

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

FORM 8-K

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

Date of report (Date of earliest event reported): June 7, 2023

ALTi Global, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40103
(Commission
File Number)

92-1552220
(IRS Employer
Identification No.)

**520 Madison Avenue, 21st Floor
New York, New York 10022**
(Address of Principal Executive Offices)

(212) 396-5904
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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 exchange on which registered
Class A common stock, par value \$0.0001 per share	ALTI	Nasdaq Capital Market
Warrants, each whole warrant exercisable for one Class A common stock at an exercise price of \$11.50	ALTIW	Nasdaq Capital Market

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.

As previously disclosed, on May 5, 2023, ALTi Global, Inc., a Delaware corporation (the “Company”) (f/k/a Cartesian Growth Corporation (“Cartesian”)), announced the commencement of its offer to each holder of its outstanding warrants, each whole warrant exercisable for one share of Class A Common Stock, par value \$0.0001 per share (“Class A Common Stock”), of the Company, at an exercise price of \$11.50 per share, consisting of (a) publicly traded warrants (the “Public Warrants”), which were sold as part of the units in Cartesian’s initial public offering (the “IPO”) whether they were purchased in the IPO or thereafter in the open market and (b) warrants that were issued in a private placement in connection with the closing of the IPO that have not become public warrants as a result of being transferred to any person other than permitted transferees (the “Private Warrants” and together with the Public Warrants, the “Warrants”). The Company offered to all holders of the Warrants the opportunity to receive 0.25 shares of Class A Common Stock in exchange for each of such Warrants tendered by the holder and exchanged pursuant to the offer (the “Offer”). Concurrently with the Offer, the Company solicited consents (the “Consent Solicitation”) from holders of the Warrants to amend the Amended and Restated Warrant Agreement, dated as of January 3, 2023 (the “Warrant Agreement”), by and between the Company and Continental Stock Transfer & Trust Company (the “Warrant Agent”), which governs all of the Warrants, to permit the Company to require that each warrant that is outstanding upon the closing of the Offer be exchanged for 0.225 shares of Class A Common Stock, which is a ratio 10% less than the exchange ratio applicable to the Offer (such amendment, the “Warrant Amendment”).

The Offer and Consent Solicitation expired one minute after 11:59 p.m., Eastern Standard Time, on June 2, 2023. The Company has been advised that 10,711,686 Public Warrants (including 51,753 Public Warrants tendered through guaranteed delivery), or approximately 97.5% of the outstanding Public Warrants, and 8,745,658 Private Warrants, or approximately 98.3% of the outstanding Private Warrants, were validly tendered and not validly withdrawn prior to the expiration of the Offer and Consent Solicitation. The Company accepted all validly tendered warrants for exchange and settlement on June 7, 2023, following the expiration of the deadline for the Warrants tendered pursuant to notices of guaranteed delivery on June 6, 2023.

In addition, pursuant to the Consent Solicitation, the Company received the approval of parties representing approximately 97.5% of the outstanding Public Warrants and approximately 98.3% of the outstanding Private Warrants to enter into the Warrant Amendment, which exceeds the threshold of 65% of each of the outstanding Public Warrants and outstanding Private Warrants required to effect the Warrant Amendment. Accordingly, the Company and the Warrant Agent entered into the Warrant Amendment, dated June 7, 2023, and the Company announced that it will exercise its right, in accordance with the terms of the Warrant Amendment, to exchange each warrant that is outstanding upon the closing of the Offer for 0.225 shares of Class A Common Stock per warrant (the “Post-Offer Exchange”). The Company has fixed the date for the Post-Offer Exchange as June 22, 2023.

The foregoing description of the Warrant Amendment is qualified in its entirety by reference to the Warrant Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 3.03. Material Modification to Rights of Security Holders.

Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.07. Submission of Matters to a Vote of Security Holders.

Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.07.

Item 8.01. Other Events.

On June 7, 2022, the Company issued a press release announcing the closing of the Offer and Consent Solicitation and the entry into the Warrant Amendment. At closing, the Company issued 4,864,275 shares of Class A Common Stock in exchange for the Warrants tendered in the Offer.

Item 9.01. Financial Statements and Exhibits

The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 to Amended and Restated Warrant Agreement, dated June 7, 2023, by and between ALTi Global, Inc. and Continental Stock Transfer & Trust Company.
99.1	Press Release of ALTi Global, Inc., dated June 7, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

SIGNATURE

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

Date: June 7, 2023

ALTI GLOBAL, INC.

/s/ Michael Tiedemann

Name: Michael Tiedemann

Title: Chief Executive Officer

WARRANT AMENDMENT

AMENDMENT NO. 1 TO AMENDED AND RESTATED WARRANT AGREEMENT

This Amendment (this “**Amendment**”) is made as of June 7, 2023, by and between ALTi Global, Inc., a Delaware corporation (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”), and constitutes an amendment to that certain Amended and Restated Warrant Agreement, dated as of January 3, 2023, between the Company (f/k/a Cartesian Growth Corporation (“**SPAC**”) and the Warrant Agent (the “**Existing Warrant Agreement**”). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Existing Warrant Agreement.

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that the Company and the Warrant Agent may amend, subject to certain conditions provided therein, the Existing Warrant Agreement with the vote or written consent of registered holders of at least 65% of the number of the then-outstanding Public Warrants and, solely with respect to any amendment to the terms of the Private Warrants or any provision of the Existing Agreement with respect to the Sponsor Warrants, the vote or written consent of 65% of the number of the then-outstanding Private Warrants;

WHEREAS, the Company desires to amend the Existing Warrant Agreement to provide the Company with the right to require the registered holders of the Warrants to exchange all of the outstanding Warrants for Common Stock, on the terms and subject to the conditions set forth herein; and

WHEREAS, in the exchange offer and consent solicitation undertaken by the Company pursuant to the Registration Statement on Form S-4 filed with the U.S. Securities and Exchange Commission, the registered holders of more than 65% of the number of the then outstanding Public Warrants and more than 65% of the Private Warrants have consented to and approved this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend the Existing Warrant Agreement as set forth herein.

1. Amendment of Existing Warrant Agreement. The Existing Warrant Agreement is hereby amended by adding:

(a) the new Section 6A thereto:

“6A. Mandatory Exchange.

6A.1. Company Election to Exchange. Notwithstanding any other provision in this Agreement to the contrary, all (and not less than all) of the outstanding Warrants may be exchanged, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the registered holders of the then outstanding Warrants, as described in Section 6A.2 below, for Class A Shares (or any Alternative Issuance pursuant to Section 4.6), at the exchange rate of 0.225 of Class A Shares (or any Alternative Issuance pursuant to Section 4.6) for each Warrant held by the registered holder thereof (the “**Consideration**”) (subject to equitable adjustment by the Company in the event of any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Class A Shares). In lieu of issuing fractional shares, in the event that a holder of Warrants would otherwise be entitled to receive a fractional interest in a Class A Share, the Company will round down to the nearest whole number, the number of Class A Shares to be issued to such holder and after aggregating all such fractional shares of such holder, the holder shall be paid in cash (without interest) in an amount equal to such fractional part of a share multiplied by the last sale price of the Class A Shares on Nasdaq on the last trading day immediately prior to the Exchange Date (as defined below).”

6A.2. Date Fixed for, and Notice of, Exchange. In the event that the Company elects to exchange all of the Warrants, the Company shall fix a date for the exchange (the “**Exchange Date**”). Notice of exchange shall be mailed by first class mail, postage prepaid, by the Company not less than fifteen (15) days prior to the Exchange Date to the registered holders at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the registered holder received such notice. The Company will make a public announcement of its election through a press release following the mailing of such notice.

6A.3. Exercise After Notice of Exchange. The Warrants may be exercised, for cash (or on a “cashless basis” in accordance with subsection 3.3.1(c) of this Agreement) at any time after notice of exchange shall have been given by the Company pursuant to Section 6A.2 hereof and prior to the Exchange Date (the last day of the Exercise Period of the Warrants, as adjusted, to terminate on the Exchange Date, the “**Adjusted Expiration Date**”). After the Adjusted Expiration Date, the registered holder of the Warrants shall have no further rights (including, for the avoidance of doubt, the right to exercise the Warrants) except to receive, upon surrender of the Warrants, the Consideration.”

2. Miscellaneous Provisions.

2.1. Severability. This Amendment shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amendment or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amendment a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

2.2. Applicable Law. The validity, interpretation, and performance of this Amendment and of the Warrants shall be governed in all respects by 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. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Amendment shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

2.3. Counterparts. This Amendment may be executed in any number of counterparts (which may include counterparts delivered by any standard form of telecommunication) 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. The words “execution,” “signed,” “signature,” and words of like import in this Amendment or in any other certificate, agreement or document related to this Amendment, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

2.4. Effect of Headings. The section headings herein are for convenience only and are not part of this Amendment and shall not affect the interpretation thereof.

2.5. Entire Agreement. The Existing Warrant Agreement, as modified by this Amendment, constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter of this Amendment. If any provision of this Amendment is determined to be invalid, illegal or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect. In the event of any such determination, the parties agree to negotiate in good faith to modify this Amendment to fulfill as closely as possible the original intent and purpose of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be duly executed as of the date first above written.

ALTI GLOBAL, INC.

By: /s/ Michael Tiedemann

Name: Michael Tiedemann

Title: Chief Executive Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
as Warrant Agent

By: /s/ Stacy Aqui

Name: Stacy Aqui

Title: Vice President

**ALTi Global, Inc. Announces Completion of Exchange Offer and Consent Solicitation and
Notice of Exercise Right to Mandatorily Exchange Remaining Outstanding Warrants**

NEW YORK, NY, June 7, 2023 – June 7, 2023 – ALTi Global, Inc. (“ALTi,” “we” or the “company”) (NASDAQ: ALTI), a leading independent global wealth and asset manager, today announced the completion of its previously announced exchange offer (the “Offer”) and consent solicitation (the “Consent Solicitation”) relating to its outstanding warrants, consisting of: (i) the warrants sold as part of the units in the initial public offering of Cartesian Growth Corporation, a special purpose acquisition corporation with whom ALTi completed a business combination in January 2023 (the “IPO”) whether they were purchased in the IPO or thereafter in the open market (the “Public Warrants”) and (ii) the warrants sold as part of the units in a private placement that occurred simultaneously with the IPO (the “Private Warrants” and, together with the Public Warrants, the “Warrants”). The Offer and Consent Solicitation expired one minute after 11:59 p.m., Eastern Standard Time, on June 2, 2023. With the completion of the Offer and Consent Solicitation, ALTi has exercised its right under the warrant amendment to require the exchange of untendered Warrants on June 22, 2023, as described below. Following the completion of such exchange of untendered Warrants, the Company will have eliminated all of its Warrants, simplified the company’s capital structure and reduced any future dilutive impact of the Warrants.

Holders of the Warrants that were tendered prior to the expiration of the Offer and Consent Solicitation received 0.25 shares of Class A Common Stock in exchange for each warrant tendered. The Company issued 4,864,275 shares of Class A Common Stock in exchange for the Warrants tendered in the Offer. On June 7, 2023, the Company and Continental Stock Transfer & Trust Company entered into the related amendment to the Amended and Restated Warrant Agreement, dated as of January 3, 2023, by and between the same parties, which governs all of the Warrants, to permit the Company to require that each warrant that is outstanding upon the closing of the Offer be exchanged for 0.225 shares of Class A Common Stock, which is a ratio 10% less than the exchange ratio applicable to the Offer (such amendment, the “Warrant Amendment”).

On June 7, 2023, the Company provided notice of the exercise of its right, in accordance with the terms of the Warrant Amendment, to acquire and retire all remaining untendered Warrants in exchange for Class A Common Stock at an exchange ratio of 0.225 shares of Class A Common Stock for each untendered Warrant. The Company has fixed the date for such exchange as June 22, 2023. Following such exchange, no Warrants will remain outstanding.

Oppenheimer & Co. Inc. was the Dealer Manager for the Offer and Consent Solicitation. Innisfree M&A Incorporated served as the Information Agent for the Offer and Consent Solicitation, and Continental Stock Transfer & Trust Company served as the Exchange Agent.

Forward-Looking Statements

Certain statements made in this press release are “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, and are subject to the safe harbor created thereby under the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “estimate,” “plan,” “project,” “forecast,” “intend,” “will,” “expect,” “anticipate,” “believe,” “seek,” “target,” “guidance,” “outlook” or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements may include, but are not limited to, statements regarding the consummation of the Offer and Consent Solicitation, the entry into the Warrant Amendment, and the effects of the Offer on our capital structure. These statements are based on various assumptions, whether or not identified in this press release, and on the current expectations of the company’s management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions. Many actual events and

circumstances are beyond the control of the company. These forward-looking statements are subject to a number of risks and uncertainties, including the company's ability to successfully complete the Offer and Consent Solicitation; company's projected financial information, growth rate, and market opportunity; the effect of economic downturns and political and market conditions beyond the company's control, including a reduction in consumer discretionary spending that could adversely affect the company's business, financial condition, results of operations and prospects; company's ability to grow and manage growth profitably; company's ability to raise financing in the future, if and when needed; the impact of applicable laws and regulations, whether in the United States, United Kingdom or other foreign countries, and any changes thereof, on the company; the impact of the company's dependence on leverage by certain funds, underlying investment funds and portfolio companies and related volatility; the company's ability to successfully compete against other companies; and the risks discussed in the company's Registration Statement on Form S-4 filed on May 5, 2023, under the heading "Risk Factors" and other documents of the company filed, or to be filed, with the SEC. If any of these risks materialize or any of the company's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that the company presently does not know of or that the company currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect the company's expectations, plans or forecasts of future events and views as of the date of this press release. The company anticipates that subsequent events and developments will cause the company's assessments to change. However, while the company may elect to update these forward-looking statements at some point in the future, the company specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing the company's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

About AITi

AITi is a leading independent global wealth and asset manager providing entrepreneurs, multi-generational families, institutions, and emerging next-generation leaders with fiduciary capabilities as well as alternative investment strategies and advisory services. AITi's comprehensive offering is underscored by a commitment to impact or values-aligned investing and generating a net positive impact through its business activities. The firm currently manages or advises on approximately \$67 billion in combined assets and has an expansive network with over 460 professionals across three continents. For more information, please visit us at www.Alti-global.com.

Contacts

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