

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

FORM 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the year ended December 31, 2020

Commission File Number 001-39877

**890 5th Avenue Partners, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**85-3022075**

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

**14 Elm Place, Suite 206  
Rye, NY**

(Address of principal executive offices)

**10580**

(zip code)

**(575) 914-6575**

(Issuer's Telephone Number, Including Area Code)

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

| Title of Each Class                                                                                                      | Name of Each Exchange on Which Registered |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Units, each consisting of one share of Class A common stock, \$0.0001 par value, and one-third of one redeemable warrant | The Nasdaq Stock Market LLC               |
| Shares of Class A common stock, par value \$0.0001 per share                                                             | The Nasdaq Stock Market LLC               |
| Redeemable warrants, exercisable for shares of common stock at an exercise price of \$11.50 per share                    | The Nasdaq Stock Market LLC               |

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirement for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The registrant was incorporated on September 9, 2020, and has a fiscal year ending on December 31. Therefore, as of the filing date of this Annual Report on Form 10-K, the registrant has not yet completed a second fiscal quarter. Accordingly, there was no market value for the registrant's shares of common stock on such date.

As of March 31, 2021, 29,527,500 shares of Class A common stock, par value \$0.0001 per share, and 7,187,500 shares of Class F common stock, par value \$0.0001 per share, were outstanding.

Documents Incorporated by Reference: The information contained in the registrant's prospectus dated January 11, 2021, as filed with the Securities and Exchange Commission on January 13, 2021, pursuant to Rule 424(b)(4) (SEC File No. 333-251650) is incorporated into certain portions of Parts I, II, and III, as disclosed herein.

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**890 5TH AVENUE PARTNERS, INC.**  
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## PART I

### ITEM 1. BUSINESS

*In this Annual Report on Form 10-K, references to the “Company” and to “we,” “us,” and “our” refer to 890 5th Avenue Partners, Inc., except where the context requires otherwise.*

We are a blank check company incorporated on September 9, 2020, as a Delaware corporation and formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses (“Business Combination”). While we may pursue an acquisition opportunity in any business, industry, sector or geography, we intend to focus on industries that align well with the relationships and experience of our team and sponsor. We will seek to capitalize on the exceptional operating experience, capital markets expertise and vast network of our management team and advisors across the technology, media and telecommunications sectors.

On October 15, 2020, our sponsor, 200 Park Avenue Partners, LLC, a Delaware limited liability company (“Sponsor”), purchased an aggregate of 7,187,500 shares of common stock, par value \$0.0001 per share, which shares were later designated as shares of Class F common stock, par value \$0.0001 per share (the “Founder Shares”), for an aggregate purchase price of \$25,000, or approximately \$0.003 per share. In December 2020, our Sponsor sold 621,222 Founder Shares to PA 2 Co-Investment LLC (“PA 2 Co-Investment”). In January 2021, our Sponsor sold an aggregate of 266,238 Founder Shares to Craig-Hallum Capital Group LLC (“Craig-Hallum”) and its affiliate and an aggregate of 105,000 Founder Shares to our independent director nominees (20,000 Founder Shares to each of Linda Yaccarino, Scott Flanders, David Bank and Jon Jashni, and 25,000 Founder Shares to Kelli Turner), in each case at their original per share purchase price. 937,500 of the Founder Shares were subject to forfeiture depending upon the extent to which the underwriters did not exercise their over-allotment option with respect to our Initial Public Offering (as defined below).

On January 14, 2021, we consummated our initial public offering (the “Initial Public Offering”) of 28,750,000 units (“Units”), which included the full exercise of the underwriters’ over-allotment option. Each Unit consists of one share of Class A common stock, par value \$0.0001 per share (“Class A Common Stock”), and one-third of one redeemable warrant (“Warrant”), each whole Warrant entitling the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share, subject to adjustment. The Units were sold at an offering price of \$10.00 per Unit, generating gross proceeds to the Company of \$287,500,000.

Simultaneously with the consummation of our Initial Public Offering, we consummated the private placement of an aggregate of 777,500 units (the “Private Placement Units”) to our Sponsor, PA 2 Co-Investment, Craig-Hallum and John Lipman at a price of \$10.00 per Private Placement Unit, generating total gross proceeds to the Company of \$7,775,000 (the “Private Placement”). In the Private Placement, our Sponsor purchased 657,500 Private Placement Units, PA 2 Co-Investment purchased 84,000 Private Placement Units, Craig-Hallum purchased 18,000 Private Placement Units and John Lipman purchased 18,000 Private Placement Units. The Private Placement Units are identical to the Units, except that the Private Placement Units (including the underlying securities) are subject to certain transfer restrictions and the holders thereof are entitled to certain registration rights, and, if held by the original holder or their permitted assigns, the underlying warrants (i) may be exercised on a cashless basis, (ii) are not subject to redemption and (iii) with respect to such warrants held by PA 2 Co-Investment, Craig-Hallum and John Lipman, will not be exercisable more than five years from the commencement of sales in the Initial Public Offering. If the Private Placement Units are held by holders other than the initial purchasers or their permitted transferees, then the warrants included in the Private Placement Units will be redeemable by the Company and exercisable by the holders on the same basis as the warrants included in the Units sold in the Initial Public Offering.

Following the closing of the over-allotment option and sale of additional Private Placement Units, an aggregate amount of \$287,500,000 of the net proceeds from the Initial Public Offering and the Private Placement has been placed in the trust account established in connection with the Initial Public Offering.

Transaction costs amounted to approximately \$6,221,000 in the aggregate consisting of \$5,750,000 of underwriting fees and approximately \$471,000 of other offering costs. In addition, approximately \$1,554,000 of cash was available for working capital purposes, unused portions of which are held outside of the trust account established in connection with the Initial Public Offering.

As a result of the underwriters' exercise of the over-allotment option in full, 937,500 of the Founder Shares are no longer subject to forfeiture.

For further details regarding our business, see the section titled "Proposed Business" contained in our prospectus dated January 11, 2021, incorporated by reference herein.

#### **ITEM 1A. RISK FACTORS**

For the risks relating to our operations, see the section titled "Risk Factors" contained in our prospectus dated January 11, 2021, incorporated by reference herein.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

#### **ITEM 2. PROPERTIES**

We currently maintain our executive offices at 14 Elm Place, Suite 206, Rye, New York 10580. The cost for this space and any successor space is included in a \$20,000 per month fee that we pay to our Sponsor for office space, utilities, general office and secretarial support, and administrative and support services. We consider our current office space adequate for our current operations.

#### **ITEM 3. LEGAL PROCEEDINGS**

None.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### Market Information

Our Units are listed on the Nasdaq Capital Market (“Nasdaq”) under the symbol “ENFAU.” Commencing on March 5, 2021, holders of the Units could elect to separately trade the Class A Common Stock and Warrants comprising the Units. The Class A Common Stock and Warrants that are separated trade on Nasdaq under the symbols “ENFA” and “ENFAW,” respectively. Those Units not separated continue to trade on Nasdaq under the symbol “ENFAU.”

#### Holder

As of March 31, 2021, there was 1 holder of record of our Units, 1 holder of record of our Class A Common Stock, 9 holders of record of our Class F Common Stock, 1 holder of record of our Warrants, and 4 holders of record of our Private Placement Units. The actual number of holders is greater than this number of registered record holders, and includes holders who are beneficial owners, but whose shares are held in “street name” by brokers and other nominees.

#### Dividends

We have not paid any cash dividends on our common stock to date and do not intend to pay cash dividends prior to the completion of our initial Business Combination. The payment of cash dividends in the future will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition subsequent to completion of our initial Business Combination. The payment of any cash dividends subsequent to our initial Business Combination will be within the discretion of our board of directors at such time. In addition, our board of directors is not currently contemplating and does not anticipate declaring any stock dividends in the foreseeable future. Further, if we incur any indebtedness in connection with our initial Business Combination, our ability to declare dividends may be limited by restrictive covenants we may agree to in connection therewith.

#### Recent Sales of Unregistered Securities; Use of Proceeds from Registered Securities

On October 15, 2020, our Sponsor purchased an aggregate of 7,187,500 Founder Shares for an aggregate purchase price of \$25,000, or approximately \$0.003 per share, in connection with our organization. Such shares were issued in connection with our organization pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended (“Securities Act”).

On January 14, 2021, the Company consummated the Initial Public Offering of 28,750,000 Units, which included the full exercise of the underwriters’ over-allotment option. Each Unit consists of one share of Class A Common Stock, and one-third of one redeemable Warrant, each whole Warrant entitling the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share, subject to adjustment. The Units were sold at an offering price of \$10.00 per Unit, generating gross proceeds to the Company of \$287,500,000.

On January 14, 2021, simultaneously with the consummation of the Initial Public Offering, the Company consummated the private placement of an aggregate of 777,500 Private Placement Units to the Sponsor, PA 2 Co-Investment, Craig-Hallum and John Lipman at a price of \$10.00 per Private Placement Unit, generating total gross proceeds of \$7,775,000. No underwriting discounts or commissions were paid with respect to the Private Placement. The Private Placement was conducted as a non-public transaction and, as a transaction by an issuer not involving a public offering, is exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act. In the Private Placement, the Sponsor purchased 657,500 Private Placement Units, PA 2 Co-Investment purchased 84,000 Private Placement Units, Craig-Hallum purchased 18,000 Private Placement Units and John Lipman purchased 18,000 Private Placement Units. The Private Placement Units are identical to the Units, except that the Private Placement Units (including the underlying securities) are subject to certain transfer restrictions and the holders thereof are entitled to certain registration rights, and, if held by the original holder or their permitted assigns, the underlying warrants (i) may be exercised on a cashless basis, (ii) are not subject to redemption and (iii) with respect to such warrants held by PA 2 Co-Investment, Craig-Hallum and John Lipman, will not be exercisable more than five years from the commencement of sales in the Initial Public Offering. If the Private Placement Units are held by holders other than the initial purchasers or their permitted transferees, then the warrants included in the Private Placement Units will be redeemable by the Company and exercisable by the holders on the same basis as the warrants included in the Units sold in the Initial Public Offering.

Transaction costs amounted to approximately \$6,221,000 in the aggregate consisting of \$5,750,000 of underwriting fees and approximately \$471,000 of other offering costs. In addition, approximately \$1,554,000 of cash was available for working capital purposes, unused portions of which are held outside of the trust account established in connection with the Initial Public Offering.

We intend to use substantially all of the funds held in the trust account, including any amounts representing interest earned on the trust account not previously released to us (less taxes payable) to complete our initial Business Combination. We may withdraw interest to pay our franchise and income taxes. To the extent that our equity or debt is used, in whole or in part, as consideration to complete our initial Business Combination, the remaining proceeds held in the trust account will be used as working capital to finance the operations of the target business or businesses, make other acquisitions, and pursue our growth strategies.

We intend to use the funds held outside the trust account primarily to identify and evaluate target businesses, perform business due diligence on prospective target businesses, travel to and from the offices or similar locations of prospective target businesses or their representatives or owners, review corporate documents and material agreements of prospective target businesses, structure, negotiate and complete a Business Combination, and to pay taxes to the extent the interest earned on the trust account is not sufficient to pay our taxes.

#### **ITEM 6. SELECTED FINANCIAL DATA**

Not required for a smaller reporting company.

#### **ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with our audited financial statements and the notes related thereto which are included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.*

#### **Cautionary Note Regarding Forward-Looking Statements**

*This Annual Report on Form 10-K includes forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act. We have based these forward-looking statements on our current expectations and projections about future events. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions about us that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "could," "would," "expect," "plan," "anticipate," "believe," "estimate," "continue," or the negative of such terms or other similar expressions. Factors that might cause or contribute to such a discrepancy include, but are not limited to, those described in our other U.S. Securities and Exchange Commission ("SEC") filings.*

#### **Overview**

We are a blank check company incorporated in Delaware on September 9, 2020. We were formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar Business Combination with one or more businesses or entities.

Our Sponsor is 200 Park Avenue Partners, LLC, a Delaware limited liability company. The registration statement for our Initial Public Offering was declared effective on January 11, 2021. On January 14, 2021, we consummated our Initial Public Offering of 28,750,000 Units (and the Class A Common Stock included in the Units being offered, the “Public Shares”), including 3,750,000 additional Units to cover over-allotments, at \$10.00 per Unit, generating gross proceeds of \$287.5 million, and incurring offering costs of approximately \$6.2 million.

Simultaneously with the closing of the Initial Public Offering, we consummated the private placement of 777,500 Private Placement Units at a price of \$10.00 per Private Placement Unit to the Sponsor, PA 2 Co-Investment (an affiliate of Cowen and Company, LLC, a representative of the underwriters), and Craig-Hallum (a representative of the underwriters) and its affiliate, generating proceeds of approximately \$7.8 million.

Upon the closing of the Initial Public Offering and the Private Placement, \$287.5 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement was placed in a trust account (“Trust Account”), located in the United States with Continental Stock Transfer & Trust Company acting as trustee, and invested only in U.S. “government securities” within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended (the “Investment Company Act”) having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which invest only in direct U.S. government treasury obligations, until the earlier of (i) the completion of the Business Combination and (ii) the distribution of the Trust Account as described below.

If we are unable to complete a Business Combination within 24 months from the closing of the Initial Public Offering, or January 14, 2023 (the “Combination Period”), we will (1) cease all operations except for the purpose of winding up, (2) as promptly as reasonably possible but not more than 10 business days thereafter, redeem the Public Shares, at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its franchise and income taxes (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Stockholders’ rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law; and (3) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the board of directors, dissolve and liquidate, subject in each case to the Company’s obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law.

## **Results of Operations**

Our entire activity since inception through December 31, 2020 related to our formation, and the preparation for the Initial Public Offering. We have neither engaged in any operations nor generated any revenues to date. We will not generate any operating revenues until after completion of our initial Business Combination. Subsequent to the closing of the Initial Public Offering our activity includes the search for a prospective initial Business Combination and generation of non-operating income in the form of interest income on cash and cash equivalents. We expect to incur increased expenses as a result of being a public company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence expenses.

For the period from September 9, 2020 (inception) to December 31, 2020 we had net loss of approximately \$11,000, which consisted solely of general and administrative expenses.

## **Liquidity and Capital Resources**

As of December 31, 2020, we had approximately \$202,000 in cash and working capital deficit of approximately \$325,000.



Through December 31, 2020, our liquidity needs were satisfied through the receipt of \$25,000 from our Sponsor in exchange for the issuance of the Founder Shares, the proceeds of the Note (as defined below) from our Sponsor of \$300,000, and approximately \$13,000 in advances from a related party. We repaid the Note in full on January 14, 2021 and reimbursed the advances from the related party in full in February 2021. Subsequent to the consummation of the Initial Public Offering and Private Placement, our liquidity needs have been satisfied with the proceeds from the consummation of the Private Placement not held in the Trust Account. In addition, in order to finance transaction costs in connection with a Business Combination, our Sponsor, members of our management team or any of their affiliates or other third parties, may, but are not obligated to, provide us working capital loans.

Based on the foregoing, our management believes that we will have sufficient working capital and borrowing capacity to meet our needs through the earlier of the consummation of a Business Combination or one year from this filing. Over this time period, we will be using these funds for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on our financial position, results of our operations and/or our search for a target company, the specific impact is not readily determinable as of the date of the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## **Related Party Transactions**

### ***Founder Shares***

In October 2020, our Sponsor purchased 7,187,500 shares of our Founder Shares for an aggregate price of \$25,000. The initial stockholders agreed to forfeit up to 937,500 Founder Shares to the extent that the over-allotment option was not exercised in full by the underwriters, so that the Founder Shares would represent 20% of our issued and outstanding shares after the Initial Public Offering (excluding the shares comprising the Private Placement Units). The underwriter exercised its over-allotment option in full on January 14, 2021; thus, the 937,500 Founder Shares were no longer subject to forfeiture.

The initial stockholders agreed, subject to limited exceptions, not to transfer, assign or sell any of the Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the last reported sale price of the Class A Common Stock equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date following the completion of the initial Business Combination on which the Company completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the stockholders having the right to exchange their shares of Class A Common Stock for cash, securities or other property.

### ***Private Placement***

Simultaneously with the closing of the Initial Public Offering, we consummated the Private Placement of 777,500 Private Placement Units at a price of \$10.00 per Private Placement Unit to the Sponsor, PA 2 Co-Investment, and Craig-Hallum and its affiliate, generating proceeds of approximately \$7.8 million.

The Private Placement Units (including the shares comprising the Private Placement Units and the Private Placement Warrants (as defined below) and shares of Class A Common Stock issuable upon exercise of such Private Placement Warrants) are not transferable or salable until 30 days after the completion of the initial Business Combination.

Each whole private placement warrant underlying the Private Placement Units (the "Private Placement Warrants") is exercisable for one whole share of Class A Common Stock at a price of \$11.50 per share. A portion of the proceeds from the Private Placement Units has been added to the proceeds from the Initial Public Offering to be held in the Trust Account. If we do not complete a Business Combination within the Combination Period, the Private Placement Units and the underlying securities will expire worthless.

Our Sponsor, officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

### ***Related Party Loans***

On October 15, 2020, our Sponsor agreed to loan us an aggregate of up to \$300,000 to cover expenses related to the Initial Public Offering pursuant to a promissory note (the "Note"). This loan was non-interest bearing and payable upon the completion of the Initial Public Offering. The Company borrowed \$300,000 under the Note as of December 31, 2020 and repaid the Note in full on January 14, 2021. In addition, an affiliate of our Sponsor advanced approximately \$13,000 to cover for certain expenses on behalf of us and we reimbursed the advances from the affiliate of our Sponsor in full in February 2021.

In addition, in order to finance transaction costs in connection with a Business Combination, our Sponsor, members of our management team or any of their affiliates or other third parties may, but are not obligated to, loan us funds as may be required ("Working Capital Loans"). If we complete a Business Combination, we would repay the Working Capital Loans out of the proceeds of the Trust Account released to us. Otherwise, the Working Capital Loans would be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, we may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of a Business Combination or, at the lenders' discretion, up to \$1.5 million of such Working Capital Loans may be convertible into units of the post-Business Combination entity at a price of \$10.00 per unit at the option of the lender. The units would be identical to the Private Placement Units. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. To date, the Company had no borrowings under the Working Capital Loans.

### **Contractual Obligations**

#### ***Registration Rights***

The holders of Founder Shares, Private Placement Units and units that may be issued upon conversion of Working Capital Loans (and any Class A Common Stock issuable upon the exercise of the Private Placement Units and units that may be issued upon conversion of Working Capital Loans and upon conversion of the Founder Shares) are entitled to registration rights pursuant to a registration rights agreement signed upon the consummation of the Initial Public Offering. These holders are entitled to make up to certain demands, excluding short form demands, that we registered such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. We will bear the expenses incurred in connection with the filing of any such registration statements.

#### ***Underwriting Agreement***

The underwriters were entitled to an underwriting discount of \$0.20 per unit, or approximately \$5.8 million in the aggregate, paid upon the closing of the Initial Public Offering.

#### ***Administrative Support Agreement***

Commencing on the date of the listing of the Units on the Nasdaq Capital Market through the earlier of the consummation of the initial Business Combination or our liquidation, we will pay the Sponsor \$20,000 per month for office space, utilities, general office and secretarial support, and administrative and support services.

In addition, the Sponsor, executive officers and directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on our behalf such as identifying potential partner businesses and performing due diligence on suitable Business Combinations. Our audit committee will review on a quarterly basis all payments that were made by us to the Sponsor, executive officers or directors, or the Company's or their affiliates. Any such payments prior to an initial Business Combination will be made using funds held outside the Trust Account.

### **Recent accounting standards**

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on our unaudited condensed financial statements.

### **Off-balance sheet financing arrangements**

We have no off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K as of December 31, 2020.

### **JOBS Act**

The Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”) contains provisions that, among other things, relax certain reporting requirements for qualifying public companies. We qualify as an “emerging growth company” and under the JOBS Act are allowed to comply with new or revised accounting pronouncements based on the effective date for private (not publicly traded) companies. We are electing to delay the adoption of new or revised accounting standards, and as a result, we may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Additionally, we are in the process of evaluating the benefits of relying on the other reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, if, as an “emerging growth company,” we choose to rely on such exemptions we may not be required to, among other things, (i) provide an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act, (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the PCAOB regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements (auditor discussion and analysis) and (iv) disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the CEO’s compensation to median employee compensation. These exemptions will apply for a period of five years following the completion of our Initial Public Offering or until we are no longer an “emerging growth company,” whichever is earlier.

### **Critical Accounting Policies**

The preparation of financial statements and related disclosures in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and income and expenses during the periods reported. Actual results could materially differ from those estimates. We have not identified any critical accounting policies.

### **Recent accounting pronouncements**

Our management does not believe that any recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on our financial statements.

### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this item.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Reference is made to Pages F-1 through F-16 comprising a portion of this Annual Report on Form 10-K.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.**

None.

**ITEM 9A. CONTROL AND PROCEDURES****Evaluation of Disclosure Controls and Procedures**

Disclosure controls are procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Exchange Act, such as this report, is recorded, processed, summarized, and reported within the time period specified in the SEC's rules and forms. Disclosure controls are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including the principal executive officer and principal financial and accounting officer, as appropriate to allow timely decisions regarding required disclosure. Our management evaluated, with the participation of our principal executive officer and principal financial and accounting officers (our "Certifying Officers"), the effectiveness of our disclosure controls and procedures as of December 31, 2020, pursuant to Rule 13a-15(b) under the Exchange Act. Based upon that evaluation, our Certifying Officers concluded that, as of December 31, 2020, our disclosure controls and procedures were effective.

**Management's Report on Internal Controls Over Financial Reporting**

This Annual Report on Form 10-K does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of our independent registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

### PART III

#### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

##### Directors and Executive Officers

Our directors and executive officers are as follows:

| Name              | Age | Title                                               |
|-------------------|-----|-----------------------------------------------------|
| Adam Rothstein    | 49  | Executive Chairman, Secretary and Director          |
| Emiliano Calemkuk | 47  | Chief Executive Officer and Director                |
| Michael Del Nin   | 50  | Chief Financial Officer and Chief Operating Officer |
| Linda Yaccarino   | 58  | Director                                            |
| Kelli Turner      | 50  | Director                                            |
| David Bank        | 51  | Director                                            |
| Scott Flanders    | 64  | Director                                            |
| Jon Jashni        | 57  | Director                                            |

**Adam Rothstein** has served as an executive officer and a member of our board of directors since our inception. Mr. Rothstein has served as our Executive Chairman since inception and our Secretary since December 2020. Mr. Rothstein also had served as our President, Chief Executive Officer, Treasurer and Secretary from inception until November 2020. Mr. Rothstein is a Co-Founder and General Partner of Disruptive Technology Partners, an Israeli technology-focused early-stage investment fund, and Disruptive Growth, a collection of late-stage investment vehicles focused on Israeli technology, which he co-founded in 2013 and 2014 respectively. Since 2014, Mr. Rothstein has been the Managing Member of 1007 Mountain Drive Partners, LLC, which is both a consulting and investment vehicle. Mr. Rothstein is also a sponsor and director of Roth CH Acquisition II Co. (NASDAQ: ROCC, ROCCW, ROCCU) and Roth CH Acquisition III Co. (NASDAQ: ROCRU), which are special purpose acquisition companies. Previously, from July 2019 until January 2021, Mr. Rothstein was a director of Subversive Capital Acquisition Corp. (NEO: SVC.A.U) (OTCQX: SBVCF), a special purpose acquisition company that partnered with Shawn “Jay-Z” Carter and Roc Nation in January 2021 to acquire CMG Partners Inc. and Left Coast Ventures, Inc. and which now trades as TPCO Holding Corp. (NEO: GRAM.U) (OTCQX: GRAMF). Additionally, from February 2020 until March 2021, Mr. Rothstein was a director of Roth CH Acquisition I Co. (NASDAQ: ROCH), a special purpose acquisition company that acquired PureCycle Technologies LLC and which now trades as PureCycle Technologies, Inc. (NASDAQ: PCT, PCTTW, PCTTU). Mr. Rothstein has over 20 years of investment experience, and currently sits on the boards of directors of several early- and mid-stage technology and media companies both in the US and in Israel and is on the Advisory Board for the Leeds School of Business at the University of Colorado, Boulder. Mr. Rothstein graduated summa cum laude with a Bachelor of Science in Economics from the Wharton School of Business at the University of Pennsylvania and has a Master of Philosophy (MPhil) in Finance from the University of Cambridge. We believe Mr. Rothstein is well-qualified to serve as a member of the board due to his business experience, as well as his contacts and relationships.

**Emiliano Calemkuk** serves as our Chief Executive Officer and a member of our board of directors since November 2020. Mr. Calemkuk is a media executive and entrepreneur with 20 years of experience in the international media and management space. He currently serves as the Lead Independent Director and Chairman of the Nominating and Corporate Governance at MercadoLibre, Inc. (Nasdaq: MELI), an e-commerce and payments platform in Latin America. Mr. Calemkuk was recently Co-Founder and CEO of RAZE, a Los Angeles-based media venture which produces traditional and social content geared toward a Hispanic and Latin American audience in the United States. In 2015 and 2016 Mr. Calemkuk partnered with Time Inc., publisher of Time, Sports Illustrated, People, and other major magazine titles to assist with Time Inc.'s entry into digital video. In 2013 and 2014 Mr. Calemkuk joined Jeff Sagansky's and Harry Sloan's \$400 million special purpose acquisition company, Silver Eagle Acquisition Company, as target company Chief Executive Officer designate. Mr. Calemkuk had a 14-year career at 21st Century Fox / News Corp in the C-suite. He served as Chief Executive Officer of Shine Group Americas, a unit of 21st Century Fox, from 2010 to 2012. In this capacity Mr. Calemkuk oversaw scripted and non-scripted television series. From 2007 to 2010, Mr. Calemkuk served as President of Fox Television Studios. From 2002 to 2007 Mr. Calemkuk was based in Rome, Italy, as President of FOX International Channels Europe where he managed the operation of the FOX Italian TV group. In addition, Mr. Calemkuk supervised the FOX operation in Spain, France, Germany, Turkey, and Eastern Europe. Before moving to Rome, Mr. Calemkuk was Vice President and Deputy Managing Director of FOX Latin American Channels. In 2000 Mr. Calemkuk held the post of General Manager of Fox Kids Latin America. Mr. Calemkuk was born in Mar del Plata, Argentina, and is a cum laude graduate of the University of Pennsylvania. We believe Mr. Calemkuk is well-qualified to serve as a member of the board due to his business experience, as well as his contacts and relationships.

**Michael Del Nin** has served as our Chief Financial Officer and Chief Operating Officer since January 11, 2021. Mr. Del Nin was the Co-Chief Executive Officer of Central European Media Enterprises Ltd. (Nasdaq: CETV), one of Europe's leading television broadcasters, from September 2013 until its sale in October 2020, and was a member of its Board of Directors from October 2009 until September 2013. Mr. Del Nin previously was the Senior Vice President of International and Corporate Strategy at Time Warner Inc. from 2008 until 2013, in which capacity he helped drive Time Warner Inc.'s global strategy and business development initiatives, with a particular focus on international operations and investments. From 2006 to 2008, Mr. Del Nin was the Senior Vice President responsible for Mergers and Acquisitions at Time Warner Inc. Mr. Del Nin's prior experience includes roles at New Line Cinema, as Senior Vice President, Business Development, and as an investment banker at Salomon Smith Barney focused on the media industry. Mr. Del Nin holds an undergraduate business degree from Bocconi University and a law degree from the University of New South Wales.

**Linda Yaccarino** has served as a member of our board of directors since January 11, 2021. As Chairman of Global Advertising and Partnerships at NBCUniversal, Ms. Yaccarino is responsible for managing over \$10 billion in revenue annually and stewarding the company's industry-leading portfolio of linear networks, digital platforms, distribution partnerships, and client relationships. At NBCUniversal, Ms. Yaccarino, with the help of her 1,500-person team, connects established and emerging brands to hundreds of millions of viewers. Ms. Yaccarino also leads a joint Global Advertising & Partnerships team at NBCUniversal, which oversees the company's One Platform offering worldwide. Ms. Yaccarino is the Chairman of the World Economic Forum's Taskforce on Future of Work, and the Vice Chairman of The Advertising Council. Ms. Yaccarino sits on the Board of Directors of Ascena Retail Group (OTC: ASNAQ) and is a member of the President's Council on Sports, Fitness, and Nutrition. Ms. Yaccarino is a graduate of Pennsylvania State University. We believe Ms. Yaccarino is well-qualified to serve as a member of the board due to her business experience, as well as her contacts and relationships.

**Kelli Turner** has served as a member of our board of directors since January 11, 2021. Ms. Turner is currently President and Chief Operating Officer at SESAC, Inc., a music rights licensing company. She is also general partner of RSL Venture Partners. She recently joined the Board of Directors of DoubleVerify, a leading software platform for digital media measurement and analytics, and was on the Board of Directors of Central European Media Enterprises Ltd. (Nasdaq: CETV), a media and entertainment company operating in Central and Eastern European markets, until its sale in October 2020. She was previously President and Chief Financial Officer of RSL Management Corporation from February 2011 to April 2012. Ms. Turner previously was Chief Financial Officer and Executive Vice President of Martha Stewart Living Omnimedia, Inc., a diversified media and merchandising company, from 2009 to 2011, where she was responsible for all aspects of the company's financial operations, while working closely with the executive team in shaping Martha Stewart Living Omnimedia, Inc.'s business strategy and capital allocation process. A lawyer and a registered certified public accountant with significant experience in the media industry, Ms. Turner joined Martha Stewart Living Omnimedia, Inc. in 2009 from Time Warner Inc., where she held the position of Senior Vice President, Operations in the Office of the Chairman and Chief Executive Officer. Prior to that, she served as Senior Vice President, Business Development for New Line Cinema from 2006 to 2007 after having served as Time Warner Inc.'s Vice President, Investor Relations from 2004 to 2006. Ms. Turner worked in investment banking for years with positions at Allen & Company and Salomon Smith Barney prior to joining Time Warner Inc. Early in her career, she also gained tax and audit experience as a certified public accountant at Ernst & Young, LLP. Ms. Turner received her undergraduate business degree and her law degree from the University of Michigan. We believe Ms. Turner is well-qualified to serve as a member of the board due to her business experience, as well as her contacts and relationships.

**David Bank** has served as a member of our board of directors since January 11, 2021. Mr. Bank is Executive Vice President, Corporate Development and Strategy for A+E Networks. He was named to the role in July 2019 and is responsible for long-term strategic and business development plans, including identifying potential partners in the marketplace, and exploring opportunities that align with the company's forecasted objectives. Mr. Bank is also member of the board of directors of Johnson Production Group. Mr. Bank is a veteran analyst and financial professional with expertise in the media and entertainment industry. Prior to joining A+E Networks, he served as Executive Vice President, Investor Relations at CBS Corp. Previously, Mr. Bank had a 16-year career as a sell-side equity research analyst and Managing Director at RBC Capital Markets where he primarily covered Large Cap Media and Entertainment Companies. He also served as Associate Director of The US Equity Research Department at RBC Capital Markets. Mr. Bank began his career as an investment banker focusing on financial institutions at First Boston, then joined Furman Selz as an Investment Banker focused on Media. He holds a Bachelor of Arts from Williams College and a Master of Business Administration from The Yale School of Management. We believe Mr. Bank is well-qualified to serve as a member of the board due to his business experience, as well as his contacts and relationships.

**Scott Flanders** has served as a member of our board of directors since January 11, 2021. In his current role as Chief Executive Officer for eHealth, Inc. (Nasdaq: EHTH), Mr. Flanders has managed the company through vast industry changes. In addition to eHealth, Inc., Mr. Flanders has served as Chief Executive Officer of The Columbia House Company, Freedom Communications and Playboy Enterprises. Mr. Flanders holds a Bachelor of Arts in Economics from the University of Colorado, Boulder and a Juris Doctor from Maurer School of Law at Indiana University. Mr. Flanders is also a Certified Public Accountant. We believe Mr. Flanders is well-qualified to serve as a member of the board due to his business experience, as well as his contacts and relationships.

**Jon Jashni** has served as a member of our board of directors since January 11, 2021. Mr. Jashni is a media investor, advisor and content executive who provides services through his consulting firm Raintree Ventures. He is currently a Founding Advisor to Influence Media, a music fund allied with Warner Music, and Sreda Global, a leading Russian TV studio. Mr. Jashni also serves as a strategic advisor to such entities as Mass Appeal, Bonfire Game Studios, Prometheus Entertainment and Wevr and is a Founding Partner of Synthesis Entertainment. Over the course of his career, Mr. Jashni has been associated with the creation and monetization of content that has generated over \$7 billion in gross revenue. From 2006 to 2016, Mr. Jashni was Co-Founder, President and Chief Creative Officer of Legendary Entertainment. During his 10-year tenure at the company he was integral to establishing and evolving the company into a leading, diversified, multi-platform media company. Comprised of film, television, digital and comics divisions, Legendary Entertainment is dedicated to owning, producing and delivering mainstream content to global audiences. Mr. Jashni has been a lead participant in corporate transactions involving such companies as Time Warner, Comcast NBCUniversal, Fidelity, Waddell & Reed, Softbank and Wanda (which purchased Legendary Entertainment in 2016). Mr. Jashni has also been involved in the acquisition and scaling of a vanguard applied analytics entity which developed proprietary methodologies for optimizing media buying, leveraging social media and finely calibrating consumer interactions. Prior to co-founding and joining Legendary Entertainment, Mr. Jashni was President of Hyde Park Entertainment, President of Irving Azoff's Warner Bros-based Giant Pictures, Senior Vice President of Production at 20th Century Fox and Creative Executive at Columbia Pictures. Mr. Jashni holds a Master of Business Administration in Organizational Behavior from the Anderson School of Management at the University of California, Los Angeles and a Bachelor of Science in Corporate Finance from the University of Southern California. We believe Mr. Jashni is well-qualified to serve as a member of the board due to his business experience, as well as his contacts and relationships.

## **Number and Terms of Office of Officers and Directors**

Effective as of January 11, 2021, we have seven directors. Our board of directors is divided into three classes with only one class of directors being elected in each year and each class (except for those directors appointed prior to our first annual meeting of stockholders) serving a three-year term. The term of office of the first class of directors, consisting of David Bank and Emiliano Calemzuk, will expire at our first annual meeting of stockholders. The term of office of the second class of directors, consisting of Scott Flanders and Jon Jashni, will expire at the second annual meeting of stockholders. The term of office of the third class of directors, consisting of Adam Rothstein, Kelli Turner and Linda Yaccarino, will expire at the third annual meeting of stockholders. In accordance with Nasdaq corporate governance requirements, we are not required to hold an annual meeting until one year after our first fiscal year end following our listing on Nasdaq.

Our officers are appointed by the board of directors and serve at the discretion of the board of directors, rather than for specific terms of office. Our board of directors is authorized to appoint persons to the offices set forth in our bylaws as it deems appropriate. Our bylaws provide that our officers may consist of a Co-Chairman of the Board, Executive Chairman, a Chief Executive Officer, a President, a Chief Financial Officer, Vice Presidents, a Secretary, Assistant Secretaries, a Treasurer and such other offices as may be determined by the board of directors.

## **Director Independence**

Nasdaq rules require that a majority of our board of directors be independent within one year of our initial public offering. An “independent director” is defined generally as a person other than an officer or employee of the company or its subsidiaries or any other individual having a relationship, which, in the opinion of the company’s board of directors, would interfere with the director’s exercise of independent judgment in carrying out the responsibilities of a director. Effective January 11, 2021, we have five “independent directors” as defined in the Nasdaq rules and applicable SEC rules prior to completion of our initial public offering. A majority of our board of directors is comprised of independent directors. Our board has determined that each of Mses. Yaccarino and Turner and Messrs. Bank, Flanders and Jashni are independent directors under applicable SEC and Nasdaq rules. Our independent directors will have regularly scheduled meetings at which only independent directors are present.

## **Audit Committee**

Under the Nasdaq listing standards and applicable SEC rules, we are required to have three members of the audit committee, all of whom must be independent, subject to the following exception: because we expect to list our securities on Nasdaq in connection with our initial public offering, we have one year from the effective date of the registration statement of which this prospectus forms a part to have our audit committee be comprised solely of independent members. The members of our audit committee are David Bank, Jon Jashni and Kelli Turner. Kelli Turner has agreed to serve as chair of the audit committee.

Each member of the audit committee is financially literate, and our board of directors has determined that Kelli Turner qualifies as an “audit committee financial expert” as defined in applicable SEC rules. We have adopted an audit committee charter, which details the principal functions of the audit committee, including:

- assisting board oversight of (1) the integrity of our financial statements, (2) our compliance with legal and regulatory requirements, (3) our independent auditor’s qualifications and independence, and (4) the performance of our internal audit function and independent auditors;
- the appointment, compensation, retention, replacement, and oversight of the work of the independent registered public accounting firm and any other independent registered public accounting firm engaged by us for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for us;



- pre-approving all audit and non-audit services to be provided by the independent registered public accounting firm or any other registered public accounting firm engaged by us, and establishing pre-approval policies and procedures;
- reviewing and discussing with the independent registered public accounting firm all relationships the independent registered public accounting firm has with us in order to evaluate their continued independence;
- setting clear policies for audit partner rotation in compliance with applicable laws and regulations;
- obtaining and reviewing a report, at least annually, from the independent registered public accounting firm describing (1) the independent registered public accounting firm's internal quality-control procedures and (2) any material issues raised by the most recent internal quality-control review, or peer review, of the audit firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years respecting one or more independent audits carried out by the firm and any steps taken to deal with such issues;
- reviewing and approving any related party transaction required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC prior to us entering into such transaction;
- meeting to review and discuss our annual audited financial statements and quarterly financial statements with management and the independent auditor, including reviewing our specific disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations"; and
- reviewing with management, the independent registered public accounting firm, and our legal advisors, as appropriate, any legal, regulatory or compliance matters, including any correspondence with regulators or government agencies and any employee complaints or published reports that raise material issues regarding our financial statements or accounting policies and any significant changes in accounting standards or rules promulgated by the Financial Accounting Standards Board, the SEC or other regulatory authorities.

### **Nominating Committee**

We do not have a standing nominating committee, though we intend to form a corporate governance and nominating committee as and when required to do so by applicable law or stock exchange rules. In accordance with Rule 5605(e)(2) of the Nasdaq listing rules, a majority of the independent directors may recommend a director nominee for selection by the board of directors. The board of directors believes that the independent directors can satisfactorily carry out the responsibility of properly selecting or approving director nominees without the formation of a standing nominating committee. In accordance with Rule 5605(e)(1)(A) of the Nasdaq listing rules, all such directors are independent. As there is no standing nominating committee, we do not have a nominating committee charter in place.

Prior to our initial Business Combination, the board of directors will also consider director candidates recommended for nomination by our stockholders during such times as they are seeking proposed nominees to stand for election at an annual meeting of stockholders (or, if applicable, a special meeting of stockholders). Our stockholders that wish to nominate a director for election to the board of directors should follow the procedures set forth in our bylaws.

### **Guidelines for Selecting Director Nominees**

We have not formally established any specific, minimum qualifications that must be met or skills that are necessary for directors to possess. In general, in identifying and evaluating nominees for director, the board of directors considers educational background, diversity of professional experience, knowledge of our business, integrity, professional reputation, independence, wisdom, and the ability to represent the best interests of our stockholders.

### **Compensation Committee**

Effective January 11, 2021, we established a compensation committee of the board of directors. Under the Nasdaq listing standards and applicable SEC rules, we are required to have a compensation committee comprised entirely of independent directors. The members of our Compensation Committee are David Bank, Scott Flanders and Linda Yaccarino. Scott Flanders serves as chair of the compensation committee. We have adopted a compensation committee charter, which details the principal functions of the compensation committee, including:

- reviewing and approving on an annual basis the corporate goals and objectives relevant to our Chief Executive Officer's compensation, evaluating our Chief Executive Officer's performance in light of such goals and objectives and determining and approving the remuneration (if any) of our Chief Executive Officer based on such evaluation;

- reviewing and approving the compensation of all of our other officers;
- reviewing our executive compensation policies and plans;
- implementing and administering our incentive compensation equity-based remuneration plans;
- assisting management in complying with our proxy statement and annual report disclosure requirements;
- approving all special perquisites, special cash payments and other special compensation and benefit arrangements for our officers and employees;
- producing a report on executive compensation to be included in our annual proxy statement; and
- reviewing, evaluating, and recommending changes, if appropriate, to the remuneration for directors.

The compensation committee charter provides that the compensation committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other adviser and is directly responsible for the appointment, compensation and oversight of the work of any such adviser.

### **Code of Ethics**

Effective January 13, 2021, we adopted a Code of Ethics applicable to our directors, officers and employees. We have filed a copy of our form of Code of Ethics and our audit committee charter as exhibits to our registration statement filed pursuant to Rule 424(b)(4) (Registration No. 333-251650). These documents may be reviewed by accessing our public filings at the SEC's website at [www.sec.gov](http://www.sec.gov). We will disclose any amendments to or waivers of certain provisions of our Code of Ethics in a Current Report on Form 8-K.

### **ITEM 11. EXECUTIVE COMPENSATION**

#### **Executive Compensation**

None of our officers or directors has received any cash compensation for services rendered to us. Commencing on the date that our securities were first listed on Nasdaq through the earlier of consummation of our initial Business Combination and our liquidation, we will pay an affiliate of our sponsor a total of \$20,000 per month, for up to 24 months, for office space, utilities, general office and secretarial support, and administrative and support services. Our founders, officers and directors, or any of their respective affiliates, will be reimbursed for any out-of-pocket expenses incurred in connection with activities on our behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. Our audit committee will review on a quarterly basis all payments that were made to our founders, officers, directors or our or any of their affiliates.

Any such payments prior to an initial Business Combination have been, and will continue to be made from funds held outside the Trust Account. Other than quarterly audit committee review of such reimbursements, we do not expect to have any additional controls in place governing our reimbursement payments to our directors and executive officers for their out-of-pocket expenses incurred in connection with our activities on our behalf in connection with identifying and consummating an initial Business Combination. Other than these payments and reimbursements, no compensation of any kind, including finder's and consulting fees, have been paid by the company to our founders, executive officers and directors, or any of their respective affiliates, prior to completion of our initial Business Combination.

After the completion of our initial Business Combination, directors or members of our management team or advisors who remain with us may be paid consulting, management or other compensation from the combined company. All compensation will be fully disclosed to stockholders, to the extent then known, in the tender offer materials or proxy solicitation materials furnished to our stockholders in connection with a proposed Business Combination. It is unlikely the amount of such compensation will be known at the time because the directors of the post-combination business will be responsible for determining executive officer and director compensation. Any compensation to be paid to our officers after the completion of our initial Business Combination will be determined by a compensation committee constituted solely by independent directors.

We are not party to any agreements with our executive officers and directors that provide for benefits upon termination of employment. The existence or terms of any such employment or consulting arrangements may influence our management's motivation in identifying or selecting a target business, and we do not believe that the ability of our management to remain with us after the consummation of our initial Business Combination should be a determining factor in our decision to proceed with any potential Business Combination.

Since our formation, we have not granted any stock options or stock appreciation rights or any other awards under long-term incentive plans to any of our executive officers or directors.

## **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The following table sets forth information regarding the beneficial ownership of our common stock as of January 11, 2021, and as adjusted to reflect the sale of our common stock included in the units offered by Initial Public Offering prospectus, and assuming no purchase of units in or following the Initial Public Offering, by:

- each person known by us to be the beneficial owner of more than 5% of our outstanding shares of common stock;
- each of our executive officers, executive officer nominees, directors and director nominees; and
- all our executive officers, executive officer nominees, directors and director nominees as a group.

Unless otherwise indicated, we believe that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them. The following table does not reflect record or beneficial ownership of the Private Placement Warrants as they are not exercisable within 60 days of the date hereof.

| <b>Name and Address of Beneficial Owner<sup>1</sup></b>         | <b>Number of<br/>Shares<br/>Beneficially<br/>Owned</b> | <b>Percentage of<br/>Outstanding<br/>Common Stock</b> |
|-----------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|
| 200 Park Avenue Partners, LLC (our sponsor) <sup>2</sup>        | 6,852,540                                              | 18.66%                                                |
| PA 2 Co-Investment LLC <sup>3</sup>                             | 705,222                                                | 1.92%                                                 |
| Craig-Hallum Capital Group LLC <sup>4</sup>                     | 302,238                                                | *                                                     |
| Adam Rothstein                                                  | 6,852,540                                              | 18.66%                                                |
| Emiliano Calezzuk                                               | —                                                      | *                                                     |
| Michael Del Nin                                                 | —                                                      | *                                                     |
| Linda Yaccarino <sup>5</sup>                                    | 20,000                                                 | *                                                     |
| Kelli Turner <sup>5</sup>                                       | 25,000                                                 | *                                                     |
| David Bank <sup>5</sup>                                         | 20,000                                                 | *                                                     |
| Scott Flanders <sup>5</sup>                                     | 20,000                                                 | *                                                     |
| Jon Jashni                                                      | 20,000                                                 | *                                                     |
| All directors and executive officers as a group (8 individuals) | 6,957,540                                              | 18.95%                                                |

\* Less than one percent.

(1) Unless otherwise noted, the business address of each of the following entities or individuals is 14 Elm Place, Suite 206, Rye, New York 10580.

(2) Represents 657,500 shares underlying Private Placement Units and 6,195,040 Founder Shares held of record by our Sponsor. Our Sponsor is controlled by Mr. Rothstein, as manager, and therefore Mr. Rothstein has voting and dispositive power over such shares and Founder Shares held by our Sponsor and may be deemed to beneficially own such Founder Shares. In addition, certain of our other officers, directors, and advisors are members of our Sponsor.

(3) Represents 84,000 shares underlying Private Placement Units and 621,222 Founder Shares held directly by PA 2 Co-Investment. As the sole member of PA 2 Co-Investment, Cowen Investments II LLC may be deemed to beneficially own the securities owned directly by PA 2 Co-Investment. As the sole member of Cowen Investments II, RCG LV Pearl, LLC ("RCG") may be deemed to beneficially own the securities owned directly by PA 2 Co-Investment. As the sole member of RCG, Cowen Inc. may be deemed to beneficially own the securities owned directly by PA 2 Co-Investment. As Chief Executive Officer of Cowen Inc., Mr. Jeffrey Solomon may be deemed to beneficially own the securities owned directly by PA 2 Co-Investment. The business address is 599 Lexington Avenue, 20th Floor, New York, NY 10022.

(4) Represents 36,000 shares underlying Private Placement Units and 266,238 Founder Shares; includes shares held by certain affiliates of Craig-Hallum Capital Group LLC. The Board of Directors of Craig-Hallum Capital Group LLC (the “CH Board”) controls Craig-Hallum Capital Group LLC. There are 6 members of the CH Board: Brad Baker, Steve Dyer, William Hartfiel III, Kevin Harris, James Zavoral and Tom Emmel. Each member of the CH Board has one vote, and majority approval is required to approve an action. Under the so-called “rule of three,” if voting and dispositive decisions regarding an entity’s securities are made by three or more individuals, and a voting or dispositive decision requires the approval of a majority of those individuals, then none of the individuals is deemed a beneficial owner of the entity’s securities. Based upon the foregoing analysis, no individual member of the CH Board controls Craig-Hallum Capital Group LLC or exercises voting or dispositive control over any of the securities held by Craig-Hallum Capital Group LLC, even those in which he or she holds a pecuniary interest. Accordingly, none of them is deemed to have or share beneficial ownership of such shares. The business address of each of Craig-Hallum Capital Group LLC and its affiliates is 222 South Ninth Street, Suite 350, Minneapolis, MN 55402.

(5) Does not include any securities held by 200 Park Avenue Partners, LLC, of which each person is a member.

With certain limited exceptions, the Founder Shares will not be transferable, assignable or salable by our initial stockholders until the earlier of (1) one year after the completion of our initial Business Combination and (2) the date on which we consummate a liquidation, merger, capital stock exchange, reorganization, or other similar transaction after our initial Business Combination that results in all of our stockholders having the right to exchange their shares of common stock for cash, securities or other property. Notwithstanding the foregoing, if the last reported sale price of our common stock shares equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after our initial Business Combination, the Founder Shares will be released from the lock-up. With certain limited exceptions, the shares comprising the Private Placement Units, the Private Placement Warrants and the shares of common stock underlying such Private Placement Warrants, will not be transferable, assignable or salable by our initial stockholders until 30 days after the completion of our initial Business Combination.

Our executive officers and Sponsor are our “promoters,” as that term is defined under the federal securities laws.

#### **Equity Compensation Plans**

As of December 31, 2020, we had no compensation plans (including individual compensation arrangements) under which equity securities of the registrant were authorized for issuance.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.**

For a complete discussion regarding certain relationships and related transactions, see the section titled “Related Party Transactions” contained in our prospectus dated January 11, 2021, incorporated by reference herein.

#### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.**

The firm of Marcum LLP, or Marcum, acts as our independent registered public accounting firm. The following is a summary of fees paid to Marcum for services rendered.

**Audit Fees**

Audit fees consist of fees billed for professional services rendered for the audit of our year-end financial statements, reviews of our quarterly financial statements and services that are normally provided by our independent registered public accounting firm in connection with statutory and regulatory filings. The aggregate fees billed by Marcum for audit fees, inclusive of required filings with the SEC for the year ended December 31, 2020 and of services rendered in connection with our Initial Public Offering, totaled \$55,000.

**Audit-Related Fees**

Audit-related fees consist of fees billed for assurance and related services that are reasonably related to performance of the audit or review of our year-end financial statements and are not reported under "Audit Fees." These services include attest services that are not required by statute or regulation and consultation concerning financial accounting and reporting standards. During the year ended December 31, 2020, we did not pay Marcum any audit-related fees.

**Tax Fees**

Tax fees consist of fees billed for professional services relating to tax compliance, tax planning and tax advice. During the year ended December 31, 2020, we did not pay Marcum any tax fees.

**All Other Fees**

All other fees consist of fees billed for all other services. During the year ended December 31, 2020, we did not pay Marcum any other fees.

**Audit Committee Approval**

Because our audit committee was not formed until January 11, 2021, the audit committee did not pre-approve all of the foregoing services, although any services rendered prior to the formation of our audit committee were approved by our board of directors. However, in accordance with Section 10A(i) of the Exchange Act, before we engage our independent registered public accounting firm to render audit or non-audit services on a going-forward basis, the engagement will be approved by our audit committee.

## PART IV

### ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES.

(a) The following documents are filed as part of this report:

(1) Financial Statements:

#### Description

|                                                                         |     |
|-------------------------------------------------------------------------|-----|
| <a href="#">Report of Independent Registered Public Accounting Firm</a> | F-2 |
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Financial Statements:

|                                                       |     |
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| <a href="#">Balance Sheet as of December 31, 2020</a> | F-3 |
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|                                                                                                                |     |
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| <a href="#">Statement of Operations for the Period from September 9, 2020 (Inception) to December 31, 2020</a> | F-4 |
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|                                                                                                                                     |     |
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| <a href="#">Statement of Changes in Stockholder's Equity for the Period from September 9, 2020 (Inception) to December 31, 2020</a> | F-5 |
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|                                                                                                                |     |
|----------------------------------------------------------------------------------------------------------------|-----|
| <a href="#">Statement of Cash Flows for the Period from September 9, 2020 (Inception) to December 31, 2020</a> | F-6 |
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|                                               |     |
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| <a href="#">Notes to Financial Statements</a> | F-7 |
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(2) Financial Statement Schedules:

None.

(b) The following Exhibits are filed as part of this report:

| Exhibit No.           | Description                                                                                                                                                                                                                                |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">1.1</a>   | <a href="#">Underwriting Agreement, dated January 11, 2021, between the Company and Cowen and Company, LLC and Craig-Hallum Capital Group LLC. (1)</a>                                                                                     |
| <a href="#">3.1</a>   | <a href="#">Amended and Restated Certificate of Incorporation of the Company. (1)</a>                                                                                                                                                      |
| <a href="#">3.2</a>   | <a href="#">Amended and Restated Bylaws of the Company. (1)</a>                                                                                                                                                                            |
| <a href="#">4.1</a>   | <a href="#">Specimen Unit Certificate. (2)</a>                                                                                                                                                                                             |
| <a href="#">4.2</a>   | <a href="#">Specimen Class A Common Stock Certificate. (2)</a>                                                                                                                                                                             |
| <a href="#">4.3</a>   | <a href="#">Specimen Warrant Certificate (included in Exhibit 4.4).</a>                                                                                                                                                                    |
| <a href="#">4.4</a>   | <a href="#">Warrant Agreement, dated January 11, 2021, between the Company and Continental Stock Transfer &amp; Trust Company. (1)</a>                                                                                                     |
| <a href="#">4.5</a>   | <a href="#">Description of Securities.</a>                                                                                                                                                                                                 |
| <a href="#">10.1</a>  | <a href="#">Promissory Note, dated October 15, 2020, issued to 200 Park Avenue Partners, LLC. (2)</a>                                                                                                                                      |
| <a href="#">10.2</a>  | <a href="#">Securities Subscription Agreement, dated October 15, 2020, between the Company and 200 Park Avenue Partners, LLC. (2)</a>                                                                                                      |
| <a href="#">10.3</a>  | <a href="#">Letter Agreement, dated January 11, 2021, among the Company, 200 Park Avenue Partners, LLC, PA 2 Co-Investment LLC, John Lipman and each of the executive officers, directors and initial stockholders of the Company. (1)</a> |
| <a href="#">10.4</a>  | <a href="#">Investment Management Trust Agreement, dated January 11, 2021, between the Company and Continental Stock Transfer &amp; Trust Company. (1)</a>                                                                                 |
| <a href="#">10.5</a>  | <a href="#">Registration Rights Agreement, dated January 11, 2021, among the Company, 200 Park Avenue Partners, LLC and certain securityholders. (1)</a>                                                                                   |
| <a href="#">10.6</a>  | <a href="#">Private Placement Unit Purchase Agreement, dated January 11, 2021, between the Company and 200 Park Avenue Partners, LLC. (1)</a>                                                                                              |
| <a href="#">10.7</a>  | <a href="#">Private Placement Unit Purchase Agreement, dated January 11, 2021, between the Company and PA 2 Co-Investment LLC. (1)</a>                                                                                                     |
| <a href="#">10.8</a>  | <a href="#">Private Placement Unit Purchase Agreement, dated January 11, 2021, between the Company and Craig-Hallum Capital Group LLC. (1)</a>                                                                                             |
| <a href="#">10.9</a>  | <a href="#">Private Placement Unit Purchase Agreement, dated January 11, 2021, between the Company and John Lipman. (1)</a>                                                                                                                |
| <a href="#">10.10</a> | <a href="#">Form of Indemnity Agreement. (2)</a>                                                                                                                                                                                           |





- [10.11 Business Combination Marketing Agreement, dated January 11, 2021, between the Company and Cowen and Company, LLC and Craig-Hallum Capital Group LLC.](#)
- [10.12 Administrative Services Agreement, dated January 11, 2021, between the Company and 200 Park Avenue Partners, LLC.](#)
- [31.1 Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [31.2 Certification of Principal Financial and Accounting Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [32 Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)

(1) Incorporated by reference to the Company's Current Report on Form 8-K filed on January 15, 2021.

(2) Incorporated by reference to the Company's Registration Statement on Form S-1 (SEC File No. 333-251650).

**Item 16. FORM 10-K SUMMARY**

None.

## SIGNATURES

Pursuant to the requirements of the Section 13 or 15 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on the 31st day of March, 2021.

### 890 5TH AVENUE PARTNERS, INC.

By: /s/ Emiliano Calemzuk  
Name: Emiliano Calemzuk  
Title: Chief Executive Officer

In accordance with the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| <u>Name</u>                                       | <u>Title</u>                                                                                                 | <u>Date</u>    |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------|
| <u>/s/ Adam Rothstein</u><br>Adam Rothstein       | Executive Chairman and Director                                                                              | March 31, 2021 |
| <u>/s/ Emiliano Calemzuk</u><br>Emiliano Calemzuk | Chief Executive Officer and Director<br>( <i>Principal Executive Officer</i> )                               | March 31, 2021 |
| <u>/s/ Michael Del Nin</u><br>Michael Del Nin     | Chief Financial Officer and Chief Operating Officer<br>( <i>Principal Financial and Accounting Officer</i> ) | March 31, 2021 |
| <u>/s/ Linda Yaccarino</u><br>Linda Yaccarino     | Director                                                                                                     | March 31, 2021 |
| <u>/s/ Kelli Turner</u><br>Kelli Turner           | Director                                                                                                     | March 31, 2021 |
| <u>/s/ David Bank</u><br>David Bank               | Director                                                                                                     | March 31, 2021 |
| <u>/s/ Scott Flanders</u><br>Scott Flanders       | Director                                                                                                     | March 31, 2021 |
| <u>/s/ Jon Jashni</u><br>Jon Jashni               | Director                                                                                                     | March 31, 2021 |

890 5TH AVENUE PARTNERS, INC.

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of  
890 5th Avenue Partners, Inc.

### Opinion on the Financial Statements

We have audited the accompanying balance sheet of 890 5th Avenue Partners, Inc. (the "Company") as of December 31, 2020, the related statements of operations, stockholders' equity and cash flows for the period from September 9, 2020 (inception) through December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations and its cash flows for the period from September 9, 2020 (inception) through December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor since 2020.

New York, NY  
March 31, 2021

**890 5TH AVENUE PARTNERS, INC.**  
**BALANCE SHEET**

**December 31, 2020**

|                                                                                                                     |                   |
|---------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Assets:</b>                                                                                                      |                   |
| Current assets:                                                                                                     |                   |
| Cash                                                                                                                | \$ 201,781        |
| Prepaid expenses                                                                                                    | 6,815             |
| <b>Total current assets</b>                                                                                         | <b>208,596</b>    |
| Deferred offering costs associated with the initial public offering                                                 | 338,798           |
| <b>Total Assets</b>                                                                                                 | <b>\$ 547,394</b> |
| <br><b>Liabilities and Stockholder's Equity:</b>                                                                    |                   |
| Current liabilities:                                                                                                |                   |
| Accounts payable                                                                                                    | \$ 120,269        |
| Accrued expenses                                                                                                    | 99,931            |
| Franchise tax payable                                                                                               | 450               |
| Advances from related party                                                                                         | 13,050            |
| Note payable                                                                                                        | 300,000           |
| <b>Total current liabilities</b>                                                                                    | <b>533,700</b>    |
| <br><b>Commitments and Contingencies</b>                                                                            |                   |
| <br><b>Stockholder's Equity:</b>                                                                                    |                   |
| Class F common stock, \$0.0001 par value; 25,000,000 shares authorized; 7,187,500 shares issued and outstanding (1) | 719               |
| Additional paid-in capital                                                                                          | 24,281            |
| Accumulated deficit                                                                                                 | (11,306)          |
| <b>Total stockholder's equity</b>                                                                                   | <b>13,694</b>     |
| <b>Total Liabilities and Stockholder's Equity</b>                                                                   | <b>\$ 547,394</b> |

(1) This number includes up to 937,500 shares of common stock subject to forfeiture if the over-allotment option is not exercised in full or in part by the underwriters. On January 14, 2021, the over-allotment option was exercised in full. Accordingly, none of these shares were forfeited.

*The accompanying notes are an integral part of these financial statements.*

**890 5TH AVENUE PARTNERS, INC.**  
**STATEMENT OF OPERATIONS**

|                                                                              | <b>For the Period from<br/>September 9, 2020 (inception) to<br/>December 31, 2020</b> |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Operating expenses</b>                                                    |                                                                                       |
| General and administrative expenses                                          | \$ 10,856                                                                             |
| Franchise tax expenses                                                       | 450                                                                                   |
| <b>Net loss</b>                                                              | <u>\$ (11,306)</u>                                                                    |
| <b>Weighted average shares outstanding, basic and diluted <sup>(1)</sup></b> | <u>6,250,000</u>                                                                      |
| <b>Basic and diluted net loss per share</b>                                  | <u>\$ (0.00)</u>                                                                      |

(1) This number excludes an aggregate of up to 937,500 shares of common stock subject to forfeiture if the over-allotment option is not exercised in full or in part by the underwriters. On January 14, 2021, the over-allotment option was exercised in full. Accordingly, none of these shares were forfeited.

*The accompanying notes are an integral part of these financial statements.*

**890 5TH AVENUE PARTNERS, INC.**  
**STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY**

**For the Period from September 9, 2020 (inception) to December 31, 2020**

|                                                | Common Stock     |               | Additional Paid-In | Accumulated        | Total            |         |         |               |
|------------------------------------------------|------------------|---------------|--------------------|--------------------|------------------|---------|---------|---------------|
|                                                | Class F          |               |                    |                    |                  | Capital | Deficit | Stockholder's |
|                                                | Shares (1)       | Amount        |                    |                    |                  |         |         |               |
| <b>Balance - September 9, 2020 (inception)</b> | -                | \$ -          | \$ -               | \$ -               | \$ -             |         |         |               |
| Issuance of Class F common stock to Sponsor    | 7,187,500        | 719           | 24,281             | -                  | 25,000           |         |         |               |
| Net loss                                       | -                | -             | -                  | (11,306)           | (11,306)         |         |         |               |
| <b>Balance - December 31, 2020</b>             | <b>7,187,500</b> | <b>\$ 719</b> | <b>\$ 24,281</b>   | <b>\$ (11,306)</b> | <b>\$ 13,694</b> |         |         |               |

(1) This number includes up to 937,500 shares of common stock subject to forfeiture if the over-allotment option is not exercised in full or in part by the underwriters. On January 14, 2021, the over-allotment option was exercised in full. Accordingly, none of these shares were forfeited.

*The accompanying notes are an integral part of these financial statements.*

**890 5TH AVENUE PARTNERS, INC.**  
**STATEMENT OF CASH FLOWS**

**For the Period from  
September 9, 2020 (inception)  
through  
December 31, 2020**

|                                                            |                   |
|------------------------------------------------------------|-------------------|
| <b>Cash Flows from Operating Activities:</b>               |                   |
| Net loss                                                   | \$ (11,306)       |
| <b>Changes in operating assets and liabilities:</b>        |                   |
| Prepaid expenses                                           | (6,815)           |
| Accounts payable                                           | 9,844             |
| Franchise tax payable                                      | 450               |
| <b>Net cash used in operating activities</b>               | <b>(7,827)</b>    |
| <b>Cash Flows from Financing Activities:</b>               |                   |
| Proceeds from issuance of common stock to Sponsor          | 25,000            |
| Proceeds from note payable to related party                | 300,000           |
| Payment of offering costs                                  | (115,392)         |
| <b>Net cash provided by financing activities</b>           | <b>209,608</b>    |
| <b>Net increase in cash</b>                                | <b>201,781</b>    |
| <b>Cash - beginning of the period</b>                      | <b>-</b>          |
| <b>Cash - end of the period</b>                            | <b>\$ 201,781</b> |
| <b>Supplemental disclosure of noncash activities:</b>      |                   |
| Offering costs included in accounts payable                | \$ 110,425        |
| Offering costs included in accrued expenses                | \$ 99,931         |
| Offering costs paid by related party under promissory note | \$ 13,000         |
| Expenses paid by related party                             | \$ 50             |

*The accompanying notes are an integral part of these financial statements.*



**890 5TH AVENUE PARTNERS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 1—Description of Organization and Business Operations**

***Organization and General***

890 5th Avenue Partners, Inc. (the “Company”) is a blank check company incorporated in Delaware on September 9, 2020. The Company was formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses (the “Business Combination”). The Company is an emerging growth company and, as such, the Company is subject to all of the risks associated with emerging growth companies.

As of December 31, 2020, the Company had not commenced any operations. All activity for the period from September 9, 2020 (inception) through December 31, 2020 relates to the Company’s formation and the initial public offering (the “Initial Public Offering”) described below. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income on cash and cash equivalents from the proceeds derived from the Initial Public Offering. The Company has selected December 31 as its fiscal year end.

***Sponsor and Financing***

The Company’s sponsor is 200 Park Avenue Partners, LLC, a Delaware limited liability company (the “Sponsor”). The registration statement for the Company’s Initial Public Offering was declared effective on January 11, 2021. On January 14, 2021, the Company consummated its Initial Public Offering of 28,750,000 units (the “Units” and, with respect to the Class A common stock included in the Units being offered, the “Public Shares”), including 3,750,000 additional Units to cover over-allotments (the “Over-Allotment Units”), at \$10.00 per Unit, generating gross proceeds of \$287.5 million, and incurring offering costs of approximately \$6.2 million.

Simultaneously with the closing of the Initial Public Offering, the Company consummated the private placement (“Private Placement”) of 777,500 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”) at a price of \$10.00 per Private Placement Unit to the Sponsor, PA 2 Co-Investment LLC (an affiliate of Cowen and Company, LLC, a representative of the underwriters), and Craig-Hallum Capital Group LLC (a representative of the underwriters) and its affiliate, generating proceeds of approximately \$7.8 million (Note 5).

***Trust Account***

Upon the closing of the Initial Public Offering and the Private Placement, an aggregate of \$287.5 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement was held in a trust account (“Trust Account”) located in the United States with Continental Stock Transfer & Trust Company acting as trustee, and invested only in U.S. “government securities” within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended (the “Investment Company Act”) having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act, which invest only in direct U.S. government treasury obligations, as determined by the Company, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account as described below.

***Initial Business Combination***

The Company’s management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of Private Placement Units, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. There is no assurance that the Company will be able to complete a Business Combination successfully. The Company must complete one or more initial Business Combinations having an aggregate fair market value of at least 80% of the net assets held in the Trust Account (as defined below) (excluding taxes payable on the income earned on the trust account) at the time of signing a definitive agreement in connection with the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act.

The Company will provide the holders (the “Public Stockholders”) of the Public Shares with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a stockholder meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek stockholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The Public Stockholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then held in the Trust Account (initially anticipated to be \$10.00 per Public Share). The Company will proceed with a Business Combination if a majority of the shares voted are voted in favor of the Business Combination. The Company will not redeem the Public Shares in an amount that would cause its net tangible assets to be less than \$5,000,001. If a stockholder vote is not required by law and the Company does not decide to hold a stockholder vote for business or other legal reasons, the Company will, pursuant to its Amended and Restated Certificate of Incorporation (the “A&R Certificate of Incorporation”), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (“SEC”) and file tender offer documents with the SEC prior to completing a Business Combination. If, however, stockholder approval of the transaction is required by law, or the Company decides to obtain stockholder approval for business or legal reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each public stockholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed transaction. If the Company seeks stockholder approval in connection with a Business Combination, the initial stockholders (as defined below) agreed to vote their Founder Shares (as defined below in Note 4) and any Public Shares purchased during or after the Initial Public Offering in favor of a Business Combination. In addition, the initial stockholders agreed to waive their redemption rights with respect to their Founder Shares and Public Shares in connection with the completion of a Business Combination.

The A&R Certificate of Incorporation provides that a public stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a “group” (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), will be restricted from redeeming its shares with respect to more than an aggregate of 15% or more of the Public Shares, without the prior consent of the Company.

The holders of the Founder Shares (as defined in Note 4) prior to the Initial Public Offering (the “initial stockholders”) agreed not to propose an amendment to the A&R Certificate of Incorporation to modify the substance or timing of the Company’s obligation to redeem 100% of the Public Shares if the Company does not complete a Business Combination within the Combination Period (as defined below) or with respect to any other material provisions relating to stockholders’ rights or pre-initial Business Combination activity, unless the Company provides the Public Stockholders with the opportunity to redeem their Public Shares in conjunction with any such amendment.

If the Company is unable to complete a Business Combination within 24 months from the closing of the Initial Public Offering, or January 14, 2023 (the “Combination Period”), the Company will (i) cease all operations except for the purpose of winding up; (2) as promptly as reasonably possible but not more than 10 business days thereafter, redeem the Public Shares, at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its franchise and income taxes (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Stockholders’ rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law; and (3) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the board of directors, dissolve and liquidate, subject in each case to the Company’s obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law.

The initial stockholders agreed to waive their rights to liquidating distributions from the Trust Account with respect to the Founder Shares if the Company fails to complete a Business Combination within the Combination Period. However, if the initial stockholders acquire Public Shares in or after the Initial Public Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period.

In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution (including Trust Account assets) will be only \$10.00. In order to protect the amounts held in the Trust Account, the Sponsor agreed to be liable to the Company if and to the extent any claims by a third party (except for the Company's independent registered public accounting firm) for services rendered or products sold to the Company, or a prospective target business with which the Company has entered into a letter of intent, confidentiality or other similar agreement or business combination agreement (a "Target"), reduce the amount of funds in the Trust Account to below the lesser of (i) \$10.00 per Public Share and (ii) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than \$10.00 per Public Share due to reductions in the value of the trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or Target that executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers, prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

### ***Liquidity and Capital Resources***

As of December 31, 2020, the Company had approximately \$202,000 in cash, and working capital deficit of approximately \$325,000, excluding franchise tax payable.

The Company's liquidity needs prior to the consummation of the Initial Public Offering were satisfied through the cash proceeds of \$25,000 from the sale of the Founder Shares (as defined in Note 4), loan from the Sponsor of \$300,000 under the Note (as defined in Note 4), and advances from related party of approximately \$13,000 (Note 5). The Company repaid the Note of \$300,000 in full on January 14, 2021 and the Company reimbursed the advances from the related party in full in February 2021. Subsequent to the consummation of the Initial Public Offering, the Company's liquidity needs have been satisfied through the net proceeds from the consummation of the Initial Public Offering and the Private Placement held outside of the Trust Account.

Based on the foregoing, management has since reevaluated the Company's liquidity and financial condition and believes that the Company will have sufficient working capital and borrowing capacity to meet its needs through the earlier of the consummation of a Business Combination or one year from this filing. Over this time period, the Company will be using the funds held outside of the Trust Account for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

### **Note 2—Summary of Significant Accounting Policies**

#### ***Basis of Presentation***

The accompanying financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") for financial information and pursuant to the rules and regulations of the SEC.

#### ***Emerging Growth Company***

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such an election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

#### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Actual results could differ from those estimates.

#### ***Cash and Cash Equivalents***

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents at December 31, 2020.

#### ***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution which, at times, may exceed the Federal depository insurance coverage of \$250,000, and investments held in Trust Account. The Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

#### ***Financial Instruments***

The fair value of the Company's assets and liabilities, which qualify as financial instruments under FASB ASC 820, "Fair Value Measurements," approximates the carrying amounts represented in the balance sheet.

#### ***Deferred Offering Costs Associated with the Initial Public Offering***

The Company complies with the requirements of the ASC 340-10-S99-1 and SEC Staff Accounting Bulletin Topic 5A – "Expenses of Offering." Deferred offering costs consist of legal, accounting, and other costs incurred that were directly related to the Initial Public Offering and recorded as an asset on the Balance Sheet. These costs, along with underwriting fees were charged to stockholders' equity upon the completion of the Initial Public Offering.

#### ***Net Loss Per Share of Common Stock***

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." Net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding during the periods excluding shares subject to forfeiture. Weighted average shares were reduced for the effect of an aggregate of 937,500 shares of Class F Common Stock that are subject to forfeiture if the over-allotment option is not exercised by the underwriters. The underwriter exercised its over-allotment option in full on January 14, 2021; thus, the 937,500 shares of Class F Common Stock were no longer subject to forfeiture. At December 31, 2020, the Company did not have any dilutive securities and other contracts that could, potentially, be exercised or converted into common stock and then share in the earnings of us. As a result, diluted loss per share is the same as basic loss per share for the periods presented.

## ***Income Taxes***

The Company follows the asset and liability method of accounting for income taxes under FASB ASC Topic 740, "Income Taxes." Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that included the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Deferred taxes were deemed immaterial as of December 31, 2020.

FASB ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits as of December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

The provision for income taxes was deemed to be de minimis for the period from September 9, 2020 (inception) through December 31, 2020.

## ***Recent Accounting Pronouncements***

Management does not believe that any recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have an effect on the Company's financial statements.

## **Note 3—Initial Public Offering**

On January 14, 2021, the Company consummated its Initial Public Offering of 28,750,000 Units, including 3,750,000 Over-Allotment Units, at \$10.00 per Unit, generating gross proceeds of \$287.5 million, and incurring offering costs of approximately \$6.2 million.

Each Unit consists of one share of Class A common stock, and one-third of one redeemable warrant (each, a "Public Warrant"). Each Public Warrant entitles the holder to purchase one share of Class A common stock at a price of \$11.50 per share, subject to adjustment (see Note 6).

A certain qualified institutional buyer (the "Anchor Investor") purchased 1,000,000 Units in the Initial Public Offering. The Anchor Investor subscribed for membership interests in the Sponsor representing an indirect beneficial interest in 212,621 Founder Shares and 28,750 Private Placement Units.

The Anchor Investor agreed to vote any shares that it holds (including any Public Shares that it holds) in favor of the initial Business Combination, and a smaller portion of affirmative votes from other Public Shareholders would be required to approve the initial Business Combination. As a result of the Private Placement Units that the Anchor Investor holds, it may have different interests with respect to a vote on an initial Business Combination than other Public Stockholders.

The Anchor Investor will not have any rights to the funds held in the Trust Account beyond the rights afforded to the Public Stockholders, as described herein.

## **Note 4—Related Party Transactions**

### ***Founder Shares***

In October 2020, the Sponsor purchased 7,187,500 shares of the Company’s Class F common stock, par value \$0.0001 per share, (the “Founder Shares”) for an aggregate price of \$25,000. The initial stockholders agreed to forfeit up to 937,500 Founder Shares to the extent that the over-allotment option was not exercised in full by the underwriters, so that the Founder Shares would represent 20% of the Company’s issued and outstanding shares after the Initial Public Offering (excluding the shares comprising the Private Placement Units). The underwriter exercised its over-allotment option in full on January 14, 2021; thus, the 937,500 Founder Shares were no longer subject to forfeiture.

The initial stockholders agreed, subject to limited exceptions, not to transfer, assign or sell any of the Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the last reported sale price of the Class A common stock equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date following the completion of the initial Business Combination on which the Company completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the stockholders having the right to exchange their shares of Class A common stock for cash, securities or other property.

### ***Private Placement***

Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 777,500 Private Placement Units at a price of \$10.00 per Private Placement Unit to the Sponsor, PA 2 Co-Investment LLC, and Craig-Hallum Capital Group LLC and its affiliate, generating proceeds of approximately \$7.8 million.

The Private Placement Units (including the shares comprising the Private Placement Units, the Private Placement Warrants (as defined below) and shares of Class A common stock issuable upon exercise of such warrants) are not transferable or salable until 30 days after the completion of the initial Business Combination.

Each whole private placement warrant underlying the Private Placement Units (the “Private Placement Warrants”) is exercisable for one whole share of Class A common stock at a price of \$11.50 per share. A portion of the proceeds from the Private Placement Units has been added to the proceeds from the Initial Public Offering to be held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the Private Placement Units and the underlying securities will expire worthless.

The Sponsor and the Company’s officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

### ***Related Party Loans***

On October 15, 2020, the Sponsor agreed to loan the Company an aggregate of up to \$300,000 to cover expenses related to the Initial Public Offering pursuant to a promissory note (the “Note”). This loan was non-interest bearing and payable upon the completion of the Initial Public Offering. The Company borrowed \$300,000 under the Note as of December 31, 2020 and repaid the Note in full on January 14, 2021.

In addition, an affiliate of the Sponsor advanced approximately \$13,000 to cover for certain expenses on behalf of the Company. The Company reimbursed the advances from the affiliate of the Sponsor in full in February 2021.

In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor, members of our management team or any of their affiliates or other third parties, may, but are not obligated to, loan the Company funds as may be required (“Working Capital Loans”). If the Company completes a Business Combination, the Company would repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans would be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of a Business Combination or, at the lenders’ discretion, up to \$1.5 million of such Working Capital Loans may be convertible into units of the post-Business Combination entity at a price of \$10.00 per unit at the option of the lender. The units would be identical to the Private Placement Units. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. To date, the Company had no borrowings under the Working Capital Loans.

### ***Administrative Services Agreement***

Commencing on the date of the listing of the Units on the Nasdaq Capital Market through the earlier of the consummation of the initial Business Combination or the liquidation of the Company, the Company will pay the Sponsor \$20,000 per month for office space, utilities, general office and secretarial support, and administrative and support services.

In addition, the Sponsor, executive officers and directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on the Company's behalf such as identifying potential partner businesses and performing due diligence on suitable Business Combinations. The Company's audit committee will review on a quarterly basis all payments that were made by the Company to the Sponsor, executive officers or directors, or the Company's or their affiliates. Any such payments prior to an initial Business Combination will be made using funds held outside the Trust Account.

### **Note 5—Commitments and Contingencies**

#### ***Registration Rights***

The holders of Founder Shares, Private Placement Units and units that may be issued upon conversion of Working Capital Loans (and any Class A common stock issuable upon the exercise of the Private Placement Units and units that may be issued upon conversion of Working Capital Loans and upon conversion of the Founder Shares) are entitled to registration rights pursuant to a registration rights agreement signed upon the consummation of the Initial Public Offering. These holders are entitled to make up to certain demands, excluding short form demands, that the Company registered such securities. In addition, the holders have certain “piggy-back” registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

#### ***Underwriting Agreement***

The underwriters were entitled to an underwriting discount of \$0.20 per unit, or approximately \$5.8 million in the aggregate, paid upon the closing of the Initial Public Offering.

#### ***Business Combination Marketing Agreement***

The Company engaged certain underwriters in connection with the Business Combination to assist the Company in holding meetings with the stockholders to discuss the potential Business Combination and the target business' attributes, introduce the Company to potential investors that are interested in purchasing the Company's securities in connection with the initial Business Combination, assist the Company in obtaining stockholder approval for the Business Combination and assist the Company with its press releases and public filings in connection with the Business Combination. The scope of engagement excludes identifying and/or evaluating possible acquisition candidates. Pursuant to the agreement with the underwriters, the marketing fee payable to the underwriters will be 3.5% of the gross proceeds of the Initial Public Offering, approximately \$10.1 million in the aggregate.

### **Note 6—Stockholders' Equity**

***Preferred Stock*** — The Company filed its initial Certificate of Incorporation on September 9, 2020, which authorized no shares of preferred stock. The Company filed its A&R Certificate of Incorporation on January 11, 2021, which authorized 5,000,000 shares of preferred stock, par value \$0.0001 per share. The Company is authorized to issue 5,000,000 shares of preferred stock, par value \$0.0001 per share, with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of December 31, 2020, the Company was not authorized to issue shares of preferred stock and therefore there were no shares of preferred stock issued or outstanding as of December 31, 2020.

**Class A Common Stock** — The Company filed its initial Certificate of Incorporation on September 9, 2020, which authorized no shares of Class A common stock. The Company filed its A&R Certificate of Incorporation on January 11, 2021, which authorized 500,000,000 shares of Class A common stock, par value \$0.0001 per share. The Company is authorized to issue 500,000,000 shares of Class A common stock with a par value of \$0.0001 per share. As of December 31, 2020, the Company was not authorized to issue shares of Class A common stock and therefore there were no shares of Class A common stock issued or outstanding as of December 31, 2020.

**Class F Common Stock** — The Company is authorized to issue 25,000,000 shares of Class F common stock with a par value of \$0.0001 per share. In October 2020, the Company issued 7,187,500 shares of Class F common stock, including an aggregate of 937,500 shares of Class F common stock that were subject to forfeiture, to the Company by the initial stockholders for no consideration to the extent that the underwriters' over-allotment option was not exercised in full or in part, so that the initial stockholders would collectively own 20% of the Company's issued and outstanding common stock after the Initial Public Offering (excluding the shares comprising the Private Placement Units). The underwriter exercised its over-allotment option in full on January 14, 2021; thus, the 937,500 shares of Class F common stock were no longer subject to forfeiture.

Holders of the Class A common stock and holders of the Class F common stock of record are entitled to one vote for each share held on all matters to be voted on by stockholders, including any vote in connection with the initial Business Combination, and vote together as a single class, except as required by law.

The Class F common stock will automatically convert into Class A common stock at the time of the initial Business Combination, or earlier at the option of the holder, on a one-for-one basis, subject to increase in respect of the issuance of certain securities, as provided herein. In the case that additional shares of Class A common stock, or equity-linked securities (as described herein), are issued or deemed issued in excess of the amounts sold in the Initial Public Offering and related to the closing of the initial Business Combination, the ratio at which shares of Class F common stock shall convert into shares of Class A common stock will be adjusted (unless the holders of a majority of the outstanding shares of Class F common stock agree to waive such adjustment with respect to any such issuance or deemed issuance) so that the number of shares of Class A common stock issuable upon conversion of all shares of Class F common stock will equal, in the aggregate, 20% of the aggregate number of all shares of common stock outstanding upon the completion of the Initial Public Offering, plus the aggregate number of shares of Class A common stock and equity-linked securities issued or deemed issued in connection with the initial Business Combination (net of the number of shares of Class A common stock redeemed in connection with the initial Business Combination), excluding any shares or equity-linked securities issued, or to be issued, to any seller in the initial Business Combination.

**Warrants** — Public Warrants may only be exercised for a whole number of shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. The Public Warrants will become exercisable on the later of (a) 30 days after the completion of a Business Combination or (b) 12 months from the closing of the Initial Public Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the shares of Class A common stock issuable upon exercise of the Public Warrants and a current prospectus relating to them is available (or the Company permits holders to exercise their Public Warrants on a cashless basis and such cashless exercise is exempt from registration under the Securities Act). The Company agreed that as soon as practicable, but in no event later than 15 business days after the closing of the initial Business Combination, the Company will use its commercially reasonable efforts to file with the SEC and have an effective registration statement covering the shares of the Class A common stock issuable upon exercise of the warrants and to maintain a current prospectus relating to those shares of the Class A common stock until the warrants expire or are redeemed, as specified in the warrant agreement. If a registration statement covering the shares of the Class A common stock issuable upon exercise of the warrants is not effective by the 60th business day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption.



The warrants have an exercise price of \$11.50 per whole share, subject to adjustments, and will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation. In addition, if (x) the Company issues additional shares of Class A common stock or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination, at an issue price or effective issue price of less than \$9.20 per share of Class A common stock (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the initial stockholders or their respective affiliates, without taking into account any Founder Shares or shares comprising the Private Placement Units held by them prior to such issuance), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination, and (z) the volume weighted average trading price of the Class A common stock during the 10 trading day period starting on the trading day after the day on which the Company consummates its initial Business Combination (such price, the "Market Value") is below \$9.20 per share, the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the Market Value, and the \$18.00 per share redemption trigger price described below will be adjusted (to the nearest cent) to be equal to 180% of the Market Value.

The Private Placement Warrants are identical to the Public Warrants, except that the Private Placement Warrants and the shares of Class A common stock issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions. Additionally, the Private Placement Warrants will be non-redeemable so long as they are held by the Sponsor or its permitted transferees. If the Private Placement Warrants are held by someone other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

***Redemption of warrants when the price per share of Class A common stock equals or exceeds \$18.00:***

Once the warrants become exercisable, the Company may redeem the outstanding warrants for cash (except as described herein with respect to the Private Placement Warrants):

- 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; and

if, and only if, the last reported sale price of Class A common stock equals or exceeds \$18.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like and for certain issuances of Class A common stock and equity-linked securities as described above) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders.

The Company will not redeem the warrants unless a registration statement under the Securities Act covering the issuance of the shares of Class A common stock issuable upon exercise of the warrants is then effective and a current prospectus relating to those shares of common stock is available throughout the 30-day redemption period, except if the warrants may be exercised on a cashless basis and such cashless exercise is exempt from registration under the Securities Act. If and when the warrants become redeemable by the Company, it may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

If the Company calls the warrants for redemption as described above, the management will have the option to require all holders that wish to exercise warrants to do so on a "cashless basis."

In no event will the Company be required to net cash settle any warrant. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

***Redemption of warrants for when the price per share of Class A common stock equals or exceeds \$10.00:***

Commencing ninety days after the warrants become exercisable, the Company may redeem the outstanding Public Warrants:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption *provided* that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares determined by reference to an agreed table based on the redemption date and the "fair market value" of Class A common stock;
- upon a minimum of 30 days' prior written notice of redemption;
- if, and only if, the last reported sale price of the Company's Class A common stock equals or exceeds \$10.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) on the trading day prior to the date on which the Company sends the notice of redemption to the warrant holders;
- if and only if, there is an effective registration statement covering the issuance of the shares of Class A common stock issuable upon exercise of the warrants and a current prospectus relating thereto is available throughout the 30-day period after the written notice of redemption is given.

**Note 7—Subsequent Events**

The Company evaluated events that have occurred after the balance sheet date through the date on which the financial statement was issued. Based upon this review, other than described in the financial statement, the Company did not identify any other subsequent events that would have required adjustment or disclosure in the financial statements.

**890 5TH AVENUE PARTNERS, INC.**  
**DESCRIPTION OF SECURITIES**

As of the date of the Annual Report on Form 10-K for the year ended December 31, 2020 (the "Report"), of 890 5th Avenue Partners, Inc., a Delaware corporation ("we," "us," "our" or "the company"), of which this exhibit forms a part, the company had the following three classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): (i) its units, consisting of one share of Class A common stock (as defined below) and one-third of one redeemable warrant (as defined below), with each whole warrant entitling the holder thereof to purchase one share of Class A common stock (the "units"), (ii) its Class A common stock, \$0.0001 par value per share ("Class A common stock"), and (iii) its public warrants, with each whole warrant exercisable for one share of Class A common stock for \$11.50 per share (the "warrants"). Defined terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Report.

Pursuant to our amended and restated certificate of incorporation (our "Charter"), our authorized capital stock consists of 500,000,000 shares of Class A common stock, 25,000,000 shares of Class F common stock, \$0.0001 par value per share ("Class F common stock"), and 5,000,000 shares of undesignated preferred stock, \$0.0001 par value per share. The following description summarizes the material terms of our capital stock and does not purport to be complete. It is subject to, and qualified in its entirety by reference to, the Charter, our bylaws and our warrant agreement, each of which is incorporated by reference as an exhibit to the Report.

#### **UNITS**

Each unit consists of one share of Class A common stock and one-third of one warrant. Each warrant entitles the holder thereof to purchase one share of Class A common stock at a price of \$11.50 per share, subject to adjustment as described in the warrant agreement. Pursuant to the warrant agreement, a warrant holder may exercise its warrants only for a whole number of shares of Class A common stock.

The Class A common stock and warrants constituting the units commenced separate trading on March 5, 2021. Holders have the option to continue to hold units or separate their units into the component securities. Holders need to have their brokers contact Continental Stock Transfer & Trust Company, our transfer agent, in order to separate the units into shares of Class A common stock and warrants if the holders wish to do so.

#### **COMMON STOCK**

Holders of the Class A common stock and holders of the Class F common stock of record are entitled to one vote for each share held on all matters to be voted on by stockholders, including any vote in connection with our initial business combination, and vote together as a single class, except as required by law.

Unless specified in our Charter or bylaws, or as required by applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") or applicable stock exchange rules, the affirmative vote of a majority of our common stock that are voted is required to approve any such matter voted on by our stockholders. Our board of directors is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. 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 stockholders are entitled to receive ratable dividends when, as and if declared by the board of directors out of funds legally available therefor.

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Because our Charter authorizes the issuance of up to 500,000,000 shares of Class A common stock, if we were to enter into a business combination, we may (depending on the terms of such a business combination) be required to increase the number of shares of common stock which we are authorized to issue at the same time as our stockholders vote on the business combination to the extent we seek stockholder approval in connection with our initial business combination.

We will provide our public stockholders with the opportunity to redeem all or a portion of their shares upon the completion of our initial business combination at a per share price, payable in cash, equal to the aggregate amount then on deposit in the trust account as of two business days prior to the consummation of our initial business combination, including interest earned on the funds held in the trust account and not previously released to us to pay our franchise and income taxes, divided by the number of then outstanding public shares, subject to the limitations described in the Report. The per share amount we will distribute to investors who properly redeem their shares will not be reduced by the marketing fee disclosed in the Report that we will pay to the underwriters (the "Marketing Fee"). Our Sponsor and other holders of our founder shares, including PA 2 Co-Investment and Craig-Hallum, and certain members of our board of directors (collectively, our "initial stockholders"), have entered into a letter agreement with us, pursuant to which they have agreed to waive their redemption rights with respect to their founder shares, private placement shares and any public shares held by them in connection with the completion of our initial business combination.

If we seek stockholder approval of our initial business combination, we will complete our initial business combination only if a majority of the outstanding shares of common stock voted are voted in favor of the business combination. A quorum for such meeting will consist of the holders present in person or by proxy of shares of outstanding capital stock of the company representing a majority of the voting power of all outstanding shares of capital stock of the company entitled to vote at such meeting.

If we seek stockholder approval of our initial business combination and we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, our Charter provides that a public stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from redeeming shares in excess of 15% of the shares comprising units sold in our initial public offering ("Excess Shares"). However, we would not be restricting our stockholders' ability to vote all of their shares (including Excess Shares) for or against our initial business combination.

In the event of a liquidation, dissolution or winding up of the company after a business combination, our stockholders are entitled to share ratably in all assets remaining available for distribution to them after payment of liabilities and after provision is made for each class of stock, if any, having preference over the common stock. Our stockholders have no preemptive or other subscription rights. There are no sinking fund provisions applicable to the common stock, except that we will provide our stockholders with the opportunity to redeem their public shares for cash equal to their pro rata share of the aggregate amount then on deposit in the trust account, including interest (which interest shall be net of taxes payable), upon the completion of our initial business combination, subject to the limitations described herein.

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## **Private Placement Shares**

The “private placement shares” are shares of Class A common stock contained in units sold in a private placement concurrent with our initial public offering that are not transferable, assignable or salable until 30 days after the completion of our initial business combination (except, among certain limited exceptions, to our officers and directors and other persons or entities affiliated with our founders). The private placement shares are otherwise identical to the shares of Class A common stock included in the units sold in our initial public offering, except that: (1) the private placement shares are subject to certain transfer restrictions, as described in more detail below; (2) our initial stockholders have entered into a letter agreement with us, pursuant to which they have agreed: to (a) waive their redemption rights with respect to their founder shares, private placement shares and any public shares held by them in connection with the completion of our initial business combination; (b) waive their redemption rights with respect to their founder shares, private placement shares and any public shares held by them in connection with a stockholder vote to approve an amendment to our Charter to modify the substance or timing of our obligation to redeem 100% of our public shares if we have not consummated our initial business combination within 24 months from the closing of our initial public offering; and (c) waive their rights to liquidating distributions from the trust account with respect to any founder shares and private placement shares they hold if we fail to complete our initial business combination within 24 months from the closing of our initial public offering (although they will be entitled to liquidating distributions from the trust account with respect to any public shares they hold if we fail to complete our initial business combination within the prescribed time frame); and (3) the founder shares and private placement securities are entitled to registration rights. If we submit our initial business combination to our public stockholders for a vote, our initial stockholders have agreed (and their permitted transferees will agree) (and another investor (our “anchor investor”) has agreed, pursuant to a written agreement), pursuant to the terms of a letter agreement entered into with us, to vote their founder shares, private placement shares and any public shares held by them purchased during or after our initial public offering in favor of our initial business combination.

## **Founder Shares (Class F common stock)**

The “founder shares” are shares of Class F common stock that are identical to the shares of Class A common stock included in the units sold in our initial public offering, except that: (1) the founder shares are subject to certain transfer restrictions, as described in more detail below; (2) our initial stockholders have entered into a letter agreement with us, pursuant to which they have agreed: to (a) waive their redemption rights with respect to their founder shares, private placement shares and any public shares held by them in connection with the completion of our initial business combination; (b) waive their redemption rights with respect to their founder shares, private placement shares and any public shares held by them in connection with a stockholder vote to approve an amendment to our Charter to modify the substance or timing of our obligation to redeem 100% of our public shares if we have not consummated our initial business combination within 24 months from the closing of our initial public offering; and (c) waive their rights to liquidating distributions from the trust account with respect to any founder shares and private placement shares they hold if we fail to complete our initial business combination within 24 months from the closing of our initial public offering (although they will be entitled to liquidating distributions from the trust account with respect to any public shares they hold if we fail to complete our initial business combination within the prescribed time frame); (3) the founder shares are automatically convertible into shares of our Class A common stock at the time of our initial business combination on a one-for-one basis, subject to adjustment pursuant to certain anti-dilution rights, as described in more detail below; and (4) the founder shares and private placement shares are entitled to registration rights. If we submit our initial business combination to our public stockholders for a vote, our initial stockholders have agreed (and their permitted transferees will agree) (and our anchor investor has agreed, pursuant to a written agreement), pursuant to the terms of a letter agreement entered into with us, to vote their founder shares, private placement shares and any public shares held by them purchased during or after our initial public offering in favor of our initial business combination.

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The shares of Class F common stock will automatically convert into shares of Class A common stock at the time of our initial business combination, or earlier at the option of the holder, on a one-for-one basis, subject to increase in respect of the issuance of certain securities, as provided herein. In the case that additional shares of Class A common stock, or equity-linked securities (as described herein), are issued or deemed issued in excess of the amounts sold in our initial public offering and related to the closing of our initial business combination, the ratio at which shares of Class F common stock shall convert into shares of Class A common stock will be adjusted (unless the holders of a majority of the outstanding shares of Class F common stock agree to waive such adjustment with respect to any such issuance or deemed issuance) so that the number of shares of Class A common stock issuable upon conversion of all shares of Class F common stock will equal, in the aggregate, 20% of the aggregate number of all shares of common stock outstanding upon the completion of our initial public offering, plus the aggregate number of shares of Class A common stock and equity-linked securities issued or deemed issued in connection with our initial business combination (net of the number of shares of Class A common stock redeemed in connection with our initial business combination), excluding any shares or equity-linked securities issued, or to be issued, to any seller in our initial business combination. The term "equity-linked securities" refers to any debt or equity securities that are convertible, exercisable or exchangeable for our Class A common stock issued in a financing transaction in connection with our initial business combination, including but not limited to a private placement of equity or debt.

With certain limited exceptions, the founder shares are not transferable, assignable or salable (except to our officers and directors and other persons or entities affiliated with our founders, each of whom will be subject to the same transfer restrictions) until the earlier of (A) one year after the completion of our initial business combination or (B) subsequent to our initial business combination, (x) if the last reported sale price of the Class A common stock equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after our initial business combination, or (y) the date following the completion of our initial business combination on which we complete a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of our public stockholders having the right to exchange their shares of Class A common stock for cash, securities or other property. The founder shares held by PA 2 Co-Investment and Craig-Hallum and their respective affiliates are deemed underwriters' compensation by FINRA pursuant to FINRA Rule 5110 and are subject to a 180-day lock-up from the commencement of sales of our initial public offering in accordance with FINRA Rule 5110(e)(1).

## **PREFERRED STOCK**

Our Charter authorizes 5,000,000 shares of preferred stock and provides that shares of preferred stock may be issued from time to time in one or more series. Our board of directors is authorized to fix the voting rights, if 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 is able to, without stockholder approval, 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. Although we do not currently intend to issue any shares of preferred stock, we cannot assure you that we will not do so in the future.

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## WARRANTS

### Public Stockholders' Warrants

Each whole warrant entitles the registered holder to purchase one share of Class A common stock at a price of \$11.50 per whole share, subject to adjustment as discussed below, at any time commencing on the later of 12 months from the closing of our initial public offering or 30 days after the completion of our initial business combination. Pursuant to the warrant agreement, a warrant holder may exercise its warrants only for a whole number of shares of Class A common stock. This means only a whole warrant may be exercised at a given time by a warrant holder. No fractional warrants have been or will be issued upon separation of the units and only whole warrants will trade. Accordingly, unless you hold at least three units, you will not be able to receive or trade a whole warrant. The warrants will expire five years after the completion of our initial business combination, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation; provided, however, that the private placement warrants held by PA 2 Co-Investment and Craig-Hallum and their respective affiliates will not be exercisable more than five years from the commencement of sales of our initial public offering in accordance with FINRA Rule 5110(g)(8).

We are not obligated to deliver any shares of Class A common stock pursuant to the exercise of a warrant and will have no obligation to settle such warrant exercise unless a registration statement under the Securities Act covering the issuance of the shares of Class A common stock issuable upon exercise of the warrants is then effective and a current prospectus relating to those shares of Class A common stock is available, subject to our satisfying our obligations described below with respect to registration. No warrant will be exercisable for cash or on a cashless basis, and are not obligated to issue any shares to holders seeking to exercise their warrants, unless the issuance of the shares upon such exercise is registered or qualified under the securities laws of the state of the exercising holder, or an exemption is available. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a warrant, the holder of such warrant will not be entitled to exercise such warrant and such warrant may have no value and expire worthless. In the event that a registration statement is not effective for the exercised warrants, the purchaser of a unit containing such warrant will have paid the full purchase price for the unit solely for the share of Class A common stock underlying such unit.

We have agreed that as soon as practicable, but in no event later than 15 business days after the closing of our initial business combination, we will use our best efforts to file with the SEC a registration statement registering the issuance, under the Securities Act, of the shares of Class A common stock issuable upon exercise of the warrants. We will use our best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the warrants in accordance with the provisions of the warrant agreement. Notwithstanding the above, if our Class A common stock is at the time of any exercise of a warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act, we may, at our option, require holders of public warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event we so elect, we will not be required to file or maintain in effect a registration statement, but will use our best efforts to qualify the shares under applicable blue sky laws to the extent an exemption is not available.

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**Redemption of warrants when the price per share of Class A common stock equals or exceeds \$18.00.** Once the warrants become exercisable, we may call the warrants for redemption:

- in whole and not in part;
- at a price of \$0.01 per warrant;
- upon not less than 30 days' prior written notice of redemption (the "30-day redemption period") to each warrant holder; and
- if, and only if, the last reported sale price of the Class A common stock equals or exceeds \$18.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like and for certain issuances of Class A common stock and equity-linked securities as described below) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date we send the notice of redemption to the warrant holders.

If and when the warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws.

If the foregoing conditions are satisfied and we issue a notice of redemption of the warrants, each warrant holder will be entitled to exercise his, her or its warrant prior to the scheduled redemption date. However, the price of the Class A common stock may fall below the \$18.00 redemption trigger price (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like and for certain issuances of Class A common stock and equity-linked securities as described below) as well as the \$11.50 warrant exercise price after the redemption notice is issued.

**Redemption of warrants when the price per share of Class A common stock equals or exceeds \$10.00.** Commencing ninety days after the warrants become exercisable, we may redeem the outstanding warrants (except as described herein with respect to the private placement warrants):

- in whole and not in part;
  - at a price of \$0.10 per warrant provided that holders will be able to exercise their warrants prior to redemption and receive that number of shares of Class A common stock determined by reference to the table below, based on the redemption date and the "fair market value" of our Class A common stock (as defined below) except as otherwise described below;
  - upon a minimum of 30 days' prior written notice of redemption;
  - if, and only if, the last reported sale price of our Class A common stock equals or exceeds \$10.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) on the trading day prior to the date on which we send the notice of redemption to the warrant holders; and
  - if, and only if, there is an effective registration statement covering the issuance of the shares of Class A common stock issuable upon exercise of the warrants and a current prospectus relating thereto is available throughout the 30-day period after written notice of redemption is given.
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The numbers in the table below represent the number of shares of Class A common stock that a warrant holder will receive upon cashless exercise in connection with a redemption by us pursuant to this redemption feature, based on the “fair market value” of our Class A common stock on the corresponding redemption date (assuming holders elect to exercise their warrants and such warrants are not redeemed for \$0.10 per warrant), determined based on the average of the last reported sales price for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants, and the number of months that the corresponding redemption date precedes the expiration date of the warrants, each as set forth in the table below.

**Fair Market Value of Class A Common Stock**

| <b>Redemption Date (period to expiration of warrants)</b> | <b>≤\$10.00</b> | <b>\$11.00</b> | <b>\$12.00</b> | <b>\$13.00</b> | <b>\$14.00</b> | <b>\$15.00</b> | <b>\$16.00</b> | <b>\$17.00</b> | <b>≥\$18.00</b> |
|-----------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| 57 months                                                 | 0.257           | 0.277          | 0.294          | 0.310          | 0.324          | 0.337          | 0.348          | 0.358          | 0.361           |
| 54 months                                                 | 0.252           | 0.272          | 0.291          | 0.307          | 0.322          | 0.335          | 0.347          | 0.357          | 0.361           |
| 51 months                                                 | 0.246           | 0.268          | 0.287          | 0.304          | 0.320          | 0.333          | 0.346          | 0.357          | 0.361           |
| 48 months                                                 | 0.241           | 0.263          | 0.283          | 0.301          | 0.317          | 0.332          | 0.344          | 0.356          | 0.361           |
| 45 months                                                 | 0.235           | 0.258          | 0.279          | 0.298          | 0.315          | 0.330          | 0.343          | 0.356          | 0.361           |
| 42 months                                                 | 0.228           | 0.252          | 0.274          | 0.294          | 0.312          | 0.328          | 0.342          | 0.355          | 0.361           |
| 39 months                                                 | 0.221           | 0.246          | 0.269          | 0.290          | 0.309          | 0.325          | 0.340          | 0.354          | 0.361           |
| 36 months                                                 | 0.213           | 0.239          | 0.263          | 0.285          | 0.305          | 0.323          | 0.339          | 0.353          | 0.361           |
| 33 months                                                 | 0.205           | 0.232          | 0.257          | 0.280          | 0.301          | 0.320          | 0.337          | 0.352          | 0.361           |
| 30 months                                                 | 0.196           | 0.224          | 0.250          | 0.274          | 0.297          | 0.316          | 0.335          | 0.351          | 0.361           |
| 27 months                                                 | 0.185           | 0.214          | 0.242          | 0.268          | 0.291          | 0.313          | 0.332          | 0.350          | 0.361           |
| 24 months                                                 | 0.173           | 0.204          | 0.233          | 0.260          | 0.285          | 0.308          | 0.329          | 0.348          | 0.361           |
| 21 months                                                 | 0.161           | 0.193          | 0.223          | 0.252          | 0.279          | 0.304          | 0.326          | 0.347          | 0.361           |
| 18 months                                                 | 0.146           | 0.179          | 0.211          | 0.242          | 0.271          | 0.298          | 0.322          | 0.345          | 0.361           |
| 15 months                                                 | 0.130           | 0.164          | 0.197          | 0.230          | 0.262          | 0.291          | 0.317          | 0.342          | 0.361           |
| 12 months                                                 | 0.111           | 0.146          | 0.181          | 0.216          | 0.250          | 0.282          | 0.312          | 0.339          | 0.361           |
| 9 months                                                  | 0.090           | 0.125          | 0.162          | 0.199          | 0.237          | 0.272          | 0.305          | 0.336          | 0.361           |
| 6 months                                                  | 0.065           | 0.099          | 0.137          | 0.178          | 0.219          | 0.259          | 0.296          | 0.331          | 0.361           |
| 3 months                                                  | 0.034           | 0.065          | 0.104          | 0.150          | 0.197          | 0.243          | 0.286          | 0.326          | 0.361           |
| 0 months                                                  | —               | —              | 0.042          | 0.115          | 0.179          | 0.233          | 0.281          | 0.323          | 0.361           |

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of shares of Class A common stock to be issued for each warrant exercised will be determined by a straight-line interpolation between the number of shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365 or 366-day year, as applicable. For example, if the average last reported sale price of our Class A common stock for the 10 trading days ending on the third trading date prior to the date on which the notice of redemption is sent to the holders of the warrants is \$11 per share, and at such time there are 57 months until the expiration of the warrants, holders may choose to, in connection with this redemption feature, exercise their warrants for 0.277 shares of Class A common stock for each whole warrant. For an example where the exact fair market value and redemption date are not as set forth in the table above, if the average last reported sale price of our Class A common stock for the 10 trading days ending on the third trading date prior to the date on which the notice of redemption is sent to the holders of the warrants is \$13.50 per share, and at such time there are 38 months until the expiration of the warrants, holders may choose to, in connection with this redemption feature, exercise their warrants for 0.298 shares of Class A common stock for each whole warrant. In no event will the warrants be exercisable in connection with this redemption feature for more than 0.361 shares of Class A common stock per warrant (subject to adjustment). Finally, as reflected in the table above, if the warrants are out of the money and about to expire, they cannot be exercised on a cashless basis in connection with a redemption by us pursuant to this redemption feature, since they will not be exercisable for any shares of Class A common stock.

Any public warrants held by our officers or directors will be subject to this redemption feature, except that such officers and directors shall only receive “fair market value” for such public warrants if they exercise their public warrants in connection with such redemption (“fair market value” for such public warrants held by our officers or directors being defined as the last reported sale price of the public warrants on such redemption date).

As stated above, we can redeem the warrants when the Class A common stock is trading at a price starting at \$10.00, which is below the exercise price of \$11.50, because it will provide certainty with respect to our capital structure and cash position while providing warrant holders with the opportunity to exercise their warrants on a cashless basis for the applicable number of shares of Class A common stock. If we choose to redeem the warrants when the Class A common stock is trading at a price below the exercise price of the warrants, this could result in the warrant holders receiving fewer shares of Class A common stock than they would have received if they had chosen to wait to exercise their warrants for shares of Class A common stock if and when shares of Class A common stock were trading at a price higher than the exercise price of \$11.50 per share.

No fractional shares of Class A common stock will be issued upon exercise. If, upon exercise, a holder would be entitled to receive a fractional interest in a share, we will round down to the nearest whole number of the number of shares of Class A common stock to be issued to the holder. If, at the time of redemption, the warrants are exercisable for a security other than the shares of Class A common stock pursuant to the warrant agreement (for instance, if we are not the surviving company in our initial business combination), the warrants may be exercised for such security.

**Redemption Procedures and Cashless Exercise.** If we call the warrants for redemption as described under “— Redemption of warrants when the price per share of Class A common stock equals or exceeds \$18.00,” our management will have the option to require any holder that wishes to exercise his, her or its warrant to do so on a “cashless basis.” In determining whether to require all holders to exercise their warrants on a “cashless basis,” our management will consider, among other factors, our cash position, the number of warrants that are outstanding and the dilutive effect on our stockholders of issuing the maximum number of shares of Class A common stock issuable upon the exercise of our warrants. If our management takes advantage of this option, all holders of warrants would pay the exercise price by surrendering their warrants for that number of shares of Class A common stock equal to the lesser of (A) quotient obtained by dividing (x) the product of the number of shares of Class A common stock underlying the warrants, multiplied by the excess of the “fair market value” (defined below) over the exercise price of the warrants by (y) the fair market value and (B) 0.361. The “fair market value” shall mean the average last reported sale price of the Class A common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. If our management takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of shares of Class A common stock to be received upon exercise of the warrants, including the “fair market value” in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of a warrant redemption. We believe this feature is an attractive option to us if we do not need the cash from the exercise of the warrants after our initial business combination. If we call our warrants for redemption and our management does not take advantage of this option, our initial stockholders and their permitted transferees would still be entitled to exercise their private placement warrants for cash or on a cashless basis using the same formula described above that other warrant holders would have been required to use had all warrant holders been required to exercise their warrants on a cashless basis, as described in more detail below.

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A holder of a warrant may notify us in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (or such other amount as a holder may specify) of the shares of Class A common stock outstanding immediately after giving effect to such exercise.

If the number of outstanding shares of Class A common stock is increased by a stock dividend payable in shares of Class A common stock, or by a split-up of shares of Class A common stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Class A common stock issuable on exercise of each warrant will be increased in proportion to such increase in the outstanding shares of Class A common stock. A rights offering to holders of Class A common stock entitling holders to purchase shares of Class A common stock at a price less than the fair market value will be deemed a stock dividend of a number of shares of Class A common stock equal to the product of (1) the number of shares of Class A common stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Class A common stock) multiplied by (2) one minus the quotient of (x) the price per share of Class A common stock paid in such rights offering divided by (y) the fair market value. For these purposes (1) if the rights offering is for securities convertible into or exercisable for Class A common stock, in determining the price payable for Class A common stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (2) fair market value means the volume weighted average price of Class A common stock as reported during the ten trading day period ending on the trading day prior to the first date on which the shares of Class A common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if we, at any time while the warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of Class A common stock on account of such shares of Class A common stock (or other shares of our capital stock into which the warrants are convertible), other than (a) as described above, (b) certain ordinary cash dividends, (c) to satisfy the redemption rights of the holders of Class A common stock in connection with a proposed initial business combination, (d) to satisfy the redemption rights of the holders of Class A common stock in connection with a stockholder vote to amend our Charter to modify the substance or timing of our obligation to redeem 100% of our Class A common stock if we do not complete our initial business combination within 24 months from the closing of our initial public offering, or (e) in connection with the redemption of our public shares upon our failure to complete our initial business combination, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of Class A common stock in respect of such event.

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If the number of outstanding shares of our Class A common stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Class A common stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Class A common stock issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding shares of Class A common stock.

Whenever the number of shares of Class A common stock purchasable upon the exercise of the warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of Class A common stock purchasable upon the exercise of the warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of Class A common stock so purchasable immediately thereafter.

In addition, if (x) we issue additional shares of Class A common stock or equity-linked securities for capital raising purposes in connection with the closing of our initial business combination at an issue price or effective issue price of less than \$9.20 per share of Class A common stock (with such issue price or effective issue price to be determined in good faith by our board of directors and, in the case of any such issuance to our initial stockholders or their affiliates, without taking into account any founder shares or private placement shares held by our initial stockholders or such affiliates, as applicable, prior to such issuance), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of our initial business combination, and (z) the volume weighted average trading price of our Class A common stock during the 10 trading day period starting on the trading day after the day on which we consummate our initial business combination (such price, the "Market Value") is below \$9.20 per share, the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the Market Value, and the \$18.00 per share redemption trigger price described above will be adjusted (to the nearest cent) to be equal to 180% of the Market Value.

In case of any reclassification or reorganization of the outstanding shares of Class A common stock (other than those described above or that solely affects the par value of such shares of Class A common stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding shares of Class A common stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the warrants and in lieu of the shares of our Class A common stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the warrants would have received if such holder had exercised their warrants immediately prior to such event. However, if such holders were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets for which each warrant will become exercisable will be deemed to be the weighted average of the kind and amount received per share by such holders in such consolidation or merger that affirmatively make such election, and if a tender, exchange or redemption offer has been made to and accepted by such holders (other than a tender, exchange or redemption offer made by the company in connection with redemption rights held by stockholders of the company as provided for in the company's Charter or as a result of the redemption of shares of Class A common stock by the company if a proposed initial business combination is presented to the stockholders of the company for approval) under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act) more than 50% of the outstanding shares of Class A common stock, the holder of a warrant will be entitled to receive the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such warrant holder had exercised the warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Class A common stock held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in the warrant agreement. Additionally, if less than 70% of the consideration receivable by the holders of Class A common stock in such a transaction is payable in the form of Class A common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the warrant properly exercises the warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the warrant agreement based on the per share consideration minus Black-Scholes Warrant Value (as defined in the warrant agreement) of the warrant.

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The warrants were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. You should review a copy of the warrant agreement, which is filed as an exhibit to the Report, for a complete description of the terms and conditions applicable to the warrants. The warrant agreement provides that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 65% of the then outstanding public warrants to make any change that adversely affects the interests of the registered holders of public warrants.

The warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to us, for the number of warrants being exercised. The warrant holders do not have the rights or privileges of holders of Class A common stock and any voting rights until they exercise their warrants and receive shares of Class A common stock. After the issuance of shares of Class A common stock upon exercise of the warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

No fractional warrants have been or will be issued upon separation of the units and only whole warrants will trade.

#### **Private Placement Warrants**

The private placement warrants (including the Class A common stock issuable upon exercise of the private placement warrants) are not transferable, assignable or salable until 30 days after the completion of our initial business combination (except, among certain limited exceptions, to our officers and directors and other persons or entities affiliated with our founders) and they will not be redeemable by us so long as they are held by our initial stockholders or their permitted transferees. Our initial stockholders, or their permitted transferees, have the option to exercise the private placement warrants on a cashless basis. Otherwise, the private placement warrants have terms and provisions that are identical to those of the warrants sold as part of the units in our initial public offering. If the private placement warrants are held by holders other than our initial stockholders or their permitted transferees, the private placement warrants will be redeemable by us and exercisable by the holders on the same basis as the warrants included in the units sold in our initial public offering.

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If holders of the private placement warrants elect to exercise them on a cashless basis, they would pay the exercise price by surrendering his, her or its warrants for that number of shares of Class A common stock equal to the quotient obtained by dividing (x) the product of the number of shares of Class A common stock underlying the warrants, multiplied by the excess of the “fair market value” (defined below) over the exercise price of the warrants by (y) the fair market value. The “fair market value” shall mean the average last reported sale price of the Class A common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants.

In order to fund working capital deficiencies or finance transaction costs in connection with an intended initial business combination, our sponsor, management team or their affiliates may, but are not obligated to, loan us funds as may be required. If we complete our initial business combination, we would repay such loaned amounts. Up to \$1,500,000 of such loans may be convertible at the time of the business combination and at the option of the lender at a price of \$10.00 per unit into units consisting of one share of Class A common stock and one-third of one warrant to purchase one share of Class A common stock at a price of \$11.50 per share. The units would be identical to the private placement units issued to our founders. PA 2 Co-Investment and Craig-Hallum, and their respective affiliates, will not provide any such working capital loans or receive any such units into which such loans are convertible.

## **OUR AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

Our Charter contains certain requirements and restrictions relating to this offering that will apply to us until the completion of our initial business combination. These provisions cannot be amended without the approval of the holders of at least 65% of our common stock. Our initial stockholders who collectively beneficially own approximately 20% of our common stock, may participate in any vote to amend our Charter and have the discretion to vote in any manner they choose. Specifically, our Charter provides, among other things, that:

- if we are unable to complete our initial business combination within 24 months from the closing of our initial public offering, we will: (1) cease all operations except for the purpose of winding up; (2) as promptly as reasonably possible but not more than ten business days thereafter, subject to lawfully available funds therefor, redeem 100% of the public shares, at a per share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest earned on the funds held in the trust account and not previously released to us to pay our franchise and income taxes (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish public stockholders’ rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law; and (3) as promptly as reasonably possible following such redemption, subject to the approval of our remaining stockholders and our board of directors, dissolve and liquidate, subject in each case to our obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law;
  - prior to our initial business combination, we may not issue additional shares of capital stock that would entitle the holders thereof to: (1) receive funds from the trust account; or (2) vote on any initial business combination;
  - although we do not intend to enter into a business combination with a target business that is affiliated with our founders, our directors or our officers, we are not prohibited from doing so. In the event we enter into such a transaction, we, or a committee of independent and disinterested directors, will obtain an opinion from an independent investment banking firm that is a member of FINRA or from an independent accounting firm that such a business combination is fair to our company from a financial point of view;
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- if a stockholder vote on our initial business combination is not required by applicable law or stock exchange rules and we do not decide to hold a stockholder vote for business or other reasons, we will offer to redeem our public shares pursuant to Rule 13e-4 and Regulation 14E of the Exchange Act, and will file tender offer documents with the SEC prior to completing our initial business combination which contain substantially the same financial and other information about our initial business combination and the redemption rights as is required under Regulation 14A of the Exchange Act;
- our initial business combination must occur with one or more target businesses that together have an aggregate fair market value of at least 80% of the value of the trust account (excluding any Marketing Fee and taxes payable on the income earned on the trust account) at the time of the agreement to enter into the initial business combination;
- if our stockholders approve an amendment to our Charter to modify the substance or timing of our obligation to redeem 100% of our public shares if we do not complete our initial business combination within 24 months from the closing of this offering, we will provide our public stockholders with the opportunity to redeem all or a portion of their shares of common stock upon such approval at a per share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest earned on the funds held in the trust account and not previously released to us to pay our franchise and income taxes, divided by the number of then outstanding public shares; and
- we will not effectuate our initial business combination with another blank check company or a similar company with nominal operations.

In addition, our Charter provides that under no circumstances will we redeem our public shares in an amount that would cause our net tangible assets to be less than \$5,000,001.

#### **CERTAIN ANTI-TAKEOVER PROVISIONS OF OUR AMENDED AND RESTATED CERTIFICATE OF INCORPORATION AND BYLAWS**

Our authorized but unissued common stock and preferred stock are available for future issuances without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock and preferred stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

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COWEN AND COMPANY, LLC  
599 Lexington Avenue, 25th Floor  
New York, NY 10022

CRAIG-HALLUM CAPITAL GROUP LLC  
222 South 9th Street, Suite 350  
Minneapolis, Minnesota 55402

January 11, 2021

890 5th Avenue Partners, Inc.  
14 Elm Place, Suite 206  
Rye, New York 10580  
Attn: Adam Rothstein, Executive Chairman

Ladies and Gentlemen:

This is to confirm our agreement whereby 890 5th Avenue Partners, Inc., a Delaware corporation (“**Company**”), has requested Cowen and Company, LLC and Craig-Hallum Capital Group LLC (each, an “**Advisor**” and collectively, the “**Advisors**”) to assist it in connection with the Company engaging in a merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization or similar business combination (in each case, a “**Business Combination**”) with one or more businesses (each a “**Target**”) as described in the Company’s Registration Statement on Form S-1 (File No. 333-251650), as amended, filed with the U.S. Securities and Exchange Commission (“**Registration Statement**”) in connection with the Company’s initial public offering (“**IPO**”).

1. Services and Fees. (a) Each Advisor’s obligations under this Agreement shall be several and not joint, and each Advisor will, from time to time, upon the Company’s request and in consultation with the Company:
  - (i) Assist the Company in arranging meetings with its stockholders to discuss one or more potential Business Combinations, including making calls to stockholders and providing business updates and marketing feedback, in all cases to the extent legally permissible;
  - (ii) Introduce the Company to potential investors to purchase the Company’s publicly-traded securities in after-market transactions following the public announcement of the Business Combination;
  - (iii) Provide financial advisory services to assist the Company in its efforts to obtain any stockholder approval for one or more Business Combinations, until such time as the Company has completed an initial Business Combination; and
  - (iv) Assist the Company with any press releases and/or filings related to any Business Combination or related Targets (the activities described in the foregoing clauses (i)-(iv), the “**Services**”).

Notwithstanding anything to the contrary contained herein, the Services will not include (x) any solicitation of potential investors in connection with the IPO or any Business Combination, (y) any solicitation of proxies in connection with the Business Combination, or (z) any provision of M&A-related advisory services. In the event that the Company requests that an Advisor provide any placement agent and/or M&A-related advisory services, such engagement will be set forth in one or more separate agreements between the Company and such Advisor.



(b) As compensation for the Services, the Company will pay the Advisors a cash fee equal to, in the aggregate, 3.5% of the gross proceeds received by the Company from the sale of its equity securities pursuant to the Registration Statement during the IPO, including any proceeds from the full or partial exercise of the underwriters' over-allotment option described therein (the "**Fee**"). Cowen and Company, LLC shall be entitled to 70% of the Fee and Craig-Hallum Capital Group LLC shall be entitled to 30% of the Fee. The Fee is due and payable to the Advisors by wire transfer at the closing of the initial Business Combination ("**Closing**"). If a proposed Business Combination is not consummated for any reason during the 24-month period (as such period may be extended) from the closing of the IPO, no Fee shall be due or payable to the Advisors hereunder. The Fee shall be exclusive of any other fees which may become payable to an Advisor pursuant to any other agreement among such Advisor and the Company or any Target.

2. Expenses. At the Closing, the Company shall reimburse the Advisors for all reasonable and documented costs and out-of-pocket expenses incurred by the Advisors (including reasonable and documented fees and disbursements of outside counsel) in connection with the performance of the Services hereunder; provided, however, that such expenses shall not exceed \$25,000 in the aggregate without the prior written consent of the Company.

3. Company Cooperation; Information. (a) The Company will provide full cooperation to each Advisor as may be necessary for the efficient performance by such Advisor of its obligations hereunder, including providing to such Advisor and its counsel, on a timely basis, all documents and information regarding the Company and any Target that such Advisor may reasonably request or that are otherwise relevant to the Advisor's performance of its obligations hereunder (collectively, the "**Information**"); making the Company's management, auditors, consultants and advisors available to such Advisor; and using commercially reasonable efforts to provide such Advisor with reasonable access to the management, auditors, suppliers, customers, consultants and advisors of any Target. The Company will promptly notify the Advisors of any change in facts or circumstances or new developments affecting the Company or any Target or that might reasonably be considered material to the Advisors' engagement hereunder.

(b) The Advisors shall not share with third parties any Information, presentations and/or materials about the Company, its shareholders and/or affiliates, any Business Combination and/or any Targets, to the extent that any such information has not already been provided to the public in the Registration Statement, unless the Advisors obtain the Company's prior written approval (which may be provided via email).

4. Representations, Warranties and Covenants. (a) The Company represents, warrants and covenants to each Advisor that all Information it makes available to such Advisor by or on behalf of the Company in connection with the performance of its obligations hereunder will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make statements made, in light of the circumstances under which they were made, not misleading as of the date thereof and as of the consummation of the Business Combination.

(b) Each Advisor, severally and not jointly, represents, warrants and covenants to the Company that it is not prohibited from entering into this Agreement by any other contract, agreement, law or order.

5. Indemnity.

The Company shall indemnify each Advisor and its affiliates and directors, officers, employees, shareholders, representatives and agents in accordance with the indemnification provisions set forth in Annex I hereto, all of which are incorporated herein by reference.

Notwithstanding the foregoing and Annex I, each Advisor agrees, if there is no Closing, (i) that it does not have any right, title, interest or claim of any kind in or to any monies in the Company's trust account ("**Trust Account**") established in connection with the IPO with respect to its portion of the Fee or any expenses provided for hereunder (each, a "**Claim**"); (ii) to waive any Claim it may have in the future as a result of, or arising out of, any Services provided to the Company hereunder; and (iii) to not seek recourse against the Trust Account with respect to its portion of the Fee or any expenses provided for hereunder.

6. Use of Name and Reports. Without an Advisor's prior written consent (which may be provided via email), neither the Company nor any of its affiliates (nor any director, officer, manager, partner, member, employee or agent thereof) shall quote or refer to in any public communication (i) such Advisor's name or (ii) any advice rendered by such Advisor to the Company or any communication from such Advisor, in connection with performance of the Services, except as required by applicable federal or state law, regulation or securities exchange rule.
7. Status as Independent Contractor. The Advisors shall perform the Services as independent contractors and not as employees of the Company or affiliates thereof. It is expressly understood and agreed to by the parties that neither Advisor shall have authority to act for, represent or bind the Company or any affiliate thereof in any manner, except as may be expressly agreed to by the Company in writing. In rendering such services, each Advisor will be acting solely pursuant to a contractual relationship on an arm's-length basis. This Agreement is not intended to create a fiduciary relationship between the parties and neither the Advisors nor any of the Advisors' respective officers, directors or personnel will owe any fiduciary duty to the Company or any other person in connection with any of the matters contemplated by this Agreement.
8. Potential Conflicts. The Company acknowledges that each Advisor is a full-service securities firm engaged in securities trading and brokerage activities and providing investment banking and advisory services from which conflicting interests may arise. In the ordinary course of business, either Advisor and its respective affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account and the accounts of customers, in debt or equity securities of the Company, its affiliates or other entities that may be involved in the transactions contemplated hereby, and may provide advisory and other services to one or more actual or potential Targets, investors or other parties to any Business Combination or other transaction entered into by the Company, for which services such Advisor or one or more of its affiliates may be paid fees, including fees conditioned upon the closing of a particular Business Combination or other transaction or transactions. Nothing in this Agreement shall be construed to limit or restrict either Advisor or any of its respective affiliates in conducting any such business.
9. Entire Agreement.

This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereto. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto.

10. Notices.

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given when sent via email to each party at its respective address set forth below its signature and received by such party's online access provider or mailed by certified mail or private courier service, return receipt requested, addressed to each party at its respective addresses set forth above, or such other address as may be given by a party in a notice given pursuant to this section.

11. Successors and Assigns.

This Agreement may not be assigned by any party without the written consent of the other parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, except where prohibited, to their successors and permitted assigns.

12. Non-Exclusivity.

Nothing herein shall be deemed to restrict or prohibit the engagement by the Company of other consultants providing the same or similar services or the payment by the Company of fees to such parties. The Company's engagement of any other consultant(s) shall not affect the Advisors' right to receive the Fee and reimbursement of expenses pursuant to this Agreement.

13. Applicable Law; Venue.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York.

**IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT, EACH PARTY HERETO AGREES THAT THE DISPUTE SHALL BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW YORK, COUNTY OF NEW YORK UNDER THE ACCELERATED ADJUDICATION PROCEDURES OF THE COMMERCIAL DIVISION. EACH PARTY IRREVOCABLY SUBMITS TO SUCH JURISDICTION, WHICH JURISDICTION SHALL BE EXCLUSIVE. EACH PARTY HEREBY WAIVES ANY OBJECTION TO SUCH EXCLUSIVE JURISDICTION AND THAT SUCH COURTS REPRESENT AN INCONVENIENT FORUM. ANY PROCESS OR SUMMONS TO BE SERVED IN SUCH A DISPUTE UPON A PARTY MAY BE SERVED BY TRANSMITTING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO SUCH PARTY AT THE ADDRESS FOR SUCH PARTY SET FORTH AT THE BEGINNING OF THIS AGREEMENT. SUCH MAILING SHALL BE DEEMED PERSONAL SERVICE AND SHALL BE LEGAL AND BINDING UPON THE PARTY BEING SERVED. THE PARTIES AGREE THAT THE PREVAILING PARTY(IES) IN ANY SUCH ACTION SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY(IES) ALL OF SUCH PREVAILING PARTY'S(IES') REASONABLE ATTORNEYS' FEES AND EXPENSES RELATING TO SUCH ACTION OR PROCEEDING AND/OR INCURRED IN CONNECTION WITH THE PREPARATION THEREFOR.**

**EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

14. Interpretation.

The term "including" shall mean "including, but not limited to".

15. Counterparts.

This Agreement may be executed in several original or facsimile counterparts, each one of which shall constitute an original, and all of which together shall constitute but one instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

If the foregoing correctly sets forth the understanding among the Advisors and the Company with respect to the foregoing, please indicate your agreement by signing in the place provided below, and this letter shall become a binding contract as of the date first set forth above.

COWEN AND COMPANY, LLC

By: /s/ William Burns

Name: William Burns

Title: Managing Director

Email: William.burns@cowen.com

CRAIG-HALLUM CAPITAL GROUP LLC

By: /s/ Rick Hartfiel

Name: Rick Hartfiel

Title: Head of Investment Banking

Email: rick.hartfiel@craig-hallum.com

Agreed and accepted by:

890 5TH AVENUE PARTNERS, INC.

By: /s/ Adam Rothstein

Name: Adam Rothstein

Title: Executive Chairman

Email adam@890fifthavenue.com

*[Signature Page to Business Combination Marketing Agreement]*

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**INDEMNIFICATION**

In connection with the Company's engagement of Cowen and Company, LLC and Craig-Hallum Capital Group LLC (each, an "**Advisor**" and collectively, the "**Advisors**") pursuant to that certain letter agreement ("**Agreement**") of which this Annex forms a part, 890 5th Avenue Partners, Inc. (the "**Company**") hereby agrees, subject to the second paragraph of Section 5 of the Agreement, to indemnify and hold harmless each Advisor and each of their respective affiliates and the respective directors, officers, employees, shareholders, representatives and agents of any of the foregoing (collectively, the "**Indemnified Persons**"), from and against any and all claims, actions, suits, proceedings (including those of stockholders), damages, liabilities and expenses incurred by any of them (including the reasonable fees and expenses of counsel), as incurred (collectively a "**Claim**"), that (A) are related to or arise out of (i) any actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by the Company, or (ii) any actions taken or omitted to be taken by any Indemnified Person, in connection with the Company's engagement of such Advisor, or (B) otherwise relate to or arise out of such Advisor's activities on the Company's behalf under such Advisor's engagement, and the Company shall reimburse any Indemnified Person for all reasonable, documented, out-of-pocket expenses (including the reasonable and documented fees and out-of-pocket expenses of outside counsel) as incurred by such Indemnified Person in connection with investigating, preparing and defending any such claim, action, suit or proceeding, whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party. The Company will not, however, be responsible for any Claim that is finally judicially determined to have resulted from bad faith, gross negligence or willful misconduct of any Indemnified Person. The Company further agrees that no Indemnified Person shall have any liability to the Company for or in connection with the Company's engagement of such Advisor except for any Claim incurred by the Company as a result of such Indemnified Person's bad faith, gross negligence or willful misconduct.

The Company further agrees that it will not, without the prior written consent of an Advisor, settle, compromise or consent to the entry of any judgment in any pending or threatened Claim in respect of which indemnification may be sought hereunder by such Advisor or its applicable Indemnified Persons (whether or not any Indemnified Person is an actual or potential party to such Claim), unless such settlement, compromise or consent includes an unconditional, irrevocable release of each Indemnified Person from any and all liability arising out of such Claim.

Promptly upon receipt by an Indemnified Person of notice of any complaint or the assertion or institution of any Claim with respect to which indemnification is being sought hereunder, such Indemnified Person shall notify the Company in writing of such complaint or of such assertion or institution, but failure to so notify the Company shall not relieve the Company from any obligation it may have hereunder, except and only to the extent such failure results in the forfeiture by the Company of substantial rights and defenses. If the Company so elects or is requested by such Indemnified Person, the Company will assume the defense of such Claim, including the employment of counsel reasonably satisfactory to such Indemnified Person and the payment of the fees and expenses of such counsel. In the event, however, that legal counsel to such Indemnified Person reasonably determines that having common counsel would present such counsel with an actual or potential conflict of interest or if the defendant in, or target of, any such Claim includes an Indemnified Person and the Company, and legal counsel to such Indemnified Person reasonably concludes that there may be actual or potential legal defenses available to it or other Indemnified Persons different from or in addition to those available to the Company, then such Indemnified Person may employ its own separate counsel to represent or defend him, her or it in any such Claim and the Company shall pay the reasonable and documented fees and reasonable, documented, out-of-pocket expenses of such counsel. Notwithstanding anything herein to the contrary, if the Company fails timely or diligently to defend, contest, or otherwise protect against any Claim, the relevant Indemnified Party shall have the right, but not the obligation, to defend, contest, compromise, settle, assert crossclaims, or counterclaims or otherwise protect against the same, and shall be fully indemnified by the Company therefor, including for the reasonable fees and expenses of its counsel and all amounts paid as a result of such Claim or the compromise or settlement thereof.

In addition, with respect to any Claim in which the Company assumes the defense, the Indemnified Person shall have the right to participate in such Claim and to retain his, her or its own counsel therefor at his, her or its own expense. The Company agrees that if any indemnity sought by an Indemnified Person hereunder is held by a court to be unavailable for any reason, then (whether or not an Advisor is an Indemnified Person) the Company and the applicable Advisor shall contribute to the Claim for which such indemnity is held unavailable in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and such Advisor, on the other, in connection with such Advisor's engagement referred to above, subject to the limitation that in no event shall the amount of any such Advisor's contribution to such Claim exceed the amount of Fee actually received by such Advisor from the Company pursuant to such engagement. The Company hereby agrees that the relative benefits to the Company, on the one hand, and each Advisor, on the other, with respect to such Advisor's engagement shall be deemed to be in the same proportion as (a) the total value paid or proposed to be paid or received by the Company or its stockholders, as the case may be, pursuant to the transaction (whether or not consummated) for which such Advisor is engaged to render services bears to (b) the portion of the Fee paid or proposed to be paid to such Advisor in connection with such engagement.

The Company's indemnity, reimbursement and contribution obligations under this Agreement (a) shall be in addition to, and shall in no way limit or otherwise adversely affect, any rights that any Indemnified Party may have at law or at equity and (b) shall be effective whether or not the Company is at fault in any way.

890 5th Avenue Partners, Inc.  
14 Elm Place, Suite 206  
Rye, New York 10580

January 11, 2021

200 Park Avenue Partners, LLC  
14 Elm Place, Suite 206  
Rye, New York 10580

Re: Administrative Services Agreement

Ladies and Gentlemen:

This letter agreement (this "**Agreement**") by and between 890 5th Avenue Partners, Inc., a Delaware corporation (the "**Company**"), and 200 Park Avenue Partners, LLC, a Delaware limited liability company (the "**Sponsor**"), dated as of the date hereof, will confirm our agreement that, commencing on the date the securities of the Company are first listed on the Nasdaq Capital Market (the "**Listing Date**"), pursuant to a Registration Statement on Form S-1 and prospectus filed with the U.S. Securities and Exchange Commission (the "**Registration Statement**"), and continuing until the earlier of the consummation by the Company of an initial business combination or the Company's liquidation (in each case as described in the Registration Statement) (such earlier date hereinafter referred to as the "**Termination Date**"):

1. The Sponsor shall make available, or cause to be made available, to the Company, at 14 Elm Place, Suite 206, Rye, New York 10580 (or any successor location), office space, utilities, general office and secretarial support, and administrative and support services as may be reasonably required by the Company. In exchange therefor, the Company shall pay to the Sponsor \$20,000 per month on the Listing Date and continuing monthly thereafter until the Termination Date; and

2. The Sponsor hereby irrevocably waives any and all right, title, interest, causes of action and claims of any kind as a result of, or arising out of, this Agreement (each, a "**Claim**") in or to, and any and all right to seek payment of any amounts due to it out of, the trust account established for the benefit of the public stockholders of the Company and into which all or substantially all of the proceeds of the Company's initial public offering will be deposited (the "**Trust Account**"), and hereby irrevocably waives any Claim it may have in the future as a result of, or arising out of, this Agreement, which Claim would reduce, encumber or otherwise adversely affect the Trust Account or any monies or other assets in the Trust Account, and further agrees not to seek recourse, reimbursement, payment or satisfaction of any Claim against the Trust Account or any monies or other assets in the Trust Account for any reason whatsoever.

This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or between the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

This Agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by the parties hereto.

No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee.

This Agreement constitutes the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware without giving effect to any choice of law principles thereof.

[Signature Page Follows]

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Very truly yours,

**890 5TH AVENUE PARTNERS, INC.**

By: /s/ Adam Rothstein

Name: Adam Rothstein

Title: Executive Chairman

AGREED AND ACCEPTED BY:

**200 PARK AVENUE PARTNERS, LLC**

By: /s/ Adam Rothstein

Name: Adam Rothstein

Title: Manager

*[Signature Page to Administrative Services Agreement]*

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**Certification of Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Emiliano Calemkuk, Chief Executive Officer of 890 5th Avenue Partners, Inc., certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2020, of 890 5th Avenue Partners, Inc.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, if any, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) [Paragraph intentionally omitted in accordance with SEC Release Nos. 34-47986 and 34-54942];
    - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
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5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 31, 2021

/s/ Emiliano Calezzuk  
Emiliano Calezzuk  
Chief Executive Officer  
*(Principal Executive Officer)*

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**Certification of Principal Financial and Accounting Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Michael Del Nin, Chief Financial Officer and Chief Operating Officer of 890 5th Avenue Partners, Inc., certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2020, of 890 5th Avenue Partners, Inc.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, if any, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) [Paragraph intentionally omitted in accordance with SEC Release Nos. 34-47986 and 34-54942];
    - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
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5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 31, 2021

/s/ Michael Del Nin

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Michael Del Nin

Chief Financial Officer and Chief Operating Officer

*(Principal Financial and Accounting Officer)*

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**Certification Pursuant to  
18 U.S.C. Section 1350  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of 890 5th Avenue Partners, Inc. (the "Company") for the fiscal year ended December 31, 2020, as filed with the Securities and Exchange Commission (the "Report"), I, Emiliano Calemzuk, Chief Executive Officer of the Company, and Michael Del Nin, Chief Financial Officer and Chief Operating Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the period covered by the Report.

Date: March 31, 2021

/s/ Emiliano Calemzuk  
\_\_\_\_\_  
Emiliano Calemzuk  
Chief Executive Officer  
(Principal Executive Officer)

/s/ Michael Del Nin  
\_\_\_\_\_  
Michael Del Nin  
Chief Financial Officer and Chief Operating Officer  
(Principal Financial and Accounting Officer)

*This certification accompanies this Annual Report on Form 10-K pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.*

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