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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**(Amendment No. 2)\***

**MarketWise, Inc.**

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**(Name of Issuer)**

**Class A Common Stock, par value \$0.0001 per share**

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**(Title of Class of Securities)**

**57064P206**

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**(CUSIP Number)**

**Nicole Sullivan**  
**Monument & Cathedral Holdings, LLC, 14 W. Mount Vernon Place**  
**Baltimore, MD, 21201**  
**(410) 223-2677**

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**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**10/28/2025**

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**(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No. 57064P206**

Name of reporting person

1 Monument & Cathedral Holdings, LLC

2 Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only  
Source of funds (See Instructions)

4 OO  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 MARYLAND

Sole Voting Power

7

6,983,620.00

Number of Shares Beneficially

Shared Voting Power

Owned by

8

0.00

Each Reporting Person

9

5,955,927.00

With: Shared Dispositive Power

10

0.00

Aggregate amount beneficially owned by each reporting person

11 6,983,620.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12   
Percent of class represented by amount in Row (11)

13 71.7 %

Type of Reporting Person (See Instructions)

14 OO

**Comment for Type of Reporting Person:** The number of shares beneficially owned by the reporting person as set forth in boxes 7, 9 and 11 consists entirely of Common Units of MarketWise, LLC ("Common Units") either held directly by Monument & Cathedral Holdings, LLC ("Monument") or over which Monument has voting control, and which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one Class A common stock of the Issuer for each Common Unit redeemed. The percent of class represented by the amount in Row 13 is based on (a) 2,758,989 shares of Class A Common Stock outstanding as of August 4, 2025 as reported in the Issuer's Form 10-Q filed with the SEC on August 7, 2025 and (b) 6,983,620 shares of Class A Common Stock that could be issued, at the election of the Issuer, upon the redemption by the holder of Common Units.

## SCHEDULE 13D

**CUSIP No.** 57064P206

Name of reporting person

1 Cobblestone Publishing, Inc.

Check the appropriate box if a member of a Group (See Instructions)

2  (a)  
 (b)

3 SEC use only

4 Source of funds (See Instructions)

OO  
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6 MARYLAND

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With: 8

6,983,620.00  
 Shared Voting Power

0.00  
 Sole Dispositive Power

9 5,955,927.00  
 Shared Dispositive Power

10 0.00

11 Aggregate amount beneficially owned by each reporting person

6,983,620.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13

Percent of class represented by amount in Row (11)

71.7 %

14 Type of Reporting Person (See Instructions)

CO

**Comment for Type of Reporting Person:** The number of shares beneficially owned by the reporting person as set forth in boxes 7, 9 and 11 consists entirely of Common Units either held directly by Monument or over which Monument has voting control, which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one Class A common stock of the Issuer for each Common Unit redeemed. The percent of class represented by the amount in Row 13 is based on (a) 2,758,989 shares of Class A Common Stock outstanding as of August 4, 2025 as reported in the Issuer's Form 10-Q filed with the SEC on August 7, 2025 and (b) 6,983,620 shares of Class A Common Stock that could be issued, at the election of the Issuer, upon the redemption by the holder of Common Units.

## SCHEDULE 13D

**CUSIP No.** 57064P206

1 Name of reporting person

Erika Nolan

Check the appropriate box if a member of a Group (See Instructions)

2  (a)

(b)

3 SEC use only

4 Source of funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

UNITED STATES

Sole Voting Power

7

Number of  
Shares

0.00

Shared Voting Power

Beneficially

8

Owned by

6,983,620.00

Each

Sole Dispositive Power

Reporting

9

Person

0.00

With:

Shared Dispositive Power

10

0.00

Aggregate amount beneficially owned by each reporting person

11

6,983,620.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

71.7 %

Type of Reporting Person (See Instructions)

14

IN

**Comment for Type of Reporting Person:** The number of shares beneficially owned by the reporting person as set forth in boxes 8 and 11 consists entirely of Common Units either held directly by Monument or over which Monument has voting control, which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one Class A common stock of the Issuer for each Common Unit redeemed. Ms. Nolan disclaims beneficial ownership of all the foregoing shares or Common Units owned by Monument or with respect to which Monument has voting control. The percent of class represented by the amount in Row 13 is based on (a) 2,758,989 shares of Class A Common Stock outstanding as of August 4, 2025 as reported in the Issuer's Form 10-Q filed with the SEC on August 7, 2025 and (b) 6,983,620 shares of Class A Common Stock that could be issued, at the election of the Issuer, upon the redemption by the holder of Common Units.

## SCHEDULE 13D

**CUSIP No.** 57064P206

Name of reporting person

1

Elizabeth W. P. Bonner 2009 Irrevocable Trust Number Two

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

MARYLAND

Number of  
Shares

7 Sole Voting Power

Beneficially Owned by 6,983,620.00  
Each Reporting Person 8  
With: Shared Voting Power  
0.00  
Sole Dispositive Power  
9  
5,961,813.00  
Shared Dispositive Power  
10  
0.00  
Aggregate amount beneficially owned by each reporting person  
11  
6,983,620.00  
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)  
12  
  
Percent of class represented by amount in Row (11)  
13  
71.7 %  
Type of Reporting Person (See Instructions)  
14  
OO

**Comment for Type of Reporting Person:** The number of shares beneficially owned by the reporting person as set forth in boxes 7, 9 and 11 consists of (a) 6,977,734 Common Units either held directly by Monument or over which Monument has voting control, which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one Class A common stock of the Issuer for each Common Unit redeemed and (b) 5,886 Common Units held directly by the Elizabeth W. P. Bonner 2009 Irrevocable Trust Number Two (the "Trust"), which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one Class A common stock of the Issuer for each Common Unit redeemed. The Trust disclaims beneficial ownership of all of the foregoing shares or Common Units owned by Monument or over which Monument has voting control (except with respect to the Common Units held directly by the Trust). The percent of class represented by the amount in Row 13 is based on (a) 2,758,989 shares of Class A Common Stock outstanding as of August 4, 2025 as reported in the Issuer's Form 10-Q filed with the SEC on August 7, 2025 and (b) 6,983,620 shares of Class A Common Stock that could be issued, at the election of the Issuer, upon the redemption by the holder of Common Units.

## SCHEDULE 13D

### Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Common Stock, par value \$0.0001 per share

Name of Issuer:

(b) MarketWise, Inc.

Address of Issuer's Principal Executive Offices:

(c) 1125 N. Charles Street, Baltimore, MARYLAND , 21201.

**Item 1 Comment:** The following constitutes Amendment No. 2 (this "Amendment") to the Schedule 13D filed on September 14, 2023 by Myles Norin, LLC ("Norin LLC"), Myles Norin, Monument and Cobblestone Publishing, Inc. ("Cobblestone") (the "Original Schedule 13D") as amended by Amendment No. 1 filed on November 22, 2024 by Monument, Cobblestone, Erika Nolan, the Trust, the Estate of Myles Norin (the "Norin Estate") and Norin LLC ("Amendment No. 1"). The Original Schedule 13D, as amended through the date of this Amendment, is collectively referred to herein as the "Schedule 13D". Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Original Schedule 13D and Amendment No. 1, as applicable.

### Item 2. Identity and Background

(a) Item 2(a) is hereby amended and restated as follows: This statement is filed on behalf of each of the following persons (collectively, the "Reporting Persons"): Monument, Cobblestone, Erika Nolan ("Ms. Nolan"), and the Trust. This statement relates to the securities held by Monument and the Trust. Ms. Nolan is the president of Cobblestone,

which is the sole manager of Monument. The bylaws of Cobblestone provide the president of Cobblestone with voting control of the shares held directly or indirectly by Cobblestone. Ms. Nolan is also a director of Cobblestone. The other members of the Board of Directors of Cobblestone consist of Jules Farish Owen Bonner and Robert Compton (the "Cobblestone Directors"). Robert Compton is also the Secretary and Treasurer of Cobblestone. The Trust is the majority shareholder of Cobblestone.

- (b) Item 2(b) is hereby amended and restated as follows: The address of the principal business office of each of the Reporting Persons and the Cobblestone Directors is 14 W. Mount Vernon Place, Baltimore, Maryland 21201.
- Item 2(c) is hereby amended and restated as follows: Monument operates a holding company, which, through its subsidiaries, publishes books, magazines, and newsletters on a variety of topics. Cobblestone is the sole manager of Monument. Ms. Nolan is the President and a director of Cobblestone. Robert Compton is a director of Cobblestone and the Chief Operating Officer of The Agora Companies, LLC, a holding company, with a principal office at 1001 Cathedral Street, Baltimore, Maryland 21201. Jules Farish Owen Bonner is a director of Cobblestone. The Trust is established as an irrevocable trust and is the majority shareholder of Cobblestone.
- (c)
- (d) Item 2(d) is hereby amended and restated as follows: During the last five years, none of the Reporting Persons or the Cobblestone Directors have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- Item 2(e) is hereby amended and restated as follows: During the last five years, none of the Reporting Persons or the Cobblestone Directors have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (e)
- (f) Item 2(f) is hereby amended and restated as follows: Monument is a Maryland limited liability company; Cobblestone is a Maryland corporation; Ms. Nolan is a citizen of the United States; the Trust is a personal estate planning vehicle established under the laws of the State of Maryland for Elizabeth W. P. Bonner, a citizen of the United States; the Cobblestone Directors are citizens of the United States.

### Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and restated as follows: As described in the Proposal (as defined below), M&C (as defined below) proposes to finance the transaction with equity capital, which would be provided by M&C from cash on hand. M&C also anticipates the possibility of certain shareholders rolling over their shares in the Proposed Transaction (as defined below), and may engage with such shareholders regarding this possibility.

### Item 4. Purpose of Transaction

Item 4 is hereby amended and restated as follows: The information set forth in Item 3, as amended and supplemented, is incorporated into this Item 4 by reference. On October 28, 2025, Monument (collectively with its affiliates, "M&C") delivered a letter to the board of directors of the Issuer (the "Board"), which contained a proposal (the "Proposal") to acquire all of the outstanding equity interests of each of the Issuer and Marketwise, LLC (collectively, "Marketwise" or the "Company") that are not owned directly or indirectly by M&C, for cash consideration of \$17.25 per share (the "Proposed Transaction"). The Proposal may result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of Schedule 13D, including, without limitation, an acquisition of additional securities of the Issuer, an extraordinary corporate transaction (such as a merger) involving the Issuer, delisting of the Class A Common Stock from the Nasdaq and other material changes in the Issuer's business or corporate structure. No assurances can be given that a definitive agreement will be reached or that the transaction contemplated by the Proposal will be consummated. M&C reserves the right to modify or withdraw the Proposal at any time. The Reporting Persons reserve the right to formulate other plans or make other proposals which could result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of Schedule 13D, and to modify or withdraw any such plan or proposal at any time. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors, including, without limitation, the outcome of any discussions referenced herein, the Reporting Persons may in the future take actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation; proposing changes with respect to the Issuer and/or soliciting proxies from other equityholders of the Company in connection therewith; acquiring additional equity, debt, notes, instruments or other securities of Marketwise (which may include rights or securities exercisable or convertible into securities of Marketwise) (collectively, "Securities"), including an acquisition of Marketwise, or disposing of some or all of the Securities beneficially owned by them from time to time (which may include distributing some or all of such Securities to such Reporting Person's respective members, stockholders, partners or beneficiaries, as applicable, transferring Securities to affiliated transferees, or the entry into a total return swap, asset swap or repurchase transaction), in public market, privately negotiated transactions, block sales or otherwise; entering into financial instruments or other agreements that increase or decrease the Reporting Persons' economic exposure with respect to their investment in the Issuer; and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D. The Reporting Persons and their affiliates intend to engage in discussions with members of management, the Board and a special committee expected to be formed thereby (the "Special Committee") in connection with the Proposed Transaction, and intend to engage in discussions with certain equityholders of Marketwise regarding the possibility of rolling over their equity in connection with the Proposed Transaction. While the Proposal remains under consideration by the Board and the Special Committee, the Reporting Persons and their affiliates expect to respond to inquiries from, and negotiate the terms of the Proposal with, the Special Committee and its representatives. The Reporting Persons do not intend to update additional disclosures regarding the Proposal until a definitive agreement has been reached, or unless disclosure is otherwise required under applicable U.S. securities laws. The Reporting Persons and their affiliates may participate in any

process regarding the Issuer and/or engage in other activities, discussions and/or negotiations regarding any courses of action with respect to the Issuer, including, without limitation, submitting an indication of interest, letter of intent, term sheet, offer letter or other similar expression of interest in connection therewith, including any revisions to the Proposal; engaging advisors; communicating with the Issuer, its subsidiaries and other third parties (including, without limitation, various advisors, industry analysts, investment and financing professionals and financing sources) and any potential co-investors; taking actions regarding prospective debt and/or equity financing for any such course of action, including, without limitation, exchanging information, negotiating terms and entering into commitment letters and related agreements and/or any other similar agreements; and preparing, revising and negotiating agreements with the Issuer. Neither the Proposal nor this Amendment is meant to be, nor should be construed as, an offer to buy or the solicitation of an offer to sell any of Marketwise's securities. The foregoing summary of the Proposal is qualified in its entirety by reference to the full text of the Proposal, a copy of which is attached hereto as Exhibit 99.2 and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

Items 5(a) and 5(b) are hereby amended and restated as follows: The information set forth on the cover pages of, and the information set forth or incorporated by reference in Items 2, 3, and 6 to the Schedule 13D, as amended, is hereby incorporated by reference in Item 5(a) and 5(b). The ownership information presented below represents beneficial ownership of Class A Common Stock and Class B Common Stock of the Issuer as of August 4, 2025, based on 2,758,989 shares of Class A Common Stock and 13,612,641 shares of Class B Common Stock outstanding, as reported in the Issuer's Form 10-Q filed with the SEC on August 7, 2025. Monument and Cobblestone beneficially own 6,983,620 shares of Class A Common Stock of the Issuer representing 71.7% of the class and 6,983,620 shares of Class B Common Stock of the Issuer representing 51.3% of the class. (See notes 1 and 2 below.) Ms. Nolan beneficially owns 6,983,620 shares of Class A Common Stock of the Issuer representing 71.7% of the class and 6,983,620 shares of Class B Common Stock of the Issuer representing 51.3% of the class. (See notes 1, 2 and 3 below.) The Trust beneficially owns 6,983,620 shares of Class A Common Stock of the Issuer representing 71.7% of the class and 6,983,620 shares of Class B Common Stock of the Issuer representing 51.3% of the class. (See notes 1, 2 and 4 below.) Note 1: The shares of Class A Common Stock listed as beneficially owned consist of 6,983,620 Common Units of MarketWise, LLC ("Common Units"), which are redeemable by the holder for, at the election of the Issuer, shares of Class A common stock of the Issuer on a one-for-one basis or a cash payment equal to the volume weighted average market price of one share of Class A common stock of the Issuer for each Common Unit redeemed. Note 2: In connection with each Common Unit, a holder is issued with a corresponding share of Class B Common Stock. The Shares of Class B common stock have no economic rights, but each share entitles the holder to one vote on all matters on which stockholders of the Issuer are entitled to vote generally. Upon redemption of any Common Unit, the corresponding share of Class B Common Stock will be terminated. The shares of Class B Common Stock listed as beneficially owned represent 5,955,927 shares held of record by Monument and 1,027,693 shares held by certain former equityholders of Monument who have entered into a voting proxy with respect to their Common Units and corresponding shares of Class B Common Stock in favor of Monument, a copy of the form is attached hereto as Exhibit 99.3 and incorporated by reference herein. Note 3: The shares listed as beneficially owned consist of (a) 6,983,620 Common Units held directly by Monument or over which Monument has voting control and (b) 6,983,620 shares of Class B Common Stock held directly by Monument or over which Monument has voting control. Ms. Nolan is the President of Cobblestone, which is the sole manager of Monument. As a result, Ms. Nolan may be deemed to beneficially own the Common Units held by Monument directly or over which Monument has voting control and shares of Class B Common Stock held directly by Monument or over which Monument has voting control. Ms. Nolan disclaims beneficial ownership of all the foregoing shares or Common Units owned by Monument or with respect to which Monument has voting control. Note 4: The shares listed as beneficially owned consist of (a) 6,977,734 Common Units held directly by Monument or over which Monument has voting control and (b) 5,886 shares of Class B Common Stock held directly by the Trust. The Trust is the majority shareholder of Cobblestone. As a result, the Trust may be deemed to beneficially own the Common Units held by Monument directly or over which Monument has voting control and the shares of Class B Common Stock held directly by Monument or over which Monument has voting control. The Trust disclaims beneficial ownership of all the foregoing shares or Common Units owned by Monument or with respect to which Monument has voting control (other than with respect to Common Units directly owned by the Trust).

(a) See Item 5(a) above.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by adding the following: Certain former equityholders of Monument, including the current Chairman of the Board of the Issuer, entered into voting proxies with respect to their Common Units, giving Monument voting power over their Common Units and their corresponding shares of Class B Common Stock of the Issuer. The shares of Class B Common Stock have no economic rights, but each share entitles the holder to one vote on all matters on which stockholders of the Issuer are entitled to vote generally. Upon redemption of any Common Unit, the corresponding share of Class B Common Stock will be terminated.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 Joint Filing Agreement, dated October 29, 2025. Exhibit 99.2 Letter to the Board of Directors of MarketWise, Inc., dated October 28, 2025. Exhibit 99.3 Form of Voting Proxies

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Monument & Cathedral Holdings, LLC

Signature: /s/ Erika Nolan  
Erika Nolan/President of Cobblestone Publishing,  
Name/Title: Inc. which is the manager of Monument &  
Cathedral Holdings, LLC  
Date: 10/29/2025

Cobblestone Publishing, Inc.

Signature: /s/ Erika Nolan  
Name/Title: Erika Nolan/President  
Date: 10/29/2025

Erika Nolan

Signature: /s/ Erika Nolan  
Name/Title: Erika Nolan/individual  
Date: 10/29/2025

Elizabeth W. P. Bonner 2009 Irrevocable Trust Number Two

Signature: /s/ Margaret F. DeCampo  
Name/Title: Margaret F. DeCampo/Trustee  
Date: 10/29/2025

Signature: /s/ William R. Bonner, Jr.  
Name/Title: William R. Bonner, Jr./Trustee  
Date: 10/29/2025

Signature: /s/ William Wesley Bonner  
Name/Title: William Wesley Bonner/Trustee  
Date: 10/29/2025

Signature: /s/ Maria Bonner Lombardi  
Name/Title: Maria Bonner Lombardi/Trustee  
Date: 10/29/2025

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D/A (including any subsequent amendments thereto) with respect to the securities of MarketWise, Inc. and further agree that this joint filing agreement be included as an exhibit to such joint filings.

In evidence thereof, the undersigned, being duly authorized, have executed this joint filing agreement this 29th day of October, 2025.

**Monument & Cathedral Holdings, LLC**

By: Cobblestone Publishing, Inc., as Manager

By: /s/ Erika Nolan  
Name: Erika Nolan  
Title: President

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**Cobblestone Publishing, Inc.**

By: /s/ Erika Nolan  
Name: Erika Nolan  
Title: President

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**Elizabeth W. P. Bonner 2009 Irrevocable Trust Number Two**

By: /s/ Margaret F. DeCampo  
Name: Margaret F. DeCampo  
Title: Trustee

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By: /s/ William R. Bonner, Jr.  
Name: William R. Bonner, Jr.  
Title: Trustee

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By: /s/ William Wesley Bonner  
Name: William Wesley Bonner  
Title: Trustee

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By: /s/ Maria Bonner Lombardi  
Name: Maria Bonner Lombardi  
Title: Trustee

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**Erika Nolan**

/s/ Erika Nolan

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**STRICTLY PRIVATE AND CONFIDENTIAL****VIA ELECTRONIC MAIL**

October 28<sup>th</sup>, 2025

Board of Directors  
Marketwise, Inc.  
1125 N. Charles Street  
Baltimore, MD 21201

Dear Members of the Board of Directors:

I am writing to you on behalf of Monument & Cathedral Holdings, LLC (collectively with its affiliates, “**M&C**”) to submit this preliminary and non-binding proposal to acquire 100% of the outstanding equity interests of each of Marketwise, Inc. and Marketwise, LLC (“**Marketwise**” or the “**Company**”) that are not owned directly or indirectly by M&C, for cash consideration of \$17.25 per share.

As you know, M&C operates a network of publishing businesses specializing in independent financial research, investing, and lifestyle content. Through our family of companies, we reach millions of readers worldwide with newsletters, subscription services, and digital media platforms. As Marketwise’s largest shareholder, with beneficial ownership and proxy voting rights representing approximately 43% of total voting power, M&C is uniquely focused on maximizing the value of Marketwise for the benefit of its customers, employees and shareholders.

At this juncture, we believe that Marketwise is better suited to achieving its strategic objectives as part of a larger family of digital media platforms than as a standalone public company. Since its listing in 2021, Marketwise has faced sustained operational and market headwinds, resulting in a significant share price decline and a reverse stock split to maintain listing compliance. Given our longstanding relationship with the Company and the scale of our network, M&C is uniquely positioned to support this next phase.

In light of these factors, and considering recent share price volatility, we believe that our proposal of \$17.25 per share represents an extremely attractive value to Marketwise’s shareholders, representing a premium of approximately 21% to the 1-year volume-weighted average price per share and a premium of 18% to yesterday’s closing price. We note that our price is contingent upon the termination of the tax receivable agreement concurrent with the closing of the transaction with no payments or liabilities due thereunder in connection with the transaction or following it.

We propose to finance the transaction with equity capital, which would be provided by M&C and its affiliates from cash on hand. Our proposal does not depend on any financing contingencies. In addition, M&C anticipates the possibility of certain shareholders rolling over their shares in the proposed transaction, and may engage with such shareholders regarding this possibility. Our proposal assumes that, other than as disclosed in the Company’s public filings as of the date of this proposal, no change-of-control payments, transaction-related costs, or bonuses will be payable in connection with the transaction, and that from the date of the Company’s most recently publicly filed balance sheet through the closing of the transaction, no dividends will be declared or paid and no shares will be repurchased, other than ordinary dividends declared and paid in the ordinary course consistent with past practice.

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In considering this proposal, you should be aware that M&C is only interested in pursuing the transaction contemplated by our proposal, and does not intend to sell M&C's stake in Marketwise to any third party. Accordingly, M&C would not be supportive of Marketwise conducting any process to solicit other third party acquirors.

It is our expectation that a special committee ("Special Committee") of independent and disinterested directors appointed by the Company's Board of Directors will consider our proposal and make a recommendation to the Company's Board of Directors. We will not move forward with our proposal unless it is negotiated and approved by such a Special Committee, as advised by independent legal and financial advisors.

We emphasize that neither the failure of a Special Committee to recommend a transaction nor the failure of the Company's public shareholders to approve a transaction would adversely affect our ongoing relationship with the Company.

We and our advisors look forward to working with the Special Committee and its advisors to quickly complete our due diligence and negotiate a mutually acceptable transaction. We are available at your convenience to discuss any aspects of our proposal and this important transaction.

This proposal is non-binding and constitutes only a statement of the intentions of the parties hereto, does not contain all matters upon which an agreement must be reached for the transaction to be consummated and is not legally binding on or enforceable against M&C or the Company. There will be no agreement relating to any transaction between the parties (including the transaction described above) unless and until each party has executed a definitive, binding agreement governing such transaction.

Sincerely,

Monument & Cathedral Holdings, LLC

/s/ Jules Bonner

Jules Bonner  
Chairman, Monument & Cathedral Holdings, LLC

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## FORM OF VOTING PROXY

This irrevocable Voting Proxy (this "Proxy") is made to be effective as of [ ] by the undersigned unitholder (the "Unitholder").

## R E C I T A L S:

**WHEREAS**, the Unitholder is a member of [ ] (the "Company"), and owns, beneficially and of record, [ ] Units in the Company (the "Units" and, together with any other units or equity securities of the Company or its successor now owned or hereafter acquired by the Unitholder, the "Company Securities"); and

**WHEREAS**, the Unitholder desires to grant to Monument & Cathedral Holdings, Inc., a Maryland corporation ("Monument"), the Proxy granted pursuant hereto, as set forth herein.

NOW, THEREFORE,

1. **Appointment.** The Unitholder does hereby appoint Monument as the Unitholder's agent and proxy, with full power of substitution, to vote the Company Securities.

2. **General Voting Proxy.** This Proxy is a continuing general voting proxy and is not limited to any specific matter and is not limited to any number of uses. Monument has the power and authority by this Proxy to vote the Company Securities as it sees fit, in any and all matters which may, from time to time, be voted upon by the members of the Company. This Proxy is coupled with an interest, and is given as a condition precedent to the transfer of the Units by Monument to the Unitholder.

3. **Term.** This Proxy shall remain in full force and effect with respect to the Company Securities in perpetuity, including, for the avoidance of doubt, upon a transfer of the Company Securities, and may not be revoked by the undersigned (or any transferee of the Company Securities); provided, that this Proxy shall terminate upon (i) a transfer of the Company Securities to Monument, (ii) a transfer of the Company Securities to the Company, or (iii) at such other time (e.g., upon a sale to a strategic partner) as consented to by Monument, the Unitholder and the Board of Managers of the Company.

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[Name]

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