

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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 8, 2021 (June 7, 2021)

Fifth Wall Acquisition Corp. III
(Exact name of registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction of
incorporation or organization)

001-40415
(Commission File Number)

98-1583957
(I.R.S. Employer
Identification Number)

6060 Center Drive
10th Floor
Los Angeles, California
(Address of principal executive offices)

90045
(Zip Code)

Registrant's telephone number, including area code: (310)-853-8878

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Ordinary Shares, par value \$0.0001	FWAC	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.

On June 7, 2021, Fifth Wall Acquisition Corp. III (the "Company") entered into an Administrative Support Agreement, the form of which was previously filed as an exhibit to the Company's Registration Statement on Form S-1 (File No. 333-255292), between the Company and Fifth Wall Ventures Management, LLC (the "Management Company"), pursuant to which the Company agreed to pay Management Company a total of up to \$17,500 per month for office space and professional, secretarial, administrative and support services provided to the Company.

The above description is qualified in its entirety by reference to the full text of the agreement, which is incorporated by reference herein and filed herewith as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Administrative Support Agreement, dated June 7, 2021, between the Company and the Management Company.

SIGNATURE

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.

Dated: June 8, 2021

Fifth Wall Acquisition Corp. III

By: /s/ Andriy Mykhaylovskyy

Name: Andriy Mykhaylovskyy

Title: Chief Financial Officer

[Signature Page to 8-K]

Fifth Wall Ventures Management, LLC

June 7, 2021

Fifth Wall Acquisition Corp. III
6060 Center Drive 10th Floor
Los Angeles, California 90045

Ladies and Gentlemen:

This letter will confirm our agreement that, commencing on the date hereof (the ***Effective Date***) and continuing until the earlier of (i) the consummation by Fifth Wall Acquisition Corp. III (the ***Company***) of an initial business combination and (ii) the Company's liquidation (in each case as described in the registration statement for the initial public offering (the ***IPO***) of the securities of the Company, dated May 24, 2021) (such earlier date hereinafter referred to as the ***Termination Date***), Fifth Wall Ventures Management, LLC (the ***Management Company***) shall take steps directly or indirectly to make available to the Company certain office space and professional, secretarial, administrative and support services as may be required by the Company from time to time, situated at 6060 Center Drive 10th Floor Los Angeles, California 90045 (or any successor location) and such intellectual property rights, if any, as may be reasonably agreed by the parties, including any associated additional compensation with respect thereto, if any, therefore. In exchange therefor, the Company shall reimburse Management Company up to a sum of \$17,500 per month commencing on the Effective Date and continuing monthly thereafter until the Termination Date. Management Company hereby agrees that it does not have any right, title, interest or claim of any kind (a ***Claim***) in or to any monies that may be set aside in a trust account (the ***Trust Account***) that may be established in connection with and upon the consummation of the IPO and hereby irrevocably waives any Claim it presently has or may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with the Company and will not 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. The Company acknowledges that Management Company will not provide any investment management, investment advisory or other services that could result in Management Company being deemed an "investment adviser" of the Company under the Investment Advisers Act of 1940, as amended.

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

The parties may not assign this letter agreement and any of their rights, interest, or obligations hereunder without the consent 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 letter agreement shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware, without giving effect to its choice of laws principles that will apply the laws of another jurisdiction.

This letter agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this letter agreement.

[Signature Page Follows]

Very truly yours,

FIFTH WALL VENTURES MANAGEMENT, LLC

By: /s/ Brendan Wallace
Name: Brendan Wallace
Title: Co-Founder and Managing Partner

AGREED TO AND ACCEPTED BY:

FIFTH WALL ACQUISITION CORP. III

By: /s/ Andriy Mykhaylovskyy
Name: Andriy Mykhaylovskyy
Title: Chief Financial Officer

[Signature Page to the Administrative Support Agreement]