
**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): February 27, 2026

BuzzFeed, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-39877
(Commission
File Number)

85-3022075
(I.R.S. Employer
Identification Number)

50 West 23rd Street
New York, New York 10010
(Address of registrant's principal executive offices, and zip code)
(646) 397-2039
(Registrant's telephone number, including area code)
Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	BZFD	The Nasdaq Stock Market LLC
Redeemable warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of approximately \$46.00 per share	BZFDW	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Under the Credit Agreement, dated as of May 23, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), BuzzFeed, Inc. (the “Company”), BuzzFeed Media Enterprises, Inc., a wholly-owned subsidiary of the Company, and certain of the Company’s other domestic and Canadian subsidiaries as borrowers and guarantors (the “Borrowers”) were required to repay \$5.0 million of principal on February 20, 2026 to the financial institutions party thereto (the “Lenders”).

As disclosed in the Current Report on Form 8-K dated February 20, 2026, on February 20, 2026, the Lenders and Sound Point Agency LLC, as agent for the Lenders (the “Agent”), consented to amend Section 2.05(b)(iii) of the Credit Agreement by deleting “February 20, 2026” as the due date for the repayment of the \$5.0 million of principal and inserting instead “February 27, 2026.”

On February 27, 2026, the Lenders and the Agent consented to further amend Section 2.05(b)(iii) of the Credit Agreement, by deleting “February 27, 2026” (as previously amended) as the due date of the repayment of the \$5.0 million of principal and inserting instead “March 6, 2026” (the “Second Consent Letter”).

If the \$5.0 million payment is not made when due, and remains unpaid following the expiration of any applicable cure period as defined in the Credit Agreement, an event of default would occur. Such a default, absent a waiver or amendment from the Lender, would permit the Lender to exercise its contractual remedies, subject to the terms and conditions of the Credit Agreement. For further information regarding the Credit Agreement’s terms, refer to the Current Report filed on Form 8-K dated May 23, 2025.

The foregoing description of the Second Consent Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Second Consent Letter, which is incorporated herein by reference.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On March 2, 2026, BuzzFeed, Inc. (the “Company”) received a letter (the “Notice”) from the Listing Qualifications Department (the “Staff”) of The Nasdaq Stock Market LLC (“Nasdaq”) notifying the Company that, for the previous 30 consecutive business days, the bid price for the Company’s common stock had closed below the minimum \$1.00 per share requirement for continued listing on The Nasdaq Capital Market under Nasdaq Listing Rule 5550(a)(2) (the “Bid Price Requirement”). The Notice has no effect at this time on the Company’s common stock or warrants, which continue to trade on The Nasdaq Capital Market under the symbols “BZFD” and “BZFDW,” respectively.

In accordance with Nasdaq Listing Rule 5810(c)(3)(A), the Company has been provided an initial period of 180 calendar days, or until August 31, 2026 (the “Compliance Date”), to regain compliance with the Bid Price Requirement. If, at any time before the Compliance Date, the bid price for the Company’s common stock closes at \$1.00 or more for at least 10 consecutive business days, unless the Staff exercises its discretion to extend this 10-day period pursuant to Nasdaq Listing Rule 5810(c)(3)(H), the Staff will provide written notification to the Company that it has regained compliance with the Bid Price Requirement.

If the Company is not in compliance with the Bid Price Requirement by the Compliance Date, the Company may qualify for a second 180 calendar day compliance period. To qualify, the Company would be required, among other things, to meet the continued listing requirement for the market value of publicly held shares, as well as the standards for initial listing on The Nasdaq Capital Market with the exception of the Bid Price Requirement, and would need to provide written notice of its intention to cure the bid price deficiency during the second compliance period. If the Company does not qualify for, or fails to regain compliance during, a second compliance period (assuming it qualifies for a second compliance period), then the Staff will provide written notification to the Company that its common stock will be subject to delisting. At that time, the Company may appeal the Staff’s delisting determination to the Nasdaq Listing Qualifications Panel. However, there can be no assurance that, if the Company receives a delisting notice and appeals the delisting determination, such an appeal would be successful.

The Company intends to monitor the closing bid price of its common stock and may, if appropriate, consider available options to regain compliance with the Bid Price Requirement.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
10.1	Second Consent Letter, dated February 20, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

Date: 3/3/2026

BuzzFeed, Inc.

By:

/s/ Jonah Peretti

Name: Jonah Peretti

Title: Chief Executive Officer

February 20, 2026

BuzzFeed Media Enterprises, Inc. 50 West 23rd Street, 6th
Floor New York, New York 10010 Attention: David Arroyo

Re: Consent Letter (this "Letter").

Reference is hereby made to that certain Credit Agreement, dated as of May 23, 2025 (as amended by that certain Amendment No. 1 to the Credit Agreement dated as of July 31, 2025, as amended by that certain Amendment No. 2 to Credit Agreement dated as of August 25, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BuzzFeed Media Enterprises, Inc., a Delaware corporation (the "Borrower Agent"), the other Borrowers party thereto, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Sound Point Agency LLC ("Sound Point"), as administrative agent (together with successors and assigns, the "Administrative Agent"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

Background

Under Section 2.05(b)(iii) of the Credit Agreement, the Borrowers are required to repay the Loans on February 20, 2026, in a principal amount equal to \$5,000,000. The Loan Parties have requested that the Agent and the Lender defer the payment date set forth in Section 2.05(b)(iii) of the Credit Agreement from February 20, 2026 to March 6, 2026.

Consent

Subject to the terms of this Letter and satisfaction of the conditions set forth below, the Agent and the Lender hereby consent to the following amendment to the Credit Agreement: Section 2.05(b)(iii) of the Credit Agreement is hereby amended by deleting the date "February 20, 2026" and inserting "March 6, 2026" in lieu thereof.

Conditions to Effectiveness

This consent letter shall become effective upon the date that the Agent has confirmed satisfaction of the following conditions: (i) the Agent's receipt of one or more counterparts of this consent letter executed by the Borrower Agent, each other Borrower and the Lender; and (ii) the entry by the Borrower Agent, the Agent and the Reporting Agent into the Reporting Agent Engagement Letter.

In addition to the foregoing, the Borrower agrees to pay an extension fee (the "Extension Fee") to the Agent in an aggregate amount equal to \$20,000 on or prior to March 2, 2026. The failure to pay the Extension Fee on or prior to March 2, 2026 shall constitute an immediate Event of Default under Section 9.01(a) of the Credit Agreement.

Miscellaneous

This Letter shall be governed by and construed in accordance with the internal laws of the State of New York. This Letter may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Letter by facsimile transmission, e-mail delivery of a “.pdf” format data file or other electronic copy (e.g., DocuSign) shall be as effective as delivery of a manually executed counterpart hereof. In case any provision in this Letter shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Letter, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provisions of Article 1 (Definitions) and Article 11 (General Provisions) of the Credit Agreement will apply with like effect to this Letter and any dispute arising hereunder.

The execution, delivery and effectiveness of this Letter shall not, except as expressly provided herein, be deemed to be an amendment or modification of, or operate as a waiver of, any provision of the Credit Agreement or any other Loan Document or any right, power or remedy of the Lenders, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of the Credit Agreement or any other Loan Document, or any other document, instrument and/or agreement executed or delivered in connection therewith or of any Default or Event of Default under any of the foregoing, in each case whether arising before or after the date hereof or as a result of performance thereunder.

[Signature Pages Follow]

SOUND POINT AGENCY LLC, as
Administrative Agent

By: /s/ Vincent A D'Arpino__

Name: Vincent A D'Arpino

Title: Authorized Signatory

**BANNER COMMERCIAL FUNDING
(CAYMAN) L.P.**, as Lender

By: /s/ Vincent A D'Arpino__

Name: Vincent A D'Arpino

Title: Authorized Signatory

BORROWERS:

BUZZFEED MEDIA ENTERPRISES, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Chief Financial Officer

AFTER KICKS INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

BF ACQUISITION HOLDING CORP.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

BUZZFEED, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Chief Financial Officer

BUZZFEED FC, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

BUZZFEED HOLDINGS, LLC

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

BUZZFEED MOTION PICTURES, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

CM PARTNERS, LLC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

ET ACQUISITION SUB, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

ET HOLDINGS ACQUISITION CORP.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

LEXLAND STUDIOS, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

LXL DEVELOPMENT, INC.

By: /s/ Lauren Spector__ Name: Lauren Spector
Title: President & Secretary

PRODUCT LABS, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

THEHUFFINGTONPOST.COM, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Vice President & Treasurer

THEHUFFINGTONPOST HOLDINGS LLC

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

TORANDO LABS INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

TURBO CACTUS LLC

By: /s/ Matt Omer__ Name: Matt Omer
Title: Vice President & Treasurer

BUZZFEED CANADA, INC.

By: /s/ Matt Omer__ Name: Matt Omer
Title: Treasurer

BUZZFEED STUDIOS CANADA INC.

By: /s/ Heather Hutchinson__ Name: Heather Hutchinson
Title: President

HUFFPOST STUDIOS CANADA INC.

By: /s/ David Arroyo__ Name: David Arroyo
Title: President