covering shares of common stock issuable upon exercise of the warrants from the date the warrants become exercisable and to maintain a current prospectus relating to that common stock until the warrants expire or are redeemed. However, we cannot assure you that we will be able to do so. In addition, we may determine to exercise our right to redeem the outstanding warrants while a current prospectus relating to the common stock issuable upon exercise of the warrants is not available, in which case the warrants will not be exercisable prior to their redemption. Additionally, we have no obligation to settle the warrants for cash in the absence of an effective registration statement or under any other circumstances. The warrants may be deprived of any value, the market for the warrants may be limited and the holders of warrants may not be able to exercise their warrants if there is no registration statement in effect covering the shares of common stock issuable upon the exercise of the warrants or the prospectus relating to the common stock issuable upon the exercise of the warrants is not current.



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***We may choose to redeem our outstanding warrants at a time that is disadvantageous to our warrant holders.***

We may redeem the warrants issued as a part of our units at any time after the warrants become exercisable in whole and not in part, at a price of \$0.01 per warrant, upon a minimum of 30 days prior written notice of redemption, if and only if, the last sales price of our common stock equals or exceeds \$14.25 per share for any 20 trading days within a 30-trading day period ending three business days before we send the notice of redemption. Redemption of the warrants could force the warrant holders (1) to exercise the warrants and pay the exercise price therefor at a time when it may be disadvantageous for the holders to do so, (2) to sell the warrants at the then current market price when they might otherwise wish to hold the warrants or (3) to accept the nominal redemption price which, at the time the warrants are called for redemption, is likely to be substantially less than the market value of the warrants.

***Our outstanding warrants may be exercised in the future, which would increase the number of shares eligible for future resale in the public market and result in dilution to our stockholders. This might have an adverse effect on the market price of our common stock.***

Excluding 21,500,003 warrants beneficially owned by our founders (which includes 5,000,000 co-investment warrants), outstanding redeemable warrants to purchase an aggregate of 52,800,000 shares of common stock (100% of outstanding shares not held by our founders) will become exercisable after the later of the consummation of the acquisition or of another business combination, or December 28, 2007. These warrants would only be exercised if the \$7.50 per share exercise price is below the market price of our common stock. To the extent they are exercised, additional shares of our common stock will be issued, which will result in dilution to our stockholders and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of our shares.

**Risks Related to Taxation**

***Our effective income tax rate depends on various factors and may increase as our business expands into countries with higher tax rates.***

There can be no assurance that we will continue to have a low effective income tax rate. We are a U.S. corporation that is subject to the U.S. corporate income tax on its taxable income. Our low expected effective tax rate after the acquisition is primarily attributable to the asset basis step-up resulting from the acquisition and the associated 15-year goodwill amortization deduction for U.S. tax purposes. Going forward, our effective income tax rate will be a function of our overall earnings, the income tax rates in the jurisdictions in which our entities do business, the type and relative amount of income earned by our entities in these jurisdictions and the timing of repatriation of profits back to the United States in the form of dividends. We expect that our effective income tax rate may increase as our business expands into countries with higher tax rates. In addition, allocation of income among business activities and entities is subject to detailed and complex rules and depends on the facts and circumstances. No assurance can be given that the facts and circumstances or the rules will not change from year to year or that taxing authorities will not be able to successfully challenge such allocations.

***U.S. persons who own 10% or more of our voting stock may be subject to higher U.S. tax rates on a sale of the stock.***

U.S. persons who hold 10% or more (actually and/or constructively) of the total combined voting power of all classes of our voting stock may on the sale of the stock be subject to U.S. tax at ordinary income tax rates (rather than at capital gain tax rates) on the portion of their taxable gain attributed to undistributed offshore earnings. This would be the result if we are treated (for U.S. federal income tax purposes) as principally availed to hold the stock of foreign corporation(s) and the stock ownership in us satisfies the stock ownership test for determining controlled foreign

corporation (CFC) status (determined as if we were a foreign corporation). A foreign corporation is a CFC if, for an uninterrupted period of 30 days or more during any taxable year, more than 50% of its stock (by vote or value) is owned by 10% U.S. Shareholders . A

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U.S. person is a 10% U.S. Shareholder if such person owns (actually and/or constructively) 10% or more of the total combined voting power of all classes of stock entitled to vote of such corporation. Following the acquisition, approximately 32.0% of our stock will be treated as directly or constructively owned by 10% U.S. Shareholders. Therefore, any U.S. person who considers acquiring (directly, indirectly and/or constructively) 10% or more of our outstanding stock should first consult with his or her tax advisor.

***Our U.K. tax liability will be higher if the interest expense incurred by FA Sub 3 Limited cannot be fully utilized for U.K. tax purposes.***

FA Sub 3 Limited is incurring debt to finance the acquisition and will be claiming a deduction for U.K. tax purposes for the interest expense incurred on such debt. If the interest expense incurred by FA Sub 3 Limited cannot be fully utilized for U.K. tax purposes against U.K. income, our U.K. tax liability might increase significantly. See also Our tax position might change as a result of a change in tax laws. below for a discussion of U.K. government proposals on interest deductibility.

***Our tax position might change as a result of a change in tax laws.***

Since we operate our business in the United Kingdom, the United States and internationally, we are subject to many different tax laws. Tax laws (and the interpretations of tax laws by taxing authorities) are subject to frequent change, sometimes retroactively. There can be no assurance that any such changes in the tax laws applicable to us will not adversely affect our tax position.

The U.K. government has recently published proposals with regard to the deductibility of interest expense incurred by U.K. tax resident entities. No assurances can be given that the U.K. government will not enact legislation that restricts the ability of FA Sub 3 Limited to claim a tax deduction for the full amount of its interest expense.

The U.S. Congress is considering changes to U.S. income tax laws which would increase the U.S. income tax rate imposed on carried interest earnings and would subject to U.S. corporate income tax certain publicly held private equity firms and hedge funds structured as partnerships (for U.S. federal income tax purposes). These changes would not apply to us because Freedom is already taxed in the United States as a U.S. corporation and GLG earns fee income and does not receive a carried interest. No assurances can be given that the U.S. Congress might not enact other tax law changes that would adversely affect us.

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**FORWARD-LOOKING STATEMENTS**

This proxy statement includes forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Our forward-looking statements include, but are not limited to, statements regarding our expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words anticipates, believe, continue, could, estimate, expect, may, might, plan, possible, potential, predict, project, should, would and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements contained in this proxy statement are based on our current expectations and beliefs concerning future developments and their potential effects on us and speak only as of the date of such statement. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described under the heading Risk Factors and the following:

Freedom's ability to complete a combination with one or more target businesses, including the acquisition of GLG;

Freedom's success in retaining or recruiting, or changes required in, its management or directors following a business combination;

Freedom's potential inability to obtain additional financing to complete the acquisition;

Freedom's limited pool of prospective target businesses, including if the acquisition fails to close;

the change in control of Freedom once the acquisition is consummated;

public securities' limited liquidity and trading;

the delisting of Freedom's securities from the American Stock Exchange or an inability to have Freedom's securities listed on the American Stock Exchange, the New York Stock Exchange or another exchange following the consummation of the acquisition;

use of proceeds not in trust or available to Freedom from interest income on the trust account balance;

financial performance;

market conditions for GLG's investment funds;

investment performance of GLG's investment funds and the related performance fee revenue and impact on fund inflows and outflows;

operational risk; or

risks associated with the use of leverage, investment in derivatives, interest rates and currency fluctuations.

Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable law.



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**THE FREEDOM SPECIAL MEETING**

**The Freedom Special Meeting**

Freedom is furnishing this proxy statement to you as part of the solicitation of proxies by the Freedom board of directors for use at the special meeting in connection with the proposed acquisition, the pre-closing and post-closing amendments to our certificate of incorporation, the adoption of the LTIP and the adjournment proposal.

**Date, Time and Place**

The special meeting will be held at :00 a.m./p.m., Eastern Time, on \_\_\_\_\_, 2007, at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166, to vote on each of the acquisition, the pre-closing and post-closing amendments to our certificate of incorporation, the adoption of the LTIP and, if necessary, the adjournment proposal.

**Purpose of the Special Meeting**

At the special meeting, the holders of Freedom common stock are being asked to:

approve the acquisition of GLG by Freedom pursuant to a purchase agreement by and among Freedom, FA Sub 1 Limited, FA Sub 2 Limited, FA Sub 3 Limited and the GLG Shareowners;

approve four proposals to amend the certificate of incorporation immediately prior to the consummation of the acquisition to:

change Freedom's name from Freedom Acquisition Holdings, Inc. to GLG Partners, Inc. ;

increase the number of authorized shares of Freedom capital stock from 201,000,000 shares to 1,150,000,000 shares, including:

increasing the authorized shares of Freedom common stock from 200,000,000 to 1,000,000,000 shares; and

increasing the authorized shares of Freedom preferred stock from 1,000,000 to 150,000,000 shares, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions;

increase from the affirmative vote of a majority of the quorum present at the meeting or a majority of the outstanding shares of Freedom common stock, as the case may be, to the affirmative vote of at least 662/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to (1) adopt, alter, amend or repeal the by-laws, (2) remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, and (3) amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those

provisions; and

amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments;

approve a proposal to amend the certificate of incorporation to remove, effective after the consummation of the acquisition, (1) certain provisions of Article Third and Article Fourth, paragraph B and (2) the entirety of Article Fifth of the certificate of incorporation, all of which relate to the operation of Freedom as a blank check company prior to the consummation of a business combination, and to add provisions regarding dividends and distributions;

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approve the adoption of the LTIP; and

authorize the adjournment of the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event there are insufficient votes at the time of the special meeting to adopt the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal.

**Recommendation of the Freedom Board of Directors**

The Freedom board of directors:

has unanimously determined that the proposed acquisition, amendments to our certificate of incorporation, adoption of the LTIP and adjournment proposal are fair to, and in the best interests of, Freedom and its stockholders;

has determined that the fair market value of GLG is equal to or greater than 80% of the value of the net assets of Freedom plus the proceeds of the co-investment by our sponsors (excluding underwriting discounts and commissions of approximately \$18.0 million);

has unanimously approved and declared advisable the acquisition, the amendments to our certificate of incorporation, the adoption of the LTIP and the adjournment proposal; and

unanimously recommends that the holders of Freedom common stock vote **FOR** the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

**Record Date; Who is Entitled to Vote**

The record date for the special meeting is August 1, 2007. Record holders of Freedom common stock at the close of business on the record date are entitled to vote or have their votes cast at the special meeting. On the record date, there were 64,800,003 outstanding shares of Freedom common stock.

Each share of Freedom common stock is entitled to one vote per share at the special meeting. The holders of common stock acquired in its initial public offering or afterwards are free to vote such shares in their discretion.

Any shares of Freedom common stock purchased by its founders prior to its initial public offering will be voted in accordance with the majority of the votes cast at the special meeting and any shares of Freedom common stock purchased by its founders in or following the initial public offering will be voted in favor of the acquisition proposal. In addition, Berggruen Holdings and Marlin Equities, which beneficially own approximately 18.3% of the outstanding shares of Freedom common stock, have entered into a founders agreement with certain of the GLG Shareowners that requires them to vote for the adoption of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

Freedom's issued and outstanding warrants do not have voting rights and record holders of Freedom warrants will not be entitled to vote at the special meeting.

**Voting Your Shares**

Each share of Freedom common stock that you own in your name entitles you to one vote. Your proxy card shows the number of shares of Freedom common stock that you own.

There are two ways to vote your shares of Freedom common stock at the special meeting:

You can vote by signing and returning the enclosed proxy card. If you vote by proxy card, your proxy, whose name is listed on the proxy card, will vote your shares as you instruct on the proxy card. If you sign and return the proxy card, but do not give instructions on how to vote your shares, your shares will be voted, as recommended by the Freedom board, FOR the approval of the

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acquisition proposal, each of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

You can attend the special meeting and vote in person. Freedom will give you a ballot when you arrive. However, if your shares are held in the name of your broker, bank or another nominee, you must get a proxy from the broker, bank or other nominee. That is the only way Freedom can be sure that the broker, bank or nominee has not already voted your shares.

## **Who Can Answer Your Questions About Voting Your Shares**

If you have any questions about how to vote or direct a vote in respect of your Freedom common stock, you may call \_\_\_\_\_ at \_\_\_\_\_.

## **No Additional Matters May Be Presented at the Special Meeting**

This special meeting has been called only to consider the approval of the acquisition, the pre-closing and post-closing amendments to Freedom's certificate of incorporation, the LTIP and the adjournment proposal. Under Freedom's by-laws, no other matters may be considered at the special meeting if they are not included in the notice of the meeting.

## **Revoking Your Proxy**

If you give a proxy, you may revoke it at any time before it is exercised by doing any one of the following:

You may send another proxy card with a later date;

You may notify \_\_\_\_\_, addressed to Freedom, in writing before the special meeting that you have revoked your proxy; and

You may attend the special meeting, revoke your proxy and vote in person.

## **Vote Required**

The affirmative vote of a majority of the shares of Freedom common stock outstanding as of the record date is required to approve the acquisition proposal, provided that the holders of less than 20% of the shares of Freedom common stock that were issued in its initial public offering vote against the acquisition proposal and elect a redemption of their shares.

Assuming the acquisition proposal is approved by Freedom stockholders, the affirmative vote of a majority of the shares of Freedom common stock outstanding as of the record date is required to approve each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal.

The adoption of the incentive plan proposal and the adjournment proposal will require the affirmative vote of a majority of the shares of Freedom common stock represented in person or by proxy and entitled to vote thereon at the special meeting.

## **Abstentions and Broker Non-Votes**

If you abstain from voting, it will have the same effect as a vote AGAINST : (1) the acquisition proposal (but will not have the effect of redeeming your shares for a pro rata portion of the trust account in which a substantial portion of the net proceeds of our initial public offering are held, unless an affirmative election voting against the proposal is made and an affirmative election to redeem such shares of common stock is made on the proxy card); (2) each of the pre-closing certificate amendment proposals; (3) the post-closing certificate amendment proposal; (4) the incentive plan proposal; and (5) the adjournment proposal.

A failure to vote by not returning a signed proxy card will have no impact upon the approval of the matters referred to in (4) and (5) above, but, as the acquisition proposal, each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal requires the affirmative vote of a

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majority of Freedom common stock, a failure to vote will have the effect of a vote against such acquisition and certificate amendments. Failure to vote will not have the effect of electing to redeem your shares for a pro rata portion of the trust account.

If your broker holds your shares in its name and you do not give the broker voting instructions, under the applicable stock exchange rules, your broker may not vote your shares on the acquisition proposal, the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal or the incentive plan proposal. If you do not give your broker voting instructions and the broker does not vote your shares, this is referred to as a broker non-vote. Abstentions and broker non-votes are counted for purposes of determining the presence of a quorum. Broker non-votes will have the same effect as votes AGAINST the acquisition proposal, each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal, but will not be counted towards the vote total for the incentive plan proposal. However, a broker non-vote that has the effect of voting against the acquisition proposal will not have the effect of electing to redeem your shares for a pro rata portion of the trust account.

## **Redemption Rights**

Any stockholder of Freedom holding shares of common stock issued in its initial public offering who votes against the acquisition proposal may, at the same time, elect that Freedom redeem its shares for a pro rata portion of the trust account. Stockholders who seek to exercise this redemption right must submit their vote against adoption of the acquisition proposal and their election to have Freedom redeem their shares for cash no later than immediately prior to the vote on the acquisition proposal at the special meeting. If so elected, Freedom will redeem these shares for a pro rata portion of funds held in the trust account, which consists of approximately \$521.5 million, as of June 30, 2007 (and includes a substantial portion of the net proceeds from Freedom's initial public offering and sale of the sponsors warrants) plus interest earned thereon after such date, if the acquisition is consummated. If the holders of 20%, or 10,560,000, or more shares of Freedom common stock issued in our initial public offering vote against the acquisition proposal and elect to have Freedom redeem their shares into a pro rata portion of the trust account, Freedom will not be able to consummate the acquisition, regardless of whether a majority of the outstanding shares of Freedom common stock vote in favor of the acquisition proposal. Based on the amount of cash held in the trust account as of June 30, 2007, without taking into account any interest accrued after such date, you will be entitled to elect to have Freedom redeem each share of Freedom common stock that you hold for approximately \$9.88 per share. If the acquisition is not consummated, Freedom will continue to search for a business combination and no stockholder will be redeemed. However, Freedom will be liquidated if (1) it does not consummate a business combination by June 28, 2008, or (2) a letter of intent, agreement in principle or definitive agreement is executed by June 28, 2008 but a business combination is not consummated by December 28, 2008. In any liquidation, the net proceeds of our initial public offering held in the trust account, plus any interest earned thereon, will be distributed on a pro rata basis to the holders of Freedom common stock who purchased their shares in Freedom's initial public offering or thereafter.

If you properly exercise your redemption rights, then you will be exchanging your redemption election shares for cash and will no longer own these shares. You will only be entitled to receive cash for these shares if you continue to hold these shares through the closing date of the acquisition. You will be required, whether you are a record holder or hold your shares in street name, to either tender your certificates to our transfer agent at any time through the vote on the acquisition or to deliver your shares to the transfer agent electronically using Depository Trust Company's DWAC System, at your option. There is a nominal cost associated with this tendering process and the act of certificating the shares or delivering them through the DWAC system. The transfer agent will typically charge the tendering broker \$35, and the broker may or may not pass this cost on to you.

You will have sufficient time from the time we send out this proxy statement through the time of the vote on the acquisition proposal to deliver your shares if you wish to exercise your redemption rights. This time period will vary depending on the specific facts of each transaction. However, as the delivery process can be accomplished by you,

whether or not you are a record holder or your shares are held in street name , within



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a day, by simply contacting the transfer agent or your broker and requesting delivery of your shares through the DWAC System, we believe this time period is sufficient for an average investor.

Any request for redemption, once made, may be withdrawn at any time up to immediately prior to the vote on the acquisition proposal at the special meeting (or any adjournment or postponement thereof). Furthermore, if you delivered a certificate for redemption and subsequently decided prior to the meeting not to elect redemption, you may simply request that the transfer agent return the certificate (physically or electronically) to you.

The closing price of Freedom common stock on \_\_\_\_\_, 2007, the most recent trading day practicable before the date of this proxy statement, was \$ \_\_\_\_\_ and the amount of cash held in the trust account was approximately \$521.5 million as of June 30, 2007, plus interest accrued thereon after such date. If you would have elected to exercise your redemption rights on such date, without taking into account any interest accrued after such date, then you would have been entitled to receive \$9.88 per share. Prior to exercising redemption rights, you should verify the market price of Freedom common stock as you may receive higher proceeds from the sale of your common stock in the public market than from exercising your redemption rights. As of \_\_\_\_\_, 2007, the market price of \$ \_\_\_\_\_ per share was higher than the amount which would be received upon redemption.

## **Solicitation Costs**

Freedom is soliciting proxies on behalf of the Freedom board of directors. This solicitation is being made by mail but also may be made by telephone or in person. Freedom and its officers and directors may also solicit proxies in person, by telephone or by other electronic means, and in the event of such solicitations, the information provided will be consistent with this proxy statement and enclosed proxy card. These persons will not be paid for soliciting proxies. Freedom will ask banks, brokers and other institutions, nominees and fiduciaries to forward its proxy statement materials to their principals and to obtain their authority to execute proxies and voting instructions. Freedom will reimburse them for their reasonable expenses. Freedom has engaged \_\_\_\_\_ to solicit proxies for the special meeting. Freedom is paying approximately \$ \_\_\_\_\_ for solicitation services, which amount includes a \$ \_\_\_\_\_ fixed solicitation fee and a per call fee estimated in the aggregate to be equal to \$ \_\_\_\_\_.

## **Stock Ownership**

Freedom's founders, including all its directors, and their respective affiliates, who purchased or received shares of common stock prior to its initial public offering and as of the record date, beneficially own an aggregate of approximately 18.5% of the outstanding shares of Freedom common stock. All of such stockholders have agreed (1) to vote their shares of common stock acquired prior to Freedom's initial public offering in accordance with the vote of the majority in interest of all other Freedom stockholders on the acquisition proposal and (2) to vote any shares of common stock purchased in our initial public offering FOR the acquisition proposal. In addition, Berggruen Holdings and Marlin Equities, which beneficially own approximately 18.3% of the outstanding shares of Freedom common stock, have entered into a founders agreement with certain of the GLG Shareowners that requires them to vote FOR the adoption of the pre-closing certificate amendment proposals, the post-closing certificate amendment proposal, the incentive plan proposal and, if necessary, the adjournment proposal.

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**THE ACQUISITION PROPOSAL**

**Proposal**

Pursuant to the purchase agreement, dated as of June 22, 2007, by and among Freedom, certain wholly owned subsidiaries of Freedom and the GLG Shareowners, Freedom is proposing to acquire all of the outstanding equity interests of GLG Partners Limited, GLG Holdings Limited, Mount Granite Limited, Albacrest Corporation, Liberty Peak Ltd., GLG Partners Services Limited, Mount Garnet Limited, Betapoint Corporation, Knox Pines Ltd., GLG Partners Asset Management Limited and GLG Partners (Cayman) Limited (each, an Acquired Company and collectively, the Acquired Companies ). As a result of this acquisition, Freedom will own and operate the combined business and operations of the Acquired Companies and certain of their subsidiaries and affiliates, including GLG Partners LP, GLG Partners Services LP, Laurel Heights LLP and Lavender Heights LLP. The purchase price for the acquisition will be a combination of cash, promissory notes and capital stock of Freedom and certain Freedom subsidiaries, as described in further detail under The Acquisition General Purchase Price below.

**Interests of Freedom Directors and Officers in the Acquisition**

In considering the recommendation of the board of directors of Freedom to vote FOR the acquisition proposal, you should be aware that all of the members of the Freedom board have agreements or arrangements that provide them with interests in the acquisition that differ from, or are in addition to, those of Freedom stockholders generally. In particular:

if the acquisition is not approved and Freedom fails to consummate an alternative transaction within the time allotted pursuant to its certificate of incorporation and Freedom is therefore required to liquidate, the shares of common stock and warrants held by Freedom s founders will be worthless because Freedom s founders are not entitled to receive any of the net proceeds of Freedom s initial public offering that may be distributed upon liquidation of Freedom. Freedom s founders beneficially own a total of 12,000,003 shares of Freedom common stock that have a market value of \$ based on Freedom s share price of \$ as of , 2007. Freedom s sponsors also beneficially own warrants to purchase 16,500,003 shares of Freedom common stock that have a market value of \$ based on Freedom s warrant price of \$ as of , 2007. However, as Freedom s founders are contractually prohibited from selling their shares of Freedom common stock prior to June 28, 2008, during which time the value of the shares may increase or decrease, it is impossible to determine what the financial impact of the acquisition will be on Freedom s founders; and

it is currently anticipated that Nicolas Berggruen, Martin E. Franklin, James N. Hauslein and William P. Lauder, each of whom is a current director of Freedom, will continue as directors of Freedom.

The table below shows the amount that the units (consisting of shares and warrants) and the warrants beneficially owned by the directors and officers of Freedom (after giving effect to the co-investment by Freedom s sponsors) would be worth upon consummation of the acquisition and the unrealized profit from such securities based on an assumed market price of the units and the warrants of Freedom of \$ and \$ , respectively.

Beneficially Owned	Units(a)		Unrealized Value	Profit	Beneficially Owned	Warrants(b)		Unrealized Value	Profit
	Amount Paid					Amount Paid			

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Nicolas Berggruen	7,423,200	\$ 2,512,340	\$	\$	2,250,000	\$ 2,250,000	\$	\$
Martin E. Franklin	7,423,200	2,512,340			2,250,000	2,250,000		
James N. Hauslein	51,201	106						
William P. Lauder	51,201	106						
Herbert A. Morey	51,201	106						
Jared Bluestein								
Total	15,000,003	\$ 5,024,998	\$	\$	4,500,000	\$ 4,500,000	\$	\$

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- (a) The purchase price per unit for the founders' units was \$0.00208 per unit and for the co-investment units is \$10.00 per unit. Each of these stockholders has agreed, subject to exceptions, not to transfer, assign or sell these shares until one year after we consummate a business combination.
- (b) Excludes warrants included in the units.

## **Freedom's Reasons for the Acquisition and Recommendation of the Freedom Board**

Freedom has been in search of a business combination partner since its initial public offering occurred in December 2006. Freedom's board of directors believes that GLG presents a unique opportunity for Freedom. Freedom's board of directors is attracted to GLG because of its variety of investment products, its advisory services, growth prospects and investment management team, among other factors. As a result, Freedom believes that the acquisition of GLG will provide Freedom stockholders with an opportunity to acquire, and participate in, a company with significant growth potential, particularly as its business continues to grow and expand into the United States and other dynamic global markets.

## **Acquisition Financing**

In order to finance the acquisition of GLG, Freedom will (1) use up to \$553.5 million of the proceeds from its initial public offering (after giving effect to the \$50.0 million co-investment by its sponsors) and (2) borrow up to \$570.0 million from a third-party lender to obtain the \$1.0 billion in cash (less the amount of Notes issued) necessary to pay the cash portion of the purchase price to the GLG Shareowners. The available cash will be reduced by amounts necessary to pay for any redemption rights exercised by Freedom stockholders.

## **Appraisal or Dissenters' Rights**

No appraisal or dissenters' rights are available under the DGCL for the stockholders of Freedom in connection with the acquisition proposal.

## **U.S. Federal Income Tax Consequences of the Acquisition**

As the stockholders of Freedom are not receiving any consideration or exchanging any of their outstanding securities in connection with the acquisition of GLG, and are simply being asked to vote on the matters, it is not expected that the stockholders will have any tax related issues as a result of voting on these matters. However, if you vote against the acquisition proposal, elect a redemption of your shares of Freedom for your pro rata portion of the trust account and the acquisition is consummated and as a result you receive cash in exchange for your Freedom common stock, there may be certain tax consequences, such as possibly realizing a loss on your investment in Freedom common stock. **WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS REGARDING YOUR PARTICULAR TAX CONSEQUENCES.**

## **Regulatory Matters**

The acquisition and the transactions contemplated by the purchase agreement are not subject to any U.S. federal or state regulatory requirement or approval, except for filings, if any, that may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and filings necessary to effectuate the transactions contemplated by the acquisition proposal, the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal with the Secretary of State of the State of Delaware, and filings for the proposed listing on the New York Stock Exchange.

In the United Kingdom, the FSMA requires that any person who proposes to take a step that would result in his acquiring control (as such term is defined in the FSMA) over a U.K. authorized person (such as GLG Partners LP) must notify the FSA and obtain the FSA's prior approval to the proposal. The FSA has three months in which to rule upon such an application.

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The prior approval of the IFSRA will be required for the change in ownership of GLG Partners Asset Management Limited which acts as manager of the GLG Funds authorized in Ireland and for the change in ownership of GLG Partners LP, which acts as promoter and investment manager of the GLG Funds authorized in Ireland.

The prior approval of CIMA will be required for the change in ownership of GLG Partners (Cayman) Limited, which acts as manager of the GLG Funds incorporated in the Cayman Islands. Although no prior approval is required, notification of the change in ownership of GLG Partners Services LP and GLG Partners Services Limited will be required to be provided to the Cayman Islands Trade and Business Licencing Board following the acquisition and the transactions contemplated by the purchase agreement.

## **Necessity of Stockholder Approval**

Because of provisions in Freedom's certificate of incorporation and the fact that the acquisition proposal involves the issuance by Freedom of shares of common stock that would represent more than 20% of our currently outstanding common stock, stockholder approval of the acquisition proposal is required to maintain our listing on the American Stock Exchange. The number of shares of Freedom common stock outstanding on June 30, 2007 was 64,800,003. The purchase agreement provides for the issuance of 230,000,000 shares of Freedom common stock for the acquisition of the Acquired Companies and such issuance is greater than the American Stock Exchange 20% limitation. Pursuant to the purchase agreement, a condition to issuance of additional shares is the approval of the authorized share proposal. Accordingly, if the authorized share proposal is not approved, then the acquisition will not be completed.

## **Consequences If Acquisition Proposal Is Not Approved**

If the acquisition proposal is not approved by the stockholders, Freedom will not acquire GLG and Freedom will continue to seek other potential business combinations. The board of directors of Freedom may abandon each of the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal, notwithstanding stockholder approval of such proposals, without further action by Freedom's stockholders, if the acquisition proposal is not approved. We anticipate that the Freedom board of directors will abandon each of the pre-closing and post-closing certificate amendments and not consummate the incentive plan proposal if the acquisition proposal is not approved. In such an event, there is no assurance, and management of Freedom believes, that it is unlikely that Freedom will have the time, resources or capital available to find a suitable business combination partner before (1) the proceeds in the trust account are liquidated to holders of shares purchased in its initial public offering and (2) Freedom is dissolved pursuant to the trust agreement and in accordance with Freedom's certificate of incorporation.

## **Required Vote**

Approval of the acquisition proposal will require the affirmative vote of a majority of the outstanding shares of Freedom common stock at the record date. In addition, each Freedom stockholder that holds shares of common stock issued in its initial public offering has the right to vote against the acquisition proposal and, at the same time, elect that Freedom redeem such stockholder's shares for cash equal to a pro rata portion of the trust account in which a substantial portion of the net proceeds of our initial public offering is deposited. These shares will be redeemed for cash only if the acquisition is completed and the stockholder requesting redemption holds such shares until the date the acquisition is consummated. However, if the holders of 10,560,000 or more shares of Freedom common stock issued in our initial public offering, an amount equal to 20% or more of the total number of shares issued in our initial public offering, vote against the acquisition and elect redemption of their shares for a pro rata portion of the trust account, then Freedom will not be able to consummate the acquisition, regardless of whether a majority of the outstanding shares of Freedom common stock vote in favor of the acquisition proposal. Abstentions and broker non-votes will have the same effect as a vote against the acquisition proposal.



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**Recommendation**

The board of directors has determined unanimously that the acquisition is fair to, and in the best interests of, Freedom and its stockholders and that it is in the best interests of Freedom that the stockholders approve the acquisition proposal.

The foregoing discussion of the information and factors considered by the Freedom board of directors is not meant to be exhaustive, but includes the material information and factors considered by the Freedom board of directors.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR THE ACQUISITION PROPOSAL.**



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**THE ACQUISITION**

**General**

The Freedom Group is acquiring all the outstanding equity interests of the Acquired Companies, through a series of related transactions, in exchange for cash, stock and debt, as described below. In this proxy statement, we refer to the equity interest of the Acquired Companies that the Freedom Group will acquire as the Purchased Shares . In some cases, the Acquired Companies are holding companies, without independent operations, and in other cases they are operating businesses. We use the term GLG to refer to the business and operations of all the Acquired Companies and their subsidiaries and affiliates that will be directly or indirectly acquired by the Freedom Group. We use the term GLG Funds to refer to the investment funds that GLG manages, operates and advises. The GLG Funds are not Acquired Companies or otherwise treated as assets that the Freedom Group will acquire under the purchase agreement. Freedom will not acquire all the outstanding equity interests of certain subsidiaries and affiliates of the Acquired Companies, nor will it own GLG Inc. as a result of the acquisition.

***Purchase Price***

The purchase price for GLG is approximately \$3.4 billion, based on the closing price of Freedom common stock on June 22, 2007, subject to adjustment as described below. The initial purchase price will be paid as follows:

*Cash:* Up to \$1.0 billion of the purchase price will be paid in cash. The actual amount will depend on the extent to which two of the GLG Shareowners elect to have a portion of the purchase price paid in Notes (as described below). The amount of cash paid will be reduced, dollar-for-dollar, by the principal amount of any Notes issued to pay the purchase price. The cash portion of the purchase price will be funded by a combination of borrowing by FA Sub 3 Limited under a bank credit facility (up to \$570.0 million) and existing cash proceeds from the initial public offering of Freedom (up to \$553.5 million). The available cash will be reduced by amounts necessary to pay for any redemption rights exercised by Freedom stockholders. See Agreements Related to Acquisition Credit Facility .

*Notes:* A portion of the purchase price may be paid (at the option of two of the GLG Shareowners) by issuing Notes of FA Sub 1 Limited.

*Capital Stock:* The balance of the purchase price will be paid by issuing capital stock of Freedom and securities of Freedom subsidiaries that are exchangeable for, or subject to put or call rights payable in, shares of Freedom common stock. For a description of the principal terms of the securities that will be issued in connection with the acquisition of GLG, see The Authorized Share Proposal Description of Capital Stock . This combination of securities will give GLG Shareowners and employees and key personnel of GLG voting and economic rights approximately equal to 230,000,000 shares of Freedom common stock, as described below. Of this number, the approximate equivalent of 220,000,000 shares of Freedom common stock will be issued to GLG Shareowners in consideration for the Purchased Shares and 10,000,000 shares of Freedom common stock (in the aggregate) will be issued at closing to one or more trusts or subsidiaries of Freedom that will hold the shares for the benefit of GLG s employees, key personnel and certain other individuals or use the shares to acquire certain limited partnership interests issued to Lavender Heights LLP and Laurel Heights LLP. See The Purchase Agreement Structure of the Acquisition .

The purchase price will be subject to adjustment in certain events, both before and after the acquisition as described below. See The Purchase Agreement Purchase Price .

In addition to paying the purchase price and issuing shares to GLG's employees, key personnel and certain other individuals, Freedom plans to establish an equity-based long-term incentive plan, the LTIP, for officers, directors, employees, service providers and other contributors to GLG's business. Freedom plans to reserve approximately        shares of Freedom common stock for stock options or other equity-based awards under the LTIP.

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After giving effect to the acquisition and related transactions, the GLG Shareowners, GLG employees and GLG key personnel who receive securities in connection with the acquisition will, collectively, own securities that would (if fully converted or exchanged) represent approximately 72% of Freedom's common stock on a fully diluted basis (exclusive of any stock-based awards that may be granted under the LTIP).

## ***Acquisition Structure***

Freedom will purchase GLG through newly organized, wholly owned subsidiaries, FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited, in a series of transactions as described below. See The Purchase Agreement Structure of the Acquisition. After the acquisition, all the equity interests of the Acquired Companies will be owned by Freedom or its subsidiaries, and the Acquired Companies will continue to conduct the GLG business. The following diagram shows the corporate structure of Freedom and its subsidiaries immediately after the acquisition and related transactions.

Key:

<b>Albacrest:</b>	Albacrest Corporation
<b>Betapoint:</b>	Betapoint Corporation
<b>GHL:</b>	GLG Holdings Limited
<b>GLGPL:</b>	GLG Partners Limited
<b>Gottesman Trust:</b>	Gottesman GLG Trust
<b>GPAM:</b>	GLG Partners Asset Management Limited
<b>GPCL:</b>	GLG Partners (Cayman) Limited
<b>GPLP:</b>	GLG Partners LP
<b>GPS:</b>	GLG Partners Services Limited
<b>GPS LP:</b>	GLG Partners Services LP
<b>Knox Pines:</b>	Knox Pines Ltd.
<b>Laurel Heights:</b>	Laurel Heights LLP
<b>Lavender Heights:</b>	Lavender Heights LLP
<b>Liberty Peak:</b>	Liberty Peak Ltd.
<b>Mount Garnet:</b>	Mount Garnet Limited
<b>Mount Granite:</b>	Mount Granite Limited

## **Background of the Acquisition**

Over the past several years, GLG has periodically reviewed its long-term strategic plans and evaluated a number of alternatives, including a potential sale of the business, a strategic alliance or business combination

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with a third party or an initial public offering. In January 2007, GLG engaged Perella Weinberg Partners LP as its financial adviser in connection with exploring various strategic alternatives available to GLG.

Working with its financial adviser, GLG prepared a confidential information memorandum containing a description of its business and historical financial information, and identified a select list of leading, primarily U.S. based, financial services institutions to approach with regard to a possible business combination or strategic partnership. Beginning in mid-January 2007, GLG's financial adviser, on behalf of GLG, approached this group of institutions. Subsequently, GLG entered into confidentiality agreements with some of these institutions and provided them with the confidential information memorandum.

From mid-February until early April, 2007, GLG, with the assistance of GLG's financial adviser, met with representatives from the institutions which had expressed interest to discuss possible transactions. GLG received preliminary indications of interest from several of these institutions.

Nicolas Berggruen, President and Chief Executive Officer of Freedom, was aware of GLG's reputation by virtue of being an investor in one of the GLG Funds, as well as having known Noam Gottesman, Co-Chief Executive Officer of GLG, for approximately five years. Mr. Gottesman was familiar with Mr. Berggruen's past investment success and, as a result of this track record, certain GLG Funds purchased Freedom units totalling 407,615 shares of common stock and 407,615 warrants.

Mr. Berggruen recognized the potential merits to GLG that would arise if GLG were a public company and, on several occasions beginning in late February, 2007, suggested to Mr. Gottesman the idea of a possible business combination.

On March 8, 2007, Messrs. Gottesman and Berggruen met in London, England to discuss the possibility of a business combination between GLG and Freedom.

On March 9, 2007, GLG and Freedom entered into a non-disclosure agreement, following which GLG's financial adviser delivered the confidential information memorandum to Freedom.

On March 30, 2007, Freedom's counsel, GLG's counsel, representatives of GLG's financial adviser and Jared Bluestein, a representative of Berggruen Holdings, participated in a conference call during which the preliminary structure and terms of a transaction were initially discussed.

On April 5, 2007, Mr. Berggruen and Martin Franklin, Chairman of the Board of Freedom, met with GLG's Principals in New York City to discuss high level deal terms and process and timing issues in connection with a possible transaction. At the conclusion of that meeting, the Principals were joined by their respective legal counsels and GLG's financial adviser to discuss more specific structure and timing issues.

On April 9, 2007, Freedom delivered a term sheet to GLG's counsel and GLG's financial adviser.

On April 10, 2007, GLG's counsel, GLG's financial adviser and Freedom's counsel met in New York City to discuss the term sheet and other items relating to a possible business combination.

On April 11, 2007, Freedom's counsel delivered a revised term sheet to GLG's counsel and GLG's financial adviser reflecting certain changes discussed at the previous day's meeting.

On April 16, 2007, Messrs. Gottesman and Berggruen met again to discuss certain high level deal issues, including the proposed consideration for a possible transaction.

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On April 20, 2007, Freedom's board of directors held a telephonic meeting during which, among other things, Messrs. Berggruen and Franklin updated the board on the status of a possible transaction.

On May 16, 2007, GLG's counsel, Freedom's counsel and GLG's financial adviser met in New York City to discuss the structure of a proposed business combination, with a particular focus on the need to restructure GLG's business to fit under the ownership of a U.S. public company.

On May 18, 2007, GLG's counsel distributed a preliminary draft of a step plan of the transaction (including a reorganization of the various GLG entities) to the working group for its review and comment.

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On May 23, 2007, Freedom's board of directors held a telephonic meeting during which Mr. Franklin updated the board on the status of a possible transaction.

On May 30, 2007, the Principals and management of GLG made a presentation to Freedom's board of directors and Freedom's counsel.

On June 4, 2007, GLG's counsel provided to Freedom's counsel a draft purchase agreement providing, among other things, for the acquisition by Freedom of the equity interests in the Acquired Companies.

During the week of June 4, 2007, representatives of Freedom and GLG, in addition to Freedom's counsel and GLG's counsel, met in London, England to negotiate and draft the purchase agreement, related transaction documents and the proxy statement. GLG's financial adviser was also present to assist in the negotiations.

During the week of June 12, 2007, counsel for Freedom and counsel for GLG continued to exchange drafts of the purchase agreement and related transaction documents, as well as engage in negotiations relating to such drafts.

On June 15, 2007, Freedom's counsel distributed to Freedom's board of directors materials that included, among other things, a description of the terms of the proposed transaction and drafts of the transaction documents.

On June 19, 2007, the board of directors of Freedom held a board meeting during which Mr. Franklin updated the board on the status of the proposed transaction. In addition, counsel for Freedom gave a detailed presentation of the terms of the proposed transaction, transaction documents and a summary of the due diligence of GLG undertaken by such counsel.

From June 20 through June 22, 2007, representatives of Freedom and GLG, in addition to Freedom's counsel, GLG's counsel and GLG's financial adviser, met in London, England to continue negotiations and drafting of the purchase agreement and related transaction documents.

On June 22, 2007, the board of directors of Freedom held a board meeting during which Mr. Franklin updated the board on the status of the proposed transaction and stated that negotiations were substantially complete. Counsel for Freedom then reviewed the latest changes to the terms of the proposed transaction. The board of directors of Freedom, by a unanimous vote, determined that the fair market value of GLG is in excess of 80% of Freedom's net assets plus the proceeds of the co-investment by our sponsors (excluding underwriting discounts and commissions of approximately \$18.0 million) and approved and declared advisable the acquisition, the pre-closing and post-closing certificate amendments and the LTIP, subject to any changes approved by Freedom's officers, and resolved to recommend that Freedom's stockholders vote in favor of the proposals at a special meeting to be held to vote on the proposals.

Representatives of Freedom and GLG, along with Freedom's counsel and GLG's counsel, then continued to negotiate and finalize the remaining issues in the purchase agreement and related transaction documents. During the evening of June 22, 2007, after the financial markets closed in New York, the purchase agreement and related transaction documents were completed and executed by the parties thereto. Prior to the opening of the financial markets in London and New York on June 25, 2007, GLG and Freedom issued a joint press release announcing the transaction.

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**THE PURCHASE AGREEMENT**

*The following summary of the material provisions of the purchase agreement is qualified by reference to the complete text of the purchase agreement, a copy of which is attached as Annex A to this proxy statement. All stockholders are encouraged to read the purchase agreement in its entirety for a more complete description of the terms and conditions of the acquisition.*

*The purchase agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any factual information about Freedom or GLG. The representations, warranties and covenants contained in the purchase agreement were made only for purposes of such agreement and as of the specific dates set forth therein, were solely for the benefit of the parties to the purchase agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the purchase agreement, instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors and security holders are not third party beneficiaries under the purchase agreement, and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or conditions of Freedom or GLG. Moreover, information concerning the subject matter of the representation and warranties may change after the date of the purchase agreement, which subsequent information may or may not be fully reflected in Freedom's public disclosure.*

**Structure of the Acquisition**

At the closing of the acquisition, FA Sub 1 Limited, FA Sub 2 Limited and FA Sub 3 Limited, each a newly formed, wholly owned subsidiary of Freedom, will acquire all outstanding equity interests of the Acquired Companies, in exchange for cash, stock and debt as described below. The acquisition has been structured to achieve a number of business, regulatory, tax and other objectives of the Freedom Group and the GLG Shareowners. It will involve a series of transactions that include the following steps:

*FA Sub 1 Limited Acquires Designated Shares.* FA Sub 1 Limited will acquire the Purchased Shares issued by Liberty Peak and Knox Pines (which are referred to as Designated Shares), in exchange for:

32,940,056 ordinary shares of FA Sub 1 Limited; and

\$149,727,525 paid in cash and/or Notes.

The ordinary shares of FA Sub 1 Limited will be issued subject to a shares exchange agreement that will be entered into between the holders of those ordinary shares and Freedom. Among other things, the shares exchange agreement will give:

holders of those ordinary shares the right to require Freedom to buy the ordinary shares at any time, solely in exchange for Freedom common stock, with one share of Freedom common stock paid to buy each ordinary share; and

Freedom the right at any time to buy any of those ordinary shares that remain outstanding after the closing date for the acquisition, solely in exchange for Freedom common stock, with one share of Freedom common stock issued to buy each ordinary share.

It is contemplated that all ordinary shares of FA Sub 1 Limited will be exchanged for Freedom common stock promptly after the acquisition, either at the request of the holders of the ordinary shares or Freedom and, therefore, FA Sub 1 Limited will be wholly owned by Freedom.

After FA Sub 1 Limited acquires the Designated Shares, they will be transferred, directly or indirectly, to FA Sub 3 Limited as a capital contribution.



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*FA Sub 3 Limited Acquires UK Shares.* FA Sub 3 Limited will acquire the Purchased Shares issued by eight of the Acquired Companies associated with GLG's business in the United Kingdom and Ireland (which are referred to as UK Shares), in exchange for:

80,441,730 shares of Freedom common stock;

35,402,503 shares of Freedom Series A preferred stock;

35,402,503 Exchangeable Shares issued by FA Sub 2 Limited; and

\$526,564,696 in cash.

FA Sub 3 Limited will use proceeds of a loan made to it under the credit facility to fund the cash portion of the purchase price for the UK Shares.

*FA Sub 2 Limited Acquires All Other Purchased Shares.* FA Sub 2 Limited will acquire all of the Purchased Shares, other than Designated Shares and UK Shares, in exchange for:

47,694,340 shares of Freedom common stock;

23,521,371 shares of Freedom Series A preferred stock;

23,521,371 Exchangeable Shares issued by FA Sub 2 Limited; and

\$323,707,779 in cash.

All of the share and dollar amounts referred to above are subject to change under purchase price adjustment provisions in the purchase agreement, including those described below.

All of the Freedom common stock referred to above will be issued to GLG Shareowners, other than Mr. Gottesman and the Trustee of the Gottesman GLG Trust, for the Purchased Shares they sell to FA Sub 2 Limited and FA Sub 3 Limited. The cash amount referred to above will be allocated among all GLG Shareowners who sell Purchased Shares to FA Sub 2 Limited and FA Sub 3 Limited, including Mr. Gottesman and the Trustee of the Gottesman GLG Trust.

All of the Series A preferred stock and all of the Exchangeable Shares will be issued to the Trustee of the Gottesman GLG Trust. These securities, combined, will approximate the voting, economic and other rights Mr. Gottesman and the Trustee of the Gottesman GLG Trust would have if they had exchanged their equity interests in the Acquired Companies for 58,923,874 shares of Freedom common stock, representing approximately 20% of the outstanding shares of common stock of Freedom following consummation of the acquisition after giving effect to the co-investment by Freedom's sponsors and assuming that no shares are elected to be redeemed by Freedom stockholders and no outstanding Freedom warrants are exercised.

As described below, each share of Series A voting preferred stock has substantially the same voting rights as a share of Freedom common stock and only nominal economic rights. Each Exchangeable Share may be exchanged at any time on a share-for-share basis, for Freedom common stock, and has certain economic and voting rights described below prior to exchange. The Exchangeable Shares and Series A preferred stock are not separately transferable or tradeable. The Exchangeable Shares must be surrendered for cancellation, and the corresponding shares of Series A preferred stock will be concurrently redeemed, at such time as the holder elects to exchange Exchangeable Shares for Freedom common stock.

*Employee and Key Personnel Shares.* In connection with the closing of the acquisition and related transactions, Freedom will issue 10,000,000 shares of Freedom common stock to one or more trusts or subsidiaries of Freedom that will hold the shares for the benefit of GLG's employees, key personnel and certain other individuals or use the shares to acquire certain limited partnership interests issued by two Acquired Companies, Lavender Heights and Laurel Heights, to certain GLG key personnel who are participants in the equity participation plan.

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**Purchase Price**

At the closing and subject to certain adjustments as described below, the Freedom Group will pay to the GLG Shareowners:

\$1.0 billion, to be allocated between cash and Notes (if certain GLG Shareowners elect to receive Notes); and  
230,000,000 shares of Freedom common stock and common stock equivalents, as described above. See  
Structure of the Acquisition.

Before the acquisition, the number of securities issued as part of the purchase price will:

increase if the average closing price of Freedom common stock during the ten day trading period prior to the closing of the acquisition is less than \$9.50 per share.

increase or decrease proportionately to give effect to any stock split, reverse stock split, stock combination, reclassification of stock, recapitalization, stock dividend or similar events, none of which is currently expected to occur.

After the acquisition, the cash Freedom delivers as part of the purchase price may be increased or decreased based, generally, on the net cash (as defined in the purchase agreement) of GLG at the time of the acquisition. Specifically, the purchase price will be adjusted, up or down, on a dollar-for-dollar basis, to the extent the net cash amount as of the closing date is higher or lower than \$0, as calculated by the Freedom Group's representative, on each of the following adjustment dates: (1) 10 business days after the closing, (2) January 31, 2008, (3) 10 business days after receipt by the Freedom Group of the audited financial statements of GLG for fiscal year 2007. It is expected that Freedom will be required to pay additional cash after the acquisition to the extent that earnings from pre-closing operations have not been distributed as cash dividends to the GLG Shareowners.

As noted above, certain GLG Shareowners may elect to receive Notes for some or all of the cash amount that otherwise would be paid to those GLG Shareowners under the purchase agreement. If requested, the Notes will:

be issued by FA Sub 1 Limited;

bear interest at a fixed rate equal to LIBOR on the date of issue;

rank pari passu among themselves;

be non-recourse obligations of FA Sub 1 Limited (and its affiliates, including Freedom);

be secured by funds deposited in a collateral account (equal to the aggregate original principal amount of the Notes issued) maintained with a financial institution to hold and invest the deposit and pay principal of and interest on the Notes as and when due (at the stated maturity date, prior repayment date, on acceleration or otherwise); and

have a stated maturity that is two years from the date of issue, but (1) holders of Notes may demand that FA Sub 1 Limited repay the Notes, in whole or in part, at any time and from time to time after the date six months from the date of issue, (2) FA Sub 1 Limited may repurchase the Notes at any time after the date six months from the date of issue, and (3) the Notes may be declared immediately due and payable by the holders if any of

the following events of default occurs and is continuing:

FA Sub 1 Limited fails to pay any principal payable on any of the Notes within 10 business days of the due date for payment;

FA Sub 1 Limited begins a winding-up, dissolution or re-organization (other than for reorganization or amalgamation) or appoints a receiver, administrator, administrative receiver, trustee or similar officer of it or of all or any material part of its assets;

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FA Sub 1 Limited is insolvent or unable to pay its debts or commences negotiations with its creditors for readjustment of its debts or makes a general assignment for the benefit of its creditors;

FA Sub 1 Limited does anything analogous to the previously mentioned items; or

FA Sub 1 Limited is or will be unable to comply with any of its obligations under the Notes because such obligations become unlawful.

It is currently expected that less than \$15.0 million principal amount of Notes will be issued in connection with the acquisition.

**Closing**

The closing of the acquisition will take place on the third business day following the satisfaction or waiver of all conditions described below under Conditions to the Completion of the Acquisition , or such other date as the GLG Shareowners representative and Freedom may agree. One exception is that if the consent of CIMA for the transfer of GLG Partners (Cayman) Limited ( GPCL ) has not been obtained by the time all other conditions to the closing have been satisfied, then the GLG Shareowners representative has the right to elect to close the purchase of all the Acquired Companies other than GPCL and to defer the closing with respect to GPCL until the consent of CIMA has been obtained.

**Representations and Warranties**

The purchase agreement contains a number of representations and warranties made by GLG Shareowners, on the one hand, and the Freedom Group, on the other hand, to each other.

The representations and warranties made by each of the GLG Shareowners as to themselves relate to:

organization and qualification;

capacity or authority to execute, deliver, and perform their obligations under the agreements related to the acquisition and the enforceability of these transaction documents;

absence of any conflicts or violations under organizational documents, material agreements and applicable laws, licenses or permits as a result of the consummation of the acquisition or the execution, delivery or performance of the transaction documents;

required consents and approvals;

ownership of their respective Purchased Shares;

accredited investor matters and investment intention with respect to the Freedom capital stock issued in connection with the acquisition; and

payment of fees to investment banks, brokers, finders or other intermediary in connection with the transaction documents.

The substantially reciprocal representations and warranties made by certain GLG Shareowners as to GLG and by the Freedom Group as to themselves relate to:

organization, qualification and subsidiaries;

authority to execute, deliver and perform its obligations under the transaction documents and the enforceability of those transaction documents;

absence of any conflicts or violations under organizational documents, material agreements and applicable laws, licenses or permits as a result of the consummation of the acquisition or the execution, delivery or performance of the transaction documents;

payment of fees to investment banks, brokers, finders or other intermediary in connection with the transaction documents;

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required governmental approvals;

capital structure;

financial statements and liabilities;

absence of certain changes or events since March 31, 2007;

tax matters;

title to assets and properties and absence of material liens;

material contracts and change of control agreements;

litigation matters;

environmental matters;

compliance with applicable laws;

permits and licenses;

employment and employee benefits matters; and

insurance.

In addition, certain GLG Shareowners made additional representations and warranties as to GLG relating to:

information supplied for use in this proxy statement;

transactions with affiliates;

material clients;

the GLG Funds;

business intellectual property; and

competition laws.

The Freedom Group also made additional representations and warranties relating to:

Freedom's filings with the SEC;

Freedom's investment intention with respect to the equity interests in the GLG; and

financial commitment letter.

Some of the GLG Shareowners, referred to in the purchase agreement as Designated Sellers, did not make representations and warranties as to GLG. However, they agreed to assume certain indemnification obligations described below for breach of some of those representations and warranties as if they had made them.

### **Materiality and Material Adverse Effect**

Certain representations and warranties are qualified by materiality or material adverse effect. For the purpose of the purchase agreement, a material adverse effect as to GLG and Freedom means any fact, circumstance, change or effect that, individually or when taken together with all other such facts, circumstances, changes or effects that exist at the date of determination of the occurrence of the material adverse effect, has or is reasonably likely to have a material adverse effect on (1) the ability of such entities to perform any material obligations under any of the transaction documents or (2) the ability of such entities to consummate the acquisition in accordance with the transaction documents or (3) the business, operations, financial condition or results of operations of such entities, taken as a whole. None of the following will be deemed to be or constitute a material adverse effect:

economic, financial or political conditions or changes therein,



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conditions in the financial markets, and any changes therein,

the announcement or pendency of the purchase agreement and the acquisition,

changes in the applicable laws, or

compliance with the express terms or failure to take action prohibited by the purchase agreement.

**Covenants**

The parties to the purchase agreement, other than Designated Sellers, have agreed to perform certain covenants in the purchase agreement. The principal covenants are as follows:

*Conduct of Business.* For the period prior to completion of the acquisition or termination of the purchase agreement and except as expressly permitted by the purchase agreement, the parties agreed that the Freedom Group and GLG would:

conduct, their respective businesses in the ordinary course consistent with past practices;

pay their respective debts and taxes when due;

perform all material contracts;

use reasonable effort to preserve intact their respective present businesses; and

keep available services of their respective present officers and employees and preserve their respective relationships with customers, suppliers and others with which they have significant business dealings.

They also agreed that, except for any transaction required pursuant to the contemplated reorganization of GLG prior to the closing, and except for various exceptions contained in the purchase agreement or the related disclosure statement and schedules, GLG and the Freedom Group would not do any of the following:

amend or propose to amend any of its organizational documents;

authorize for issuance, issue, sell or deliver any of its securities or any securities of any of its subsidiaries;

acquire, redeem or amend any of its securities or any securities of any of its subsidiaries;

split, combine or reclassify any shares of capital stock or other equity securities;

propose or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of it or any of its subsidiaries;

incur or assume any indebtedness or issue any debt securities, guarantee any material obligations, make any material loans or mortgage or pledge any of its or its subsidiaries' assets;

make any changes to any employee benefits plan, increase compensation or pay any bonuses or benefit to any consultant, director, officer or employee not required by any employee benefits plan;

forgive any loans to any of its or its subsidiaries or affiliates employees, officers or directors;

make any deposits or contributions or take any action to fund or secure the payment of compensation or benefits under any employee benefits plan, except as required by the terms of such employee benefits plan or any contract subject to such plan in effect on the date of the purchase agreement or as required by law;

enter into, amend, or extend any collective bargaining agreement;

acquire, sell, lease, license or dispose of any material property or assets, except for transactions (1) pursuant to the existing contracts, (2) in the ordinary course of business, or (3) not in excess of \$1.0 million individually, or \$10.0 million in the aggregate;

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except as may be required to remain in compliance with the applicable laws or GAAP, (1) make any change in any of the accounting principles or practices used by it, or (2) revalue in any material respect any of its properties or assets, including writing-off notes or accounts receivable other than in the ordinary course of business;

change any material tax election or accounting method, settle or compromise any material tax liability, or consent to the extension or waiver of the limitations period applicable to a material tax claim or assessment;

enter into or amend any material contract or grant any release or relinquishment of any material rights under any material contract, except as permitted in the purchase agreement;

acquire (by merger, consolidation or acquisition of stock or assets) any other person or any equity or ownership interest therein;

settle or compromise any pending or threatened action or pay, discharge or satisfy or agree to pay, discharge or satisfy any liability, except as permitted in the purchase agreement;

enter into a contract to do any of the foregoing;

knowingly take any action which is reasonably expected to result in any of the conditions to the consummation of the acquisition or related transactions not being satisfied; or

knowingly take any action which would materially impair its ability to consummate the acquisition or related transactions in accordance with the terms of the purchase agreement or materially delay such consummation.

The purchase agreement generally does not restrict the declaration or payment of any dividend or distribution by GLG in respect of earnings or surplus or retained capital for any period ending on or prior to the closing date, other than liquidating distributions (following dissolution and winding up).

The purchase agreement contemplates that GLG may enter into an agreement to buy GLG Inc. prior to the closing of the acquisition, but the consummation of the purchase of GLG Inc. must be deferred until after the closing.

*Freedom Proxy Statement and Stockholders Meeting.* Freedom has agreed to prepare and file a proxy statement with the SEC and any other filing required under the securities laws or any other federal, foreign or blue sky laws, and to call and hold a meeting of its stockholders for the purpose of seeking the adoption of the acquisition proposal by its stockholders. Freedom has also agreed that it will, through its board of directors and subject to their fiduciary duties or as otherwise required by law, recommend to its stockholders that they approve and adopt the acquisition proposal. GLG will provide the required information with respect to its business in this proxy statement.

*Directors and Officers of Freedom After Closing.* Freedom and GLG Shareowners have agreed to take all necessary actions to appoint and elect certain officers and directors of Freedom and its subsidiaries to serve in such positions immediately after the closing. The director nominees under the purchase agreement are:

Noam Gottesman

Emmanuel Roman

Nicolas Berggruen

Martin Franklin

Ian Ashken

James Hauslein

William Lauder

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Paul Myners

Peter Weinberg

*HSR Act.* If required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, Freedom and GLG Shareowners' representative will each take all necessary actions, file all required documents, respond in good faith to all information requested by the governmental entities and otherwise cooperate in good faith with each other.

*Public Disclosure.* Each party has agreed to cooperate in good faith to jointly prepare all press releases and public announcements pertaining to the purchase agreement and the acquisition. Each party has agreed it will not issue or otherwise make any public announcement or communication pertaining to the purchase agreement or the acquisition without the prior consent of the other, subject to certain exceptions set forth in the purchase agreement. Each party has agreed not to unreasonably withhold approval from the others with respect to any press release or public announcement.

*Reasonable Efforts.* Each party has agreed to use its commercially reasonable efforts to take, or cause to be taken, all necessary and proper actions to consummate the acquisition, including the following: (1) cause the conditions precedent to the closing of the acquisition to be satisfied; (2) obtain all necessary consents, approvals or waivers from the governmental entities or third parties required as result of the acquisition; (3) defend any action challenging the purchase agreement or the consummation of the acquisition; and (4) execute and deliver any additional instruments necessary to consummate the acquisition.

*Notices of Certain Events.* Each party has agreed to notify the other of (1) any notice from any person alleging that person's consent is required, (2) any notice from any governmental entity relating to the acquisition, and (3) any action affecting the parties, the assets, liabilities or employees of the parties or the consummation of the acquisition.

*Directors' and Officers' Insurance.* For six years after the date of closing, Freedom is obligated to maintain for the benefit of directors and officers of Freedom as of the closing of the acquisition, the same directors' and officers' liability insurance for persons covered under its directors' and officers' insurance policy in effect from time to time. However, Freedom will not be required to expend in the aggregate amounts in any year in excess of \$150,000 over the amount it would otherwise have expended for such insurance to cover its then existing directors and officers (in which event, Freedom is obligated to purchase the greatest coverage available for such amount).

*Advice of Changes.* Each party has agreed to notify the other of the occurrence of any event that would likely cause any representation or warranty of such party to be untrue or inaccurate in any material respect and any failure on its part to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it on or prior to the closing date.

*Consents.* Each party has agreed that it will promptly make all filings required by law, cooperate with each other with respect to those filings and obtain all consents and orders required to be obtained in connection with the transaction documents and the consummation of the acquisition.

*Financing at Closing.* Freedom and the GLG Shareowners' representative will use their reasonable efforts to arrange for financing of the acquisition by a reputable financial institution, including using reasonable efforts to satisfy all terms and enforce all rights under the commitment letters, enter into a definitive agreement with such financial institution, and consummate financing of the acquisition at or prior to the closing. If any portion of the original financing becomes unavailable, (1) they will use their reasonable efforts to arrange for alternative equity or debt financing from alternative sources in an amount sufficient to consummate the acquisition, and (2) the termination date

of the purchase agreement will be extended for a period of 12 months.

*Exchangeable Shares.* FA Sub 1 Limited and FA Sub 2 Limited will amend their respective organizational documents prior to the closing to include certain terms and conditions for FA Sub 1 Limited ordinary shares and Exchangeable Shares, respectively, as described below under The Authorized Share Proposal Description of Capital Stock.

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*Freedom's Organizational Documents.* Promptly following the meeting of Freedom's stockholders and before the closing, Freedom will (1) amend its certificate of incorporation as described in this proxy statement, and (2) adopt the certificate of designation for the Series A preferred stock.

*Non-Voting Shares.* GLG Holdings Limited, GLG Partners Services Limited, GLG Partners (Cayman) Limited and GLG Partners Asset Management Limited will, prior to the closing, redeem or repurchase all of the shares of each class of non-voting stock in each such entity at a purchase price equal to the par value thereof.

As noted above, the Designated Sellers have not agreed to any of the covenants summarized above.

**Conditions to the Completion of the Acquisition**

The obligations of each the Freedom Group and GLG Shareowners to complete the acquisition are subject to the satisfaction or waiver by the other party at or prior to the closing date of various conditions, including:

the representations and warranties of the other party that are qualified by materiality must be true and correct in all respects and the representations and warranties of the other party that are not so qualified must be true in all material respects on the date of the purchase agreement and as of the closing date as if they were made on that date;

the other party's performance or compliance with its covenants and agreements contained in the purchase agreement or the transaction documents;

No litigation or action being threatened in writing, instituted or pending which is reasonably likely to make illegal, delay, restrain, prohibit or otherwise adversely affect consummation of the acquisition or which would otherwise have a material adverse effect on GLG or the Freedom Group, as applicable;

the absence of any law or action by any court or other government entity which may inhibit or have a material adverse effect on the acquisition;

the receipt of all required approvals and consents and their submission to the other party;

the termination or expiration of all antitrust-related waiting periods, the receipt of all antitrust approvals and consents and the filing of all antitrust notices or filings required to have been made;

the approval by Freedom's stockholders of the acquisition and the other proposals contained in this proxy statement;

the execution and delivery by each of the other parties of each of the transaction documents; and

the availability for funding on the closing date of the entire amount that may be borrowed under the credit agreement by FA Sub 3 Limited and the satisfaction of all conditions precedent to the borrowing of \$550.0 million.

The Freedom Group's obligation to complete the acquisition is also subject to (1) consummation by the GLG Group of the contemplated reorganization of the GLG Entities and (2) delivery by the GLG Shareowners' representative to Freedom of executed copies of the organizational documents of the Acquired Companies. The GLG Shareowners' obligation to complete the acquisition is also subject to receipt of the copies of the resolutions of the Freedom's board of directors authorizing the LTIP and the reservation for issuance of Freedom common stock issuable pursuant to the

LTIP and pursuant to the terms of Exchangeable Shares, the put and call rights with respect to ordinary shares of FA Sub 1 Limited pursuant to the shares exchange agreement among Freedom and the holders of the ordinary shares of FA Sub 1 Limited and the support agreement between Freedom and FA Sub 2 Limited.



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### **Termination**

The purchase agreement may be terminated and the acquisition abandoned at any time prior to the Closing:

by mutual written agreement of Freedom and GLG Shareowners' representative;

by either party, if the closing has not occurred before the termination date of December 31, 2007, or December 31, 2008 if any portion of the financing described above under Covenants Financing at Closing becomes unavailable;

by either party, if there is any law or court or governmental order, which is not subject to appeal or has become final, that makes consummation of the acquisition illegal or otherwise prohibited;

by either party, if there has been a breach of any representation, warranty, covenant or agreement by the other party such that the condition set forth above with respect to representations and warranties under Conditions to the Completion of the Acquisition would not be satisfied as of such time, unless such breach is curable and the breaching party continues to exercise reasonable best efforts to cure it; or

by either party, if the required approvals of Freedom's stockholders related to the acquisition are not obtained.

In the event of termination of the purchase agreement, the purchase agreement will become void and have no effect, without any liability on the part of either party or its affiliates or representatives, except that each party will still be liable for any breach of the purchase agreement.

### **Survival**

All representations, warranties, covenants and obligations in the purchase agreement or the transaction documents will survive the closing. However, no claim for indemnification based on a breach of any representation and warranty of any party or in relation to the income tax claims described below may be made after the date that is:

in the case of certain designated representations of Freedom and GLG Shareowners, 30 days after the expiration of the longest applicable statute of limitations;

in the case of any breach of the representations and warranties relating to the U.S. federal tax status of GLG or the GLG indemnity for certain income tax claims defined below, the period of the applicable statute of limitations for tax claims made by tax authorities in the relevant jurisdiction; and

in any other case, one year after the closing date.

### **Indemnification**

After the closing, the GLG Shareowners will indemnify the Freedom Group and their representatives and affiliates from and against all damages arising from:

1. any breach of any representation and warranty made by the GLG Shareowners in the purchase agreement, except for representations and warranties relating to income taxes;

2. any breach of any covenant, agreement or other obligation of the GLG Shareowners contained in the purchase agreement or the transaction documents, except for any covenant, agreement or other obligation relating to income

taxes;

3. the investigation by the Autorité des Marchés Financiers ( AMF ), the French securities regulator, of GLG with respect to transactions in shares of Vivendi Universal S.A. ( Vivendi ) as described in Information about GLG Legal and Regulatory Proceedings below;

4. all income taxes of GLG for all taxable periods ending prior to the closing date in excess of the amount of income taxes included in the closing net cash settlement, which we refer to as the income tax

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claims, provided that there will be no income tax liability unless and until the aggregate amount of such income tax claims exceeds \$15.0 million, in which case GLG Shareowners will be liable for the entire amount of such claims, including all of the first \$15.0 million;

5. certain breaches of English laws relating to financial services as a result of the transfer of certain partnership interests of GLG Partners LP, subject to a claim limit described below;

6. the existence after the closing of certain agreements among certain GLG Shareowners and their affiliated entities or the termination of those agreements after the closing of the acquisition, subject to a claim limit described below; and

7. the existence on or after the closing of the acquisition of non-voting shares of certain Acquired Companies which were required to be repurchased prior to the closing of the acquisition.

The purchase agreement provides that no claims may be made for indemnification under paragraphs (5) or (6) above unless and until the aggregate amount of the claims under paragraphs (5) or (6), as applicable, exceeds \$15.0 million, in which case the GLG Shareowners will be liable for the entire amount of such claims, including all of the first \$15.0 million.

After the closing, the Freedom Group will indemnify the GLG Shareowners and their representatives and affiliates from and against all damages arising from:

- (i) any breach of any representation and warranty made by the Freedom Group in the purchase agreement; and
- (ii) any breach of any covenant, agreement or other obligation of the Freedom Group contained in the purchase agreement or the transaction documents.

The Purchase Agreement contains a number of limitations, qualifications and exceptions to the indemnification obligations described above. Some of these apply to all GLG Shareowners, some apply only to Designated Sellers, some do not apply to Freedom or the GLG Shareowners and some depend on the type of claim involved.

*Claim Thresholds.* In addition to the \$15.0 million claim thresholds described above for certain indemnity obligations, there are two types of minimum dollar claim thresholds that must be exceeded before indemnification claims can be made for breach of most, but not all, representations and warranties:

- (i) No claim for breach of representations and warranties may be made for damages of less than \$1.0 million.
- (ii) No claim for breach of representations and warranties may be made for damages until the aggregate amount of all claims exceeds the greater of:
  - (x) \$60.0 million; and
  - (y) two percent of the fair market value of Freedom immediately after the closing based on its market capitalization using the closing price of Freedom common stock on the closing date, but not to exceed \$100.0 million.

Claims for breach of certain representations and warranties are not subject to the claim threshold described in clause (ii) above. These are referred to in the purchase agreement as *No Threshold Claims* and, in general terms, relate to breaches of certain representations and warranties as to the legality and binding effect of the purchase agreement with respect to the person making that representation, that person's title to its Purchased Shares and certain other matters, which are referred to in the purchase agreement as *Designated Representations* of the GLG Shareowners or

the Freedom Group, as the case may be.

*Indemnity Claim Caps.* The purchase agreement also includes limits on the maximum amount that may be recovered for indemnification claims based on breach of representations and warranties or based on the specific indemnities set forth above. These limits vary based, among other things, on the nature of the

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representations and warranties breached, the identity of the person that caused the breach, or the specific indemnity involved. These caps are summarized, in general terms, in the table below.

<b>Type of Indemnity Claim</b>	<b>Type of Indemnitor</b>	<b>Maximum Liability</b>
<b>Breach of Designated Representations</b>	GLG Shareowners Designated Sellers Freedom Group	Aggregate purchase price paid to such person Aggregate purchase price paid to such person Aggregate purchase price
<b>Breach by GLG Shareowners of individual representations and warranties in Article III of the purchase agreement (other than Designated Representations)</b>	GLG Shareowners Designated Seller Freedom Group	One tenth of the aggregate purchase price paid to such person One tenth of the aggregate purchase price paid to such person Not applicable
<b>Breach of representations and warranties concerning GLG in Article IV of the purchase agreement (other than Designated Representations)</b>	GLG Shareowners Designated Sellers  Freedom Group	\$300.0 million, in the aggregate for all GLG Shareowners The lesser of (x) the product of (i) \$300.0 million and (ii) the amount specified in the purchase agreement for each Designated Seller as its Indemnity Sharing Percentage and (y) the product of (i) the aggregate indemnity amount paid by all GLG Shareowners and (ii) the Indemnity Sharing Percentage of the Designated Seller. Not applicable
<b>Breach of representations and warranties concerning the Freedom Group in Article V of the purchase agreement (other than Designated Representations)</b>	GLG Shareowners Designated Sellers Freedom Group	Not applicable Not applicable \$300.0 million
<b>Indemnity claims under Section 8.2(c) of the purchase agreement relating to the AMF investigation of GLG with respect to transactions in Vivendi shares summarized in item (3) above</b>	GLG Shareowners Designated Sellers  Freedom Group	The aggregate purchase price paid to such person. The lesser of (i) the aggregate purchase price paid to that Designated Seller and (ii) the product of (x) the aggregate indemnity amounts payable by all GLG Shareowners and (y) the Indemnity Sharing Percentage of that Designated Seller. Not applicable
<b>Indemnity claims under Section 8.2(d) of the purchase agreement</b>	GLG Shareowners Designated Sellers	The aggregate purchase price paid to such person. The lesser of (i) the aggregate purchase price paid to that Designated Seller and (ii) the product of (x) the aggregate

<b>relating to certain income tax matters summarized in item (4) above</b>	Freedom Group	indemnity amounts payable by all GLG Shareowners and (y) the Indemnity Sharing Percentage of that Designated Seller. Not applicable
<b>Indemnity claims under Section 8.2(e) and 8.2(f) of the purchase agreement summarized in items (5) through (7) above</b>	GLG Shareowners Designated Sellers Freedom Group	Aggregate purchase price to such person Aggregate purchase price to such person Not applicable

The Designated Sellers will not be required to pay any indemnity with respect to:

any breach of representations and warranties made with respect to the information supplied by GLG for use in this proxy statement;

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any amount in excess of the product of the indemnity amounts payable by all GLG Shareowners for any claim or claims multiplied by the Indemnity Sharing Percentage of any Designated Seller; and

any claim, other than for breach of any representation and warranty made by such Designated Seller, unless such claim is asserted against other GLG Shareowners that may be liable for the claim.

None of the GLG Shareowners are liable for indemnity claims to the extent the loss or damage claimed by the Freedom Group is reflected or reserved for in the GLG financial statements.

None of the GLG Shareowners will be liable under the purchase agreement for any matter that would not have occurred but for (1) any new law, including changes in taxation or (2) any change of any generally accepted interpretation or application of any law after the closing.

The amount of damages to which an indemnified person is entitled will be decreased by insurance proceeds actually received and increased (but in no event above the maximum liability described above) or reduced to take account of any tax costs incurred and tax savings currently realizable by such indemnified person. Neither party will have any obligation to indemnify any person against such person's own consequential or incidental damages arising out of a breach by either party of its representations and warranties.

The sole remedy of the parties for any breach of representations and warranties made by the other party will be the rights to indemnification from the breaching party, except that the purchase agreement does not limit any right or remedy of any party (1) for claims of fraud, or (2) for claims that cannot be limited or waived as a matter of applicable law or public policy.

## **Amendments**

Prior to the closing, the purchase agreement may not be amended, modified or supplemented except by a written agreement of Freedom (on behalf of all members of the Freedom Group) and the GLG Shareowners' representative (on behalf of all members of GLG Shareowners), except that no agreement of Freedom will be required in connection with the amendment of certain agreements by GLG Shareowners with respect to reinvestment of the purchase price in GLG Funds and certain other agreements to which GLG Shareowners are parties. After the closing, any amendment, modification or supplement will require the consent of the representative of the Freedom Group.

## **Fees and Expenses**

If the closing does not occur, each party will pay all of its respective transaction expenses. If the closing does occur, Freedom will pay transaction expenses of all the parties.

## **Representatives**

The GLG Shareowners have appointed Noam Gottesman and the Freedom Group has appointed Jared Bluestein as their respective representative, agent and true and lawful attorney in fact in connection with the transaction documents and the acquisition.

## **Governing Law**

The purchase agreement is governed by the laws of the State of New York.





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**AGREEMENTS RELATED TO THE ACQUISITION**

**Credit Facility**

Pursuant to a financing commitment letter, Citigroup Global Markets Inc., on behalf of itself and its affiliates, has committed, subject to customary conditions, to provide FA Sub 3 Limited, a subsidiary of Freedom, with a credit facility in an amount of up to approximately \$570.0 million to finance the acquisition. The facility will be guaranteed by Freedom and certain of its subsidiaries and will be secured by certain assets of FA Sub 3 Limited and the guarantors. The facility will initially be in the form of a 364-day revolver due on August 1, 2008. FA Sub 3 Limited will have the option to convert the outstanding revolving loan amounts into a term loan maturing three years from the closing date of the acquisition. It is anticipated that loans under the facility will bear interest at LIBOR + 1.25% for the first two fiscal quarters ending after the closing date, and thereafter at an interest rate based on certain financial ratios of Freedom and its consolidated subsidiaries.

**Support Agreement**

The purchase agreement provides that Freedom and FA Sub 2 Limited will enter into a support agreement at or prior to the closing of the acquisition. A copy of the form of support agreement is attached as Annex B.

***Irrevocable Agreement to Issue Shares***

Freedom has agreed to instruct Continental Stock Transfer & Trust Co., its transfer agent, to do the following, promptly upon receiving a notice that the holder of the Exchangeable Shares desires to exchange such securities in accordance with their terms and conditions:

to issue that number of shares of Freedom common stock as may be required to comply with any such exchange notice;

to deliver those shares upon receipt by Freedom of (1) certificates representing the Exchangeable Shares tendered for exchange and (2) such other documents or instruments as may be reasonably requested by Freedom; and

to record successive transfers of any shares of Freedom common stock issued pursuant to any exchange notice first as a transfer by Freedom to FA Sub 1 Limited (which will be treated as between Freedom and FA Sub 1 Limited as a contribution to the capital of FA Sub 1 Limited) and second as a transfer by FA Sub 1 Limited to FA Sub 2 Limited (which will be treated as between FA Sub 1 Limited and FA Sub 2 Limited as a contribution to the capital of FA Sub 2 Limited) and third as a transfer by FA Sub 2 Limited to the person(s) named in the exchange notice.

If there is a recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of Freedom's assets, spin-off, distribution or other transaction in which holders of Freedom common stock are entitled to receive stock, securities or assets with respect to or in exchange for Freedom common stock, then Freedom will deliver, in addition to or in lieu of Freedom common stock, such stock, securities or assets as would have been issued or payable in exchange for the number of shares of Freedom common stock issuable immediately prior thereto.

***Taxes***

Any and all share issuances or contributions by or to Freedom or FA Sub 2 Limited will be made free and clear of any and all present or future transfer taxes and all liabilities with respect thereto. If Freedom or FA Sub 2 Limited will be required by any applicable law to pay any transfer taxes in respect of any shares to be exchanged, Freedom or FA Sub 2 Limited will pay the full amount of such transfer taxes to the relevant tax authority or other authority in accordance with applicable law.

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### ***Reservation of Shares***

Freedom will at all times while Exchangeable Shares are outstanding, keep reserved from its authorized capital stock sufficient shares of Freedom common stock to issue shares of Freedom common stock, as and when required under the support agreement.

### **Shares Exchange Agreement**

The purchase agreement provides that Sage Summit LP and Lavender Heights Capital LP (together, the FA Sub 1 holders ) and Freedom will enter into a shares exchange agreement at or prior to the closing of the acquisition. Pursuant to this agreement, each FA Sub 1 holder has the right to put its ordinary shares of FA Sub 1 Limited to Freedom at any time in exchange for shares of Freedom common stock. If an FA Sub 1 holder does not exercise its put right prior to the first business day after the consummation of the acquisition, then Freedom may at any time from such date call all FA Sub 1 Limited ordinary shares held by the FA Sub 1 holder in exchange for shares of Freedom common stock. In each case, the purchase price will be one share of Freedom common stock for each FA Sub 1 Limited ordinary share. Any exercise by any FA Sub 1 holder or Freedom of its put or call rights, respectively, will be subject to deductions in respect of (1) any withholding tax or other withholding liabilities that may be applicable; and (2) any amounts that may be owed by each FA Sub 1 holder to Freedom. A copy of the form of shares exchange agreement is attached as Annex C.

### **GLG Shareholders Agreement**

Concurrent with the execution of the purchase agreement, Freedom entered into a shareholders agreement with its sponsors, Berggruen Holdings and Marlin Equities, and the GLG Shareowners. The agreement restricts the GLG Shareowners, certain additional entities (the Green Transferees ), which may be made a party to the agreement following a sale of equity interests in the Acquired Companies by Jonathan Green and the Green GLG Trust, and their permitted transferees (as described below) from the direct or indirect sale or transfer of their equity interests in Freedom or its subsidiaries for periods of up to four years after completion of the acquisition, in each case, on terms and conditions described below. In addition, the agreement provides registration rights for the GLG Shareowners, the Green Transferees and the sponsors. A copy of the shareholders agreement is attached as Annex D.

### ***Transfer Restrictions***

All the GLG Shareowners, the Green Transferees and their permitted transferees will be prohibited from selling or transferring any of their equity interests in Freedom or its subsidiaries for one year after the closing of the acquisition, except to family members, family trusts, family-owned entities and charitable institutions, which are referred to as permitted transferees . Thereafter, the GLG Shareowners, the Green Transferees and their permitted transferees will be subject to the following restrictions on sale or transfer:

*Principals, Trustees and Key Personnel.* Sage Summit LP and Lavender Heights Capital LP (on behalf of the key personnel participating in the equity participation plan), the Principals, the Trustees and each of their permitted transferees may each sell or transfer up to 10% of his or its original allocation of Freedom common stock (plus the unused amounts of the 10% cap from prior years, if any) each year during the three years beginning on the first anniversary of the closing. After the fourth anniversary of the closing, sales or transfers of Freedom common stock by these shareholders will be unrestricted. Any Freedom common stock received by a Principal or Trustee pursuant to the forfeiture provisions of the agreement among principals and trustees will be subject to the same transfer restrictions, except that a portion of forfeited Freedom common stock received by a Principal or Trustee may be sold to pay for any tax costs associated with the receipt of the forfeited Freedom common stock. Each Principal and Trustee will be entitled to registration of shares sold to pay for such tax costs, and such registrations will not count against the number

of demands for registration such Principal or Trustee is allowed to make under the shareholders agreement (as described below).

*Green, Green Trust and Green Transferees.* Each of the trustee of the Green GLG Trust, Mr. Green and the Green Transferees may sell or transfer up to 50% of his or its original allocation of Freedom

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common stock during the year beginning on the first anniversary of the closing of the acquisition. Thereafter, sales or transfers of Freedom common stock by these GLG Shareowners will be unrestricted.

*Lehman.* Lehman (Cayman Islands) Ltd may sell or transfer up to 25% of its original allocation of Freedom common stock during the year beginning on the first anniversary of the closing of the acquisition and up to 50% of its original allocation of Freedom common stock (plus the unused amount of the 25% cap from the prior year, if any) during the year beginning on the second anniversary of the closing of the acquisition. Thereafter, sales or transfers of Freedom common stock by this GLG Shareowner will be unrestricted.

All of the foregoing transfer restrictions may be waived by the affirmative vote of two-thirds of the members of the board of directors of Freedom.

## ***Registration Rights***

Each of the GLG Shareowners, the Green Transferees and Freedom's sponsors, Berggruen Holdings and Marlin Equities, will have certain registration rights with respect to their Freedom common stock (or securities convertible into, exchangeable for or exercisable for shares of Freedom common stock) (registrable securities) under the shareholders agreement as described below. These registration rights terminate as to each GLG Shareowner as soon as all registrable securities held by that shareholder become freely tradeable by the GLG Shareowner pursuant to Rule 144 under the Securities Act of 1933.

*Demand Registration Rights.* Any of the GLG Shareowners, the Green Transferees or the sponsors who, together with permitted transferees, holds 5% or more of Freedom's total voting securities may demand registration of its registrable securities under the Securities Act at any time after the first anniversary of the closing of the acquisition.

For purposes of the shareholders agreement, the total voting securities of Freedom will be the number of our issued and outstanding voting securities immediately following the closing of the acquisition, and the number of voting securities held by a GLG Shareowner, a Green Transferee or the sponsors will include only those securities owned by such shareholder immediately following the closing of the acquisition that are voting securities of Freedom (or convertible into, exchangeable for or exercisable for voting securities of Freedom), but will exclude securities sold by such shareholder prior to the date of the demand for registration.

Each of the GLG Shareowners, the Green Transferees and the sponsors that is eligible to demand registration may demand a total of two demand registrations. Freedom must use commercially reasonable efforts to effect such registration as soon as practicable. However, it may postpone such registration to prevent the disclosure of material, non-public information that it needs to keep confidential and to give effect to timing issues related to prior registrations. Freedom may also cut back the number of shares covered by a demand registration statement if an underwriter or investment bank advises Freedom that inclusion of all securities in the registration statement would adversely affect marketability of the securities sought to be sold.

*Piggyback Registration Rights.* Any of the GLG Shareowners, the Green Transferees or the sponsors who, together with permitted transferees, holds 1% or more of Freedom's total voting securities will have piggyback registration rights that allow the shareholder to include its registrable securities in any public offering of Freedom's equity securities initiated by Freedom whenever Freedom proposes to register any of its equity securities under the Securities Act (except for registrations on Form S-8 or Form S-4), either for its own account or for the account of others, and when a demand registration is made (as described above). The calculation of the percentage ownership of equity securities of Freedom held by an eligible shareholder and the cut-back provisions in connection with a piggyback registration are the same as for a demand registration described above.

*Shelf Registration Rights.* Any of the GLG Shareowners, the Green Transferees or the sponsors who, together with permitted transferees, holds 10% or more of Freedom's total voting securities may demand a shelf registration of its registrable securities on Form S-3 under the Securities Act at any time after Freedom is eligible to file a shelf registration statement on Form S-3. The calculation of the percentage ownership of

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equity securities of Freedom held by an eligible shareholder in connection with a shelf registration is the same as for a demand registration described above.

Lehman (Cayman Islands) Ltd (if it is an affiliate of Freedom) and each Principal and Trustee may demand such number of shelf registrations as is necessary to sell all of its or his registrable securities. Freedom must use commercially reasonable efforts to keep the shelf registration effective for two years or until all the shareholders securities registered thereunder have been sold, whichever is earlier. Freedom has the right to suspend the shelf registration to prevent the disclosure of material, non-public information which it needs to keep confidential.

## **Founders Agreement**

Concurrent with the execution of the purchase agreement, the Principals, the Trustees and Freedom's sponsors, Berggruen Holdings and Marlin Equities, entered into a founders agreement, pursuant to which Freedom's sponsors have agreed to voting, transfer and other matters described below. A copy of the founders agreement is attached as Annex E.

## ***Voting of Securities***

At any meeting of the stockholders of Freedom or in connection with any written consent of the stockholders of Freedom to vote upon or deliver a written consent with respect to the acquisition, or in any other circumstances upon which a vote or other approval with respect to the acquisition and the other matters covered by this proxy statement is sought, each sponsor has agreed to vote all such sponsor's securities in accordance with the terms of a letter agreement previously entered by it with Freedom and the sole bookrunning manager of Freedom's initial public offering. The letter agreement provides that if Freedom solicits approval of its stockholders of a business combination, each sponsor is required to vote (1) all sponsor's securities acquired by it prior to the initial public offering in accordance with the majority of votes cast by the holders of shares issued in Freedom's initial public offering and (2) all shares that may be acquired by the sponsor in any private placement, the initial public offering or the aftermarket for such business combination. The acquisition of the Acquired Companies is a business combination for purposes of these voting requirements.

To the extent a sponsor is not bound by the foregoing terms of the letter agreement, the sponsor has agreed to vote or provide written consent in favor of any actions presented to stockholders of Freedom in this proxy statement and against (1) any action or agreement that would reasonably be expected to result in a breach in any material respect of any covenant, representation or warranty or any other obligation or agreement of Freedom under the purchase agreement and (2) except with the prior written consent of Freedom, any action or agreement that would reasonably be expected to adversely affect or delay the acquisition in any respect, including, but not limited to:

any amendment of Freedom's certificate of incorporation or by-laws other than as specifically contemplated by the purchase agreement, and any other proposal, action or transaction involving Freedom or any of its subsidiaries, which amendment or other proposal, action or transaction would reasonably be expected to in any manner impede, frustrate, prevent or nullify the acquisition or change in any manner the voting rights of any class of Freedom's capital stock other than as specifically contemplated by the purchase agreement;

any change in the persons who constitute the board of directors of Freedom that is not approved in advance by at least a majority of the persons who were directors of Freedom as of the date of the founders agreement (or their successors who were so approved);

any material change in the present capitalization or dividend policy of Freedom; or

any other material change in Freedom's corporate structure or business that would reasonably be expected to adversely affect or delay the acquisition in any respect.

The sponsors have further agreed not to commit or agree to take any action inconsistent with the foregoing.



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The sponsors have agreed not to (1) transfer any of the sponsors' securities to any person or entity, (2) deposit the sponsors' securities into a voting trust, enter into any voting arrangement or understanding, or otherwise transfer, whether by proxy, voting agreement or otherwise, the right to vote the sponsors' securities or (3) take any action that would make any of its representations or warranties contained in the founders agreement untrue or incorrect or have the effect of preventing, disabling or impeding such sponsor from performing its obligations under the founders agreement.

The voting and transfer provisions in the founders agreement described above terminate upon the first to occur of (1) the closing date of the acquisition and (2) the termination of the purchase agreement pursuant to the terms of the purchase agreement.

### ***Lock-up Provision***

Each sponsor has agreed that it may not directly or indirectly transfer, or publicly announce an intention to effect any transfer, during the period commencing on June 22, 2007 and ending on the first anniversary of the closing of the acquisition, except to a permitted transferee (as defined in the founders agreement) who is a sponsor or who (except with respect to any charitable institution) agrees to be bound by the terms of the founders agreement as if such permitted transferee were a sponsor.

### ***Warrant Exercise***

Each sponsor and permitted transferee has agreed that at the written demand of Mr. Gottesman, as the GLG Shareowners' representative, each such sponsor and any permitted transferees will exercise such warrants owned by such sponsor or permitted transferee as requested to be exercised by the GLG Shareowners' representative. This demand may not be made until the redemption of Freedom's public warrants and amendment of the warrant agreement governing the sponsors' warrants to permit cashless exercise of the warrants beneficially owned by the sponsors and their permitted transferees has been effected. Each sponsor has agreed that if the GLG Shareowners' representative delivers notice of such written demand to a sponsor, the sponsor will, and will cause any permitted transferee to, exercise the warrants requested to be exercised in such notice as soon as practicable but no more than five business days after notice is given.

### ***Voting Agreement***

Concurrent with the execution of the purchase agreement, the Principals, the Trustees, Sage Summit LP and Lavender Heights Capital LP, whom we refer to collectively as the controlling stockholders, and Freedom entered into a voting agreement in connection with the controlling stockholders' control of Freedom. A copy of the voting agreement is attached as Annex F. Following consummation of the acquisition, the controlling stockholders will control approximately 54% of the voting power of the outstanding shares of capital stock of Freedom (after giving effect to the co-investment by Freedom's sponsors and assuming no redemption of shares by Freedom stockholders and no exercise of outstanding warrants).

### ***Voting Arrangement***

The controlling stockholders have agreed to vote all of the shares of Freedom common stock and Series A preferred stock and any other security of Freedom beneficially owned by the controlling stockholders that entitles them to vote in the election of directors of Freedom, which we refer to collectively as the voting stock, in accordance with the agreement and direction of the parties holding the majority of the voting stock collectively held by all controlling stockholders, which we refer to as the voting block, with respect to each of the following events:

The nomination, designation or election of the members of the board of directors of Freedom (or the board of any subsidiary) or their respective successors (or their replacements);

The removal, with or without cause, from the board of directors (or the board of any subsidiary) of any director; and

Any change in control of Freedom.

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The controlling stockholders and Freedom have agreed that so long as the controlling stockholders and their respective permitted transferees collectively beneficially own (1) more than 25% of the voting stock and at least one Principal is an employee, partner or member of Freedom or any subsidiary of Freedom or (2) more than 40% of the voting stock, Freedom will not authorize, approve or ratify any of the following actions or any plan with respect thereto without the prior approval of the Principals who are then employed by Freedom or any of its subsidiaries and who beneficially own more than 50% of the aggregate amount of voting stock held by all continuing Principals:

any incurrence of indebtedness, in one transaction or a series of related transactions, by Freedom or any of its subsidiaries in excess of \$570.0 million or, if a greater amount has been previously approved by the controlling stockholders and their respective permitted transferees, such greater amount;

any issuance by Freedom of equity or equity-related securities that would represent, after such issuance, or upon conversion, exchange or exercise, as the case may be, at least 20% of the total voting power of Freedom, other than (1) pursuant to transactions solely among Freedom and its wholly owned subsidiaries, and (2) upon conversion of convertible securities or upon exercise of warrants or options;

any commitment to invest or investment or series of related commitments to invest or investments in a person or group of related persons in an amount greater than \$250.0 million;

the adoption of a shareholder rights plan;

any appointment of a Chief Executive Officer or Co-Chief Executive Officer of Freedom; or

the termination of the employment of a Principal with Freedom or any of its material subsidiaries without cause.

The controlling stockholders and Freedom have agreed, subject to the fiduciary duties of the directors of Freedom, that so long as the controlling stockholders and their respective permitted transferee(s) beneficially own voting stock representing:

more than 50% of the total voting power of Freedom, Freedom will nominate individuals designated by the voting block such that the controlling stockholders will have six designees on the board of directors if the number of directors is ten or eleven, or five designees on the board if the number of directors is nine or less and, in each case, assuming such nominees are elected;

between 40% and 50% of the total voting power of Freedom, Freedom will nominate individuals designated by the voting block such that the controlling stockholders will have five designees on the board of directors if the number of directors is ten or eleven, or four designees on the board if the number of directors is nine or less and, in each case, assuming such nominees are elected;

between 25% and 40% of the total voting power of Freedom, Freedom will nominate individuals designated by the voting block such that the controlling stockholders will have four designees on the board of directors if the number of directors is ten or eleven, or three designees on the board if the number of directors is nine or less and, in each case, assuming such nominees are elected;

between 10% and 25% of the total voting power of Freedom, Freedom will nominate individuals designated by the voting block such that the controlling stockholders will have two designees on the board of directors, assuming such nominees are elected;

less than 10% of the total voting power of Freedom, Freedom will have no obligation to nominate any individual that is designated by the controlling stockholders; and

In the event that any designee for any reason ceases to serve as a member of the board of directors during his or her term of office, the resulting vacancy on the board will be filled by an individual designated by the controlling stockholders.

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***Transfer Restrictions***

No controlling stockholder may transfer voting stock except that transfers may be made to permitted transferees (as defined in the voting agreement) and in public markets as permitted by the GLG shareholders agreement among the GLG Shareowners, Berggruen Holdings and Marlin Equities described above.

***Drag-Along Rights***

The controlling stockholders have agreed that if (1) the voting block proposes to transfer all of the voting stock held by it to any person other than a Principal or a Trustee, (2) such transfer would result in a change in control of Freedom, and (3) if such a transfer requires any approval under the voting agreement or under the GLG shareholders agreement, such transfer has been approved in accordance with the voting agreement and the GLG shareholders agreement, then if requested by the voting block, each other controlling stockholder will be required to sell all of his or its voting stock.

***Restrictions on Other Agreements***

The controlling stockholders have agreed not to enter into or agree to be bound by any other stockholder agreements or arrangements of any kind with any person with respect to any voting stock, including, without limitation, the deposit of any voting stock in a voting trust or forming, joining or in any way participating in or assisting in the formation of a group with respect to any voting stock, except to the extent contemplated by the shareholders agreement.

***Transferees***

Any permitted transferee (other than a limited partner of Sage Summit LP and Lavender Heights Capital LP) of a controlling stockholder will be subject to the terms and conditions of the voting agreement as if such permitted transferee were a controlling stockholder. Each controlling stockholder has agreed (1) to cause its respective permitted transferees to agree in writing to be bound by the terms and conditions of the voting agreement and (2) that such controlling stockholder will remain directly liable for the performance by its respective permitted transferees of all obligations of such permitted transferees under the voting rights agreement.

***Agreement among Principals and Trustees***

Concurrent with the execution of the purchase agreement, the Principals and the Trustees entered into an agreement among principals and trustees. A copy of the agreement among principals and trustees is attached as Annex G.

The agreement among principals and trustees provides that in the event a Principal voluntarily terminates his employment with Freedom for any reason prior to the fifth anniversary of the consummation of the acquisition, the following percentages of the Freedom common stock, Freedom Series A preferred stock or Exchangeable Shares held by that Principal and his Trustee as of the consummation of the acquisition, which we refer to as Forfeitable Interests, will be forfeited, together with the same percentage of all distributions received with respect to such Forfeitable Interests after the date the Principal voluntarily terminates his employment with Freedom, to the Principals who continue to be employed by Freedom or a subsidiary as of the applicable forfeiture date and their Trustees, as follows:

in the event the termination occurs prior to the first anniversary of the consummation of the acquisition, 82.5%;

in the event the termination occurs on or after the first but prior to the second anniversary of the consummation of the acquisition, 66%;

in the event the termination occurs on or after the second but prior to the third anniversary of the consummation of the acquisition, 49.5%;

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in the event the termination occurs on or after the third but prior to the fourth anniversary of the consummation of the acquisition, 33%; and

in the event the termination occurs on or after the fourth but prior to the fifth anniversary of the consummation of the acquisition, 16.5%.

For purposes of the agreement, **forfeiture date** means the date which is the earlier of (1) the date that is six months after the applicable date of termination of employment by the Principal and (2) the date on or after such termination date that is six months after the date of the latest publicly-reported disposition of Freedom's equity securities by any continuing Principal, which disposition is not exempt from the application of the provisions of Section 16(b) of the Exchange Act.

Shares of Freedom capital stock acquired by the Principals or their Trustees after the consummation of the acquisition (other than by operation of the agreement among principals and trustees), including shares acquired as a result of equity awards from Freedom, will not be subject to the forfeiture provisions described above.

None of the forfeited Forfeitable Interests will return to or benefit Freedom. Forfeited Forfeitable Interests will be allocated among the continuing Principals and their Trustees based on their and their permitted transferees' collective pro rata ownership of all Forfeitable Interests held by the continuing Principals and their Trustees and their respective permitted transferees as of the Forfeiture Date. For purposes of this allocation, each Principal and his Trustee will be deemed to hold all Forfeitable Interests that he or his permitted transferee transfers to a charitable institution, even if such charitable institution subsequently transfers such Forfeitable Interests to any other person or entity.

To the extent that a continuing Principal or his Trustee receives Forfeitable Interests of another Principal or his Trustee or permitted transferee pursuant to the provisions described above, such Forfeitable Interests will be deemed to be Forfeitable Interests of the continuing Principal or his Trustee receiving such Forfeitable Interests for all purposes of the agreement among principals and trustees.

The transfer by a Principal or his Trustee of any Forfeitable Interests to a permitted transferee or any other person will in no way affect any of his obligations under the agreement. A Principal or his Trustee may, in his or its sole discretion, satisfy all or a portion of his or its obligations under the agreement among principals and trustees by substituting, for any shares of Freedom common stock or shares of Freedom Series A preferred stock and Exchangeable Shares otherwise forfeitable, an amount of cash equal to the closing trading price, on the business day immediately preceding the Forfeiture Date, of such shares on the securities exchange, if any, where such shares then primarily trade.

The forfeiture requirements contained in the agreement among principals and trustees will lapse with respect to a Principal and his Trustee and permitted transferees upon the death or disability of a Principal, unless he voluntarily terminated his employment with Freedom prior to such event.

The agreement among principals and trustees may be amended and the terms and conditions of the agreement may be changed or modified upon the approval of a majority of the Principals who remain employed by Freedom. Freedom and its stockholders have no ability to enforce any provision thereof or to prevent the Principals from amending the agreement among principals and trustees or waiving any forfeiture obligation.

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**THE NAME CHANGE PROPOSAL**

**Proposal**

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is proposing to amend the certificate of incorporation to change its corporate name from Freedom Acquisition Holdings, Inc. to GLG Partners, Inc. immediately prior to consummation of the acquisition. In the judgment of our board of directors, the change of our corporate name is desirable to reflect our acquisition of GLG. Our current name will not adequately reflect our business operations in the event the acquisition with GLG is consummated. Accordingly, we believe that changing our name to GLG Partners, Inc. in connection with the acquisition will better reflect our operating business in connection with the acquisition. Stockholders will not be required to exchange outstanding stock certificates for new stock certificates if the amendments to the certificate of incorporation are adopted. If the acquisition proposal and the incentive plan proposal are not adopted, the pre-closing certificate amendment proposals, including this proposal, and the post-closing certificate amendment proposal will not be presented at the special meeting.

**Required Vote**

The adoption of the name change proposal will require the affirmative vote of the holders of a majority of the outstanding shares of Freedom common stock on the record date. Abstentions and broker non-votes will have the same effect of a vote against the name change proposal.

**Recommendation**

The board of directors of Freedom believes that it is in the best interests of Freedom that the stockholders approve the proposal to amend our certificate of incorporation to change our name.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR APPROVAL OF THE ADOPTION OF THE NAME CHANGE PROPOSAL.**



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**THE AUTHORIZED SHARE PROPOSAL**

**Background**

Assuming the acquisition proposal is approved by Freedom stockholders, we are seeking your approval to amend our certificate of incorporation to increase the total number of authorized shares of: (1) Freedom capital stock (of all classes) from 201,000,000 to 1,150,000,000; (2) Freedom common stock from 200,000,000 to 1,000,000,000; and (3) Freedom preferred stock from 1,000,000 to 150,000,000, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters but which will not be entitled to dividends or certain other distributions.

The increase in the number of authorized shares of stock is being undertaken as a result of and in conjunction with the acquisition of GLG. As a result of the issuance of shares of common stock and Series A preferred stock in the acquisition and the adoption of the LTIP, as described in the incentive plan proposal, we will require additional shares of common stock and preferred stock to be reserved in our certificate of incorporation. Accordingly, this proposal to amend our certificate of incorporation is conditioned upon and subject to the approval of the acquisition proposal and the incentive plan proposal.

As of June 30, 2007, there were 64,800,003 shares of Freedom common stock issued and outstanding. As a result of the dilutive effect of the issuance of our stock in the acquisition, for purposes of illustration, a stockholder who owned 5.0% of Freedom's outstanding shares of our common stock on June 30, 2007, would own approximately 1.1% of the outstanding shares of Freedom common stock immediately following the closing of the acquisition and after giving effect to the co-investment by Freedom's sponsors and assuming no redemption of shares by Freedom stockholders and no exercise of outstanding Freedom warrants.

In connection with our initial public offering, our sponsors agreed to purchase in equal amounts an aggregate of 5,000,000 units (consisting of one share of Freedom common stock and one warrant to purchase Freedom common stock) at \$10.00 per unit (\$50.0 million in the aggregate) in a private placement that will occur immediately prior to the consummation of any business combination, including the acquisition.

Of the 200,000,000 shares of common stock currently authorized, as of June 30, 2007, 64,800,003 shares were issued and outstanding and 69,300,003 shares were reserved for issuance upon exercise of our currently outstanding warrants. After giving effect to the co-investment, 69,800,003 shares will be issued and outstanding and 74,300,003 shares will be reserved for issuance upon exercise of then outstanding warrants. As a result, only 65,899,994 shares of common stock will remain available for future issuance. Of the 1,000,000 shares of preferred stock currently authorized, none are issued and outstanding. Pursuant to the purchase agreement and subject to adjustment, we will issue or reserve for issuance 230,000,000 shares of Freedom common stock, including 10,000,000 shares of common stock to be issued for the benefit of GLG's employees, key personnel and certain other individuals, 32,940,056 shares of common stock issuable by Freedom upon exercise of certain put or call rights with respect to 32,940,056 ordinary shares of FA Sub 1 Limited, and 58,923,874 shares of common stock to be issued upon the exchange of 58,923,874 Exchangeable Shares, on a one-for-one basis, and 58,923,874 shares of Series A preferred stock. Each of the ordinary shares to be issued by FA Sub 1 Limited may be put by the holder to, or called by, Freedom immediately following consummation of the acquisition in exchange for one share of Freedom common stock. In addition, it is anticipated that pursuant to the incentive plan proposal, we will authorize shares of Freedom common stock for issuance under the LTIP. Accordingly, (1) an increase in the number of authorized shares of all capital stock, as well as common stock and preferred stock, is necessary in order to insure a sufficient number of

shares are available for issuance upon the consummation of the acquisition transaction and the adoption of the LTIP and (2) this proposal to increase the authorized number of shares of common stock is conditioned upon the approval of the acquisition proposal and the incentive plan proposal, and the board of directors, even if approved, will not undertake to amend our certificate of incorporation if those other proposals are not approved.

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The issuance of the shares of common stock in connection with the acquisition will be substantially dilutive to our current stockholders.

The issuance of common stock and Series A preferred stock in connection with the acquisition will be made in reliance upon an available exemption from registration under the Securities Act, by reason of Section 4(2) thereof, Regulation S or other appropriate exemptions, to persons who are accredited investors, as defined in Regulation D promulgated under the Securities Act and who meet other suitability requirements established for the private placement. Freedom did not independently conclude that each GLG Shareowner met the definition of an accredited investor within the meaning of the federal securities laws; however, each investor has represented, in the purchase agreement, that he or it is an accredited investor, which representations have been relied upon by Freedom to support the reliance upon such claimed exemption.

## **IF OUR STOCKHOLDERS DO NOT APPROVE THIS PROPOSAL, WE WILL NOT BE ABLE TO EFFECTUATE THE TRANSACTIONS DISCUSSED IN THE ACQUISITION PROPOSAL AND THE INCENTIVE PLAN PROPOSAL.**

### **Proposal**

Under the proposal, the first paragraph of Article Fourth of the certificate of incorporation of Freedom will be amended in its entirety to read as provided in the form of restated certificate of incorporation attached as Annex H.

Our board of directors has recommended that our stockholders approve the amendment to the certificate of incorporation to increase the number of our authorized shares. The proposed amendment would provide a sufficient number of available shares to enable us to close the transactions discussed in the acquisition proposal and would provide the board of directors with the ability to issue additional shares of common stock without requiring stockholder approval of such issuances, except as otherwise may be required by applicable law or the rules of any stock exchange or trading system on which the securities may be listed or traded, including the American Stock Exchange and/or the New York Stock Exchange. Other than as previously disclosed, our board of directors does not intend to issue any common stock except on terms that the board of directors deems to be in the best interest of Freedom and our stockholders.

### **Effect of the Authorized Share Proposal on Existing Stockholders**

*Advantages.* Prior to voting, each stockholder should consider the fact that the authorized share proposal is a prerequisite to the issuance of shares of capital stock which will be used to complete the acquisition of the Acquired Companies described in the acquisition proposal. Each stockholder should consider the fact that if we do not complete the acquisition and related share issuances, Freedom will continue as a blank check company until we find another suitable company to acquire or the trust is liquidated and Freedom ceases to operate as a public blank check company.

*Disadvantages.* The authorized share proposal, in conjunction with the acquisition proposal, will result in a substantial dilutive effect on our current stockholders. Our current stockholders' aggregate percentage ownership will decline significantly as a result of the issuance of our common stock in the acquisition. The number of shares issued in connection with the acquisition will increase substantially the number of shares of common stock currently outstanding. This means that our current stockholders will own a smaller interest in us as a result of the additional share issuances. On a primary basis, current stockholders will be reduced from owning 100% of the outstanding common stock to owning approximately 23% of the outstanding capital stock.

All shares of common stock issued in connection with the acquisition will be entitled to registration rights. Consequently, if these shares are registered, the shares may be freely transferable without restriction under the

Securities Act, absent other securities law restrictions. Such free transferability could materially and adversely affect the market price of our common stock if a sufficient number of such shares are sold in the market.

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As a result of the dilutive effect of the issuance, for purposes of illustration, a stockholder who owned 5.0% of the outstanding shares of Freedom common stock on June 30, 2007, would own approximately 1.1% of the outstanding shares of Freedom capital stock immediately following the closing of the acquisition after giving effect to the co-investment by Freedom's sponsors and assuming no redemption of shares by Freedom stockholders and no exercise of outstanding Freedom warrants.

## **Description of Capital Stock**

Freedom's authorized capital stock currently consists of 200,000,000 shares of common stock, par value \$0.0001 per share, and 1,000,000 shares of undesignated preferred stock, par value \$0.0001 per share. As of June 30, 2007, there were 64,800,003 shares of common stock issued and outstanding held by six holders of record and no shares of preferred stock issued and outstanding. Assuming the authorized share proposal and the acquisition proposal are approved, Freedom's certificate of incorporation will be amended to increase the total number of authorized shares of: (1) Freedom capital stock (of all classes) from 201,000,000 to 1,150,000,000; (2) Freedom common stock from 200,000,000 to 1,000,000,000; and (3) Freedom preferred stock from 1,000,000 to 150,000,000, of which it is expected that 58,923,874 shares will be designated by the board of directors as a new series of Freedom preferred stock titled Series A voting preferred stock, which will be entitled to one vote per share and to vote as a single class with the common stock on all matters, but which will not be entitled to dividends or certain other distributions.

Please refer to **Risk Factors**. Certain provisions in our proposed organizational documents and Delaware law will make it difficult for someone to acquire control of us. For a description of certain provisions of our certificate of incorporation that would have an effect of delaying, deferring or preventing a change of control of our company and that would operate only with respect to an extraordinary corporate transaction involving us (or any of our subsidiaries), such as a merger, reorganization, tender offer, sale or transfer of substantially all of our assets, or liquidation.

The following is a description of our capital stock as will be in effect following the consummation of the acquisition:

### ***Common Stock***

It is expected that 230,000,000 shares of common stock will be issued or reserved for issuance in connection with the acquisition. Upon consummation of the acquisition, there will be 294,800,003 shares of our common stock outstanding (299,800,003 shares upon issuance of the co-investment common stock). Except for such voting rights that may be given to one or more series of preferred stock issued by the board of directors pursuant to the blank check power granted by our certificate of incorporation or required by law, holders of common stock will have one vote per share and the right to vote on the election of our directors and all other matters requiring stockholder action. Holders of common stock are entitled to receive such dividends, if any, as may be declared from time to time by our board of directors in its discretion out of funds legally available therefor. The payment of dividends, if ever, on the common stock may be subject to the prior payment of dividends on any outstanding preferred stock with dividend rights, of which we expect that following the acquisition there will be only the Series A preferred stock, which will not be entitled to dividends. Upon our dissolution, our common stockholders will be entitled to receive pro rata all assets remaining available for distribution to stockholders after payment of all liabilities and provision for the liquidation of any shares of preferred stock with preferential liquidation rights, if any, at the time outstanding. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares voted for the election of directors can elect all of the directors. Our common stockholders have no conversion, preemptive or other subscription rights and there are no sinking fund or redemption provisions applicable to the common stock.

### ***Preferred Stock***

Our certificate of incorporation provides that one or more series of preferred stock may be created from time to time by our board of directors. Our board of directors will be authorized to fix the voting rights, if

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any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. Our board of directors will be able to, without stockholder approval, create and issue preferred stock with voting and other rights that could adversely affect the voting power and other rights of the holders of the common stock and could have anti-takeover effects. The ability of our board of directors to issue preferred stock without stockholder approval could have the effect of delaying, deferring or preventing a change of control of us or the removal of existing management. We have no preferred stock outstanding at the date hereof.

The purchase agreement provides that our board will create the Series A preferred stock as a new series of preferred stock and it is expected that 58,923,874 shares of such Series A preferred stock will be issued in connection with the acquisition. The holders of Series A preferred stock will have one vote per share and the right, together with the holders of common stock voting as a single class, to vote on the election of our directors and all other matters requiring stockholder action. In addition, the holders of Series A preferred stock will have a separate right to vote as a single class on (1) amendments to the certificate of incorporation that effect a division or combination of our common stock unless such amendment proportionately divides or combines the Series A preferred stock, (2) the declaration of any dividend or distribution on our common stock (other than in connection with a dissolution and liquidation) in shares of common stock unless a proportionate dividend or distribution is declared on the Series A preferred stock, and (3) a division or subdivision of the Series A preferred stock into a greater number of shares of Series A preferred stock or a combination or consolidation of the Series A preferred stock.

The Series A preferred stock will not be entitled to receive dividends. In the event of our liquidation, the holders of the Series A preferred stock are only entitled to receive, in preference to the common stock, \$0.0001 per share, and nothing more. The shares of Series A preferred stock will be subject to transfer restrictions intended to cause such shares to be transferred only together with the Exchangeable Shares. Each share of Series A preferred stock will be issued with an Exchangeable Share of FA Sub 2 Limited. Each Exchangeable Share is exchangeable at any time at the election of the holder for one share of Freedom common stock. For each Exchangeable Share that is exchanged for common stock, a corresponding share of Series A preferred stock will automatically be redeemed for its par value of \$0.0001 per share and become authorized but unissued preferred stock of Freedom. Except in connection with the exchange of the Exchangeable Shares, the holder of Series A preferred stock has no conversion, preemptive or other subscription rights and there are no sinking fund provisions applicable to the Series A preferred stock.

### ***FA Sub 2 Limited Exchangeable Shares***

The purchase agreement provides that 58,923,874 Exchangeable Shares will be issued in connection with the acquisition, subject to adjustment as provided therein. The holders of Exchangeable Shares will have the right to vote on certain major corporate action of FA Sub 2 Limited, including the following:

a voluntary liquidation or acts or failure to act that are designed to result in a liquidation;

any amendment of the support agreement;

any amendment of the memorandum or articles of association adverse to the holders of Exchangeable Shares; and

a reincorporation, merger, consolidation or sale of all or substantially all the assets of FA Sub 2 Limited or similar action (other than where the successor remains an affiliate of Freedom, the holder of Exchangeable Shares are not adversely affected and receive shares in the successor substantially identical in their rights as the Exchangeable Shares).

The Exchangeable Shares are entitled, subject to compliance with applicable companies laws in the British Virgin Islands, to tax distributions with respect to the holder's share of taxable income of FA Sub 2 Limited and additional distributions in an amount equal to the distributions paid by Freedom to its shareholders on an equivalent number of shares of common stock into which the Exchangeable Shares are exchangeable. In addition, the holder of Exchangeable Shares will share in liquidation proceeds of FA Sub 2 Limited on a pro-rata basis based on the number of shares of Freedom common stock the holder of the



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Exchangeable Shares would hold upon exchange of the Exchangeable Shares relative to the total number of shares of Freedom common stock immediately after the consummation of the acquisition, after giving effect to the exchange of the Exchangeable Shares (taking into account all prior distributions). The holder of Exchangeable Shares may require FA Sub 2 Limited to exchange (in the manner prescribed by the memorandum and articles of association of FA Sub 2 Limited) any or all of the Exchangeable Shares for Freedom common stock. The exchange ratio is initially one share of Freedom common stock for each Exchangeable Share, subject to certain anti-dilution provisions, including that FA Sub 2 Limited must adjust the exchange ratio in the event of a subdivision or combination of the shares of either FA Sub 2 Limited or Freedom. The Exchangeable Shares are transferable only together with the corresponding Series A preferred stock. The Exchangeable Shares may be transferred only after the holder has held the Exchangeable Shares for five years, subject to the consent and right of first refusal of FA Sub 1 Limited (except for transfers to certain permitted transferees, as described in the organizational documents of FA Sub 2 Limited, which may, subject to compliance with the memorandum and articles of association of FA Sub 2 Limited, be effected within the first five years of ownership). FA Sub 1 Limited may require the holder of Exchangeable Shares to sell its Exchangeable Shares if FA Sub 1 Limited decides to sell its own interest in FA Sub 2 Limited.

## ***Warrants***

### ***Public Stockholders Warrants***

In connection with its initial public offering, Freedom issued 52,800,000 warrants to purchase Freedom common stock to the public as part of units, all of which were outstanding as of June 30, 2007. Each public stockholders warrant entitles the holder to purchase one share of common stock at a price of \$7.50 per share, subject to adjustment as discussed below, at any time commencing on the later of (1) the consummation of the acquisition or (2) December 28, 2007, provided in each case that there is an effective registration statement covering the shares of common stock underlying the warrants in effect.

The warrants will expire on December 28, 2011. Once the warrants become exercisable, we may call the warrants for redemption:

in whole but not in part;

at a price of \$0.01 per warrant;

upon not less than 30 days prior written notice of redemption to each warrant holder; and

if, and only if, the reported last sale price of our common stock equals or exceeds \$14.25 per share for any 20 trading days within a 30-trading day period ending on the third business day prior to the notice of redemption to warrant holders.

The exercise price and number of shares of common stock issuable on exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, or our recapitalization, reorganization, merger or consolidation. However, there will be no such adjustments for issuances of common stock at a price below the warrant exercise price. Warrant holders do not have the rights or privileges of holders of common stock, including voting rights, until they exercise their warrants and receive shares of common stock.

No warrants will be exercisable unless at the time of exercise we have a registration statement under the Securities Act in effect covering the shares of common stock issuable upon the exercise of the warrants and a current prospectus relating to these shares of common stock. Under the warrant agreement, we have agreed that prior to the commencement of the exercise period, we will file a registration statement with the SEC for the registration of the

common stock issuable upon exercise of the warrants, use our best efforts to cause the registration statement to become effective on or prior to the commencement of the exercise period and to maintain a current prospectus relating to the common stock issuable upon the exercise of the warrants until the warrants expire or are redeemed.

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### *Founders Warrants*

Prior to its initial public offering, Freedom issued 12,000,003 warrants to purchase Freedom common stock to its founders in a private placement, all of which are outstanding as of June 30, 2007. The founders warrants are substantially similar to the public stockholders warrants, except that the founders warrants:

will become exercisable after our consummation of the acquisition if and when the last sales price of our common stock exceeds \$14.25 per share for any 20 trading days within a 30-trading day period beginning 90 days after such acquisition; and

are non-redeemable so long as they are held by the founders or their permitted transferees.

The holders of these warrants are permitted to transfer such warrants (including the common stock to be issued upon exercise of such warrants) in certain limited circumstances, such as to our officers and our directors, and other persons or entities associated with such holder ( permitted warrant transferees ), but the permitted warrant transferees receiving such warrants will be subject to the same sale restrictions imposed on the holders. In connection with the acquisition, each of the founders has agreed, subject to certain exceptions, not to sell or otherwise transfer any of its founders warrants (including the common stock to be issued upon exercise of the founders warrants) for a period of one year from the date of the consummation of the acquisition.

Pursuant to the registration rights contained in the GLG Shareholders Agreement, the founders warrants carry registration rights as specified in the agreement.

### *Sponsors Warrants and Co-Investment Warrants*

In connection with its initial public offering, Freedom issued 4,500,000 warrants to purchase common stock to its sponsors in a private placement, all of which are outstanding as of June 30, 2007. In addition, immediately prior to the consummation of the acquisition, Freedom's sponsors will directly or indirectly acquire an additional 5,000,000 warrants to purchase common stock as part of the co-investment by the sponsors of \$50.0 million for 5,000,000 units in a private placement. The sponsors warrants and the co-investment warrants have terms and provisions that are substantially similar to the public stockholders warrants, except that these warrants (including the common stock to be issued upon exercise of these warrants) are not transferable or salable by their holders or their permitted warrant transferees until one year after the closing of the acquisition, except to permitted warrant transferees. In addition, the sponsors warrants are non-redeemable so long as the sponsors or their permitted warrant transferees hold such warrants, while the co-investment warrants are subject to the same redemption provisions as those to which the public stockholders warrants are subject.

Pursuant to the registration rights contained in the GLG Shareholders Agreement, the sponsors warrants and co-investment warrants carry registration rights as specified in the agreement.

## **Required Vote**

The adoption of the authorized share proposal will require the affirmative vote of holders of at least a majority of the outstanding shares of our common stock. Abstentions and broker non-votes, will have the same effect as a vote against the authorized share proposal.

## **Recommendation**

The board of directors of Freedom believes that it is in the best interests of Freedom that the stockholders approve the proposal to amend our certificate of incorporation to increase our authorized shares.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR APPROVAL OF ADOPTION OF THE AUTHORIZED SHARE PROPOSAL.**

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**THE SUPER-MAJORITY VOTE PROPOSAL**

**Proposal**

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is proposing to increase from the affirmative vote of a majority of the quorum present at the meeting or a majority of the outstanding shares of Freedom common stock, as the case may be, to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to (1) adopt, alter, amend or repeal the by-laws as set forth in paragraph C of Article Seventh, (2) remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, as set forth in new paragraph G of Article Seventh, and (3) amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote, including the amendment provision itself, or to adopt any provision inconsistent with those provisions as set forth in Article Ninth, each as more fully set forth in the form of Freedom's restated certificate of incorporation attached as Annex H. If the acquisition proposal is not adopted, the pre-closing certificate amendment proposals, including this proposal, and the post-closing certificate amendment proposal will not be presented at the special meeting.

In the judgment of our board of directors, the super-majority vote proposal is desirable because it may have the effect of delaying or deterring unsolicited takeover transactions. Our board of directors determined that it was appropriate to adopt these amendments to our certificate of incorporation, notwithstanding the fact that such provisions are absent from our current certificate of incorporation, in order to enhance stockholder value by helping us thwart hostile or coercive overtures that are not supported by our board of directors.

**Required Vote**

The adoption of the super-majority vote proposal will require the affirmative vote of the holders of a majority of the outstanding shares of Freedom common stock on the record date. Abstentions and broker non-votes will have the same effect as a vote against the super-majority vote proposal.

**Recommendation**

The board of directors of Freedom believes that it is in the best interests of Freedom that the stockholders approve the proposal to amend our certificate of incorporation to increase to the affirmative vote of at least 66 2/3% of the combined voting power of all outstanding shares of Freedom capital stock entitled to vote generally, voting together as a single class, the vote required for Freedom's stockholders to (1) adopt, alter, amend or repeal the by-laws, (2) remove a director (other than directors elected by a series of preferred stock of Freedom, if any, entitled to elect a class of directors) from office, with or without cause, and (3) amend, alter or repeal certain provisions of the certificate of incorporation which require a stockholder vote higher than a majority vote.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR APPROVAL OF THE ADOPTION OF THE SUPER-MAJORITY VOTE PROPOSAL.**

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**THE OTHER PRE-CLOSING CERTIFICATE AMENDMENTS PROPOSAL**

**Proposal**

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is proposing to amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent as set forth in Article Second, the ability to call special meetings of stockholders as set forth in paragraph H of Article Seventh, the scope of the indemnification of officers and directors as set forth in paragraph B of Article Eighth and certain other ministerial amendments, each as more fully set forth in the form of Freedom's restated certificate of incorporation attached as Annex H. If the acquisition proposal is not adopted, the pre-closing certificate amendment proposals, including this proposal, and the post-closing certificate amendment proposal will not be presented at the special meeting.

In the judgment of our board of directors, the other pre-closing certificate amendments proposal is desirable in order to (1) ensure that stockholders meetings are called in an orderly manner, (2) ensure that officers, directors and others benefit from the full scope of the indemnification provisions and (3) make certain ministerial changes to the certificate of incorporation after giving effect to the various amendments contained in the pre-closing certificate amendment proposals. You are urged to read the restated certificate of incorporation in its entirety.

**Required Vote**

The adoption of the other pre-closing certificate amendments proposal will require the affirmative vote of the holders of a majority of the outstanding shares of Freedom common stock on the record date. Abstentions and broker non-votes will have the same effect as a vote against the super-majority vote proposal.

**Recommendation**

The board of directors of Freedom believes that it is in the best interests of Freedom that the stockholders approve the proposal to amend certain other provisions of the certificate of incorporation relating to, among other things, Freedom's registered agent, the ability to call special meetings of stockholders, the scope of the indemnification of officers and directors and certain other ministerial amendments, as more fully set forth in the form of Freedom's restated certificate of incorporation attached as Annex H.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR APPROVAL OF THE ADOPTION OF THE OTHER PRE-CLOSING CERTIFICATE AMENDMENTS PROPOSAL.**

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**THE POST-CLOSING CERTIFICATE AMENDMENT PROPOSAL**

**Proposal**

Assuming the acquisition proposal is approved by Freedom stockholders, Freedom is proposing to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth of Freedom's certificate of incorporation and to add provisions in Article Fourth, paragraph B regarding dividends and distributions. The form of restated certificate of incorporation as expected to be adopted and filed after giving effect to all of the proposed amendments described in the pre-closing certificate amendment proposals and the post-closing certificate amendment proposal is attached as Annex H. If the acquisition proposal is not adopted, the pre-closing certificate amendment proposals and this post-closing certificate amendment proposal will not be presented at the special meeting.

In the judgment of our board of directors, the post-closing certificate amendment proposal is desirable because certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth relate to the operation of Freedom as a blank check company prior to the consummation of a business combination. Article Third, Article Fourth, paragraph B and Article Fifth require, among other things, that proceeds from Freedom's initial public offering be held in a trust account until a business combination or liquidation of the Freedom has occurred and also requires that the terms of a proposed business combination be submitted for approval by Freedom's stockholders. These sections will not be applicable upon consummation of the acquisition.

**Required Vote**

The adoption of the post-closing certificate amendment proposal will require the affirmative vote of the holders of a majority of the outstanding shares of Freedom common stock on the record date. Abstentions and broker non-votes will have the same effect as a vote against the post-closing certificate amendment proposal.

**Recommendation**

The board of directors of Freedom believes that it is in the best interests of Freedom that the stockholders approve the proposal to amend our certificate of incorporation to remove, effective after the consummation of the acquisition, certain provisions of Article Third and Article Fourth, paragraph B and the entirety of Article Fifth and to add provisions in Article Fourth, paragraph B regarding dividends and distributions.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS VOTE FOR APPROVAL OF THE ADOPTION OF THE POST-CLOSING CERTIFICATE AMENDMENT PROPOSAL.**

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**THE INCENTIVE PLAN PROPOSAL**

**Background**

Assuming the acquisition proposal is approved by Freedom stockholders, we are seeking your approval on the adoption of the Freedom 2007 Long-Term Incentive Plan (the LTIP ) providing for the issuance of a maximum of \_\_\_\_\_ shares of common stock in connection with the grant of options and/or other stock-based or stock-denominated awards (subject to adjustment and the other restrictions described below under \_\_\_\_\_ Shares Available ).

On June 22, 2007, our board of directors unanimously approved the LTIP, and recommended that the LTIP be submitted to the stockholders for approval at the special meeting. On \_\_\_\_\_, 2007, our board approved the maximum number of shares of common stock subject to awards under the LTIP. If approved by the stockholders at the special meeting, the LTIP will become effective as of the closing of the acquisition. A copy of the LTIP is attached as Annex I.

The LTIP being submitted under this proposal does not currently have any securities issued pursuant to it and no future issuances which may be awarded have been determined, approved or granted at this time.

**Description of the Freedom 2007 Long-Term Incentive Plan**

The following is a brief description of certain important features of the LTIP, the full text of which is attached as Annex I. This summary does not purport to be complete and is qualified in its entirety by reference to Annex I. **If the proposal to adopt the LTIP is approved, we intend to promptly file a registration statement on Form S-8 under the Securities Act, registering the shares available for issuance under the LTIP. If the acquisition proposal, each of the certificate amendment proposals and the post-closing certificate amendment are not approved, then Freedom will not adopt the LTIP.**

The LTIP permits the Compensation Committee of our board of directors (the Committee) to grant awards from time to time as stock options (which may be incentive stock options eligible for special tax treatment or non-qualified stock options), stock, restricted stock, restricted stock units, stock appreciation rights (which may be in conjunction with or separate and apart from a grant of stock options), performance units and performance shares. Any of these types of awards (except stock options or stock appreciation rights, which are deemed to be performance based) may be granted as performance compensation awards intended to qualify as performance based compensation for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the Code).

***Purpose; Eligibility.***

The purpose of the LTIP is to promote the interests of our company and our stockholders by providing incentive compensation opportunities to assist in:

attracting, motivating and retaining employees, service providers, including certain individuals who are participants in the limited partner profit share arrangement, and non-employee directors; and

aligning the interests of our employees, service providers and non-employee directors who participate in the LTIP with the interests of our stockholders.



The LTIP will remain in effect until all awards under the LTIP have been exercised or terminated under the terms of the LTIP and applicable award agreements, provided that awards under the LTIP may be granted only within ten years from the LTIP's effective date.

Awards under the LTIP may be made to an individual who is (1) an employee of ours or any of our subsidiaries, (2) a service provider of ours or any of our subsidiaries or (3) a non-employee director of ours.

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***Terms of Awards***

*Stock Options.* A stock option is an option to purchase a specific number of shares of our common stock exercisable at such time or times, and subject to such terms and conditions, as the Committee may determine consistent with the terms of the LTIP, including the following:

The exercise price of an option will not be less than the fair market value of our common stock on the date the option is granted;

No option may be exercisable more than ten years after the date the option is granted;

The exercise price of an option will be paid in cash or, at the discretion of the Committee, in shares of our common stock or in a combination of cash and our common stock; and

No fractional shares of our common stock will be issued or accepted.

Incentive stock options, which are options that comply with the requirements of Section 422 of the Code, are subject to the following additional provisions:

The aggregate fair market value (determined at the time of grant) of the shares of our common stock subject to incentive stock options that are exercisable by one person for the first time during a particular calendar year may not exceed the maximum amount permitted under the Code (currently \$100,000); provided, however, that if the limitation is exceeded, the incentive stock options in excess of such limitation will be treated as non-qualified stock options;

No incentive stock option may be granted under the LTIP more than ten years after the effective date of the LTIP; and

No incentive stock option may be granted to any participant who on the date of grant is not our employee or an employee of one of our subsidiaries within the meaning of Code Section 424(f).

*Stock.* Shares of common stock may be issued to participants without any restrictions on transfer or other vesting requirements.

*Restricted Stock.* Shares of restricted stock are shares of our common stock that are issued to a participant subject to restrictions on transfer and such other restrictions on incidents of ownership as the Committee may determine, which restrictions will lapse at such time or times, or upon the occurrence of such event or events, including but not limited to the achievement of one or more specific goals with respect to our performance, the performance of a business unit (which may but need not be a subsidiary) or the performance of the participant over a specified period of time as the Committee may determine. Subject to the specified restrictions, the participant as owner of the shares of restricted stock will have the rights of the holder thereof, except that the Committee may provide at the time of the award that any dividends or other distributions paid with respect to the shares of restricted stock while subject to the restrictions will be accumulated, with or without interest, or reinvested in our common stock and held subject to the same restrictions as the restricted stock and such other terms and conditions as the Committee will determine.

*Restricted Stock Units.* A restricted stock unit, or RSU, is an award of a contractual right to receive at a specified future date an amount based on the fair market value of one share of our common stock, subject to such terms and conditions as the Committee may establish. RSUs that become payable in accordance with their terms and conditions will be settled in cash, shares of our common stock, or a combination of cash and our common stock, as determined

by the Committee. The Committee may provide for the accumulation of dividend equivalents in cash, with or without interest, or the reinvestment of dividend equivalents in our common stock held subject to the same conditions as the RSU and such terms and conditions as the Committee may determine. No participant who holds RSUs will have any ownership interest in the shares of common stock to which such RSUs relate until and unless payment with respect to such restricted stock units is actually made in shares of common stock.

*Stock Appreciation Rights.* A stock appreciation right, or SAR, is the right to receive a payment measured by the increase in the fair market value of a specified number of shares of our common stock from

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the date of grant of the SAR to the date on which the participant exercises the SAR. Under the LTIP, SARs may be (1) freestanding SARs or (2) tandem SARs granted in conjunction with an option, either at the time of grant of the option or at a later date, and exercisable at the participant's election instead of all or any part of the related option. The payment to which a participant is entitled on exercise of a SAR may be in cash, in our common stock valued at fair market value on the date of exercise or partly in cash and partly in our common stock, as the Committee may determine. For purposes of the LTIP, fair market value means the closing sale price of our common stock as reported by the New York Stock Exchange, Inc. (or if our common stock is not then traded on the New York Stock Exchange, Inc., the closing sale price of our common stock on the stock exchange or over-the-counter market on which our common stock is principally trading on the relevant date) on the date of a determination (or on the immediately preceding day our common stock was traded if it was not traded on the date of a determination).

*Performance Units.* A performance unit is an award denominated in cash, the amount of which may be based on the achievement, over a specified period of time, of one or more specific goals with respect to our performance, the performance of a business unit (which may but need not be a subsidiary) or the performance of a participant to whom the performance units are granted. The annual amount that may be paid to any one participant with respect to performance units will not exceed \$ million per year. The payout of performance units may be in cash, shares of our common stock valued at fair market value on the payout date (or at the sole discretion of the Committee, the day immediately preceding that date), or a combination of cash and shares of our common stock, as the Committee may determine.

*Performance Shares.* A performance share is an award denominated in shares of our common stock, the amount of which may be based on the achievement, over a specified period of time, of one or more specific goals with respect to our performance, the performance of a business unit (which may but need not be a subsidiary) or the performance of a participant to whom the performance shares are granted. The payout of performance shares may be in cash based on the fair market value of our common stock on the payout date (or at the sole discretion of the Committee, the day immediately preceding that date), shares of our common stock, or a combination of cash and shares of our common stock, as the Committee may determine.

*Performance Compensation Awards.* The Committee may designate any award (other than an option or SAR) at the time of its grant as a performance compensation award so that the award constitutes qualified performance-based compensation under Code Section 162(m), to the extent