

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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): December 15, 2020

**THE MAVEN, INC.**

(Exact Name of Registrant as Specified in Charter)

DELAWARE

(State or Other Jurisdiction  
of Incorporation)

1-12471

(Commission  
File Number)

68-0232575

(IRS Employer  
Identification No.)

225 Liberty Street, 27th Floor, New York, NY

(Address of Principal Executive Offices)

10281

(Zip Code)

Registrant's telephone number, including area code: 775-600-2765

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

Title of each class	Trading Symbol(s)	Name on exchange on which registered
None	-	-

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

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

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

Emerging growth company

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

**Item 1.01 Entry into Material Definitive Agreement.**

On December 15, 2020, TheMaven, Inc. (the “Company”), Maven Coalition, Inc. (as successor to HubPages, Inc.), and Paul Edmondson, solely in his capacity as Securityholder Representative, entered into the fourth amendment (the “Amendment”) to that certain Agreement and Plan of Merger, dated as of March 13, 2018, by and among the Company, HubPages, Inc., HP Acquisition Co., Inc., and Mr. Edmondson, as amended (the “Merger Agreement”).

Pursuant to the terms of the Amendment, the parties agreed, among other things, that:

- the Stock Awards (as that term is defined in the Merger Agreement) shall cease to vest and all unvested shares shall be deemed unvested and forfeited, leaving an aggregate of 1,064,549 shares vested under the Stock Awards (the “Vested HP Shares”);
- the RSU Grant (as that term is defined in the Merger Agreement) shall be modified to vest on December 31, 2020 and as of the close of business on December 31, 2020, each RSU Grant shall be terminated and deemed forfeited, with no shares vesting thereunder; and
- subject to certain conditions, the Company agreed to purchase from the Key Personnel (as that term is defined in the Merger Agreement), or their respective successors or assigns of the Vested HP Shares, all of the Vested HP Shares at a price of \$4.00 per share in 24 equal monthly installments on the second business day of each calendar month beginning on January 4, 2021.

Furthermore, each of the Key Personnel agreed that they will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of their Vested HP Shares; or (ii) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership of any of their Vested HP Shares, whether any transaction described in clause (i) or (ii) is to be settled by delivery of the Company’s common stock, other securities, in cash or otherwise, without the prior written consent of the Company; provided; however, that the foregoing shall not apply to transfers of Vested HP Shares (x) as a bona fide gift or gifts, (y) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or an immediate family member, or (z) by operation of law, such as pursuant to a qualified domestic order or as required by a divorce settlement.

The foregoing is only a brief description of the respective material terms of the Amendment, does not purport to be a complete description of the respective rights and obligations of the parties thereunder and is qualified in its entirety by reference to the Amendment that is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 9.01 — Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Fourth Amendment to Agreement and Plan of Merger, dated as of December 15, 2020, by and among TheMaven, Inc., Maven Coalition, Inc. and Paul Edmondson as the Securityholder Representative</u></a>

**SIGNATURES**

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

**THEMAVEN, INC.**

Dated: December 21, 2020

By: /s/ Doug Smith

Name: Doug Smith

Title: Chief Financial Officer

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## FOURTH AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This FOURTH AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "*Amendment*"), is entered into as of December 15, 2020 (the "*Effective Date*"), by and among TheMaven, Inc., a Delaware corporation ("*TheMaven*"), Maven Coalition, Inc., a Delaware corporation (a successor to HubPages, Inc., the "*Company*"), and, solely with respect to Section 10.6 of the Merger Agreement (as defined below) (to the extent set forth therein), Paul Edmondson as the Securityholder Representative (in his capacity as such, the "*Securityholder Representative*"). TheMaven, the Company and the Securityholder Representative are each, individually, a "Party" or, collectively, the "Parties." Capitalized terms used but not otherwise defined herein will have the same meanings ascribed to such terms in the Merger Agreement.

### RECITALS

**WHEREAS**, the Parties entered into that certain Agreement and Plan of Merger, dated as of March 13, 2018, by and among the Parties (the "*Original Merger Agreement*");

**WHEREAS**, the Parties entered into Amendments to the Original Merger Agreement, dated as of April 25, 2018, June 1, 2018 and May 31, 2019 (the Original Merger Agreement, as amended, the "*Merger Agreement*");

**WHEREAS**, the Parties desire, solely on the terms and subject to the conditions set forth herein, to further amend certain terms and conditions of the Merger Agreement pursuant to Section 11.12 of the Merger Agreement; and

**WHEREAS**, except for the terms and conditions of the Merger Agreement specifically amended herein, the remaining terms and conditions of the Merger Agreement remain in full force and effect.

**NOW, THEREFORE**, in consideration of the premises and the respective covenants, agreements and conditions contained herein, the parties hereto agree as follows:

### ARTICLE I

1. **Definitions.**

Capitalized terms not defined herein shall have the meanings ascribed them in the Merger Agreement.

2. **Stock Awards.**

As of the close of business in New York City, New York on December 31, 2020, the Stock Awards shall cease to vest and all unvested shares shall be deemed unvested and forfeit, leaving an aggregate of 1,064,549 shares vested under the Stock Awards (the "**Vested HP Shares**"), as more fully set forth on **Exhibit A** hereto.

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3. **Restricted Stock Units.**

- a. As of the Effective Date, the RSU grant shall be modified to vest on December 31, 2020.
- b. As of the close of business in New York City, New York, on December 31, 2020, each RSU Grant shall be terminated and deemed forfeit, with no shares vesting thereunder.

4. **Stock Repurchase.**

- a. Section 3 of the Third Amendment to Agreement and Plan of Merger shall be deleted in its entirety.
- b. Subject to paragraph (c) below, the Company hereby agrees that it will purchase from the Key Personnel (or their respective successors or assigns of the Vested HP Shares as permitted by Section 4(e) hereof) all of the Vested HP Shares at a price of \$4 per share in 24 equal monthly installments on the second business day of each calendar month beginning on January 4, 2021 (each a “**Monthly Stock Buy**”).
- c. If in any given month the Monthly Stock Buy would in the reasonable opinion of the Chief Financial Officer of the Company cause the Company’s cash balance to fall below \$3 million, the Monthly Stock Buys will be tolled month-to-month until such a time as the Monthly Stock Buy would in the reasonable opinion of the Chief Financial Officer of the Company not cause the Company’s cash balance to fall below \$3 million.
- d. In the event that the Company consummates a transaction or other event, such as listing on a national securities exchange, that might reasonably be expected to materially improve the Company’s cash position, the Securityholder Representative may from time to time request that the Board of Directors of the Company (the “**Board**”) accelerate, in whole or in part, the Monthly Stock Buy, and the Board shall review such request promptly and in good faith.
- e. For so long as the Company is in compliance with its obligations hereunder, the undersigned each of the Key Personnel agrees that such person will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of his, her or its Vested HP Shares, or (ii) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership of any of his, her or its Vested HP Shares, whether any transaction described in clause (i) or (ii) is to be settled by delivery of Company common stock, other securities, in cash or otherwise, without the prior written consent of the Company. This paragraph (e) shall not apply to transfers of Vested HP Shares (x) as a bona fide gift or gifts, (y) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned or (z) by operation of law, such as pursuant to a qualified domestic order or as required by a divorce settlement.

ARTICLE II

MISCELLANEOUS

1. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Amendment shall have the meanings set forth in the Merger Agreement. Each reference to the term “Agreement” in the Merger Agreement shall be deemed to refer to the Merger Agreement, as amended hereby.
2. **Construction.** Sections 11.5, 11.7, 11.8, 11.9, 11.12, 11.13, 11.14, 11.15, 11.6 and 11.18 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.
3. **Continuing Effect of the Merger Agreement.** This Amendment shall not constitute an amendment of any other provision of the Merger Agreement not expressly amended herein.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, TheMaven, the Company, and the Securityholder Representative have caused this Amendment to be executed as of the date first written above.

**THEMAVEN, INC.**

By: /s/ Douglas Smith  
Name: Douglas Smith  
Title: CFO

**MAVEN COALITION, INC.**

By: /s/ Douglas Smith  
Name: Douglas Smith  
Title: CFO

**PAUL EDMONDSON, as the Securityholder Representative**

By: /s/ Paul Edmondson  
Name: Paul Edmondson, as the Securityholder Representative