

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
June 6, 2022

FREEDOM ACQUISITION I CORP.

(Exact Name of Registrant as Specified in its Charter)

Cayman Islands

(State or other jurisdiction
of incorporation)

001-40117

(Commission
File Number)

N/A

(I.R.S. Employer
Identification No.)

14 Wall Street, 20th Floor
New York, NY

(Address of Principal Executive Offices)

10005

(Zip Code)

Registrant's telephone number, including area code: **(212) 618-1798**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0001 per share	FACT	The New York Stock Exchange
Redeemable warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of \$11.50	FACT WS	The New York Stock Exchange
Units, each consisting of one Class A ordinary share and one-fourth of one redeemable warrant	FACT.U	The New York Stock Exchange

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On June 6, 2022, LVS III SPE XLIII LP (“LVS”), a Delaware limited partnership and previously a member of our sponsor, Freedom Acquisition I LLC, sold its entire interest in our sponsor to NextG Tech Limited, a Cayman Islands exempted company (“NextG”) (the “Sponsor Transaction”). In connection with the Sponsor Transaction, we, our sponsor, LVS, NextG and certain other individuals party thereto entered into Amendment No. 1 (the “Amendment”) to the Letter Agreement dated February 25, 2021 filed as Exhibit 10.1 to the Current Report on Form 8-K filed on March 2, 2021 (the “Letter Agreement”).

Pursuant to the Amendment, LVS assigned all of its rights, interests and obligations under the Letter Agreement to NextG. In addition, the Letter Agreement was amended to permit us to pay China Bridge Capital (“CBC”), which is an affiliate of NextG, for certain advisory services pursuant the CBC Agreement (as defined below). In May 2021, we entered into an agreement with CBC (as amended from time to time, the “CBC Agreement”) for CBC to provide advisory and investment banking services to us in connection with a potential business combination. Under the CBC Agreement, we will pay CBC a customary advisory fee, which amount shall be negotiated at the time of the business combination, upon the closing of the business combination. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is incorporated by reference hereto as Exhibit 10.1 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On June 6, 2022, we issued an unsecured promissory note (the “Note”) in the amount of up to \$500,000 to our sponsor (the “Payee”). The proceeds of the Note, which may be drawn down from time to time until we consummate our initial business combination, will be used for general working capital purposes.

The Note bears no interest and is payable in full upon the earlier to occur of (i) twenty-four (24) months from the closing of the initial public offering (or such later date as may be extended in accordance with the terms of the our Amended and Restated Memorandum and Articles of Association) or (ii) the consummation of the our business combination. A failure to pay the principal within five business days of the date specified above or the commencement of a voluntary or involuntary bankruptcy action shall be deemed an event of default, in which case the Note may be accelerated. Prior to the our first payment of all or any portion of the principal balance of the Note in cash, the Payee has the option to convert all, but not less than all, of the principal balance of the Note into private placement warrants (the “Conversion Warrants”), each warrant exercisable for one ordinary share at an exercise price of \$1.50 per share. The terms of the Conversion Warrants would be identical to the warrants issued by us to the Payee in a private placement that was consummated in connection with our initial public offering. The Payee shall be entitled to certain registration rights relating to the Conversion Warrants.

The issuance of the Note was made pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended.

A copy of the Note is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. The disclosures set forth in this Item 2.03 are intended to be summaries only and are qualified in their entirety by reference to the Note.

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

On June 6, 2022, concurrently with the Sponsor Transaction described above, Jamie Weinstein, who was LVS's nominee to our board of directors, resigned from our board of directors. Mr. Weinstein's resignation was not the result of any dispute or disagreement with us or our board of directors on any matter relating to our operations, policies or practices.

Pursuant to the Letter Agreement, NextG has the right to designate a nominee to our board of directors, and has designated Edward Zeng as its nominee to our board of directors. On June 6, 2022, our board of directors appointed Mr. Zeng to the board of directors, effective immediately.

Except as described above, there are no arrangements or understandings between Mr. Zeng and any other person pursuant to which he was selected as a director.

Mr. Zeng is the founder and Managing Partner of CBC and beneficially owns approximately 85% of CBC. As described in further detail above, we will pay CBC certain fees upon the closing of a business combination pursuant to the CBC Agreement. Other than the CBC Agreement, Mr. Zeng has no direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K or Item 5.02(d) of Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment to Letter Agreement, dated June 6, 2022
10.2	Promissory Note dated June 6, 2022, issued by Freedom Acquisition I Corp. to Freedom Acquisition I LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: June 6, 2022

FREEDOM ACQUISITION I CORP.

By: /s/ Adam Gishen

Name: Adam Gishen

Title: Chief Executive Officer

June 6, 2022

Freedom Acquisition I Corp.
14 Wall Street, 20th Floor
New York, NY 10005

Re: Amendment No. 1 (the "Amendment") to Letter Agreement dated February 25, 2021

Ladies and Gentlemen:

Reference is made to that certain letter agreement dated February 25, 2021 (the "**2021 Letter Agreement**"), by and among Freedom Acquisition I Corp., a Cayman Islands exempted company (the "**Company**"), Freedom Acquisition LLC, a Cayman Islands limited liability company (the "**Freedom I Consortium**"), LVS III SPE XLIII LP, a Delaware limited partnership (the "**PIMCO Investor**") and certain individuals party thereto, that was delivered to the Company in accordance with the Underwriting Agreement, dated February 25, 2021, entered into by and among the Company and J.P. Morgan Securities LLC, as representative of the several underwriters, relating to an underwritten initial public offering, of 28,750,000 of the Company's units (including up to 3,750,000 units that may be purchased by the Underwriters to cover over-allotments, if any), each comprising one share of the Company's Class A common stock, par value \$0.0001 per share, and one-third of one redeemable warrant. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the 2021 Letter Agreement.

1. Assignment of Rights, Interests and Obligations

The PIMCO Investor has certain rights, interests and obligations under the 2021 Letter Agreement that it now wishes to assign to NextG Tech Limited, a Cayman Islands exempted company (the "**Assignee**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Pursuant to Paragraph 18 of the 2021 Letter Agreement, each of the Sponsor, the PIMCO Investor, the Freedom I Consortium, the Assignee and the undersigned individuals, each of whom is a member of the Company's board of directors and/or management team or employee of the Company, hereby agrees that all rights, interests and obligations of the PIMCO Investor under the 2021 Letter Agreement are hereby assigned to the Assignee and that the PIMCO Investor shall have no further rights, interests or obligations under the 2021 Letter Agreement, in each case, effective as of the date hereof.

2. Amendment to Paragraph 10

Pursuant to Paragraph 17 of the 2021 Letter Agreement, each of the Sponsor, the PIMCO Investor, the Freedom I Consortium, the Assignee and the undersigned individuals agree to amend and restate Paragraph 10 of the 2021 Letter Agreement in its entirety as follows:

Prior to the consummation of the initial Business Combination, each of the Assignee and the Freedom I Consortium shall have the right to designate one representative as nominee to the board of directors of the Company and two observers of the board of directors of the Company commencing on the effective date of the registration statement on Form S-1 related to the Public Offering in the case of the Freedom I Consortium and on the date hereof in the case of the Assignee until the earlier to occur of (i) any Business Combination and (ii) either the Freedom I Consortium or the Assignee transferring or disposing of any of their membership interests in the Sponsor, other than to an affiliate of such investor. In addition, the Freedom I Consortium shall have the right to nominate three independent directors for election to the board of directors of the Company, with such director candidates subject to the approval of the Assignee (such approval not to be unreasonably withheld). The Sponsor agrees to vote the Founder Shares in favor of (a) each of the Freedom I Consortium's and the Assignee's representative nominees to the board of directors when each of the Freedom I Consortium and the Assignee's representative nominees are up for election and (b) the independent director nominees designated by the Freedom I Consortium and approved by the Assignee when each of such nominees is up for election. Any changes to the identity of the Freedom I Consortium's or the Assignee's representative nominees to the board of directors shall be subject to the approval of the Assignee or the Freedom I Consortium, as applicable (such approval not to be unreasonably withheld).

3. Amendment to Paragraph 12

Pursuant to Paragraph 17 of the 2021 Letter Agreement, each of the Sponsor, the PIMCO Investor, the Freedom I Consortium, the Assignee and the undersigned individuals agree to amend and restate Paragraph 12 of the 2021 Letter Agreement in its entirety as follows:

The Company agrees that, except as disclosed in the Prospectus, neither the Sponsor nor any Insider or employee, nor any affiliate of the Sponsor or any Insider or employee of the Company, shall receive from the Company any finder's fee, reimbursement, consulting fee, non-cash payments, monies in respect of any repayment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate, the consummation of the Company's initial Business Combination (regardless of the type of transaction that it is), other than the following, none of which will be made from the proceeds held in the Trust Account prior to the completion of the initial Business Combination: repayment of a loan and advances up to an aggregate of \$300,000 made to the Company by the Sponsor; payment to the Sponsor for certain office space, utilities, secretarial and administrative support services provided to the Company and other expenses and obligations of the Sponsor as may be reasonably required by the Company for a total up to \$10,000 per month; payment of approximately \$412,500 for salaries annually to certain employees for their services prior to the consummation of an initial Business Combination; payment to China Bridge Capital, which is an affiliate of the Assignee, pursuant to that certain advisory services agreement between the Company and China Bridge Capital of a customary advisory fee, which amount shall be negotiated at the time of the initial Business Combination; reimbursement for any reasonable out-of-pocket expenses related to identifying, investigating, negotiating and completing an initial Business Combination; and repayment of loans, if any, and on such terms as to be determined by the Company from time to time, made by the Sponsor or an affiliate of the Sponsor or any of the Company's officers or directors to finance transaction costs in connection with an intended initial Business Combination, provided, that, if the Company does not consummate an initial Business Combination, a portion of the working capital held outside the Trust Account may be used by the Company to repay such loaned amounts so long as no proceeds from the Trust Account are used for such repayment. Up to \$2,000,000 of such loans may be convertible into warrants at a price of \$1.50 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants, including as to exercise price, exercisability and exercise period.

4. Miscellaneous

Except as expressly amended hereby, the 2021 Letter Agreement shall remain unchanged, and the 2021 Letter Agreement, as so amended, shall continue in full force and effect in accordance with its terms. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. This Amendment may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

Sincerely,

FREEDOM ACQUISITION I LLC

By: /s/ Adam Gishen
Name: Adam Gishen
Title: Manager

By: /s/ Tidjane Thiam
Name: Tidjane Thiam
Title: Executive Chairman

By: /s/ Adam Gishen
Name: Adam Gishen
Title: Chief Executive Officer

By: /s/ Jamie Weinstein
Name: Jamie Weinstein
Title: Director

By: /s/ Noreen Doyle
Name: Noreen Doyle
Title: Director

By: /s/ William Janetschek
Name: William Janetschek
Title: Director

By: /s/ Nell Cady-Kruse
Name: Nell Cady-Kruse
Title: Director

By: /s/ Edward Zeng
Name: Edward Zeng
Title: Director

By: /s/ Rachelle du Rocher
Name: Rachelle du Rocher
Title: Executive Assistant

[Signature Page to Insider Letter –Amendment]

LVS III SPE XLIII LP

By: LVS III GP LLC, its general partner

By: /s/ Harin de Silva

Name: Harin de Silva

Title: Authorized Person

NextG Tech Limited

By: /s/ Edward Zeng

Name: Edward Zeng

Title: Chairman

Acknowledged and Agreed:

FREEDOM ACQUISITION I CORP.

By: /s/ Adam Gishen

Name: Adam Gishen

Title: Chief Executive Officer

[Signature Page to Insider Letter –Amendment]

THIS PROMISSORY NOTE (“NOTE”) HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

PROMISSORY NOTE

Principal Amount: \$500,000

Dated as of June 6, 2022

Freedom Acquisition I Corp., a Cayman Islands exempted company and blank check company (the “**Maker**”), promises to pay to the order of Freedom Acquisition I LLC, or its registered assigns or successors in interest (the “**Payee**”), or order, the principal sum of FIVE HUNDRED THOUSAND U.S. dollars (\$500,000) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by check or wire transfer of immediately available funds or as otherwise determined by the Maker to such account as the Payee may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Principal.** The principal balance of this Note shall be payable on the earlier of: (i) twenty-four (24) months from the closing of the initial public offering (or such later date as may be extended in accordance with the terms of the Maker’s memorandum and articles of association) or (ii) the date on which Maker consummates a business combination. The principal balance may be prepaid at any time.

2. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.

3. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney’s fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note.

4. **Conversion.**

(a) Notwithstanding anything contained in this Note to the contrary, at Payee’s option, at any time prior to Maker’s first payment of all or any portion of the principal balance of this Note in cash, Payee may elect to convert all (but not less than all) of the principal balance of this Note into that number of warrants consisting of one warrant exercisable for one ordinary share of the Maker (the “**Conversion Warrants**”), equal to: (x) the principal amount of this Note being converted pursuant to this Section 4, divided by (y) \$1.50, rounded up to the nearest whole number of warrants. The Conversion Warrants shall be identical to the warrants issued by the Maker to the Payee in the private placement that occurred upon consummation of the Maker’s initial public offering. The Conversion Warrants and their underlying securities, and any other equity security of Maker issued or issuable with respect to the foregoing by way of a share dividend or share split or in connection with a combination of shares, recapitalization, amalgamation, consolidation or reorganization, shall be entitled to the registration rights set forth in Section 5 hereof. For the avoidance of doubt, Payee may not elect to convert a portion that is less than all of the principal balance of this Note under the terms hereof.

(b) Upon the conversion of the principal amount of this Note, (i) the principal amount shall be so converted and the Note shall become fully paid and satisfied, (ii) Payee shall surrender and deliver this Note, duly endorsed, to Maker or such other address which Maker shall designate against delivery of the Conversion Warrants and (iii) in exchange for the surrendered Note, Maker shall, at the direction of Payee, deliver to Payee (or its members or their respective affiliates) (Payee or such other persons, the “**Holder**s”) the Conversion Warrants, which shall bear such legends as are required, in the opinion of counsel to Maker or by any other agreement between Maker and Payee and applicable state and federal securities laws.

(c) The Holders shall pay any and all issue and other taxes that may be payable with respect to any issue or delivery of the Conversion Warrants upon conversion of this Note pursuant hereto; provided, however, that the Holders shall not be obligated to pay any transfer taxes resulting from any transfer requested by the Holders in connection with any such conversion.

(d) The Conversion Warrants shall not be issued upon conversion of this Note unless such issuance and such conversion comply with all applicable provisions of law.

5. Registration Rights

(a) Reference is made to that certain Registration Rights Agreement between Maker and the parties thereto, dated as of February 25, 2021 (the “**Registration Rights Agreement**”). All capitalized terms used in this Section 5 shall have the same meanings ascribed to them in the Registration Rights Agreement.

(b) The Holders shall be entitled to three (3) Demand Registrations, which shall be subject to the same provisions as set forth in Section 2.1 of the Registration Rights Agreement.

(c) The Holders shall also be entitled to include the Conversion Warrants and their underlying securities in Piggyback Registrations, which shall be subject to the same provisions as set forth in Section 2.2 of the Registration Rights Agreement; provided, however, that in the event that an underwriter advises Maker that the Maximum Number of Securities has been exceeded with respect to a Piggyback Registration, the Holders shall not have any priority for inclusion in such Piggyback Registration.

(d) Except as set forth above, the Holders and Maker, as applicable, shall have all of the same rights, duties and obligations set forth in the Registration Rights Agreement.

6. Events of Default. The following shall constitute an event of default (“**Event of Default**”):

(a) Failure to Make Required Payments. Failure by Maker to pay the principal amount due pursuant to this Note within five (5) business days of the date specified above.

(b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

7. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 6(a) hereof, Payee may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 6(b) and 6(c), the unpaid principal balance of this Note, and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

8. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

9. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

10. Notices. All notices, statements or other documents which are required or contemplated by this Note shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party or (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

11. Construction. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.

12. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Trust Waiver. Notwithstanding anything herein to the contrary, the Payee hereby waives any and all right, title, interest or claim of any kind ("**Claim**") in or to any distribution of or from the trust account in which the proceeds of the initial public offering (the "**IPO**") conducted by the Maker (including the deferred underwriting discounts and commissions) and the proceeds of the sale of the warrants issued in a private placement that occurred in connection with the IPO were deposited, as described in greater detail in the registration statement and prospectus filed with the Securities and Exchange Commission in connection with the IPO, and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the trust account for any reason whatsoever.

14. Amendment; Waiver. Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of the Maker and the Payee.

15. Assignment. No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

[Signature page follows]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the day and year first above written.

FREEDOM ACQUISITION I CORP.

a Cayman Islands exempted company

By: /s/ Adam Gishen

Name: Adam Gishen

Title: Chief Executive Officer

FREEDOM ACQUISITION I LLC

a Cayman Islands limited liability company

By: /s/ Adam Gishen

Name: Adam Gishen

Title: Manager
